



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. IX.]

PRYS 5c.

PRETORIA, 20 SEPTEMBER 1963.
20 SEPTEMBER

PRICE 5c.

[No. 608.

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1454.] [20 September 1963.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, OOSTELIKE
KAAPPROVINSIE.

FONDSOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *ag-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings in klousules III tot en met X, XII tot en met XVI van Deel A en klousules 1 tot en met 24 van Deel B van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Kirkwood, Maraisburg, Middelburg (Kaap), Murraysburg, Noupoot, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Woodhouse en Xalanga (Cala); en

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1454.] [20 September 1963.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE.

FUND AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, 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 first Monday after the date of publication of this notice and for the period ending five years from the said Monday upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses III to X (inclusive), XII to XVI (inclusive) of Part A and clauses 1 to 24 (inclusive) of Part B of the said Agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending five years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Kirkwood, Maraisburg, Middelburg (Cape), Murraysburg, Noupoot, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala); and

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules III tot en met VIII, X, en XII tot en met XVI van Deel A van genoemde Ooreenkoms, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Kirkwood, Maraisburg, Middelburg (Kaap), Murraysburg, Noupoot, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala), *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE.

VOORSORGSFONDS- SIEKTEBYSTANDSVERENIGING- EN STERFTEBYSTANDSOOREENKOMS.

NYWERHEIDSRaad VIR DIE MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE.

OOREENKOMS

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

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa;

National Association of Furniture and Allied Workers of South Africa

(hieronder die "werknemers" of die "vakverenigings" genoem), wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie.

I. TOEPASSINGSBESTEK.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur lede van die werkgewersorganisasies en die vakverenigings wat by die Meubelnywerheid betrokke is binne die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middelburg (Kaap), Murraysburg, Pearston, Richmond (Kaap), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, Oos-Londen, Queenstown, Aliwal-Noord, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Kirkwood, Maraisburg, Middelburg (Cape), Murraysburg, Noupoot, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala) and from the first Monday after the date of publication of this notice and for the period ending five years from the said Monday the provisions contained in clauses III to VIII (inclusive), X, and XII to XVI (inclusive) of Part A of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE.

PROVIDENT FUND.—SICK BENEFIT SOCIETY—MORTALITY BENEFIT AGREEMENT.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY EASTERN CAPE PROVINCE.

AGREEMENT

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

East London, Border and Districts Furniture Manufacturers' Association;

Midland Furniture Manufacturers' Association;

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

National Union of Furniture and Allied Workers of South Africa;

National Association of Furniture and Allied Workers of South Africa

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

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

I. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed by members of the employers' organisations and trade unions engaged in the Furniture Industry within the magisterial districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Jansenville, Maraisburg, Middleburg (Cape), Murraysburg, Pearston, Richmond (Cape), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad, Willowmore, East London, Queenstown, Aliwal North, Albert, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Kirkwood, Komgha, Lady Grey, Libode, Maclear, Ngeleni, Nqamakwe, Port St. John's, Peddie, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

II. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

DEEL A.

VOORSORGSFONDS.

III. WOORDOMSKRYWING.

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

“ouditeur” ’n openbare rekenmeester soos in die Wet omskryf;
 “Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;
 “vakleerling” ’n werknemer wat gebind is deur ’n skriftelike vakleerlingkontrak wat ingevolge die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is;
 “Komitee” of “Bestuurskomitee” die Bestuurskomitee wat deur die Raad aangestel is om die Fonds te administreer;
 “Raad” die Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie;
 “afhanklike”, in verband met ’n lid—

- (a) sy vrou;
- (b) sy weduwee;
- (c) sy minderjarige kind of minderjarige stiefkind;
- (d) ’n ander persoon wat geheel en al of hoofsaaklik van sodanige lid afhanklik is, en wat die Komitee daarvan oortuig dat hy aldus afhanklik is; met dien verstande dat die Komitee se beslissing, ooreenkomstig hierdie paragraaf, oor wie die afhanklikes van ’n afgestorwe lid is, finaal is;

“Fonds” die Voorsorgsfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, wat by en kragtens hierdie Ooreenkoms gestig word;

“Fondsweek” die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag tussen die daaropvolgende Donderdag en Vrydag;

“Meubelnywerheid” of “Nywerheid”, 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 in hul geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat dit onder andere ook die volgende werksaamhede:—

Herstel, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of kussings en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtspieëlwerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir koffiekamers, kantore, kerke, skole, kroë of teaters, en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van of prosesse in die vervaardiging van beddegoed, wat so omskryf en uitgeleg moet word dat dit alle soorte matrasse, veermatrasse, beleglase, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtspieëlwerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of ’n werksaamheid wat in verband staan met die finale bereiding van ’n meubelstuk vir verkoop, of in sy geheel of in dele uitgevoer word; en die fineerwerk, aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes of materiaal wat gesien word die vervaardiging van meubels gebruik word, maar uitsonderd die vervaardiging van meubels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

“Hofooreenkoms” die ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 1500 van 14 September 1962;

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

“uit diens tree” ’n ooreenstemmende betekenis;

“Sekretaris” die Sekretaris van die Fonds;

“trustees” die trustees wat ingevolge klousule XIII van hierdie Deel van die Ooreenkoms aangestel is.

IV. DIE VOORSORGSFONDS VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE.

(1) Hierby word ’n voorsorgsfonds, bekend as die Voorsorgsfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, ingestel met die doel om voordele aan lede te verskaf soos in hierdie Ooreenkoms bepaal.

II. PERIOD OF OPERATION OF AGREEMENT.

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

PART A.

PROVIDENT FUND.

III. DEFINITIONS.

All expressions used in this Agreement, which are defined in the Industrial Conciliation Act, 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” means 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;
 “Council” means the Industrial Council for the Furniture Manufacturing Industry, Eastern Cape Province;
 “Dependant” means in relation to a member—

- (a) his wife;
- (b) his widow;
- (c) his minor child or minor stepchild;
- (d) any other person wholly or mainly dependent upon such member and who satisfies the Committee that he is so dependent, provided that the Committee’s decision, as to who the dependants of a deceased member are, in terms of this paragraph, shall be final;

“Fund” means the Provident Fund for the Furniture Manufacturing Industry, Eastern Cape Province, 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 in part of all types of furniture, irrespective of the materials used, and shall include, inter alia, the following operations:—

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

“Main Agreement” means the Agreement published in the Schedule to Government Notice No. 1500, dated 14th September, 1962.

“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, EASTERN CAPE PROVINCE.

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

(2) Die Fonds bestaan uit—

- (a) die Trustfonds wat ingevolge klousule 38 van die Hoofoor-eenkoms ingestel is;
- (b) die totale weeklikse bydraes van beide die werkgewer en die werknemer wat in die Fonds gestort is, min bedrae wat ingevolge klousule IX van hierdie deel van die Ooreenkoms vir 'n ander doel aangewend moet word;
- (c) die rente verkry uit die belegging van gelde van die Fonds;
- (d) alle gelde waarmee individuele lede ooreenkomstig die bepalings van klousule X van hierdie deel van die Ooreenkoms gekrediteer is;
- (e) alle gelde waarop die Fonds geregtig mag word kragtens die bepalings van hierdie Ooreenkoms of om 'n 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 bestuurs-komitee wat bestaan uit die Voorsitter en Ondervoorsitter van die Raad en benewens hulle twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers, wat almal lede van die Raad moet wees en wat deur die Raad aangestel moet word. Die Raad moet vir elke verteenwoordiger 'n sekondus aanstel. Die Voorsitter en die Ondervoorsitter van die Raad is onderskeidelik die Voorsitter en die Ondervoorsitter van die Komitee.

(b) 'n Meerderheid van die lede van die Komitee maak 'n kworum op elke vergadering van die Komitee uit. As 'n verteenwoordiger van enige vergadering afwesig is en daar nie 'n sekondus vir hom is nie, moet die stemkrag van die werkgewers of die werknemers, na gelang van die geval, verminder word soos nodig mag wees ten einde gelyke stemkrag vir albei partye te verseker. Alle sake wat voor die Komitee dien, word beslis deur 'n meerderheidstem.

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

(d) Indien die Bestuurskomitee om die een of ander rede nie daartoe in staat is om sy pligte uit te voer nie, moet die Raad sodanige pligte uitvoer en die bevoegdhede van die Komitee uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubel-nywerheid, Oostelike Kaapprovinsie, bestaan nie, moet die trustees aangestel word soos in klousule XIII van hierdie deel van die Ooreenkoms bepaal.

2. Die Raad het die bevoegdheid om 'n openbare rekenmeester, 'n sekretaris en personeel aan te stel op voorwaardes wat hy dienstig ag en om sodanige aanstelling te verander en om persele, kantoormeubels en uitrusting vir die administrasie van die Fonds te reël en te verskaf.

3. Die uitgawes wat vir die administrasie van die Fonds aangegaan word, moet teen die Fonds in rekening gebring word.

4. Die Komitee moet so gou moontlik na 31 Desember elke jaar 'n inkomste- en uitgawerekening van die Fonds vir die 12 maande geëindig 31 Desember en ook 'n staat wat die Fonds se bates en laste aantoon, opstel. Sodanige rekening en staat moet deur die openbare rekenmeester gesertifiseer en deur die Voorsitter van die Komitee medeonderteken word. Die gesertifiseerde rekenings en staat en enige verslag wat die openbare rekenmeester daarvoor uitgebring het, moet daarna in die kantoor van die Raad ter insae lê, en kopieë daarvan moet binne drie maande na verstrekking van die tydperk wat daardeur gedek word, aan die Registrateur, die werkgewersorganisasies en die vakverenigings gestuur word.

5. Die Bestuurskomitee moet alle inkomste van die Fonds insamel en ontvang en moet alle gelde aldus ontvang, in 'n bankrekening stort wat op naam van die Fonds geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle gelde wat in die Fonds ontvang word, en alle opvragings uit die Fonds geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Raad gemagtig is, en medeonderteken deur die Sekretaris.

6. Alle gelde wat nie vir lopende betalings en uitgawes nodig is nie, moet belê word in—

- (a) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke; en/of
- (b) Opspaarbankrekenings; en/of
- (c) effekte van die Regering van die Republiek van Suid-Afrika, plaaslike besture en/of die Elektrisiteitsvoorsieningskommissie; en/of
- (d) Nasionale Spaarsertifikate.

VI. LIDMAATSKAP.

(1) Behoudens die bepalings van paragraaf (c), bestaan die lede van die Fonds uit—

- (a) alle werknemers in die Nywerheid vir wie lone in die Hoofoor-eenkoms voorgeskryf word, uitgesonderd klerke;
- (b) behoudens die goedkeuring van die Komitee, dié ander persone wat in die Nywerheid werksaam is en wat verkies om lede te word en ten opsigte van wie hul werkgewers ingestem het om die bydraes te betaal wat in klousule VII van hierdie deel van die Ooreenkoms voorgeskryf word.

(2) The Fund shall consist of—

- (a) The trust fund established in terms of clause 38 of the Main Agreement;
- (b) The total weekly contributions of both employer and member paid into the Fund less any amounts to be diverted in terms of clause IX of this part of the Agreement;
- (c) interest derived from the investment of any moneys of the Fund;
- (d) any moneys credited to individual members in terms of clause X of this part of the Agreement;
- (e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

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, Eastern Cape Province, 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 a public accountant, a Secretary and staff on such terms and conditions as it may think fit and to vary such appointments, to arrange and to provide for premises, office furniture and equipment for the administration of the Fund.

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

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

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

6. Any moneys 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, and/or
- (c) Stock of the Government of the Republic of South Africa, Local Government Stock and/or the Electricity Supply Commission, and/or
- (d) National Savings Certificates.

VI. MEMBERSHIP.

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

- (a) All employees in the Industry for whom wages are prescribed in the Main Agreement, excluding clerical employees.
- (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) Lidmaatskap van die Fonds is egter nie ten opsigte van enige werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer aan of lid is van of daarna 'n deelnemer of lid word van 'n ander fonds wat op genoemde datum voorsiening gemaak het vir pensioen- of voorsorgsvoordele, wat op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum deelgeneem het, of ten opsigte van die werkgewer van daardie werknemer, slegs gedurende die tydperk wat sodanige ander fonds in werking bly en beide die werkgewer en die werknemer daaraan deelneem verpligtend nie indien die Bestuurskomitee van mening is dat die voordele van sodanige ander fonds oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word; met dien verstande egter dat, by die toepassing van klousule 4 (a) van Deel B van hierdie Ooreenkoms, sodanige werknemer geag word lid van die Raad se Fonds te wees.

(2) Lidmaatskap vervalt as—

- (a) 'n lid die Nywerheid verlaat het;
- (b) 'n lid vir 'n tydperk van drie agtereenvolgende maande of langer opgehou het om tot die Fonds by te dra; met dien verstande dat, as 'n lid binne twee jaar vanaf die datum waarop hy laas bygedra het, tot tevredenheid van die Komitee kan bewys dat hy weens siekte, 'n besering of werkloosheid nie in die Nywerheid werksaam was nie, sodanige persoon daarop geregtig is om as lid herstel en weer in besit van sy voordele gestel te word; of
- (c) 'n lid, by aansoek om opvraging, sy rekening laat krediteer het met alle bonusse en rente daarop en die voordeel waarop hy kragtens hierdie Deel van die Ooreenkoms geregtig is, aan hom betaal is.

VII. BYDRAES.

(1) Mits geen bedrag van die loon van 'n lid wat minder as sesien uur gewerk het gedurende die week waarin die aftrekkings verskuldig geword het, afgetrek word 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, die bedrag wat in kolom B van Aanhangel A van hierdie Ooreenkoms gemeld word, van die loon van elke lid in sy diens aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg soos gemeld in kolom C van Aanhangel A van hierdie Ooreenkoms.

(2) Mits geen bedrag van die loon van 'n werknemer wat minder as ses uur gewerk het gedurende die week waarin die aftrekkings verskuldig geword het, afgetrek mag word nie, moet elke werkgewer elke week ten opsigte van 'n werknemer wat ingevolge paragraaf (c) van subklousule (1) van klousule VI van die lidmaatskap van die Fonds uitgesluit is, die bedrag gemeld in kolom D van Aanhangel A, van die loon van sodanige werknemer aftrek, en by die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg soos in kolom E van Aanhangel A gemeld.

(3) Die werkgewer moet die totale bydraes soos in subklousule (1) en (2) van hierdie klousule bedoel, tesame met 'n staat in die vorm van Aanhangel B van hierdie Ooreenkoms aan die Sekretaris stuur sodat dit hom bereik voor of op die twaalfde dag van die maand wat volg op die maand waarin die lid se bydraes afgetrek moes word.

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

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

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

- (a) enige bedrag wat as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie, van die Fonds geëis word; en
- (b) toekomstige voordele wat deur die Fonds aan genoemde lid verskuldig mag word.

VIII. VOORDELE.

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

- (a) minstens drie maande verloop het vanaf die datum waarop hy die Nywerheid vir goed verlaat het en nadat hy bewys daarvan gelewer het dat hy buite die Nywerheid werksaam is; of
- (b) hy uit die diens van die Nywerheid getree het weens—
 - (i) hoë ouderdom; of
 - (ii) ongeskiktheid, swak gesondheid of swaakheid as gevolg waarvan hy permanent ongeskik is; met dien verstande dat die lid bewys van sodanige ongeskiktheid tot tevredenheid van die Komitee moet lewer.

(c) Membership of the Fund shall, however, not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other Fund continues to operate and both employer and employee participate therein, if in the opinion of the Management Committee the benefits of such other Fund are, on the whole, not less favourable than the benefits provided by the Council's Fund; provided, however, that such employee shall be considered a member of the Council's Fund for the purpose of clause 4.(a) of part B of this Agreement.

(2) Membership shall cease if—

- (a) a member has left the Industry;
- (b) a member has ceased to contribute to the Fund for a period of three consecutive months, or longer; provided that if a member can prove to the satisfaction of the Committee, within two years from the date he last contributed, that he was not engaged in the Industry on account of illness, injury or unemployment, such person shall be entitled to be reinstated as a member and to have his benefits restored; or
- (c) a member 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 sixteen 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 B of Appendix A to this Agreement. To the amount so deducted, the employer shall add a contribution as specified in column C of Appendix A of this Agreement.

(2) Provided that no deduction shall be made from the wages of an employee who has worked less than sixteen hours in the week in which the deductions fall due, each employer shall, each week, in respect of an employee who is excluded from membership of the Fund in terms of paragraph (c) of sub-clause (1) of clause VI, deduct from the wage of such an employee the amount specified in column D of Appendix A and to the amount so deducted the employer shall add a contribution as specified in column E of Appendix A.

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

(4) 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.

(5) 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.

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

- (a) against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- (b) against any future benefits that may become due by the Fund to the said member.

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) Behoudens die bepalinge van klousule IX van hierdie Deel van die Ooreenkoms, is 'n lid soos in subklousule 1 (a) hiervan bedoel op die volgende voordele geregtig:—

- (i) As hy vir 'n tydperk van hoogstens vyf jaar lid was, die totale bedrag wat hy bygedra het, plus die rente en bonusse waarmee sy eie bydraes kragtens klousule X van Deel A gekrediteer is, plus 50 persent van die totale bedrag, plus rente, wat die werkgewer ten opsigte van daardie lid bygedra het.
- (ii) As hy vir 'n tydperk van langer as vyf jaar maar hoogstens tien jaar lid was, die totale bedrag wat hy bygedra het, plus die rente en bonusse waarmee sy eie bydraes kragtens klousule X van Deel A gekrediteer is, plus 60 persent van die totale bedrag, plus rente, wat die werkgewer ten opsigte van daardie lid bygedra het.
- (iii) As hy vir 'n tydperk van meer as tien jaar maar hoogstens twintig jaar lid was, die totale bedrag wat hy bygedra het, plus die rente en bonusse waarmee sy eie bydraes kragtens klousule X van Deel A gekrediteer is, plus 75 persent van die totale bedrag, plus rente wat die werkgewer ten opsigte van daardie lid bygedra het.
- (iv) As hy vir 'n tydperk van meer as twintig jaar lid was, die totale bedrag wat hy bygedra het, plus die rente en bonusse waarmee sy eie bydraes gekrediteer is, plus die totale bedrag en die rente daarop, wat die werkgewer ten opsigte van daardie lid bygedra het.

(b) 'n Lid soos bedoel in subklousule 1 (b) hiervan, moet, behoudens die bepalinge van klousule IX van hierdie Deel van die Ooreenkoms, die voordele betaal word wat in subklousule (2) (a) (iv) hiervan voorgeskryf word; met dien verstande dat die Komitee die reg het om op koste van die Fonds 'n geneeskundige verslag ten opsigte van sodanige lid te eis.

(3) (a) Daar moet op die vorm wat die Komitee voorgeskryf het aansoek om voordele gedoen word.

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

(c) Wanneer alle voordele wat kragtens hierdie Deel van die Ooreenkoms aan 'n lid toekom, aan hom betaal is, word die saldo van die werkgewer se bydraes en die rente daarop, as daar is, aan die Fonds verbeur as 'n bedrag waarop die Fonds geregtig geword het kragtens die bepalinge van klousule VI (2) (d) van hierdie Deel van die Ooreenkoms.

(4) (a) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys gelewer is van die oorlyde van 'n lid, moet die Fonds 'n bedrag gelyk aan die totale bedrag van sy eie bydraes en die werkgewer se bydraes ten opsigte van sodanige lid, plus die rente en bonusse waarmee dit ingevolge klousule X van hierdie Deel van die Ooreenkoms gekrediteer is, aan die afhanklikes betaal, en die boedel van die afgestorwe lid het geen eis teen die Fonds nie.

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

(c) By die lewering van 'n dergelike bewys van die oorlyde van 'n lid wat reeds uit diens getree maar voordele uit die Fonds ontvang het, moet die Fonds aan sy afhanklikes of aan die wettige voog van minderjariges, soos in subklousule (4) (a) en (4) (b) van hierdie klousule bepaal, die verskil, as daar is, betaal tussen die totale bedrag, bereken ooreenkomstig die bepalinge van subklousule (4) (a) van die klousule, en die totale bedrae wat reeds aan die afgetrede lid betaal is.

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

(5) Indien 'n lid 'n voordeel ontvang het waarop hy nie kragtens die bepalinge van hierdie deel van die Ooreenkoms geregtig is nie, en indien die saak nie volgens die voorskrifte van klousule VII (5) van hierdie deel van die Ooreenkoms behandel is nie, kan daar van hom vereis word om die bedrag van die voordeel wat hy aldus ontvang het, aan die Fonds terug te betaal; met dien verstande dat, indien die Bestuurskomitee dit in 'n bepaalde geval onbillik ag om die terugbetaling van die hele bedrag van sodanige voordeel te eis, mag hy na sy goedgevinde vereis dat 'n kleiner bedrag terugbetaal word of dat sodanige lid van die terugbetaling van die hele bedrag vrygestel word.

(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 employer's 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 employer's 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 employer's 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 on the form prescribed by the Committee.

(b) When a contributor returns to the Industry before payment of benefits has been made on an application of withdrawal, the application 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 employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 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 not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the 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 them, such benefits 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, provided, however, that the Management Committee shall consider any claim that may be made after the expiration of the said period and may in its discretion make an *ex gratia* payment from the Fund.

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

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

(8) As 'n voordeel wat verskuldig en betaalbaar is, uitgesonderd voordele wat ingevolge subklousule (4) van hierdie klousule aan afhanklikes verskuldig en betaalbaar is, nie binne twee jaar vanaf die datum waarop dit verskuldig geword het, opgeëis word nie, moet die Bestuurskomitee na verstryking van die tydperk van twee jaar 'n advertensie in albei amptelike tale plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaai wat in die Republiek van Suid-Afrika gelees word en waarvan een 'n nuusblad moet wees wat gelees word in die gebied waarin die lid aan wie die voordeel verskuldig is, gewoonlik woonagtig was toe sodanige voordeel verskuldig geword het, en sodanige advertensie moet die naam en laaste werkplek van die lid en die feit dat sekere voordele verskuldig is, meld en sodanige persoon of sy afhanklikes versoek om eise vir sodanige voordele in te dien binne 'n tydperk van drie maande vanaf die datum waarop die advertensie vir die laaste keer verskyn het en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingestel word. Die Bestuurskomitee moet, na die laaste datum waarop sodanige eise ingedien mag word, sodanige eise oorweeg en aan die lid of, indien geen eis van 'n lid ontvang word nie, aan sy afhanklikes wat eise op die voorgeskrewe manier ingedien het, dié gelde betaal wat hoogstens gelyk is aan die volle voordeel wat aan die lid verskuldig is, min die advertensiekoste as die Bestuurskomitee dit dienstig ag; met dien verstande dat sodanige betaling aan die afhanklikes moet geskied in die volgorde van voorkeur soos vervat in die omskrywing van "afhanklike" in hierdie deel van die Ooreenkoms.

As geen eis binne die voorgeskrewe tydperk van 'n lid of van sy afhanklikes ontvang is nie, word die voordeel aan die Fonds verbeur as 'n bedrag waarop die Fonds kragtens die bepalings van klousule IV (2) (d) van hierdie deel van die Ooreenkoms geregtig geword het; met dien verstande egter dat die Bestuurskomitee alle eise wat na verstryking van genoemde tydperk ingedien mag word, moet oorweeg en na sy goedvinde 'n *ex gratia* betaling uit die Fonds mag doen.

IX. SIEKTEBYSTANDS- EN STERFTEBYSTANDSVERENIGING.

Van die weeklikse bydraes wat ingevolge klousule VII van hierdie deel van die Ooreenkoms van die lid en sy werkgewer ontvang word, moet die Fonds dié bydraes wat in kolom D en E van Aanhangel A van hierdie Ooreenkoms voorgeskryf word, oormak aan die Siektebystandvereniging wat ingevolge deel B van hierdie Ooreenkoms gestig is.

X. RENTE IN BONUSSE.

(1) Op 31 Desember elke jaar moet die surplus, indien daar is, verkry word deur die totaal van—

- (i) die uitgawes verbonde aan die administrasie van die Fonds tot en met 31 Desember van daardie jaar;
 - (ii) die rente waarmee lede gekrediteer is wat gedurende daardie jaar voordele ontvang het; en
 - (iii) dié gelde soos in subklousule (4) hiervan bedoel;
- af te trek van die totaal van die volgende bedrae wat gedurende die vorige jaar opgeleë het:—
- (a) Rente op beleggings;
 - (b) voordele deur lede aan die Fonds verbeur toe hulle die Nywerheid verlaat het voordat hulle vir volle voordele gekwalifiseer het;
 - (c) alle gelde soos in klousule IV (2) (d) van hierdie deel van die Ooreenkoms bedoel; en
 - (d) enige saldo wat na die toewysing van rente en bonusse oorgedra is.

(2) Ingeval daar 'n surplus verkry word op die manier soos voorgeskryf in subklousule (1) hiervan, is elke lid geregtig op rente op die bedrag wat in sy krediet staan, en die bedrag waarmee sy werkgewer in die Fonds gekrediteer is, moet met dieselfde bedrag aan rente gekrediteer word. Die koers van sodanige rente moet deur die Bestuurskomitee bepaal word.

(3) (a) Indien daar, na die mening van die Bestuurskomitee, 'n saldo oorby wat groot genoeg is nadat die totale bedrag aan rente ingevolge die bepalings van subklousule (2) afgetrek is van die surplus soos in genoemde subklousule bedoel, moet die bedrag waarmee die lid gekrediteer is, vergroot word by wyse van 'n bonus wat soos volg bereken moet word:—

Genoemde saldo moet bereken word as 'n persentasie van die totale bedrae waarmee lede se eie bydraerekeninge in die Fonds op 31 Desember gekrediteer is. Die persentasie aldus vasgestel, moet dan vermenigvuldig word met die totale bedrag waarmee die lid se eie bydraerekening gekrediteer is, en die syfers aldus verkry, is sy bonus.

(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 Republic 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 benefit 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 moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit, provided that such payment shall be made to dependants in the order of preference contained in the definition of "dependant" 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 to which the Fund has become entitled in terms of clause IV (2) (d) of this part of the Agreement, provided, however, that the Management Committee shall consider any claim that may be made after the expiration of the said period and may in its discretion make an *ex-gratia* payment from the Fund.

IX. SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION.

From the weekly contributions received from the member and his employer, respectively, in terms of clause VII of this Part of the Agreement, the Fund shall divert to the Sick Benefit Society established in terms of Part B of this Agreement such subscriptions as are prescribed in columns D and E of Appendix A to this Agreement.

X. INTEREST AND BONUSES.

(1) As at the 31st December 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 31st December 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 in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Management Committee.

(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 31st December. 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) Die Bestuurskomitee het die reg om, vir berekeningsdoelendes, die persentasie soos in paragraaf (a) hiervan bedoel, tot die naaste gerieflike persentasie en/of breuk daarvan te herlei en om enige saldo wat nog bestaan nadat die bonusse toegewys is, na die daaropvolgende jaar oor te dra.

(c) By die toepassing van hierdie klousule, moet elke lid van die Fonds rente en bonusse ingevolge die bepalings van subklousule (2) en (3) van hierdie klousule ontvang afgesien daarvan of die bedrag wat in sy rekening staan, verskuldig en betaalbaar geword het of onderworpe is aan 'n aansoek om opvraging of aan enige prosedure soos voorgeskryf vir die indiening van eise of vir verbeuring.

(d) Na die toewysing van rente en bonusse, onderskeidelik ingevolge subklousule (2) en (3) van hierdie klousule en ingeval hierdie voordele verskuldig en betaalbaar word en by betaling van sodanige voordele voor die daaropvolgende 31ste dag van Desember, is 'n lid geregtig op rente vanaf die 31ste dag van Desember onmiddellik voor die datum van betaling tot op die datum van betaling. Die rentekoers is die koers soos deur die Komitee vasgestel ooreenkomstig die bepalings van klousule (2) van hierdie klousule; met dien verstande dat—

- (i) sodanige rente op die maandelikse saldo's bereken moet word;
- (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 vir enige oorblywende tydperk van minder as drie maande betaalbaar is nie;
- (iv) rente slegs op 'n volle rand, of veelvoude daarvan, bereken moet word;
- (v) rente slegs op 'n lid se eie bydraes betaal word;
- (vi) die lid se rekening met die rente wat hom toekom, gekrediteer en aan hom betaal moet word saam met dié ander voordele wat verskuldig mag wees.

(4) Die Bestuurskomitee moet die voordele van lede wat vanweë foute in die opgawes van werkgewers of identiteitsverwarring deur die administrasie van die Fonds, sonder hul eie toedoen verbeurd verklaar is, herstel.

XI. AGENTE.

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

XII. VRYSTELLINGS.

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

XIII. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander rede gestaak word en geen daaropvolgende Ooreenkoms binne drie maande vanaf die datum van verstryking van hierdie Ooreenkoms aangegaan word nie met dié doel om hierdie Fonds voort te sit of ingeval die Fonds nie deur die Raad oorgedra word nie na 'n ander Fonds wat vir dieselfde doel ingestel is, moet die Fonds gelikwider word deur die Komitee, wat intussen vir die administrasie van die Fonds aanspreeklik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

- (a) mag die voordele wat aan die lede van die oorspronklike Fonds verskuldig is op die datum van sodanige oordrag, hoegenaamd nie vanweë sodanige oordrag verminder word nie; en
- (b) moet enige lid van die oorspronklike Fonds, wat verhinder mag word om lid van die nuwe fonds te word, sy volle voordeel betaal word asof hy uit diens van die Nywerheid getree het.

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

(d) 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-clause (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-clause (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 31st December a member shall be entitled to interest from the 31st December 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 rand (R'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 exemption conditionally or otherwise from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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 from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 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 or more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the Trustees in whom all the powers, rights and duties of the Committee shall vest. Upon expiry of the Agreement the Fund shall be liquidated by the Committee or the Trustees as the case may be.

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

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

XIV. LIKWIDASIE.

(1) By die likwidasië van die Fonds ooreenkomstig die bepalings van subklousule (1) of (2) van klousule XIII van hierdie Deel van die Ooreenkoms, moet die Komitee, die likwidateur of die trustees, na gelang van die geval—

- dadelik begin om alle beleggings en bates van die Fonds in kontant om te sit en om sodanige kontant so te belê dat dit binne dertig dae opgevra kan word;
- alle krediteure, administrasie- en likwidasiëkoste uit die Fonds betaal;
- na aftrekking van alle uitgawes en alle bedrae wat verskuldig is, die netto batige saldo of tekort van die Fonds ten opsigte van die rekenings van lede bepaal en toewys soos voorgeskryf in klousule X van hierdie Deel van die Ooreenkoms;
- na hierdie finale toewysing ooreenkomstig die bepalings van subklousule (c) hiervan, die bedrae waarmee die rekenings van die lede gekrediteer is, aan sodanige lede betaal asof hulle die Nywerheid by uitdienstreding met goedkeuring verlaat het.

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

XV. VRYWARING.

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

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

XVI. ALGEMENE BEPALINGS.

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

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

(2) Niemand, hetsy 'n lid of 'n ander persoon, het enige aanspraak, reg of belang in, of ten opsigte van die Fonds of enige bydrae daartoe of enige belang daarin of enige eis teen die Raad, die Bestuurskomitee, die Mediese Komitee wat ingevolge Deel B van hierdie Ooreenkoms aangestel is en die werkgewers nie, behalwe kragtens en ooreenkomstig die bepalings van hierdie Ooreenkoms.

(3) Behoudens die bepalings van die Insolvensiewet, 1936, soos gewysig, of enige ander regsbeplanning, mag die voordeel waarop 'n lid of sy afhanklike geregtig is, nie by die sekwestrasie of oorgawe van die boedel van sodanige lid en/of sy afhanklike, deel van die bates van sy insolvente of afgestane boedel uitmaak nie maar val dit terug aan die Fonds of vereniging wat ingevolge Deel B van hierdie Ooreenkoms gestig is, na gelang van die geval, en mag dit deur die betrokke komitee behandel word op 'n manier wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

DEEL B.

1. WOORDOMSKRYWING.

Tensy onbestaanbaar met die sinsverband, word daar in hierdie deel van die Ooreenkoms en in die Regulasies daarkragtens opgestel, met alle woorde en uitdrukkings wat die manlike geslag aandui, ook die vroulike geslag bedoel, word daar met die enkelvoud ook die meervoud bedoel, en omgekeerd, en het onderstaande woorde die betekenis wat hierby daaraan geheg word:—

- “regulasies” beteken die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel is ooreenkomstig die voorskrifte van hierdie deel van die Ooreenkoms;
- “afhanklikes” beteken daardie persone wat tot die Vereniging toegelaat is as afhanklikes ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms;
- “Raad” beteken die Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie;
- “Vereniging” beteken die Siektebystandsvereniging van die Oostelike Kaapprovinsie;

(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 thirty 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 Guardians' 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 the Committee, to benefit such member or dependant.

PART B.

1. 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, Eastern Cape Province;
- “Society” shall mean the Eastern Cape Province Sick Benefit Society;

"lid" beteken 'n persoon wat behoorlik as lid van die Vereniging toegelaat is ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms;
 "Komitee" beteken die Mediese Komitee wat ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms aangestel is;
 "siekte" omvat ook kwale en ongeskiktheid weens besering;
 "Hoofooreenkoms" beteken die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 1500 van 14 September 1962.

2. SIEKTEBYSTANDSVERENIGING VAN OOS-KAAPLANDSE MEUBELWERKERS.

Hierby word 'n vereniging gestig wat bekend staan as die "Siektebystandsvereniging van Oos-Kaaplandse Meubelwerkers".

3. OOGMERKE.

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

(b) In verband met die verwesenliking van voornoemde oogmerke, mag die Vereniging—

- (i) die dokters, verpleegsters, aptekers en ander persone wat hy wenslik ag, in diens neem, in diens hou of kontrakte met hulle aangaan;
- (ii) 'n hospitaal, verpleeginrigting, herstellingstehuis of 'n dergelike inrigting of 'n spreekkamer of apteek vir die versorging van lede en hul afhanklikes stig en/of bestuur;
- (iii) met 'n hospitaal, verpleeginrigting, herstellingstehuis of 'n dergelike inrigting 'n kontrak aangaan vir die versorging van lede en hul afhanklikes;
- (iv) met 'n oogkundige, apteker of 'n ander persoon 'n kontrak aangaan vir die lewering van dienste, optiese benodigdhede, medisyne, verbande en verdowingsmiddels;
- (v) roerende en onroerende eiendom aanskaf en geboue oprig en in stand hou;
- (vi) enige ander organisasie of liggaam wat oor die algemeen of gedeeltelik dieselfde oogmerke as die Vereniging nastreef, inlyf, daarmee amalgameer of wedersyds daarmee saamwerk;
- (vii) met 'n versekeringsmaatskappy wat ingevolge Wet No. 27 van 1943, soos gewysig, 'n kontrak aangaan om al die voordele soos voorgeskryf in klousule 14 van hierdie deel van die Ooreenkoms, of 'n deel daarvan, te waarborg.

(c) Die Vereniging mag voorts al dié ander dinge doen wat voortvloei uit of bevordelik is vir die verwesenliking van enige oogmerk of wat inverband staan met enigeen van die bevoegdhede of funksies genoem in hierdie deel van hierdie Ooreenkoms.

4. LIDMAATSKAP.

(a) Lidmaatskap van die Vereniging is verpligtend vir alle lede van die Voorsorgsfonds wat ingevolge Deel A van hierdie Ooreenkoms gestig is.

(b) Ondanks die bepalings van subklousule (a) hiervan, is lidmaatskap oop vir enige ander persoon wat by die Nywerheid betrokke is en wat verkies om tot die Vereniging by te dra.

(c) Ondanks enige ledegeld wat betaal mag gewees het, word lidmaatskap van die Vereniging beëindig sodra 'n lid die Nywerheid verlaat.

5. KLAGTES VAN LEDE.

(a) Alle klagtes teen die Komitee of 'n ampsdraer of werknemer daarvan, moet aan die Raad gerig word, wat die bevoegdheid besit om 'n beslissing te vel en wie se beslissing finaal is.

(b) Klagtes teen die mediese personeel moet by die Komitee ingedien word, en die Komitee moet op sy beurt sodanige klagtes verwys na arbiters wat bestaan uit die hoof-geneeskundige beampte van die Vereniging en 'n algemene praktisyn wat deur die Komitee aangestel is, en genoemde arbiters moet verslag oor sodanige klagte aan die Komitee doen.

6. LEDE MET VERLOF.

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

7. PENSIOENTREKKERS EN WEDUWES.

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

"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;

"Main Agreement" means the Agreement published in the Schedule to Government Notice No. 1500, dated 14th September, 1962.

2. EASTERN CAPE FURNITURE WORKERS SICK BENEFIT SOCIETY.

There is hereby established a Society which shall be known as the "Eastern Cape Furniture Workers Sick Benefit Society".

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 with mortality benefits and 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 for the care of members and their dependants;
- (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;
- (vii) contract with an insurance company registered in terms of Act 27 of 1943, as amended, to underwrite all or any of the benefits prescribed in clause 14 of this Part of the Agreement.

(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 members of the Provident Fund established in terms of Part A of this Agreement.

(b) Notwithstanding the provisions of sub-clause (a) hereof, membership shall be open to any other persons engaged in the Industry and who elect to contribute to the Society.

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

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 twenty 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. TOELATING VAN AFHANKLIKES.

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

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

met dien verstande dat 'n persoon soos bedoel in (a) en (b)—

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

9. LIDMAATSKAPKAARTE.

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

Lidmaatskapkaart moet binne drie dae aan die Sekretaris van die Komitee gestuur word vir die nodige byvoegings en skrappings in die geval waar—

- (a) 'n lid in die huwelik tree;
- (b) 'n kind uit die vrou van 'n lid gebore of 'n kind wettiglik deur 'n lid aangeneem word;
- (c) waar 'n afhanklike te sterwe kom, die leeftyd van agtien jaar bereik of in die huwelik tree;
- (d) 'n afhanklike die ontvanger word van 'n loon of pensioen van meer as R12 (twaalf rand) per maand;
- (e) die ledegeld verander word;
- (f) die adres verander word;
- (g) die paneeldokter verander word;
- (h) die lidmaatskapnommer verander word.

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

Lidmaatskapkaart word aanvanklik gratis uitgereik, maar waar 'n kaart verloor word, moet die betrokke lid 'n koste van tien sent (10c) vir die vervanging daaryn aan die Vereniging betaal. Nuwe lidmaatskapkaart mag van tyd tot tyd na goedvinde van die Komitee uitgereik word.

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

10. BYSTAND.

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

- (i) Mediese behandeling (uitgesonderd dié in verband met bevallings of komplikasies wat daaruit ontstaan).
- (ii) Die dienste van spesialiste (uitgesonderd verloskundiges), met die toestemming van die hoofgeneeskundige beamppte van die Vereniging of sy plaasvervanger.
- (iii) Operasies (indien uitgevoer deur die Vereniging se chirurgie of met hul toestemming), uitgesonderd die operasies bedoel in klousule 12 van hierdie deel van die Ooreenkoms.
- (iv) Geneeskundige verbande en dié medisyne en/of verdoewingsmiddels soos die Komitee mag besluit; met dien verstande dat die lid vyf-en-twintig persent van die totale koste van sodanige medisyne en verdoewingsmiddels moet betaal.
- (v) Oogkundige dienste (soos die Mediese Komitee mag bepaal).
- (vi) Uitsluitlik na goedvinde van die Komitee, 'n *ex gratia*-bydrae tot mediese koste—
 - (a) terwyl op reis in 'n provinsie van die Republiek; of
 - (b) terwyl tydelik woonagtig in 'n ander gebied as die gebied waar hy gewoonlik woonagtig is.
- (vii) Akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens nie in 'n hospitaal verkrygbaar is nie).
- (viii) Dié ander dienste wat die Komitee van tyd tot tyd mag invoer.
- (ix) Siekteverlofbesoldiging, slegs in die geval van 'n lid, ingevolge klousule 11 van hierdie deel van die Ooreenkoms; met dien verstande dat lede en hul afhanklikes, uitgesonderd dié lede soos in subklousule (c) hiervan bedoel, nie op die voordele waarvoor daar in hierdie deel van die Ooreenkoms voorsiening gemaak word, geregtig is nie totdat sodanige lede minstens dertien weke se bydraes aan die Vereniging betaal het en/of nie meer as vier weke met hul bydraes agterstallig is nie.

8. ADMISSION OF DEPENDANTS.

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

- (a) A member's wife, and a member's children under the age of eighteen 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 R12 per month, and children under the age of eighteen years who are in receipt of an income of R12 per month or less may, at the discretion of the Committee, be considered as wholly dependent;
- (iv) shall normally reside with the member concerned, provided that in special cases the Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Republic.

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 three 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 eighteen years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding R12 (twelve rand) 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 ten cents (10c) shall be paid to the Society by the member concerned for its replacement.

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

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

10. 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.
- (iii) Operations (if performed by the Society's surgeons or with their approval) excluding operations referred to in clause 12 of this part of the Agreement.
- (iv) Medical dressings and such medicines and/or drugs as may be decided upon by the Committee, provided that the member shall pay twenty-five per cent 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 Republic, 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 11 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 thirteen weeks' contributions to the Society and/or not more than four weeks in arrear with their subscriptions.

- (x) Die totale bedrag wat in 'n bepaalde jaar lidmaatskap aan 'n lid en sy afhanklikes betaalbaar is, mag nie meer as die volgende wees nie: R150 in die geval van lede ten opsigte van wie 75 sent of meer per week inbetaal word; R100 in die geval van lede ten opsigte van wie 45 tot 61 sent per week inbetaal word en R75 in die geval van lede ten opsigte van wie 31 tot 35 sent per week inbetaal word.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word lede wat volwaardige lede van die Siektebystandsfonds van Oos-Kaaplandse Meubelwerkers is op die datum waarop hierdie Ooreenkoms in werking tree, onmiddellik geregtig op die voordele soos voorgeskrif in Deel B van hierdie Ooreenkoms mits die Siektebystandsfonds van Oos-Kaaplandse Meubelwerkers die ekwivalent van dertien weke se bydraes ten opsigte van sodanige lede aan die Vereniging betaal sodra hierdie Ooreenkoms in werking tree.

11. SIEKTEVERLOF-BESOLDIGING.

(1) 'n Lid vir wie 'n loon van R20 of meer per week in die Hofooreenkoms voorgeskrif was op die datum waarop daardie Ooreenkoms in werking getree het en wat weens siekte verplig was om van die werk af weg te bly vir 'n tydperk van minstens vyf agtereenvolgende dae, is, behoudens die bepalings van subklousule (4) van hierdie klousule en klousule 10 van hierdie Deel van die Ooreenkoms, geregtig op 'n siekteverlofbesoldiging van R8 per week ten opsigte van sodanige afwesigheid vir 'n tydperk van altesaam hoogstens 8 weke gedurende enige twaalf kalendermaande.

(2) 'n Lid vir wie 'n loon van minder as R20 per week maar minstens R10 per week in die Hofooreenkoms voorgeskrif was op die datum waarop daardie Ooreenkoms in werking getree het en wat weens siekte verplig was om van die werk af weg te bly vir minstens vyf agtereenvolgende dae, is, behoudens die bepalings van klousule 10 van hierdie Deel van die Ooreenkoms en subklousule (4) van hierdie klousule, geregtig op 'n siekteverlofbesoldiging van R3 per week ten opsigte van sodanige afwesigheid vir 'n tydperk van altesaam hoogstens agt weke gedurende enige twaalf kalendermaande.

(3) 'n Lid vir wie 'n loon van minder as R10 per week in die Hofooreenkoms voorgeskrif was op die datum waarop daardie Ooreenkoms in werking getree het en wat weens siekte verplig was om van sy werk af weg te bly vir 'n tydperk van minstens vyf agtereenvolgende dae, is, behoudens die bepalings van klousule 10 van hierdie Deel van die Ooreenkoms en subklousule (4) van hierdie klousule, geregtig op 'n siekteverlofbesoldiging van R2 per week ten opsigte van sodanige afwesigheid vir 'n tydperk van altesaam hoogstens agt weke gedurende enige twaalf kalendermaande.

Vir die toepassing van hierdie klousule, word twaalf kalendermaande gereken vanaf die datum ten opsigte waarvan 'n lid vir die eerste maal siekteverlofbesoldiging in 'n jaar ontvang het, tot dieselfde datum in die daaropvolgende jaar.

(4) Indien 'n lid bevorder word tot 'n loongroep ten opsigte waarvan hoër ledegedeltes voorgeskrif word as dié wat hy voorheen betaal het, is hy nie op die hoër siektebesoldiging vir sodanige groep geregtig nie totdat hy die hoër ledegedeltes van sodanige loongroep vir 'n aanenlopende tydperk van twaalf weke betaal het.

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

(6) Die Komitee besit die bevoegdheid om te verklaar dat die behandeling van 'n chroniese siekte waaraan 'n lid of sy afhanklike ly, nie meer die verantwoordelikheid van die Vereniging is nie en om die betaling van bystand ten opsigte van werklose lede wat vir 'n tydperk van dertien weke nie tot die Vereniging bygedra het nie, op te kort.

12. BEPERKING VAN BYSTAND.

(a) Behoudens die bepalings van klousule 10 en 11 van hierdie Deel van die Ooreenkoms, is die dienste wat lede en hul afhanklikes in verband met enigeen van die volgende sake nodig het nie die aanspreeklikheid van die Vereniging nie:—

- (i) Siekte wat ontstaan uit wanordelike gedrag, wangedrag of oormatige gebruik van sterk drank, verdowingsmiddels, ens.;
- (ii) voortdurende sekte in gevalle waar 'n lid of sy afhanklike weier om 'n redelike opdrag of aanbeveling van sy geneesheer na te kom;
- (iii) enige ongeluks- of moedswillige besering wat, na die mening van die Komitee, nie teen die Vereniging in rekening gebring behoort te word nie of enige ongeluks- of moedswillige besering waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en dit wel betaal of wat deur verskering gedek is, naamlik tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;
- (iv) beserings of beroepsiektes opgedoen terwyl 'n lid op diens was, naamlik in die mate waarin 'n werkgever behandeling verskaf;
- (v) siekte terwyl 'n lid of sy afhanklike militêre diens dien of waarvoor die militêre owerheid aanspreeklikheid aanvaar het;
- (vi) operasies volgens eie keuse;
- (vii) die verskaffing van patentmedisyne en dié antibiotiese middels wat die Komitee mag bepaal;

- (x) The total amount of benefits payable to a member and his dependants, in any one year of membership, shall not exceed the amount of R150 to members for whom 75 cents or more per week are diverted; R100 to members for whom from 45 to 61 cents per week are diverted, and R75 to members for whom from 31 to 35 cents per week are diverted respectively.

(b) Notwithstanding anything to the contrary contained in this Agreement, members who are members in good standing of the "Eastern Cape Furniture Workers' Sick Benefit Fund" 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 "Eastern Cape Furniture Workers' Sick Benefit Fund" pays into the Society the equivalent of 13 weeks' contributions in respect of such members, immediately this Agreement comes into operation.

11. SICK PAY.

(1) A member, for whom a wage of R20 or more per week was prescribed in the main Agreement on the date on which that Agreement came into operation, 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 10 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 R8 per week.

(2) A member, for whom a wage of less than R20 per week, but not less than R10 per week was prescribed in the main Agreement on the date on which that Agreement came into operation 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 10 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 R3 per week.

(3) A member, for whom a wage of less than R10 per week was prescribed in the main Agreement on the date on which that Agreement came into operation 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 10 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 R2 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 dependant is suffering, to be no longer a liability of the Society and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of thirteen weeks.

12. LIMITATION OF BENEFITS.

(a) Without prejudice to the provisions of clauses 10 and 11 of this part of the Agreement, service 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) spesiale behandeling wat aanbeveel word deur ander persone as 'n geregistreerde geneeskundige praktisyn;
- (ix) kraam- en/of verloskundige gevalle en/of die nasleep daarvan;
- (x) geestesiektes;
- (xi) venetiese siekte;
- (xii) hartoperasies wat, na die mening van die Komitee, onredelike uitgawes vir die Vereniging sal meebring;
- (xiii) rekenings wat na verloop van meer as vier maande vanaf die datum waarop sodanige aanspreeklikheid aangegaan is, vir betaling voorgelê word.

13. MEDIESE BEHANDELING.

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

14. STERFTEBYSTAND.

(1) Die Komitee mag ten opsigte van elke lid wat nog nie die leeftyd van sestig jaar bereik het nie, 'n bedrag van hoogstens vyf sent per week van sodanige lid se bydraes tot die Fonds gebruik vir die doel om sterftebystand te verskaf.

(2) By die afsterwe van 'n lid en behoudens die bepalinge van subklousule (iii) hiervan, is die sterftebystand wat aan 'n afhanklike betaal word, soos volg:—

- (i) In die geval van 'n afhanklike van 'n afgestorwe lid wat nog nie die leeftyd van sestig jaar bereik het nie: R250.
- (ii) By die afsterwe van 'n lid wat reeds die leeftyd van sestig jaar bereik het, moet die Sterftebystandskomitee, met inagneming van die surplus wat die Vereniging jaarliks mag toeval, besluit oor die sterftebystand wat aan die afhanklike van sodanige lid betaal moet word.
- (iii) Geen bedrag word ingevolge subklousule (2) betaal nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum waarop die betrokke lid te sterwe gekom het of binne dié langer tydperk (hoogstens twee jaar vanaf die datum waarop die betrokke lid te sterwe gekom het) wat die Komitee mag toelaat indien hy daarvan oortuig is dat die vertraging van die aansoek te wyte is aan gebeurtenisse wat buite die beheer van die aansoeker was.
- (iv) Vir die toepassing van hierdie klousule beteken "afhanklike", met betrekking tot 'n lid—
 - (a) sy weduwee;
 - (b) sy minderjarige kind of minderjarige stiefkind;
 - (c) enige ander persoon wat uitsluitlik of hoofsaaklik van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is; met dien verstande dat die Komitee se beslissing kragtens hierdie paragraaf oor wie die afhanklikes van die afgestorwe lid is, finaal is.

15. BESTUUR.

Behoudens die gesag van die Raad, berus die administrasie van en beheer oor die Vereniging by die Mediese Komitee.

Mediese Komitee.—(a) Die Komitee bestaan uit vier verteenwoordigers van die Raad (waarvan twee werkgewersverteenwoordigers en twee werknemersverteenwoordigers moet wees), en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* onderskeidelik die Voorsitter en die Ondervoorsitter van die Komitee is.

(b) Die Raad moet uit sy eie verteenwoordigers sekundi kies vir die hoofverteenwoordigers in die Komitee wat hy aangestel het.

(c) Verteenwoordigers, en hul sekundi, in die Komitee het 'n ampstermyn van twaalf maande maar is, na verstryking daarvan, herkiesbaar.

16. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE.

Die Komitee formuleer die beleid van die Vereniging en behartig die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalinge van hierdie Deel van die Ooreenkoms, en waar hy dit doen, moet die Komitee al die stappe doen wat hy nodig ag of wat na sy mening bevorderlik is vir, en sal help met, die verwesenliking van sodanige oogmerk. In die besonder, mag die Komitee—

- (i) dié gelde van die Vereniging wat nie onmiddellik vir die nakoming van die verpligtinge van die Vereniging soos voorgeskryf in klousule V (6) van Deel A van hierdie Ooreenkoms, nodig is nie, van tyd tot tyd belê; en
- (ii) bates van die Vereniging te gelde maak, verkoop of op 'n ander manier van die hand sit of daarmee handel;
- (iii) behoudens die goedkeuring van die Raad, daarbenewens—
 - (a) enige lid as lid van die Vereniging skrap—
 - (i) as hy skriftelik om sodanige skraping aansoek doen; of
 - (ii) as dit in die belang van die Vereniging is;
 - (b) enige lid van dié bepalinge van hierdie Deel van die Ooreenkoms vrystel wat op sodanige lid van toepassing mag wees.

17. VERGADERINGS VAN DIE KOMITEE.

(1) Die Komitee moet minstens een maal per maand byeenkom op dié datum wat hy mag bepaal. 'n Spesiale vergadering moet belê word wanneer minstens drie verteenwoordigers daarom versoek en mag ook na goedvinde van die Voorsitter belê word.

- (viii) special treatments recommended by persons other than a registered medical practitioner;
- (ix) maternity and/or obstetrical cases and/or sequela;
- (x) mental ailments;
- (xi) venereal disease;
- (xii) heart operations which, in the opinion of the Committee, will involve the Society in unreasonable expense;
- (xiii) accounts submitted for payment more than four months after the date on which such liabilities were incurred.

13. 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.

14. MORTALITY BENEFITS.

(1) The Committee may, in respect of each member who has not attained the age of sixty years, utilise an amount not exceeding five cents per week of such members' contributions to the Fund for the purpose of providing mortality benefits.

(2) Upon the death of a member and subject to the provisions of sub-clause (iii) hereof, the mortality benefit payable to a dependant shall be:—

- (i) In the case of a dependant of a deceased member who has not attained the age of sixty years: R250.
- (ii) Dependent upon such surplus as may accrue to the Society annually the Mortality Committee shall, upon the death of a member who has attained the age of sixty years, decide upon the Mortality Benefit to be paid to the dependant of such member.
- (iii) No payments shall be made in terms of sub-clause (2), unless application therefor is made within a period of one year from the date of death of the member concerned or within such longer period (not exceeding two years from the date of death of the member concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant.
- (iv) For the purpose of this clause "dependant" shall mean, in relation to a member—
 - (a) his widow;
 - (b) his minor child or minor step child;
 - (c) 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 the deceased member are, in terms of this paragraph, shall be final.

15. MANAGEMENT.

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

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

(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 re-appointment.

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 moneys 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;
- (iii) Subject to the approval of the Council, in addition—
 - (a) remove any member from membership of the Society—
 - (i) if he applies in writing for such removal; or
 - (ii) if it is in the interest of the Society;
 - (b) exempt any member from such provisions of this Part of the Agreement as may be applicable to such member.

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) Die Sekretaris moet minstens twee dae voor die datum van 'n vergadering skriftelik kennis van sodanige vergadering van die Komitee gee en die besigheid meld wat afgehandel moet word; met dien verstande dat, in die geval van 'n spesiale vergadering, die Voorsitter magtiging mag verleen om korter kennis te gee.

(3) Die kworum vir vergaderings van die Komitee is twee werkgewersverteenvoordigers en twee werknemersverteenvoordigers.

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

18. BESOLDIGING VAN MEDIESE KOMITEE.

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

19. ONTRUIMING VAN SETELS DEUR KOMITEELEDE.

Die setel van 'n verteenwoordiger, of 'n sekondus, in die Komitee word geag ontruim te wees as die verteenwoordiger of sekondus—

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

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

20. SEKRETARIS.

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

21. FINANSIËLE BEHEER.

(a) 'n Bankrekening moet op naam van die Vereniging geopen word. Die Komitee is bevoegd om dié ander bankrekenings wat hy van tyd tot tyd nodig mag ag, 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 enige korting in een van die Vereniging se bankrekenings gestort word.

(c) Alle uitgawes wat in verband met die administrasie van die Vereniging aangegaan word, word teen die Vereniging in rekening gebring.

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

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

(f) Die geauditeerde staat en balansstaat moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstryking van die tydperk wat daardeur gedek word, aan die Registrateur, Pretoria, voorgelê word.

22. VRYWARING.

Die lede van die komitees en die ampsdraers en werknemers van die Vereniging is en word hierby deur die Vereniging gevrywaar teen alle verliese of uitgawes wat hulle in of in verband met die *bona fide* uitvoering van hul pligte aangaan.

23. REGULASIES.

Die Komitee besit die bevoegdheid om regulasies wat nie met die bepalinge van hierdie Deel van die Ooreenkoms of met enige ander regsbeepaling onbestaanbaar is nie, vir die doeltreffende uitvoering van die Vereniging se oogmerke, die bepaling van die bystand wat die Vereniging moet verleen en die voorwaardes wat daarop van toepassing is, te maak, te wysig en te herroep.

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

24. ONTBINDING VAN DIE VERENIGING.

(a) Ingeval die bepalinge van klousule XIV van Deel A van hierdie Ooreenkoms in werking tree, moet enige bedrag wat oorbly nadat al die bates van die Vereniging te gelde gemaak en al sy skuldeisers en skulde betaal en al sy verpligtings nagekom is, in die Voorsorgsfonds wat ingevolge Deel A van hierdie Ooreenkoms gestig is, teruggestort word as 'n bedrag waarop die Voorsorgsfonds kragtens klousule IV (2) (d) van Deel A van hierdie Ooreenkoms geregtig geword het.

(b) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin die Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, moet die Vereniging nog geadministreer word deur die Komitee of dié ander persone wat die Registrateur kragtens daardie subartikel mag aanwys. Alle vakatures wat in die Komitee ontstaan, mag

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

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

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

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 reimbursement of actual wages in the event of time lost by transacting business on behalf of the Society, or by visiting 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 be deemed to have vacated 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 Committee either in an honorary or paid capacity.

21. FINANCIAL CONTROL.

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

(b) All moneys 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 31st December of each year.

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

(f) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby be submitted to the Registrar, 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 the 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 for 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 Agreement, as an item to which the Provident Fund has become entitled in terms of clause IV (2) (d) of Part A of this Agreement.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which the Agreement is binding in terms of Section thirty-four (2) of the Act, the Society shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that sub-section. Any vacancy occurring on the Committee may be

deur die Registrateur gevul word uit die geleedere van die werkgewers en die werknemers, na gelang van die geval, ten einde te verseker dat die getal werkgewersvertegenwoordigers en die getal werknemersvertegenwoordigers in die Komitee ewe groot is. Ingeval die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat die administrasie van die Vereniging na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n persoon aanstel wat onmiddellik twee ander persone moet koöpteer, van wie een 'n lid van die Vereniging of 'n besoldigde beampte van een van die vakverenigings en die ander 'n lid van die werkgewersorganisasie of 'n betaalde beampte daarvan moet wees, en hierdie persone tesame is dan die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. By verstryking van die Ooreenkoms, moet die Vereniging gelikwied word deur die Komitee of trustees, na gelang van die geval, en moet alle surplusgelden, as daar is, in die Voorsorgsfonds wat ingevolge Deel A van hierdie Ooreenkoms gestig is, teruggestort word as 'n bedrag waarop genoemde Fonds kragtens klousule IV (2) (d) van hierdie Deel A van hierdie Ooreenkoms geregtig geword het.

(c) Indien die Komitee redelike grond het om die Vereniging te ontbind voordat hierdie Ooreenkoms verstryk en wanneer die Raad die beslissing van die Komitee om die Vereniging te ontbind, goedgekeur het en daar 'n bedrag oorbly nadat al die bates van die Vereniging te gelde gemaak en alle skuldeisers en skulde van die Vereniging betaal en al sy aanspreeklikhede nagekom is, moet die Raad, in oorleg met die ouditeur van die Vereniging, bepaal watter gedeelte van die bedrag wat aldus oorgebly het, aan die vakverenigings betaal moet word ten einde hulle te help om weer 'n soortgelyke siektebystandskema in die lewe te roep en watter gedeelte daarvan ooreenkomstig die bepalings van subklousule (a) van hierdie klousule behandel moet word.

(d) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel twee-en-veertig van die Wet bindend is en as die Komitee of dié ander persone wat die Registrateur kragtens artikel vier-en-dertig (2) van die Wet mag aanwys, redelike grond het om die Vereniging te ontbind voordat hierdie Ooreenkoms verstryk en indien daar 'n bedrag oorbly nadat alle skuldeisers en skulde van die Vereniging betaal en al sy aanspreeklikhede nagekom is, moet die Komitee of die ander persone hierin bedoel, na gelang van die geval, in oorleg met die ouditeur van die Vereniging bepaal watter gedeelte van die bedrag wat aldus oorgebly het, aan die vakverenigings betaal moet word ten einde hulle te help om weer 'n soortgelyke siektebystandskema in die lewe te roep en watter gedeelte daarvan ooreenkomstig die bepalings van subklousule (a) van hierdie klousule behandel moet word.

Namens die partye op hede die 24ste dag van Desember 1962 te Port Elizabeth onderteken.

S. F. ELLIS,
Voorsitter van die Raad.

J. F. KLOPPER,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

AANHANGSEL A.

A.	B.	C.	D.	E.
Werknemers vir wie onderstaande lone voorgeskryf is op die datum waarop die Ooreenkoms gepubliseer by Goewernements-nisgewing No. 1500 van 14 September 1962, in werking getree het.	Bydraes van werknemers.	Bydraes van werkgewers.	Bedrag uit bydraes van werknemers aan siektetfonds toegewys.	Bedrag uit bydraes van werkgewers aan siektetfonds toegewys.
R	c	c	c	c
26.00	85	80	40	35
22.72	85	80	40	35
21.30	85	80	40	35
18.90	65	60	33	28
17.54	61	56	31	26
16.13	57	52	31	26
16.07	57	52	31	26
15.79	56	51	31	26
15.52	55	50	31	26
15.45	55	50	31	26
15.33	55	50	31	26
15.01	55	50	31	26
14.85	55	50	31	26
14.40	55	50	31	26
14.00	55	50	31	26
13.65	55	50	31	26
13.58	55	50	31	26

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 Society impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society or a paid official of one of the Trade Unions and the other being a member of the employers' organisation or a paid official thereof and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. Upon the expiry of the Agreement, the Society shall be liquidated by the Committee or Trustees, as the case may be, and surplus moneys, if any, shall revert to the Provident Fund, established in terms of Part A of this Agreement, as an item to which the said Fund has become entitled in terms of clause IV (2) (d) of Part A of this Agreement.

(c) Should the Committee have any reasonable cause for the dissolution of the Society before the expiry of this Agreement and upon approval by the Council of the Committee's decision to dissolve the Society, and should any amount be left over after realisation of all the assets of the Society and after payment of all creditors, liabilities and debts of the Society, the Council shall, in consultation with the Auditor of the Society, determine what portion of the amount so left over shall be paid to the Trade Unions to assist them in the re-establishment of a similar Sick Benefit Scheme, and what portion shall be dealt with in accordance with the provisions of sub-clause (a) of this clause.

(d) In the event of the dissolution of the Council or in the event of it ceasing to function during any period which this Agreement is binding in terms of section forty-two of the Act, and should the Committee or such other persons as the Registrar may designate in terms of section thirty-four (2) of the Act have any reasonable cause for the dissolution of the Society before the expiry of the Agreement and should any amount be left over after payment of all creditors, liabilities and debts of the Society, the Committee or other persons referred to herein, as the case may be, shall in consultation with the Auditor of the Society determine what portion of the amount so left over be paid to the trade unions to assist them in the re-establishment of a similar Sick Benefit Scheme and what portion shall be dealt with in accordance with the provisions of sub-clause (a) of this clause.

Signed at Port Elizabeth on behalf of the parties this 24th day of December, 1962.

S. F. ELLIS,
Chairman of the Council.

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

A. S. YOUNG,
Secretary of the Council.

APPENDIX A.

A.	B.	C.	D.	E.
Employees for whom the following wages were prescribed at the date of coming into operation of the Agreement published under Government Notice No. 1500 dated 14th September, 1962.	Employees' Contributions.	Employers' Contributions.	Diversion to the Sick Fund from Employees' Contributions.	Diversion to the Sick Fund from Employers' Contributions.
R	c	c	c	c
26.00	85	80	40	35
22.72	85	80	40	35
21.30	85	80	40	35
18.90	65	60	33	28
17.54	61	56	31	26
16.13	57	52	31	26
16.07	57	52	31	26
15.79	56	51	31	26
15.52	55	50	31	26
15.45	55	50	31	26
15.33	55	50	31	26
15.01	55	50	31	26
14.85	55	50	31	26
14.40	55	50	31	26
14.00	55	50	31	26
13.65	55	50	31	26
13.58	55	50	31	26

Aanhangsel B.
Annexure B.

Naam en adres van firma _____ Maand _____
Name and Address of Firm _____ *Month of* _____

L.W.—Die inligting wat in *al* die kolomme gevra word moet verstrek word.
N.B.—Information called for in all columns must be furnished.

Die Staatsdrukker, Pretoria.

The Government Printer, Pretoria.