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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG- BENUTTING

No. R. 366

27 Februarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—
BYSTANDSFONDSE-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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 beddegoednywerheid 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 provinsie Transvaal; 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 provinsie Transvaal *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 Mannekragbenutting

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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 366

27 February 1981

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING 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 Bedding 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 the 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 Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal 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.

7445—1

BYLAE

NYWERHEIDSRAAD VIR DIE BEDDEGOEDNYWERHEID
TRANSVAAL

BYSTANDSFONDSE-OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aange-
gaan tussen die

Bedding Manufacturers Association of the Transvaal

(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 Beddegoednywerheid,
Transvaal.

HOOFSTUK I

1. TOEPASSINGSBESTEK

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

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel 48
van die Wet deur die Minister 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;

"Vereniging" die Sterfbystandvereniging vir Transvaalse Beddegoed-
werkers, waarvoor in Hoofstuk IV voorsiening gemaak word;

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

"Beddegoednywerheid" die Nywerheid waarin werkgewers en werk-
nemers met mekaar geassosieer is vir die vervaardiging van beddegoed,
wat die volgende insluit:

(i) Matrasse, veermatrasse, bomatrasse, peule, kussings vir ateljeerus-
banke en veereenhede;

(ii) ateljeerusbanke;

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

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

"Begravnisgenootskap" die Begravnisgenootskap vir Transvaalse
Beddegoedwerkers waarvoor in Hoofstuk V voorsiening gemaak word;

"Los werknemer" 'n werknemer wat by dieselfde werkgewer vir
hoogstens drie dae in enige bepaalde week in diens is om grondstowwe van
water 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 aan-
gestel 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 Beddegoednywerheid, Transvaal;

"Afhanklike", met betrekking tot 'n lid vir die doeleindes van—

Hoofstuk II:

(i) Sy vrou;

(ii) sy weduwee;

(iii) sy minderjarige kind of minderjarige stiefkind; of

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BEDDING 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

Bedding Manufactures' Association of the Transvaal

(hereinafter referred to as the "Employers" or the "employers organisa-
tion"), 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 Bedding Manufacturing
Industry, Transvaal.

CHAPTER I

1. SCOPE OF APPLICATION

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

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be speci-
fied 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 Indus-
trial Conciliation Act, 1956, shall have the same meaning as in that Act
and unless the contrary intention appears, all words and expressions im-
porting the masculine shall include the feminine gender, and those signi-
fying the singular shall include the plural and vice versa; further, unless
inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, "Association"
means the Transvaal Bedding Workers' Mortality Benefit Association pro-
vided for in Chapter IV;

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

(i) mattresses, spring mattresses, overlays, bolsters, cushions for stu-
dio couches and spring units;

(ii) studio couches;

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

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

"Burial Society" means the Transvaal Bedding 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 Bedding 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) 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;

(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 Beddegoednywerheid, 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;

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

"Hofooreenkoms" enige geldende ooreenkoms vir die Beddegoednywerheid, 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 ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III, klousule 3 van Hoofstuk IV en klousule 3 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 voor 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 wees ongeskiktheid, swak gesondheid of hoë ouderdom, en het "aftree" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds en 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;

"Sekretaris" die sekretaris aangestel ingevolge klousule 4 van hierdie Hoofstuk;

"siekte" liggaamlike ongesteldheid, ongeskiktheid of ongesteldheid wees '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 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;

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, reëlins 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, loonkoevertes en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig is met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee 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 die 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.

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

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

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

(d) Chapter V: Persons defined as dependants in terms of clause 2; "Fund" means the Provident Fund for the Bedding 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;

"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 Bedding 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" mean 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, clause 8 (3) of Chapter IV and clause 8 (3) of Chapter V respectively;

"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 Bedding 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;

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) Die Bestuurskomitee of die Mediese Komitee moet, ten opsigte van enige werkgewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waaronder sodanige vrystelling verleen word en die tydperk 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.

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 of die Begrafnisgenootskap, 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, die Genootskap, die Vereniging of die 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 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 van hierdie ooreenkoms of enige ander wet onbestaanbaar is nie, te maak, te wysig en te herroep, om behoorlik uitvoering te gee aan die Siektebystandgenootskap vir Transvaalse Beddegoedwerkers 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 van Mannekragbenutting gestuur word.

10. ONTBINDING VAN DIE RAAD

Indien die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fondse, waarvoor by Hoofstukke II, III, IV en V van hierdie Ooreenkoms voorsiëning gemaak word, deur die Nywerheidsraad vir die Meubelnywerheid, Transvaal, geadminestreer word. Vanaf die datum waarop lidmaatskap van laasgenoemde Raad se

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

(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) subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The secretary shall—

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

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

7. INDEMNITY

(1) The members of the Council, the members of the Committee or Medical Committee and the officers of the Fund, 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 act 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 of this Agreement, or any other law for the efficient carrying out of the Society's objects, and for determining the extent of the benefits to be granted by the Society and the terms and conditions applicable thereto.

(2) A copy of the regulations, 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 of Manpower Utilisation.

10. DISSOLUTION OF THE COUNCIL

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 funds provided for in Chapters II, III, IV and V of this Agreement shall be administered by the Industrial Council for the Furniture Manufacturing Industry, Transvaal. As from the date on which membership of the latter Council's Provident Fund, Sick Benefit

Voorsorgfonds, Siektebystandsgenootskap, Sterftebystandsvereniging en Begrafnisgenootskap verpligtend word, ingevolge 'n ooreenkoms gepubliseer kragtens artikel 48 van die Wet, vir werknemers wat aan die bepaling van hierdie Ooreenkoms onderworpe is, moet bydraes wat ingevolge hierdie Ooreenkoms betaalbaar is, gestaak word, en moet al die bates en laste van die Fondse waarvoor in Hoofstukke II, III, IV en V van hierdie Ooreenkoms voorsiening gemaak word, onderskeidelik aan die Voorsorgfonds vir die Meubelnywerheid, Transvaal, die Siektebystandsgenootskap vir Transvaalse Meubelwerkers, die Sterftebystandsvereniging vir Transvaalse Meubelwerkers en die Begrafnisgenootskap vir Transvaalse Meubelwerkers oorgedra word.

HOOFSTUK II

1. VOORSORGFONDS VIR DIE BEDDEGOEDNYWERHEID, TRANSVAAL

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

(2) Die Fonds bestaan uit—

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

(b) die totale weeklikse bydraes van sowel werkgever 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.

2. ADMINISTRASIE VAN DIE FONDSE

(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 werknemervertreterwoordigers 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 prosedurereëls 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 bevoegdhede uitoefen.

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

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

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

(5) Indien 'n geskil te eniger tyd ontstaan aangaande die administrasie van die Fonds waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak 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) Poskantoorpaarrekenings 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

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

Society, Mortality Benefit Association and Burial Society becomes compulsory in terms of an agreement published under section 48 of the Act for employees who are subject to the provisions of this Agreement, contributions payable in terms of this Agreement shall cease and all the assets and liabilities of the Funds provided for in Chapters II, III, IV and V of this Agreement shall be transferred to the Provident Fund for the Furniture Manufacturing Industry, Transvaal, the Transvaal Furniture Workers' Sick Benefit Society, the Transvaal Furniture Workers' Mortality Benefit Association and the Transvaal Furniture Workers' Burial Society, respectively.

CHAPTER II

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

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

(2) The Fund shall consist of—

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

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

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

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

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

2. ADMINISTRATION OF THE FUND

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

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided 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 of 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.

(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 of 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. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—

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

(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgevers 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) hiervan, moet elke werkgever op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondswaak, van die gewone loon van elke lid in sy diens die volgende bedrae aftrek:

(i) In die geval van werknemers 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;

(ii) 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 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 bepalinge in hierdie Ooreenkoms, moet geen bydraes betaal word as 'n lid minder as 16 uur gedurende enige Fondswaak werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging, asook vir vakansies met besoldiging, asof die betrokke lid by sy werk aanwesig was op die 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) hiervan 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) hiervan 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) hiervan 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) hiervan melding gemaak word. 'n Werkgever op wie hierdie paragraaf toegepas is, kan, slegs nadat hy deur die Raad skriftelik in kennis gestel is, na die betaling van die bydraes terugkeer op die maandelikse basis waarvoor in paragraaf (a) hiervan voorsiening gemaak word.

(c) Indien die bedrae 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 1 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 goeddunke 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) 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 sy 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.

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;

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

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

4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, 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 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 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 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 30 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) hereof. 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 any 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) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

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

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

(5) Van die weeklikse bydraes ontvang van die werknemer wat lid is van enige 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 Beddegoedwerkers, 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 opgeloo 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 goeë dunks, 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 goeë dunks te eniger tyd voor die verstrikking 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) 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 voorgelê 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.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgeloo het, word die saldo van die werkgever 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 werkgever se bydraes wat ten opsigte van sodanige lid bygedra is, plus rente en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die afgestorwe lid geen eis teen die Fonds nie.

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

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

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

(5) From the weekly contributions received from the employee who is a member of either of the trade 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 Bedding Workers' Sick Benefit Society embodied in Chapter III, such subscriptions as are prescribed in clause 7 of Chapter III;

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

(c) the Burial Society embodied in Chapter V, 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): Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.

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

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

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

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

(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 dagblaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is 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/nam van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvoeding 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) 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 '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 goeddunke bedrae aan die betrokke afhanklikes te betaal uit die geld wat aan die Fonds teruggeval het.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos 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 goeddunke die terugbetaling van enige kleiner bedrag kan eis of die lid die hele bedrag kwytgeld.

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

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van 'n lid of sy afhanklike(s) om skadeloosstelling of skadevergoeding 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.

(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) 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 Voorsorgfondsybydraes 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 goeddink 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 diens van 'n lid in die Nywerheid, die bevoegdheid het om na sy uitsluitlike en absolute goeddunke bedrae te betaal aan die betrokke lid of bevoorreesdes uit die geld wat aan die Fonds teruggeval het.

(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), 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 judgement or order of a court of law.

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

(8) (a) If any benefit due and payable to dependants in terms of sub-clause (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 I.

(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 of beneficiaries concerned out of the moneys that have reverted to the Fund.

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 opgeloop het, naamlik:

(i) Rente uit beleggings;

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

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

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

(2) Ingeval 'n surplus verkry word op die wyse voorgeskryf in subklousule (1), 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.

(b) Die Komitee het die bevoegdheid om die persentasie in paragraaf (a) 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 subklousules (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 vir die eersvolgende 28 Februarie, is 'n lid geregtig op rente vanaf 28 Februarie, onmiddellik voor die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2).

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

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSAP VIR TRANSVAALSE BEDDEGOEDWERKERS

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

(2) Die 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) enige 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 van hierdie Ooreenkoms en die regulasies lede en, behoudens klousule 5 van hierdie Hoofstuk, hul afhanklikes, te voorsien van mediese, chirurgiese, tandheelkundige en oftalmiese ondersoeke en behandelings, medisyne, verbande, geriewe, behandeling in 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 bogenoemde doelstellings kan die Genootskap—

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

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 members' 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) The Committee shall have the right to reduce the percentage referred to in paragraph (a) 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.

CHAPTER III

1. TRANSVAAL BEDDING WORKERS' SICK BENEFIT SOCIETY

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

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

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

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

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

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

2. OBJECTS

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

(2) In connection with the attainment of the afore-mentioned objects the Society may—

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

(b) 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 benodigdhede, medisyne, kunsgebitte, verbande en drogerie;

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

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

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

3. LIDMAATSKAP

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

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

(ii) vir leerlinge.

(b) Ondanks paragraaf (a), staan lidmaatskap verder oop, na goeddunke van die Mediese Komitee, 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 werkgewers toegestem het om die ledegeld te betaal waarvoor in klousule 4 van Deel II voorsiening gemaak word.

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

(3) Lede wat na 20 jaar diens uit die Nywerheid tree weens hoë ouderdom of liggaamlike ongeskiktheid, soos gestaaft 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 geledere 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 tevredenheid 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 bydra nie (90c van die lid en 90c van die werkgewer).

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.

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

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

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

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

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

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

3. MEMBERSHIP

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

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

(ii) learners.

(b) Notwithstanding the provisions of 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 member's 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 dependent 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. 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) 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 aanname 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 aanname 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 goeëdunke van die Komitee gedoen word.

(6) Lidmaatskapkaarte by 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 verstreë 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 van hierdie Ooreenkoms bepaal, en wel soos volg:

(a) Lede 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 werkgever);

(b) lede 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 werkgever);

(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 werkgever) 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 werkgever) met ingang van 1 Julie 1981.

(2) Ledegeld van ander lede as verpligte lede is R1,80 per week maandeliks vooruitbetaalbaar aan 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 waaraan 'n lid of afhanklike ly na behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie en om bystand op te kort 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);

(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 (i) bepaal, soos die Mediese Komitee besluit;

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

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

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

(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 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 90c from the contributions of the employer;

(b) members 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 32c from the contributions of the employer, for the period ended 30 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) 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 an ex gratia contribution towards medical expenses—

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

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

(g) 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 om 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 goeddunke *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 die werk weg te bly, 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 werkdade, 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 werkdade 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 goeddunke *ex gratia*-betalings vir siektebesoldiging vir 'n verdere tydperk van 40 dae aan lede maak op die voorwaardes wat hy bepaal.

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 aanranding 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 sekswela;

(k) geestesiektes;

(l) geslagsiektes;

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

(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. 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) 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 I aangestel.

(2) Die Mediese Komitee bestaan uit ses lede of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertewoordigers 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 vertewoordigers van die Mediese Komitee wat hy aangestel het.

(4) Lede en plaasvervangers in die Mediese Komitee, beklee hul amp vir 'n tydperk van 12 maande, waarna hulle heraangestel 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 werksaamhede van die Genootskap ooreenkomstig die bepalings van hierdie Hoofstuk en by die uitoefening van hierdie funksies doen die Mediese Komitee al sodanige stappe as wat hy nodig ag, of wat hy beskou as bevorderlik vir of wat hom sal help by die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

(a) van tyd tot tyd soveel geld van die Genootskap belê as wat nie onmiddellik nodig is om die verpligtings van die Genootskap na te kom nie, op die wyse voorgeskryf in klousule 2 (6) van Hoofstuk II; 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 geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekragbenutting, Pretoria, voorgelê word.

HOOFSTUK IV

1. STERFTEBYSTANDSVERENIGING VIR TRANSVAALSE BEDDEGOEDWERKERS

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

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

(a) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (6) of Chapter II; 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 of Manpower Utilisation, Pretoria.

CHAPTER IV

1. TRANSVAAL BEDDING WORKERS' MORTALITY BENEFIT ASSOCIATION

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

(2) 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 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 leerlinge.

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

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

- (a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of
 - (b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.
- (3) Ondanks andersluidende bepalings in subklousule (2) eindig lidmaatskap nie wanneer bydraes gestaak word nie weens—
- (a) die bereiking deur 'n lid van die leeftyd van 65 jaar;
 - (b) werkloosheid wat, na die mening van die Komitee, wie se beslissing 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) 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 goeddunke 'n aansoek om 'n *ex gratia*-betaling ten opsigte van begrafnis-koste 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.

(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) 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 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) 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) hereof, 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 14c 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 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) 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 reserve 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) Afhange van sodanige surplus as wat toegeval het aan die reserve 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 goeddunke 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 reserve 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 reserve vir nie-bydraende lede meer as R2 000 beloop.

(6) Ondanks subklousule (5), indien die bedrag in die reserve 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.

(7) Die Bestuurskomitee kan volgens absolute goeddunke geld, benewens die geld in subklousule (3) bedoel, uit die Vereniging se opgelope fondse oordra na die reserve vir nie-bydraende lede indien hierdie reserve 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 verdrag van die aansoek veroorsaak is deur omstandighede buite die beheer van die aanseker. 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 huurlugvaartmaatskappy;

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

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

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

(3) As die bedrag in die krediet van die Vereniging te eniger tyd tot onder R2 500 daal, moet uibetalings 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 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 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die sekretaris in kennis stel van die dood van enige lid in sy diens. Nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, moet die sekretaris so gou doenlik die afhanklike per brief of omsendbrief daarvan verwittig, met vermelding van die jongs bekende 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) 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 made 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 payments shall be made until the requirements of clause 6 (3) have been complied with.

(7) The Management Committee may in its entire discretion transfer moneys, in addition to the moneys mentioned in subclause (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, steeplechasing, 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) 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 sodanige advertensie moet die jongs bekende werkplek van die gestorwe lid en die bekende naam/name van afhanklikes en hul jongs bekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvoeding op aansoek deur die afhanklikes by 'n adres wat uitdruklik deur die Komitee gemeld word.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad 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 kwitansie moet uitgereik word vir alle kontantgeld deur die Vereniging ontvang, en onttrekkings uit die Vereniging moet per tjek geskied wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die sekretaris van die Vereniging mede-onderteken moet word.

In die besonder kan die Komitee—

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

(b) 'n kontrak met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, 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 prosedurereëls 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 mede-onderteken moet word, en saam met enige verslag daarvoor deur die ouditeur, aan die Raad voorgelê moet word.

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

HOOFSTUK V

1. BEGRAFNISGENOOTSAP VIR TRANSVAALSE BEDDEGOEDWERKERS

(1) Die Begrafnisgenootskap bekend as Die Transvaalse Beddegoedwerkers Begrafnisgenootskap, ingestel ingevolge die ooreenkoms gepubliseer by Goewermenskenningswet R. 1353 van 22 Junie 1979, word hierby voortgesit as die Begrafnisgenootskap vir Transvaalse Beddegoedwerkers.

(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 van hierdie Ooreenkoms 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.

(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 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 of 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 of this Agreement.

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

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

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

CHAPTER V

1. TRANSVAAL BEDDING WORKERS' BURIAL SOCIETY

(1) The Burial Society, known as the Transvaal Bedding Workers' Burial Society, established in terms of the Agreement published under Government Notice R. 1353 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 of this Agreement;

(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. 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 goeddunke 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 aangenome 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 van hierdie Ooreenkoms voortgesit word wat lede van vakverenigings is en wat in diens is by lede van die werkgewersorganisasie;

(ii) vir leerlinge.

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

(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) hiervan, 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 en sodanige lid die maandelikse 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, weklíks deur sy werkgewer 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 BEGRAFNISGENOOTSKAP

(1) Die administrasie van die Begrafnisgenootskap berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewervertenwoordigers en drie werknemervertenwoordigers 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. 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 of this Agreement who are members of the trade unions and who are employed by members of the employers' organisation;

(ii) for 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 subscriptions 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) hereof, 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 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 had 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) 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 jongsbekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n afhanklike 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 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.

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 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 bevoordelik 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 prosedurereëls 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 van 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 voorgelê moet word.

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

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

A. J. M. GROENEWALD, Waarnemende Voorsitter van die Raad.

W. J. J. SMITH, Lid van die Raad.

P. S. SMIT, Sekretaris van die Raad.

(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. 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 of 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 of this Agreement.

(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 of Manpower Utilisation.

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

A. J. M. GROENEWALD, Acting Chairman of the Council.

W. J. J. SMITH, Member of the Council.

P. C. SMIT, Secretary of the Council.

DEPARTEMENT VAN MANNEKRAGBENUTTING

No. R. 367 27 Februarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BEDDEGOEDNYWERHEID, 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. 366 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.

DEPARTEMENT VAN MANNEKRAGBENUTTING

No. R. 368 27 Februarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

BEDDEGOEDNYWERHEID, TRANSVAAL.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 1954, R. 1955, R. 1956 en R. 1957 van 22 Oktober 1976, R. 1306 van 15 Julie 1977, R. 2121 van 21 Oktober 1977, R. 1713 van 25 Augustus 1978 en R. 1353 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.

DEPARTMENT OF MANPOWER UTILISATION

No. R. 367 27 February 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BEDDING 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. 366 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.

DEPARTMENT OF MANPOWER UTILISATION

No. R. 368 27 February 1981

INDUSTRIAL CONCILIATION ACT, 1956

BEDDING 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. 1954, R. 1955, R. 1956 and R. 1957 of 22 October 1976, R. 1306 of 15 July 1977, R. 2121 of 21 October 1977, R. 1713 of 25 August 1978 and R. 1353 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.

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