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DEPARTEMENT VAN MANNEKRAG- BENUTTING

No. R. 363

27 Februarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, TRANSVAAL.—
BYSTANDSFONDSE-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie 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), 2, 5 en 9 van Hoofstuk I, klousule 4 (5) van Hoofstuk II, en Hoofstukke III, IV en V, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 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 (2) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 en 9 van Hoofstuk I, klousule 4 (5) van Hoofstuk II, en Hoofstukke III, IV en V, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1981 eindig, in die gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragebenutting.

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DEPARTMENT OF MANPOWER UTILISATION

No. R. 363

27 February 1981

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
TRANSVAAL.—BENEFIT FUNDS AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that 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 first Monday after the date of publication of this notice and for the period ending 31 October 1981, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation 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), 2, 5 and 9 of Chapter I, clause 4 (5) of Chapter II, and Chapters III, IV and V, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 October 1981, 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 (2) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from the first Monday after the date of publication of this notice and for the period ending 31 October 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 and 9 of Chapter I, clause 4 (5) of Chapter II, and Chapters III, IV and V, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

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BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
TRANSVAAL

BYSTANDSFONDSE OOREENKOMS

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

Transvaal Furniture and Upholstery
Manufacturers' Association

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

National Association of Furniture and Allied
Workers of South Africa;

en die

National Union 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, Transvaal.

HOOFSTUK 1

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Transvaal, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat by die Nywerheid betrokke of daarin werksaam is; en

(2) in die provinsie Transvaal en die landdrostdistrik Vryburg.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48 van die Wet deur die Minister bepaal word, en bly van krag vir die tydperk wat op 31 Oktober 1981 eindig, of vir sodanige tydperk as wat hy vasstel.

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, omvat alle woorde en uitdrukkings wat die manlike geslag aandui, die vroulike, en dié wat die enkelvoud aandui, die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"Vereniging" die Sterftbystandsvereniging vir Transvaalse Meubelwerkers waarvoor in Hoofstuk IV voorsiening gemaak word;

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

"Begravnisgenootskap" die Begravnisgenootskap vir Transvaalse Meubelwerkers waarvoor in Hoofstuk V van hierdie Ooreenkoms voorsiening gemaak word;

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

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

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

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Transvaal;

"afhanklike", met betrekking tot 'n lid vir die toepassing van—

(a) Hoofstuk II:

(i) Sy vrou;

(ii) sy weduwee;

(iii) sy minderjarige kind of minderjarige stiefkind; of

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL

BENEFIT FUND AGREEMENT

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

Transvaal Furniture and Upholstery Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa

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

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

CHAPTER 1

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Transvaal by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed in the Furniture Manufacturing Industry; and

(2) in the Province of the Transvaal and in the Magisterial District of Vryburg.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for the period ending 31 October 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

"Association" means The Transvaal Furniture Workers' Mortality Benefit Association provided for in Chapter IV;

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

"Burial Society" means the Transvaal Furniture Workers' Burial Society provided for in Chapter V;

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

"Committee" or "Management Committee" shall, for the purposes of the administration of the Fund, mean the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II and for the purposes of the administration of the Association and the Burial Society shall mean the Committee appointed by the Council in accordance with the provisions of clause 7 (1) of Chapter IV and clause 7 (1) of Chapter V;

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

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

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

(a) Chapter II:

(i) His wife;

(ii) his widow;

(iii) his minor child or minor stepchild; or

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

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

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

(d) Hoofstuk V: Persone omskryf as afhanklikes ingevolge klousule 2;

"Fonds" die Voorsorgfonds vir die Meubelnywerheid, Transvaal, waarvoor in Hoofstuk II voorsiening gemaak word;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging, of in die geheel of in dele, van alle soorte meubels, ongeag die materiaal wat gebruik word, en dit sluit onder andere die volgende werksaamhede in:

Heelmaak, stoffeer, herstoffeer, beits, spuitverf, poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsnijwerk in verband met die vervaardiging en/of heelmaak van meubels, die polering en/of herpolering van klaviere of die vervaardiging en/of beits, die spuit en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette, en dit sluit in die werksaamhede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsnijwerk in verband met die vervaardiging van meubels gedoen word; en dit sluit verder in die heelmaak, herstoffering en/of herpolering van meubels, in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of enige werk in verband met die finale afwerking van enige meubelstuk vir verkoop, of in die geheel of in dele, gedoen word, en die finering van lamelblokbord- of laaghoutdeure wat vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word, maar dit sluit nie in die vervaardiging van ateljeerusbanke soos hieronder omskryf, en kussings vir sodanige ateljeerusbanke, en die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalbeddens;

"ateljeerusbank", vir die toepassing van hierdie omskrywing, 'n meubelstuk wat ontwerp is om op te sit en om verander te word in 'n dubbelbed of twee of meer beddens en waarvan die raam hoofsaaklik van metaal gemaak is en die sit-en/of slaoppervlakke uit matrasse en/of kussings bestaan;

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

"Hofooreenkoms" enige geldende ooreenkoms vir die Meubelnywerheid, Transvaal, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word, of by gebrek aan so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"Mediese Komitee" die Mediese Komitee deur die Raad aangestel ingevolge klousule 12 van Hoofstuk III;

"lid" 'n werknemer wat toegelaat is as lid van die Fonds en/of Genootskap en/of Vereniging en/of Begrafnisgenootskap en/of Vereniging en/of Begrafnisgenootskap ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III, klousule 3 van Hoofstuk IV en klousule 8 van Hoofstuk V, en die woorde "lid" en "lidmaatskap" het 'n ooreenstemmende betekenis;

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

"gewone loon" die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende 'n bepaalde week gewerk het;

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

"regulasies" die regulasies van die Genootskap van tyd tot tyd deur die Mediese Komitee gemaak ingevolge klousule 9 van hierdie Hoofstuk en Hoofstuk III;

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

"reëls" die reëls van die Fonds en die Vereniging deur die Raad gemaak ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II, klousule 8 (3) van Hoofstuk IV en klousule 8 (3) van Hoofstuk V;

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

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

(d) Chapter V: Persons defined as dependants in terms of clause 2;

"Fund" means the Provident Fund for the Furniture Manufacturing Industry, Transvaal, provided for in Chapter II;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

"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, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or certains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, woodmachining, veneering, wood-turning, carves in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos and 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 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 blockboard or plywood doors used for furniture and all parts of materials used in the manufacture of furniture, but excludes the manufacture of studio couches as defined herein-after, and cushions for such studio couches, and the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

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

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

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Transvaal, 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;

"Medical Committee" means the Medical Committee appointed by the Council in accordance with the provisions of clause 12 of Chapter III;

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

"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;

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

"regulations" means the regulations of the Society made by the Medical Committee from time to time in accordance with the provisions of clause 9 of this Chapter and the provisions of Chapter III;

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

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

"sektretaris" die sektretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

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

"sietebesoldiging" die siektebesoldiging betaalbaar ingevolge klousule 9 van Hoofstuk III;

"Genootskap" die Siektebystandsgenootskap vir Transvaalse Meubelwerkers waarvoor in Hoofstuk III voorsiening gemaak word;

"ledegeld" die geld oorgedra ingevolge klousule 4 (5) van Hoofstuk II ooreenkomstig klousule 7 (1) van Hoofstuk III aan die Genootskap, klousule 4 (1) van Hoofstuk IV aan die Vereniging en klousule 4 (1) van Hoofstuk V aan die Begrafnisgenootskap;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 7 van Hoofstuk II, klousule 15 van Hoofstuk III, klousule 10 van Hoofstuk IV of klousule 10 van Hoofstuk V.

4. ADMINISTRASIE

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

5. AGENTE

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

6. VRYSTELLINGS

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

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

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

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

(4) Die sekretaris moet—

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

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

"secretary" means the secretary appointed in terms of clause 4 of this Chapter;

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

"sick pay" means the sick pay payable in terms of clause 9 of Chapter III;

"Society" means the Transvaal Furniture Workers' Sick Benefit Society provided for in Chapter III;

"subscriptions" means the amount of moneys diverted in terms of clause 4 (5) of Chapter II in accordance with clause 7 (1) of Chapter III to the Society, clause 4 (1) of Chapter IV to the Association and clause 4 (1) of Chapter V to the Burial Society;

"trustee(s)" means the trustee(s) appointed in terms of clause 7 of Chapter II, clause 15 of Chapter III, clause 10 of Chapter IV or clause 10 of Chapter V.

4. ADMINISTRATION

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

5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to institute such 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 or the Medical Committee to appoint one or more agents, with similar powers and duties of the agents referred to above, for so long as contributions are due to the Fund, the Society, the Association or the Burial Society by members and employers.

6. EXEMPTIONS

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

(2) The Management Committee or the Medical Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee or the Medical Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate of exemption.

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

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

(4) The secretary shall—

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

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

7. VRYWARING

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

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

8. ALGEMENE BEPALINGS

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

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

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

(3) Behoudens die Insolvensiewet, 1936, of enige wet, maak die bystand waarop 'n lid of afhanklike geregtig is, by sekwestrasie of afstanddoening van sy boedel nie deel is, van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fonds, die Genootskap, die Vereniging of die Begrafnisgenootskap, na gelang van die geval, en die betrokke Komitee kan daarvoor beskik op 'n wyse wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

9. REGULASIES

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

(2) 'n Eksemplaar van die regulasies, tesame met eksemplare van alle wysigings daarvan, moet op aanvraag aan elke lid van die Genootskap uitgereik word en moet ook aan die Direkteur-generaal: Mannekragbenutting gestuur word.

HOOFSTUK II

1. VOORSORGFONDS VIR DIE MEUBELNYWERHEID, TRANSVAAL

(1) Die Voorsorgfonds vir die Meubelnywerheid, Transvaal, ingestel ingevolge die Ooreenkoms gepubliseer by Goevermentskennisgewing 44 van 13 Januarie 1961, word hierby voortgesit.

(2) Die Fonds bestaan uit—

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

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

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

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

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

7. INDEMNITY

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

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

8. GENERAL PROVISIONS

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

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

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

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

9. REGULATIONS

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

(2) A copy of the regulations, as well as copies of any amendments thereto, shall be issued to every member of the Society upon request and shall also be transmitted to the Director-General: Manpower Utilisation.

CHAPTER II

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

(1) The Provident Fund for the Furniture Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice 44 of 13 January 1961, is hereby continued.

(2) The Fund shall consist of—

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

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

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

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

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

2. ADMINISTRASIE VAN DIE FONDS

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

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

(c) Ingeval die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad hierdie pligte waarneem en sy bevoegdheid uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid, Transvaal, bestaan nie, kan trustees aangestel word soos bepaal in klousule 7 van hierdie Hoofstuk.

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

(3) So spoedig doenlik ná 28 Februarie elke jaar moet die Komitee 'n rekening opstel van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 28 Februarie, asook 'n staat wat die Fonds se bates en laste toon, wat deur die ouditeur gesertifiseer en deur die voorsitter van die Komitee mede-onderteken moet word. Die gesertifiseerde rekenings en staat en enige verslag daarvoor wat deur die ouditeur opgestel word, moet daarna op die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word, aan die Direkteur-generaal: Mannekragbenutting, die werkgewersorganisasie en die vakverenigings gestuur word.

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

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

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

(a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe of banke, en/of

(b) Poskantoor spaarrekenings of -sertifikate, en/of

(c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede, en/of die Elektrisiteitsvoorsieningskommissie, en/of

(d) Nasionale Spaarsertifikate, of op

(e) enige ander manier wat deur die Registrateur goedgekeur word.

3. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—

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

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

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

4. BYDRAES

(1) (a) Behoudens paragraaf (b), moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondswaek, van die gewone loon van elke lid in sy diens die volgende bedrae aftrek:

(i) In die geval van werknemers, met inbegrip van vakleerlinge en leerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms lede was van die Fonds, 5 persent van die gewone loon plus R1,08;

2. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided 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. A copy of the rules or any amendment thereof shall be transmitted to the Director-General: Manpower Utilisation.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, Transvaal, in existence trustees may be appointed as provided for in clause 7 of this Chapter.

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

(3) As soon as possible after 28 February in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 28 February and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall 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 Director-General: Manpower Utilisation, the employers' organisation and the trade unions.

(4) The Committee shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the secretary of the Fund.

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

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

(a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks, and/or

(b) Post Office savings accounts or certificates, and/or

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

(d) National Savings Certificates, or

(e) any other manner approved by the Registrar.

3. MEMBERSHIP

(1) Membership of the Fund shall consist of—

(a) all employees, other than casual employees, in the Industry for whom minimum wages are prescribed in the Main Agreement and apprentices;

(b) subject to the approval of the Committee, such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 4 of this Chapter.

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

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b), every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the ordinary wages of each and every member in his employ—

(i) in the case of employees, including apprentices and learners who were members of the fund at the date of coming into operation of this agreement, 5 per cent of the ordinary weekly wage plus R1,08;

(ii) in die geval van werknemers met inbegrip van vakleerlinge en leerlinge wie na die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds geword het en wie se gewone loon R50 of meer per week is, 5 persent van die gewone loon, plus R1,08;

(iii) in die geval van werknemers en leerlinge wie na die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds geword het en wie se gewone loon minder as R50 per week is, 2 persent van die gewone loon en 50c vir die tydperk eindigende 30 Junie 1981, en 5 persent van die gewone loon, plus R1,08, met ingang van 1 Julie 1981.

By die bedrae aldus ooreenkomstig subparagrafe (i), (ii) en (iii) afgetrek moet die werkgever 'n gelyke bedrag voeg.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet geen bydraes betaal word as 'n lid minder as 16 uur gedurende enige FondswEEK werk nie.

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

(2) (a) Behoudens paragraaf (b), moet die werkgever alle bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, tesame met die voorgeskrewe opgawe, maandeliks aanstuur sodat dit die Sekretaris van die Raad bereik voor of op die 10de dag van die maand wat volg op die maand ten opsigte waarvan die bedrae verskuldig is.

(b) 'n Werkgever wat met betalings ingevolge paragraaf (a) agterstallig is en wat versuim, nadat hy deur die Raad skriftelik gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, sodra hy skriftelik deur die Raad aangesê word om dit te doen, die bydraes waarvan in subklousule (1) melding gemaak word, week na week betaal sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling ten opsigte van die laaste betaaldag van elke kalendermaand moet vergesel gaan van die opgawe waarvan in paragraaf (a) melding gemaak word. 'n Werkgever op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, terugkeer na die betaling van die bydraes op die maandelikse basis waarvoor in paragraaf (a) hiervan voorsiening gemaak word.

(c) Indien die bedrag verskuldig ingevolge hierdie klousule nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, bereken teen 'n koers van een persent per maand of gedeelte van 'n maand vanaf sodanige 10de dag tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad daartoe geregtig is om na absolute goedgekeurde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

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

(e) As hy dit nog nie reeds gedoen het nie maar in elk geval wanneer hy by die Fonds aansluit, moet elke lid sy werkgever in kennis stel van sy adres en identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgever verwittig van enige adresverandering van 'n afhanklike(s) en elke werkgever moet die sekretaris skriftelik daarvan kennis gee.

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

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

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

(ii) in the case of employees, including apprentices and learners who became members of the Fund after the date of coming into operation of this agreement and whose ordinary wage is R50 per week or more, 5 per cent of the ordinary wage plus R1,08;

(iii) in the case of employees and learners who became members of the Fund after the date of coming into operation of this Agreement and whose ordinary wage is less than R50 per week, 2 per cent of the ordinary wage and 50c for the period ending 30th June 1981, and 5 per cent of the ordinary wage plus R1,08 with effect from 1 July 1981.

To the amounts so deducted in terms of subparagraphs (i), (ii) and (iii), the employer shall add a similar amount.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for less than 16 hours during any one Fund week, no contributions shall be made.

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

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

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so submit the contributions referred to in subclause (1) week by week, so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a).

(c) Should an amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

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

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

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

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

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

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

(5) Van die weeklikse bydraes ontvang van die werknemer wat lid is van eenigen van die vakverenigings wat 'n party by hierdie Ooreenkoms is, en van sy werkgever wat lid is van die werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Transvaalse Meubelwerkers soos beliggaam in Hoofstuk III, sodanige ledegeld oordra as wat in klousule 7 van Hoofstuk III voorgeskryf word;

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

(c) aan die Begrafnisgenootskap soos beliggaam in Hoofstuk V, sodanige ledegeld oordra as wat in klousule 4 van Hoofstuk V voorgeskryf word.

5. BYSTAND

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

(a) Na 24 agtereenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Komitee daarvan oortuig dat die lid minstens 24 agtereenvolgende maande buite die Nywerheid gewerk het: Met dien verstande dat die Komitee, onder buitengewone omstandighede en uitsluitlik na eie goeddunke, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom, of

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

(c) ondanks paragraaf (a), waar 'n vroeë betaling van bystand goedgekeur is en onder buitengewone omstandighede aan 'n lid gemaak is, kan die Komitee uitsluitlik na eie goeddunke te eniger tyd voor die verstryking van 21 maande vanaf die datum waarop die bystand aan die lid betaal is, van so 'n lid vereis om die hele bedrag wat as bystand aan hom betaal is of 'n gedeelte daarvan terug te betaal.

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

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

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

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

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

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

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

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

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

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

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

(b) the Mortality Benefit Association embodied in Chapter IV such subscriptions as are prescribed in clause 4 of Chapter IV; and

(c) the Burial Society embodied in Chapter V of this Agreement, such subscriptions as are prescribed in clause 4 of Chapter V.

5. BENEFITS

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

(a) 24 consecutive months after having left the Industry and upon production of written proof satisfactory to the Committee that the member was engaged outside the Industry for a period of not less than 24 consecutive months: Provided that the Committee may, in exceptional circumstances and at its sole discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently;

(b) upon retirement from the Industry owing to—

(i) old age; or

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

(c) notwithstanding anything contained in paragraph (a), where an early payment of benefits has been approved and made to a member pursuant to exceptional circumstances, the Committee may at its sole and absolute discretion, at any time prior to the expiry of 21 months from the date of the member having being paid his benefits, call upon such member to refund the whole or part of the benefits paid to such member.

(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) shall be entitled to the following benefits:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) If a member has received a benefit to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may, in its discretion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

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

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

(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) hiervan, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Komitee, na verstryking van die tweejaartydperk, '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 waarin bekendgemaak word dat 'n opgawe op die kantoor van die Raad beskikbaar is, ter insae van lede of die afhanklike(s) van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsbydraes wat in die opgawe verskyn en waarin sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, sodanige bedrae soos hy goedgevind, betaal wat nie die volle bystand oorskry wat aan die lid verskuldig is nie: Met dien verstande dat sodanige betaling gedoen moet word aan afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I.

(b) As geen eis binne die tydperk van drie maande van 'n lid of sy afhanklikes ontvang word nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld verstrek aan die vakverenigings wat moet poog om binne 'n verdere drie maande die lede op te spoor of hul afhanklikes te vind wanneer daar kennis gedra word van afhanklikes. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) van 'n lid of sy afhanklikes ontvang is nie, moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die dienste van 'n lid in die Nywerheid, die bevoegdheid het om na sy uitsluitlike en absolute goedgefinke bedrae te betaal aan die betrokke lid of bevoordeeldes uit die geld wat aan die Fonds teruggeval het.

6. RENTE EN BONUSSE

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

(a) die uitgawes van die administrasie van die Fonds tot en met 28 Februarie van daardie jaar;

(b) enige rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en

(c) sodanige bedrae as wat in subklousule (4) gemeld word;

af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeleë het, naamlik:

(i) Rente uit beleggings;

(ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;

(iii) alle geld in klousule 1 (2) (e) van hierdie Hoofstuk gemeld; en

(iv) enige saldo oorgebring na die toewysing van rente en bonusse.

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

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

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

(8) (a) 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 Committee shall, after the expiry of the two-year 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, advising that a schedule is available for scrutiny at the Offices of the Council by members or the dependants of such members who had left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule and calling upon such member or his dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claim is received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependants in the order of preference contained in the definition of "dependant" as defined in clause 3 of Chapter 1.

(b) Should no claim have been received from a member or his dependants within the period of three months, the Fund shall supply the trade unions with copies of the schedule of such unclaimed moneys, and the trade unions shall within a further period of three months try to trace the members or dependants where known. Should no claim have been received from a member or his dependants within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a), the benefit shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion, to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund.

6. INTEREST AND BONUSES

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

(a) the expenses of the administration of the Fund up to and including 28 February of that year;

(b) any interest credited to members who received benefits during that year; and

(c) such moneys as are referred to in subclause (4);

from the sum of the following accruals during the previous year:

(i) Interest from investments;

(ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;

(iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and

(iv) any balance carried forward after the allocation of interest and bonuses.

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

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

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

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

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

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

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

7. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende Ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwideer word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) word die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse as gevolg van die oordrag verminder nie; en

(b) word enige lid van die Fonds wat nie lid van die nuwe Fonds kan word nie, sy volle bystand betaal asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad onttind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwideer word.

(3) Enige vakature wat ontstaan in die raad van trustees saamgestel kragtens subklousule (2), moet gevul word op dieselfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waaroor hulle en die Registrateur ooreenkom.

(5) By likwidering van die Fonds ingevolge subklousule (1) of (2) moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

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

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van hierdie Hoofstuk;

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

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

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

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

7. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

(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 this Agreement, the Fund shall be liquidated by the Committee which 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 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 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 its 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 Community may be filled by the Registrar from employers and employees in the Industry, 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 on the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two 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 be liquidated upon the expiry of the Agreement 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) shall be filled in the same manner provided for in that subclause.

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

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

(a) 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 6 of this Chapter;

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c), die bedrae wat in die krediet van lede se rekenings staan, aan sodanige lede betaal asof hulle die Nywerheid by aftrede verlaat het.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet enige bystand verbeur word waarop lede ingevolge subklousule (5) (d) geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit, eerstens, in die Siektebystandsgenootskap vir Transvaalse Meubelwerkers inbetaal word, en as die Genootskap nie meer bestaan nie, dan in die Sterftebystandsvereniging vir Transvaalse Meubelwerkers: Met dien verstande dat die Bestuurskomitee of die Mediese Komitee, na gelang van die geval, egter die bevoegdheid het om, ingeval 'n eis binne 'n tydperk van drie jaar vanaf sodanige datum ontvang word na sy uitsluitlike en absolute goeddunke aan die betrokke bevoordeeldes betaling te doen uit die gelde wat aan die Genootskap of die Vereniging verbeur is.

(7) Ingeval sowel die Vereniging as die Genootskap reeds gelikwieder is, moet die geld wat kragtens subklousule (6) verbeur is, in die algemene fonds van die Raad inbetaal word: Met dien verstande dat die Raad egter die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, soos subklousule (6) bepaal na sy uitsluitlike en absolute goeddunke aan die betrokke bevoordeeldes betalings te doen uit die geld wat aan die Raad se fondse verbeur is.

(8) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, moet die geld wat kragtens subklousule (6) hiervan verbeur is, ingeval die Vereniging en die Genootskap reeds gelikwieder is, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSKAP VIR TRANSVAALSE MEUBELWERKERS

(1) Die Siektebystandsvereniging vir Transvaalse Meubelwerkers, ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 44 van 13 Januarie 1961, word hierby voortgesit as die Siektebystandsgenootskap vir Transvaalse Meubelwerkers.

(2) Die geld van die Genootskap bestaan uit—

(a) geld wat in die krediet van die Genootskap staan op die datum waarop hierdie Ooreenkoms van krag word;

(b) die ledegeld wat kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word;

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

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

2. DOELSTELLINGS

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

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

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

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

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

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

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

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and be paid firstly into the Transvaal Furniture Workers' Sick Benefit Society and if the Society is no longer on existence then into the Transvaal Furniture Workers' Mortality Benefit Association: Provided that the Management Committee or the Medical Committee, as the case may be, shall however in the event of a claim being received within a period of three years from such date, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the Society or the Association.

(7) In the event of the Association and the Society both already having been liquidated then moneys forfeited in terms of subclause (6) shall be paid into the general funds of the Council: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, as specified in subclause (6), be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(8) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys forfeited in terms of subclause (6) shall, in the event of the Association and the Society already having been liquidated, be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

CHAPTER III

1. TRANSVAAL FURNITURE WORKERS' SICK BENEFIT SOCIETY

(1) The Transvaal Furniture Workers' Sick Benefit Society, established in terms of the Agreement published under Government Notice 44 of 13 January 1961, is hereby continued.

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

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

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

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

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

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing, in accordance with the provisions of this Chapter and the regulations, members and, subject to clause 5 of this Chapter, their dependants with medical, surgical, dental, and ophthalmic attendance and treatment, medicines, dressings, comforts, hospital or nursing home treatment when free beds in a hospital in terms of the relevant Provincial Ordinance, are unobtainable and the latter case is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Medical Committee and to take measures for the prevention of sickness and for the improvements and promotion of health amongst members and their dependants.

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

(a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;

(b) establish and/or conduct any hospital, nursing home, convalescent home or the like, or any surgery or dispensary;

(c) contract with any hospital, nursing home, convalescent home or the like for the care of members and their dependants;

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

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

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

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

3. LIDMAATSKAP

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

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

(ii) vir vakleerlinge en leerlinge.

(b) Ondanks paragraaf (a), staan lidmaatskap verder, na goeddunke van die Mediese Komitee, oop vir enige ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgevers toegestem het om die ledegeld te betaal wat in klousule 4 van Deel II bepaal word.

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

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

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

4. LEDE SE KLAGTES

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

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

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone moet op die voorwaardes hieronder uiteengesit 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 en stiefkinders), behoudens sodanige bewys as wat die Mediese Komitee vereis aangaande die vraag of hulle geheel en al van sodanige lid afhanklik is;

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

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

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

(ii) wat ouderdoms- of enige ander pensioen van hoogstens R60 per maand ontvang, en kinders onder die ouderdom van 18 jaar wat 'n inkomste van R60 per maand of minder het, na goeddunke van die Mediese Komitee, as geheel en al afhanklik geag kan word;

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

(c) Ondanks voorbehoudsbepaling (i) hierbo, moet niemand toegelaat word as 'n afhanklike van 'n lid wat minder as R1,80 per week tot die Genootskap bydrae nie (90c van die lid en 90c van die werkgever).

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

(f) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Society.

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

3. MEMBERSHIP

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

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

(ii) apprentices and learners.

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

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

(3) Members who after 20 years of service, retire from the Industry owing to old age or physical inability as substantiated by a medical certificate, or widows of deceased members may be permitted to continue to participate in the benefits of the Society, on such terms and conditions as to contributions to the Society and otherwise as the Medical Committee may from time to time prescribe.

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

4. MEMBERS' COMPLAINTS

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

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

5. ADMISSION OF DEPENDANTS

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

(a) A members' wife and a member's children under the age of 18 years (including legally adopted and foster children) subject to such proof as the Medical Committee may require of their being wholly dependent on such member;

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

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

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

(ii) who is in receipt of old age or any pension not exceeding R60 per month, and children under the age of 18 years who are in receipt of an income of R60 per month or less may, at the discretion of the Medical Committee be considered as wholly dependent;

(iii) shall normally reside with the member concerned: Provided that in special cases the Medical Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Republic of South Africa;

(c) notwithstanding the provisions of proviso (i) above, no person shall be admitted as a dependant of any member who contributes less than R1,80 per week (90c from the member and 90c from the employer) to the Society.

6. LIDMAATSKAPKAARTE

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

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

- (a) enige verandering in die huwelikstaat van 'n lid;
- (b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur 'n lid;
- (c) die dood, die bereiking van die ouderdom van 18 jaar, of die huwelik van 'n afhanklike;
- (d) die feit dat 'n afhanklike 'n loon of pensioen van meer as R60 per maand begin ontvang;
- (e) verandering van adres; en
- (f) verandering van paneeldokter.

(3) In die geval van (a) of (b) van subklousule (2), moet die huwelik- of geboortsertifikaat en/of bewys van wettige aanneming ingedien word.

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

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

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

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

7. LEDEGELD

(1) Ledegeld deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes in klousule 4 (1) (a) van Hoofstuk II bepaal en wel soos volg:

(a) Lede, vakleerlinge en leerlinge wie op die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds was, R1,80 per week (90c van die bydraes van die lid en 90c van die bydraes van die werkgewer);

(b) lede, vakleerlinge en leerlinge wie na die datum van inwerkingtreding van hierdie Ooreenkoms lede van die fonds geword het en wie se gewone loon R50 of meer per week is, R1,80 per week (90c van die bydraes van die lid en 90c van die bydraes van die werkgewer);

(c) lede en leerlinge wie na die datum van inwerkingtreding van hierdie Ooreenkoms lede van die Fonds geword het en wie se gewone loon minder as R50 per week is, 64c (32c van die bydraes van die lid en 32c van die bydraes van die werkgewer) vir die tydperk geëindig 30 Junie 1981, en R1,80 per week (90c van die bydraes van die lid en 90c van die bydraes van die werkgewer) met ingang van 1 Julie 1981.

(2) Ledegeld van ander lede as verpligte lede is R1,80 per week vooruitbetaalbaar as die sekretaris van die Genootskap.

8. BYSTAND

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

(2) Van alle lede en afhanklikes wat woonagtig is binne enige gebied waarin 'n dokter deur die Mediese Komitee aangestel is, word vereis om gebruik te maak van die dienste van sodanige dokter, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die dienste van aptekers met wie die Mediese Komitee 'n kontrak aangegaan het vir die opmaak van voorskrifte.

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

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

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

6. MEMBERSHIP CARDS

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

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

- (a) any change in the marital status of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding R60 per month;
- (e) a change of address;
- (f) a change of panel doctor.

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

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

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

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

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

7. SUBSCRIPTIONS

(1) Subscriptions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II as follows:

(a) Members, apprentices and learners who were members of the Fund at the date of coming into operation of this Agreement, R1,80 per week made up of 90c from the contributions of the member and 90 cents from the contributions of the employer.

(b) members, apprentices and learners who became members of the Fund after the date of coming into operation of this Agreement and whose ordinary weekly wage is R50 or more, R1,80 per week made up of 90c from the contributions of the member and 90c from the contributions of the employer.

(c) members and learners who became members of the Fund after the date of coming into operation of this Agreement and whose ordinary wage is less than R50 per week, 64c made up of 32c from the contributions of the member and 32 cents from the contributions of the employer, for the period ended 30th June 1981, and R1,80 per week made up of 90c from the contributions of the member and 90c from the contributions of the employer with effect from 1 July 1981.

(2) Subscriptions by other than compulsory members shall be R1,80 per week payable monthly in advance to the Secretary of the Society.

8. BENEFITS

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

(2) All members and dependants who are resident within any area in which a doctor has been appointed by the Medical Committee shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Medical Committee has contracted for the dispensing of prescriptions.

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

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

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

(b) spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof- Mediese Beampte van die Genootskap of sy plaasvervanger;

(c) operasies (as dit uitgevoer word deur die Genootskap se chirurgie of met hul toestemming), maar uitgesonderd operasies gemeld in klousule 10 van hierdie Deel van die Ooreenkoms;

(d) mediese verbande en sodanige medisyne en/of drogerie waarvoor die Mediese Komitee besluit: Met dien verstande dat die lid 10 persent van die totale koste van sodanige medisyne en drogerie betaal;

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

(f) na die uitsluitlike goëddunke van die Mediese Komitee *ex gratia*-bydraë tot mediese koste—

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

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

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

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

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

(j) koste van brille ten opsigte van 'n lid sonder afhanklikes, behoudens 'n maksimum van R100 een maal elke twee jaar en R200 een maal elke twee jaar ten opsigte van 'n lid met afhanklikes;

(k) koste van kunsgebitte ten opsigte van 'n lid sonder afhanklikes, behoudens 'n maksimum van R100 een maal elke vyf jaar, en R200 een maal elke vyf jaar, ten opsigte van 'n lid met afhanklikes;

(l) koste van tandheelkundige ondersoek, behandeling en chirurgie ten opsigte van 'n lid en/of sy afhanklikes, behoudens—

(i) 'n maksimum van R100 per jaar ten opsigte van 'n lid sonder afhanklikes; of

(ii) 'n maksimum van R200 per jaar ten opsigte van 'n getroude lid sonder minderjarige afhanklikes; of

(iii) 'n maksimum van R200 per jaar ten opsigte van 'n getroude lid, plus R25 per jaar vir elke minderjarige afhanklike;

(m) *Spesiale bystand*.—Ondanks hierdie klousule kan die Bestuurskomitee in verdienstelike gevalle na goëddunke *ex gratia*-betalings tot 'n maksimum van R200 per lid per jaar aan lede maak op die voorwaardes wat hy bepaal.

9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van sy werk afwesig te wees, is, behoudens klousules 3 en 5 van die regulasies geregtig op siektebesoldiging gedurende enige 12 kalendermaande vir elke werkdag van afwesigheid weens siekte, maar hoogstens 40 werkdag, teen die dagtarief in die Bylae hieronder gemeld:

Gewone verdienste per week volgens die Raad se registers	Dagtarief van siektebesoldiging
	R
Werknemers wat tot R32,49 verdien.....	4
Werknemers wat tussen R32,50 en R47,49 verdien..	6
Werknemers wat R47,50 en meer verdien.....	8

Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdag geag nie.

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

(2) Ondanks subklousule (1), kan die Bestuurskomitee in verdienstelike gevalle na goëddunke *ex gratia*-betalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal.

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

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

(d) medical dressings and such medicines and/or drugs as may be decided upon by the Medical Committee: Provided that the member shall pay 10 per cent of the total cost of such medicines and drugs;

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

(f) at the entire discretion of the Medical Committee, to and *ex gratia* contribution towards medical expenses—

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

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

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

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

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

(j) cost of spectacles in respect of a member without dependants, subject to a maximum of R100 once every two years, and R200 once every two years in respect of a member with dependants;

(k) cost of dentures in respect of a member without dependants, subject to a maximum of R100 once every five years, and R200 once every five years in respect of a member with dependants;

(l) cost of dental examination, treatment and surgery in respect of a member and/or his dependants, subject to—

(i) a maximum of R100 per annum in respect of a member without dependants; or

(ii) a maximum of R200 per annum in respect of a married member without minor dependants; or

(iii) a maximum of R200 per annum in respect of a married member plus R25 per annum for each minor dependant;

(m) *Special benefits*.—Notwithstanding anything contained in this clause, the Management Committee may at its discretion make *ex gratia* payments to members on such terms and conditions as it may determine, in deserving cases, up to a maximum of R200 per member per year.

9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work, shall subject to clauses 3 and 5 of the regulations, be entitled to sick pay during any 12 calendar months for each working day of absence through sickness not exceeding 40 working days at the daily rate reflected in the Schedule below:

Ordinary earnings per week according to Council records	Daily rate of sick pay
	R
Employees earning up to R32,49.....	4
Employees earning between R32,50 and R47,49....	6
Employees earning R47,50 and more.....	8

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

Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick-pay medical certificate prescribed in Annexure A of the regulations.

(2) Notwithstanding the provisions of subclause (1), the Management Committee may at its discretion make *ex gratia* sick pay payments to members on such terms and conditions as it may determine, in deserving cases, for a further period of 40 days.

10. BEPERKING VAN BYSTAND

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

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

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

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

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

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

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

(g) operasies uit eie keuse;

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

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

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

(k) geestesiektes;

(l) geslagsiektes;

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

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

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

11. MEDIESE BEHANDELING

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

12. BESTUUR

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

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

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

(4) Lede en plaasvervangers in die Mediese Komitee, bekleed hul amp vir 'n tydperk van 12 maande, waarna hulle heraanstell kan word.

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

13. BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en die werksaamhede van die Genootskap ooreenkomstig die bepalinge van hierdie Hoofstuk en by die uitoefening van hierdie funksies, doen die Mediese Komitee alle sodanige stappe as wat hy nodig

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services required by members and their dependants in connection with any of the following shall not be a liability of the Society:

(a) Any sickness arising out of disorderly behaviour, misconduct, indulgence in alcohol or intoxicating liquor, or the misuse of drugs or the like;

(b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;

(c) any accidental or wilful injury which, in the opinion of the Medical Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance, to the extent of such compensation or cover, as the case may be;

(d) injuries arising from assaults or motor accidents where a certified police report is not submitted to the Society;

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

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

(g) operations of choice;

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

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

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

(k) mental ailments;

(l) venereal disease;

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

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

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

11. MEDICAL TREATMENT

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

12. MANAGEMENT

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

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

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

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

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

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical Committee shall direct the policy of the Society and administer the general business and activities of the Society, in accordance with the provisions of this Chapter and, in so doing, the Medical Committee shall take all such

ag, of wat hy beskou as bevorderlik vir, of wat hom sal help by die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

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

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

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

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

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

14. FINANSIËLE BEHEER

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

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

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

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

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

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

(7) Die geauditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Direkteur-generaal: Mannekragbenutting, Pretoria, voorgelê word.

15. LIKWIDERING VAN DIE GENOOTSKAP

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

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

steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object. In particular the Medical Committee may—

(a) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (b) of Chapter II; and

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

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

(i) if he applies in writing for such removal, or

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

14. FINANCIAL CONTROL

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

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

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

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

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

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

(7) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within 3 months of the close of the period covered thereby be submitted to the Director-General: Manpower Utilisation, Pretoria.

15. LIQUIDATION OF THE SOCIETY

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

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

(3) (a) Die Mediese Komitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande in subklousule (1) bedoel, of na verstryking van die Ooreenkoms ingevolge subklousule (2), steeds die Genootskap administreer en bystand verskaf aan lede, uitgesonderd siektebesoldiging bepaal in klousule 9, asof die Ooreenkoms nog van krag was, tot tyd en wyl die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 10 (2) van hierdie Hoofstuk gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) deur die Mediese Komitee of die trustee, na gelang van die geval, gelikwider word.

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

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

HOOFSTUK IV

1. STERFTEBYSTANDSVERENIGING VIR TRANSVAALSE MEUBELWERKERS

(1) Die Vereniging bekend as die Sterftebystandsvereniging vir Meubelwerkers (Transvaal), ingestel kragtens die Ooreenkoms, gepubliseer by Goewermentskennisgewing 1682 van 19 Oktober 1962, word hierby voortgesit as die Sterftebystandsvereniging vir Transvaalse Meubelwerkers.

(2) Die geld van die Vereniging bestaan uit—

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

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

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

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

2. DOELSTELLINGS

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

(a) Sy weduwee; en/of

(b) sy minderjarige kind en/of minderjarige stiefkind; en/of

(c) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is.

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

3. LIDMAATSKAP

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

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

(ii) vir vakleerlinge en leerlinge.

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

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

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of

(3) (a) The Medical Committee or trustees, as the case may be, shall after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 9, as if the Agreement remained in operation, until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 10 (2) of this Chapter, in which event the Society shall be liquidated by the Medical Committee or the trustees, as the case may be, in terms of paragraph (b).

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

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

CHAPTER IV

1. TRANSVAAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

(1) The Association known as the Transvaal Furniture Workers' Mortality Benefit Association, established in terms of the Agreement published under Government Notice 1682 of 19 October 1962, is hereby continued.

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

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

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

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

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

2. OBJECTS

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

(a) His widow; and/or

(b) his minor child and/or minor step-child; and/or

(c) any other person wholly dependent upon such member, and who satisfies the Committee that he is so dependent.

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

3. MEMBERSHIP

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

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

(ii) apprentices and learners.

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

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

(a) immediately there is a cessation of contributions in respect of such member; or

(b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklousule (2), eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

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

4. LEDEGELD

(1) Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 14c per week en moet—

- (a) ten opsigte van 'n lid in klousule 3 (1) (a) van hierdie Hoofstuk bedoel, in gelyke dele oorgedra word kragtens klousule 4 (5) van Hoofstuk II uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II voorgeskryf word; en
- (b) ten opsigte van 'n lid in klousule 3 (1) (b) van hierdie Hoofstuk bedoel, weekliks deur sy werkgewer afgetrek word van die lid se loon en maand vir maand aan die sekretaris van die Vereniging gestuur word.

5. STERFTEBYSTAND

(1) By die dood van 'n lid wat ten tyde van sy dood nog nie die ouderdom van 65 jaar bereik het nie en ten behoeve van wie die Vereniging bydraes ontvang het tot die datum van sy dood, of wat nog nie die ouderdom van 65 jaar bereik het nie en wat voor sy dood opgehou het om bydraes tot die Vereniging te maak om die redes in klousule 3 (3) (b) en (d) uiteengesit, is die sterftebystand wat, behoudens klousule 6, aan 'n afhanklike betaalbaar is—

- (a) in die geval van 'n gestorwe lid wat hoogstens 12 maande lank lid was: R150;
- (b) in die geval van 'n gestorwe lid wat langer as 12 maande maar hoogstens vyf jaar lank lid was: R250;
- (c) in die geval van 'n gestorwe lid wat langer as vyf jaar maar hoogstens 10 jaar lank lid was: R500;
- (d) in die geval van 'n gestorwe lid wat langer as 10 jaar maar hoogstens 20 jaar lank lid was: R750;
- (e) in die geval van 'n gestorwe lid wat langer as 20 jaar lank lid was: R1 000.

(2) As 'n gestorwe lid geen afhanklike sou hê nie, kan die Komitee na goeë dunks 'n aansoek om 'n *ex gratia*-betaling ten opsigte van begrafniskoste van die gestorwe lid oorweeg. Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R180 mag bedra. Die Komitee se beslissing ten opsigte van so 'n aansoek is finaal.

(3) As 'n gestorwe lid geen afhanklikes het nie, moet die Bestuurskomitee die bedrag wat die gestorwe lid sou ontvang het indien hy afhanklikes gehad het, min enige *ex gratia*-betalings wat ingevolge subklousule (2) gemaak is, oordra na 'n reserwe wat ingestel word vir die betaling van bystand aan die afhanklikes van nie-bydraende lede wat ten tyde van hul dood nie tot die Vereniging bygedra het nie om redes in klousule 3 (3) (a) en (c) uiteengesit.

(4) Afhangende van sodanige surplus as wat toegeval het aan die reserwe vir nie-bydraende lede wat ingevolge subklousule (3) ingestel is, moet die Komitee by die dood van 'n nie-bydraende lid in daardie subklousule vermeld, besluit, met betrekking tot sodanige gestorwe lid se tydperk van lidmaatskap waartydens hy bygedra het, oor die bedrag van die sterftebystand wat volgens die absolute en finale goeë dunks van die Komitee aan die afhanklike(s) van sodanige lid betaal moet word, welke bedrag hoogstens R1 000 mag wees.

(5) Indien die bedrag in die krediet van die reserwe vir nie-bydraende lede te eniger tyd tot onder R1 000 daal, moet betaling ingevolge subklousule (4) gestaak word. Betaling van enige bystand ingevolge subklousule (4) mag nie hervat word nie voordat die bedrag in die krediet van die reserwe vir nie-bydraende lede meer as R2 000 beloop.

(6) Ondanks subklousule (5), indien die bedrag in die reserwe vir nie-bydraende lede meer as R1 000 is maar die totale bedrag in die krediet van die Vereniging tot onder R2 500 daal, mag geen betalings gedoen word voordat daar aan die vereistes van klousule 6 (3) voldoen is nie.

(b) when a member severs his connection with the Industry, and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 5 of this Chapter.

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

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

4. SUBSCRIPTIONS

(1) The subscriptions payable in respect of each member shall be 14 cents per week and shall—

- (a) in respect of a member referred to in clause 3 (1) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter II from the contributions prescribed in clause 4 (1) (a) of Chapter II; and
- (b) in respect of a member referred to in clause 3 (1) of this Chapter, be deducted weekly by his employer from the wages of the member and forwarded month by month to the secretary of the Association.

5. MORTALITY BENEFITS

(1) Upon the death of a member who had not attained the age of 65 years at the time of his death and on behalf of whom the Association received contributions up to the day of his death, or who has not attained the age of 65 years and who ceased to contribute to the Association prior to his death for the reasons specified in clause 3 (3) (b) and (d), the mortality benefits payable to the dependant shall, subject to clause 6, be—

- (a) in the case of a deceased member who had been a member for up to 12 months: R150;
- (b) in the case of a deceased member who had been a member for more than 12 months but not more than five years: R250;
- (c) in the case of a deceased member who had been a member for more than five years but not more than 10 years: R500;
- (d) in the case of a deceased member who had been a member for more than 10 years but not more than 20 years: R750;
- (e) in the case of a deceased member who had been a member for longer than 20 years: R1 000.

(2) Should a deceased member have no dependant, the Committee may in its discretion consider an application for an *ex gratia* payment in respect of burial costs of such deceased member: Provided that, should the Committee decide to make such payment, it shall not exceed the amount of R180. The Committee's decision in regard to such application shall be final.

(3) Where a deceased member has no dependants, the Management Committee shall transfer such amount the deceased member would have received, had he had dependants, less any *ex gratia* payments in terms of subclause (2) to a reserve created for the payment of benefits to the dependants of non-contributing members who at the time of their death were not contributing to the Association for reasons specified in clause 3 (3) (a) and (c).

(4) Depending upon such surplus accrued to the non-contributory members' reserve created in terms of subclause (3), the Committee shall, upon the death of a non-contributory member referred to in that subclause, decide in relation to such deceased member's period of contributory membership, upon the mortality benefits to be paid at the entire and final discretion of the Committee to the dependant(s) of such member, which amount shall not exceed R1 000.

(5) If at any time, the amount to the credit of the non-contributory members' reserve falls below R1 000, payment in terms of subclause (4) shall cease. Payment of any benefits in terms of subclause (4) shall not be resumed until the amount to the credit of the non-contributory reserve exceeds R2 000.

(6) Notwithstanding subclause (5), should the amount in the non-contributory members' reserve exceed R1 000 but the total amount to the credit of the Association fall below R2 500, no payment shall be made until the requirements of clause 6 (3) have been complied with.

(7) Die Bestuurskomitee kan volgens absolute goeddunke geld, benewens die geld in subklousule (3) bedoel, uit die Vereniging se opgelope fondse oordra na die reserwe vir nie-bydraende lede indien hierdie reserwe nie sy verpligtings kan nakom nie: Met dien verstande dat die Vereniging se opgelope fondse as gevolg van sodanige oordrag nie tot 'n bedrag van minder as R17 500 verminder word nie.

6. BEPERKING VAN BYSTAND

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

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

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

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

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

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

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

(3) As die bedrag in die krediet van die Vereniging te eniger tyd tot onder R2 500 daal, moet betalings ingevolge klousule 5 eindig en moet dit nie weer hervat word voordat die bedrag in die krediet van die Vereniging meer as R5 000 is nie.

7. ADMINISTRASIE VAN DIE VERENIGING

(1) Die administrasie van die Vereniging berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewervertenwoordigers en drie werknemerverteenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

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

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in

(7) The Management Committee may in its entire discretion transfer moneys, in addition to the moneys mentioned in sub-clause (3), from the Association's accumulated funds to the non-contributory members' reserve should this reserve not be able to meet its commitments: Provided that the Association's accumulated moneys shall by such transfer not be reduced to an amount of less than R17 500.

6. LIMITATION OF BENEFITS

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

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

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

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

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

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

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

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

7. ADMINISTRATION OF THE ASSOCIATION

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

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

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

sodanige advertensie moet die jongsbekende werkplek van die gestorwe lid en die bekende naam/name van afhanklikes en hul jongsbekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering op versoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

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

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

In die besonder kan die Komitee—

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

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

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

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

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

9. FINANSIËLE BEHEER

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

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

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

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

(5) Die geauditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Direkteur-generaal: Mannekragbenutting voorgelê word.

10. ONTBINDING VAN DIE VERENIGING

(1) Die bepalings van klousule 7 (1) tot klousule 7 (4) van Hoofstuk II is *mutatis mutandis* van toepassing op die Vereniging.

(2) By die likwidering van die Vereniging ingevolge klousule 7 (1) of 7 (2) van Hoofstuk II moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Vereniging in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

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

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Association and administer the general business and activities of the Association, in accordance with the provisions of this Chapter, and in so doing the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

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

In particular the Committee may—

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

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

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

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

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

9. FINANCIAL CONTROL

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

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

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

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

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period to which they relate be submitted to the Director-General: Manpower Utilisation.

10. DISSOLUTION OF THE ASSOCIATION

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II shall *mutatis mutandis* apply in respect of the Association.

(2) Upon the liquidation of the Association in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II, the Committee, liquidator or the trustee(s), as the case may be, shall—

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

(b) alle krediteure, administrasie- en likwidasielkoste uit die fondse van die Vereniging betaal.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet alle geld, as daar geld daarna oorbly, in die krediet van die Vereniging nadat dit ooreenkomstig subklousule (2) gelikwedeer is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubelwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Meubelwerkers gelikwedeer is, moet die geld in subklousule (3) bedoel in die algemene fondse van die Raad inbetaal word.

(5) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, moet die geld in subklousule (3) bedoel, ingeval die Siektebystandsgenootskap vir Transvaalse Meubelwerkers ook reeds gelikwedeer is, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

HOOFSTUK V

1. BEGRAFNISGENOOTSKAP VIR TRANSVAALSE MEUBELWERKERS

(1) Die Begrafnisgenootskap bekend as die Transvaalse Meubelwerkers Begrafnisgenootskap, ingestel ingevolge die ooreenkoms gepubliseer by Goewermentskennisgewing R. 1354 van 22 Junie 1979, word hierby voortgesit as die Begrafnisgenootskap vir Transvaalse Meubelwerkers.

(2) Die geld van die Begrafnisgenootskap bestaan uit—

(a) geld in die krediet van die Begrafnisgenootskap vanaf 2 Julie 1979;

(b) die ledegeld wat kragtens klousule 4 (5) (c) van Hoofstuk II aan die Begrafnisgenootskap oorgedra word;

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

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

2. DOELSTELLINGS

(1) Die doel van die Begrafnisgenootskap is om voorsiening te maak vir bystand vir 'n afhanklike van 'n lid van die Begrafnisgenootskap ingeval van die dood van sodanige lid se afhanklikes. Vir die toepassing van hierdie Hoofstuk, beteken "afhanklike", met betrekking tot 'n lid, na die goedgeundke van die Komitee een of meer van die volgende:

(a) Sy eggenote; en/of

(b) sy ongetroude minderjarige kind en/of ongetroude minderjarige stiefkind en/of ongetroude minderjarige aangetroude kind.

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

3. LIDMAATSKAP

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

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

(ii) vir vakleerlinge en leerlinge.

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

(2) Behoudens subklousule (3), eindig lidmaatskap van die Begrafnisgenootskap—

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of

(b) wanneer 'n lid sy bande met die Nywerheid verbreek en sodanige voormalige lid dan nie geregtig is op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

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

(a) die bereiking, deur 'n lid, van die leeftyd van 65 jaar;

(b) pay all creditors, administration and liquidation expenses from the funds of the Association.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Association upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Furniture Workers' Sick Benefit Society.

(4) In the event of the Transvaal Furniture Workers' Sick Benefit Society having been liquidated, the moneys referred to in subclause (3) shall be paid into the general funds of the Council.

(5) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, the moneys referred to in subclause (3) shall, in the event of the Transvaal Furniture Workers' Sick Benefit Society also already having been liquidated, be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

CHAPTER V

1. TRANSVAAL FURNITURE WORKERS' BURIAL SOCIETY

(1) The Burial Society, known as the Transvaal Furniture Workers' Burial Society, established in terms of the Agreement published under Government Notice R. 1354 of 22 June 1979, is hereby continued.

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

(a) moneys standing to the credit of the Burial Society as from 2 July 1979;

(b) the subscriptions diverted to the Burial Society in terms of clause 4 (5) (c) of Chapter II,

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

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

2. OBJECTS

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

(a) His wife; and/or

(b) his unmarried minor child and/or unmarried minor step-child and/or unmarried minor adopted child.

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

3. MEMBERSHIP

(1) (a) Membership of the Burial Society shall be compulsory—

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

(ii) for apprentices and learners.

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

(2) Subject to the provisions of subclause (3), membership of the Burial Society shall cease—

(a) as soon as there is a cessation of contributions in respect of such member; or

(b) when a member severs his connection with the Industry, such former member shall thereupon not be entitled to the benefits prescribed in clause 5 of this Chapter.

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

(a) a member attaining the age of 65 years;

(b) werkloosheid wat, na die mening van die Komitee wie se beslissing finaal is, nie veroorsaak is deur onwilligheid om te werk nie en sodanige lid die maandelike bydraes vooruit betaal, behoudens 'n maksimum van 13 weke;

(c) die onvermoë van die lid om weens swak gesondheid te werk nie;

(d) korttyd.

4. LEDEGELD

(1) Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 22c per week en moet—

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

(b) ten opsigte van 'n lid in klousule 3 (1) (b) van hierdie Hoofstuk bedoel, weekliks deur sy werkgever afgetrek word van die lid se loon en maand vir maand aan die sekretaris van die Begrafnisgenootskap gestuur word.

5. BEGRAFNISBYSTAND

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

(a) in die geval van 'n afhanklike wat die ouderdom van 14 jaar bereik het: R300;

(b) in die geval van 'n afhanklike wat die ouderdom van ses jaar maar minder as 14 jaar bereik het: R200;

(c) in die geval van 'n afhanklike wat nie die ouderdom van ses jaar bereik het nie en doodgebore afhanklikes: R100.

6. BEPERKING VAN BYSTAND

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

(2) As die bedrag in die krediet van die Begrafnisgenootskap te eniger tyd tot onder R2 500 daal, moet betalings ingevolge klousule 5 eindig en moet dit nie weer hervat word voordat die bedrag in die krediet van die Begrafnisgenootskap meer as R5 000 is nie.

7. ADMINISTRASIE VAN DIE BEGRAFNIS-GENOOTSKAP

(1) Die administrasie van die Begrafnisgenootskap berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewersverteenwoordigers en drie werknemersverteenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke lid moet die sekretaris in kennis stel van die dood van enige afhanklike. Nadat hy inligting uit enige bron van die dood van 'n afhanklike ontvang het, moet die sekretaris so gou doenlik die lid per brief of omsendbrief daarvan verwittig dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n lid nie en die Bestuurskomitee nie daartoe in staat is om die lid by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n afhanklike ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die lid normaalweg woonagtig was, met die strekking dat bystand beskikbaar is vir opvordering op aansoek deur die lid by 'n adres wat uitdruklik deur die Komitee gemeld word.

(b) unemployment which, in the opinion of the Committee whose decision shall be final, was not occasioned by an unwillingness to work and where such member pays the monthly contributions in advance, subject to a maximum of 13 weeks;

(c) the inability of the member to perform any work because of ill-health;

(d) short-time.

4. SUBSCRIPTIONS

(1) The subscriptions payable in respect of each member shall be 22c per week and shall—

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

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

5. BURIAL BENEFITS

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

(a) in the case of a dependant who has attained the age of 14 years: R300;

(b) in the case of a dependant who had attained the age of six years but less than 14 years: R200;

(c) in the case of a dependant who had not attained the age of six years and stillborns: R100.

6. LIMITATION OF BENEFITS

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

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

7. ADMINISTRATION OF THE BURIAL SOCIETY

(1) The administration of the Burial Society shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee.

(2) Every member shall notify the Secretary of the death of any dependant. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a dependant, notify the member by letter or circular that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the Secretary not having been notified of the latest address of a member and the Management Committee not being able to trace the member at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a dependant, the Committee shall insert an advertisement in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the member was normally resident, stating the fact that benefits are available for collection upon application by the member at an address specified by the Committee.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

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

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

In die besonder kan die Komitee—

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

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

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

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

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

9. FINANSIËLE BEHEER

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

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

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

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

(5) Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Direkteur-generaal: Mannekragbenutting voorgeleë word.

10. ONTBINDING VAN DIE BEGRAFNISGENOOTSKAP

(1) Klousule 7 (1) tot klousule 7 (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Begrafnisgenootskap.

(2) By die likwidering van die Begrafnisgenootskap ingevolge klousule 7 (1) of 7 (2) van Hoofstuk II moet die Komitee, likwidateur of trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Begrafnisgenootskap in kontantfondse om te skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Begrafnisgenootskap betaal.

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Burial Society and administer the general business and activities of the Burial Society in accordance with the provisions of this Chapter and, in so doing, the Committee shall take all such steps as it may deem necessary for, or which it considers will be conducive towards or will assist in the attainment of such object.

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

In particular, the Committee may—

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

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

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Burial Society: 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. A copy of the rules and any amendment thereof shall be transmitted to the Director-General: Manpower Utilisation.

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

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

9. FINANCIAL CONTROL

(1) All expenses incurred in connection with the administration of the Burial Society shall be a charge against the Burial Society.

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

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

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

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period to which they relate be submitted to the Director-General: Manpower Utilisation.

10. DISSOLUTION OF THE BURIAL SOCIETY

(1) The provisions of clause 7 (1) to clause 7 (4) of Chapter II of this Agreement shall *mutatis mutandis* apply in respect of the Burial Society.

(2) Upon the liquidation of the Burial Society in accordance with the provisions of clause 7 (1) or 7 (2) of Chapter II, the Committee, liquidator or the trustees as the case may be, shall—

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

(b) pay all creditors, administration and liquidation expenses from the funds of the Burial Society.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, moet alle geld, as daar geld daarna oorbly in die krediet van die Begrafnisgenootskap nadat dit ooreenkomstig subklousule (2) gelikwider is, inbetaal word in die Siektebystandsgenootskap vir Transvaalse Meubelwerkers.

(4) Ingeval die Siektebystandsgenootskap vir Transvaalse Meubelwerkers gelikwider is, moet die geld in subklousule (3) bedoel in die algemene fondse van die Raad inbetaal word.

(5) As die sake van die Raad reeds beredder en die saldo van die Raad se fondse verdeel is, moet die geld in subklousule (3) bedoel, ingeval die Siektebystandsgenootskap vir Transvaalse Meubelwerkers ook reeds gelikwider is, verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

Hierdie Ooreenkoms is namens die partye op hede die 6de dag van Augustus 1980 in Johannesburg onderteken.

I. R. MYERS, Voorsitter van die Raad.

A. J. M. GROENEWALD, Ondervoorsitter van die Raad.

P. C. SMIT, Sekretaris van die Raad.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Burial Society upon liquidation in accordance with subclause (2), such moneys shall be paid into the Transvaal Furniture Workers' Sick Benefit Society.

(4) In the event of the Sick Benefit Society having been liquidated, then the moneys referred to in subclause (3) shall be paid into the general funds of the Council.

(5) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, the moneys referred to in subclause (3) shall, in the event of the Sick Benefit Society also already having been liquidated, be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

This Agreement signed on behalf of the parties at Johannesburg this 6th day of August 1980.

I. R. MYERS, Chairman of the Council.

A. J. M. GROENEWALD, Vice-Chairman of the Council.

P. C. SMIT, Secretary of the Council.

No. R. 364

27 Februarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, TRANSVAAL. — VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 363 van 27 Februarie 1981, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 364

27 February 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

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

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the first Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 363 of 27 February 1981, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 365

27 Februarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, TRANSVAAL.—INTREK-KING VAN GOEWERMENTSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 1950, R. 1951, R. 1952 en R. 1953 van 22 Oktober 1976, R. 1304 van 15 Julie 1977, R. 2120 van 21 Oktober 1977, R. 1715 van 25 Augustus 1978 en R. 1354 van 22 Junie 1979, in met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 365

27 February 1981

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 1950, R. 1951, R. 1952 and R. 1953 of 22 October 1976, R. 1304 of 15 July 1977, R. 2120 of 21 October 1977, R. 1715 of 25 August 1978 and R. 1354 of 22 June 1979, with effect from the first Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Manpower Utilisation.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenpose; elke deel bevat tien kleurplate. Intekengeld bedra R5 per deel (buitelands R5,25 per deel): Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R30; in moroccoleer gebind R35. (Buitelands, linne gebind R31; moroccoleer R36).

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

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THE FOLLOWING PLANTS OF AFRICA

The following plants are listed in the following order: first, the plants which are native to Africa; second, the plants which are introduced from other parts of the world; and third, the plants which are introduced from other parts of Africa.

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