



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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BUITENGEWONE

EXTRAORDINARY

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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 44.]

[13 Januarie 1961.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, TRANSVAAL.

VOORSORGS- EN SIEKTEBYSTANDSFONDS-
OOREENKOMS.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is; en

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepaling in klousule I, en die bepalings in klousule III tot en met X, XII tot en met XVI van deel A en al die bepalings van deel B van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die Provinsie Transvaal en die landdrostdistrikte Mafeking, Taung en Vryburg.

J. DE KLERK,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID—
TRANSVAAL.

BYSTANDFONDSOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Transvaal Furniture and Upholstery Manufacturers' Association (hieronder „die werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en

The Association of Transvaal Furniture Workers en
The Transvaal Furniture Workers' Union;

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

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

[13 January 1961.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
TRANSVAAL.

PROVIDENT AND SICK BENEFIT FUND
AGREEMENT.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding 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' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those trade unions; and

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clause I, and the provisions contained in clauses III to X (inclusive), XII to XVI (inclusive) of Part A and all the provisions of Part B 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 all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Province of the Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg.

J. DE KLERK,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE
MANUFACTURING INDUSTRY, TRANSVAAL.

PROVIDENT FUND AGREEMENT

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

Transvaal Furniture and Upholstery Manufacturers' Association

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

The Association of Transvaal Furniture Workers and
The Transvaal Furniture Workers' Union

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

I. TOEPASSINGSBESTEK.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasie en lede van enigeen van die vakverenigings betrokke by die Meubelnywerheid in die provinsie Transvaal en die landdrostdistrikte Mafeking, Taung en Vryburg.

(b) Ondanks die bepalings van paragraaf (a) van hierdie klousule word los werknemers, vakleerlinge en leerlinge (uitgesonderd meerderjarige vakleerlinge) uitgesluit van die bepalings van Deel A van hierdie Ooreenkoms.

II. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister bepaal kragtens subartikel (1) van artikel agt-en-veertig van die Wet en bly van krag vir 'n tydperk van 5 jaar of sodanige tydperk as wat hy bepaal.

DEEL A.

III. WOORDOMSKEYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word, en wat in die Wet op Nywerheidsversoening, Wet No. 28/1956, soos gewysig, omskryf word, het dieselfde betekenis as in dié Wet, en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike geslag aandui ook die vroulike geslag en dié wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts, tensy strydig met die samehang, beteken ouditeur 'n openbare rekenmeester soos in die Wet omskryf.

„Wet” beteken die Wet op Nywerheidsversoening, 1956, soos gewysig;

„vakleerling” beteken 'n werknemer wat gebind is deur 'n skriftelik vakleerlingskapkontrak, geregistreer kragtens die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig;

„Komitee of Bestuurskomitee” beteken die Bestuurskomitee aangestel deur die Raad om die Fonds te administreer.

„los werknemer” beteken 'n werknemer wat vir hoogstens drie dae in 'n week by dieselfde werkgewer in diens is vir laai en/of aflaai en/of die opberging van grondstowwe van enige soort;

„Raad” beteken die Nywerheidsraad vir die Meubelnywerheid, Transvaal;

„afhanklike” beteken, met betrekking tot 'n lid—

(a) sy vrou;

(b) sy weduwee;

(c) sy minderjarige kind of minderjarige stiefkind;

(d) enige ander persoon wat uitsluitlik of hoofsaaklik van sodanige lid afhanklik is en wat die Komitee tevrede stel dat hy aldus afhanklik is, met dien verstande dat die Komitee se beslissing omtrent wie die afhanklikes van 'n afgestorwe lid is, ooreenkomstig hierdie paragraaf, finaal is.

„Fonds” beteken die Voorsorgsfonds vir die Meubelnywerheid, Transvaal, ingestel by en kragtens hierdie Ooreenkoms;

„fondswcek” beteken die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag op die volgende Donderdag en Vrydag;

„Meubelnywerheid” of „Nywerheid” beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging, of volledig of gedeeltelik, van alle soorte meubels ongeag die materiaal wat gebruik word, en omvat onder andere die volgende werksaamhede:—

Heelmaak, stoffeer, herstoffeer, beits, spuitverf of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsneewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroef of teaters en kabinette vir musiekinstrumente en radio- of draadloostoestelle, en omvat die werksaamhede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met inrigtings waar die vervaardiging van meubels of enige werk in verband met die finale afwerking van enige meubelstuk vir verkoop, deels of geheel, gedoen word, en die fineer van deure gemaak van lamelblokbord of laaghout wat vir meubels gebruik word, alle dele van materiaal wat vir die maak van meubels gebruik word, maar uitgesonderd die vervaardiging van ateljeerusbanke soos hieronder omskryf, en kussings vir sodanige ateljeerusbanke, en die vervaardiging van artikels wat hoofsaaklik van biesies, gras en/of rottang gemaak is, en die ver-

I. SCOPE OF APPLICATION.

(a) The terms of this Agreement shall be observed by members of the employers' organisation and members of any of the trade unions engaged in the Furniture Manufacturing Industry in the Province of the Transvaal and the Magisterial Districts of Mafeking, Taung and Vryburg.

(b) Notwithstanding the provisions of paragraph (a) of this clause casual employees, Apprentices and Learners (other than Major Apprentices) shall be excluded from the provisions of Part A of this Agreement.

II. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for a period of 5 years, or for such period as may be determined by him.

PART A.

III. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, Act No. 28/1956, as amended, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and *vice versa*; further—unless inconsistent with the context—Auditor shall mean a Public Accountant as defined in the Act.

“Act” means the Industrial Conciliation Act, 1956, as amended;

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

“Committee or Management Committee” means the Management Committee appointed by the Council to administer the Fund;

“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;

“Council” means the Industrial Council for the Furniture Manufacturing Industry, Transvaal;

“dependant” means in relation to a member—

(a) his wife;

(b) his widow;

(c) his minor child or minor stepchild;

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

“Fund” means the Provident Fund for the Furniture Manufacturing Industry, Transvaal, established by and under this Agreement;

“Fund Week” means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

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

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article or furniture for sale, either in whole or in part is carried on, and the veneering of laminated blackboard or plywood doors used for furniture and all parts of materials used in the construction of furniture, but excludes the manufacture of studio couches as defined hereinafter, and cushions for such studio couches, and the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture

'n „Ateljeerusbank” beteken vir die toepassing van hierdie woordskrywing 'n meubelstuk ontwerp om op te sit en vir verandering in 'n dubbelbed of twee of meer beddens waarvan die raam hoofsaaklik van metaal vervaardig is en waarvan die sit- en/of slaoppervlaktes uit matrasse en/of kussings bestaan;

„leerling” beteken 'n werknemer wat geregistreer is of wat geag word dat hy geregistreer is as 'n leerling ooreenkomstig Goewermentskennisgewing No. 2071 van 15 Desember 1960 wat op die Nywerheid van toepassing is of was;

„hoë ouderdom” beteken die ouderdom van 55 jaar of ouer;

„aftreding” beteken die permanente aftreding uit die Nywerheid weens ongeskiktheid, swak gesondheid, swakheid of hoë ouderdom; en „aftree” het 'n ooreenstemmende betekenis;

„Sekretaris” beteken die Sekretaris van die Fonds.

„Trustees” beteken Trustees aangestel ingevolge klousule XIII van hierdie deel van die Ooreenkoms.

IV. DIE VOORSORGSFONDS VIR DIE MEUBELNYWERHEID, TRANSVAAL.

(1) Hierby word 'n voorsorgsfonds ingestel bekend as Die Voorsorgsfonds vir die Meubelnywerheid, Transvaal, waarvan die doel is om bystand te verleen aan lede soos bepaal in hierdie Ooreenkoms:—

(2) Die Fonds bestaan uit—

- die totale weeklikse bydraes van sowel werkgewer as lid wat in die Fonds inbetaal word, min enige bedrae wat vir 'n ander doel aangewend word ingevolge klousule IX van hierdie deel van die Ooreenkoms;
- rente wat verkry word uit die belegging van enige gelde van die Fonds;
- enige gelde waarmee afsonderlike lede gekrediteer word ingevolge klousule X van hierdie deel van die Ooreenkoms;
- enige ander gelde waarop die Fonds geregtig mag word kragtens hierdie Ooreenkoms of om enige ander rede, of wat aan die Fonds geskenk mag word.

V. ADMINISTRASIE VAN DIE FONDS.

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die voorsitter en ondervoorsitter van die Raad en daarbenewens twee werkgewervertewoordigers en twee werknemerverteenwoordigers wat lede van die Raad is en deur die Raad aangestel word. Vir elke verteenwoordiger stel die Raad 'n plaasvervanger aan. Die voorsitter en ondervoorsitter van die Raad is die voorsitter en ondervoorsitter van die Komitee.

(b) 'n Meerderheid van die Komiteeledes maak 'n kworum uit op enige vergadering van die Komitee. Indien enige verteenwoordiger van enige vergadering afwesig is, en 'n plaasvervanger nie teenwoordig is nie, word die stemkrag van die werkgewers of die werknemers, na gelang van die geval, verminder soos wat nodig mag wees om gelyke stemkrag te behou. Beslissings van die Komitee word gevel by wyse van 'n meerderheidstem.

(c) Die Raad beskik oor die bevoegdheid om sy eie reglement vir die Bestuurskomitee 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 strydig mag wees met die bepalinge van hierdie Ooreenkoms of met die bepalinge van enige ander Wet nie.

(d) Ingeval die Bestuurskomitee om enige rede nie in staat is om sy pligte na te kom nie, neem die Raad die pligte waar en oefen sy bevoegdhede uit, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid, Transvaal, bestaan nie, word die Trustees aangestel soos bepaal in klousule XIII van hierdie deel van die Ooreenkoms.

(2) Die Raad het die bevoegdheid om 'n ouditeur, 'n sekretaris en personeel aan te stel op sodanige voorwaardes as wat hy mag goedvind en om sodanige aanstellings te verander, om reëlings te tref en voorsiening te maak vir persele, kantoor-meubels en -uitrusting vir die administrasie van die Fonds.

(3) Alle onkoste aangegaan vir die administrasie van die Fonds kom ten laste van die Fonds.

(4) So spoedig doenlik na 28 Februarie in elke jaar stel die Komitee 'n rekening op van die inkomste en uitgawe van die Fonds vir die 12 maande geëindig 28 Februarie en 'n staat wat die Fonds se bates en laste aantoon, wat deur die ouditeur gesertifiseer moet word en deur die voorsitter van die Komitee medeonderteken moet word. Die gesertifiseerde rekenings en staat en enige verslag daaroor deur die ouditeur moet daarna by die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande vanaf die afloop van die tydperk wat

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;

“learner” means an employee who is registered or deemed to be registered as a learner in terms of Government Notice No. 2071 of the 15th December, 1960, which is or was applicable to the Industry;

“old age” means the age of 55 years or more;

“retirement” means permanent retirement from the industry through incapacity, ill-health, infirmity or old age; and “retire” has a corresponding meaning;

“secretary” means the Secretary of the Fund;

“trustees” means Trustees appointed in terms of clause XIII of this part of the Agreement;

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

(1) There is hereby established a Provident Fund known as The Provident Fund for the Furniture Manufacturing Industry, Transvaal, the purpose of which shall be the provision of benefits to members as provided for in this Agreement:—

(2) The Fund shall consist of—

- the total weekly contributions of both employer and member paid into the Fund less any amounts to be diverted in terms of clause IX of this part of the Agreement;
- interest derived from the investment of any monies of the Fund;
- any monies credited to individual members in terms of clause X of this part of the Agreement;
- any other monies 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.

V. ADMINISTRATION OF THE FUND.

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council and in addition thereto two employers' representatives and two 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.

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

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

(d) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, Transvaal, in existence, the Trustees shall be appointed as provided for in clause XIII of this Part of the Agreement.

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

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

(4) As soon as possible after the 28th February in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended the 28th 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

(5) Die Bestuurskomitee ontvang en samel alle inkomste van die Fonds in en deponeer alle gelde aldus ontvang in 'n bankrekening wat op naam van die Fonds geopen word. 'n Amptelike kwitansie moet uitgereik word vir alle gelde wat in die Fonds ontvang word en trekkings uit die Fonds geskied by wyse van tjeks wat onderteken is deur die persone wat van tyd tot tyd deur die Raad daartoe gemagtig word, en medeonderteken is deur die Sekretaris.

(6) Enige gelde wat nie nodig is om lopende betalings en onkoste te bestry nie, moet belê word in—

- (a) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke, en/of
- (b) pospaarbankrekenings of -sertifikate, en/of
- (c) Unie- of plaaslike bestuurs-effekte en/of die Elektrisiteitsvoorsieningskommissie en/of
- (d) Unieieningsertifikate.

VI. LIDMAATSKAP.

(1) Lidmaatskap van die Fonds bestaan uit—

- (a) alle werknemers in die Nywerheid vir wie minimum lone voorgeskryf is in die Bylae van Goewermentskenningsgewing No. 2071 van 15 Desember 1960.
 - (b) behoudens die goedkeuring van die Komitee, sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hulle werkgewers toegestem het om dié bydraes te maak wat voorgeskryf is in klousule VII van hierdie deel van die Ooreenkoms;
 - (c) ondanks enigiets teenstrydigs hierin vervat, werknemers in subklousule (a) hiervan genoem vir wie 'n loon van hoogstens £3. 11s. 1d. per week voorgeskryf is, en werknemers genoem in subklousule (b) hiervan wat met inbegrip van lewenskostetoelae hoogstens £3. 11s. 1d. verdien, word nie as lede toegelaat nie.
- (2) Lidmaatskap eindig as—
- (a) 'n lid die Nywerheid verlaat het;
 - (b) 'n lid opgehou het om tot die Fonds by te dra vir 'n tydperk van drie agtereenvolgende maande of langer; met dien verstande dat as 'n lid binne twee jaar vanaf die datum dat hy laaste bygedra het tot die tevredenheid van die Komitee kan bewys dat hy nie by die Nywerheid betrokke was nie, weens siekte, besering of werkloosheid, sodanige persoon geregtig is om weer as 'n lid herstel te word, en om sy voordele herstel te kry; of
 - (c) 'n lid sy rekening laat krediteer het met alle bonusse en rente verskuldig by aansoek om opvraging en die bystand ontvang het waarop hy geregtig is ingevolge hierdie deel van die Ooreenkoms.

VII. BYDRAES.

(1) Met dien verstande dat geen aftrekking gemaak word van die loon van 'n lid wat vir minder as 16 uur in die week waarin die aftrekkings gemaak moet word, gewerk het nie, moet elke werkgewer op die eerste betaaldag na die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke FondswEEK van die loon van elke lid in sy diens, die bedrag bepaal in kolom (a) van aanhangsel B van hierdie Ooreenkoms, aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae byvoeg soos bepaal in kolom (b) van aanhangsel B van hierdie Ooreenkoms.

(2) Die werkgewer moet maandeliks die totale bydraes genoem in subklousule (1) van hierdie klousule tesame met 'n staat in die vorm van aanhangsel A van hierdie Ooreenkoms aanstuur sodat dit die Sekretaris voor of op die twaalfde dag van die maand bereik wat volg op dié waartydens die lid se aftrekkings gemaak moes word.

(3) As 'n werkgewer versuim om die vereiste aftrekkings van 'n werknemer se loon vir die bepaalde datum te doen, stel die Bestuurskomitee vas of en op watter wyse die agterstallige van die werknemer gevorder moet word, en die werkgewer is nie daarop geregtig om die werknemer se agterstallige bydrae op enige ander wyse in te vorder as dié wat deur die Komitee vasgestel is nie, maar is desnieteenstaande aanspreeklik om sy eie bydraes te maak ooreenkomstig die bepalinge van hierdie Ooreenkoms, en die lid se rekening word met sodanige bydraes gekrediteer.

(4) As enige foutiewe bydrae tot die Fonds gemaak word, is die Fonds nie aanspreeklik om die bydrae na die verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(5) Wanneer enige bystand per abuis aan 'n lid betaal is as gevolg waarvan sodanige lid betalings aan die Fonds gemaak het wat nie betaalbaar was nie, kan die Komitee die bedrag van die bystand aldus betaal—

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

(5) The Management Committee shall collect and receive all revenue of the fund and shall deposit all monies so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all monies 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, countersigned by the Secretary.

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

- (a) Savings accounts, permanent shares or fixed deposits in Registered Building Societies, or Banks, and/or
- (b) Post Office Savings Accounts or Certificates, and/or
- (c) Union or Local Government Stock, and/or the Electricity Supply Commission, and/or
- (d) Union Loan Certificates.

VI. MEMBERSHIP.

(1) Membership of the Fund shall consist of—

- (a) All employees in the Industry for whom minimum wages are prescribed in the Schedule to Government Notice No. 2071 of the 15th December, 1960.
- (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 VII of this Part of the Agreement.
- (c) Notwithstanding anything to the contrary contained herein employees referred to in sub-clause (a) hereof for whom a wage of not more than £3. 11s. 1d. per week is prescribed and employees referred to in sub-clause (b) hereof who earn inclusive of cost of living allowance not more than £3 11s. 1d. per week shall not be eligible for membership.

(2) Membership shall cease if—

- (a) a member has left the industry;
- (b) a member has ceased to contribute to the Fund for a period of three consecutive months, or longer; provided that if a member can prove to the satisfaction of the Committee, within two years from the date he last contributed, that he was not engaged in the Industry on account of illness, injury or unemployment, such person shall be entitled to be re-instated as a member and to have his benefits restored; or
- (c) a member had his account credited with all bonuses and interest due upon application for withdrawal and has been paid the benefit he is entitled to in terms of this Part of the Agreement.

VII. CONTRIBUTIONS.

(1) Provided that no deduction shall be made from the wages of a member who has worked less than 16 hours in the week in which the deductions fall due, each 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 wage of each and every member in his employ, the amount specified in column (a) Appendix B to this Agreement. To the amount so deducted the employer shall add a contribution as specified in column (b) of Appendix B of this Agreement.

(2) The employer shall forward monthly the total contributions referred to in sub-clause (1) of this clause, together with a statement in the form of Annexure A of this Agreement, to reach the secretary not later than the 12th day of the month following that during which the member's deductions were due to be made.

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

(4) If any 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.

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

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

VIII. BYSTAND.

(1) 'n Lid is geregtig op die betaling van alle bystand vir hom opgeloopt ooreenkomstig hierdie deel van die Ooreenkoms—

(a) minstens drie maande lank nadat hy die Nywerheid permanent verlaat het en by bewys van indiensneming buite die Nywerheid; of—

(b) by aftreding uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid, en 'n lid word as permanent ongeskik geag as gevolg daarvan: met dien verstande dat die lid bewys van sodanige ongeskiktheid gelewer het tot bevrediging van die Komitee.

(2) (a) Behoudens die bepalinge van klousule IX van hierdie deel van die Ooreenkoms is 'n lid genoem in subklousule 1 (a) hiervan geregtig op die volgende bystand:—

(i) As hy 'n lid was vir 'n tydperk van hoogstens vyf jaar, die totale bedrag wat hy bygedra het, plus enige rente en bonusse gekrediteer by sy eie bydraes ooreenkomstig klousule X van deel A plus 50 persent van die totale bedrag van die werkgever se bydraes, plus rente, bygedra ten opsigte van die lid;

(ii) as hy 'n lid was vir 'n tydperk van meer as 5 jaar maar vir hoogstens 10 jaar, die totale bedrag deur hom bygedra plus enige rente en bonusse waarmee hy gekrediteer is by sy eie bydraes ooreenkomstig klousule X van Deel 1, plus sestig persent van die totale bedrag van die werkgever se bydraes, plus rente, bygedra ten opsigte van die lid;

(iii) as hy 'n lid was vir 'n tydperk van meer as 10 jaar maar hoogstens 20 jaar, die totale bedrag deur hom bygedra, plus enige rente en bonusse waarmee hy gekrediteer is by sy eie bydraes, ooreenkomstig klousule X van deel A plus 75 persent van die totale bedrag van die werkgever se bydraes, plus rente, bygedra ten opsigte van die lid;

(iv) as hy 'n lid was vir 'n tydperk van meer as 20 jaar, die totale bedrag deur hom bygedra, plus enige rente en bonusse waarmee hy gekrediteer is by sy eie bydraes plus die totale bedrag van die werkgever se bydraes en rente, bygedra ten opsigte van die lid.

(b) 'n Lid genoem in subklousule 1 (b) hiervan moet, behoudens die bepalinge van klousule IX van hierdie deel van die Ooreenkoms, die bystand ontvang wat voorgeskryf is in subklousule 2 (a) (iv) hiervan; met dien verstande dat die Komitee die reg het om 'n mediese verslag ten opsigte van sodanige lid op koste van die Fonds te vereis.

(3) (a) Aansoeke om bystand moet skriftelik geskied in die vorm deur die Komitee voorgeskryf.

(b) Wanneer 'n bydraer tot die Nywerheid terugkeer voor die betaling van bystand gedoen is op 'n aansoek van onttrekking, vervul die aansoek outomaties en bydraes word onverwyld herwat.

(c) By betaling aan 'n lid van alle bystand vir hom opgeloopt ooreenkomstig hierdie deel van die Ooreenkoms, word die saldo van die werkgevers se bydraes en die rente, indien daar is, aan die Fonds verbeur as 'n item waarop die Fonds geregtig geword het ooreenkomstig klousule IV (2) (d) van hierdie deel van die Ooreenkoms.

(4) (a) By bewys wat vir die Bestuurskomitee bevredigend is van die dood van 'n lid, betaal die Fonds 'n bedrag gelyk met die totale bedrag van sy eie en die werkgever se bydraes bygedra ten opsigte van sodanige lid plus rente en bonusse waarmee hy daarby gekrediteer is ooreenkomstig klousule X van hierdie deel van die Ooreenkoms aan die afhanklikes, en die boedel van die afgestorwe lid het geen eis teen die Fonds nie.

(b) Indien die afhanklike minderjarig is, betaal die Bestuurskomitee die bystand aan sodanige minderjarige se wettige voog, om gebruik te word tot voordeel van die minderjarige.

(c) By soortgelyke bewys van die dood van 'n lid wat afgetree het uit sy diens, en wat bystand van die Fonds ontvang het, betaal die Fonds aan sy afhanklikes of aan die wettige voog van minderjariges soos bepaal in subklousules (4) (a) en (4) (b) van hierdie klousule, die verskil, indien daar is, waarmee die totale bedrag, bereken ooreenkomstig subklousule (4) (a) van hierdie klousule, die totale betalings oorskry wat aan die afgetrede lid gedoen is.

Ingeval die afhanklikes van 'n afgestorwe lid nie enige verskuldigde bystand ooreenkomstig hierdie artikel binne 'n maand vanaf die bewys van die dood van 'n lid eis nie, plaas die Bestuurskomitee 'n advertensie in albei amptelike tale in drie agtervolgende uitgawes van hoogstens drie daaglikse nuusblaaie wat in die Unie van Suid-Afrika uitgegee word, waarvan een 'n nuusblad moet wees wat uitgegee word in die distrik waarin die afgestorwe lid gewoonlik gewoon het, met vermelding van die bekende name van afhanklikes en hulle jongste bekende adresse, die naam en jongste bekende werkplek van die afgestorwe lid en die feit dat bystand beskikbaar is om deur die afhanklikes afgehaal te word, op 'n plek deur die Bestuurskomitee aangewys. Indien die afhanklikes binne 'n jaar en 'n dag vanaf die datum van die laaste plasing van sodanige advertensie versuim om die bystand te eise, sal die bystand aan die wettige voog van die afhanklikes of aan die wettige voog van die minderjarige, indien daar is, betaal word.

VIII. BENEFITS.

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

(a) at least three months after having left the Industry permanently and upon proof of being engaged outside of the Industry; or

(b) upon retirement from the Industry owing to—

(i) old age; or

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

(2) (a) Subject to the provisions of clause IX of this Part of the Agreement a member referred to in sub-clause 1 (a) hereof 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 X of Part A plus 50 per cent of the total sum of the employers' contributions, plus interest, contributed in respect of that member;

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

(iii) if he has been a member for a period in excess of ten years but not exceeding twenty years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions, in terms of clause X of Part A plus 75 per cent of the total sum of the employers' contributions, plus interest, contributed in respect of that member;

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

(b) A member referred to in sub-clause 1 (b) hereof shall, subject to the provisions of clause IX of this Part of the Agreement, be paid the benefits prescribed in sub-clause 2 (a) (iv) hereof; provided 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 contributor returns to the Industry before payment of benefits has been made on an application of withdrawal, the application will automatically lapse and contributions forthwith be resumed.

(c) Upon payment to a member of all benefits accrued to him in terms of this Part of the Agreement, the balance of the employers' 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 IV (2) (d) of this Part of the Agreement.

(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 X of this Part of the Agreement to the dependants and the estate of the deceased member shall have no claim against the Fund.

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

(c) On similar proof of death of a member who has retired from his employment, and who was receiving benefits from the Fund, the Fund shall pay to his dependants or to the legal guardian of minors, as provided in sub-clauses (4) (a) and (4) (b) of this clause, the difference, if any, by which the aggregate amount, calculated in accordance with sub-clause (4) (a) of this clause, exceeds the total payments which have been made to the retired member.

In the event of the dependants of a deceased member not claiming any benefits due in terms of this section, within a month of the proof of death of a member, the Management Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Union of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the known names of dependants and their last known addresses, the name and last known place of work of the deceased member and the fact that benefits are available for collection by the dependants, at a place appointed by the Management Committee. If within a year and a day from the date of the last insertion of such advertisement the dependants fail to claim the benefits due to

(5) Indien 'n lid bystand ontvang het waarop hy nie geregtig is kragtens die bepalings van hierdie deel van die Ooreenkoms nie, en die saak nie behandel word op die wyse soos uiteengesit in klousule VII (5) van hierdie deel van die Ooreenkoms nie, is hy aanspreeklik om die bedrag van die bystand aldus ontvang, aan die Fonds terug te betaal. Met dien verstande dat indien die Bestuurskomitee dit in enige besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, kan hy na goeddunke die terugbetaling van enige mindere bedrag eis of sodanige lid die terugbetaling van die hele bedrag kwytsteld.

(6) Behoudens soos in hierdie klousule bepaal, mag geen bystand of reg tot bystand gesedeer, oorgedra, bemaak of andersins oorgemaak word nie, of ook verpand of verhipotikeer word nie, nog minder kan enige bydrae deur 'n lid of namens 'n lid gemaak beslag op gelê word of onderhewig wees aan enige vorm van eksekusie kragtens 'n uitspraak of 'n bevel van 'n geregtshof nie.

(7) Niks in hierdie Ooreenkoms vervat, raak op enige wyse die reg van enige lid of sy afhanklikes om skadevergoeding te eis ten opsigte van werksmanne wat beseer is, of wat besig is om te sterf van enige ongeluk wat ontstaan uit en in die loop van sy diens, en die bedrag betaalbaar kragtens hierdie subklousule mag nie verminder word vanweë enige betaling wat kragtens enige sodanige wet gedoen mag word nie.

(8) Indien enige bystand wat betaalbaar geword het, en betaalbaar is, uitgesonderd bystand wat betaalbaar geword het, en wat betaalbaar is aan afhanklikes ooreenkomstig subklousule (4) van hierdie klousule, nie binne twee jaar vanaf die datum waarop dit betaalbaar geword het, opgeëis word nie, plaas die Bestuurskomitee, na die verloop van die twee jaar tydperk, 'n advertensie in albei amptelike tale in hoogstens drie agtereenvolgende uitgawes van drie daaglikse nuusblaaie wat uitgegee word in die Unie van Suid-Afrika, waarvan een 'n nuusblad moet wees wat uitgegee word in die gebied waarin die lid aan wie die bystand betaalbaar is, gewoonlik gebly het, op die tydstip waarop sodanige bystand betaalbaar geword het, met vermelding van die naam en die jogste bekende werkplek van die lid, die feit dat sekere bystand betaalbaar is, en dat 'n beroep op sodanige lid of sy afhanklikes gedoen word om eise in te stel vir sodanige bystand binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Bestuurskomitee moet, na die laaste datum waarop eise ingedien mag word, sodanige eise oorweeg en moet aan 'n lid, of indien geen eise van 'n lid ontvang word nie, aan sy onafhanklikes wat eise ingedien het op die wyse hierin voorgeskryf, sodanige gelde betaal van hoogstens die volle bystand aan die lid verskuldig, min die advertensiekoste, soos hy mag goeddink; met dien verstande dat sodanige betaling aan afhanklikes gedoen moet word in die voorrangorde vervat in die woordskrywing van „afhanklike” soos omskryf in hierdie deel van die Ooreenkoms.

As geen eise van 'n lid of sy afhanklikes binne die voorgeskrywe tydperk ontvang word nie, word die bystand aan die Fonds verbeur as 'n item waarop die Fonds geregtig geword het, ooreenkomstig klousule IV (2) (d) van hierdie deel van die Ooreenkoms.

IX. SIEKTEBYSTANDSVERENIGING.

Van die weeklikse bydraes wat ontvang word van onderskeidelik die lid en sy werkgewer, moet die Raad aan die Siektebystandsvereniging, ingestel ooreenkomstig deel B van hierdie Ooreenkoms, sodanige ledegeld uitkeer soos voorgeskryf in Klousule 10 van deel B van hierdie Ooreenkoms.

X. RENTE EN BONUSSE.

(1) Op 28 Februarie van elke jaar word die surplus (indien daar is) verkry deur die totaal van—

- (i) die uitgawes van die administrasie van die Fonds tot en met 28 Februarie van die jaar af te trek;
- (ii) enige rente waarmee lede gekrediteer is wat gedurende daardie jaar bystand ontvang het, af te trek; en
- (iii) sodanige gelde af te trek soos genoem in subklousule (4) hiervan;

van die som van die volgende oplopings gedurende die vorige jaar:—

- (a) Rente van beleggings;
- (b) bystand verbeur deur die lede van die Fonds wat die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;
- (c) enige gelde in klousule IV (2) (d) van hierdie deel van die Ooreenkoms genoem; en
- (d) enige saldo wat oorgedra is na die toekening van rente en bonusse.

(2) Ingeval 'n surplus verkry word op die wyse voorgeskrywe in subklousule (1) hiervan, is elke lid geregtig op rente op die bedrag wat in sy krediet staan en die bedrag in die Fonds wat in

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

(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 subject to any form of execution under a judgment or order of a court of law.

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

(8) If any benefit due and payable, other than benefits due and payable to dependants in terms of sub-clause (4) of this clause, is not claimed within two years from the due date thereof, the Management Committee shall, after the expiration of the two years period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Union of South Africa, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due was normally resident at the time such benefits became due, stating the name and last known place of work of the member, the fact that certain benefits are due and calling upon such member or his dependants to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Management Committee shall, after the last date upon which claims may be submitted, consider such claims and shall pay to a member or if no claim is received from a member, to his dependants who have submitted claims in the manner prescribed herein, such monies not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit; provided that such payment shall be made to dependants in the order of preference contained in the definition of "dependant" as defined in this part of the Agreement.

Should no claim have been received from a member or his dependants within the prescribed period, the benefit shall be forfeited to the Fund as an item which the Fund has become entitled in terms of clause IV (2) (d) of this Part of the Agreement.

IX. SICK BENEFIT SOCIETY.

From the weekly contributions received from the member and his employer, respectively, the Council shall divert to the Sick Benefit Society, established in terms of Part B of this Agreement, such subscriptions as are prescribed in clause 10 of Part B of this Agreement.

X. INTEREST AND BONUSES.

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

- (i) the expenses of the administration of the Fund up to and including the 28th February of that year;
- (ii) any interest credited to members who received benefits during that year; and
- (iii) such moneys as are referred to in sub-clause (4) hereof;

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

- (a) Interest from investments;
- (b) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;
- (c) any moneys referred to in clause IV (2) (d) of this Part of the Agreement; and
- (d) 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 sub-clause (1) hereof, each member shall be entitled to interest on the amount standing to his credit and the amount

(3) (a) Indien, na die mening van die Bestuurskomitee, 'n saldo van voldoende omvang oorbly nadat die totale bedrag aan rente gekrediteer ooreenkomstig subklousule (2) hiervan afgetrek is van die surplus genoem in genoemde subklousule, word die bedrag wat staan in die krediet van die lid verhoog by wyse van 'n bonus wat op die volgende wyse verkry word:—

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

(b) Die Bestuurskomitee het die reg om die persentasie genoem in paragraaf (a) hiervan te verminder tot die naaste gerieflike persentasie en/of gedeelte daarvan vir berekeningsdoeleindes en om enige saldo wat oorbly na die toekenning 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) van hierdie klousule, ongeag of die bedrag wat staan in sy rekening betaalbaar geword het, en betaalbaar is of onderhewig is aan 'n aansoek om onttrekking, of onderhewig is aan enigeen van die prosedures voorgeskryf vir die versoek om eise of verbeuring.

(d) Na die toekenning van rente en bonusse ooreenkomstig onderskeidelik subklousules (2) en (3) van hierdie klousule en ingeval hierdie bystand betaalbaar word en betaalbaar is en by betaling van sodanige bystand voor die volgende 28ste Februarie, is 'n lid geregtig op rente vanaf die 28ste Februarie onmiddellik voor die datum van betaling, op sodanige betalingsdatum. Die rentekoers is dié wat deur die Komitee vasgestel word ooreenkomstig klousule (2) van hierdie klousule, met dien verstande dat—

- (i) sodanige rente bereken word op maandelikse saldo's;
- (ii) geen rente aan 'n lid betaalbaar is nie voordat minstens een volle jaar verloop het vanaf die datum van sy eerste bydrae;
- (iii) geen rente betaalbaar is vir enige ongelyke tydperk van minstens drie maande nie;
- (iv) rente bereken word slegs op ronde ponde (£);
- (v) aan lede slegs rente betaal sal word op hulle eie bydraes;
- (vi) die lid se rekening slegs gekrediteer sal word met die rente wat vir 'n lid opgeloopt het en dit aan hom betaal sal word tesame met sodanige ander bystand wat betaalbaar mag wees.

(4) Die Bestuurskomitee herinstalleer bystand van lede wat verbeurd verklaar is weens geen fout aan hulle kant nie, kragtens foute in opgawes van werkgewers, of foutiewe identiteit deur die administrasie van die Fonds.

XI. AGENTE.

Enige agent deur die Raad aangestel, moet help om die bepalings van hierdie Ooreenkoms ten uitvoer te bring. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting te betree en sodanige navrae te doen en sulke dokumente, boeke, loonstate, betaalboekerte en betaal-karte te ondersoek en om sulke persone te ondervra as wat nodig mag wees om vas te stel of die bepalings van die Ooreenkoms nagekom word, en ingeval daar geen agente deur die Raad aangestel is nie, mag hy die Bestuurskomitee magtig om een of meer agente aan te stel, met soortgelyke bevoegdhede en pligte as die agente hierbo genoem, vir solank as bydraes deur lede en werkgewers betaalbaar is.

XII. VRYSTELLINGS.

Die Raad mag 'n vrystelling van enigeen of almal van die bepalings van hierdie Ooreenkoms verleen ten opsigte van 'n werkgewer en/of een of meer van sy werknemers wat lede is van 'n pensioen- en/of voorsorgsfonds wat die Raad meer gunstig ag vir sy lede as die Fonds, met dien verstande dat sodanige pensioen- en/of voorsorgsfonds reeds bestaan het vir 'n tydperk van minstens ses maande voor die publikasie van hierdie Ooreenkoms.

Die Raad het die reg om sodanige vrystelling in te trek na drie maande skriftelike kennisgewing van die intrekking aan die betrokke werkgewer.

XIII. VERVAL VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) In die geval van die verval van hierdie Ooreenkoms deur verloop van tyd of staking weens enige ander rede, en geen daaropvolgende Ooreenkoms aangegaan word om die werking van die Fonds voort te sit nie, of die Fonds nie deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is binne drie maande vanaf die vervaldatum van hierdie Ooreenkoms nie, word die Fonds deur die Komitee gelikwideer, wat intussentyd verantwoordelik is vir die administrasie van die Fonds. Ingeval die Fonds oorgedra word ooreenkomstig hierdie subklousule—

- (a) word die bystand verskuldig aan lede van die oorspronklike Fonds op die datum van sodanige oordrag geensins verminder kragtens sodanige oordrag nie; en
- (b) enige lid van die oorspronklike Fonds wat uitgesluit mag

(3) (a) If, in the opinion of the Management Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of sub-clause (2) hereof from the surplus referred to in the said sub-clause 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 amounts standing to the credit in the Fund of members' own contribution accounts as at the 28th 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 figures so obtained shall be his bonus.

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

(c) For the purpose of this clause every member of the Fund shall receive interest and bonuses, in terms of sub-clauses (2) and (3) of this clause, 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 sub-clauses (2) and (3), respectively, of this clause, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 28th of February, a member shall be entitled to interest from the 28th 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 clause (2) of this clause, provided that—

- (i) such interest shall be calculated on monthly balances;
- (ii) no interest shall be payable to a member before at least one full year has expired from the date of his first contribution;
- (iii) no interest shall be payable for any odd period of less than three months;
- (iv) interest shall be calculated on completed pounds (£'s) only;
- (v) members shall only be paid interest on their own contributions;
- (vi) the interest accruing to a member shall be credited to the member's account and paid to him together with such other benefits which may be due.

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

XI. AGENTS.

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

XII. EXEMPTIONS.

The Council may grant an exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees who are members of a pension and/or provident fund which the Council considers to be more favourable to its members than the Fund, provided such pension and/or provident fund was in existence for a period of not less than 6 months prior to the publication of this Agreement.

The Council shall have the right to withdraw such exemption, after giving three months' notice in writing to the employer concerned of the withdrawal.

XIII. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and no subsequent Agreement be negotiated for the purpose of continuing the operation of the Fund or the Fund not be transferred by the Council to any other fund constituted for the same purpose within three months from the date of expiry of the Agreement, the Fund shall be liquidated by the Committee who in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this sub-clause—

- (a) the benefits due to members of the original fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and
- (b) any member of the original fund, who may be precluded

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, word die Fonds steeds geadmistreer deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge die subartikel mag aanwys. Enige vakature wat in die Komitee mag voorkom, kan aangevul word deur die Registrateur uit werkgewers en werknemers, na gelang van die geval, om gelykheid van werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Fonds onmoontlik of onwenslik na die mening van die Registrateur maak, kan hy 'n persoon aanstel wat onverwyld twee meer persone moet koöpteer, een 'n lid van die Fonds of 'n betaalde amptenaar van een van die vakverenigings en die ander 'n lid van die werkgewersorganisasie of 'n betaalde amptenaar daarvan, en hierdie persone tesame is die trustees by wie al die bevoegdhede, magte en pligte van die Komitee sal berus. By die verval van die Ooreenkoms word die Fonds gelikwedeer deur die Komitee of die trustees, na gelang van die geval.

(3) Enige vakature wat ontstaan op die Raad van Trustees soos ingesluit in subklousule (2) van hierdie klousule, word aangevul op dieselfde wyse as bepaal in dié subklousule.

(4) Aan die trustees sal uit die Fonds sodanige gelde betaal word as waaroor hulle en die Registrateur ooreenkoms.

XIV. LIKWIDASIE.

(1) By likwidasië van die Fonds ooreenkomsstig subklousule (1) of (2) of klousule XIII van hierdie deel van die Ooreenkoms, moet die Komitee, likwedeer of die trustees, na gelang van die geval—

- onverwyld voortgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit en sodanige kontant binne 30 dae vir opvraging belê;
- alle krediteure, administrasie- en likwidasië-onkoste uit die Fonds betaal;
- na aftrekking van alle uitstaande bedrae en koste, die netto aanwas of tekort van die Fonds bepaal en dit toeken aan die lede se rekening op die wyse voorgeskryf in klousule X van hierdie deel van die Ooreenkoms;
- Na hierdie finale toekenning ooreenkomsstig subklousule (c) hiervan, die bedrae in die krediet van lede se rekeninge aan sodanige lede betaal asof hulle die Nywerheid met goedgekeurde uittreding verlaat het.

(2) Ondanks enigiets teenstrydigs wat in hierdie Ooreenkoms vervat is, moet enige bystand waarop lede geregtig geword het ooreenkomsstig subklousule (1) hiervan, as dit nie binne 3 maande vanaf die datum waarop dit betaalbaar geword het en betaalbaar is opgeëis word nie, aan die algemene fonds van die Raad verbeur word. Ingeval daar geen Raad bestaan nie, en enige eise vir bystand kragtens likwidasië aan verbeuring onderhewig word, moet sodanige bystand betaal word aan die Voogdefonds om te behandel soos bepaal in die Boedelwet, 1913, soos gewysig.

XV. VRYWARING.

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die amptenare van die Fonds word nie verantwoordelik gehou vir enige handeling wat mag lei tot 'n verlies van die Fonds waar sodanige handeling te goeder trou gedoen is nie en is nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby gevrywaar deur die Fonds teen alle verliese en onkoste deur hulle aangegaan in of tydens *bona fide* uitvoering van hulle pligte.

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

XVI. ALGEMENE BEPALINGS.

(1) Enige bystand, reg of belang wat 'n lid mag eis dat hy daarop geregtig is ingevolge hierdie Ooreenkoms, moet nie gebruik word as 'n 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 'n lid te beëindig nie.

(2) Geen persoon, hetsy 'n lid of nie, het enige eis, reg of belang op of ten opsigte van die Fonds of enige bydraes daaraan nie; of enige belang daarin nie of enige eis teen die Fonds, die Bestuurskomitee, die Mediese Komitee, aangestel ooreenkomsstig Deel B van hierdie Ooreenkoms en die werkgewers nie, uitgesonderd kragtens en ooreenkomsstig die bepalings van hierdie Ooreenkoms.

(3) Behoudens die bepalings van die Insolvensiewet, 1936, soos gewysig, of enige ander wet, indien die boedel van enige lid en/of sy afhanklike gesekwestreer of oorgemaak word, vorm die bystand waartoe sodanige lid of afhanklike geregtig is, nie deel van die bates van sy insolvente of oorgemaakte boedel nie, maar val terug op die Fonds of vereniging ingestel ooreenkomsstig Deel B van hierdie Ooreenkoms, na gelang van die geval, en kan deur die betrokke Komitee behandel word op 'n wyse wat na die mening van die Komitee daarop bereken is om sodanige lid of

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that sub-section. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the Trustees in whom all the powers, rights and duties of the Committee shall vest. Upon the expiry of the Agreement the Fund shall be liquidated by the Committee or the Trustees as the case may be.

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

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

XIV. LIQUIDATION.

(1) Upon liquidation of the Fund in terms of sub-clause (1) or (2) of clause XIII of this Part of the Agreement, the Committee, liquidator or the Trustees, as the case may be, shall—

- forthwith proceed to convert all investments and assets of the Fund into cash funds and invest such cash on call within 30 days;
- pay all creditors, administration and liquidation expenses from the Fund;
- after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause X of this Part of the Agreement;
- after this final allocation in terms of sub-clause (c) hereof, pay the amounts standing to the credit of members' accounts to such members as though they had left the industry upon approved retirement.

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

XV. INDEMNITY.

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

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

XVI. GENERAL PROVISIONS.

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

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 against the Council, the Management Committee, the Medical Committee, appointed in terms of Part B 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, as amended, or any other law, if the estate of any member and/or his dependant is sequestrated or assigned, the benefit to which such member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate, but shall revert to the fund or Society established in terms of Part B of this Agreement as the case may be and may be dealt with by the Committee concerned in a manner calculated, in the opinion of

DEEL B.

1. SIEKTEBYSTANDSVERENIGING VIR DIE TRANSVAALSE MEUBELWERKERS.

Hierby word 'n vereniging ingestel wat bekend staan as die „SIEKTEBYSTANDSVERENIGING VIR DIE TRANSVAALSE MEUBELWERKERS”.

2. WOORDOMSKRYWINGS.

In hierdie deel van die Ooreenkoms en in enige regulasies wat daarkragens opgestel word, tensy strydig met die samehang, omvat alle woorde en uitdrukkings wat die manlike geslag aandui ook die vroulike geslag, en dié wat die enkelvoud aandui, ook die meervoud, en omgekeerd, en die volgende woorde het die betekenis wat hierby daaraan toegeken word:—

- „Regulasies” beteken die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel word ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms;
- „afhanklikes” beteken die persone wat tot die Vereniging toegelaat word as afhanklikes ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms;
- „Raad” beteken die Nywerheidsraad vir die Meubelnywerheid, Transvaal;
- „vereniging” beteken die Siektebystandsvereniging van die Transvaalse meubelwerkers;
- „lid” beteken 'n persoon wat behoorlik toegelaat is as lid van die Vereniging ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms;
- „Komitee” beteken die Mediese Komitee aangestel ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms;
- „siekte” omvat siektes, en ongesiktheid weens besering.

3. DOELSTELLINGS.

(a) Die doelstellings van die Vereniging is om fondse in te samel en in stand te hou deur ledesgeld, bydraes en donasies, om ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms en die regulasies, lede en hulle afhanklikes te voorsien van mediese, heelkundige en oftalmiese ondersoek en behandeling, medisyne, verband, geriewe, hospitaal of verpleeg-inrigtingbehandeling wanneer vry beddens in 'n hospitaal ooreenkomstig die betrokke Provinsiale Ordonnansie onverkrygbaar is, en in laasgenoemde geval, wanneer dié 'n dringende geval is. Om lede te voorsien van siektebetaling en sodanige ander bystand en hulp as wat van tyd tot tyd deur die Komitee vasgestel kan word en om stappe te doen vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid onder lede en hulle afhanklikes.

(b) In verband met die verwesenliking van voornoemde doelstellings kan die Vereniging—

- (i) kontrakte aangaan met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wenslik ag asook hulle in diens hou of in diens neem;
- (ii) enige hospitaal, verpleeginrigting, hersteloord of dergelike of enige spreekkamer of apteek instel en/of waarneem;
- (iii) onderhandelings aangaan met enige hospitaal, verpleeginrigting, hersteloord of dergelike vir die versorging van lede en hulle afhanklikes;
- (iv) onderhandelings aangaan met enige oogkundige, farmaseut of enige ander persoon vir die verskaffing van dienste, oogkundige behoeftes, medisyne, verband en verdowingsmiddels;
- (v) roerende en onroerende eiendom bekom en oprig en geboue in stand hou;
- (vi) saamsmelt of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wat geheel en al of gedeeltelik soortgelyke doelstellings het as dié van die Vereniging.

(c) Die vereniging kan verder alle sodanige ander dinge doen wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstelling, of voortvloei uit enigeen van die bevoegdhede of funksies in dié deel van die Ooreenkoms vermeld.

4. LIDMAATSKAP.

(a) Lidmaatskap van die Vereniging is verpligtend vir—

- (i) lede van die Voorsorgsfonds ingestel ooreenkomstig deel A van hierdie Ooreenkoms;
- (ii) minderjarige vakleerlinge en minderjarige leerlinge.

(b) Ondanks die bepalings van subklousule (a) hiervan kan enige ander persoon betrokke by die Nywerheid, uitgesonderd dié genoem in subklousule 1 (c) van klousule VI van deel A, lid van die Vereniging word.

(c) Lidmaatskap van die Vereniging word onmiddellik beëindig sodra 'n lid die Nywerheid verlaat, ondanks enige ledesgeld wat

PART B.

1. TRANSVAAL FURNITURE WORKERS' SICK BENEFIT SOCIETY.

There is hereby established a Society which shall be known as the „TRANSVAAL FURNITURE WORKERS' SICK BENEFIT SOCIETY”.

2. DEFINITIONS.

In this Part of the Agreement and in any Regulations framed thereunder, unless inconsistent with the context, all words and expressions importing the masculine shall include the feminine gender, those signifying the singular shall include the plural and *vice versa* and the following words shall have the meanings hereby assigned to them:—

- “Regulations” shall mean the regulations made by the Medical Committee from time to time in accordance with the provisions of this Part of the Agreement;
- “dependants” shall mean those persons admitted to the Society as dependants in accordance with the provisions of this Part of the Agreement;
- “council” shall mean the Industrial Council for the Furniture Manufacturing Industry, Transvaal;
- “society” shall mean the Transvaal Furniture Workers' Sick Benefit Society;
- “member” shall mean a person who has been duly admitted to membership of the Society in terms of the provisions of this Part of the Agreement;
- “committee” shall mean the Medical Committee appointed in terms of the provisions of this Part of the Agreement;
- “sickness” shall include diseases, and incapacity due to injury.

3. OBJECTS.

(a) 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 Part of the Agreement and the Regulations, members and their dependants with medical, surgical, and ophthalmic attendance and treatment, medicines, dressings, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and, in the latter case, is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

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

- (i) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;
- (ii) establish and/or conduct any hospital, nursing home, convalescent home or the like, or any surgery or dispensary.
- (iii) contract with any hospital, nursing home, convalescent home or the like for the care of members and their dependants;
- (iv) contract with any optician, pharmacist or any other person for the supply of services, optical requirements, medicines, dressings and drugs;
- (v) acquire movable and immovable property and erect and maintain buildings;
- (vi) 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.

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

4. MEMBERSHIP.

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

- (i) members of the Provident Fund established in terms of Part A of this Agreement;
- (ii) minor apprentices and minor learners.

(b) Notwithstanding the provisions of sub-clause (a) hereof membership shall further be open to any other persons engaged in the industry other than those referred to in sub-clause (1) (c) of clause VI of Part A.

(c) Membership of the Society shall terminate immediately a member leaves the Industry, notwithstanding and subscriptions

5. LEDE SE KLAGTES.

(a) Enige klagte teen die Komitee of enige amptenaar of dienaar daarvan, moet aan die Raad gerig word, wat die bevoegdheid het om tot 'n beslissing te kom en wie se beslissing finaal is.

(b) Klagtes teen enige mediese personeel moet by die Komitee ingedien word, wat op sy beurt genoemde klagtes verwys na skeidsregters bestaande uit die hoof-mediese beampte van die Vereniging en 'n algemene praktisyn aangestel deur die Komitee, wat daarvoor by die Komitee verslag moet doen.

6. LEDE MET VERLOF.

Lede met verlof van hulle diens gedurende die jaarlikse vakansietydperk is aanspreeklik vir ledegeld ten opsigte van sodanige verloftydperk.

7. PENSIOENTREKKERS EN WEDUWEES.

Lede wat uit die diens van die Nywerheid tree na 20 jaar diens of weduwees van afgestorwe lede mag toegelaat word om steeds deel te neem aan die voordele van die Vereniging op sulke terme en voorwaardes wat betref bydraes tot die Vereniging en andersins as wat die Komitee van tyd tot tyd kan voorskryf.

8. TOELATING VAN AFHANKLIKES.

Die volgende persone word op die voorwaardes hieronder uiteengesit, as afhanklikes van 'n lid toegelaat—

- (a) 'n lid se vrou en 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wetlik aangenome kinders) behoudens sodanige bewys as wat die Komitee mag vereis ten opsigte van die feit of hulle geheel en al afhanklik is van sodanige lid;
 - (b) enige ander persoon wat na die goeddunke van die Komitee geheel en al van 'n lid afhanklik is;
- met dien verstande dat 'n persoon in (a) en (b) genoem—
- (i) nie toegelaat word as 'n afhanklike van enige lid nie tensy sodanige persoon in 'n mediese ondersoek geslaag het tot bevrediging van die Komitee;
 - (ii) nie geregtig is op toelating as afhanklike van 'n vakleerling of leerling gedurende die eerste twee tydperke van laasgenoemde se vakleerlingskap of leerlingskap nie;
 - (iii) wat ouderdoms- of enige ander pensioen ontvang van hoogstens £6 per maand en kinders onder die ouderdom van 18 jaar wat 'n inkomste van £6 per maand of minder ontvang, na die goeddunke van die Komitee as geheel en al afhanklik beskou kan word;
 - (iv) in gewone omstandighede by die betrokke lid moet inwoon, met dien verstande dat die Komitee spesiale gevalle op sodanige voorwaardes, as wat hy van tyd tot tyd mag neerlê, as persone wat nie so inwoon nie, as afhanklikes kan toelaat, met dien verstande dat hulle in die Unie woon.

9. LIDMAATSKAPKAARTE.

Aan elke lid word 'n kaart uitgereik as bewys van lidmaatskap. Op versoek moet hierdie kaart getoon word aan enige persoon wat dienste lewer aan 'n lid of afhanklike ooreenkomstig die bepalinge van hierdie deel van die Ooreenkoms en waarvoor die Vereniging geheel en al of gedeeltelik aanspreeklik is.

Lidmaatskapkaarte moet binne dertig dae aan die Sekretaris van die Komitee gestuur word vir die nodige byvoegings en skappings in die geval van—

- (a) die huwelik van 'n lid;
- (b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur 'n lid;
- (c) die afsterwe, die bereiking van die ouderdom van 18 jaar of die huwelik van 'n afhanklike;
- (d) 'n afhanklike wat in ontvangs kom van 'n loon of pensioen van hoër as £6 (ses pond) per maand;
- (e) 'n verandering in die bedrag aan ledegeld;
- (f) 'n adresverandering;
- (g) 'n verandering van roosterdokter;
- (h) 'n verandering van lidmaatskapnommer.

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

Aanvanklik word lidmaatskapkaarte gratis uitgereik maar as 'n kaart verlore gaan, moet 'n bedrag van een shilling (1s.) betaal word aan die Vereniging deur die betrokke lid vir die vervanging daarvan.

'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goeddunke van die Komitee geskied.

5. MEMBERS' COMPLAINTS.

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

(b) Complaints against medical personnel shall be lodged with the Committee, which in turn shall refer the said complaints to referees consisting of the chief medical officer of the Society and a general practitioner appointed by the Committee who shall report thereon to the Committee.

6. MEMBERS ON LEAVE.

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

7. PENSIONERS AND WIDOWS.

Members who retire from the Industry after 20 years of service or widows of deceased members may be permitted to continue to participate in the benefits of the Society, on such terms and conditions as to contributions to the Society and otherwise as the Committee may from time to time prescribe.

8. ADMISSION OF DEPENDANTS.

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

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

provided that a person referred to in (a) and (b)—

- (i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee;
- (ii) shall not be entitled to admission as a dependant of an apprentice or learner during the first two periods of the latter's apprenticeship or learnership;
- (iii) who is in receipt of old age or any other pension not exceeding £6 per month, and children under the age of 18 years who are in receipt of an income of £6 per month or less may, at the discretion of the Committee, be considered as wholly dependant;
- (iv) shall normally reside with the member concerned, provided that in special cases the Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Union.

9. MEMBERSHIP CARDS.

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

Membership cards must be forwarded within 30 days to the Secretary of the Committee for the necessary additions and deletion in the case of—

- (a) the marriage of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding £6 (six pounds) per month;
- (e) a change of rate of subscription;
- (f) a change of address;
- (g) a change of Panel Doctor;
- (h) a change of membership number.

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

Membership cards shall be issued free in the first instance but if a card is lost, a fee of one shilling (1s.) shall be paid to the Society by the member concerned for its replacement.

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

Membership cards remain the property of the Society at all

10. LEDEGELD.

(1) (i) Afhangende van die lone voorgeskryf in Goewermements-kennissgewing No. 2071 van 15 Desember 1960 vir die werk wat hy verrig, is die ledegeld betaalbaar deur verpligte lede (uitgesonderd minderjarige vakleerlinge en/of minderjarige leerlinge) volgens die volgende skaal:—

(a) Vir werk verrig waarvoor 'n loon van £12. 16s. 3d. per week voorgeskryf is: 5s. 2d. per week, wat soos volg opgemaak is—

3s. 4d. van die bydrae van 'n lid vir 'n ander doel aangewend soos voorgeskryf in klousule VII (1) van Deel A van hierdie Ooreenkoms;

1s. 10d. van die bydrae van die werkgewer vir 'n ander doel glo aangewend soos voorgeskryf in klousule VII (1) van Deel D van hierdie Ooreenkoms.

(b) Vir werk verrig waarvoor 'n loon van £8. 9s. 3d. per week tot £12. 16s. 2d. per week voorgeskryf is: 4s. 2d. per week, wat soos volg opgemaak is—

2s. 10d. van die bydrae van die lid vir 'n ander doel aangewend soos voorgeskryf in klousule VII (1) Deel A van hierdie Ooreenkoms;

1s. 4d. van die bydrae van die werkgewer vir 'n ander doel aangewend soos voorgeskryf in klousule VII (1) van Deel A van hierdie Ooreenkoms.

(c) Vir werk verrig waarvoor 'n loon van £6. 8s. 1d. per week tot £8. 9s. 2d. per week voorgeskryf is: 3s. 3d. per week, wat soos volg opgemaak is—

2s. 5d. van die bydrae van die lid vir 'n ander doel aangewend, soos voorgeskryf in klousule VII (1) van Deel A van hierdie Ooreenkoms;

10d. van die bydrae van die werkgewer vir 'n ander doel aangewend, soos voorgeskryf in klousule VII (1) van Deel A van hierdie Ooreenkoms.

(d) Vir werk verrig waarvoor 'n loon van £4. 9s. per week tot £6. 8s. per week voorgeskryf is: 1s. 6d. per week, wat soos volg opgemaak is—

1s. 1d. van die bydrae van die lid, vir 'n ander doel aangewend soos voorgeskryf in klousule VII (1) van Deel A van hierdie Ooreenkoms;

5d. van die bydrae van die werkgewer, vir 'n ander doel aangewend soos voorgeskryf in klousule VII (1) van Deel A van hierdie Ooreenkoms.

(ii) Ledegeld betaalbaar deur lede wat vakleerlinge is, uitgesonderd meerderjarige vakleerlinge, geskied volgens die volgende skaal, en hierdie ledegeld moet deur die werkgewer van die loon van die vakleerling afgetrek word:—

(a) Vakleerlinge in hulle eerste twee jaar van vakleerlingskap—9d. per week.

(b) Vakleerlinge in hulle derde jaar van vakleerlingskap—1s. 6d. per week.

(c) Vakleerlinge in hulle vierde jaar van vakleerlingskap—2s. 3d. per week.

(iii) Ledegeld betaalbaar deur lede wat in diens is as leerlinge ingevolge nywerheidsooreenkomste van toepassing op die Nywerheid, geskied volgens die volgende skaal, en hierdie ledegeld moet deur die werkgewer van die loon van die leerling afgetrek word:—

(a) Leerlinge in hul eerste en tweede ses maande van leerlingskap: 9d. per week.

(b) Leerlinge in hul derde ses maande van leerlingskap: 1s. per week.

(c) Leerlinge in hulle vierde ses maande van leerlingskap: 1s. 6d. per week.

(2) Lede, uitgesonderd verpligte lede, betaal ledegeld soos volg:—

(i) Indien hulle verdienste £12. 16s. 3d. per week of meer is: 5s. 2d. per week.

(ii) Indien hulle verdienste meer as £8. 9s. 2d. per week is maar hoogstens £12. 16s. 2d. per week: 4s. 2d. per week.

(iii) Indien hulle verdienste meer is as £6. 8s. per week maar hoogstens £8. 9s. 2d. per week: 3s. 3d. per week.

(iv) Indien hulle verdienste £6. 8s. per week of minder is: 1s. 6d. per week.

11. BYSTAND.

(a) 'n Lid en sy afhanklikes is, behoudens die Regulasies, geregtig op die volgende bystand:—

(i) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortvloei).

(ii) Spesialisdienste (uitgesonderd kraamdienste) met die toestemming van die hoof-mediese beampste van die Vereniging of sy plaasvervanger.

10. SUBSCRIPTIONS.

(1) (i) Dependent upon the wages prescribed in Government Notice No. 2071 of the 15th December, 1960, for the work which he performs, the subscriptions payable by compulsory members (other than minor apprentices and/or minor learners) shall be on the following scale:—

(a) On work performed for which a wage of £12. 16s. 3d. per week is prescribed: 5s. 2d. per week, made up of—

3s. 4d. diverted from the contribution of the member prescribed in clause VII (1) of Part A of this Agreement;

1s. 10d. diverted from the contribution of the employer prescribed in clause VII (1) of Part A of this Agreement.

(b) On work performed for which wages of £8. 9s. 3d. per week up to £12. 16s. 2d. per week is prescribed: 4s. 2d. per week, made up of—

2s. 10d. diverted from the contribution of the member prescribed in clause VII (1) of Part A of this Agreement;

1s. 4d. diverted from the contribution of the employer prescribed in clause VII (1) of Part A of this Agreement.

(c) On work performed for which wages of £6. 8s. 1d. per week to £8. 9s. 2d. per week is prescribed: 3s. 3d. per week, made up of—

2s. 5d. diverted from the contribution of the member prescribed in clause VII (1) of Part A of this Agreement;

10d. diverted from the contribution of the employer prescribed in clause VII (1) of Part A of this Agreement.

(d) On work performed for which wages of £4. 9s. per week to £6. 8s. per week is prescribed: 1s. 6d. per week, made up of—

1s. 1d. diverted from the contribution of the member prescribed in clause VII (1) of Part A of this Agreement;

5d. diverted from the contribution of the employer prescribed in clause VII (1) of Part A of this Agreement.

(ii) Subscriptions payable by members who are Apprentices, other than Major Apprentices, shall be on the following scale, and these subscriptions shall be deducted by the employer from wages of the Apprentice:—

(a) Apprentices in their first two years of Apprenticeship: 9d. per week.

(b) Apprentices in their third year of Apprenticeship: 1s. 6d. per week.

(c) Apprentices in their fourth year of Apprenticeship: 2s. 3d. per week.

(iii) Subscriptions payable by members who are employed as learners in terms of Industrial Agreements applicable to the Industry, shall be on the following scale, and these subscriptions shall be deducted by the employer from the wages of the learner:—

(a) Learners in their first and second six months of learnership: 9d. per week.

(b) Learners in their third six months of learnership: 1s. per week.

(c) Learners in their fourth six months of learnership: 1s. 6d. per week.

(2) Members, other than compulsory members, shall pay subscriptions as follows:—

(i) If earnings are £12. 16s. 3d. per week or more: 5s. 2d. per week.

(ii) If earnings are in excess of £8. 9s. 2d. per week but not more than £12. 16s. 2d. per week: 4s. 2d. per week.

(iii) If earnings are in excess of £6. 8s. per week but not more than £8. 9s. 2d. per week: 3s. 3d. per week.

(iv) If earnings are £6. 8s. per week or less: 1s. 6d. per week.

11. BENEFITS.

(a) A member and his dependants shall, subject to the Regulations, be entitled to the following benefits:—

(i) Medical attendance (excluding confinements or complications arising therefrom).

(ii) Specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society, or his deputy.

- (iv) Die aanwending van verbande deur 'n medikus en sodanige medisyne en/of verdowingsmiddels as waaroor die Komitee kan besluit, met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en verdowingsmiddels moet betaal.
- (v) Oogkundige dienste (soos waaroor die Mediese Komitee kan besluit).
- (vi) Na die uitsluitlike goeddunke van die Komitee op 'n *ex gratia* bydrae tot mediese koste—
 - (a) terwyl hy in enige provinsie van die Unie reis, of
 - (b) terwyl hy tydelik in 'n ander gebied woonagtig is as die gebied waar hy gewoonlik woon.
- (vii) Huisvesting in 'n hospitaal en verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal onverkrygbaar is).
- (viii) sodanige ander dienste as wat van tyd tot tyd deur die Komitee kan ingestel word.
- (ix) Siektebetaling in die geval van slegs 'n lid ooreenkomstig klousule 12 van hierdie deel van die Ooreenkoms, met dien verstande dat lede en hulle afhanklikes, uitgesonderd lede in subklousule (c) hiervan genoem, nie geregtig word op enigeen van die voordele bepaal in hierdie deel van die Ooreenkoms nie totdat sodanige lede minstens dertien weke bydraes aan die Vereniging betaal het en/of hoogstens 8 weke agterstallig is met hulle ledesgeld.

(b) Van alle lede wat woon binne die munisipale gebiede van Johannesburg en Pretoria en binne die munisipale grense van sulke ander stedelike gebiede as waaroor die Komitee kan besluit, word vereis om die dienste van dokters wat deur die Komitee aangestel is, te gebruik, en aptekers met wie die Komitee ooreengekom het vir die opmaak van voorskrifte.

(c) Ondanks enigiets teenstrydigs wat in hierdie Ooreenkoms vervat is, word lede wat volwaardige lede is van die Siektebystandfonds vir Transvaalse Meubelwerkers (d.w.s. die Siektebystandfonds van die Vakvereniging) op die inwerkingtredingsdatum van hierdie Ooreenkoms onmiddellik geregtig op die bystand voorgeskryf in Deel B van die Ooreenkoms, met dien verstande dat die Siektebystandfonds van die Meubelwerkers die ekwivalent van 13 weke se bydraes ten opsigte van sodanige lede onmiddellik nadat hierdie Ooreenkoms in werking tree, by die Vereniging inbetaal.

12. SIEKTEBETALING.

(1) 'n Lid wie se bedrag aan ledesgeld voorgeskryf word by klousules 10 (i) (a), (b) en (c) en klousule 10 (ii) (c) van hierdie deel van die Ooreenkoms en wat weens siekte verplig is om van die werk af weg te bly vir 'n tydperk van minstens vyf agtereenvolgende dae is, behoudens die bepalinge van subklousule (4) van hierdie klousule en klousule 11 van hierdie deel van die Ooreenkoms, geregtig op siektebetaling ten opsigte van sodanige afwesigheid vir 'n tydperk van hoogstens 8 weke gedurende enige twaalf kalendermaande teen die skaal van £3. 10s. per week.

(2) 'n Lid van wie die bedrag aan ledesgeld voorgeskryf is by klousules 10 (i) (d), 10 (ii) (b) en 10 (iii) (c) van hierdie deel van die Ooreenkoms en wat as gevolg van siekte verplig is om van die werk af weg te bly vir 'n tydperk van minstens 5 agtereenvolgende dae is, behoudens die bepalinge van klousule 11 van die deel van die Ooreenkoms en subklousule (4) van hierdie klousule, geregtig op siektebetaling ten opsigte van sodanige afwesigheid vir 'n tydperk van hoogstens 8 weke gedurende enige twaalf kalendermaande teen die skaal van £1. 15s. per week.

(3) 'n Lid van wie die bedrag aan ledesgeld voorgeskryf is by klousule 10 (ii) (a), 10 (iii) (a) en (b) en wat weens siekte verplig is om van die werk af weg te bly vir 'n tydperk van minstens 5 agtereenvolgende dae is, behoudens die bepalinge van klousule 11 van hierdie deel van die Ooreenkoms, en subklousule (4) van hierdie klousule, geregtig op siektebetaling ten opsigte van sodanige afwesigheid vir 'n tydperk van hoogstens 8 weke gedurende enige twaalf kalendermaande teen die skaal van £1 per week.

Vir die toepassing van hierdie klousule word 12 kalendermaande bereken vanaf die datum ten opsigte waarvan 'n lid in enige jaar vir die eerste maal siektebetaling trek tot dieselfde datum in die daaropvolgende jaar.

(4) Indien 'n lid bevorder word tot 'n loongroep ten opsigte waarvan hoër ledesgeld voorgeskryf is as dié wat hy voorheen betaal het, is hy nie geregtig op die hoër skaal van siektebetaling vir sodanige loongroep nie, totdat hy die hoër ledesgeld van sodanige loongroep vir 'n aaneenlopende tydperk van 12 weke betaal het.

(5) 'n Lid wat aangeteken is as afwesig weens siekte, ontvang, uitgesonderd in sulke omstandighede as wat die Komitee kan vasstel, geen siektebetaling vir enige werk waartydens hy besoldigde werk verrig nie, ongeag die duur van sodanige werk.

(6) Die Komitee het die bevoegdheid om die behandeling van enige kroniese kwaal waaraan 'n lid of afhanklike ly, as nie langer 'n aanspraak op die Vereniging nie te verklaar.

- (iv) Medical dressings and such medicines and/or drugs as may be decided upon by the Committee, provided that the member shall pay 25 percent of the total cost of such medicines and drugs.
- (v) Optical services (as may be decided by the Medical Committee).
- (vi) At the entire discretion of the Committee to an *ex gratia* contribution towards Medical Expenses—
 - (a) whilst journeying in any Province of the Union, or
 - (b) whilst temporarily resident in an area other than the area where he is usually resident.
- (vii) Hospital and Nursing Home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable).
- (viii) Such other services as may from time to time be introduced by the Committee.
- (ix) Sick pay in the case of a member only in terms of clause 12 of this Part of the Agreement provided that members and their dependants, other than members referred to in sub-clause (c) hereof, shall not become entitled to any of the benefits provided for in this Part of the Agreement until such members have contributed not less than 13 weeks' contributions to the Society and/or are not more than 8 weeks in arrear with their subscriptions.

(b) All members who are resident within the Municipal Areas of Johannesburg and Pretoria and within the Municipal boundaries of such other Urban Areas as may be decided by the Committee, shall be required to utilise the services of doctors appointed by the Committee, and chemists with whom the Committee has contracted for the dispensing of prescriptions.

(c) Notwithstanding anything to the contrary contained in this Agreement, members who are members in good standing of the Transvaal Furniture Workers' Sick Benefit Fund (i.e. the Sick Benefit Fund of the trade unions) at the date of coming into operation of this Agreement, shall immediately become entitled to the benefits prescribed in Part B of this Agreement, provided the Furniture Workers' Sick Benefit Fund pays into the Society the equivalent of 13 weeks' contributions in respect of such members, immediately this Agreement come into operation.

12. SICK PAY.

(1) A member, the amount of whose subscription is prescribed by clauses 10 (i) (a), (b) and (c) and clause 10 (ii) (c) of this Part of the Agreement and who through sickness is compelled to absent himself from work for a period of not less than five consecutive days shall, subject to the provisions of sub-clause (4) of this clause and clause 11 of this Part of the Agreement, be entitled to sick pay in respect of such absence for a period not exceeding eight weeks during any twelve calendar months at the rate of £3. 10s. per week.

(2) A member, the amount of whose subscriptions is prescribed by clauses 10 (i) (d), 10 (ii) (b) and 10 (iii) (c) of this Part of the Agreement and who through sickness is compelled to absent himself from work for a period of not less than five consecutive days shall, subject to the provisions of clause 11 of this Part of the Agreement and sub-clause (4) of this clause, be entitled to sick pay in respect of such absence for a period not exceeding eight weeks during any twelve calendar months at the rate of £1. 15s. per week.

(3) A member, the amount of whose subscription is prescribed by clause 10 (ii) (a), 10 (iii) (a) and (b) and who through sickness is compelled to absent himself from work for a period of not less than five consecutive days, shall, subject to the provisions of clause 11 of this Part of the Agreement, and sub-clause (4) of this clause, be entitled to sick pay in respect of such absence for a period not exceeding eight weeks during any twelve calendar months at the rate of £1 per week.

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

(4) If a member is promoted to a wage group in respect of which higher subscriptions are prescribed than that which he previously paid, he shall not be entitled to the higher rate of sick pay for such wage group until he has paid the higher subscriptions of such wage group for a consecutive period of twelve weeks.

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

(6) The Committee shall have the power to declare the treatment of any chronic ailment from which a member or

13. BEPERKING VAN BYSTAND.

(a) Sonder benadeling van die bepalinge van klousules 11 en 12 van hierdie deel van die Ooreenkoms, is dienste wat vereis word deur lede en hulle afhanklikes in verband met enigeen van die volgende nie 'n aanspreeklikheid van die Vereniging nie:—

- (i) Enige siekte wat voortspruit uit die wanordelike gedrag, wangedrag of misbruik van sterk drank, verdowingsmiddels of dergelike.
- (ii) Voortduur van siekte in gevalle waar 'n lid of afhanklike weier om enige redlike opdrag of aanbeveling van sy mediese dokter na te kom.
- (iii) Enige ongeluk of opsetlike besering wat na die mening van die Komitee nie ten koste van die Vereniging gelê moet word nie, of enige onvermydelike of opsetlike besering waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en wel betaal of wat deur versekering gedek is, tot die omvang van sodanige vergoeding of dekking, na gelang van die geval.
- (iv) Beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, tot die omvang waartoe 'n werkgever vir behandeling voorsiening maak.
- (v) siekte terwyl op militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het.
- (vi) Operasies uit eie keuse.
- (vii) Die verskaffing van patente medisyne en sulke antibiotika as wat die Komitee kan vasstel.
- (viii) Spesiale behandelings wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word.
- (ix) Kraam- en/of verloskundige gevalle en/of komplikasies wat daaruit voortvloei.
- (x) Geestessiektes.

14. MEDIESE BEHANDELING.

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

15. BESTUUR.

Die administrasie en beheer van die Vereniging is, behoudens die magtiging van die Raad, in 'n Mediese Komitee bevestig.

Mediese Komitee.

(a) Die Komitee bestaan uit vier verteenwoordigers van die Raad (waarvan twee werknemerverteenwoordigers en twee werkgewerverteenwoordigers is), en die voorsitter en ondervoorsitter van die Raad wat *ipso facto* onderskeidelik die voorsitter en ondervoorsitter van die Komitee is.

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

(c) Verteenwoordigers en plaasvervangers van die Komitee beklee hulle amp vir 'n tydperk van 12 maande, waarna hulle herverkies kan word.

16. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE.

Die Komitee bepaal die beleid van die Vereniging en administreer die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalinge van hierdie deel van die Ooreenkoms, en in die uitvoer daarvan doen die Komitee alle sodanige stappe as wat hy noodsaaklik mag ag, of wat hy mag beskou as bevorderlik of wat hom sal help in die bereiking van sodanige doelstelling. Die Komitee kan in die besonder—

- (i) van tyd tot tyd soveel van die gelde van die Vereniging belê as wat nie onmiddellik nodig is om die verpligtinge van die Vereniging te bestry nie, soos voorgeskryf in klousule V (6) van deel A van hierdie Ooreenkoms, en
- (ii) enige van die bates van die Vereniging realiseer, verkoop of andersins daarmee handel.

17. VERGADERING VAN KOMITEE.

(1) Die Komitee vergader minstens een maal 'n maand op so 'n datum as wat hy bepaal. 'n Spesiale vergadering word belê op versoek van minstens drie verteenwoordigers en kan ook belê word na goeddunke van die voorsitter.

(2) Kennis van enige vergadering van die Komitee wat die sake wat behandel moet word, aantoon, moet skriftelik deur die sekretaris gegee word minstens twee dae voor die datum van sodanige vergadering, met dien verstande dat in die geval van 'n spesiale vergadering, die voorsitter korter kennisgewing kan magtig.

(3) Die kworums op vergaderings van die Komitee is twee werkgewerverteenwoordigers en twee werknemerverteenwoordigers.

(4) By enige vergadering waarop die voorsitter en ondervoorsitter afwesig is, kies die Komitee een uit hulle getal om vir die

13. LIMITATION OF BENEFITS.

(a) Without prejudice to the provisions of clauses 11 and 12 of this Part of the Agreement, services required by members and their dependants in connection with any of the following shall not be a liability of the Society:—

- (i) Any sickness arising out of disorderly behaviour, misconduct, or indulgence in intoxicating liquor, drugs or the like.
- (ii) Continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant.
- (iii) Any accidental or wilful injury which, in the opinion of the Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance, to the extent of such compensation or cover, as the case may be.
- (iv) Injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment.
- (v) Sickness whilst on Military Service or for which the Military Authorities have accepted responsibility.
- (vi) Operations of choice.
- (vii) The supply of patent medicines and such antibiotics as may be determined by the Committee.
- (viii) Special treatments recommended by persons other than a registered medical practitioner.
- (ix) Maternity and/or obstetrical cases and/or complications arising therefrom.
- (x) Mental ailments.

14. MEDICAL TREATMENT.

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

15. MANAGEMENT.

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

Medical Committee.

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

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

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

16. POWERS AND DUTIES OF THE COMMITTEE.

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

- (i) from time to time invest so much of the monies of the Society as are not immediately required to meet the obligations of the Society, as prescribed in clause V (6) of Part A of this Agreement, and
- (ii) realise, sell or otherwise dispose of or deal with any of the assets of the Society.

17. MEETING OF COMMITTEE.

(1) The Committee shall meet at least once a month upon such date as it may determine. A special meeting shall be called upon requisition of not less than three representatives and may also be called at the discretion of the chairman.

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

(3) The quorums for meetings of the Committee shall be two employers' representatives and two employee representatives.

(4) At any meeting at which the chairman and vice-chairman are absent, the Committee shall elect one of their number to the

18. BESOLDIGING VAN MEDIESE KOMITEE.

Die Komitee kan, onderworpe daaraan dat die Raad die bedrag goedkeur, die bedrag bepaal wat aan verteenwoordigers vir die bywoning van vergaderings betaal moet word, en verteenwoordigers is geregtig op die terugbetaling van werklike loon in die geval van tyd wat verloor is deur die verrigting van sake namens die Vereniging of deur die besoek van siek lede of hulle afhanklikes op versoek van die Komitee en kan, daarbenewens, geregtig wees op redelike eie onkoste.

19. AFSTAND DOEN VAN AMP DEUR KOMITEELEDE.

'n Verteenwoordiger of plaasvervanger van die Komitee doen afstand van sy amp as hy—

- (a) sterf;
- (b) as hy as kranksinnig gesertifiseer word;
- (c) uit die Komitee bedank.

Wanneer 'n verteenwoordiger of sy plaasvervanger van sy amp afstand doen om een van bogenoemde redes, stel die Komitee onverwyld 'n ander verteenwoordiger of plaasvervanger aan, na gelang van die geval, om die vakature aan te vul.

20. SEKRETARIS.

Die Sekretaris van die Vereniging word deur die Raad aangestel of in 'n ere- of besoldigde hoedanigheid.

21. FINANSIËLE BEHEER.

(a) 'n Bankrekening moet geopen word by die Raad se bankiers op die naam van die Vereniging. Die Komitee het die bevoegdheid om sulke ander bankrekenings as wat hy mag nodig ag van tyd tot tyd te open en daarmee te werk en moet die persone aanwys wat gemagtig is om met enigeen van die Vereniging se bankrekenings te werk.

(b) Alle gelde wat aan die Vereniging betaal word, moet sonder versuim in een van die Vereniging se bankrekenings inbetaal word.

(c) Alle koste wat aangegaan word in verband met die administrasie van die Vereniging word die Vereniging ten laste gelê.

(d) Die boekjaar van die Vereniging eindig op 28 Februarie van elke jaar.

(e) Die Raad stel die ouditeurs van die Vereniging aan.

(f) So spoedig doenlik na 28 Februarie van elke jaar moet die Vereniging 'n staat opstel van alle inkomste en uitgawe van die Vereniging en 'n balansstaat wat die bates en laste aantoon ten opsigte van die tydperk van twaalf maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die voorsitter van die Vereniging medeonderteken moet word, en tesame met enige verslag deur die ouditeur daarvoor aan die Raad gestuur word.

(g) Die geouditeerde staat en balansstaat moet daarna ter insae lê by die kantoor van die Raad en afskrifte daarvan moet binne drie maande van die sluiting van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

22. VRYWARING.

Die lede van die Komitees en amptenare en werknemers van die Vereniging is en word hierby deur die Vereniging gevrywaar teen alle verliese of onkoste deur hulle aangegaan in of tydens die *bona fide* uitvoering van hulle pligte.

23. REGULASIES.

Die Komitee het die bevoegdheid om regulasies op te stel, te wysig en te verwerp wat teenstrydig is met die bepalings van hierdie deel van die Ooreenkoms of enige ander Wet, vir die doeltreffende uitvoering van die Vereniging se doelstellings, en vir die bepaling van die omvang van die bystand wat deur die Vereniging toegestaan moet word en die terme en voorwaardes daarop van toepassing.

'n Kopie van die Regulasies kan aan enige lid van die Vereniging uitgereik word en dit, sowel as kopieë van enige wysigings daarvan, moet aan die Sekretaris van Arbeid verskaf word.

24. ONTBINDING VAN DIE VERENIGING.

(a) Wanneer die bepalings van Klousule XIV van Deel A van hierdie Ooreenkoms in werking tree, kom enige bedrag wat oorbly na 'n realisering van al die bates van die Vereniging en na betaling van al sy krediteure, laste en skulde die fondse van die Voorsorgsfonds toe, ingestel ooreenkomstig Deel A van hierdie Ooreenkoms as 'n item waaraan die Voorsorgsfonds geregtig geword

18. REMUNERATION OF MEDICAL COMMITTEE.

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

19. VACATION OF SEATS BY COMMITTEE MEMBERS.

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

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

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

20. SECRETARY.

The Secretary of the Society shall be appointed by the Council either in a honorary or paid capacity.

21. FINANCIAL CONTROL.

(a) A banking account shall be opened with the Council's bankers in the name of the Society. The Committee shall have the power to open and operate such other banking accounts 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.

(b) All monies paid to the Society shall be paid into one of the Society's banking accounts without abatement.

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

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

(e) The Council shall appoint the auditors of the Society.

(f) As soon as possible after the 28th February of each year the Society shall prepare a statement of all revenue and expenditure of the Society and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 28th 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.

(g) 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 Secretary for Labour, Pretoria.

22. INDEMNITY.

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

23. REGULATIONS.

The Committee shall have power to make, vary and repeal Regulations not inconsistent with the provisions of this Part of the 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.

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

24. DISSOLUTION OF THE SOCIETY.

(a) In the event of the provisions of clause XIV of Part A of this Agreement, coming into operation, any amount left after realisation of all the assets of the Society and after payment of all its creditors, liabilities and debts, shall revert to the funds of the Provident Fund, established in terms of Part A of this Agree-

Bedrag betaalbaar aan die Sekretaris, Voorsorgsfonds vir die Meubelnywerheid, Transvaal.

APPENDIX A.

[Statement submitted in terms of Clause VII (2) of Part A of this Agreement.]

Name and address of employer..... Week ended.....

Index Number Allotted by Council.	Surname of Employee.	Christian Names of Employee.	Occupation.	Hourly Rate.	Number of Hours Worked during Week.	Total Remuneration Paid.	Number of Weeks.	Total Contributions.	General Information. Previous Employer, etc.
TOTAL.....									

Amount payable to the Secretary, Provident Fund, for the Furniture Manufacturing Industry, Transvaal.

AANHANGSEL B.

Lys van totale aftekkings van en bydraes tot die Voorsorgsfonds vir die Meubelnywerheid, Transvaal, en die Siekebystandsvereniging van die Transvaalse Meubelwerkers.

Werknemers (met inbegrip van meerderjarige vakleerling, maar uitgesonderd alle ander leerlinge en vakleerlinge) wat lone verdien soos hieronder aangedui.	Totale aftrekkings van lone per week.	Bydraes deur werkgewer per week.	Totale betaling per week.
	s. d.	s. d.	s. d.
Van £12. 16s. 3d. per week en hoër.....	8 6	7 0	15 6
Van £9. 3s. tot £12. 16s. 2d. per week.....	6 6	5 0	11 6
Van £8. 9s. 3d. tot £9. 2s. 11d. per week.....	6 2	4 8	10 10
Van £8. 4s. 8d. tot £8. 9s. 2d. per week.....	6 0	4 6	10 6
Van £7. 17s. 10d. tot £8. 4s. 7d. per week.....	5 10	4 4	10 2
Van £7. 6s. 5d. tot £7. 17s. 9d. per week.....	5 6	4 0	9 6
Van £6. 8s. 1d. tot £7. 6s. 4d. per week.....	5 0	3 6	8 6
Van £5. 6s. 10d. tot £6. 8s. per week.....	3 9	3 0	6 9
Van £4. 9s. tot £5. 6s. 9d. per week.....	3 3	2 6	5 9
Van £3. 11s. 2d. tot £4. 8s. 11d. per week.....	2 9	2 0	4 9
Meerderjarige vakleerlinge—			
Gedurende die eerste jaar van vakleerlingskap.....	3 9	3 0	6 9
Gedurende die tweede jaar van vakleerlingskap.....	4 9	4 0	8 9
Gedurende die derde jaar van vakleerlingskap.....	6 6	5 0	11 6
Gedurende die vierde jaar van vakleerlingskap.....	7 6	6 0	13 6
Vakleerlinge (minderjariges)—			
Gedurende die eerste twee jaar van vakleerlingskap.....	0 9	—	0 9
Gedurende die derde jaar van vakleerlingskap.....	1 6	—	1 6
Gedurende die vierde jaar van vakleerlingskap.....	2 3	—	2 3

APPENDIX B.

Schedule of Total Deductions and Contributions to the Provident Fund for the Furniture Manufacturing Industry, Transvaal, and the Transvaal Furniture Workers' Sick Benefit Society.

Employees (including major apprentices, but excluding all other learners and apprentices) earning wages as specified below.	Total Deductions from Wages per Week.	Contributions by Employer per Week.	Total Remittance per Week.
	s. d.	s. d.	s. d.
From £12. 16s. 3d. per week upwards.....	8 6	7 0	15 6
From £9. 3s. to £12. 16s. 2d. per week.....	6 6	5 0	11 6
From £8. 9s. 3d. to £9. 2s. 11d. per week.....	6 2	4 8	10 10
From £8. 4s. 8d. to £8. 9s. 2d. per week.....	6 0	4 6	10 6
From £7. 17s. 10d. to £8. 4s. 7d. per week.....	5 10	4 4	10 2
From £7. 6s. 5d. to £7. 17s. 9d. per week.....	5 6	4 0	9 6
From £6. 8s. 1d. to £7. 6s. 4d. per week.....	5 0	3 6	8 6
From £5. 6s. 10d. to £6. 8s. per week.....	3 9	3 0	6 9
From £4. 9s. to £5. 6s. 9d. per week.....	3 3	2 6	5 9
From £3. 11s. 2d. to £4. 8s. 11d. per week.....	2 9	2 0	4 9
Major apprentices—			
During the first year of apprenticeship.....	3 9	3 0	6 9
During the second year of apprenticeship.....	4 9	4 0	8 9
During the third year of apprenticeship.....	6 6	5 0	11 6
During the fourth year of apprenticeship.....	7 6	6 0	13 6
Apprentices (minors)—			
During the first two years of apprenticeship.....	0 9	—	0 9
During the third year of apprenticeship.....	1 6	—	1 6
During the fourth year of apprenticeship.....	2 3	—	2 3