



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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BUITENGEWONE

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*Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 139.] [16 Januarie 1953.
NYWERHEID-VERSOENINGSWET, 1937.

MEUBELNYWERHEID.—UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 12 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 139.] [16 January 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

FURNITURE INDUSTRY.—UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and the employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 12 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, the provisions contained in clauses 3 to 12 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE MEUBEL-
NYWERHEID IN DIE UNIE VAN SUID-AFRIKA.

OOREENKOMS

ooreenkomstig die bepalings van die Nywerheid-versoeningswet, 1937, gesluit tussen die

Transvaal Furniture and Upholstery Manufacturers' Association;
Natal Furniture Manufacturers' Association;
East London Border and Districts Furniture Manufacturers' Association;
Midland Furniture Manufacturers' Association;
South-Western Furniture Manufacturers' Association;
Cape Furniture Manufacturers' Association;
Orange Free State Furniture and Upholstery Manufacturers' Association;
Bedding Manufacturers' Association of the Transvaal;

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

Furniture Workers' Industrial Union (Transvaal);
Cape Furniture Workers' Union;
Furniture Workers' Industrial Union (Natal);
East London, Border and District Furniture Workers' Union;
Orange Free State Furniture Workers' Industrial Union;
Port Elizabeth and Districts Furniture Workers' Union;
Furniture Workers' Industrial Union;
Knysna and George Woodworkers' Industrial Union;

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

wat die partye is by die Nasionale Nywerheidsraad vir die Meubelnywerheid in die Unie van Suid-Afrika (hierna „die Raad” genoem).

1. BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasies en vakverenigings in die Meubelnywerheid in die Unie van Suid-Afrika.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge subartikel (1) van artikel agt-eneveertig van die Wet vasstel, en bly van krag vir 'n tydperk van vyf jaar of 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, of die Ooreenkoms vir die Meubelnywerheid wat in *Staatskoerant* No. 4647 van 29 Junie 1951 verskyn het, omskryf is, het dieselfde betekenis as in die Wet of Ooreenkoms; verwysings na 'n wet sluit alle wysigings van die wet in, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; woorde wat die enkelvoud aandui, sluit die meervoud in, en omgekeerd; verder, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;
„aktuaris”, 'n lid van die fakulteit van aktuarisse in Skotland of die instituut van aktuarisse in Londen wat deur die uitvoerende komitee aangestel is;
„bydraes”, met betrekking tot 'n lid, die bedrae wat deur hom aan die fonds betaal of betaalbaar is, buiten rente;
„afhanklike”, met betrekking tot enige persoon—

- (a) die weduwee of minderjarige kind of minderjarige stiefkind van so 'n persoon; of
- (b) enigiemand anders wat heeltemal of gedeeltelik vir onderhoud van so 'n persoon afhanklik is en wat die uitvoerende komitee oortuig dat hy afhanklik is;

„verdiens”, met betrekking tot 'n lid, sy basiese loon en lewenskoste toelae, maar sluit geen ander inkomste in nie;
„geskikte werknemer”, iemand wat minstens 20 jaar oud is en reeds minstens 6 maande lank in die meubelnywerheid in diens is maar wat nog nie pensioenouderdom bereik het nie, en sluit nie 'n vakleerling in nie;

„boekjaar”, die tydperk van twaalf kalendermaande onmiddellik na die vasgestelde datum of 'n verjaarsdag daarvan;
„vasgestelde datum”, die datum waarop hierdie Ooreenkoms in werking tree;

„volle bystand”, met betrekking tot 'n lid, die bedrag wat in subklousule (1) van klousule 7 van hierdie Ooreenkoms genoem word;

„fonds”, die Pensioenfonds vir die Meubelnywerheid, soos hierby ingestel;

„lid”, 'n geskikte werknemer wat ingevolge subklousule (1) van klousule 5 van hierdie Ooreenkoms lid van die fonds word en lid bly kragtens die bepalings van die Ooreenkoms;

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY OF THE UNION OF
SOUTH AFRICA.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the—

Transvaal Furniture and Upholstery Manufacturers' Association;
Natal Furniture Manufacturers' Association;
East London Border and Districts Furniture Manufacturers' Association;
Midland Furniture Manufacturers' Association;
South-Western Furniture Manufacturers' Association;
Cape Furniture Manufacturers' Association;
Orange Free State Furniture and Upholstery Manufacturers' Association;

Bedding Manufacturers' Association of the Transvaal (hereinafter referred to as the “employers” or the “employers' organisations”), of the one part, and the—

Furniture Workers' Industrial Union (Transvaal);
Cape Furniture Workers' Union;
Furniture Workers' Industrial Union (Natal);
East London, Border and District Furniture Workers' Union;
Orange Free State Furniture Workers' Industrial Union;
Port Elizabeth and Districts Furniture Workers' Union;
Furniture Workers' Industrial Union;
Knysna and George Woodworkers' Industrial Union;

(hereinafter referred to as “the employees” or the “trade unions”), of the other part;

being the parties to the National Industrial Council for the Furniture Manufacturing Industry of the Union of South Africa (hereinafter referred to as the “Council”).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of the employers' organisations and trade unions engaged in the Furniture Industry within the Union of South Africa.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937 or in the Agreement for the Furniture Industry published in *Government Gazette* No. 4647 of 29th June, 1951, shall have the same meaning as in such Act or such Agreement; any reference to an Act shall include any amendments to such Act and unless the contrary intention appears, words importing the masculine gender shall also include females; words importing the singular shall include the plural and vice versa; further, unless inconsistent with the context the following expressions shall have the following meanings:—

“Act” shall mean the Industrial Conciliation Act, 1937, as amended;

“actuary” shall mean a Fellow of the Faculty of Actuaries in Scotland or of the Institute of Actuaries of London engaged by the executive committee;

“contributions” shall mean, in relation to a member, the amounts paid or payable by him to the Fund, exclusive of interest;

“dependant” shall mean, in relation to any person—

- (a) the widow or minor child or minor step-child of such person; or
- (b) any other person wholly or in part dependent upon such person for maintenance who satisfies the executive committee that he is so dependent;

“earnings” shall mean, in relation to any member, his basic wage and cost of living allowance but shall exclude any other remuneration whatsoever;

“eligible employee” shall mean a person employed in the Furniture Industry who has attained the age of 20 years and who has had at least six months' employment in the Furniture Industry but who has not attained the pensionable age, but shall exclude an apprentice;

“financial year” shall mean the period of twelve calendar months immediately following the fixed date or any anniversary of such date;

“fixed date” shall mean the date as from which this Agreement comes into operation;

“full benefit” shall mean, in relation to a member, the amount specified in sub-section (1) of section 7 of this Agreement;

“fund” shall mean the Pension Fund of the Furniture Industry as hereby established;

“member” shall mean an eligible employee who becomes a member of the fund in terms of sub-section (1) of section 5 of this Agreement and who remains a member under the provisions of this Agreement;

- „pensioen”, 'n jaarlikse bedrag kragtens hierdie Ooreenkoms betaalbaar gedurende die leeftyd van 'n afgetrede lid of 'n jaarlikse bedrag betaalbaar gedurende die leeftyd van 'n pensioentrekker se weduwee;
- „pensioenouderdom”, die ouderdom van 60 jaar in die geval van 'n manlike en 55 jaar in die geval van 'n vroulike lid;
- „pensioentrekker”, 'n afgetrede lid wat ingevolge hierdie Ooreenkoms 'n pensioen ontvang;
- „sekretaris”, die sekretaris van die fonds, aangestel ingevolge die bepalinge van die Ooreenkoms;
- „diens”, diens by 'n werkgever.

4. ADMINISTRASIE.

- (1) Hierby word 'n pensioenfonds in die lewe geroep wat bekend staan as die Pensioenfonds vir die Meubelnywerheid.
- (2) Die hoofkantoor van die fonds is by die hoofkantoor van die Raad, of by 'n ander plek wat die Raad vasstel.
- (3) Alle betalings wat deur of namens lede van die fonds betaalbaar is, moet in Suid-Afrikaanse geld gedoen word.
- (4) Die uitvoerende komitee van die Raad is verantwoordelik vir die administrasie en beheer van die fonds en die inkomste daaruit, en kan bygestaan word deur plaaslike komitees wat benoem word volgens die konstitusie van die Raad.
- (5) Die uitvoerende komitee benoem die sekretaris en ander beamptes van die fonds, kan so 'n beampte afsit en moet sy pligte asook betaling, indien daar is, vasstel.
- (6) Die uitvoerende komitee het die bevoegdheid om regulasies vir die bestuur en administrasie van die fonds te maak wat nie strydig met hierdie Ooreenkoms is nie, en kan te eniger tyd na goedgekeurde nuwe regulasies maak of bestaande regulasies herroep of wysig. 'n Kopie van sulke regulasies en wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

5. LIDMAATSKAP.

- (1) Elkeen wat op die vasgestelde datum 'n geskikte werknemer is, word op dié datum lid van die fonds, en elkeen wat na die vasgestelde datum 'n geskikte werknemer word, word lid van die fonds op die datum waarop hy 'n geskikte werknemer word.
- (2) Elke lid moet 'n geboortsertifikaat of ander bewys van ouderdom toon wat die uitvoerende komitee tevrede stel en moet alle ander inligting verstrek wat die uitvoerende komitee vereis.
- (3) Indien 'n lid versuim om aan die bepalinge van subklousule (2) van hierdie klousule te voldoen, kan die uitvoerende komitee na goedgekeurde die betaling van bystand uit die fonds wat aan of ten opsigte van so 'n lid betaalbaar word, uitstel totdat daar aan die bepalinge voldoen is.
- (4) Lidmaatskap eindig wanneer 'n lid—
 - (a) sterf;
 - (b) bystand ingevolge subklousule (2) of (4) van klousule 7 van hierdie Ooreenkoms ontvang;
 - (c) vir 24 opeenvolgende kalendermaande nie in die nywerheid in diens was nie, en in die loop van hierdie tydperk nie ingevolge subklousule (2) of (4) van klousule 7 van die Ooreenkoms tot bystand geregtig geword het nie; met dien verstande dat die uitvoerende komitee in 'n bepaalde geval die genoemde tydperk van 24 maande kan verleng of verkort.

6. BYDRAES.

- (1) (a) Terwyl 'n lid in die nywerheid in diens is moet hy elke week 'n bedrag tot die fonds bydra wat gebaseer is op die minimum loon voorgeskryf in die Ooreenkoms van die Raad wat op daardie tydtyd in werking is; met dien verstande dat, as daar geen Ooreenkoms in werking is nie, die bedrag gebaseer moet word op die minimum loon voorgeskryf in die laaste Ooreenkoms wat op die nywerheid van toepassing is, en dat die bydrae maandeliks gemaak moet word in die geval van lede vir wie 'n maandelikse loon voorgeskryf word.
- (b) Die bydrae ingevolge paragraaf (a) van hierdie subklousule moet die bedrag wees wat in aanhangsel A van hierdie Ooreenkoms vermeld word; met dien verstande dat as die voorgeskrewe minimum loon nie in aanhangsel A voorkom nie, die bydrae 5 persent van die voorgeskrewe minimum loon moet uitmaak; met dien verstande verder dat geen bydrae gemaak word ten opsigte van 'n week of maand, na gelang van die geval, waarin die lid se verdienste minder as 'n kwart van die voorgeskrewe minimum loon is nie.
- (c) Die werkgever moet die bydrae wat ingevolge paragraaf (a) van hierdie subklousule gemaak moet word, van die lid se loon aftrek.
- (2) 'n Werkgever moet ten opsigte van elke week of maand, na gelang van die geval, 'n bedrag bydra wat gelykstaan met sy werknemers se bedraes ten opsigte van dié tydperk.
- (3) Die bydraes betaalbaar ingevolge subklousules (1) en (2) van hierdie klousule moet voor of op die tiende dag van die volgende maand aan die fonds betaal word deur tussenkoms van die sekretaris van die betrokke plaaslike komitee of, waar daar geen plaaslike komitee is nie, die sekretaris van die fonds.
- (4) 'n Werkgever moet alle besonderhede en inligting oor lede en bydraes verstrek wat die uitvoerende komitee vir fondsdoeleindes nodig het.

- „pension” shall mean an annual sum payable in terms of this Agreement during the life-time of a retired member or an annual sum payable during the life-time of a pensioner's widow;
- „pensionable age” shall mean the age of 60 years in the case of a male member, and the age of 55 years in the case of a female member;
- „pensioner” shall mean a retired member in receipt of a pension in terms of this Agreement;
- „secretary” shall mean the secretary of the fund appointed in accordance with the provisions of this Agreement;
- „service” shall mean employment in the service of an employer.

4. ADMINISTRATION.

- (1) There is hereby established a pension fund which shall be known as the “Pension Fund of the Furniture Industry”.
- (2) The head office of the fund shall be at the head office of the Council, or at such other place as shall be determined by the Council.
- (3) All payments due to or in respect of members from the fund shall be made in the currency of the Union of South Africa.
- (4) The executive committee of the Council shall be responsible for the administration and control of the fund and of the income arising therefrom and may be assisted by local committees established in accordance with the constitution of the Council.
- (5) The executive committee shall appoint a secretary and any other officers of the fund and may remove any such officer and shall determine the scope of his duties and emoluments, if any.
- (6) The executive committee shall have the power to make regulations for the management and administration of the fund that are not inconsistent with this Agreement, and may at any time make new regulations or alter or repeal any existing regulations as they may think fit. A copy of any such regulations and any amendments thereof shall be lodged with the Secretary for Labour.

5. MEMBERSHIP.

- (1) Every person who is an eligible employee at the fixed date shall as from such date and every person who becomes an eligible employee after the fixed date shall as from the date of becoming such an employee, become a member of the fund.
- (2) Every member must produce to the executive committee a birth certificate or other evidence of age satisfactory to the executive committee and shall also give such other information as the executive committee may require.
- (3) If a member should make default in complying with the provisions of sub-section (2) of this section, the executive committee shall have the right in their discretion to suspend the payment of any benefit that may become payable from the fund to or in respect of such member and not to pay such benefit until such provisions are complied with.
- (4) A member shall cease to be a member if—
 - (a) he dies;
 - (b) he is awarded a benefit in terms of sub-section (2) or (4) of section 7 of this Agreement; or
 - (c) if he has not been an employee in the Industry for twenty-four consecutive calendar months and has not become entitled to a benefit in terms of sub-section (2) or (4) of section 7 of this Agreement during such period; provided that in any particular case the executive committee may reduce or extend the said period of twenty-four months.

6. CONTRIBUTIONS.

- (1) (a) Every member shall, while he is an employee in the Industry, contribute to the fund in respect of each week an amount based on the minimum wage prescribed in the Agreement of the Council in operation at the time; provided that where there is no Agreement in operation, the amount shall be based on the minimum wage prescribed in the last Agreement binding on the Industry; provided that in the case of members for whom a monthly wage is prescribed the contribution shall be made each month.
- (b) The contribution in terms of paragraph (a) of this sub-section shall be that specified in Annexure A to this Agreement; provided that where the prescribed minimum wage is not specified in Annexure A, the contribution shall be at the rate of five per cent of the prescribed minimum wage; provided further that no contribution shall be made in respect of a week or a month, as the case may be, if the earnings of the member in such period are less than one-quarter of the prescribed minimum wage.
- (c) The contribution to be made in terms of paragraph (a) of this sub-section shall be deducted by the employer from the member's wage.
- (2) Every employer shall contribute to the fund in respect of each week or each month, as the case may be, a sum equal to the contributions made by his employees in respect of such period.
- (3) The contributions payable in terms of sub-sections (1) and (2) of this section shall be paid not later than the tenth day of the following month to the fund through the secretary of the local committee concerned or where there is no local committee through the secretary of the fund.
- (4) Every employer shall give particulars of and such information relative to the members and contributions as may be required by the executive committee for the purpose of the fund.

7. BYSTAND.

(1) „Volle bystand” ten opsigte van 'n lid bestaan uit—

- (a) die totaal van sy eie bydraes;
- (b) die totaal van die bydraes wat sy werkgewers ten opsigte van hom aan die fonds gemaak het;
- (c) die bedrae wat ingevolge subklousule (1) van klousule 8 van hierdie Ooreenkoms aan hom toegewys word.

(2) (a) 'n Lid wat pensioenouderdom bereik het, het die reg om af te tree, of sy werkgewer kan hom versoek om af te tree, of hulle kan ooreenkom dat hy vir 'n verdere tydperk in diens bly.

(b) 'n Lid wat ingevolge paragraaf (a) van hierdie subklousule vrywillig of op versoek van sy werkgewer aftree, is, onderworpe aan paragraaf (c) van subklousule (5) van hierdie klousule, geregtig tot 'n pensioen gebaseer op volle bystand waarvan die bedrag volgens aanhangsel B van hierdie ooreenkoms bereken word; met dien verstande dat—

- (i) as die pensioen hoogstens £30 per jaar is, die lid sy volle bystand in 'n enkele betaling ontvang en daarna geen verdere belang by die fonds het nie;
- (ii) as die pensioen meer as £30 per jaar is, die lid kan besluit om 'n gedeelte van bystandsgeld, hoogstens 'n derde, aan kontant te ontvang, asook 'n pensioen gebaseer op die oorblywende bedrag.

(3) (a) 'n Lid wat die punt staan om ingevolge subklousule (2) van hierdie klousule af te tree, het die reg om na minstens een maand en hoogstens drie maande skriftelike kennisgewing aan die uitvoerende komitee (die kennisgewing verstryk op die aftreedatum en moet in die vorm wees wat die uitvoerende komitee van tyd tot tyd voorskryf) en onderworpe aan die bepalings hierna genoem, vir sy vrou voorsiening te maak as sy hom oorleef deur 'n gedeelte van die pensioen waartoe hy ingevolge die Ooreenkoms geregtig is, af te staan sodat sy vrou (d.w.s. die vrou met wie hy ten tye van die kennisgewing getroud is) na sy dood 'n pensioen kan ontvang wat volgens die aktuariese tabelle by die lid se aftreedatum aktuaries gelykstaan met die gedeelte van die pensioen wat só afgestaan is; met dien verstande dat—

- (i) 'n lid nie so 'n gedeelte van sy pensioen kan afstaan dat óf die verminderde pensioen wat aan hom betaalbaar is, minder is as dié wat ingevolge hierdie subklousule na sy dood aan sy vrou betaalbaar is nie, óf die pensioen wat sy vrou na sy dood ontvang minder as 'n kwart bedra van die verminderde pensioen wat aan hom betaalbaar is nie;
- (ii) die uitvoerende komitee na goeddunke 'n korter tydperk van kennisgewing kan aanneem;
- (iii) as 'n pensioentrekker wat 'n gedeelte van sy pensioen aldus afgestaan het sodat sy vrou na sy dood 'n pensioen kan ontvang, binne die vyf jaar wat in paragraaf (c) van subklousule (5) van hierdie klousule genoem word, sterf, die pensioen aan sy weduwee ingevolge hierdie subklousule slegs by verstryking van die vyf jaar betaalbaar word;
- (iv) vir die toepassing van paragraaf (c) van subklousule (5) van hierdie klousule die pensioen beskou word as die pensioen wat hy sou ontvang het as hy nie 'n gedeelte daarvan kragtens hierdie subklousule afgestaan het nie; en
- (v) geen lid genoemde kennis kan gee nie tensy hy bewys van gesondheid voorlê wat die uitvoerende komitee tevrede stel, en dat hy vir dié doel ondersoek moet word deur 'n mediese beampte wat die uitvoerende komitee benoem en die koste hiervan self moet betaal.

(b) As die vrou van 'n lid voor die lid sterf na die kennisgewing wat hierin genoem word maar voordat hy werklik met pensioen afgetree het en die uitvoerende komitee tevrede is oor die oorsaak van haar dood, word die kennisgewing beskou as van nul en gener waarde.

(c) Om die ouderdom van 'n lid se vrou vir die toepassing van hierdie subklousule vas te stel, is die bepalings van subklousule (2) van klousule 5 van hierdie ooreenkoms *mutatis mutandis* van toepassing.

(d) Die bedrae van die betrokke pensioene kan by die sekretaris vasgestel word.

(4) (a) 'n Lid wat blywend ongeskik word vir werk voordat hy pensioenouderdom bereik, ontvang volle bystande mits hy nie dan in diens is nie en die uitvoerende komitee oortuig het dat daar weens die ongeskiktheid vir hom geen redelike vooruitsig op werk in die Meubelnywerheid in die Unie van Suid-Afrika is nie, buiten as 'n spesiale toegewing.

(b) Om te besluit of 'n lid blywend ongeskik is vir werk, moet die uitvoerende komitee die lid laat ondersoek en verslag oor hom laat lewer deur 'n dokter of dokters deur hulle benoem. Die koste van so 'n mediese ondersoek word uit die fonds gedek.

(5) (a) Wanneer 'n lid sterf, ontvang sy afhanklikes volle bystand.

(b) Wanneer 'n lid sonder afhanklikes sterf, word helfte van die bystandsgeld in sy boedel inbetaal.

7. BENEFITS.

(1) A “full benefit” in respect of any member shall consist of—

- (a) the total of his own contributions;
- (b) the total of the contributions made to the fund by his employers in respect of him; and
- (c) the amounts allocated to him under the provisions of sub-section (1) of section 8 of this Agreement.

(2) (a) A member who has attained the pensionable age shall have the right to retire from employment or he may be required by his employer to retire or his services may be retained by mutual consent for a further period.

(b) A member retiring or being retired in terms of paragraph (a) of this sub-section shall, subject to the provisions of paragraph (c) of sub-section (5) of this section, be entitled to a pension which shall be based on his full benefit and the amount of which shall be calculated in accordance with Annexure B to this Agreement; provided that—

- (i) if such pension does not exceed £30 a year, the member shall be granted his full benefit in a lump sum and he shall thereupon cease to have any further interest in the fund; or
- (ii) if such pension exceeds £30 a year, the member may elect to receive a portion not exceeding one-third of his full benefit in a lump sum together with a pension based on the remaining portion of his full benefit.

(3) (a) A member who is about to retire in terms of sub-section (2) of this section shall, on giving not less than one month's nor more than three months' notice in writing to the executive committee (such notice to expire on the date of such retirement as aforesaid and to be in the form prescribed from time to time by the executive committee) have the right, subject to the provisions hereinafter contained, to provide for his wife if he predeceases her by surrendering a portion of the pension to which he is entitled under this Agreement in order that his wife (that is, the person to whom he was married at the date of the said notice) shall as from the date of death of such member be granted a pension of such amount as according to the tables prepared by the actuary shall at the date of such member's retirement be actuarially equivalent to the value of that portion of his pension which has been so surrendered; provided that—

- (i) a member shall not surrender any such portion of his pension as shall make the amount of the reduced pension payable to such member less than the amount of pension which would on such member's death become payable to his wife under the provisions of this sub-section, nor surrender a smaller portion of his pension than would entitle the wife of such member to receive on his death a pension equal to one-fourth of the amount of the reduced pension payable to him;
- (ii) the executive committee may accept such shorter period of notice as it shall think fit;
- (iii) if a pensioner who has so surrendered a portion of his pension in order that his wife shall become entitled to a pension as from the date of his death shall die within the five years mentioned in paragraph (c) of sub-section (5) of this section then the pension to his widow in terms of this sub-section shall only become payable as from the expiry of the five years aforesaid;
- (iv) for the purpose of paragraph (c) of sub-section (5) of this section, the pension shall be deemed to be the pension which he would have received if he had not exercised
- (v) no member shall be entitled to give such notice as aforesaid until he shall have produced evidence of health satisfactory to the executive committee and for this purpose the executive committee will require such a member to be medically examined by a medical officer appointed by it, the cost of which shall be paid by the member.

(b) If at any time after a member shall have given such notice as is hereinbefore mentioned but before he shall have actually retired on pension the wife of such member shall predecease him, then if the executive committee is satisfied as to such death such notice as aforesaid shall be deemed to be null and void.

(c) In order to ascertain the age of a member's wife for the purposes of this sub-section, the provisions of sub-section (2) of section 5 of this Agreement shall *mutatis mutandis* apply.

(d) The amounts of the relative pensions may be obtained on application to the secretary.

(4) (a) A member who has not attained the pensionable age and who has become permanently incapacitated shall be granted a full benefit provided he is not then in the service and has satisfied the executive committee that due to such incapacity there is no reasonable prospect of his obtaining employment in the Furniture Industry within the Union of South Africa in the future except as an act of grace.

(b) In deciding whether or not a member is so permanently incapacitated, the executive committee shall have the member examined and reported upon by a medical practitioner or practitioners appointed by it. The cost of any such medical examination shall be borne by the fund.

(5) (a) If a member dies, his dependants shall be granted a full benefit.

(b) If a member dies and leaves no dependants an amount equal to one-half of the full benefit shall be paid to his estate.

(c) Wanneer 'n pensioentrekker binne vyf jaar na sy aftredatum sterf, word die totaal van die pensioenbetalings wat hy gedurende die onverstrekte gedeelte van die vyf jaar sou ontvang het as hy nie gesterf het nie, aan sy afhanklikes betaal. Indien daar geen afhanklikes is nie, word die bedrag (indien daar is) waarmee 'n helfte van die afgestorwe pensioentrekker se volle bystand by sy aftredatum meer is as die totale bedrag wat hy uit die fonds ontvang het, in sy boedel inbetaal; met dien verstande dat die bedrag nie groter moet wees as dié wat betaalbaar sou gewees het as daar afhanklikes was nie.

(d) Die uitvoerende komitee moet oordeel of daar 'n afhanklike of afhanklikes is en aan watter afhanklike of afhanklikes en in watter verhouding die bedrag wat ingevolge hierdie subklousule betaalbaar is, betaal moet word.

(6) Onderworpe aan paragraaf (c) van subklousule (4) van klousule 5 van die Ooreenkoms word aan 'n lid wat ophou om 'n lid te wees en kragtens geen ander subklousule van hierdie klousule tot bystand geregtig is nie, die volgende bedrag betaal:—

(a) Helfte van die volle bystand; en

(b) vier persent van die bedrag in (a) ten opsigte van elke volle jaar bo tien jaar waarin die lid bydraes gemaak het; met dien verstande dat dit nie meer as 80 persent altesaam mag beloop nie.

(7) Indien iemand wat kragtens hierdie ooreenkoms tot bystand geregtig is, versium om binne vier-en-twintig maande na die datum waarop hy daartoe geregtig word, daarom aansoek te doen, gaan hierdie bedrag aan die fonds oor; met dien verstande dat die uitvoerende komitee na goeddunke na verstryking van die vier-en-twintig maande 'n *ex gratia* toekenning aan die persoon kan doen wat gelykstaan met dié persoon se bystand of die bedrag wat in die geval van sy dood aan sy afhanklikes of boedel betaal word.

8. GELDELIKE BEPALINGS.

(i) (a) Aan die einde van elke boekjaar word die oorskot in die fonds (indien daar is) bo die bedrag van—

(i) volle bystand aan alle lede; en

(ii) die pensioenrekening [soos in paragraaf (a) van subklousule (2) van hierdie klousule omskryf] nadat die rente vir die betrokke jaar ingevolge paragraaf (b) van subklousule (2) van hierdie klousule bygetel is;

of 'n gedeelte van die bedrag waaroor die uitvoerende komitee besluit, vir een van onderstaande doeleindes, of albei, na die uitvoerende komitee besluit aangewend—

(i) om die volle bystand aan lede in verhouding met hul afsonderlike volle bystand te verhoog;

(ii) om die pensioenrekening te styf.

(b) As die bedrag in die fonds minder is as die totaal van bedrae (i) en (ii) soos in paragraaf (a) van subklousule (1) van hierdie klousule vermeld, kan die verskil op dieselfde manier van die volle bystand van lede aftrek of andersins behandel word na goeddunke van die uitvoerende komitee.

(2) (a) Die gedeelte van die totale bystandsgeld wat aangewend word om kragtens paragraaf (b) van subklousule (2) van klousule 7 van hierdie ooreenkoms 'n pensioen van die fonds te koop, moet oorgedra word na 'n spesiale rekening wat die „pensioenrekening” genoem word, en alle betaling kragtens hierdie reëls aan pensioentrekkers of hulle afhanklikes of boedels moet uit die pensioenrekening gedoen word.

(b) Aan die einde van elke boekjaar moet rente by die pensioenrekening getel word teen die koers waaroor die uitvoerende komitee na beraadslaging met die aktuaris van tyd tot tyd besluit.

(3) Die stand van die pensioenrekening moet met tussenpose van hoogstens drie jaar deur die aktuaris ondersoek word. Winste moet aangewend en verliese gedek word soos die uitvoerende komitee na beraadslaging met die aktuaris opdrag gee.

(4) Alle geld wat op rekening van die fonds ontvang word, moet inbetaal word in 'n bankrekening wat op die fonds se naam geopen word. Tjeks en ander dokumente in verband met die fonds moet onderteken word deur twee lede van die uitvoerende komitee en 'n werknemer van die fonds wat een moet wees van 'n groep werknemers van die fonds wat magtiging hiertoe van die uitvoerende komitee ontvang het.

(5) (a) Die uitvoerende komitee het die bevoegdheid om die fonds se geld op enige van onderstaande maniere te belê:—

(i) in die pospaarbank of in die spaarafdeling van enige bank of instelling wat onder beheer staan van die wette van die Unie van Suid-Afrika (hierna „die Unie” genoem), of as vaste belegging of ter opvraging by so 'n bank of instelling of enige plaaslike owerheid in die Unie;

(ii) as deposito's by of in die aandele van geregistreerde bougenootskappe;

(iii) in skatkiwswissels, Unieleningsertifikate of spaarbanksertifikate wat deur of namens die Unieregering uitgereik is of in aandele, sekuriteite of fondse wat deur die Unieregering uitgereik of gewaarborg is;

(iv) in aandele, fondse of skuldbriewe van of lenings aan enige provinsiale administrasie, plaaslike owerheid of openbare liggame in die Unie wat by wet gemagtig is om geld te leen, en vir die toepassing hiervan beteken „openbare liggaam” 'n statutêre liggaam of organisasie wat ingestel is om openbare diens te lewer of vir 'n dergelike doel;

(c) If a pensioner dies within five years of the date of his retirement, an amount equal to the total of the pension payments which such pensioner if he had not died would have received during the unexpired portion of the period of five years aforesaid, shall be paid to his dependants. If there are no dependants, the amount (if any) by which one-half of the full benefit of the deceased pensioner at the date of his retirement exceeds the total of the amounts received by him from the fund shall be paid to his estate, provided that such amount shall not exceed the amount that would have been payable had there been dependants.

(d) The executive committee shall decide whether a deceased member or pensioner left a dependant or dependants and to which dependant or dependants and in what proportions the amount payable in terms of this sub-section shall be paid.

(6) Subject to the provisions of clause (c) of sub-section (4) of section 5 of this Agreement, if a member ceases to be a member and no benefit is payable in terms of any other sub-section of this section, he shall be granted an amount equal to the sum of—

(a) one-half of the full benefit; and

(b) four per cent of the amount in (a) in respect of each complete year for which the member has paid contributions in excess of ten years, provided that the percentage shall not exceed eighty.

(7) In the event of a person who has become entitled to a benefit in terms of this Agreement failing to apply for such benefit within twenty-four months of the date on which he so became entitled to such benefit, the amount thereof shall lapse to the fund; provided that the executive committee may in its discretion after the expiry of such period of twenty-four months make an *ex gratia* grant equal to the amount of such benefit to such person or in the event of his death to his dependants or estate.

8. FINANCIAL PROVISIONS.

(1) (a) As at the end of every financial year, the excess (if any) of the amount of the fund over the sum of—

(i) the full benefits of all members; and

(ii) the pension account [as defined in paragraph (a) of sub-section (2) of this section] after adding interest for such year in terms of paragraph (b) of sub-section (2) of this section;

or such portion of such amount as the executive committee shall decide, shall be used for either or both of the following purposes, as the executive committee may determine—

(i) to increase the full benefits of members in proportion to the amount of the individual full benefits; or

(ii) to strengthen the pension account.

(b) If the amount of the fund is less than the sum of the amounts (i) and (ii) specified in paragraph (a) of sub-section (1) of this section, the difference may be similarly allocated to decrease the full benefits of members or otherwise dealt with as the executive committee shall decide.

(2) (a) The proportion of the full benefit applied to purchase a pension from the fund in terms of paragraph (b) of sub-section (2) of section 7 of this Agreement shall be carried to a separate account to be called the „pension account” and all payments to pensioners or their dependants or estates in terms of these rules shall be made from the pension account.

(b) At the end of every financial year interest shall be credited to the pension account at such rate as the executive committee, after consultation with the actuary, shall from time to time determine.

(3) The financial position of the pension account shall be investigated by the actuary at intervals not exceeding three years. Subject to consultation with the actuary, any profit shall be applied or any loss shall be met in such manner as the executive committee shall direct.

(4) All moneys received on account of the fund shall be paid into a banking account opened in the name of the fund. All cheques or other documents pertaining to the fund shall be signed by two members of the executive committee and an employee of the fund who shall be one of a number of employees of the fund authorised for the purpose by the executive committee.

(5) (a) The executive committee is empowered to invest the moneys of the fund in any of the following ways:—

(i) in the Post Office Savings Bank or in the savings department of any bank or institution which is governed by the laws of the Union of South Africa (hereinafter referred to as „the Union”) or on fixed deposit or at call with any such bank or institution or with any local authority in the Union;

(ii) in deposits with or in the shares of registered building societies;

(iii) in Treasury Bills, Union Loan Certificates or Savings Bank Certificates, issued by or on behalf of the Union Government or in stocks, securities or funds issued or guaranteed by the Union Government;

(iv) in the stock, funds, or debentures of, or in loans to, any provincial administration, local authority or public body in the Union authorised by law to borrow money and for this purpose „public body” means a statutory body or organisation established to provide public utilities or for some similar purpose;

(v) onderworpe aan paragraaf (b) van hierdie subklousule in verbande op waardevolle eiendomme in die Unie wat goeie huur oplewer, maar die uitvoerende komitee mag geen geld voorskiet op 'n sekuriteit waarop daar alreeds 'n verband rus nie, tensy die vorige verband ook aan die fonds behoort;

(vi) in ander sekuriteite wat vir hierdie doel afsonderlik of as klas deur die Minister goedgekeur is.

(b) (i) Op die sekuriteit van 'n verband op vaste eiendom kan die uitvoerende komitee 'n bedrag van hoogstens tweederdes voorskiet van die waarde, soos aangeslaan deur 'n waardeerder wat deur die uitvoerende komitee benoem word, van die eiendom wat verpand of die huur wat afgestaan is.

(ii) Vir die toepassing van hierdie subklousule sluit „vaste eiendom” 'n geregistreerde huurkontrak in wat ten tye van die lening kragtens hierdie paragraaf oor minstens dertig jaar eers verstryk.

(iii) Ten opsigte van 'n verband kragtens hierdie paragraaf het die uitvoerende komitee die bevoegdheid om, wanneer en as hy dit goedvind so 'n eiendom te koop en dit te hou en te verkoop en om alles te doen in 'n akteskantoor of bevoegde gereghof wat hy wenslik of noodsaaklik ag vir die oordrag van 'n eiendom wat só gekoop is, en om effekte of rente op versekeringspolisse te kanselleer, eiendom aan die koper oor te dra of te verhuur soos hierdie vermeld.

(6) Alle sekuriteite moet geregistreer wees op naam van die fonds. Geen sekuriteit kan oorgedra, verander, van die hand gesit of andersins vervoer word sonder die goedkeuring van die uitvoerende komitee nie.

(7) Alle koste in verband met die beheer en administrasie van die fonds en sy beleggings, met inbegrip van ouditeerkoste en die koste 'n aktuariese ondersoek, moet uit die fonds gedek word.

(8) (a) Die uitvoerende komitee moet uitvoerig en juis laat boekhou van die fonds, en moet die rekenings aan die einde van elke boekjaar laat afsluit en ouditeer deur 'n ouditeur van die Raad.

(b) Die uitvoerende komitee moet 'n jaarverslag oor die fonds met inbegrip van 'n balansstaat van die fonds en 'n staat van inkomste en uitgawe gedurende die betrokke boekjaar aan die Raad en die Sekretaris van Arbeid voorleë. 'n Kopie van die verslag moet beskikbaar gehou word vir werkgewers, lede of pensioentrekkers.

(9) Die uitvoerende komitee moet 'n uitvoerige register laat hou van die nodige besonderhede aangaande lede en pensioentrekkers en van alle sterfgevälle, terugtrekkings en ander sake van belang vir die beheer van die fonds.

(10) As hierdie ooreenkoms verstryk of om 'n ander rede uit werking tree, moet die uitvoerende komitee voortgaan om die fonds te administreer totdat dit of gelikwider of deur die Raad oorgedra word aan 'n ander fonds wat vir dieselfde doel ingestel is as die oorspronklike fonds.

(11) Indien die Raad ontbind word of gedurende enige tydperk waarin hierdie Ooreenkoms of 'n verlenging daarvan kragtens subartikel (2) van artikel vier-en-dertig van die Wet van krag is, nie in werking is nie, moet die uitvoerende komitee voortgaan om die fonds te administreer. Vir die toepassing hiervan word die lede van die uitvoerende komitee op die tydstip wanneer die Raad ontbind word of uit werking tree, as lede beskou; met dien verstande dat vakatures op die komitee deur die Minister gevul kan word uit werkgewers of werknemers in die nywerheid, na gelang van die geval, sodat die verteenwoordiging van lede en plaasvervangers op die komitee gelyk bly.

As die komitee sy pligte nie kan of wil uitvoer nie of 'n dooiepunt bereik word wat sy administrasie van die fonds na die mening van die Minister ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore met al die bevoegdhede van die komitee vir hierdie doel benoem. Wanneer die Ooreenkoms verstryk, word die fonds gelikwider soos in klousule 9 hier van voorgeskryf.

9. LIKWIDASIE.

Wanneer die fonds ingevolge hierdie Ooreenkoms gelikwider word, moet sy gelde op onderstaande wyse en in onderstaande volgorde verdeel word:—

- Om administrasie- en likwidasielaste te dek;
- om 'n jaargeld van 'n versekeringskantoor te verkry vir elke pensioentrekker of ander persoon wat 'n pensioen ontvang, sodat die jaargeld gelykstaan met die pensioen;
- kontant aan elke lid in verhouding met sy individuele volle bystand;

met dien verstande dat die verdeling ingevolge hierdie klousule nie binne twaalf maande van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan mag plaasvind nie, en dat, indien 'n ander fonds binne genoemde twaalf maande ingestel word vir dieselfde doel as die oorspronklike fonds, die deel van die totale bates van die fonds ten opsigte van lede wat lid geword het van die ander fonds, bereken en in dieselfde voorrang soos in paragraaf (c) hierbo, onderworpe aan die Minister se goedkeuring, na die ander fonds oorgedra moet word; met dien verstande verder dat elke lid se deel soos volgens paragraaf (e) hierbo bereken, in die ander fonds in sy naam staan asof dit sy volle bystandsgeld in die fonds is.

(v) subject to the provisions of paragraph (b) of this sub-section in mortgage bonds upon first-class rent-producing properties in the Union but the executive committee shall not advance money on any such security which is subject to a prior mortgage bond unless such prior mortgage bond is in favour of the fund;

(vi) in such other security or securities as may be approved for this purpose individually or as a class by the Minister.

(b) (i) The executive committee may on the security of a mortgage of immovable property advance an amount not exceeding two-thirds of the value, as assessed by a valuer appointed by the executive committee, of the property hypothecated or the lease ceded.

(ii) For the purpose of this sub-section "immovable property" includes a registered lease having not less than thirty years to run at the date of borrowing under this paragraph.

(iii) In connection with any mortgage under this paragraph, the executive committee shall have power and authority when and as it may think fit, to buy in any mortgaged property and to hold or sell the same, and to do and perform all acts in any deeds registry or any competent court of law that the executive committee may deem desirable or necessary for registering transfer of any property purchased as aforesaid; for cancellation of any bonds or interest in insurance policies or for transferring any property to the purchaser thereof or for leasing any property in as aforesaid.

(6) All securities shall be registered in the name of the fund. No security shall be transferred, varied, disposed of or otherwise alienated except with the approval of the executive committee.

(7) The whole of the expenses in connection with or incidental to the management or administration of the fund and the investment thereof, including the cost of audit and of actuarial investigations shall be paid by the fund.

(8) (a) The executive committee shall cause full and true accounts of the fund to be kept, such accounts to be made up and to be audited by the auditor to the Council at the end of every financial year.

(b) The executive committee shall present to the Council and to the Secretary for Labour an annual report on the working of the fund containing a balance sheet of the fund and a statement of the revenue and expenditure for the financial year. A copy of such report shall be available for inspection by any employer, member or pensioner.

(9) The executive committee shall cause to be kept a complete record of all necessary particulars of the members and pensioners and of all deaths, withdrawals and other matters essential to the working of the fund.

(10) In the event of the expiry of this Agreement or any extension thereof by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the executive committee until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(11) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement or any extension thereof is binding in terms of sub-section (2) of section thirty-four of the Act, the executive committee shall continue to administer the fund and the members of the executive committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however that any vacancy occurring on such committee may be filled by the Minister from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of such committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such committee and who shall possess all the powers of such committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in section 9 of this Agreement.

9. LIQUIDATION.

If the fund is liquidated in terms of this Agreement, the moneys of the fund shall be distributed in the following manner and priority:—

- To pay administration and liquidation expenses;
- to purchase an annuity from a life assurance office for each pensioner or other person in receipt of a pension; the amount of such annuity being equal to the amount of such pension;
- to each member in cash in proportion to the amount of his individual full benefit.

Provided that no distribution shall be made in terms of this section for a period of twelve months after the expiry of this Agreement or any extension thereof, and if within such period of twelve months another fund is constituted for the same purpose as that for which the fund was established, the share of the total assets of the fund, determined and in the same priority as in clause (c) above, in respect of members who have become members of such other fund, shall, subject to the consent of the Minister, be transferred to such other fund; provided further that the share of each member as determined in clause (c) above shall stand to his credit in such other fund in the same manner as if it was his full benefit in the fund.

10. ALGEMENE BEPALINGS.

(1) (a) Geen skadevergoeding mag ten opsigte van bystand, 'n reg of rente waarop 'n lid kragtens hierdie Ooreenkoms aanspraak maak, geëis word in 'n saak teen die werkgewer in verband met die ontslag van so 'n lid nie.

(b) Niks in hierdie Ooreenkoms beperk 'n werkgewer se reg om 'n werknemer se diens te beëindig nie.

(2) Nóg 'n lid nóg enige ander persoon het enige aanspraak, reg of belang ten opsigte van die fonds, bydraes daartoe of rente daarop, of 'n eis teen of aan die Raad, uitvoerende komitee of werkgewers, behalwe kragtens hierdie Ooreenkoms.

(3) (a) 'n Pensioen word tot die naaste sjieling bereken.

(b) Tensy die uitvoerende komitee anders besluit, word pensioenuitbetalings aan die betrokke persone gedoen of gestuur op die laaste dag van elke kalendermaand, en as daar nie persoonlik daarom aansoek gedoen word nie, moet bewys van identiteit verstrek word wat die uitvoerende komitee tevrede stel. By versium om die nodige bewys te lewer, kan die uitvoerende komitee die betaling van die pensioen uitstel totdat die bewys wel gelewer is.

(4) 'n Pensioentrekker moet die sekretaris skriftelik in kennis stel van sy woonplek en enige verandering van woonplek.

(5) Die uitvoerende komitee het die reg en word hierby gemagtig om van bystand buiten 'n pensioen wat aan of ten opsigte van 'n lid betaalbaar is, bedrae af te trek wat die lid aan die fonds verskuldig is.

(6) Onderworpe aan die Wettelike Pensioen en Beschermings Wet, 1923, die Insolvensiewet, 1936, en enige ander wet—

(a) kan geen aanspraak op 'n pensioen of ander bystand wat kragtens hierdie Ooreenkoms betaalbaar is, oorgemaak of verpand word nie, en is so 'n aanspraak nie kragtens 'n uitspraak of hofbevel aan beslaglegging of tenuitvoerlegging onderhewig nie;

(b) indien enigiemand probeer om 'n aanspraak op 'n pensioen of ander bystand waarop hy ingevolge hierdie Ooreenkoms reg het, oor te maak of te verpand, kan die pensioen of bystand na goedgekenke van die uitvoerende komitee teruggehou, opgeskort of gestaak word; met dien verstande dat die uitvoerende komitee opdrag mag gee dat die pensioen of bystand of 'n gedeelte daarvan betaal moet word aan een of meer van die afhanklikes van so 'n persoon of aan 'n kurator vir so 'n persoon of sy afhanklikes gedurende 'n tydperk wat hulle vasstel;

(c) indien die boedel van 'n lid of begunstigde oorgedra of daarop beslag gelê word, vorm die pensioen of bystand waartoe so 'n persoon geregtig is, nie deel van die bates in sy insolvente of oorgedraagde boedel nie maar gaan oor op die fonds, wat dit na goedgekenke van die uitvoerende komitee geheel of gedeeltelik kan aanwend op 'n wyse wat die lid of begunstigde of afhanklikes na die mening van die uitvoerende komitee sal bevoordeel;

(d) geen aanspraak op 'n pensioen of ander bystand kragtens hierdie Ooreenkoms mag as bate in 'n afgestorwe boedel gereken word nie, behalwe soos uitdruklik in hierdie Ooreenkoms bepaal.

(7) (a) Indien die uitvoerende komitee dit onwenslik vind om bystand in 'n ronde bedrag uit te betaal soos elders in hierdie Ooreenkoms bepaal, kan hy dit—

(i) in paaiemente aan die begunstigde; en/of

(ii) geheel of gedeeltelik aan sy afhanklikes; en/of

(iii) aan enige ander persoon vir die gebruik van of die begunstigde of sy afhanklikes of albei betaal.

Indien die uitvoerende komitee bystand wat vir betaling in 'n ronde bedrag bedoel is, in paaiemente betaal, moet hy saamgestelde rente teen drie persent per jaar voeg by die gedeelte wat in sy besit bly.

(b) Indien die begunstigde minderjarig is, kan die uitvoerende komitee die bystand ten bate van so 'n minderjarige betaal aan 'n persoon wat hy geskik ag.

(c) Die uitvoerende komitee kan sy besluite kragtens hierdie subartikel van tyd tot tyd wysig.

11. SKADELOOSSTELLING.

Die lede van die uitvoerende komitee en beamptes van die fonds is nie vir die fonds se skulde en laste aanspreeklik nie, en word hierby deur die fonds skadeloos gestel van verliese en uitgawes wat hulle in die *bona fide* uitvoering van hul pligte ly of aangaan.

12. VRYSTELLINGS.

Die uitvoerende komitee kan vrystelling van die bepalings van hierdie Ooreenkoms verleen aan 'n werkgewer en sy werknemers wat lede is van 'n pensioenfonds wat die uitvoerende komitee na beraadslaging met die aktuaris meer gunstig vir sy lede ag as die fonds; ook het die uitvoerende komitee die reg om na beraadslaging met die aktuaris vrystelling na minstens twaalf maande skriftelike kennisgewing aan die betrokke werkgewer in te trek.

10. GENERAL PROVISIONS.

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

(b) Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of 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 or any contributions thereto or any interest therein or any claim upon or against the Council, the executive committee or the employers, except under and in accordance with the provisions of this Agreement.

(3) (a) The amount of any pension payable shall be determined to the nearest shilling.

(b) Payments of pension shall be made or despatched to the persons entitled thereto on the last day of each calendar month, unless otherwise decided by the executive committee and if not applied for personally, such evidence of his identity and of his survival as the executive committee may require, shall be furnished. In the event of default in supplying such evidence, the executive committee may suspend and need not make payment of the pension until such time as the default has been remedied.

(4) Every pensioner shall give notice in writing to the secretary of his place of residence and of any change of residence.

(5) The executive committee shall have the right and is hereby empowered to deduct from any benefit other than a pension, payable to or in respect of any member, any amount due or owing by such member to the fund.

(6) Subject to the provisions of the Statutory Pensions Protection Act, 1923, the Insolvency Act, 1936, and any other law—

(a) No right in respect of a pension or other benefit payable under this Agreement shall be capable of being ceded or of being hypothecated, and any such right shall not be liable to be attached or be subject to any form of execution under a judgment or order of a court.

(b) If any person attempts to cede or hypothecate any right in respect of a pension or other benefit to which he is entitled under this Agreement, such pension or benefit shall, as the executive committee may direct, be withheld, suspended or discontinued; provided that the executive committee may direct that such pension or benefit or part thereof shall be paid to one or more of the dependants of such person or to a trustee for such person or his dependants during such period as they may determine.

(c) If the estate of any member or beneficiary is sequestrated or assigned, the pension or other benefit to which such member or beneficiary is entitled shall not form part of the assets in his insolvent or assigned estate but shall revert to the fund and may be dealt with, if the executive committee thinks fit, in part or in whole in a manner calculated in the opinion of the executive committee to benefit such member or beneficiary or his dependants.

(d) No rights in respect of a pension or other benefit under this Agreement shall become an asset in the deceased estate of any person save as is expressly provided in this Agreement.

(7) (a) If the executive committee decides that it is not desirable to make payment of a lump sum benefit in the manner elsewhere provided for in this Agreement, the executive committee may pay the benefit—

(i) to the beneficiary in instalments; and/or

(ii) wholly or partly to his dependants; and/or

(iii) to some other person either for the benefit of the beneficiary or of his dependants or of both.

If the executive committee shall make payment of a lump sum benefit by instalments, it shall add to the part retained by it compound interest at the rate of three per cent per annum.

(b) If the beneficiary is a minor, the executive committee may pay the benefit to any person it deems fit on behalf of such minor.

(c) Any decision of the executive committee in terms of this sub-section may be varied by it from time to time.

11. INDEMNITY.

The members of the executive committee and the officers of the fund shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

12. EXEMPTIONS.

The executive committee may grant an exemption from any of the provisions of this Agreement in respect of an employer and his employees who are members of a pension fund which the executive committee, after consultation with the actuary, considers to be more favourable to its members than the fund; the executive committee, after consultation with the actuary, shall have the right to withdraw such exemption after giving at least twelve months' notice in writing to the employer concerned.

AANHANGSEL A.

PENSIOENFONDS VIR DIE MEUBELNYWERHEID.

BYDRAES DEUR LEDE INGEVOLGE SUBKLOUSULE (1) VAN KLOUSULE 6.

*Weeklikse
bydrae deur
lid.*

1. <i>Voorgeskrewe minimum weekloon.—</i>						<i>s. d.</i>
<i>£</i>	<i>s.</i>	<i>d.</i>	<i>£</i>	<i>s.</i>	<i>d.</i>	<i>s. d.</i>
1	0	0-1	5	0	.....	1 3
1	5	1-1	10	0	.....	1 6
1	10	1-1	15	0	.....	1 9
1	15	1-2	0	0	.....	2 0
2	0	1-2	5	0	.....	2 3
2	5	1-2	10	0	.....	2 6
2	10	1-2	15	0	.....	2 9
2	15	1-3	0	0	.....	3 0
3	0	1-3	5	0	.....	3 3
3	5	1-3	10	0	.....	3 6
3	10	1-3	15	0	.....	3 9
3	15	1-4	0	0	.....	4 0
4	0	1-4	5	0	.....	4 3
4	5	1-4	10	0	.....	4 6
4	10	1-4	15	0	.....	4 9
4	15	1-5	0	0	.....	5 0
5	0	1-5	5	0	.....	5 3
5	5	1-5	10	0	.....	5 6
5	10	1-5	15	0	.....	5 9
5	15	1-6	0	0	.....	6 0
6	0	1-6	5	0	.....	6 3
6	5	1-6	10	0	.....	6 6
6	10	1-6	15	0	.....	6 9
6	15	1-7	0	0	.....	7 0

Maandelikse
bydrae deur
lid.

2. Minimum voorgeskrewe maandloon.—

£	s.	d.	£	s.	d.	£	s.	d.
5	0	0-6	0	0	0	0	6	0
6	0	1-7	0	0	0	0	7	0
7	0	1-8	0	0	0	0	8	0
8	0	1-9	0	0	0	0	9	0
9	0	1-10	0	0	0	0	10	0
10	0	1-11	0	0	0	0	11	0
11	0	1-12	0	0	0	0	12	0
12	0	1-13	0	0	0	0	13	0
13	0	1-14	0	0	0	0	14	0
14	0	1-15	0	0	0	0	15	0
15	0	1-16	0	0	0	0	16	0
16	0	1-17	0	0	0	0	17	0
17	0	1-18	0	0	0	0	18	0
18	0	1-19	0	0	0	0	19	0
19	0	1-20	0	0	0	1	0	0
20	0	1-21	0	0	0	1	1	0
21	0	1-22	0	0	0	1	2	0
22	0	1-23	0	0	0	1	3	0
23	0	1-23	10	0	0	1	3	6

AANHANGSEL B.

PENSIOENFONDS VIR DIE MEUBELNYWERHEID

BEDRAG VAN PENSIOEN TEN OPSIGTE VAN ELKE £100 VOLLE BYSTAND INGEVOLGE PARAGRAAF (b) VAN SUBKLOUSULE (2) VAN KLOUSULE 7.

Lid se ouderdom by afstreekdatum.		Pensioen ten opsigte van elke £100 volle bystand.	
Manlik.	Vroulik.	Manlik.	Vroulik.
		£ s. d.	£ s. d.
60	55	8 0 0	6 6 0
61	56	8 5 0	6 9 0
62	57	8 10 0	6 12 0
63	58	8 15 0	6 15 0
64	59	9 0 0	6 18 0
65	60	9 5 0	7 1 0
66	61	9 11 0	7 5 0
67	62	9 17 0	7 9 0
68	63	10 3 0	7 13 0
69	64	10 10 0	7 17 0
70	65	10 17 0	8 1 0

Waar die ouderdom 'n breukgetal is, moet vir die ekstra maande toegelaat word deur tussenvoeging.

OPMERKINGS.

1. Die jaarlikse pensioen word bereken tot die naaste sjieling [paragraaf (a) van subklausule (3) van klausule 10].

2. Die werklike pensioen moet in verhouding wees met dié wat toegestaan sou word as volle bystand gelyk was aan £100.

Hierdie Ooreenkoms, namens die partye onderteken op 24 April 1952.

I. OSPOVAT, Voorsitter.

J. C. BOLTON, Ondervoorsitter.

R. U. KENNEY, Algemene Sekretaris.

ANNEXURE A.

PENSION FUND OF THE FURNITURE INDUSTRY.

CONTRIBUTIONS BY MEMBERS IN TERMS OF SUB-SECTION (1) OF SECTION 6.

(1) OF SECTION C.

Weekly
Contribution
by Member.

1. Minimum Weekly Prescribed Wage.

£	s.	d.	£	s.	d.	s.	d.
1	0	0-1	5	0	.....	1	3
1	5	1-1	10	0	.....	1	6
1	10	1-1	15	0	.....	1	9
1	15	1-2	0	0	.....	2	0
2	0	1-2	5	0	.....	2	3
2	5	1-2	10	0	.....	2	6
2	10	1-2	15	0	.....	2	9
2	15	1-3	0	0	.....	3	0
3	0	1-3	5	0	.....	3	3
3	5	1-3	10	0	.....	3	6
3	10	1-3	15	0	.....	3	9
3	15	1-4	0	0	.....	4	0
4	0	1-4	5	0	.....	4	3
4	5	1-4	10	0	.....	4	6
4	10	1-4	15	0	.....	4	9
4	15	1-5	0	0	.....	5	0
5	0	1-5	5	0	.....	5	3
5	5	1-5	10	0	.....	5	6
5	10	1-5	15	0	.....	5	9
5	15	1-6	0	0	.....	6	0
6	0	1-6	5	0	.....	6	3
6	5	1-6	10	0	.....	6	6
6	10	1-6	15	0	.....	6	9
6	15	1-7	0	0	.....	7	0

Monthly
Contribution
by Member.

2. Minimum Monthly Prescribed Wage.

£	s.	d.	£	s.	d.	£	s.	d.
5	0	0-6	0	0	0	0	6	0
6	0	1-7	0	0	0	0	7	0
7	0	1-8	0	0	0	0	8	0
8	0	1-9	0	0	0	0	9	0
9	0	1-10	0	0	0	0	10	0
10	0	1-11	0	0	0	0	11	0
11	0	1-12	0	0	0	0	12	0
12	0	1-13	0	0	0	0	13	0
13	0	1-14	0	0	0	0	14	0
14	0	1-15	0	0	0	0	15	0
15	0	1-16	0	0	0	0	16	0
16	0	1-17	0	0	0	0	17	0
17	0	1-18	0	0	0	0	18	0
18	0	1-19	0	0	0	0	19	0
19	0	1-20	0	0	0	1	0	0
20	0	1-21	0	0	0	1	1	0
21	0	1-22	0	0	0	1	2	0
22	0	1-23	0	0	0	1	3	0
23	0	1-23	10	0	0	1	3	6

ANNEXURE B.

PENSION FUND OF THE FURNITURE INDUSTRY.

AMOUNT OF PENSION IN RESPECT OF EACH £100 OF FULL BENEFIT IN TERMS OF PARAGRAPH (b) OF SUB-SECTION (2) OF SECTION 7.

Age of Member at Date of Retirement.		Pension in Respect of Each £100 of Full Benefit.			
Male.	Female.	Male.		Female.	
		£	s. d.	£	s. d.
60	55	8	0 0	6	6 0
61	56	8	5 0	6	9 0
62	57	8	10 0	6	12 0
63	58	8	15 0	6	15 0
64	59	9	0 0	6	18 0
65	60	9	5 0	7	1 0
66	61	9	11 0	7	5 0
67	62	9	17 0	7	9 0
68	63	10	3 0	7	13 0
69	64	10	10 0	7	17 0
70	65	10	17 0	8	1 0

Where the age is fractional, allowance shall be made by interpolation for completed months of age.

NOTES.

1. The annual pension is calculated to the nearest shilling [paragraph (a) of sub-section (3) of section 10].

2. The actual pension shall be proportionate to that which would be granted if the full benefit were £100.

This Agreement, signed on behalf of the parties on the 24th April, 1952.

I. OSPOVAT, Chairman.

J. C. BOLTON, Vice-chairman.

R. U. KENNEY, General Secretary.