



REPUBLIC OF SOUTH AFRICA  
**GOVERNMENT GAZETTE**

**STAATSKOERANT**  
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2140

Registered at the Post Office as a Newspaper

PRICE 20c PRYS

OVERSEAS 30c OORSEE

POST FREE — POSVRY

REGULASIEKOERANT No. 2140

As 'n Nuisblad by die Poskantoor Geregistreer

Vol. 118]

PRETORIA, 18 APRIL 1975

[No. 4671

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 738

18 April 1975

**INDUSTRIAL CONCILIATION ACT, 1956**

**FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE.—PROVIDENT FUND, PENSION FUND, AND MORTALITY BENEFIT ASSOCIATION 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, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2 and 5 of Chapter I, clause 4 (1) (a) (i) of Chapter II, and Chapter III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three 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 the Orange Free State; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Orange Free State and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2 and 5 of Chapter I, clause 4 (1) (a) (i) of Chapter II, and Chapter III, 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.

34464—A

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 738

18 April 1975

**WET OP NYWERHEIDSVERSOENING, 1956**

**MEUBELNYWERHEID, ORANJE-VRYSTAAT.—VOORSORGFONDS-, PENSIOENFONDS EN STERFTEBYSTANDSVERENIGINGOOREENKOMS**

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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangeaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 5 van Hoofstuk I, klousule 4 (1) (a) (i) van Hoofstuk II en Hoofstuk III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie 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 die Oranje-Vrystaat; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 5 van Hoofstuk I, klousule 4 (1) (a) (i) van Hoofstuk II en Hoofstuk III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die provinsie die Oranje-Vrystaat *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4671—1

## SCHEDULE

**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE PROVIDENT FUND, PENSION FUND AND MORTALITY BENEFIT ASSOCIATION AGREEMENT**

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

Vereniging van Meubelfabrikante en Stoffeerdere O.V.S.

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

National Association of Furniture and Allied Workers of South Africa, and the

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State.

## CHAPTER I

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Province of the Orange Free State by all employers who are members of the employers' organisation and who are engaged in the Furniture Manufacturing Industry, and by all employees who are members of the trade union and who are employed in that Industry.

(2) Notwithstanding the provisions of subclause (1) the provisions of this Agreement—

(a) shall, only apply to employees for whom wages are prescribed in the Council's Main Agreement, and to the employers of such employees;

(b) shall, unless inconsistent with the terms of the Apprenticeship Act, 1944, or any contract entered into thereunder or any condition imposed in terms of the said Act, apply to apprentices.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in operation for three years or for such period as the Minister may determine.

## 3. DEFINITIONS

Unless the contrary appears, any expression used in this Agreement and which is defined in the Industrial Conciliation Act, 1956, or the Main Agreement shall have the same meaning as in that Act or Main Agreement; any reference to any act shall include any amendment to such act and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Association" means the Mortality Benefit Association for Furniture Workers of the Orange Free State provided for in Chapter IV of this Agreement;

"auditor" means a public accountant as defined in the Act;

"casual employee" means an employee who is employed by the same employer on not more than three days in any one week for the purpose of loading and/or off-loading and/or storing raw materials of any kind;

"Committee" or "Management Committee" for the purpose of the administration of the Fund means the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II and for the purpose of the administration of the Association means the Committee appointed by the Council in accordance with the provisions of clause 7 (1) of Chapter IV;

"contributions" means the money payable to the Fund in terms of clause 4 (1) of Chapter II;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State;

"dependant" means in relation to a member for the purposes of—

(a) Chapter II:

(i) His wife;

(ii) his widow;

(iii) his minor child or minor stepchild; or

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

## BYLAE

**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT**

**VOORSORGFONDS-, PENSIOENFONDS- EN STERFTE-BYSTANDSVRENIINGINGOOREENKOMS**

ingevoelge die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Vereniging van Meubelfabrikante en Stoffeerdere, O.V.S.

(hierna die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

National Association of Furniture and Allied Workers of South Africa, en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat.

## HOOFSTUK I

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die provinsie die Oranje-Vrystaat nagekom word deur alle werkgevers wat lede van die werkgeversorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werksaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone in die Hoofdooreenkoms van die Raad voorgeskryf word, en op die werkgevers van sodanige werknemers;

(b) op vakleerlinge van toepassing vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarvolgens aangegaan is of met 'n voorwaarde wat daarkragtens gestel is.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid kragtens artikel 48 van die Wet vasgestel word en bly van krag vir drie jaar of vir sodanige tydperk as wat deur hom bepaal word.

## 3. WOORDOMSKRYWING

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk word en waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, of in die Hoofdooreenkoms omskryf is, dieselfde betekenis as in daardie Wet of Hoofdooreenkoms; by alle verwysings na 'n Wet is ook alle wysigings van daardie Wet inbegrepe, en tensy strydig met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Vereniging" die Sterftebystandsvereniging vir Meubelmakers van die Oranje-Vrystaat waarvoor in Hoofstuk IV van hierdie Ooreenkoms voorsiening gemaak word;

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

"los werknemer" 'n werknemer wat by dieselfde werkgevers vir hoogstens drie dae in enige bepaalde week in diens is om grondstowwe van watter aard ook al op te laai en/of af te laai en/of op te berg;

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Fonds, die Komitee deur die Raad aangestel ingevolge klousule 2 (1) (a) van Hoofstuk II en vir doeleindes van die administrasie van die Vereniging, die Komitee deur die Raad aangestel ingevolge klousule 7 (1) van Hoofstuk IV;

"bydraes" die geld wat aan die Fonds ingevolge klousule 4 (1) van Hoofstuk II betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat;

"afhanklike", met betrekking tot 'n lid vir die toepassing van—

(a) Hoofstuk II:

(i) Sy vrou;

(ii) sy weduwee;

(iii) sy minderjarige kind of minderjarige stiefkind; of

(iv) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is, ingevolge hierdie paragraaf afdoende is;



(b) Chapter III: Persons admitted by the Pension Fund as dependants in accordance with the provisions in the rules of the Pension Fund;

(c) Chapter IV: Persons to whom mortality benefits are payable in terms of clause 5 (1);

"Fund" means the "Provident Fund for the Furniture Manufacturing Industry, Orange Free State", provided for in Chapter II of this Agreement;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday;

"Furniture Manufacturing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, 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 activities:

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

"Main Agreement" means the Agreement published under Government Notice R. 2206 of 10 December 1971, or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"member" means an employee who has been admitted as a member of the Provident Fund and/or Pension Fund and/or Mortality Benefit Association in terms of clause 3 of Chapter II, the regulations of the Pension Fund provided for in Chapter III and clause 3 of Chapter IV. The words "member" and "membership" shall have a corresponding meaning;

"old age" means the age of 60 years or over;

"ordinary wage" means for the purposes of clause 4 of Chapter II, the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, during any one week;

"pay-day" means Friday in each week, except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday;

"Pension Fund" means the Pension Fund as provided for in Chapter III;

"regulations" means the regulations of the Pension Fund;

"retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;

"rules" means the rules of the Fund and the Association made by the Council in terms of clause 2 (1) (b) of Chapter II and clause 8 (3) of Chapter IV, respectively, of this Agreement;

"Secretary" means the Secretary appointed in terms of clause 4 of this Chapter;

"subscriptions" means the amount of moneys diverted in terms of clause 4 (5) of Chapter II of this Agreement in accordance with clause 4 of Chapter IV to the Association;

"trustee(s)" means the trustee(s) appointed in terms of clause 7 of Chapter II and clause 10 of Chapter IV.

#### 4. ADMINISTRATION

The Council shall appoint an auditor, a secretary and staff on such terms and conditions as it may deem fit and may vary such appointments, arrange and provide for premises, office furniture and equipment for the administration of the Fund, and the Association.

#### 5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may

(b) Hoofstuk III: Persone deur die Pensioenfonds as afhanklikes toegelaat ingevolge die reëls daarvan; en

(c) Hoofstuk IV: Persone aan wie sterftevoordele kragtens klousule (5) (1) betaalbaar is;

"Fonds" die "Voorsorgfonds vir die Meubelnywerheid van die Oranje-Vrystaat, waarvoor in Hoofstuk II van hierdie Ooreenkoms voorsiening gemaak word;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking in enige opsig te beperk, die vervaardiging, of in die geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat o.a. ondergenoemde werksaamhede:

Heelmaak, stoffeer, herstoffeer, beits, spuit of poleer en/of herpoleer, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of heelmaak van kasveermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, hout-snywerk in verband met die vervaardiging en/of heelmaak van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, bespuiting en/of poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë, of teaters en kabinette vir musikinstrumente en radio- of draadloosstelle en omvat die vervaardiging van beddegoed wat omskryf en vertolk moet word as insluitende alle soorte matrasse, veermatrasse, bomatrasse, bedkussings, peule en stoelkussings en omvat die bedrywighede op enige persele waar houtdraai en/of hout-snywerk in verband met die vervaardiging van meubels gedoen word, en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met bedryfsinrigtings waar die vervaardiging van meubels of enige werk in verband met die finale voorbereiding van alle artikels of in die geheel of gedeeltelik, gedoen word, en die fineer van deure gemaak van reeplaagblokbord of laaghout, wat vir meubels gebruik word; maar uitgesonderd die vervaardiging van artikels hoofsaaklik van biesies, gras en/of rottang gemaak en die vervaardiging van metaalmeubels;

"Hoofdooreenkoms" die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 2206 van 10 Desember 1971 of enige daaropvolgende ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer is;

"lid" 'n werknemer wat toegelaat is as lid van die Voorsorgfonds en/of Pensioenfonds en/of Sterftebystandsvereniging ingevolge klousule 3 van Hoofstuk II, die reglement van die Pensioenfonds waarvoor daar in Hoofstuk III voorsiening gemaak is en klousule 3 van Hoofstuk IV. Die woorde "lid" en "Lidmaatskap" het 'n ooreenstemmende betekenis;

"hoë ouderdom" die leeftyd van 60 jaar of ouer;

"gewone loon", vir die toepassing van klousule 4 van Hoofstuk II, die loon gebaseer op 'n werknemer se verdienste en betaalbaar as hy 44 uur, uitgesonderd oortyd, gedurende enige bepaalde week gewerk het;

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag vóór Vrydag is;

"Pensioenfonds" die Pensioenfonds waarvoor daar in Hoofstuk III voorsiening gemaak is;

"reglement" die regulasies van die Pensioenfonds;

"aftrede" permanente aftrede uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom en het "aftree" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds en die Vereniging deur die Raad gemaak ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II en klousule 8 (3) van Hoofstuk IV van hierdie Ooreenkoms;

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

"ledegeld" die geld oorgedra ingevolge klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms ooreenkomstig klousule 4 van Hoofstuk IV aan die Vereniging;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 7 van Hoofstuk II en klousule 10 van Hoofstuk IV.

#### 4. ADMINISTRASIE

Die Raad moet 'n ouditeur, 'n sekretaris en personeel aanstel op sodanige grondslag en voorwaardes as wat hy geskik ag en hy kan sodanige aanstellings verander, reëlings tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Fonds, en die Vereniging.

#### 5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige dokumente, boeke, loonstate, loonkoeverte en loonkaartjies te ondersoek en om sodanige

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 as the agents referred to above, for so long as contributions are due to the Fund, or Association by members and employers.

## 6. EXEMPTIONS

(1) The Management Committee may grant exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees.

(2) The Management Committee shall fix in respect of any employer or person granted exemption under the provisions of subclause (1) above the conditions, if any, subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee may, if it deems fit, after giving three months notice, in writing, to the employer or employee concerned, withdraw or vary any certificate or exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary shall issue to every employer/employee granted exemption in accordance with the provisions of this clause a certificate signed by him setting out—

(a) the full name of the employer/employee concerned;  
(b) the provision of the Agreement from which exemption is granted;

(c) the conditions, if any, fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted, and

(d) the period during which the exemption shall operate.

(4) The Secretary shall—

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

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

## 7. INDEMNITY

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

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

## 8. GENERAL PROVISIONS

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

Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

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

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestrated, or assigned, the benefit to which such member or dependant is entitled shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund or the Association, 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.

## CHAPTER II

### THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, O.F.S.

#### 1. ESTABLISHMENT OF THE PROVIDENT FUND

(1) The Provident Fund for the Furniture Manufacturing Industry, O.F.S., is hereby established.

individue te ondervra as wat nodig is met die doel om vas te stel of hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee magtig om een of meer agente aan te stel, bekleed met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente wat hierbo gemeld word, vir solank bydraes deur lede en werkgewers aan die Fonds of Vereniging verskuldig is.

## 6. VRYSTELLINGS

(1) Die Bestuurskomitee kan vrystelling verleen van enige van of al die bepalings van hierdie Ooreenkoms ten opsigte van 'n werkgewer en/of meer van sy werknemers.

(2) Die Bestuurskomitee moet, ten opsigte van enige werkgewer of persoon aan wie vrystelling ingevolge subklousule (1) hierbo verleen is, die voorwaardes, as daar is, vasstel waarop sodanige vrystelling verleen word en die tydperk wat sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee indien hy dit gerade ag, nadat hy drie maande skriftelik kennis aan die betrokke werkgewer of werknemer gegee het, enige vrystellingsertifikaat kan intrek of wysig, ongeag of die tydperk waarvoor vrystelling verleen was, verstryk het of nie.

(3) Die Sekretaris moet aan elke werkgewer/werknemer aan wie vrystelling ingevolge hierdie klousule verleen word, 'n sertifikaat onder sy handtekening uitreik waarin hy die volgende besonderhede vermeld:

(a) Die naam van die betrokke werkgewer/werknemer voluit;  
(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan waarop sodanige vrystelling verleen word; en  
(d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris moet—

(a) alle uitgereikte sertifikate in volgorde nommer;  
(b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en

(c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer/werknemer moet die bepalings van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

## 7. VRYWARING

(1) Die lede van die Raad, die lede van die Komitee en die beamptes van die Fonds of Vereniging word nie verantwoordelik gehou vir enige handeling wat tot 'n verlies vir die Fonds of Vereniging kan lei nie, indien sodanige handeling te goeder trou verrig is, en hulle is ook nie aanspreeklik vir die skulde en laste van die Fonds of Vereniging nie, en hulle word hierby gevrywaar deur die Fonds en die Vereniging teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

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

## 8. ALGEMENE BEPALINGS

(1) Enige bystand, reg of belang waarop 'n lid van die Fonds, of Vereniging na hy beweer ingevolge hierdie Ooreenkoms geregtig is, mag nie gebruik word as grond vir skadevergoeding in enige geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie.

Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werkgewer om die diens van sodanige lid te beëindig nie.

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

(3) Behoudens die Insolvensiewet, 1936, of enige wet, maak die bystand waarop 'n lid of afhanklike geregtig is, by sekwestrasie of afstanddoening van sy boedel nie deel van die bates van sy insolvente of afgestane boedel uit nie, maar val dit toe aan die Fonds of die Vereniging, na gelang van die geval, en die betrokke Komitee kan daarvoor beskik op 'n wyse wat, na die mening van die Komitee, daarop gereken is om sodanige lid of afhanklike te bevoordeel.

## HOOFSTUK II

### VOORSORGFONDS VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT

#### 1. INSTELLING VAN DIE VOORSORGFONDS

(1) Die Voorsorgfonds vir die Meubelnywerheid van die Oranje-Vrystaat word hierby ingestel.



## (2) The Fund shall consist of—

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

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

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

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

## 2. ADMINISTRATION OF THE FUND

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

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules or any amendment thereof shall be transmitted to the Secretary for Labour.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, in existence, a trustee may be appointed as provided for in clause 7 of this Chapter.

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

(3) As soon as possible after 28 February in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 28 February and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and countersigned by the Chairman of the Committee.

The certified account and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby, be transmitted to the Secretary for Labour, the employers' organisation and the trade unions.

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

(5) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for decision.

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

(a) savings accounts, permanent shares or fixed deposits with registered building societies or banks; and/or

(b) Post Office savings accounts or certificates; and/or

(c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Supply Commission; and/or

(d) National Savings Certificates; or

(e) any other manner approved by the Registrar.

## 3. MEMBERSHIP

(1) Membership of the Fund shall consist of—

(a) all employees, other than casual employees, in the Industry for whom minimum wages are prescribed in the Main Agreement and apprentices;

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

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

## (2) Die Fonds bestaan uit—

(a) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min enige bedrae wat ingevolge klousule 4 (5) van hierdie Hoofstuk oorgedra moet word;

(b) rente wat verkry word uit die belëgging van enige geld van die Fonds;

(c) alle geld waarmee individuele lede ingevolge klousule 6 van hierdie Hoofstuk gekrediteer word;

(d) enige ander geld waarop die Fonds uit hoofde van hierdie Ooreenkoms of om enige ander rede geregtig word, of wat aan die Fonds geskenk mag word.

## 2. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertreterwoordigers en drie werknemervertreterwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertreterwoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en Ondervoorsitter van die Raad is Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad het die bevoegdheid om sy eie reglement vir die Komitee voor te skryf, te verander en te wysig en om reëls wat die administrasie van die Fonds beheer, te maak, te wysig en te verander: Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of met enige ander wet mag wees nie. 'n Kopie van die reëls of enige wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.

(c) Ingeval die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad hierdie pligte waarnem en sy bevoegdheid uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid bestaan nie, kan 'n trustee aangestel word soos in klousule 7 van hierdie Hoofstuk bepaal.

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

(3) So spoedig doenlik ná 28 Februarie elke jaar moet die Komitee 'n rekening opstel van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 28 Februarie, asook 'n staat wat die Fonds se bates en laste toon, en dit deur die ouditeur gesertifiseer en deur die voorsitter van die Komitee medeonderteken moet word. Die gesertifiseerde rekening en staat en enige verslag daaroor wat deur die ouditeur opgestel word, moet daarna op die kantoor van die Raad ter insae lê, 'n afskrifte daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid, die werkgewersorganisasie en die vakverenigings gestuur word.

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

(5) Indien 'n geskil te eniger tyd ontstaan aangaande die administrasie van die Fonds waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak na die Raad vir beslissing verwys word.

(6) Enige geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

(a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe of banke; en/of

(b) Poskantoor spaarrekenings of -sertifikate; en/of

(c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede, en/of die Elektrisiteitsvoorsieningskommissie; en/of

(d) Nasionale Spaarsertifikate; of op

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

## 3. LIDMAATSKAP

(1) Die lede van die Fonds bestaan—

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

(b) behoudens die goedkeuring van die Komitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in klousule 4 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ingevolge klousule 5 van hierdie Hoofstuk ontvang het.

## 4. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b), every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the ordinary wages of each and every member in his employ—

(i) in the case of employees who, in terms of the regulations concluded with SANLAM, become members of the Pension Fund for the Furniture Manufacturing Industry of the Orange Free State, as referred to in Chapter III, 5 per cent of the ordinary wage;

(ii) in the case of employees who are not members of the Pension Fund referred to in Chapter III, 2½ per cent of the ordinary wage.

To the amounts so deducted the employer shall add a similar amount.

(b) Notwithstanding anything to the contrary in this Agreement, should a member work for only one day or less during any one Fund week, no contributions shall be made.

(c) Deductions shall be made from wages received by a member for periods of paid leave of absence from work and paid holidays as though the member concerned was present at work in the normal way during any period of employment other than during the period of annual closure specified in the Main Agreement.

(2) (a) The employer shall forward monthly the total contributions referred to in subclause (1), together with a return in the form prescribed by the Council from time to time, to reach the Secretary not later than the 10th day of the month following the month during which the member's deductions were required to be made.

(b) If not already furnished in respect of present employees, then in respect of such employees and ever a new employee enters the Industry, the first return referred to in paragraph (a) following the date upon which such employee became eligible for membership of the Fund shall be accompanied by a schedule reflecting the full names of the employee, as well as such employee's address, identity number and the address and identity number, where available, of the member's dependant(s) and/or any other information as may be required by the Committee from time to time.

(c) Every member if he has not already done so but in any event upon joining the Fund shall advise his employer of his address and identity number and the address and identity number, where available, of his dependant(s). Every member shall furnish his employer with any change of address of dependant(s) and every employer shall advise the Secretary thereof in writing.

(3) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

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

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

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

(5) (a) From the weekly contributions received from the employee and his employer, there shall be diverted from the Fund to—

(i) the Pension Fund embodied in Chapter III of this Agreement such contributions as are prescribed in clause 1 of Chapter III of this Agreement;

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

(b) Notwithstanding the fact that contributions may not be made because of absence through illness or unemployment, diversions shall nevertheless be made up to a period of six months.

## 5. BENEFITS

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

(a) twenty-four consecutive months after having left the Industry and upon production of written proof satisfactory to the Committee that the member was engaged outside the Industry for a period of not less than 24 consecutive months: Provided that the Committee may, in exceptional circumstances and in its sole discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently; and

## 4. BYDRAES

(1) (a) Behoudens paragraaf (b), moet elke werkgewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarna op elke betaaldag van elke Fondsweek, van die gewone loon van elke en iedere lid in sy diens die bedrag aftrek wat—

(i) in die geval van werknemers wat, ingevolge die reglement wat met SANLAM aangegaan is, lede word van die Pensioenfonds vir die Meubelnywerheid van die Oranje-Vrystaat, waarna in Hoofstuk III verwys word; vyf persent van die gewone loon;

(ii) in die geval van werknemers wat nie lede van die Pensioen Fonds vir die Meubelnywerheid van die Oranje-Vrystaat is nie; twee en 'n half persent van die gewone loon.

By die bedrag aldus afgetrek, moet die werkgewer 'n soortgelyke bedrag voeg:

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet geen bydraes betaal word as 'n lid slegs een dag of minder gedurende enige Fondsweek werk nie.

(c) Aftrekkings moet gedoen word van die loon wat 'n lid ontvang vir tydperke van afwesigheidsverlof met besoldiging asook vir vakansie met besoldiging asof die betrokke lid by sy werk aanwesig was op die normale manier gedurende enige tydperk van diens, behalwe gedurende die tydperk van die jaarlikse sluiting wat in die Hoofdooreenkoms gespesifiseer word.

(2) (a) Die werkgewer moet maandeliks die totale bydraes wat in subklousule (1) gemeld word, tesame met 'n opgawe in die vorm wat deur die Raad van tyd tot tyd voorgeskryf word, aanstuur sodat dit die Sekretaris bereik voor of op die 10de dag van die maand wat volg op die maand waarin aftrekkings van die lid se loon gedoen moes word.

(b) As dit nog nie ten opsigte van huidige werknemers gedoen is nie, dan in geval van sodanige werknemers en ook wanneer 'n nuwe werknemer tot die Nywerheid toetree, moet die eerste opgawe, in paragraaf (a) bedoel, wat volg op die datum waarop sodanige werknemer vir lidmaatskap van die Fonds gekwalifiseer het, vergesel gaan van 'n bylae wat die name van die werknemer voluit aangee, asook sodanige werknemer se adres en identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van die lid se afhanklike(s) en/of enige ander inligting wat die Komitee van tyd tot tyd nodig het.

(c) Elke lid moet as hy dit nog nie reeds gedoen het nie maar in iedere geval wanneer hy by die Fonds aansluit, sy werkgewer in kennis stel van sy adres en identiteitsnommer en die adres en identiteitsnommer, as dit beskikbaar is, van sy afhanklike(s). Elke lid moet sy werkgewer verwittig van enige adresverandering van sy afhanklike(s) en elke werkgewer moet die Sekretaris skriftelik daarvan kennis gee.

(3) As daar per abuis 'n bydrae tot die Fonds gedoen word, is die Fonds nie daarvoor aanspreeklik om dié bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(4) Wanneer enige bystand per abuis aan 'n lid betaal is omdat sodanige lid betalings aan die Fonds gedoen het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

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

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

(5) (a) Van die weeklikse bydrae ontvang van die werknemer en van sy werkgewer moet daar van die Fonds—

(i) aan die Pensioenfonds soos beliggaam in Hoofstuk III van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 1 van Hoofstuk III van hierdie Ooreenkoms voorgeskryf word;

(ii) aan die Sterftebystandsvereniging soos beliggaam in Hoofstuk IV van hierdie Ooreenkoms, sodanige ledegeld oordra as wat in klousule 4 van Hoofstuk IV van hierdie Ooreenkoms voorgeskryf word.

(b) Ondanks die feit dat bydraes as gevolg van afwesigheid weens siekte of werkloosheid nie gedoen mag word nie, moet oordragte nogtans vir 'n tydperk van hoogstens ses maande gemaak word.

## 5. BYSTAND

(1) 'n Lid is soos volg geregtig op die betaling van die bystand wat vir hom ingevolge hierdie Hoofstuk opgeleef het—

(a) vier-en-twintig agtereenvolgende maande nadat hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Komitee daarvan oortuig dat die lid buite die Nywerheid vir minstens 24 agtereenvolgende maande gewerk het: Met dien verstande dat die Komitee, onder buitengewone omstandighede en uitsluitlik na eie goedvinde, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het; en



(b) upon retirement from the Industry owing to—

(i) old age; or

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

(2) (a) Subject to the provisions of clause 4 of this Chapter a member referred to in subclause (1) (a) shall be entitled to the following benefits:

(i) If he has been a member for a period not exceeding five years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(ii) if he has been a member for a period in excess of five years but not exceeding 10 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iii) if he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of the member;

(iv) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions, plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (iv): Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.

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

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

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

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

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

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and the fact that the benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Committee shall insert an advertisement in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, and the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection by the dependant(s) at an address specified by the Committee.

(e) If within a year and a day from the date of the last insertion of such advertisement as specified in paragraph (d), the dependant(s) fail to claim the benefits due to them it shall be assumed that there are no dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom, of

(ii) ongeskiktheid, swak gesondheid of swakheid as 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gelewer het wat die Komitee tevrede stel.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk is 'n lid wat in subklousule (1) (a) gemeld word, eregtig op ondervermelde bystand:

(i) As hy hoogstens vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 50 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(ii) as hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 60 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(iii) as hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 75 persent van die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is;

(iv) as hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus enige rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus die totale som van die werkgever se bydraes en rente waarmee dié lid gekrediteer is.

(b) 'n Lid wat in subklousule (1) (b) bedoel word, moet, behoudens klousule 4 (5) van hierdie Hoofstuk, die bystand betaal word wat in subklousule (2) (a) (iv) voorgeskryf word: Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgelê word.

(3) (a) Aansoek om bystand moet skriftelik gedoen word in die vorm wat deur die Komitee voorgeskryf word.

(b) Wanneer 'n lid na die Nywerheid terugkeer voordat betaling gedoen is op 'n aansoek om onttrekking van bystand, vervalt die aansoek outomaties en word bydraes onmiddellik hervat.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het, word die saldo van die werkgever se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 1 (2) (d) van hierdie Hoofstuk geregtig geword het.

(4) (a) By bewyslewering, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, betaal die Fonds aan die afhanklike(s) 'n bedrag gelyk aan die totale bedrag van sy eie en die werkgever se bydraes wat ten opsigte van sodanige lid bygedra is, plus rente en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die gestorwe lid geen eis teen die Fonds nie.

(b) As die afhanklike 'n minderjarige is, moet die Komitee aan sodanige minderjarige se wetlike voog die bystand betaal wat ten bate van die minderjarige gebruik moet word.

(c) Elke werkgever moet die Sekretaris verwittig van die dood van enige lid in sy diens. Die Sekretaris moet, so gou moontlik, nadat hy inligting uit enige bron ontvang het van die dood van 'n lid, die afhanklike daarvan in kennis stel per brief of omsendbrief waarin die jongs bekende werkplek van die oorlede bydraer gemeld word, asook die feit dat bystand opgeëis kan word by 'n adres wat die Bestuurskomitee uitdruklik meld.

(d) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie, in albei amptelike tale, plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die laas bekende werkplek van die oorlede lid en die bekende naam/nam van afhanklikes en hul jongs bekende adresse genoem word asook die feit dat bystand beskikbaar is vir opvordering deur die afhanklike(s) by 'n adres wat die Komitee uitdruklik meld.

(e) As die afhanklike(s) binne 'n jaar en 'n dag na die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) gespesifiseer, versuim om die bystand wat aan hulle verskuldig is, op te eis, moet veronderstel word dat daar geen afhanklike(s) is nie en moet sodanige bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig

become entitled in terms of clause 1 (2) (d) of this Chapter, for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled in its entire and absolute discretion, to make payments to the dependants concerned out of the moneys which have reverted to the Fund.

(5) If a member has received a benefit to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may, in its discretion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(6) Save as is provided in this clause, no benefit or right to benefit shall be capable of being ceded, transferred, assigned or otherwise made over, or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf, be liable to be attached or be subject to any form of execution under a judgment or order of a court of law.

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

(8) (a) If any benefit due and payable, other than benefits due and payable to dependants in terms of subclause (4) of this clause, is not claimed within two years from the due date thereof, the Committee shall, after the expiration of the two-year period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available at the offices of the Council for scrutiny by members or the dependants of such members who had left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule and calling upon such member or his dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claim is received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefits due to the member, as it may deem fit: Provided that such payments shall be made to dependants in the order of preference contained in the definition of "dependant" as defined in clause 3 of Chapter I of this Agreement.

(b) Should no claim have been received from a member or his dependants within the period of three months, the Fund shall supply the trade unions with copies of the schedule of such unclaimed moneys. The trade unions shall within a further period of three months try to trace the members or dependants where known. Should no claim have been received from a member or his dependants within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a), the benefit shall be forfeited to the Fund as moneys which the Fund has become entitled to in terms of clause 1 (2) (d) of this Chapter for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years from the date of termination of services of a member in the Industry, be entitled in its entire and absolute discretion, to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund.

## 6. INTEREST AND BONUSES

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

(a) the expenses of the administration of the Fund up to and including 28 February of that year;

(b) any interest credited to members who received benefits during that year; and

geword het ingevolge klousule 1 (2) (d) van hierdie Hoofstuk, ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Komitee, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na sy eie uitsluitlike en absolute goedvinde bedrae aan die betrokke afhanklikes te betaal uit die geld wat aan die Fonds teruggeval het.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos uiteengesit in klousule 4 (4) van hierdie Hoofstuk nie, is hy daarvoor aanspreeklik om die bedrag van die bystand aldus ontvang, aan die Fonds terug te betaal: Met dien verstande dat as die Komitee dit in enige besondere geval onbillyk ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goedvinde die terugbetaling van enige kleiner bedrag kan eis of die lid die hele bedrag kwytsteld.

(6) Behoudens hierdie klousule mag geen bystand of reg op bystand gesedeer, oorgedra, afgestaan of andersins oorgemaak word nie, of verpand of verhipoteker word nie, en geen bydrae deur 'n lid of namens 'n lid gedoen, is vatbaar vir beslaglegging of onderworpe aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n gereghof nie.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van enige lid of sy afhanklike(s) om skadeloosstelling of skadevergoeding te eis ten opsigte van werkmans wat beseer is, of wat sterf as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy diens nie, en die bedrag betaalbaar ingevolge hierdie subklousule mag nie verminder word vanweë enige betaling wat as gevolg van sodanige eis gedoen mag word nie.

(8) (a) As enige bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) van hierdie klousule, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Komitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaie wat in die Republiek van Suid-Afrika in omloop is en in sodanige advertensie moet gemeld word dat 'n lys op die kantoor van die Raad ter insae lê van lede of die afhanklikes van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsydraes wat op die lys verskyn, en moet sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande na die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, sodanige bedrae betaal as wat hy goedvind maar hoogstens die volle bystand wat aan die lid verskuldig is: Met dien verstande dat sodanige betaling gedoen moet word aan afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I van hierdie Ooreenkoms.

(b) As geen eis binne die tydperk van drie maande van 'n lid of sy afhanklikes ontvang is nie, moet die Fonds afskrifte van die lys van sodanige onopgeëiste bedrae aan die vakunies verskaf en die vakunies moet binne 'n verdere tydperk van drie maande die lede of afhanklikes, indien bekend, probeer opspoor. As geen eis binne 'n tydperk van ses maande na die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) van 'n lid of sy afhanklikes ontvang is nie, word die bystand aan die Fonds verbeur as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (d) van hierdie Hoofstuk ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar na die datum van beëindiging van die diens van 'n lid in die Nywerheid die bevoegdheid het om na sy uitsluitlike en absolute goedvinde bedrae te betaal aan die betrokke lid of begunstigdes uit die geld wat aan die Fonds teruggeval het.

## 6. RENTE EN BONUSSE

(1) Op 28 Februarie elke jaar, moet die surplus (as daar een is) verkry word deur die totale bedrag van—

(a) die uitgawes van die administrasie van die Fonds tot en met 28 Februarie van daardie jaar;

(b) enige rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en



(c) such moneys as are referred to in subclause (4);  
from the sum of the following accruals during the previous year:

- (i) Interest from investments;
- (ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;
- (iii) any moneys referred to in clause 1 (2) (d) of this Chapter; and
- (iv) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in subclause (1), every member shall be entitled to interest on the amount standing to his credit and the amount in the Fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Committee.

(3) (a) If, in the opinion of the Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) from the surplus referred to in the said subclause the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amounts standing to the credit in the Fund of members' own contribution accounts as at 28 February. The percentage thus ascertained shall thereupon be multiplied by the total amount standing to the credit of the member's own contribution account and the figures so obtained shall be his bonus.

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

(c) For the purposes of this clause every member of the Fund shall receive interest and bonuses, in terms of subclauses (2) and (3), irrespective of whether the amount standing to his account has become due and payable, or is subject to an application for withdrawal, or is subject to any of the procedures prescribed for the invitation of claims, or forfeiture.

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3) respectively, and in the event of these benefits becoming due and payable, and upon payment of such benefits before the next succeeding 28 February, a member shall be entitled to interest from 28 February, immediately prior to the date of payment, to such date of payment. The rate of interest shall be the rate determined by the Committee in terms of subclause (2) of this clause.

(4) The Committee shall re-instate 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.

## 7. EXPIRATION OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION OF FUND

(1) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, and no subsequent agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiration of this Agreement, the Fund shall be liquidated by the Committee which in the meantime shall be responsible for the administration of the Fund. In the event of the Fund being transferred in terms of this subclause—

(a) the benefits due to members of the 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 Fund who may be precluded from becoming a member of the new fund, shall be paid out his full benefits as if he had retired from the Industry.

(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 is binding in terms of the proviso to section 34 (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 section. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry 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

(c) sodanige bedrae as wat in subklousule (4) gemeld word; af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeleë het, naamlik:

- (i) Rente uit beleggings;
- (ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;
- (iii) alle geld in klousule 1 (2) (d) van hierdie Hoofstuk gemeld; en
- (iv) enige saldo oorgebring na die toewysing van rente en bonusse.

(2) Ingeval 'n surplus verkry word op die wyse voorgeskryf in subklousule (1) is elke lid geregtig op rente op die bedrag wat in sy krediet staan, en die bedrag in die Fonds wat in die krediet van sy werkgever staan, moet met 'n gelyke bedrag aan rente verhoog word. Die rentekoers moet deur die Komitee vasgestel word.

(3) (a) As daar, na die mening van die Komitee, 'n groot genoeg saldo oorbly nadat die totale bedrag aan rente, gekrediteer ingevolge subklousule (2), afgetrek is van die surplus gemeld in genoemde subklousule, moet die bedrag wat in die krediet van die lid staan, verhoog word by wyse van 'n bonus wat op die volgende wyse bereken word:

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

(b) Die Komitee het die reg om die persentasie gemeld in paragraaf (a) vir berekeningsdoeleindes te verminder tot die naaste gerieflike persentasie en/of breuk daarvan en om enige saldo wat oorbly na die toewysing van bonusse, na die volgende jaar oor te dra.

(c) Vir die toepassing van hierdie klousule ontvang elke lid van die Fonds rente en bonusse ooreenkomstig subklousules (2) en (3) ongeag of die bedrag wat in sy rekening staan, verskuldig geword het en betaalbaar is of onderworpe is aan 'n aansoek om onttrekking, of onderworpe is aan enigeen van die prosedures voorgeskryf vir aansoeke om eise of verbeuring.

(d) Na die toewysing van rente en bonusse ingevolge onderskeidelik subklousules (2) en (3) van hierdie klousule, en ingeval hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand vóór die eerstvolgende 28 Februarie, is 'n lid geregtig op rente vanaf 28 Februarie, onmiddellik vóór die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2) van hierdie klousule.

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

## 7. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE VAN DIE FONDS

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of beëindiging om enige ander rede en geen daaropvolgende ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Fonds voort te sit nie of indien die Fonds nie binne 12 maande na genoemde datum van verstryking deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwdeer word deur die Komitee wat intussen vir die administrasie van die Fonds verantwoordelik is. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) word die bystand wat op die datum van sodanige oordrag aan lede van die Fonds verskuldig is, op generlei wyse verminder as gevolg van die oordrag nie; en

(b) word enige lid van die Fonds wat nie lid van die nuwe fonds kan word nie, sy volle bystand betaal asof hy die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, word die Fonds steeds geadmineistreer deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie artikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgevers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgever- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat

which renders the administration of the Fund impracticable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence the Fund shall be liquidated upon the expiration of the Agreement by the Committee or the trustees, as the case may be.

(3) Any vacancy occurring on the board of trustees as constituted in subclause (2) shall be filled in the same manner provided for in that subclause.

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

(5) Upon liquidation of the Fund in terms of subclause (1) or (2), the Committee, liquidator or the trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the Fund;

(c) 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 6 of this Chapter; and

(d) after this final allocation in terms of paragraph (c), pay the amounts standing to the credit of the members' accounts to such members as though they had left the Industry upon retirement.

6. Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited: Provided however, that the Management Committee shall in the event of a claim being received within a period of three years from such date, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited, whereafter such moneys shall be paid to the trade unions, in proportion to the amount of contributions diverted in respect of members of each union, to assist them in the re-establishment of a Provident Fund. Should the trade unions no longer be in existence, then the moneys to be paid over to them in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade unions.

Upon liquidation of the Fund, any moneys not having been contributed by members of the trade unions and remaining to the credit of the Fund, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

### CHAPTER III

#### PENSION FUND FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE

1. The Council having been notified of the existence of the Pension Fund for the Furniture Manufacturing Industry of the Orange Free State (hereinafter referred to as the "Pension Fund"), is hereby authorised, and agrees, in order to fulfil the purposes of the Pension Fund as set out in the regulations concluded with SANLAM, to divert the contributions in accordance with the provisions of clause 4 (5) of Chapter II of this Agreement, being the amounts set out hereunder:

(a) In the case of members of the Pension Fund who earn 88c or more per hour; R6 per month from the employees' contributions and R6 per month from the employers' contributions;

(b) in the case of members of the Pension Fund who earn less than 88c per hour; R3 per month from the employees' contributions and R3 per month from the employers' contributions;

(c) such additional amount as the member himself may decide upon.

2. The Council shall, before the end of the month within which the contributions have to be paid to it, pay the total amount received in terms of clause 1 (a) and (b) to the Pension Fund, less any amount in respect of collection fees upon which the Pension Fund and the Council may mutually agree,

die administrasie van die Fonds na die mening van die Registrateur, onuitvoerbaar maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwideer word.

(3) Enige vakature wat ontstaan in die raad van trustees saamgestel kragtens subklousule (2) word gevul op dieselfde wyse as dié wat in daardie subklousule bepaal word.

(4) Die trustees moet uit die Fonds die redelike gelde betaal word waaroor hulle en die Registrateur ooreenkom.

(5) By likwidierung van die Fonds ingevolge subklousule (1) of (2) moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Fonds in kontantfondse om te sit wat dan binne 30 dae as onmiddellik opeisbare kontant belê moet word;

(b) alle krediteure, administrasie- en likwidasiekoste uit die Fonds betaal;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van hierdie Hoofstuk; en

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c), die bedrae wat in die kredit van lede se rekenings staan, aan sodanige lede betaal asof hulle die Nywerheid met aftrede verlaat het.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, word enige bystand verbeur, waarop lede ingevolge subklousule (5) (d) geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie: Met dien verstande egter dat die Bestuurskomitee bevoeg is om, ingeval 'n eis binne 'n tydperk van drie jaar na sodanige datum ontvang word, na sy uitsluitlike en absolute goedvinde aan die betrokke begunstigdes betalings te doen uit die geld wat verbeur is, en dat sodanige geld daarna aan die vakunies betaal moet word, in verhouding tot die bedrag aan bydraes wat ten opsigte van lede van elke unie oorgedra is, ten einde hulle met die herinstelling van 'n Voorsorgfonds te help. As die vakunies nie meer bestaan nie, moet daar met die gelde wat ingevolge hierdie subartikel aan hulle oorbetal moet word ooreenkomstig artikel 13 van die Wet gehandel word as sou dit deel van die bates van die vakunies uitgemaak het.

By die likwidierung van die Fonds moet enige geld wat nie deur lede van die vakunies bygedra is nie en wat in die kredit van die Fonds staan, in die algemene fondse van die Raad inbetaal word en as die sake van die Raad reeds berekder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos by artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitgemaak het.

### HOOFSTUK III

#### PENSIOENFONDS VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT

1. Nademaal die Raad in kennis gestel is van die bestaan van die Pensioenfonds vir die Meubelnywerheid van die Oranje-Vrystaat (hierna die "Pensioenfonds" genoem) word hy hierby gemagtig en onderneem hy om, ten einde die doelstellings van die Pensioenfonds soos uiteengesit in die reglement met SANLAM aangegaan, te verwesenlik, die bydraes ooreenkomstig klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms oor te dra, synde die bedrae hieronder uiteengesit, naamlik:

(a) In die geval van lede van die Pensioenfonds wat 88c meer per uur verdien: R6 per maand uit die bydraes van die werknemers en R6 per maand uit die bydraes van die werkgewers;

(b) in die geval van lede van die Pensioenfonds wat minder as 88c per uur verdien: R3 per maand uit die bydraes van die werknemers en R3 per maand uit die bydraes van die werkgewers;

(c) sodanige bykomende bedrag as wat die lid self mag bepaal.

2. Die Raad moet voor die einde van die maand waarin die bydraes aan hom betaal moet word die totale bedrag aldus ontvang ooreenkomstig klousule 1 (a) en (b) aan die Pensioenfonds oorbetal, min enige bedrag ten opsigte van invorderingsgelde waarop onderling deur die pensioenfonds en die Raad besluit mag word.



## CHAPTER IV

## MORTALITY BENEFIT ASSOCIATION FOR FURNITURE WORKERS OF THE ORANGE FREE STATE

## 1. ESTABLISHMENT OF THE MORTALITY BENEFIT ASSOCIATION

(1) The Association known as the Mortality Benefit Association for Furniture Workers of the Orange Free State is hereby established.

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

- (a) the subscriptions diverted to the Association in terms of clause 4 (5) of Chapter II of this Agreement;
- (b) interest derived from the investment of any moneys of the Association; and
- (c) any other moneys to which the Association may become entitled or which may be donated to the Association.

## 2. OBJECTS

The objects of the Association shall be to provide the benefits prescribed in clause 5 on the death of members or their wives (or husbands) or children.

## 3. MEMBERSHIP

(1) Membership of the Association shall be compulsory for all employees in the Furniture Manufacturing Industry of the Orange Free State except for employees who are members of the Pension Fund referred to in Chapter III.

(2) Subject to the provisions of subclause (3), membership of the Association shall cease—

- (a) immediately there is a cessation of contributions in respect of such member; or
- (b) when a member severs his connection with the Industry and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 5 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2), membership shall not cease where the cessation of contributions is occasioned by the inability of the member to work because of ill-health.

## 4. SUBSCRIPTIONS

The subscriptions payable in respect of each member shall be 16c per week and shall—

- in respect of a member referred to in clause 3 (1) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) from the contributions prescribed in clause 4 (1) of Chapter II of this Agreement.

## 5. MORTALITY BENEFITS

(1) Upon the death of a member and subject to the provisions of clause 6 of this Chapter the mortality benefit payable to a dependant shall be—

|                                                       | R      |
|-------------------------------------------------------|--------|
| (a) on the death of a member.....                     | 200,00 |
| (b) on the death of a member's spouse.....            | 100,00 |
| (c) on the death of a member's minor unmarried child: |        |
| Stillborn and under 3 weeks.....                      | 15,00  |
| 3 weeks but under 3 years.....                        | 20,00  |
| 3 years but under 6 years.....                        | 30,00  |
| 6 years but under 10 years.....                       | 40,00  |
| 10 years but under 16 years.....                      | 50,00  |
| 16 years to 21 years.....                             | 60,00  |

(2) Should a deceased member have no dependants, the Committee may, in its discretion, consider an application for an *ex gratia* payment in respect of burial costs of such deceased member: Provided that, should the Committee decide to make such payment, it shall not exceed the amount of R50,00. The Committee's decision in regard to such application shall be final.

## 6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefore is made within a period of six months from the date of death of the member concerned or within such longer period (not exceeding one year from the date of death of the member concerned) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Association for the benefit of the remaining members and there shall thereafter be no further claim against the Association.

(2) The Association shall not be liable to pay any benefits, other than at the discretion of the Committee, where the claim arises from the death of a member—

- (a) while insane or in a state of intoxication, by reason of suicide or attempted suicide, intentional self-inflicted injuries or because of self-inflicted gunshot wounds;

## HOOFSTUK IV

## STERFTEBYSTANDSVERENIGING VIR MEUBELWERKERS VAN DIE ORANJE-VRYSTAAT

## 1. INSTELLING VAN STERFTEBYSTANDSVERENIGING

(1) Die Vereniging bekend as die Sterftebystandsvereniging vir Meubelwerkers van die Oranje-Vrystaat word hierby ingestel.

(2) Die geld van die Vereniging bestaan uit—

- (a) die ledegelde wat kragtens klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Vereniging oorgedra word;
- (b) rente verkry uit die belegging van enige geld van die Vereniging;
- (c) enige ander geld waarop die Vereniging geregtig word of wat aan die Vereniging geskenk word.

## 2. DOELSTELLINGS

Die doelstellings van die Vereniging is om die bystand kragtens klousule 5 voorgeskryf by die dood van lede of hul vroue (of mans) of kinders te verskaf.

## 3. LIDMAATSKAP

(1) Lidmaatskap van die Vereniging is verpligtend vir alle werknemers in die Meubelnywerheid van die Oranje-Vrystaat uitgesonderd werknemers wat lede van die Pensioenfonds is waarna in Hoofstuk III verwys word.

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

- (a) sodra die bydraes ten opsigte van sodanige lid gestaak word; of
- (b) wanneer 'n lid sy bande met die nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.

(3) Ondanks andersluidende bepalings in subklousule (2), eindig lidmaatskap nie wanneer die bydraes gestaak word weens die onvermoë van 'n lid om te werk vanweë swak gesondheid nie.

## 4. LEDEGELD

Die ledegeld wat ten opsigte van elke lid betaalbaar is, is 16c per week en moet ten opsigte van 'n lid in klousule 3 (1) van hierdie Hoofstuk bedoel, in gelyke verhoudings ingevolge klousule 4 (5) oorgedra word uit die bydraes in klousule 4 (1) van Hoofstuk II van hierdie Ooreenkoms voorgeskryf.

## 5. STERFTEBYSTAND

(1) By die dood van 'n lid en behoudens klousule 6 van hierdie Hoofstuk is die sterftebystand wat aan 'n afhanklike betaalbaar is—

|                                                              | R      |
|--------------------------------------------------------------|--------|
| (a) by die dood van 'n lid.....                              | 200,00 |
| (b) by die dood van die eggenoot/eggenote van 'n lid..       | 100,00 |
| (c) by die dood van 'n lid se minderjarige, ongetroude kind: |        |
| Doodgebore en onder 3 weke.....                              | 15,00  |
| 3 weke oud maar onder 3 jaar.....                            | 20,00  |
| 3 jaar oud maar onder 6 jaar.....                            | 30,00  |
| 6 jaar oud maar onder 10 jaar.....                           | 40,00  |
| 10 jaar oud maar onder 16 jaar.....                          | 50,00  |
| 16 jaar tot 21 jaar oud.....                                 | 60,00  |

(2) Indien 'n gestorwe lid geen afhanklike het nie, kan die Komitee na goeddunke 'n aansoek om 'n *ex gratia*-betaling ten opsigte van begrafniskoste van die gestorwe lid oorweeg: Met dien verstande dat, as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R50 mag wees. Die Komitee se beslissing ten opsigte van so 'n aansoek is finaal.

## 6. BEPERKING VAN BYSTAND

(1) Geen betaling word ingevolge klousule 5 van hierdie Hoofstuk gedoen nie, tensy aansoek daarom gedoen word binne 'n tydperk van ses maande na die datum van die dood van die betrokke lid of binne sodanige langer tydperk (van hoogstens een jaar na die datum van die dood van die betrokke lid) as wat die Komitee mag toelaat as hy daarvan oortuig is dat die vertraging van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Vereniging ten bate van die oorblywende lede en daarna is daar geen verdere eis teen die Vereniging nie.

(2) Die Vereniging is nie aanspreeklik vir die betaling van enige bystand nie, uitgesonderd na goeddunke van die Komitee, in gevalle waar die eis voortvloei uit die dood van 'n lid—

- (a) terwyl hy kranksinnig of in 'n besope toestand was, as gevolg van selfmoord of poging tot selfmoord, opsetlike selfbesering of vanweë selfverwonding met 'n vuurwapen;

(b) while engaged or taking part in aeronautics or aviation of any kind or resulting from the member being in any aircraft except as a fare-paying passenger in a fully licensed standard type of aircraft operated by a recognised airline on a regular air route or in a fully licensed standard type multi-engined aircraft operated by a recognised air charter company;

(c) while riding or driving in any kind of race or resulting from mountaineering, alpine winter sports, ice hockey, steeplechasing, polo, motor cycling or the use of motor scooters and/or mechanically driven cycles of any description;

(d) while engaged or taking part in military, navel or air force service operations;

(e) from any consequences arising directly or indirectly from war, invasion, act of foreign enemy, hostilities or war-like operations, (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commotions of any kind.

(3) If at any time the amount to the credit of the Association drops below R1 500, payments in terms of clause 5 shall cease and shall not be resumed until the amount to the credit of the Association exceeds R2 500.

## 7. ADMINISTRATION OF THE ASSOCIATION

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

(2) Every employer shall notify the Secretary of the death of any member in his employ, and the Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant(s) of the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) In the event of the Secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member the Committee shall notify the employer and the Commissioner of Bantu Affairs of the district in which the deceased member normally worked, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

## 8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Association and administer the general business and activities of the Association in accordance with the provisions of this Chapter, and in so doing the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

(2) The Committee shall collect and receive all revenue of the Association and shall deposit all moneys so received without delay in a banking account opened in the name of the Association. An official receipt shall be issued for all cash moneys received into the Association and withdrawals from the Association shall be by cheque signed by such persons as may, from time to time, be authorised by the Council, and countersigned by the Secretary of the Association.

In particular, the Committee may—

(a) realise, sell or otherwise dispose of or deal with any of the assets of the Association;

(b) contract with an insurance company, registered in terms of Act 27 of 1943, to underwrite all or any of the benefits prescribed in clause 5 of this Chapter.

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Association: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. A copy of the rules and any amendments thereof shall be transmitted to the Secretary for Labour.

(b) terwyl hy betrokke was by of deelgeneem het aan lugvaart of die vliegkuns van enige aard of as gevolg van die feit dat die lid in enige vliegtuig was; uitgesonderd as 'n betalende passasier in 'n ten volle gelisensieerde standaardtype lugvaartuig in bedryf by 'n erkende lugredery op 'n gereelde lugroete of in 'n ten volle gelisensieerde standaardtype veelmotorige lugvaartuig in bedryf by 'n erkende huurvlugmaatskappy;

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

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

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

(3) As die bedrag in die krediet van die Vereniging te eniger tyd benede R1 500 daal, moet betalings ingevolge klousule 5 eindig en moet dit nie weer hervat word voordat die bedrag in die krediet van die Vereniging meer as R2 500 is nie.

## 7. ADMINISTRASIE VAN DIE VERENIGING

(1) Die administrasie van die Vereniging berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewervertenwoordigers en drie werknemervertenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die Sekretaris in kennis stel van die dood van enige lid in sy diens, en die Sekretaris moet, nadat hy inligting uit enige bron van die dood van 'n lid ontvang het, so gou doenlik die afhanklike(s) verwittig van die feit dat bystand op aansoek opgeëis kan word by 'n adres wat deur die Bestuurskomitee uitdruklik gemeld word.

(3) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie die afhanklike by sy/haar jongs bekende adres kan opspoor nie en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee die werkgewer en die Bantoesake-kommissaris van die distrik waar die gestorwe lid gewoonlik gewerk het, in kennis stel met vermelding van die jongs bekende werkplek van die gestorwe lid, die bekende naam/nam van die afhanklikes en hul jongs bekende adresse asook die feit dat bystand op aansoek deur die afhanklikes beskikbaar is en by 'n adres wat deur die Komitee uitdruklik gemeld word, afgehaal kan word.

## 8. BEVOEGDHEDE EN PLEIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad, bepaal die Komitee die beleid van die Vereniging en administreer hy die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalings van hierdie Hoofstuk, en in die uitoefening van hierdie funksies doen die Komitee al sodanige stappe as wat hy nodig ag, of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(2) Die Komitee vorder alle inkomste van die Vereniging in, neem dit in ontvangs en deponeer alle geld aldus ontvang sonder versuim in 'n bankrekening wat op naam van die Vereniging geopen word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Vereniging ontvang, en trekkings uit die Vereniging geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die Sekretaris van die Vereniging medeonderteken moet word.

In die besonder kan die Komitee—

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

(b) kontrak met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, aangaan om alle of enige bystand te verseker wat in klousule 5 van hierdie Hoofstuk voorgeskryf word.

(3) Die Raad het die bevoegdheid om sy eie reglement vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Vereniging te maak, te wysig en te verander: Met dien verstande dat sodanige reëls of enige wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of enige ander wet mag wees nie. 'n Afskrif van die reëls en enige wysiging daarvan moet aan die Sekretaris van Arbeid gestuur word.



(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Association in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

#### 9. FINANCIAL CONTROL

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

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

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

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

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

#### 10. EXPIRATION OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION OF ASSOCIATION

(1) The provisions of clause 7 (1) to (4) of Chapter II of this Agreement shall *mutatis mutandis* apply in respect of the Association.

(2) Upon the liquidation of the Association in accordance with the provisions of clause 7 (1) or (2) of Chapter II of this Agreement, the Committee, liquidator or the trustees, as the case may be: shall—

(a) forthwith proceed to convert all investments and assets of the Association into cash funds and invest such cash on call within 30 days;

(b) pay all creditors, administration and liquidation expenses from the funds of the Association.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Association upon liquidation in accordance with subclause (2), such moneys shall be paid into the general funds of the Council. If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the balance standing to the credit of the Association shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

This Agreement signed on behalf of the parties this 14th day of June 1974.

W. J. CONRADIE, Chairman.

F. J. KLOPPER, Vice-chairman.

G. J. D. JORDAAN, Secretary.

(4) Ingeval die Bestuurskomitee, om watter rede ook al, nie in staat is om sy pligte na te kom nie moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te eniger tyd ontstaan oor die administrasie van die Vereniging waarvoor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir 'n beslissing na die Raad verwys word.

#### 9. FINANSIËLE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Vereniging aangegaan word, kom ten laste van die Vereniging.

(2) Alle geld wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(3) Die boekjaar van die Vereniging sluit elke jaar op 28 Februarie.

(4) So gou doenlik na 28 Februarie elke jaar moet die Vereniging 'n staat opstel van alle inkomste en uitgawes van die Vereniging asook 'n balansstaat wat die bates en laste toon ten opsigte van die voorafgaande tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Vereniging medeonderteken moet word en saam met enige verslag daarvoor deur die ouditeur, aan die Raad voorgelê moet word.

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

#### 10. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE VAN DIE VERENIGING

(1) Klousule 7 (1) tot (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Vereniging.

(2) By likwidering van die Vereniging ingevolge klousule 7 (1) of (2) van Hoofstuk II van hierdie Ooreenkoms moet die Komitee, likwidateur of die trustees, na gelang van die geval—

(a) onverwyld daartoe oorgaan om alle beleggings en bates van die Vereniging in kontantfondse om te sit en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasielaste uit die fondse van die Vereniging betaal.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk, as enige geld na likwidering ooreenkomstig subklousule (2) in die krediet van die Vereniging oorbly, moet sodanige geld in die algemene fondse van die Raad inbetaal word en as die sake van die Raad reeds beredder en sy bates verdeel is moet die saldo in die krediet van die Vereniging verdeel word soos by artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak het.

Hierdie Ooreenkoms namens die partye op hede die 14de dag van Junie 1974 onderteken.

W. J. CONRADIE, Voorsitter.

F. J. KLOPPER, Ondervoorsitter.

G. J. D. JORDAAN, Sekretaris.

No. R. 739

18 April 1975

#### INDUSTRIAL CONCILIATION ACT, 1956

#### FURNITURE MANUFACTURING INDUSTRY ORANGE FREE STATE.—AMENDMENT OF SICK BENEFIT AND PENSION FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 19 December 1976, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

M. VILJOEN, Minister of Labour.

No. R. 739

18 April 1975

#### WET OP NYWERHEIDSVERSOENING, 1956

#### MEUBELNYWERHEID, ORANJE-VRYSTAAT.—WYSIGING VAN SIEKTEBYSTANDS- EN PENSIOENFONDSDOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Desember 1976 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

M. VILJOEN, Minister van Arbeid.

**SCHEDULE****INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE****AGREEMENT**

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

Vereniging van Meubelfabrikante en Stoffeers, O.V.S.

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

National Association of Furniture and Allied Workers of South Africa, and the

National Union of Furniture and Allied Workers of South Africa

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

being parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State,

to amend the Agreement of the said Council, published under Government Notice R. 2208 of 10 December 1971, by the deletion of Section B.

This Amending Agreement signed on behalf of the parties at Bloemfontein on this 14th day of October 1974.

W. J. CONRADIE, Chairman of the Council.

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

G. J. D. JORDAAN, Secretary of the Council.

**BYLAE****NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT****OOREENKOMS**

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit deur en aangegaan tussen die

Vereniging van Meubelfabrikante en Stoffeers, O.V.S.

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

National Association of Furniture and Allied Workers of South Africa en die

National Union of Furniture and Allied Workers of South Africa

(hierna die "werknemers" of die "vakvereniging" of "vakverenigings" genoem), aan die ander kant,

wat partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermentskennisgewing R. 2208 van 10 Desember 1974, te wysig deur die skraping van Deel B.

Hierdie wysigings ooreenkoms is namens die partye op hede die 14de dag van Oktober 1974 te Bloemfontein onderteken.

W. J. CONRADIE, Voorsitter van die Raad.

J. F. KLOPPER, Ondervoorsitter van die Raad.

G. J. D. JORDAAN, Sekretaris van die Raad.

## THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, and the Editor is pleased to receive living plants of general interest or of economic value for illustration.

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Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

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