

BUITENGEWONE



EXTRAORDINARY

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 1015

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 10c PRICE

ORSEE 15c OVERSEAS

POSVRY—POST FREE

REGULATION GAZETTE No. 1015

Registered at the Post Office as a Newspaper

VOL. 39.]

PRETORIA, 20 SEPTEMBER 1968.
20 SEPTEMBER

[No. 2164.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1696. 20 September 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, NATAL.

**SIEKEBYSTAND- EN VOORSORGFONDS-
OOREENKOMS.**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (4), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 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 provinsie Natal en in die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 5 (4), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, in die provinsie

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1695. 20 September 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

**FURNITURE MANUFACTURING INDUSTRY,
NATAL.**

**SICK BENEFIT AND PROVIDENT FUND
AGREEMENT.**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a) (2) and 5 (4), shall be binding from the second Monday after the date of publication of this notice and for the period ending 10 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 Province of Natal and in the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of Natal and in the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu and from the second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday, the provisions

Natal en in die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.
NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
NATAL.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die

Natal Furniture Manufacturers Association

(hieronder die „werkgewers” of die „werkgewersorganisasie” bedoel), aan die een kant, en die

Furniture Workers Industrial Union (Natal)

(hieronder die „werknemers” of die „vakvereniging” bedoel), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die provinsie Natal en in die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en betrokke is by die Meubelnywerheid en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a), is die bepalings van hierdie Ooreenkoms—

(i) slegs van toepassing op werknemers vir wie lone in die Hoof-ooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers;

(ii) nie van toepassing nie op 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms of daarná 'n deelnemer aan of lid is of word van enige ander fonds wat pensioen- en/of bystandvoordele verskaf wat op genoemde datum bestaan het en waaraan die werknemer van daardie werknemer op genoemde datum 'n deelnemer was, of op die werknemer van sodanige werknemer, slegs gedurende dié tydperk waarin sodanige ander fonds voortbestaan en beide werknemer en werknemer deelnemers daaraan is, indien die voordele wat sodanige ander fonds verskaf, na die mening van die Raad oor die algemeen nie minder gunstig is as die voordele wat deur die Raad se fonds verskaf word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel, en bly van krag vir 'n tydperk van 10 jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens.

Tensy onbestaanbaar met die sinsverband, is onderstaande woordskrywings in hierdie Ooreenkoms van toepassing:—

„Wet” beteken die Wet op Nywerheidsversoenig, 1956;

„vakleerling” beteken 'n werknemer wat werksaam is ooreenkomsig 'n skriftelike leerlingskontrak wat ingevolge die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef werksaam is;

„bydrae” beteken die bedrag wat deur die werknemer aan die fonds betaal of die bedrag wat van die werknemer se loon afgetrek moet word, of die totaal van sodanige bydraes en aftrekkings, in watter verband die woord ook al voorkom, en beteken dit in iedere geval die bedrag wat in die onderskeie kolomme van Aanhangsel A van hierdie Ooreenkoms gespesifiseer word, of die totaal van sodanige bydrae;

„Raad” beteken die Nywerheidsraad vir die Meubelnywerheid, Natal, wat ingevolge die bepalings van artikel 19 van die Wet geregistreer is;

of the said Agreement, excluding those contained in clauses 1 (a) (2) and 5 (4), shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL.

AGREEMENT

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

Natal Furniture Manufacturers Association

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

Furniture Workers Industrial Union (Natal)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, by all employers who are members of the employers' organisation and are engaged in the Furniture Industry and by all employees who are members of the trade union and are employed in that Industry.

(b) Notwithstanding the provisions of paragraph (a), the terms of this Agreement shall—

(i) only apply to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees;

(ii) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/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 to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such other fund provides are on the whole not less favourable than the benefits provided by the Council's fund.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such a date as may be fixed by the Minister of Labour, and shall continue in force for a period of ten years or such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendments to such Act and unless the contrary intention appears, words importing the masculine gender shall also include females.

Unless inconsistent with the context the following definitions shall apply in this Agreement:—

“Act” means the Industrial Conciliation Act, 1956;

“Apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to be registered under the provisions of the Apprenticeship Act, 1944, and includes a minor serving under probation in terms of that Act;

“contribution” means the amount payable by the employer to the fund, or the amount deductible from the employee's wages or the total of such contributions and deductions, in whichever context the word appears and in each case means the amount specified in the respective columns of Annexure A to this Agreement or the total of such amounts;

“Council” means the Industrial Council for the Furniture Manufacturing Industry, Natal, registered in terms of section 19 of the Act;

„dag” beteken, met betrekking tot die betaling van 'n voor-deel, enige dag tussen en met inbegrip van 'n Maandag en Vrydag in enige week waarin vyf dae per week gewerk word, en Maandag en Saterdag in enige week waarin ses dae per week gewerk word;

„afhanklike” beteken, met betrekking tot 'n lid, die vrou of enige ander persoon wat geheel en al van sodanige lid afhanklik is vir sy onderhoud, wat die Bestuurskomitee daarvan oortuig het dat hy aldus afhanklik is en as sodanig by die Raad geregistreer is;

„bevoegde werknemer” beteken 'n werknemer, uitgesonderd 'n los werker, in die Meubelnywerheid vir wie lone in die Hoof-ooreenkoms voorgeskryf word, maar dit sluit werknemers uit wat oor die leeftyd van 60 jaar is, met dien verstande dat wanneer sodanige werknemer die leeftyd van 60 jaar gedurende sy diensyd in die Nywerheid bereik, hy steeds 'n bevoegde werknemer bly;

„bedryfsinrigting” beteken enige plek waar die Meubelnywerheid, soos hierin omskryf, beoefen word;

„boekjaar” beteken die tydperk wat op die eerste dag van Maart in 'n bepaalde jaar begin en op die laaste dag van die maand Februarie die volgende jaar eindig;

„Fonds” beteken die Siekebystand- en Voorsorgfonds vir die Meubelnywerheid, Natal, gestig ooreenkomstig die bepalings van hierdie Ooreenkoms;

„Meubelnywerheid” of „Nywerheid” beteken, sonder om die gewone betekenis van die woord enigerwyse te beperk, die vervaardiging, hetsy in hul geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en, onder andere, ook die volgende werksaamhede:—

Herstel, stoffer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van raam-veermatrasse en/of rame vir stofferwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk 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 poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroes of teaters, kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte of tipes matrasse, veermatrasse, beleglae, bedkussings, peule en stoelkussings, insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjien-, houtdraai- en/of houtsniewerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfs-inrigtings 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 laag-houtdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van meubels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels;

„siekte” beteken enige ongesteldheid, besoeking of kwaal wat nie aan die wangedrag van die betrokke lid of aan oormatige gebruik van bedwelmende drank of verdowingsmiddels, swangerskap en/of siekte wat daaruit voortspruit, toegeskryf kan word nie en wat nie 'n siekte, kwaal of ongesteldheid is ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is nie;

„Hofooreenkoms” beteken enige geldige Ooreenkoms vir die Meubelnywerheid, Natal, gepubliseer ingevolge die bepalings van artikel 48 van die Wet, waarin lone voorgeskryf word of, by ontstentenis van so 'n Ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

„lid” beteken, met uitsondering van die gebruik daarvan in klousule 5 van hierdie Ooreenkoms, 'n bevoegde werknemer namens wie 'n bydrae aan die Fonds betaal is;

„kredit van 'n lid” beteken die bedrag wat deur en ten behoeve van 'n lid aan die Fonds betaal is, min 'n bedrag wat vir administrasiedoeleindes afgetrek is;

„kantoorwerknemer” beteken 'n werknemer wat klerklike werk verrig en wat nie enigeen van die klasse werk verrig wat in afdelings (I) tot (XV) van Bylae A van die Hofooreenkoms genoem word nie;

„vorige Bystandfonds” beteken die Fonds ingestel by Goewermentskennissgewing No. 987 van 5 Julie 1963, soos gewysig by Goewermentskennissgewing No. 1444 van 18 September 1964;

„gekwalfiseerde lid” beteken 'n lid ten behoeve van wie 13 weeklikse bydraes aan die Fonds of die vorige Bystandfonds betaal is;

„day” means in relation to the payment of any benefit, any day between and inclusive of a Monday and Friday in any five day week, and Monday and Saturday in any six day week.

„dependent” means in relation to a member, the wife or any other person wholly dependent upon such member for maintenance, who satisfies the Management Committee that he is so dependent and is registered with the Council as such;

„eligible employee” means an employee, other than a casual employee, in the Furniture Industry for whom wages are prescribed in the Main Agreement, but excludes employees over the age of 60 years provided that if such employee attains the age of 60 years during his employment in the Industry, he shall continue to be an eligible employee.

„establishment” means any place where work in the Industry as defined herein, is being carried on;

„financial year” means the period commencing on the first day of March of one year, and ending on the last day of the month of February in the ensuing year;

„Fund” means the Sick Benefit and Provident Fund for the Furniture Industry, Natal, established in terms of this Agreement.

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing, and/or repolishing, making of loose covers, and/or cushions, and/or curtains, and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, woodturning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying, and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture, cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner of or types of mattresses, spring-mattresses, 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 block-board or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

„illness” means any sickness, affliction or disease which is not attributable to misconduct on the part of the member concerned or to excessive indulgence in intoxicating liquors or drugs, pregnancy and/or sickness arising therefrom, and which is not an illness, disease or disability in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941;

„Main Agreement” means any current Agreement for the Furniture Manufacturing Industry, Natal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an Agreement, the last wage Agreement published for the Industry, in terms of the Act;

„member” except where it occurs in clause 5 of this Agreement, means an eligible employee on behalf of whom a contribution has been paid to the Fund;

„member's credit” means the amount that has been contributed to the fund by and on behalf of a member, less an amount deducted for administration purposes;

„office employee” means an employee employed on clerical work and who does not perform any of the classes of work mentioned in sections (I) to (XV) of Schedule A of the Main Agreement;

„previous Benefit Fund” means the Fund established by Government Notice No. 987, dated 5 July 1963, as amended by Government Notice No. 1444 of 18 September 1964.

„qualified member” means a member on behalf of whom 13 weekly contributions have been paid to the Fund or the previous Benefit Fund;

„besoldiging” beteken 'n geldbedrag wat aan enigiemand betaal word of verskuldig is en wat op watter wyse ook al uit diens voortspruit;

„Sekretaris” beteken die Sekretaris van die Fonds wat kragtens klousule 5 (3) van hierdie Ooreenkoms aangestel is; „totale krediet” beteken met betrekking tot 'n lid, die totaal van die bydraes wat deur en namens 'n lid aan die Fonds betaal is, plus alle gelde wat die Raad ooreenkomstig hierdie Ooreenkoms by sodanige bedrag gevoeg het, min aftrekkings daarvan vir die administrasie van die Fonds gemaak en min die bedrag van enige voordeel wat voorheen betaal is;

„loon” beteken die loon wat vir werknemers in elke klas werk in die Hoofdooreenkoms voorgeskryf word.

4. INSTELLING.

(1) 'n Fonds, bekend as die „Siekebystand- en Voorsorgfonds vir die Meubelnywerheid, Natal”, hieronder „die Fonds” bedoel, word hierby ingestel.

(2) Die Fonds bestaan uit—

(a) bydraes ooreenkomstig klousule 7;

(b) rente op beleggings; en

(c) ander bedrae wat ontvang word deur of toeval aan die Fonds.

(3) Die Fonds word gebruik vir die betaling, aan lede of hul afhanklikes (ingeval van dood), van die voordele bedoel in klousule 8 (1).

(4) Alle gelde in die krediet van die vorige Bystandfonds moet op 'n datum wat vasgestel moet word deur die Bestuurskomitee genoem in klousule 5 (2), en ooreenkomstig klousule 10 (3) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 987 van 5 Julie 1963, oorgeplaas word na die Siekebystand- en Voorsorgfonds wat ingevolge subklousule (1) ingestel word.

5. ADMINISTRASIE.

(1) (a) Die Fonds word geadmistreer deur die Raad, wat 'n Bestuurskomitee, bestaande uit twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers van wie een die voorsitter en een die ondervoorsitter van die Komitee moet wees, moet aanstel om die Fonds te bestuur en te administreer; met dien verstande dat die voorsitter, ondervoorsitter en sekretaris die bevoegdheid het om aansoek om voordele te behandel wat tussen vergaderings van die Bestuurskomitee ingedien word.

(b) Vir elke lid van die Bestuurskomitee aangestel soos bepaal in paragraaf (a) hiervan, moet die Raad 'n sekondus aanstel om die pligte van sodanige lid in sy afwesigheid uit te voer.

(2) Die Bestuurskomitee het, behoudens goedkeuring van die Raad, die bevoegdheid om regulasies vir die bestuur en administrasie van die Fonds op te stel wat nie met hierdie Ooreenkoms onbestaanbaar is nie. 'n Kopie van sodanige regulasies moet by die Sekretaris van Arbeid ingedien word.

(3) Die Raad moet 'n sekretaris en alle ander beamptes van die Fonds aanstel en moet dié bestek van hul pligte en hul diensvoorwaardes bepaal.

(4) Die Raad mag een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee, en dit is die plig van elke werkgewer om sodanige agente toe te laat om sy persele te betree, dié navrae te doen en te voltooi en dié dokumente, boeke en registers te ondersoek, dié individue te ondervra en dié stappe te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word. Niemand mag 'n valse verklaring aan sodanige agent in die loop van sy ondersoek aflê nie.

Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo genoem word.

6. LIDMAATSKAP.

(1) Lidmaatskap van die Fonds is verpligtend vir 'n bevoegde werknemer.

(2) Elke lid moet by die Raad geregistreer wees en moet 'n vorm wat die Raad vir hierdie doel voorskryf, invul en ook alle ander inligting verstrek wat die Bestuurskomitee mag vereis.

(3) Indien 'n lid versuim om aan die bepalings van subklousule (2) hiervan te voldoen, het die Bestuurskomitee die reg om die betaling van 'n voordeel wat aan of ten opsigte van so 'n lid uit die Fonds betaalbaar mag word, na goedvinde op te skort tot tyd en wyl daar aan sodanige bepalings voldoen is.

(4) Wanneer 'n lid se totale krediet aan hom betaal is ingevolge subklousules (5), (6) of (7) van klousule 8 hiervan, is hy nie meer 'n lid nie.

(5) Vrystelling kan verleen word aan elke werkgewer wat 'n bedrag betaal, of aan 'n werknemer wat 'n bedrag ontvang wat meer as R40 per week is vir 'n manlike werknemer of wat meer as R20 per week vir 'n vroulike werknemer.

„remuneration” means any payment in money made or owing to any person which arises in any manner whatsoever out of employment;

„Secretary” means the secretary of the Fund appointed in terms of clause 5 (3) of this Agreement;

„total credit” means in relation to a member the sum of the contributions paid to the Fund by and on behalf of a member plus any moneys added to such amount by the Council in terms of this Agreement, less deductions made therefrom for the administration of the Fund, and less the amount of any benefit previously paid;

„wage” means the wage prescribed for employees in each class of work in the Main Agreement.

4. ESTABLISHMENT.

(1) A Fund, known as the „Sick Benefit and Provident Fund for the Furniture Industry, Natal”, hereinafter referred to as „the Fund” is hereby established.

(2) The Fund shall consist of:—

(a) Contributions in terms of clause 7;

(b) interest on investments; and

(c) other amounts received by or accrued to the Fund.

(3) The Fund shall be utilised for the purpose of payment to members or their dependents (in the case of death) of the benefits referred to in clause 8 (1).

(4) All moneys standing to the credit of the previous Benefit Fund, shall as at a date to be decided upon by the Management Committee mentioned in clause 5 (2), and in accordance with the provisions of clause 10 (3) of the agreement published under Government Notice No. 987, dated 5 July 1963, be transferred to the Sick Benefit and Provident Fund established in terms of subclause (1).

5. ADMINISTRATION.

(1) (a) The Fund shall be administered by the Council who shall appoint a Management Committee consisting of two representatives of the employers and two representatives of the employees, of whom one shall be the Chairman and one the Vice-Chairman of the Committee to manage and administer the Fund; provided that the Chairman, Vice-Chairman or Secretary shall be empowered to deal with applications for benefits between meetings of the Management Committee.

(b) For every member of the Management Committee as provided in paragraph (a) herein, the Council shall appoint an alternate who shall perform the duties of such member in his absence.

(2) The Management Committee shall, subject to the approval of the Council, have the power to make regulations for the management and administration of the Fund that are not inconsistent with this Agreement. A copy of any such regulations shall be lodged with the Secretary for Labour.

(3) The Council shall appoint a Secretary and any other officers of the Fund and shall determine the scope of their duties and conditions of employment.

(4) The Council may appoint one or more specified persons as agents, to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer to permit such agents to enter the premises, institute and complete such inquiries, to examine such documents, books and records, and to interrogate any individual and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed. No person shall make a false statement to such agent during the course of his investigations.

Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

6. MEMBERSHIP.

(1) Membership of the Fund shall be compulsory for an eligible employee.

(2) Every member shall be registered with the Council and shall complete a form prescribed by the Council for this purpose and shall also give such other information as the Management Committee may require.

(3) If a member should make a default in complying with the provisions of subclause (2) hereof, the Management Committee shall have the right in its discretion to suspend the payment of any benefit that may become payable from the Fund to or in respect of such member until such provisions have been complied with.

(4) A member shall cease to be a member upon his total credit having been paid to him in terms of subclauses (5), (6) or (7) of clause 8 hereof.

(5) Exemption may be granted to any employer, who is paying or to any employee who is receiving an amount in excess of R40 per week for a male employee, or in excess of R20 per week for a female employee.

7. BYDRAES.

(1) Elke werkgewer van 'n bevoegde werknemer en elke sodanige werknemer moet ten opsigte van elke week 'n bedrag tot die Fonds bydra wat gebaseer is op die loon wat vir sodanige werknemer in die Hoofdooreenkoms voorgeskryf word. (Kyk Aanhangsel A van hierdie Ooreenkoms.)

(2) Die bedrae wat ingevolge subklousule (1) betaalbaar is, is dié gespesifiseer in kolomme 3 en 4 van Aanhangsel A hiervan; met dien verstande dat geen bydrae ten opsigte van 'n week gemaak moet word indien die werknemer minder as ses en 'n kwart uur gedurende daardie week gewerk het nie.

(3) Die bedrae wat ingevolge subklousules (1) en (2) betaal moet word, moet deur die werkgewer aan die Sekretaris van die Raad, Posbus 1554, Durban, betaal word, om die kantoor van die Sekretaris te bereik op of voor die 10de dag van elke maand wat volg op dié ten opsigte waarvan die bydraes verskuldig geword het. As 'n werkgewer bydraes of deurdie pos of per bode of op enige ander manier stuur, rus die onus by die werkgewer om seker te maak dat bydraes die kantoor van die Sekretaris betyds bereik.

(4) Elke werkgewer moet dié besonderhede en dié inligting verstrek in verband met die lede en bydraes wat deur die Bestuurskomitee vir die doel van die Fonds vereis word.

(5) Die Raad moet 'n register byhou van elke lid ten opsigte van wie bedrae ooreenkomstig subklousules (1) en (2) aan die Fonds betaal word, en van die bedrag wat ten opsigte van sodanige werknemer aan die Fonds betaal is.

(6) Die bedrae wat ingevolge subklousules (1) en (2) betaalbaar is, moet, benewens die besoldiging wat ingevolge die Hoofdooreenkoms aan 'n werknemer betaalbaar is, deur die werkgewer betaal word, en die bydraes deur die werknemer gedoen, moet van sy loon afgetrek word.

(7) Aan die einde van elke boekjaar moet die bedrag wat in die krediet van elke werknemer opgehoop het, verdeel word en moet 'n bedrag gelyk aan sy loon vir 10 dae, as hy vyf dae per week werk, of 12 dae as hy ses dae per week werk in sy krediet in die Siekebystandsafdeling van die Fonds gelaat en die saldo na die Bystandfondsafdeling oorgeplaas word; met dien verstande dat as daar nie genoeg geld in sy krediet vir 10 of 12 dae se loon is nie, na gelang van die geval, geen oorplasing moet plaasvind totdat daar genoeg geld in sy krediet is nie.

8. VOORDELE.

(1) Voordele is aan 'n gekwalifiseerde lid betaalbaar ten opsigte van siekte, uitdienstreding by of ná bereiking van die leeftyd van 60 jaar of permanente liggaamlike ongeskiktheid as gevolg waarvan hy totaal onbekwaam raak vir werk in die Nywerheid, of aan sy afhanklikes in geval van sy dood.

(2) Geen voordeel is egter vir siekte betaalbaar indien die werknemer minder as twee agtereenvolgende dae van die werk afwesig is nie.

(3) Aansoeke om voordele moet by die Sekretaris van die Fonds ingedien word op 'n vorm wat die Raad voorskryf en wat vergesel moet gaan van—

- (a) in die geval van siekte, 'n doktersertifikaat;
- (b) in die geval van uitdienstreding, 'n geboortsertifikaat;
- (c) in die geval van permanente liggaamlike ongeskiktheid, 'n doktersertifikaat; of
- (d) in die geval van dood, 'n doodsertifikaat.

(4) (a) As 'n lid weens siekte van die werk wegbly, is hy geregtig op 'n voordeel ooreenkomstig kolom 2 van Aanhangsel A van hierdie Ooreenkoms vir 'n tydperk van drie dae nadat 13 bydraes aan die Fonds gemaak is en een dag se loon vir elke addisionele vyf weke se bydraes, behalwe as 'n lid kragtens subparagraaf (b) kwalifiseer, onderworpe aan 'n maksimum voordeel van 10 dae in die geval van 'n lid wat vyf dae per week werk, of 12 dae in die geval van 'n lid wat ses dae per week werk, in enige bepaalde 12 maande wat begin vanaf die laaste dag waarop sy eerste bydrae, tesame met sy werkgewer se eerste bydrae, die kantoor van die Raad bereik.

(b) As 'n lid reeds gekwalifiseer het vir siektebesoldiging uit hoofde van die oorplasing van voordele uit die vorige Bystandfonds of ingevolge klousule 7 (7) van hierdie Ooreenkoms en die bedrag in sy krediet minstens so groot is as sy loon vir 10 dae of 12 dae, afhangende of hy vyf dae of ses dae per week werk, is hy onmiddellik geregtig op siektebesoldiging teen 'n dag se loon vir elke dag se afwesigheid; met dien verstande dat betaling vir hoogstens 10 dae gemaak moet word in die geval van 'n lid wat vyf dae per week werk, of 12 dae in die geval van 'n lid wat ses dae per week werk, en dit gedurende enige bepaalde tydperk van een jaar; en voorts moet dien verstande dat die mediese sertifikaat vir die Bestuurskomitee aanneemlik is.

7. CONTRIBUTIONS.

(1) Every employer of an eligible employee and each such employee shall contribute to the Fund in respect of each week an amount based on the wage prescribed for such employee in the Main Agreement. (See Annexure A of this Agreement.)

(2) The amounts payable in terms of subclause (1) shall be those specified in columns 3 and 4 of Annexure A hereof, provided that no contribution shall be made in respect of a week if the employee has worked less than six and one-quarter hours during that week.

(3) The amounts payable in terms of subclauses (1) and (2) shall be paid by the employer to the Secretary of the Council, P.O. Box 1554, Durban, so as to reach the office of the Secretary by not later than the 10th day of each month, following that in respect of which the contributions were due. If any employer remits contributions by either post or messenger or in any other manner the onus shall remain on the employer to ensure that contributions reach the office of the Secretary timeously.

(4) Every employer shall give particulars of and such information relative to the members and contributions as may be required by the Management Committee for the purpose of the Fund.

(5) The Council shall keep a record of each member in respect of whom payments are made to the Fund, in terms of subclauses (1) and (2), and of the amount paid to the Fund in respect of such employee.

(6) The amounts payable in terms of subclauses (1) and (2) shall be paid by the employer in addition to any remuneration payable to an employee in terms of the Main Agreement, and the contributions made by the employee shall be deducted from his wages.

(7) At the end of each financial year the credit accrued to each member during that year shall be divided and an amount equal to his wage for 10 days, if he works a five-day week, or 12 days if he works a six-day week, shall be left to his credit in the Sick Benefit Section of the Fund and the balance transferred to the Provident Fund Section; provided that if there is insufficient money to his credit for 10 or 12 days wages, as the case may be, no transfer shall take place until there are adequate funds to his credit.

8. BENEFITS.

(1) Benefits shall be payable to a qualified member in respect of illness, retirement on or after reaching the age of 60 years or permanent physical disability rendering him totally unfit for employment in the Industry, or to his dependents in the case of his death.

(2) No benefit shall however be payable for illness if absence from work is less than two consecutive days.

(3) Application for benefits shall be lodged with the Secretary of the Fund on a form prescribed by the Council and shall be accompanied by—

- (a) in the case of illness, a doctor's certificate;
- (b) in the case of retirement, a birth certificate;
- (c) in the case of permanent physical disability, a doctor's certificate; or
- (d) in the case of death, a death certificate.

(4) (a) If absent from work due to illness a member shall be entitled to the rate of sick benefits as set out in column 2 of Annexure A of this Agreement for a period of three days after 13 contributions have been made to the Fund and one day's wage for each additional five weeks contributions, except if a member qualifies under subparagraph (b), subject to a maximum benefit of 10 days, in the case of a member working a five-day week, or 12 days in the case of a member working a six-day week in any 12 months commencing from the last day upon which his first contribution together with his employers first contribution reaches the office of the Council.

(b) If a member has already qualified for sick pay by virtue of the transfer of benefits from the previous Benefit Fund or in terms of clause 7 (7) of this Agreement and the amount of his credit is not less than his wage for 10 days or 12 days depending on whether he works a five or six-day week, he shall immediately become entitled to sick pay at the rate of a day's wage for each day of absence; provided that payment shall not be made in respect of more than 10 days, in the case of a member working a five-day week, or 12 days in the case of a member working a six-day week, during any period of one year and provided further that the medical certificate is acceptable to the Management Committee.

(5) (a) Ondanks die bepaling van subklousule (1), is 'n gekwalifiseerde lid wat deur sy werkgever ontslaan is, by bewyslewering—

- (i) dat hy permanent buite die Nywerheid werksaam is; of
- (ii) dat hy sy eie sakeonderneming gestig het; of
- (iii) dat hy vir 'n tydperk van minstens 12 maande werkloos was;

daarop geregtig om 'n bedrag te ontvang wat gelyk is aan sy totale krediet, min 10 persent. Die 10 persent-saldo van sy krediet val aan die Fonds toe.

(b) Die bepaling van paragraaf (a) is van toepassing op lede wat die Nywerheid uit eie beweging verlaat; met dien verstande dat die bedrag wat van hul totale krediet afgetrek moet word, 15 persent is.

(c) Geen eis word ooreenkomstig hierdie subklousule betaal totdat 'n tydperk van twee jaar verloop het vanaf die datum waarop die lid laas in die Nywerheid werksaam was nie.

(6) Die krediet van 'n lid wat nie vir voordele kwalifiseer wanneer hy die Nywerheid verlaat nie (bv. een wat minder as 13 weke daarin werksaam was) val aan die Fonds toe; met dien verstande dat as hy binne 12 maande weer eens in die Nywerheid in diens geneem word, hy weer gekrediteer moet word met die bedrag wat teenoor sy naam in die Fonds staan.

(7) Die totale krediet met betrekking tot 'n lid moet betaal word ten opsigte van uitdienststreding, ongeskiktheid of dood soos bedoel in subklousule (1); met dien verstande dat, as daar nie 'n afhanklike soos in klousule 3 omskryf, is nie, die Bestuurskomitee moet besluit of 'n oorlede lid 'n afhanklike of afhanklikes nagelaat het en aan watter afhanklike of afhanklikes in watter verhoudings die bedrag wat ingevolge hierdie subklousule betaalbaar is, betaal moet word; met dien verstande dat as 'n oorlede lid geen afhanklike agtergelaat het nie, die bedrag in sy krediet in die Fonds, ondanks die bepaling van klousule 11 (3) (b) of (c) van hierdie Ooreenkoms, in sy boedel inbetaal moet word.

(8) Die Bestuurskomitee het die reg om van 'n lid wat aansoek doen, te vereis om voor, gedurende of ná die tydperk waarvoor 'n voordeel geëis word, medies ondersoek te word deur 'n dokter wat deur die Komitee benoem is, met die doel om 'n addisionele mediese verslag te verkry.

(9) Tensy redes wat die Bestuurskomitee tevrede stel, aangevoer word, word geen eis om siektevoordele ingevolge subklousule (4) erken nie indien siekte vroeër as drie maande voor sodanige aansoek om 'n voordeel begin het.

(10) Die Raad mag, op aanbeveling van die Bestuurskomitee en met inagneming van die beperking van sodanige lid se krediet, met inbegrip van lopende bydraes, aan 'n lid 'n siektevoordele toestaan vir 'n langer tydperk as dié wat hierbo vasgestel word. Indien 'n lid se krediet onvoldoende is, is klousule 9, (4) (b) en (c) van toepassing.

(11) Indien 'n gekwalifiseerde lid versuim om binne 'n tydperk van twee jaar vanaf die datum waarop die voordele voorgeskrif in subklousules (5) en (7), betaalbaar geword het, aansoek om sodanige voordele te doen, val sodanige voordeel aan die Fonds toe; met dien verstande dat die Bestuurskomitee na goedgeunkte 'n *ex gratia*-bedrag aan sodanige lid of, in geval van sy dood, aan sy afhanklikes mag betaal.

(12) Geen voordeel is betaalbaar nie vir siekte gedurende die tydperk waarin die Meubelnywerheid vir die jaarlikse vakansie gesluit is of vir siekte op Goeie Vrydag, Paasmaandag, Hemelvaartsdag of Gelofte-dag.

(13) Elke lid het die reg om by die Raad appél aan te teken in verband met enige saak wat op die betaling van voordele betrekking het. In enige sodanige geval tree die Raad nie op voordat hy eers die Bestuurskomitee geraadpleeg het nie. Die beslissing van die Raad is afdoende.

9. FINANSIËLE BEPALINGS.

(1) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is.

(2) Die Bestuurskomitee het die bevoegdheid om die geld van die Fonds op enigeen van die volgende maniere te belê:—

- (a) Effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) Nasionale Spaarsertifikate;
- (c) Opspaarbankrekenings of -sertifikate;
- (d) Spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander wyse wat die Registrateur goedkeur.

(3) Alle sekuriteite moet op naam van die Fonds geregistreer word. Geen sekuriteit mag oorgegedra, verander, van die hand gesit of op 'n ander manier vervreem word nie tensy die Raad goedkeuring daartoe verleen.

(5) (a) Notwithstanding the provisions of subclause (1), a qualified member who was discharged by his employer shall, on production of proof—

- (i) that he is permanently employed outside the Industry; or
- (ii) that he has established his own business; or
- (iii) that he has been unemployed for a period of not less than 12 months;

be entitled to receive an amount equal to his total credit less 10 per cent. The 10 per cent balance of his credit shall accrue to the Fund.

(b) The provisions of paragraph (a) shall apply to members leaving the industry of their own accord provided that the amount to be deducted from their total credit shall be 15 per cent.

(c) No claim in terms of this subclause shall be paid until a period of two years shall have elapsed from the date that the member was last employed in the Industry.

(6) The credit of a member who does not qualify for benefits on leaving the Industry (e.g. one who has been employed for less than 13 weeks) shall accrue to the Fund, provided that if he is re-employed in the Industry within 12 months, he shall again be credited with the amount reflected against his name in the Fund.

(7) The total credit in relation to a member shall be paid in respect of retirement, disability or death, as referred to in subclause (1), provided that in the absence of a dependant as defined in clause 3, the Management Committee shall decide whether a deceased member left a dependant or dependants and to which dependant or dependants and in what proportions the amount payable in terms of this subclause shall be paid, provided that if a deceased member left no dependant the amount standing to his credit in the Fund shall, notwithstanding the provisions of clause 11 (3) (b) or (c) of this Agreement, be paid into his estate.

(8) The Management Committee shall have the right to require the applicant member to be medically examined by a doctor nominated by them for an additional medical report before, during, or after the period for which benefit is claimed.

(9) Unless reasons satisfactory to the Management Committee are produced, no claim for sick benefits under subclause (4) shall be recognised if illness commenced earlier than three months prior to such application for benefits.

(10) The Council may on the recommendation of the Management Committee grant to a member sick benefits for a period in excess of that laid down in subclause (4) subject to the limitation of such member's credit, including current contributions. Should the member's credit be insufficient, clause 9 (4) (b) and (c) shall apply.

(11) In the event of a qualified member failing to apply for any of the benefits prescribed in subclauses (5) and (7), within a period of two years from the date on which any such benefit became due, the benefit in question shall accrue to the Fund; provided that the Management Committee may in its discretion make an *ex gratia* payment to such member, or in the event of his death, to his dependants.

(12) No benefit shall be payable for illness during the period that the Furniture Industry is closed down for the annual holiday or on Good Friday, Easter Monday, Ascension Day or the Day of the Covenant.

(13) Every member shall have the right to appeal to the Council in connection with any matter relating to the payment of benefits. In any such case the Council shall not act without first having consulted the Management Committee. The decision of the Council shall be final.

9. FINANCIAL PROVISIONS.

(1) All moneys received on account of the Fund shall be paid into a banking account opened in the name of the Fund.

(2) The Management Committee is empowered to invest the moneys of the Fund in any of the following ways:—

- (a) Stocks of the Government of the Republic of South Africa or local government stocks;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or certificates;
- (d) Savings account, permanent shares or fixed deposits in Building Societies or Banks;

or in any other manner approved by the Registrar.

(3) All securities shall be registered in the name of the Fund. No security shall be transferred, varied, disposed of or otherwise alienated except with the approval of the Council.

(4) (a) Al die uitgawes in verband met die bestuur en administrasie van die Fonds, met inbegrip van die koste verbonde aan ouditering en belegging van geld wat aan die Fonds toeval, wat aan die Fonds toeval, moet deur die Raad betaal word, en as teenprestatie daarvoor moet die Bestuurskomitee aan die begin van elke boekjaar 'n persentasie vasstel wat elke maand afgetrek moet word van die bydraes wat deur die Fonds ontvang word, en die bedrag aldus vasgestel en afgetrek, moet in die algemene fondse van die Raad gestort word.

(b) Geld wat ooreenkomstig subklousules (5), (6) en (11) van klousule 8 aan die Fonds toeval, moet gestort word in 'n Reserwerekening wat ten voordele van die lede deur die Bestuurskomitee geadministreer moet word.

(c) Hierdie Reserwerekening moet gelykop tussen die Siekebystand- en die Voorsorgfondsafdelings verdeel word, ten einde in staat te wees om "gratifikasies" toe te staan aan lede wat op voordele geregtig is ingevolge klousule 8 (1).

(5) Die Bestuurskomitee moet op 'n volledige en juiste manier van die Fonds laat boek hou, en aan die einde van elke boekjaar moet die ouditeur van die Raad, wat 'n openbare rekenmeester moet wees, sodanige boeke ouditeer en 'n rekeningstaat opstel.

(6) Die Bestuurskomitee moet aan die Raad 'n jaarverslag voorlê oor die Fonds, en sodanige jaarverslag moet 'n balansstaat van die Fonds, 'n rekening van die inkomste en uitgawes vir die boekjaar en 'n staat wat die Fonds se bates en laste toon, bevat. Sodanige balansstaat, rekening en staat moet gesertifiseer word deur die Raad se ouditeur en mede-onderteken word deur die Voorsitter van die Raad en moet binne drie maande ná verstrekking van die tydperk wat daardeur gedek word, saam met enige verslag daaroor deur genoemde ouditeur, deur die Raad aan die Sekretaris van Arbeid gestuur word. Kopieë van sodanige stukke moet beskikbaar wees vir insae deur enige werkgewer of lid.

(7) Die Bestuurskomitee moet 'n volledige register laat byhou van alle noodsaaklike besonderhede van die lede en van alle sterfgevälle, uitbetalings en ander sake wat vir die administrasie van die Fonds noodsaaklik is.

(8) Indien die Bestuurskomitee om watter rede ook al, versuim om uitvoering te gee aan die pligte wat ingevolge hierdie Ooreenkoms aan hom toevertrou word, moet sodanige pligte deur die Raad uitgevoer word, en ingeval die Raad opgehou het om te funksioneer, is die bepalings van klousule 10 (2) van toepassing.

(9) Die Raad moet, ná ontvangs en aanname van die Inkomste- en Uitgawerekening en balansstate van die Fonds elke jaar, die bedrag, as daar een is, wat beskikbaar is vir toewysing as 'n bonus aan lede van die Fonds vasstel en die wyse van sodanige toewysing bepaal.

10. LIKWIDASIE.

(1) Ingeval hierdie Ooreenkoms, of 'n verlenging daarvan, verval weens verloop van tyd of om 'n ander rede gestaak word, moet die Bestuurskomitee aanhou om die Fonds te administreer totdat die Raad dit of gelikwieder of oorgedra het na 'n ander Fonds wat vir dieselfde of 'n dergelike doel ingestel was as dié waarvoor die Fonds gestig was; met dien verstande dat as geen nuwe Ooreenkoms binne een jaar ná die verstryking van hierdie Ooreenkoms aangegaan word nie, die Fonds gelikwieder moet word.

(2) Ingeval die Raad ontbind of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms of 'n verlenging daarvan bindend is ooreenkomstig die Wet, moet die pligte en funksies van die Raad in verband met hierdie Ooreenkoms oorneem word deur die Bestuurskomitee wat moet aanhou om die Fonds te administreer, en die lede van die Bestuurskomitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees; met dien verstande egter dat 'n vakature wat in sodanige Komitee mag ontstaan, deur die Registrateur gevul mag word uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die verteenwoordigers, en hul sekundi, van die werkgewers en die werknemers in sodanige Komitee uit ewe groot getalle bestaan. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy 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 trustee of trustees aanstel om die pligte van sodanige Komitee uit te voer, en sodanige trustee of trustees besit vir sodanige doeleindes al die bevoegdhede van sodanige Komitee. As daar by verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwieder word op die manier voorgeskryf in subklousules (3) en (5).

(4) (a) The whole of the expenses in connection with the management and administration of the Fund, including the cost of audit and the investment of moneys accruing thereto, shall be paid by the Council, in consideration of which the Management Committee shall, at the beginning of each financial year, determine a percentage to be deducted each month from the contributions received by the Fund, and the amount so determined and deducted shall be paid to the general funds of the Council.

(b) Moneys which accrue to the Fund in terms of subclauses (5), (6) and (11) of clause 8, shall be placed in a Reserve Account which shall be administered by the Management Committee for the benefit of the members.

(c) This Reserve Account shall be equally divided between the Sick Benefit Section and the Provident Fund Section, so as to be able to grant "Gratuities" to members who are entitled to benefits in terms of clause 8 (1).

(5) The Management Committee shall cause full and true accounts of the Fund to be kept, such account to be made up and to be audited by the auditor of the Council, who shall be a Public Accountant, at the end of every financial year.

(6) The Management Committee shall present to the Council an annual report on the working of the Fund containing a balance sheet of the Fund, an account of the revenue and expenditure for the financial year, and a statement showing the Fund's assets and liabilities. Such balance sheet, account and statement shall be certified by the Council's auditor and countersigned by the Chairman of the Council, and shall within three months after the close of the period covered thereby, be transmitted by the Council to the Secretary for Labour, together with any report made thereon by the said Auditor. Copies of such documents shall be available for inspection by any employer or member.

(7) The Management Committee shall cause to be kept a complete record of all necessary particulars of the members and of all deaths, payments and other matters essential to the working of the Fund.

(8) Should the Management Committee for any reason whatsoever fail to discharge any of the duties entrusted to it in terms of this Agreement, such duties shall devolve on the Council, and in the event of the Council having ceased to function the provisions of clause 10 (2) shall apply.

(9) The Council shall, after the receipt and adoption of the Revenue and Expenditure Account, and Balance Sheets of the Fund each year, determine the amount available if any for the allocation of a bonus to members of the Fund, and the manner of such allocation.

10. LIQUIDATION.

(1) In the event of the expiry of the Agreement or any extension thereof by effluxion of time or cessation for any other cause the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same or similar purpose as that for which the Fund was established: Provided that if no new agreement is entered into within one year after the expiry of this Agreement, the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement or any extension thereof is binding in terms of the Act, its duties and functions in relation to this Agreement shall be taken over by the Management Committee which shall continue to administer the Fund and the members of the Management Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancy occurring in such committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of such Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such committee and who shall possess all powers of such committee for such purposes. If there is no Council in existence upon the expiration of this Agreement, the Fund shall be liquidated in the manner set forth in subclauses (3) and (5).

(3) Ingeval die Fonds gelikwedeer word, moet die geld in die Fonds op onderstaande manier en in ondergenoemde volgorde gedistribueer word:—

(a) Die administrasie- en likwidasiestekste moet betaal word;

(b) elke lid moet sy eweredige deel van die totale bedrag waarmee hy gekrediteer is, betaal word;

met dien verstande dat, met uitsondering van die geval waar die Raad ontbind word, geen distribusie ooreenkomstig hierdie klousule vir 'n tydperk van 12 maande ná die verstryking van hierdie Ooreenkoms, of 'n verlenging daarvan, gemaak mag word nie, en indien daar gedurende sodanige tydperk 'n ander Fonds ingestel word vir dieselfde of 'n dergelike doel as dié waarvoor die Fonds gestig is, die aandeel in die totale bates van die Fonds, bepaal op dieselfde manier en in dieselfde volgorde soos in paragraaf (a) en (b) hierbo voorgeskryf, ten opsigte van lede wat lede van sodanige ander Fonds geword het, na sodanige ander Fonds oorgedra moet word; met dien verstande voorts dat die aandeel van elke lid, soos in paragraaf (b) hierbo bepaal, in sodanige ander Fonds in sy krediet moet staan op dieselfde manier asof dit sy totale krediet in die Fonds was. Alle geld in die krediet van lede wat nie deelnemers aan sodanige ander Fonds is, nie, moet uitbetaal word soos in paragraaf (b) hierbo voorgeskryf.

(4) Indien voordele waarop lede ingevolge hierdie klousule geregtig geword het, nie binne ses maande vanaf die datum waarop dit verskuldig en betaalbaar geword het, opgeëis word nie, moet dié voordele, ondanks andersluidende bepalings in hierdie Ooreenkoms, aan die algemene Fonds van die Raad verbeur word. Indien daar geen Raad bestaan nie, moet met die geld gehandel word soos bepaal in artikel 34 (4) (c) van die Wet op Nywerheidsversoenings.

(5) Die Raad mag te eniger tyd 'n aparte pensioen- en/of voorsorg- of welsynsfonds stig. Ingeval sodanige Fonds gestig word, mag die Raad te eniger tyd ná publikasie van 'n pensioen- en/of voorsorg- of welsynsfondsooreenkoms en die uitbreiding daarvan ooreenkomstig artikel 48 van die Wet na nie-lede gedurende die geldigheidstermyn van sodanige Ooreenkoms, die bates van die Voorsorgafdeling van die Fonds aan sodanige pensioen- en/of voorsorg- of welsynsfonds oordra.

(6) Enige bedrag wat in die krediet van die Fonds oorbly ná distribusie van die geld van die Fonds ooreenkomstig subklousule (3), word onder die werkgewers verdeel in verhouding tot hul onderskeie bydraes; met dien verstande dat die totaal van enige bedrae wat aldus dié werkgewers toekom wat 'n party by hierdie Ooreenkoms is, aan die werkgewersorganisasie betaal moet word; en voorts met dien verstande dat, as die Raad nie ontbind is nie, enige sodanige bedrag wat in die krediet van die Fonds oorbly, in die algemene fonds van die Raad gestort moet word.

11. ALGEMENE BEPALINGS.

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

(2) Niemand, hetsy hy lid is of nie, het enige eis, reg of belang in, op of ten opsigte van die Fonds of bydraes daartoe, of enige eis teen die Raad, die Bestuurskomitee of die werkgewers nie, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die bepalings van die Insolvensiewet, 1936, en enige ander wet—

(a) mag geen reg ten opsigte van 'n voordeel wat ingevolge hierdie Ooreenkoms betaalbaar is, gesedeer of verhipotekeer word en mag daar nie op sodanige reg beslag gelê word en is dit nie aan eksekusie ingevolge 'n uitspraak of bevel van 'n hof onderworpe nie;

(b) is die voordeel, indien die boedel van 'n lid of begunstigde gesekwestreer of afgestaan word, waarop sodanige lid of begunstigde geregtig is, nie deel van die bates van sy insolvente of afgestane boedel nie maar val dit terug aan die Fonds en word dit deur die Bestuurskomitee behandel op 'n manier wat daarop bereken is om sodanige lid of sy afhanklikes te bevoordeel;

(c) mag geen regte ten opsigte van 'n voordeel kragtens hierdie Ooreenkoms 'n bate in die bestorwe boedel van 'n lid word nie, behalwe soos uitdruklik in hierdie Ooreenkoms bepaal.

12. VRYWARING.

Die lede van die Raad, Bestuurskomitee en die ampsdraers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hulle hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(3) In the event of the Fund being liquidated, the moneys of the Fund shall be distributed in the following manner and priority:—

(a) Pay administration and liquidation expenses;

(b) Pay to each member in cash in proportion to the amount of his total credit;

provided that except in the event of the dissolution of the Council, no distribution shall be made in terms of this clause for a period of 12 months after the expiry of this Agreement or any extension thereof, and if within such period another fund is constituted for the same or similar purpose as that for which the Fund was established, the share of the total assets of the Fund, determined and in the same priority as in paragraphs (a) and (b) above, in respect of members who have become members of such other fund, shall be transferred to such other fund, provided further that the share of each member as determined in paragraph (b) above, shall stand to his credit in such other fund in the same manner as if it was his total credit in the Fund. Any moneys standing to the credit of members who are not participants in such other Fund, shall be paid out as provided in paragraph (b) above.

(4) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of this clause not being claimed within six 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, the unclaimed moneys shall be dealt with as provided in section 34 (4) (c) of the Industrial Conciliation Act.

(5) The Council may at any time establish a separate pension and/or provident or welfare fund. In the event of such fund being established the Council may at any time after publication of a pension and/or provident or welfare fund agreement and the extension thereof in terms of section 48 of the Act, to non-parties during the currency of such agreement, transfer the assets of the Provident Section of the Fund to such pension and/or provident or welfare fund.

(6) After distribution of the moneys of the Fund in terms of subclause (3), any amount remaining to the credit of the Fund shall be apportioned among the employers in proportion to their respective contributions; provided that the total of any amounts thus accruing to the party employers, shall be paid to the employers' organisation; provided further that if the Council has not been dissolved, any such amount remaining to the credit of the Fund shall be paid into the general funds of the Council.

11. GENERAL PROVISIONS.

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

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

(3) Subject to the provisions of the Insolvency Act, 1936, and any other law—

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

(b) if the estate of any member or beneficiary is sequestered or assigned, the benefit to which such member or beneficiary is entitled shall not form part of the assets in his insolvent or assigned estate but shall revert to the Fund and be dealt with by the Management Committee, in a manner calculated to benefit such member or his dependants;

(c) no rights in respect of a benefit under this Agreement shall become an asset in the deceased estate of any member save as is expressly provided in this Agreement.

12. INDEMNITY.

The members of the Council, Management Committee and the officers of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

13. VRYSTELLINGS.

Die Bestuurskomitee mag vrystelling van enigeen van of al die bepalings van hierdie Ooreenkoms verleen ten opsigte van 'n werkgewer en sy werknemers en het hy die reg om sodanige vrystelling in te trek nadat hy minstens een maand vooraf skriftelik kennis daarvan aan die betrokke werkgewer gegee het.

14. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by regulasies kragtens die Wet opgestel, in sy bedryfsinrigting opplak en opgeplak hou op 'n opvallende plek wat vir sy werknemers gereedelik toeganklik is.

Die Ooreenkoms namens die partye op 5 Maart 1968 onderteken.

B. T. RESSELL, *Voorsitter.*

B. B. SINGH, *Ondervoorsitter.*

V. M. LEWIS, *Sekretaris.*

13. EXEMPTIONS.

The Management Committee may grant an exemption from any or all of the provisions of this Agreement in respect of an employer and his employees, and shall have the right to withdraw such exemption after giving at least one month's notice in writing to the employer concerned.

14. EXHIBITION OF AGREEMENT.

Every employer shall affix, and keep affixed in his establishment a legible copy of this Agreement in both official languages, in the form prescribed by regulation under the Act and in a conspicuous place where it is readily accessible to his employees.

The Agreement, signed on behalf of the Parties on the 5th March 1968.

B. T. RESSELL, *Chairman.*

B. B. SINGH, *Vice Chairman.*

V. M. LEWIS, *Secretary.*

AANHANGSEL A.

BYDRAES TOT DIE BYSTANDFONDS.

Kolom 1. Voorgeskrewe weekloon.	Kolom 2. Siektevoordele per dag. Dagloon.			Kolom 3. Bydrae deur Werkgewer.	Kolom 4. Bydrae deur Werknemer.	Kolom 5. Totale Bydrae.
	5-Dagweek. 8 uur 48 min.	5½-Dagweek.				
		8 uur.	4 uur.			
R	R	R	R	R	R	R
4.00	0.80	0.73	0.35	0.28	0.03	0.31
4.90	0.98	0.89	0.45	0.33	0.03	0.36
5.00	1.00	0.90	0.50	0.33	0.03	0.36
5.90	1.18	1.07	0.55	0.38	0.03	0.41
6.00	1.20	1.10	0.50	0.38	0.03	0.41
6.90	1.38	1.25	0.65	0.43	0.03	0.46
7.50	1.50	1.36	0.70	0.43	0.03	0.46
7.90	1.58	1.44	0.70	0.48	0.03	0.51
8.40	1.68	1.53	0.75	0.48	0.03	0.51
8.80	1.76	1.60	0.80	0.53	0.03	0.56
8.90	1.78	1.62	0.80	0.53	0.03	0.56
*9.00	1.80	1.64	0.82	0.53	0.03	0.56
9.27	1.86	1.68	0.87	0.53	0.03	0.56
9.80	1.96	1.78	0.90	0.58	0.03	0.61
9.90	1.98	1.80	0.90	0.58	0.03	0.61
10.10	2.02	1.84	0.90	0.58	0.03	0.61
10.70	2.14	1.95	0.95	0.58	0.03	0.61
*10.80	2.16	1.97	0.95	0.58	0.03	0.61
11.12	2.23	2.02	1.02	0.58	0.03	0.61
11.70	2.34	2.13	1.05	0.68	0.03	0.71
11.80	2.36	2.15	1.05	0.68	0.03	0.71
*12.14	2.43	2.21	1.10	0.68	0.03	0.71
12.30	2.46	2.24	1.10	0.68	0.03	0.71
12.58	2.52	2.28	1.15	0.73	0.03	0.76
12.60	2.52	2.29	1.15	0.73	0.03	0.76
13.20	2.64	2.40	1.20	0.73	0.03	0.76
13.21	2.65	2.40	1.21	0.73	0.03	0.76
13.80	2.76	2.51	1.25	0.78	0.03	0.81
14.10	2.82	2.56	1.30	0.81	0.06	0.87
*14.38	2.88	2.62	1.31	0.81	0.06	0.87
*15.28	3.06	2.78	1.39	0.91	0.06	0.97
15.60	3.12	2.84	1.40	0.91	0.06	0.97
15.70	3.14	2.85	1.45	0.91	0.06	0.97
*16.15	3.23	2.94	1.45	0.91	0.06	0.97
16.68	3.34	3.03	1.53	0.96	0.06	1.02
16.80	3.36	3.05	1.55	0.96	0.06	1.02
17.10	3.42	3.11	1.55	0.96	0.06	1.02
17.60	3.52	3.20	1.60	1.01	0.06	1.07
17.90	3.58	3.25	1.65	1.01	0.06	1.12
18.40	3.68	3.35	1.65	1.06	0.06	1.12
*18.44	3.69	3.36	1.68	1.06	0.06	1.12
18.50	3.70	3.37	1.65	1.06	0.06	1.12
19.50	3.90	3.55	1.75	1.11	0.06	1.17
20.50	4.10	3.73	1.85	1.16	0.06	1.22
*21.58	4.32	3.92	1.96	1.18	0.06	1.24
23.90	4.78	4.35	2.15	1.40	0.10	1.50
*25.20	5.04	4.58	2.29	1.40	0.10	1.50
27.60	5.52	5.02	2.50	1.50	0.10	1.60

*Kantoorwerknemers.

ANNEXURE A.

CONTRIBUTIONS TO THE BENEFIT FUND.

Column 1. Prescribed Weekly Wage.	Column 2. Sick Benefits per day. Daily Wage.			Column 3. Contribution by Employer.	Column 4. Contribution by Employee.	Column 5. Total Contrib.
	5 Day Week. 8 Hrs. 48 mins.	5½ Day Week.				
		8 Hrs.	4 Hrs.			
R	R	R	R	R	R	R
4.00	0.80	0.73	0.35	0.28	0.03	0.31
4.90	0.98	0.89	0.45	0.33	0.03	0.36
5.00	1.00	0.90	0.50	0.33	0.03	0.36
5.90	1.18	1.07	0.55	0.38	0.03	0.41
6.00	1.20	1.10	0.50	0.38	0.03	0.41
6.90	1.38	1.25	0.65	0.43	0.03	0.46
7.50	1.50	1.36	0.70	0.43	0.03	0.46
7.90	1.58	1.44	0.70	0.48	0.03	0.51
8.40	1.68	1.53	0.75	0.48	0.03	0.51
8.80	1.76	1.60	0.80	0.53	0.03	0.56
8.90	1.78	1.62	0.80	0.53	0.03	0.56
*9.00	1.80	1.64	0.82	0.53	0.03	0.56
9.27	1.86	1.68	0.87	0.53	0.03	0.56
9.80	1.96	1.78	0.90	0.58	0.03	0.61
9.90	1.98	1.80	0.90	0.58	0.03	0.61
10.10	2.02	1.84	0.90	0.58	0.03	0.61
10.70	2.14	1.95	0.95	0.58	0.03	0.61
*10.80	2.16	1.97	0.95	0.58	0.03	0.61
11.12	2.23	2.02	1.02	0.58	0.03	0.61
11.70	2.34	2.13	1.05	0.68	0.03	0.71
11.80	2.36	2.15	1.05	0.68	0.03	0.71
*12.14	2.43	2.21	1.10	0.68	0.03	0.71
12.30	2.46	2.24	1.10	0.68	0.03	0.71
12.58	2.52	2.28	1.15	0.73	0.03	0.76
12.60	2.52	2.29	1.15	0.73	0.03	0.76
13.20	2.64	2.40	1.20	0.73	0.03	0.76
13.21	2.65	2.40	1.21	0.73	0.03	0.76
13.80	2.76	2.51	1.25	0.78	0.03	0.81
14.10	2.82	2.56	1.30	0.81	0.06	0.87
*14.38	2.88	2.62	1.31	0.81	0.06	0.87
*15.28	3.06	2.78	1.39	0.91	0.06	0.97
15.60	3.12	2.84	1.40	0.91	0.06	0.97
15.70	3.14	2.85	1.45	0.91	0.06	0.97
*16.15	3.23	2.94	1.45	0.91	0.06	0.97
16.68	3.34	3.03	1.53	0.96	0.06	1.02
16.80	3.36	3.05	1.55	0.96	0.06	1.02
17.10	3.42	3.11	1.55	0.96	0.06	1.02
17.60	3.52	3.20	1.60	1.01	0.06	1.07
17.90	3.58	3.25	1.65	1.01	0.06	1.12
18.40	3.68	3.35	1.65	1.06	0.06	1.12
*18.44	3.69	3.36	1.68	1.06	0.06	1.12
18.50	3.70	3.37	1.65	1.06	0.06	1.12
19.50	3.90	3.55	1.75	1.11	0.06	1.17
20.50	4.10	3.73	1.85	1.16	0.06	1.22
*21.58	4.32	3.92	1.96	1.18	0.06	1.24
23.90	4.78	4.35	2.15	1.40	0.10	1.50
*25.20	5.04	4.58	2.29	1.40	0.10	1.50
27.60	5.52	5.02	2.50	1.50	0.10	1.60

*Office Employees.

No. R. 1697. 20 September 1968.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.
MEUBELNYWERHEID, NATAL.

Ek, Marais Viljoen, Minister van Arbeid—

(a) stel hierby kragtens artikel 54 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, en met ingang van die tweede Maandag na die datum

No. R. 1697. 20 September 1968.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

EXEMPTION FROM SICK LEAVE PROVISIONS.
FURNITURE MANUFACTURING INDUSTRY,
NATAL.

I, Marais Viljoen, Minister of Labour—

(a) in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, and with effect from the second Monday after the date

van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, alle werkgewers wat onderworpe is aan die bepalings van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1696 van 20 September 1968, vry van die vereistes van artikel 21A van genoemde Wet ten opsigte van werknemers wat ooreenkomstig genoemde Ooreenkoms op siektebesoldiging geregtig is; en

(b) trek hierby kragtens artikel 54 (2) van genoemde Wet Goewermmentskennisgewing No. R. 1220 van 12 Julie 1968 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

No. R. 1698. 20 September 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, NATAL.

INTREKKING VAN GOEWERMMENTS-KENNISGEWING.

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermmentskennisgewing No. R. 1221 van 12 Julie 1968 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

of publication of this notice and for the period ending 10 years from the said Monday, hereby exempt all employers who are subject to the provisions of the Agreement published under Government Notice No. R. 1696 of 20 September 1968, from the requirements of section 21A of the said Act in respect of employees who are entitled to sick pay in terms of the said Agreement; and

(b) in terms of section 54 (2) of the said Act, hereby cancel Government Notice No. R. 1220 of 12 July 1968 with effect from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

No. R. 1698. 20 September 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY.

CANCELLATION OF GOVERNMENT NOTICE.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice No. R. 1221 of 12 July 1968, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

INHOUD.

No.	BLADSY
Arbeid, Departement van GOEWERMMENTSKENNISGEWINGS	
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MONEY ORDER.

♦

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———*It's quicker!*

♦

CONSULT YOUR LOCAL POSTMASTER.