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[No. 1564.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 1595.] [14 October 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE INDUSTRY, TRANSVAAL.

PROVIDENT FUND, SICK BENEFIT SOCIETY 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 Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses I (a) and II, and clause XI of Part A, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said 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 Transvaal and in the Magisterial Districts of Mafeking, Taung and Vryburg.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, TRANSVAAL.

PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION.

AGREEMENT

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

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 1595.] [14 Oktober 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, TRANSVAAL.

VOORSORGSFONDS, SIEKTEBYSTANDSVERENIGING EN STERFTEBYSTANDSVERENIGING.—OOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakverenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule I (a) en II, en klousule XI van Deel A, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Provinsie Transvaal en in die landdrosdistrikte Mafeking, Taung en Vryburg.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, TRANSVAAL.

VOORSORGFONDS, SIEKTEBYSTANDSVERENIGING EN STERFTEBYSTANDSVERENIGING.

OOREENKOMS

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

I. SCOPE OF APPLICATION.

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

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

II. PERIOD OF OPERATION.

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

PART A.

PROVIDENT FUND.

III. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1965, as amended, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and vice versa; further—unless inconsistent with the context—auditor shall mean a public accountant as defined in the Act.

"Act" means the Industrial Conciliation Act, 1956, as amended;

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

"Committee" or "Management Committee" means the Management Committee appointed by the Council to administer the fund;

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

"Council" means the Industrial Council for the Furniture Manufacturing Industry, Transvaal;

"dependant" means in relation to a member—

(a) his wife;

(b) his widow;

(c) his minor child or minor stepchild;

(d) any other person wholly or mainly dependant upon such member and who satisfies the Committee that he is so 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;

"fund" means the Provident Fund for the Furniture Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice No. 44 of the 13th January, 1961, as amended and continued by this Agreement;

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

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

Repairing, upholstering, re-upholstering, staining, spraying, or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box-spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production

I. TOEPASSINGSBESTEK.

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

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

II. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister bepaal kragtens subartikel (1) van artikel 48 van die Wet en bly van krag vir 'n tydperk van 5 jaar of 'n tydperk wat hy bepaal.

DEEL A.

VOORSORGFONDS.

III. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in dié Wet, en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike geslag aandui ook die vroulike geslag en dié wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts, tensy strydig met die samehang, beteken ouditeur 'n openbare rekenmeester soos in die Wet omskryf.

"Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig;

"vakleerling" beteken 'n werknemer wat gebind is deur 'n skriftelike leerlingskontrak, geregistreer kragtens die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig;

"Komitee of Bestuurskomitee" beteken die Bestuurskomitee aangestel deur die Raad om die fonds te administreer;

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

"Raad" beteken die Nywerheidsraad vir die Meubelnywerheid, Transvaal;

"afhanklike" beteken, met betrekking tot 'n lid—

(a) sy vrou;

(b) sy weduwee;

(c) sy minderjarige kind of minderjarige stiefkind;

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

"fonds" beteken die Voorsorgfonds vir die Meubelnywerheid, Transvaal, ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 44 van 13 Januarie 1961, soos gewysig en voortgesit by hierdie Ooreenkoms;

"fondswek" beteken die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag tussen die volgende Donderdag en Vrydag;

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

Heelmaak, stoffeer, herstoffeer, beits, spuitverf of poleer en/of herpoleer, maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer en/of herpoleer van klaviere of die vervaardiging en/of beits, spuit en poleer en/of herpoleer van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadloostoestelle, en omvat die werksaamhede op alle persele waar masjienhoutwerk, houtdraai- en/of houtsniewerk in verband met die vervaardiging van meubels gedoen word; en omvat verder die heelmaak, herstoffeer of herpoleer van meubels in of in verband met inisiaties waar die vervaardiging van

A "studio couch" for the purpose of this definition shall mean an article of furniture designed for seating and for conversion into a double bed or two or more beds and the frame of which shall be constructed mainly of metal and the seating and/or sleeping surfaces of which shall consist of mattresses and/or cushions;

- "learner" means an employee who is authorised or deemed to be authorised a learner in terms of any Agreement which is or was binding on the Industry from time to time;
- "major apprentice" means a person who became an apprentice after the age of 21 years;
- "old age" means the age of 55 years or more;
- "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;
- "retirement" means permanent retirement from the Industry through incapacity, ill-health or old age, and "retire" has a corresponding meaning;
- "secretary" means the secretary of the Fund;
- "trustees" means trustees appointed in terms of clause XIII of this part of the Agreement.

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

(1) The Provident Fund for the Furniture Manufacturing Industry, Transvaal, established in terms of the Agreement published under Government Notice No. 44 of the 13th January, 1961, as amended, is hereby continued for the purpose of continuing to provide benefits for the members in terms of this part of the Agreement;—

- (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 IX of this part of the Agreement;
 - (b) interest derived from the investment of any moneys of the fund;
 - (c) any moneys credited to individual members in terms of clause X of this part of the Agreement;
 - (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.

V. ADMINISTRATION OF THE FUND.

(1) (a) The administration of the fund shall be vested in a Management Committee consisting of the chairman and vice-chairman of the Council and in addition thereto 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) A majority of the members of the Committee shall constitute a quorum at any meeting of the Committee. If any representative is absent from any meeting, and an alternate is not in attendance, the voting power of employers or the employees as the case may be, shall be reduced as may be necessary to preserve equality of voting power. Decisions of the Committee shall be decided by a majority vote.

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

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

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

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

(4) As soon as possible after the 28th February in each year the Committee shall prepare an account of the revenue and expenditure of the fund for the 12 months ended the 28th February and a statement showing the fund's assets and liabilities which shall be certified by the auditor and countersigned by the chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall,

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

- "leerling" beteken 'n werknemer wat gemagtig is of wat geag word dat hy gemagtig is as 'n leerling ooreenkomstig enige Ooreenkoms wat van tyd tot tyd op die Nywerheid van toepassing is of was;
- "meerderjarige vakleerling" iemand wat ná die leeftyd van 21 jaar 'n vakleerling geword het;
- "hoë ouderdom" die leeftyd van 55 jaar of ouer;
- "betaaldag" die Vrydag van elke week, behalwe as Vrydag nie 'n werksdag is nie; dan is die betaaldag die laaste werksdag vóór Vrydag;
- "aftreding" beteken die permanente aftreding uit die Nywerheid weens ongeskiktheid, swak gesondheid of hoë ouderdom; en "aftree" het 'n ooreenstemmende betekenis;
- "Sekretaris" beteken die Sekretaris van die fonds;
- "trustees" beteken trustees aangestel ingevolge klousule XIII van hierdie deel van die Ooreenkoms.

IV. DIE VOORSORGFONDS VIR DIE MEUBELNYWERHEID, TRANSVAAL.

(1) Die Voorsorgfonds vir die Meubelnywerheid, Transvaal, ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskenning No. 44 van 13 Januarie 1961, soos gewysig, word hierby voortgesit met die doel om voort te gaan om bystand te verleen aan lede soos bepaal in hierdie deel van die Ooreenkoms.

(2) Die fonds bestaan uit—

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

V. ADMINISTRASIE VAN DIE FONDS.

(1) (a) Die Administrasie van die fonds berus by 'n Bestuurskomitee bestaande uit die voorsitter en ondervoorsitter van die Raad en daarbenewens drie werkgewervertreterwoordigers en drie werknemervertreterwoordigers wat lede van die Raad is en deur die Raad aangestel word. Vir elke verteenwoordiger stel die Raad uit sy geledere 'n plaasvervanger aan. Die voorsitter en ondervoorsitter van die Raad is die voorsitter en ondervoorsitter van die Komitee.

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

(c) Die Raad beskik oor die bevoegdheid om sy eie reglement vir die Bestuurskomitee voor te skryf, te verander en te wysig en om reëls wat die administrasie van die fonds beheer, te maak, te wysig en te verander; met dien verstande dat sodanige reëls of enige wysiging daarvan nie strydig mag wees met die bepalings van hierdie Ooreenkoms of met die bepalings van enige ander Wet nie.

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

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

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

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

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

- (a) Savings accounts, permanent shares or fixed deposits in registered building societies, or banks, and/or
- (b) Post Office savings accounts 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, and/or
- (e) any other manner approved by the Registrar.

VI. MEMBERSHIP.

(1) Membership of the fund shall consist of—

- (a) all employees in the Industry other than learners, for whom minimum wages are prescribed in the Schedule to Government Notice No. R. 88 of the 15th January, 1965, and major 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 VII of this part of the Agreement.
- (c) Notwithstanding anything to the contrary contained herein employees referred to in sub-clause (a) hereof for whom a wage of not more than R8.50 per week is prescribed and employees referred to in sub-clause (b) hereof who earn inclusive of cost of living allowance not more than R8.50 per week shall not be eligible for membership.
- (2) Membership shall cease if—
 - (a) a member has left the Industry;
 - (b) a member has ceased to contribute to the fund for a period of three consecutive months, or longer, provided that if a member can prove to the satisfaction of the Committee, within two years from the date he last contributed, that he was not engaged in the Industry on account of illness, injury or unemployment, such person shall be entitled to be re-instated as a member and to have his benefits restored; or
 - (c) a member had his account credited with all bonuses and interest due upon application for withdrawal and has been paid the benefit he is entitled to in terms of this part of the Agreement.

VII. CONTRIBUTIONS.

(1) (a) Provided that no deduction shall be made from the wages of a member who has worked less than 16 hours in the week in which the deductions fall due, each employer shall on the first pay day after the date upon which this Agreement comes into operation and thereafter on every pay day of each fund week, deduct from the wage of each and every member in his employ, the amount specified in column (A) of Appendix B to this Agreement. To the amount so deducted the employer shall add a contribution as specified in column (B) of Appendix B of this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member absent himself from work, without advising his employer of the reason therefor, for 2 or more consecutive days in any week during which the deductions referred to in (a) above falls due, the employer shall not be obliged to make his own contribution as specified in column (b) of Appendix B of this Agreement in respect of the member for that week, but shall nevertheless still make the deduction from the wage of the member. Persons in respect of whom no contribution will be made in terms of this subclause, shall be advised thereof in writing on the pay day of the week in question.

(2) The employer shall forward monthly the total contributions referred to in sub-clause (1) of this clause and the subscriptions referred to in clause 9 (2) of Part B of this Agreement, together with a statement in the form of Annexure A of this Agreement, to reach the secretary not later than the 12th day of the month following that during which the member's deductions were due to be made.

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

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

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

- (a) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke, en/of
- (b) posspaarbankrekenings of -sertifikate, en/of
- (c) effekte van die Regering van die Republiek van Suid-Afrika of plaaslike bestuurseffekte en/of die Elektrisiteitsvoorsieningskommissie, en/of
- (d) Nasionale spaarsertifikate, en/of
- (e) enige ander manier deur die Registrateur goedgekeur.

VI. LIDMAATSKAP.

(1) Lidmaatskap van die fonds bestaan uit—

- (a) alle werknemers in die Nywerheid, uitgesonderd leerlinge, vir wie minimum lone voorgeskryf is in die Bylae van Goewermentskennisgewing No. R. 88 van 15 Januarie, 1965, asook meerderjarige vakleerlinge;
- (b) behoudens die goedkeuring van die Komitee, sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hulle werkgewers toegestem het om dié bydraes te maak wat voorgeskryf is in klousule VII van hierdie deel van die Ooreenkoms;
- (c) Ondanks enigiets teenstrydig hierin vervat, werknemers in subklousule (a) hiervan bedoel, vir wie 'n loon van hoogstens R8.50 per week voorgeskryf is, en werknemers bedoel in subklousule (b) hiervan wat met inbegrip van lewenskostetoelae, hoogstens R8.50 verdien, word nie as lede toegelaat nie.
- (2) Lidmaatskap eindig as—
 - (a) 'n lid die Nywerheid verlaat het;
 - (b) 'n lid opgehou het om tot die Fonds by te dra vir 'n tydperk van drie agtereenvolgende maande of langer; met dien verstande dat as 'n lid binne twee jaar vanaf die datum dat hy laaste bygedra het tot die tevredenheid van die Komitee kan bewys dat hy nie by die Nywerheid betrokke was nie, weens siekte, besering of werkloosheid, sodanige persoon geregtig is om weer as 'n lid herstel te word, en om sy voordele herstel te kry; of
 - (c) 'n lid sy rekening laat krediteer het met alle bonusse en rente verskuldig by aansoek om opvraging en die bystand ontvang het waarop hy geregtig is ingevolge hierdie deel van die Ooreenkoms.

VII. BYDRAES.

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

(b) Ondanks andersluidende bepalings wat in hierdie Ooreenkoms vervat word, is die werkgewer nie verplig om sy eie bydrae soos bepaal in kolom (b) van Aanhangsel B van hierdie Ooreenkoms ten opsigte van 'n lid wat, sonder om sy werkgewer 'n rede daarvoor te verskaf, vir twee of meer agtereenvolgende dae in 'n week waartydens aftrekkings bedoel in (a) hierbo gemaak moet word, van die werk afwesig is, maar hy moet nogtans die bedrag van die loon van die lid aftrek. Persone ten opsigte van wie geen bydrae ingevolge hierdie subklousule gemaak word nie, moet skriftelik daarvan in kennis gestel word op die betaaldag van die betrokke week.

(2) Die werkgewer moet maandeliks die totale bydraes bedoel in subklousule (1) van hierdie klousule en die bydraes bedoel in klousule 9 (2) van deel B van hierdie Ooreenkoms tesame met 'n staat in die vorm van Aanhangsel A van hierdie Ooreenkoms aanstuur sodat dit die Sekretaris voor of op die twaalfde dag van die maand bereik wat volg op dié waartydens die lid se aftrekkings gemaak moes word.

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

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

(5) Wanneer enige bystand mer abuis aan 'n lid betaal is as

VIII. BENEFITS.

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

(a) at least three months after having left the Industry permanently and upon proof of being engaged outside of the Industry, provided that benefits in respect of a reinstated member who has previously drawn benefits, shall only be paid upon production of written proof that such reinstated member was engaged outside the Industry for a period of not less than 12 consecutive months; or

(b) upon retirement from the Industry owing to—

(i) old age;

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

(2) (a) Subject to the provisions of clause IX of this part of the Agreement a member referred to in sub-clause (1) (a) hereof shall be entitled to the following benefits:—

(i) If he has been a member for a period not exceeding five years the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause X of Part A plus 50 per cent of the total sum of the 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 ten years, the total amount contributed by him plus any interest and bonuses credited to his own contributions in terms of clause X of Part A plus 60 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

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

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

(b) A member referred to in sub-clause 1 (b) hereof shall, subject to the provisions of clause IX of this part of the Agreement be paid the benefits prescribed in sub-clause 2 (a) (iv) hereof; provided the Committee shall have the right to demand a medical report in respect of such member at the expense of the fund.

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

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

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

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

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

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

VIII. BYSTAND.

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

(a) minstens drie maande lank nadat hy die Nywerheid permanent verlaat het en by bewys van indiensneming buite die Nywerheid; met dien verstande dat bystand ten opsigte van 'n heraangestelde lid aan wie vantevore bystand betaal is, slegs by die voorlegging van geskrewe bewys dat dié heraangestelde lid buite die Nywerheid vir 'n tydperk van minstens 12 agtereenvolgende maande in diens was, uitbetaal word; of

(b) by aftreding uit die Nywerheid weens—

(i) hoë ouderdom; of

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

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

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

(ii) as hy 'n lid was vir 'n tydperk van meer as 5 jaar maar vir hoogstens 10 jaar, die totale bedrag deur hom bygedra plus enige rente en bonusse waarmee hy gekrediteer is by sy eie bydraes ooreenkomstig klousule X van Deel A, plus 60 persent van die totale bedrag van die werkgever se bydraes, en rente, gekrediteer ten opsigte van dié lid;

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

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

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

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

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

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

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

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

Ingeval die afhanklikes van 'n afgestorwe lid nie enige verskuldigde bystand ooreenkomstig hierdie klousule binne 'n maand vanaf die bewys van die dood van 'n lid opeis nie, plaas die Bestuurskomitee 'n advertensie in albei amptelike tale in drie agtereenvolgende uitgawes van hoogstens drie daaglikse nuusblaaie wat in die Republiek van Suid-Afrika uitgegee word, waarvan een 'n nuusblad moet wees wat uitgegee word in die distrik waarin die afgestorwe lid gewoonlik gewoon het, met vermelding van die bekende name van afhanklikes en hulle jongste bekende adresse, die naam en jongste bekende werkplek van die afgestorwe lid en die feit dat bystand beskikbaar is om deur die afhanklikes afgehaal te word, op 'n plek deur die Bestuurskomitee aangewys. Indien die afhanklikes binne 'n jaar en 'n dag vanaf die datum

the fund the amount of the benefits so received; provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may, in its discretion, demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

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

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

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

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

IX. SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION.

From the weekly contributions received from the member and his employer, respectively, in terms of clause VII of this part of the Agreement, the fund shall divert—

- (i) to the Sick Benefit Society embodied in Part B of this Agreement, such subscriptions as are prescribed in clause 9 of Part B of this Agreement; and
- (ii) to the Mortality Benefit Association embodied in Part C of this Agreement, such subscriptions as are prescribed in clause 5 of Part C of this Agreement.

X. INTEREST AND BONUSES.

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

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

- (a) Interest from investments;
- (b) benefits forfeited by members of the fund upon leaving the Industry before qualifying for full benefits;
- (c) any moneys referred to in clause IV (2) (d) of this part of the Agreement; and
- (d) any balance carried forward after the allocation of interest and bonuses.

(2) In the event of a surplus being obtained in the manner prescribed in sub-clause (1) hereof, each member shall be entitled to interest on the amount standing to his credit and the amount in the fund standing to the credit of his employer shall be increased by a like amount of interest. The rate of such interest shall be determined by the Management Committee.

(3) (a) If, in the opinion of the Management Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of sub-clause (2) hereof from the surplus referred to in the said sub-clause the amount standing

hy aanspreeklik om die bedrag van die bystand aldus ontvang aan die fonds, terug te betaal: Met dien verstande dat indien die Bestuurskomitee dit in enige besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goeddunke die terugbetaling van enige kleiner bedrag kan eis of die lid die terugbetaling van die hele bedrag kwytsteld.

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

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

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

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

IX. SIEKTEBYSTANDSVERENIGING EN STERFTEBYSTANDSVERENIGING.

Van die weeklikse bydraes wat onderskeidelik van die lid en sy werksman ontvang word, moet die fonds—

- (i) aan die Siektebystandsvereniging wat gedeeltelik in deel B van hierdie Ooreenkoms beliggaam is, dié lededgeld laat toekom wat in klousule 9 van Deel B van hierdie Ooreenkoms voorgeskryf word; en
- (ii) aan die Sterftebystandsvereniging wat in Deel C van hierdie Ooreenkoms beliggaam is, die lededgeld laat toekom wat in klousule 5 van Deel C van hierdie Ooreenkoms voorgeskryf word.

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

- (i) die uitgawes van die administrasie van die fonds tot en met 28 Februarie van die jaar;
- (ii) enige rente waarmee lede gekrediteer is wat gedurende daardie jaar bystand ontvang het; en
- (iii) sodanige gelde bedoel in subklousule (4) hiervan;

van die som van die volgende opgeloopte bedrae gedurende die vorige jaar af te trek—

- (a) rente van beleggings;
- (b) bystand verbeur deur die lede van die fonds wat die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;
- (c) alle geld in klousule IV (2) (d) van hierdie deel van die Ooreenkoms bedoel; en
- (d) enige saldo wat oorgedra is ná die toekenning van rente en bonusse.

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

(3) (a) Indien, volgens die mening van die Bestuurskomitee, 'n saldo van voldoende omvang oorby nadat die totale bedrag aan rente gekrediteer ooreenkomstig subklousule (2) hiervan afgetrek is van die surplus, bly dit ooreenkomstig subklousule (2) hiervan afgetrek

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

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

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

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

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

XI. AGENTS.

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

XII. EXEMPTIONS.

The Council may grant an exemption from any or all of the provisions of this Agreement in respect of an employer and/or one or more of his employees who are members of a pension and/or provident fund which the Council considers to be more favourable to its members than the fund.

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

XIII. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

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

- (a) the benefits due to members of the original fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and
- (b) any member of the original fund who may be precluded from becoming a member of the new fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement in binding in terms of section thirty-four (2) of the Act the fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable, the Registrar may, after consulting the members of the Committee, appoint a person to administer the fund.

(b) Die Bestuurskomitee het die reg om die persentasie genoem in paragraaf (a) hiervan te verminder tot die naaste gerieflike persentasie en/of gedeelte daarvan vir berekeningsdoeleindes en om enige saldo wat oorbly ná die toekenning van bonusse na die volgende jaar oor te dra.

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

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

- (i) sodanige rente bereken word op maandelikse saldo's;
- (ii) geen rente aan 'n lid betaalbaar is nie voordat minstens een volle jaar verloop het vanaf die datum van sy eerste bydrae;
- (iii) geen rente betaalbaar is vir enige ongelyke tydperk van minder as drie maande nie;
- (iv) rente slegs op volle eenhede van Rande (R) berekening word;
- (v) rente slegs aan lede op hul eie bydraes betaal word;
- (vi) die lid se rekening gekrediteer word met die rente wat vir 'n lid opgeloop het en dit aan hom betaal word tesame met sodanige ander bystand wat betaalbaar is.

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

XI. AGENTE.

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

XII. VRYSTELLINGS.

Die Raad mag 'n vrystelling van enige of van al die bepalings van hierdie Ooreenkoms verleen ten opsigte van 'n werkgewer en/of een of meer van sy werknemers wat lede van 'n pensioen- en/of voorsorgfonds is wat die Raad meer gunstig ag vir sy lede as dié Fonds.

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

XIII. VERVAL VAN OOREENKOMS EN ONTBINDING VAN RAAD.

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

- (a) word die bystand verskuldig aan lede van die oorspronklike Fonds op die datum van sodanige oordrag geensins verminder as gevolg van die oordrag nie; en
- (b) ontvang enige lid van die oorspronklike fonds wat uitgesluit mag wees van 'n lid te word van die nuwe fonds, sy volle bystand asof hy uit die Nywerheid getree het.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is word die fonds steeds geadminestreer deur die Komitee of ander persone wat die Registrateur ingevolge daardie subartikel mag aanwys. Enige vakature wat in die Komitee voorkom, kan deur die Registrateur uit werkgewers en werknemers na gelang van die geval, aangevul word om gelyke getalle werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwilling is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die fonds onmoontlik of onwenslik na die mening van die Registrateur maak, kan hy 'n persoon aanstel om die administrasie van die fonds te hanteer.

XIV. LIQUIDATION.

- (1) Upon liquidation of the fund in terms of sub-clause (1) or (2) of clause XIII of this part of the Agreement, the Committee, liquidator or the trustees, as the case may be, shall—
- forthwith proceed to convert all investments and assets of the fund into cash funds and invest such cash on call within 30 days;
 - pay all creditors, administration and liquidation expenses from the fund.
 - after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the fund to the members' accounts in the manner prescribed in clause X of this part of the Agreement;
 - after this final allocation in terms of sub-clause (c) hereof, pay the amounts standing to the credit of members' accounts to such members as though they had left the Industry upon approved retirement.
- (2) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of sub-clause (1) hereof not be claimed within three months from the date upon which it became due and payable, such benefits shall be forfeited to the general funds of the Council. In the event of there being no Council in existence and any claims for benefits under liquidation should become liable to forfeiture, such benefits shall be paid to the Guardian's Fund to be dealt with as provided for in the Administration of Estates Act, 1913, as amended.

XV. INDEMNITY.

- (1) The members of the Council, the members of the Management Committee and the officers of the fund shall not be held responsible for any act which may result in loss to the fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.
- (2) The Council shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the fund, upon the sequestration or liquidation of the employer's estate or at all.

XVI. GENERAL PROVISIONS.

- (1) Any benefits, right or interest to which a member may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal.
- Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of a member.
- (2) No person, whether a member or otherwise, shall have any claim, right or interest upon, to or in respect of the fund or any contributions thereto or any interest therein or any claim against the Council, the Management Committees, and the Medical 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, as amended, 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", the "Society" embodied in Part B or the "Association" embodied in Part C of this Agreement as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

PART B.

1. TRANSVAAL FURNITURE WORKERS' SICK BENEFIT SOCIETY.

The "Transvaal Furniture Workers' Sick Benefit Society" established in terms of the Agreement published under Government Notice No. 44 of the 13th January, 1961, as amended, is hereby continued.

2. DEFINITIONS.

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

"regulations" shall mean the regulations made by the Medical Committee from time to time in accordance with the provisions of this part of the Agreement.

XIV. LIKWIDASIE.

- (1) By likwidasie van die Fonds ooreenkomstig subklousule (1) of (2) van klousule XIII van hierdie deel van die Ooreenkoms, moet die Komitee, likwideerder of die trustees, na gelang van die geval—
- onverwyld voortgaan om alle beleggings en bates van die fonds in kontantfondse om te sit en sodanige kontant binne 30 dae vir opvraging te belê;
 - alle krediteure, administrasie- en likwidasiestekende uit die fonds betaal;
 - na aftrekking van alle uitstaande bedrae en koste, die netto aanwas of tekort van die fonds bepaal en dit toeken aan die lede se rekening op die wyse voorgeskryf in klousule X van hierdie deel van die Ooreenkoms;
 - na hierdie finale toekenning ooreenkomstig subklousule (c) hiervan, die bedrae in die kredit van lede se rekeninge aan sodanige lede betaal asof hulle die Nywerheid met goedgekeurde uittreding verlaat het.
- (2) Ondanks enigiets teenstrydigs wat in hierdie Ooreenkoms vervat is, moet enige bystand waarop lede geregtig geword het ooreenkomstig subklousule (1) hiervan, as dit nie binne 3 maande vanaf die datum waarop dit betaalbaar geword het en betaalbaar is, opgeëis word nie, aan die algemene fonds van die Raad verbeur word. Ingeval daar geen Raad bestaan nie, en enige eise vir bystand kragtens likwidasie aan verbeuring onderhewig word, moet sodanige bystand betaal word aan die Voogdefonds om te behandel soos bepaal in die Boedelwet, 1913, soos gewysig.

XV. VRYWARING.

- (1) Die lede van die Raad, die lede van die Bestuurskomitee en die amptenare van die fonds word nie verantwoordelik gehou vir enige handeling wat mag lei tot 'n verlies van die fonds waar sodanige handeling te goeder trou gedoen is nie en is nie aanspreeklik vir die skulde en laste van die fonds nie en hulle word hierby gevrywaar deur die fonds teen alle verliese en onkoste deur hulle aangegaan in of tydens *bona fide* uitvoering van hulle pligte.
- (2) Die Raad word nie verantwoordelik gehou vir enige bydraes wat afgetrek is en enige bydraes wat verskuldig is en betaalbaar is deur die werkgewer en wat nie in die fonds inbetaal is nie by die sekwestrasie of likwidasie van die werkgewer se boedel of hoegenaamd nie.

XVI. ALGEMENE BEPALINGS.

- (1) Enige bystand, reg of belang wat 'n lid mag eis dat hy daarop geregtig is ingevolge hierdie Ooreenkoms, moet nie gebruik word as 'n grond vir skadevergoeding in enige geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie.
- Niks in hierdie Ooreenkoms beperk enigerwyse die reg van 'n werkgewer om die diens van 'n lid te beëindig nie.
- (2) Geen persoon, hetsy 'n lid of nie, het enige eis, reg of belang op of ten opsigte van die fonds of enige bydraes daaraan nie of enige belang daarin nie of enige eis teen die Raad, die Bestuurskomitee en die Mediese Komitee, ingestel ingevolge hierdie Ooreenkoms en die werkgewers nie, uitgesonderd kragtes en ooreenkomstig die bepalings van hierdie Ooreenkoms.
- (3) Behoudens die bepalings van die Insolvensiewet, 1936, soos gewysig, of enige wet, indien die boedel van enige lid en/of sy afhanklike geskwestreer of oorgemaak word, vorm die bystand waartoe sodanige lid of afhanklike geregtig is, nie deel van die bates van sy insolvente of oorgemaakte boedel nie, maar val terug op die "Fonds", die "Vereniging" ingestel ooreenkomstig deel B, of die "Vereniging" ingestel ooreenkomstig deel C van hierdie Ooreenkoms, na gelang van die geval, en kan deur die betrokke Komitee behandel word op 'n wyse wat na die mening van die Komitee daarop bereken is om sodanige lid of afhanklike te bevoordeel.

DEEL B.

1. SIEKTEBYSTANDSVERENIGING VIR DIE TRANSVAALSE MEUBELWERKERS.

Die "Siektebystandsvereniging vir die Transvaalse Meubelwerkers", ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 44 van 13 Januarie 1961, soos gewysig, word hierby voortgesit.

2. WOORDOMSKRYWINGS.

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

"regulasies" beteken die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel word ooreenkomstig die bepalings van hierdie deel van die Ooreenkoms.

3. OBJECTS.

(a) The objects of the Society shall be to raise and maintain funds by subscriptions, contributions and donations for the purpose of providing, in accordance with the provisions of this part of the Agreement and the regulations, members and their dependants with medical, surgical, and ophthalmic attendance and treatment, medicines, dressings, comforts, hospital or nursing home treatment when free beds in a hospital, in terms of the relevant Provincial Ordinance, are unobtainable and in the latter case, is one of urgency; to provide sick pay for members and such other benefits and assistance as may from time to time be determined by the Committee and to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants.

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

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

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

4. MEMBERSHIP.

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

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

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

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

5. MEMBERS' COMPLAINTS.

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

(b) Complaints against medical personnel shall be lodged with the Committee, which in turn shall refer the said complaints to an investigating Committee consisting of persons appointed to the Medical Committee from its members together with the Chief Medical Officer. The investigating Committee shall thereupon report its findings to the Medical Committee.

6. PENSIONERS AND WIDOWS.

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

7. ADMISSION OF DEPENDANTS.

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

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

- (i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee;
- (ii) shall not be entitled to admission as a dependant of an apprentice or learner during the first two periods of the latter's apprenticeship or learnership;

3. DOELSTELLINGS.

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

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

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

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

4. LIDMAATSKAP.

(a) Lidmaatskap van die Vereniging is verpligtend vir—

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

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

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

5. LEDE SE KLAGTES.

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

(b) Klagtes teen die mediese personeel moet by die Komitee ingedien word, wat op sy beurt genoemde klagtes verwys na 'n Komitee van ondersoek bestaande uit persone wat in die Mediese Komitee uit sy geledere aangestel is, asook die Hoof-Mediese Beampte.

Die Komitee van ondersoek moet verslag van sy bevindings doen aan die Mediese Komitee.

6. PENSIOENTREKKERS EN WEDUWEES.

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

7. TOELATING VAN AFHANKLIKES.

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

- (a) 'n lid se vrou en 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome kinders) behoudens sodanige bewys wat die Komitee mag vereis ten opsigte van die feit of hulle heeltemal afhanklik is van sodanige lid;
 - (b) enige ander persoon wat na die goedgekeurde van die Komitee heeltemal van 'n lid afhanklik is;
- met dien verstande dat 'n persoon in (a) en (b) bedoel—
- (i) nie toegelaat word as 'n afhanklike van enige lid nie tensy sodanige persoon in 'n mediese ondersoek geslaag het tot bevrediging van die Komitee;
 - (ii) nie geregtig is op toelating as afhanklike van 'n vakleerling of leerling gedurende die eerste twee tydperke van laasgenoemde se vakleerlingskap of leerlingskap nie;

8. MEMBERSHIP CARDS.

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

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

- (a) the marriage of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding R12 (twelve rand) per month;
- (e) a change of rate of subscriptions;
- (f) a change of address;
- (g) a change of panel doctor;
- (h) a change of membership number.

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

Membership cards shall be issued free in the first instance but if a card is lost, a fee of R1 (one rand) shall be paid to the Society by the member concerned for its replacement.

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

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

9. SUBSCRIPTIONS.

The following subscriptions shall be payable by members in the respective categories referred to hereunder:—

- (1) Subscriptions by compulsory members shall be diverted as follows from the contributions provided for in clause VII (1) of Part A of this Agreement and prescribed in the relevant columns of Appendix B thereto:—
 - (a) Members classified in section (1) of Appendix B to this Agreement: 73 cents per week, made up of 48 cents from the contribution of the member, and 25 cents from the contribution by the employer.
 - (b) Members classified in Section (2) (a) to (e) inclusive and (3) (d) of Appendix B to this Agreement: 73 cents per week, made up of 53 cents from the contribution of the member, and 20 cents from the contribution by the employer.
 - (c) Members classified in section (2) (f) to (k) inclusive and 3 (c) of Appendix B to this Agreement: 73 cents per week, made up to 58 cents from the contribution of the member, and 15 cents from the contribution by the employer.
 - (d) Members classified in section (2) (1) and (m) and (3) (a) and (b) of Appendix B to this Agreement: 30 cents per week, made up of 20 cents from the contribution of the member, and 10 cents from the contribution by the employer.
- (2) Subscriptions by minor apprentices and learners shall be those specified for them in column A of Section (4) of Appendix B to this Agreement, and such subscriptions shall be deducted weekly by the employer from the wages of the Apprentice or the learner as the case may be.
- (3) Subscriptions by other than compulsory members, shall be as follows:—
 - (i) If earnings are in excess of R12.50 per week: 65 cents per week;
 - (ii) if earnings are R12.50 per week or less: 25 cents per week.

10. BENEFITS.

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

- (i) Medical attendance (excluding confinements or complications arising therefrom).
- (ii) Specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society, or his deputy.
- (iii) Operations (if performed by the society's surgeons or with their approval), but excluding operations referred to in clause 13 of this part of the Agreement.
- (iv) Medical dressings and such medicines and/or drugs as may be decided upon by the Committee, provided that the member shall pay 25 per cent of the total cost of such medicines and drugs.
- (v) Optical services (as may be decided by the Medical Committee).

8. LIDMAATSKAPKAARTE.

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

Lidmaatskapkaarte moet binne 30 dae aan die Sekretaris van die Komitee gestuur word vir die nodige byvoegings en skappings in die geval van—

- (a) die huwelik van 'n lid;
- (b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur 'n lid;
- (c) die afsterwe, die bereiking van die ouderdom van 18 jaar of die huwelik van 'n afhanklike;
- (d) 'n afhanklike wat in ontvangs kom van 'n loon of pensioen van hoër as R12 (twaalf rand) per maand;
- (e) 'n verandering in die bedrag aan ledegeld;
- (f) 'n adresverandering;
- (g) 'n verandering van paneeldokter;
- (h) 'n verandering van lidmaatskapnommer.

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

Aanvanklik word lidmaatskapkaarte gratis uitgereik maar as 'n kaart verlore gaan, moet 'n bedrag van R1 (een rand) aan die Vereniging deur die betrokke lid vir die vervanging daarvan betaal word.

'n Nuwe uitreiking van lidmaatskapkaarte kan van tyd tot tyd na goedgehande van die komitee geskied.

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

9. LEDEGELD.

Die volgende ledegelde is deur lede in die onderskeie klasse hieronder bedoel, betaalbaar:—

- (1) Ledegeld van verpligte lede word soos volg afgetrek van die bydraes in klousule VII (1) (a) van deel A van hierdie Ooreenkoms bedoel en in die kolomme van aanhangsel B wat daarop betrekking het, voorgeskryf:—
 - (a) Lede ingedeel onder paragraaf (1) van aanhangsel B van hierdie Ooreenkoms: 73 sent per week, bestaande uit 48 sent van die bydrae van die lid, en 25 sent van die bydrae van die werkgever.
 - (b) Lede ingedeel onder paragraaf (2) (a) tot en met (e) en (3) (d) van aanhangsel B van hierdie Ooreenkoms: 73 sent per week, bestaande uit 53 sent van die bydrae van die lid, en 20 sent van die bydrae van die werkgever.
 - (c) Lede ingedeel onder paragraaf (2) (f) tot en met (k) en (3) (c) van aanhangsel B van hierdie Ooreenkoms: 73 sent per week, bestaande uit 58 sent van die bydrae van die lid en 15 sent van die bydrae van die werkgever.
 - (d) Lede ingedeel onder paragraaf (2) (l) (m) en (3) (a) en (b) van aanhangsel B van hierdie Ooreenkoms: 30 sent per week, bestaande uit 20 sent van die bydrae van die lid en 10 sent van die bydrae van die werkgever.
- (2) Ledegelde vir minderjarige vakleerlinge en leerlinge is dié gespesifiseer in kolom A van paragraaf (4) van aanhangsel B van hierdie Ooreenkoms, en die ledegelde moet weekliks deur die werkgever van die loon van die vakleerling of die leerling, na gelang van die geval, afgetrek word.
- (3) Ledegeld, uitgesonderd vir verpligte lede, is soos volg:—
 - (i) indien meer as R12.50 per week verdien word: 65 sent per week;
 - (ii) indien R12.50 of minder per week verdien word: 25 sent per week.

10. BYSTAND.

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

- (i) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortvloei).
- (ii) Spesialisdienste (uitgesonderd kraamdienste) met die toestemming van die hoof-mediese beampste van die Vereniging of sy plaasvervanger.
- (iii) Operasies (indien uitgevoer deur die Vereniging se chirurg of met hulle goedkeuring), uitgesonderd operasies bedoel in klousule 13 van hierdie deel van die Ooreenkoms.
- (iv) Die aanwending van verbande en sodanige medisyne en/of verdowingsmiddels waarvoor die Komitee kan besluit, met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en verdowingsmiddels moet betaal.
- (v) Oogkundige dienste (soos waarvoor die Mediese Komitee kan besluit).
- (vi) Na die uitsluitlike goedgehande van die Komitee op 'n ex

(viii) Such other services as may from time to time be introduced by the Committee.

(ix) Sick pay in the case of a member only in terms of clause 11 of this part of the Agreement, subject to the proviso that members and their dependants shall not become entitled to any of the benefits provided for in this part of the Agreement until such members have contributed not less than 13 weeks' contributions to the society and/or are not more than 8 weeks in arrear with their subscriptions.

(b) All members and dependants who are resident within any area in which a doctor has been appointed by the Committee, shall be required to utilise the services of such doctor, and all members and dependants shall also be required to utilise the services of chemists with whom the Committee has contracted for the dispensing of prescriptions.

(c) The Committee shall have the power to declare the treatment of any chronic ailment, from which a member or dependant is suffering to be no longer a liability of the Society and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of 26 weeks.

11. SICK PAY.

(1) A member, in respect of whom deductions from wages are prescribed in Appendix B to this Agreement, who through sickness is compelled to absent himself from work for a period of not less than five consecutive days shall, subject to the provisions of sub-clause (4) of this clause and clause 10 of this part of the Agreement, be entitled to the following respective amounts of sick pay for such period of absence not exceeding eight weeks during any twelve calendar months—

- (i) a member in respect of whom a contribution of 73 cents or 65 cents per week is prescribed in sub-clauses (1) and (2) of clause 9 of this part of the Agreement: R7 per week;
- (ii) a member in respect of whom a contribution of 30 cents or 25 cents per week is prescribed in sub-clauses (1) and (2) of clause 9 of this part of the Agreement: R3.50.

(2) If a member referred to in sub-clause (1) (ii) of this clause is promoted to the class in respect of which the higher subscriptions are prescribed, he shall not be entitled to the higher rate of sick pay for such class until he has paid the higher subscriptions referred to in sub-clause (1) (i) of this clause for a consecutive period of twelve weeks.

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

12. LIMITATION OF BENEFITS.

(a) Without prejudice to the provisions of clauses 10 and 11 of this part of the Agreement, services required by members and their dependants in connection with any of the following shall not be a liability of the society:—

- (i) Any sickness arising out of disorderly behaviour, misconduct, or indulgence in intoxicating liquor, drugs or the like.
- (ii) Continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant.
- (iii) Any accidental or wilful injury which, in the opinion of the Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation or which is covered by insurance, to the extent of such compensation or cover, as the case may be.
- (iv) Injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment.
- (v) Sickness whilst on military service or for which the military authorities have accepted responsibility.
- (vi) Operations of choice.
- (vii) The supply of patent medicines and such antibiotics as may be determined by the Committee.
- (viii) Special treatments recommended by persons other than a registered medical practitioner.
- (ix) Maternity and/or obstetrical cases and/or sequela.
- (x) Mental ailments.
- (xi) Venereal disease.
- (xii) Heart operations which in the opinion of the Committee will involve the society in unreasonable expense.
- (xiii) Accounts submitted for payment more than four months after the date on which such liabilities were incurred.

(viii) sodanige ander dienste as wat van tyd tot tyd deur die Komitee ingestel kan word.

(ix) Siektebetaling in die geval van slegs 'n lid ooreenkomstig klousule 11 van hierdie deel van die Ooreenkoms, onderhewig aan dié voorbehoudsbepaling dat lede en hulle afhanklikes, nie geregtig word op enigeen van die voordele bepaal in hierdie deel van die Ooreenkoms nie totdat sodanige lede minstens 13 weke bydraes aan die Vereniging betaal het en/of hoogstens 8 weke agterstallig is met hulle lededgeld.

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

(c) Die Komitee het die reg om die behandeling van 'n chroniese siekte waaraan 'n lid of afhanklike ly, as nie sy verantwoordelikeheid te verklaar en om bystand ten opsigte van werklose lede wat 26 weke lank nie bydraes tot die Vereniging gemaak het nie, te staak.

11. SIEKTEBETALING.

(1) 'n Lid, ten opsigte van wie aftrekkings van lone in Aanhangel B van hierdie Ooreenkoms voorgeskryf word, en wat weens siekte verplig is om van die werk af weg te bly vir 'n tydperk van minstens 5 agtereenvolgende dae is, behoudens die bepaling van subklousule (4) van hierdie klousule en klousule 10 van hierdie deel van die Ooreenkoms, geregtig op die volgende onderskeie bedrae siektebetaling ten opsigte van sodanige afwesigheid vir 'n tydperk van hoogstens 8 weke gedurende enige 12 kalendermaande:—

- (i) 'n Lid ten opsigte van wie 'n bydrae van 73 sent of 68 sent per week in subklousules (1) en (2) van klousule 9 van hierdie Deel van die Ooreenkoms voorgeskryf word: R7 per week.
- (ii) 'n Lid ten opsigte van wie 'n bydrae van 30 sent of 25 sent per week in subklousules (1) en (2) van klousule 9 van hierdie Deel van die Ooreenkoms voorgeskryf word: R3.50.

(2) Indien 'n lid bedoel in subklousule (1) (ii) van hierdie klousule, bevorder word tot 'n loongroep ten opsigte waarvan hoër lededgeld voorgeskryf is, is hy nie geregtig op die hoër skaal van siektebetaling vir sodanige loongroep nie totdat hy die hoër lededgeld bedoel in subklousule (1) (i) van hierdie klousule, vir 'n aaneenlopende tydperk van 12 weke betaal het.

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

12. BEPERKING VAN BYSTAND.

(a) Sonder benadeling van die bepaling van klousules 10 en 11 van hierdie deel van die Ooreenkoms, is dienste wat vereis word deur lede en hulle afhanklikes in verband met enigeen van die volgende nie 'n aanspreeklikheid van die Vereniging nie:—

- (i) Enige siekte wat voortspruit uit die wanordelike gedrag, wangedrag of misbruik van sterk drank, verdowingsmiddels of dergelike.
- (ii) Voortduur van siekte in gevalle waar 'n lid of afhanklike weier om enige redelike opdrag of aanbeveling van sy mediese dokter na te kom.
- (iii) Enige ongeluk of opsetlike besering wat na die mening van die Komitee nie ten koste van die Vereniging gelê moet word nie, of enige onvermydelike of opsetlike besering waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en wel betaal of wat deur versekering gedek is, tot die omvang van sodanige vergoeding of dekking, na gelang van die geval.
- (iv) Beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, tot die omvang waartoe 'n werkgewer vir behandeling voorsiening maak.
- (v) Siekte terwyl op militêre diens of waarvoor die militêre owerhede verantwoordelikeheid aanvaar het.
- (vi) Operasies uit eie keuse.
- (vii) Die verskaffing van patente medisyne en sulke antibiotika as wat die Komitee kan vasstel.
- (viii) Spesiale behandelings wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word.
- (ix) Kraam- en/of verloskundige gevalle en/of komplikasies wat daaruit voortvloei.
- (x) Geestesiektes.
- (xi) Veneriese siekte.
- (xii) Hartoperasies wat volgens die mening van die Komitee die Vereniging onredelik baie sal kos.
- (xiii) Rekenings wat meer as 4 maande na die datum waarop die aanspreeklikheid aangegaan is, vir betaling voorgelê word.

Medical Committee.

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

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

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

15. POWERS AND DUTIES OF THE COMMITTEE.

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

- (i) from time to time invest so much of the moneys of the society as are not immediately required to meet the obligations of the society, as prescribed in clause V (6) of Part A of this Agreement, and
- (ii) realise, sell or otherwise dispose of or deal with any of the assets of the society.
- (iii) Subject to the approval of the Council, in addition—
 - (a) remove any member from membership of the society—
 - (i) if he applies in writing for such removal, or
 - (ii) if it is in the interest of the society;
 - (b) exempt any member from such provisions of this part of the Agreement as may be applicable to such member.

16. MEETING OF COMMITTEE.

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

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

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

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

17. REMUNERATION OF MEDICAL COMMITTEE.

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

18. VACATION OF SEATS BY COMMITTEE MEMBERS.

The seat of a representative or an alternate of the Committee shall be vacant if he—

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

When the seat of a representative or an alternate becomes vacant for any one of the reasons mentioned above the Council shall forthwith appoint another representative or alternate, as the case may be, to fill the vacancy.

19. SECRETARY.

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

20. FINANCIAL CONTROL.

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

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

Mediese Komitee.

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

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

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

15. BEVOEGDHEDE EN PLIGTE VAN KOMITEE.

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

- (i) van tyd tot tyd soveel van die gelde van die Vereniging belê as wat nie onmiddellik nodig is om die verpligtinge van die Vereniging te bestry nie, soos voorgeskryf in klousule V (6) van deel A van hierdie Ooreenkoms;
- (ii) enige van die bates van die Vereniging realiseer, verkoop of andersins daarmee handel; en
- (iii) behoudens die goedkeuring van die Raad, daarbenewens—
 - (a) 'n lid van lidmaatskap van die Vereniging onthef—
 - (i) indien hy skriftelik om dié ontheffing aansoek doen, of
 - (ii) indien dit in belang van die Vereniging is;
 - (b) 'n lid vrystel van die bepalings van hierdie deel van die Ooreenkoms wat op die lid van toepassing kan wees.

16. VERGADERINGS VAN KOMITEE.

(1) Die Komitee vergader minstens een maal per maand op 'n datum wat hy bepaal. 'n Spesiale vergadering word belê op versoek van minstens 3 verteenwoordigers en kan ook belê word na goeddunke van die voorsitter.

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

(3) Die kworums op vergaderings van die Komitee is 2 werkgewervertreterwoordigers en 2 werknemerverteenwoordigers.

(4) By enige vergadering waarop die voorsitter en ondervoorsitter afwesig is, kies die Komitee 1 uit hulle getal om vir dié vergadering as voorsitter op te tree.

17. BESOLDIGING VAN MEDIESE KOMITEE.

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

18. AFSTAND DOEN VAN AMP DEUR KOMITEELEDE.

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

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

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

19. SEKRETARIS.

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

20. FINANSIËLE BEHEER.

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

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

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

(h) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall within 3 months of the close of the period covered thereby be submitted to the Secretary for Labour, Pretoria.

21. INDEMNITY.

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

22. REGULATIONS.

The Committee shall have power to make, vary and repeal regulations not inconsistent with the provisions of this part of the agreement, or any other law for the efficient carrying out of the society's objects, and for determining the extent of the benefits to be granted by the society and the terms and conditions applicable thereto.

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

23. DISSOLUTION OF THE SOCIETY.

(a) In the event of the provisions of clause XIV of Part A of this Agreement, coming into operation, any amount left after realisation of all the assets of the society and after payment of all its creditors, liabilities and debts, shall revert to the funds of the Provident Fund, established in terms of part A of this Agreement, as an item to which the Provident Fund has become entitled in terms of clause IV (2) (d) of Part A of this Agreement.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which the Agreement is binding in terms of Section 34 (2) of the Act, the Society shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the Administration of the Society impracticable or undesirable in the opinion of the Registrar he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society or a paid official of one of the Trade Unions and the other being a member of the employers' organisation or a paid official thereof and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence the Society shall be liquidated upon the expiry of the Agreement by the Committee or trustees, as the case may be, and surplus moneys, if any, shall revert to the Provident Fund, established in terms of Part A of this Agreement, as an item to which the said fund has become entitled in terms of clause IV (2) (d) of Part A of this Agreement.

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

(d) In the event of the dissolution of the Council or in the event of it ceasing to function during any period which this Agreement is binding in terms of section 48 of the Act and should the Committee or such other persons as the Registrar may designate in terms of section 34 (2) of the Act, have any reasonable cause for the dissolution of the society before the expiry of the Agreement and should any amount be left over after payment of all creditors, liabilities and debts of the society, the Committee or other persons referred to herein, as the case may be, shall in consultation with the auditor of the society determine what portion of the amount so left over be paid to the trade unions to assist them in the re-establishment of a similar Sick Benefit Scheme and what portion shall be dealt with in accordance with the provisions of sub-clause (a) of this clause.

(g) So spoedig doenlik na 28 Februarie van elke jaar moet die Vereniging 'n staat opstel van alle inkomste en uitgawe van die Vereniging en 'n balansstaat wat die bates en laste aantoon ten opsigte van die tydperk van 12 maande geëindig 28 Februarie, wat deur die ouditeur gesertifiseer en deur die voorsitter van die Vereniging mede-onderteken moet word, en tesame met enige verslag deur die ouditeur daaroor aan die Raad gestuur word.

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

21. VRYWARING.

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

2. REGULASIES.

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

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

23. ONTBINDING VAN DIE VERENIGING.

(a) Wanneer die bepalinge van klousule XIV van Deel A van hierdie Ooreenkoms in werking tree, kom enige bedrag wat oorbly na 'n realisering van al die bates van die Vereniging en na betaling van al sy krediteure, laste en skulde, die fondse van die Voorsorgfonds toe wat ingestel is ooreenkomstig Deel A van hierdie Ooreenkoms as 'n item waarop die Voorsorgfonds geregtig geword het ooreenkomstig klousule IV (2) (d) van Deel A van hierdie Ooreenkoms.

(b) Ingeval die Raad ontbind word, of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin die Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, word die Vereniging steeds geadmistreer deur die Komitee of sulke ander persone as wat die Registrateur mag aanwys ingevolge dié sub-artikel. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur aangevul word uit werkgewer- en werknemer-vertegenwoordigers in die Komitee. Ingeval die Komitee nie in staat is nie of onwilling is om sy pligte uit te voer, of 'n doele punt ontstaan wat die administrasie van die Vereniging onmoontlik of onwenslik maak na die mening van die Registrateur, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer, van wie een 'n lid van die Vereniging of 'n betaalde amptenaar van een van die vakverenigings moet wees en die ander 'n lid van die werkgewersorganisasie of betaalde amptenaar daarvan, en hierdie persone tesame is die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, word die Vereniging by verstryking van die Ooreenkoms deur die Komitee of trustees, na gelang van die geval, gelikwieder en surplusgelde, indien daar is, kom die Voorsorgfonds wat ingestel is ooreenkomstig Deel A van hierdie Ooreenkoms toe, as 'n item waarop genoemde fonds geregtig geword het ooreenkomstig klousule IV (2) (d) van Deel A van hierdie Ooreenkoms.

(c) As die Komitee enige redelike rede het vir die ontbinding van die Vereniging voor die verval van hierdie Ooreenkoms en by goedkeuring deur die Raad van die Komitee se besluit om die Vereniging te ontbind, en indien enige bedrag oorbly na realisering van al die bates van die Vereniging en na betaling van alle krediteure, laste en skulde van die Vereniging, moet die Raad in samespreking met die ouditeur van die Vereniging, bepaal watter gedeelte van die bedrag wat aldus oorbly, aan die vakverenigings betaal moet word om hulle te help met die herinstelling van 'n dergelike siektebystandskema en met watter gedeelte gehandel moet word ooreenkomstig die bepalinge van subklousule (a) van hierdie klousule.

(d) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waartydens hierdie Ooreenkoms bindend is ingevolge artikel 48 van die Wet, en as die Komitee of sulke ander persone as wat die Registrateur ooreenkomstig artikel 34 (2) van die Wet mag aanwys, enige redelike rede het vir die ontbinding van die Vereniging voor die verval van die Ooreenkoms en as enige bedrag oorbly na betaling van alle krediteure, laste en skulde van die Vereniging, moet die Komitee of ander persone hierin genoem, na gelang van die geval, in samespreking met die ouditeur van die Vereniging, vasstel watter gedeelte van die bedrag wat aldus oorbly, aan die vakverenigings betaal moet word om hulle te help met die herinstelling van 'n dergelike siektebystandskema en met watter gedeelte gehandel moet word ooreenkomstig die bepalinge van subklousule (a) van hierdie klousule.

2. DEFINITIONS.

- "Association" shall mean The Transvaal Furniture Workers' Mortality Benefit Association.
 "Council" shall mean The Industrial Council for the Furniture Manufacturing Industry, Transvaal.
 "Committee" shall mean the Management Committee established in terms of clause 8 of this part of the Agreement.
 "dependant" shall mean, in relation to a member—

- (a) his widow;
 (b) his minor child or minor step-child;

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

"member" shall mean a person who has been duly admitted to membership of the Association in terms of the provisions of this part of the Agreement.

3. OBJECTS.

- (a) The objects of the association shall be to provide benefits for a dependant of a member of the association in the event of the death of such member.

4. MEMBERSHIP.

- (a) Membership of the association shall be compulsory for—
 (i) members of the Provident Fund constituted in terms of Part A of this Agreement; and
 (ii) such persons in respect of whom exemption from membership of the Provident Fund has been granted.
 (b) Subject to the provisions of sub-clause (c) hereof, membership of the association shall cease—
 (i) immediately there is a cessation of contributions in respect of such member; or
 (ii) 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 6 of this part of the Agreement.
 (c) Notwithstanding anything to the contrary contained in sub-clause (b) of this clause, membership shall not cease where the cessation of contributions is occasioned by—
 (i) a member attaining the age of 65 years;
 (ii) unemployment;
 (iii) the inability of the member to work because of ill-health;
 (iv) short-time.

5. SUBSCRIPTIONS.

- (a) The subscription payable in respect of each member (other than a member who has attained the age of 65 years) shall be 6 cents per week and shall—
 (i) in respect of a member referred to in clause 4 (a) (i) of this part of the Agreement, be diverted in equal proportions from the contributions prescribed in clause VII (1) of Part A of the Main Agreement, and
 (ii) in respect of a member referred to in clause 4 (a) (ii) of this part of the Agreement, be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Association.
 (b) Subscriptions shall not be paid in respect of a member who has attained the age of 65 years.

6. MORTALITY BENEFITS.

- (1) Upon the death of a member and subject to the provisions of clause 7 of this part of the Agreement the mortality benefit payable to a dependant shall be—

- (i) in the case of a dependant of a deceased member who has not attained the age of 65 years: R500;
 (ii) dependent upon such surplus as may accrue to the Association annually the Mortality Committee shall, upon the death of a member who has attained the age of 65 years decide upon the Mortality benefit to be paid to the dependant of such member which amount shall not exceed R500;

(2) should a deceased member have no dependant, the Committee may, in its discretion consider an application for an *ex gratia* payment in respect of such deceased member, subject to the proviso that, should the Committee decide to make such payment, it shall not exceed the maximum benefit to which a dependant would have been entitled to in terms of this clause.

2. WOORDOMSKRYWINGS.

- "Vereniging" beteken die Sterftebystandsvereniging vir Meubelwerkers in Transvaal.
 "Raad" beteken die Nywerheidsraad vir die Meubelnywerheid, Transvaal.
 "Komitee" beteken die Bestuurskomitee ingestel ingevolge klousule 8 van hierdie deel van die Ooreenkoms.
 "Afhanklike" beteken, met betrekking tot 'n lid—

- (a) sy weduwee;
 (b) sy minderjarige kind of minderjarige stiefkind;
 (c) enige ander persoon wat heeltemal of hoofsaaklik van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is; met dien verstande dat, behoudens die goedkeuring van die Raad, die Komitee se beslissing oor wie die afhanklikes van die afgestorwe lid ingevolge hierdie paragraaf is, beslissend is.

"Lid" beteken 'n persoon wat ooreenkomstig die bepaling van hierdie deel van die Ooreenkoms behoorlik as lid van die Vereniging toegelaat is.

3. DOELSTELLINGS.

- (a) Die oogmerke van die Vereniging is om voorsiening te maak vir 'n afhanklike van 'n lid van hierdie Vereniging ingeval sodanige lid te sterwe kom.

4. LIDMAATSKAP.

- (a) Lidmaatskap van die Vereniging is verpligtend vir—
 (i) lede van die Voorsorgfonds soos ingestel by Deel A van hierdie Ooreenkoms; en
 (ii) persone ten opsigte van wie vrystelling van die verpligting om lid van die Voorsorgfonds te wees, verleen is.
 (b) Behoudens die bepaling van subklousule (c) hiervan, eindig lidmaatskap van die Vereniging—
 (i) sodra die bydraes ten opsigte van dié lid gestaak word, of
 (ii) wanneer 'n lid sy bande met die Nywerheid verbreek,
 en die afhanklike van sodanige voormalige lid is dan nie meer op die voordele voorgeskryf in klousule 6 van hierdie Deel van die Ooreenkoms, geregtig nie.
 (c) Ondanks andersluidende bepaling in subklousule (b) van hierdie klousule, word lidmaatskap nie beëindig nie wanneer die bydraes gestaak word vanweë—
 (i) die bereiking, deur van 'n lid, van die ouderdom van 65 jaar;
 (ii) werkloosheid;
 (iii) die onvermoë van 'n lid om te werk as gevolg van swak gesondheid;
 (iv) korttyd.

5. LEDEGELD.

- (a) Die ledegeld betaalbaar ten opsigte van elke lid (uitgesonderd 'n lid wat die ouderdom van 65 jaar bereik het) is 6 sent per week en moet—
 (i) ten opsigte van 'n lid bedoel in klousule 4 (a) (i) van hierdie deel van die Ooreenkoms, in gelyke dele uit die bydraes voorgeskryf in klousule VII (1) van deel A van die Hofooreenkoms, aangewend word, en
 (ii) ten opsigte van 'n lid gemeld in klousule 4 (a) (ii) van hierdie deel van die Ooreenkoms, weekliks deur sy werkgever afgetrek word van die loon van die lid en maand na maand aan die Sekretaris van die Vereniging gestuur word.
 (b) Ledegeld word nie betaal ten opsigte van 'n lid wat die ouderdom van 65 jaar bereik het nie.

6. STERFTEBYSTAND.

- (1) By die afsterwe van 'n lid en behoudens die bepaling van klousule 7 van hierdie deel van die Ooreenkoms, is die Sterftebystand wat aan 'n afhanklike betaalbaar is, soos volg:—

- (i) In die geval van 'n afhanklike van 'n afgestorwe lid wat nog nie die ouderdom van 65 jaar bereik het nie: R500;
 (ii) met inagneming van dié surplus wat die Vereniging jaarliks mag toeval, moet die Sterftekomitee by die afsterwe van 'n lid wat die ouderdom van 65 jaar bereik het, besluit op die Sterftevoordele wat aan die afhanklike van sodanige lid betaal moet word, welke bedrag nie R500 moet oorskry nie.

(2) Ingeval 'n afgestorwe lid geen afhanklike sou hê nie, kan die Komitee na goeddunke 'n aansoek om 'n *ex gratia*-uitbetaling ten opsigte van die gestorwe lid oorweeg, onderhewig aan die voorbehoudspaling dat, indien die Komitee sou besluit om die uitbetaling te maak, dit nie die maksimum bystand waarop 'n

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.

8. ADMINISTRATION OF THE ASSOCIATION.

The administration of the association shall be vested in a Management Committee consisting of the Chairman and Vice-chairman of the council and in addition thereto 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 alternative shall be appointed by the Council. The Chairman and Vice-chairman of the Council shall be the Chairman and Vice-chairman of the Committee.

9. SECRETARY.

The Secretary of the Provident Fund shall be the Secretary of the Association.

10. POWERS AND DUTIES OF THE COMMITTEE.

(a) 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 part of the Agreement, and in so doing the Committee shall take all such steps as it may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

(b) The Committee shall collect and receive all revenue of the Association and shall deposit all moneys so received without abatement in a banking account opened in the name of the Association. An official receipt shall be issued for all 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 authorized by the Council, countersigned by the Secretary.

In particular the Committee may—

- (i) realise, sell or otherwise dispose of or deal with any of the assets of the Association;
- (ii) contract with an Insurance Company registered in terms of Act No. 27 of 1943, as amended, to underwrite all or any of the benefits prescribed in clause 6 of this part of the Agreement.
- (c) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Management Committee and to make, amend and alter rules governing the administration of the Association; provided such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law.
- (d) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.
- (e) The Council shall have the power to appoint an auditor, and staff on such terms and conditions as it may think fit and to vary such appointments, to arrange and to provide for premises, office furniture and equipment for the administration of the Association.

11. FINANCIAL CONTROL.

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

(b) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause V (6) of Part A of this Agreement.

(c) The financial year of the Association shall end on the 28th February, of each year.

(d) As soon as possible after the 28th 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 28th 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.

(e) 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, Pretoria.

12. MEETING OF COMMITTEE.

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

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

jaar vanaf die datum van oorlyde van die betrokke lid) wat die Komitee mag toelaat indien sodanige Komitee daarvan oortuig is dat die vertraging van die aansoek veroorsaak was deur gebeurtenisse buite die beheer van die aansoeker.

8. ADMINISTRASIE VAN DIE VERENIGING.

Die administrasie van die Vereniging berus by 'n Bestuurskomitee wat bestaan uit die Voorsitter en Ondervoorsitter van die Raad en daarbenewens drie werkgewers- en drie werknemer-vertegenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet daar 'n sekondus deur die Raad aangestel word. Die Voorsitter en die Ondervoorsitter van die Raad is die Voorsitter en die Ondervoorsitter van die Komitee.

9. SEKRETARIS.

Die Sekretaris van die Voorsorgfonds is die Sekretaris van die Vereniging.

10. BEVOEGHEDHE EN PLIGTE VAN DIE KOMITEE.

(a) Behoudens die goedkeuring van 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 deel van die Ooreenkoms en in die uitvoering daarvan doen die Komitee al dié stappe wat hy noodsaaklik mag ag of wat hy mag beskou as bevorderlik vir of wat sal help in die verwesenliking van sadanige oogmerk.

(b) Die Komitee vorder alle inkomste van die Vereniging in, ontvang dit en belê alle gelde aldus ontvang, sonder enige aftrekking in 'n bankrekening wat op naam van die Vereniging geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle gelde wat in die Vereniging ontvang word, en opvragings uit die rekening van die Vereniging geskied per tjek wat deur dié persone wat van tyd tot tyd deur die Raad gemagtig mag word, onderteken en deur die Sekretaris mede-onderteken moet word.

In die besonder mag die Komitee—

- (i) enige deel van die bates van die Vereniging te gelde maak, van die hand sit of op 'n ander manier daarvoor beskik of daarmee handel;
- (ii) 'n kontrak met 'n versekeringsmaatskappy wat geregistreer is ooreenkomstig Wet No. 27 van 1943, soos gewysig, aangaan om al die bystand voorgeskryf in klousule 6 van hierdie deel van die Ooreenkoms, of 'n deel daarvan, te verseker.
- (c) Die Raad het die bevoegdheid om sy eie reglement vir die Bestuurskomitee te verander en te wysig en om reëls betreffende die administrasie van die Vereniging op te stel, te wysig en te verander; met dien verstande dat sodanige reëls, of enige wysiging daarvan, nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of met die bepalings van 'n ander wet is nie.
- (d) Ingeval die Bestuurskomitee om die een of ander rede nie in staat is om sy pligte uit te voer nie, moet die Raad sodanige pligte uitvoer en sodanige bevoegdhede uitoefen.
- (e) Die Raad het die bevoegdheid om 'n ouditeur en personeel aan te stel op dié voorwaardes wat hy dienstig mag ag en om sodanige aanstelling te verander, om te reël vir persele, kantoor-meubels en uitrusting vir die administrasie van die Vereniging en dit te verskaf.

11. FINANSIËLE BEHEER.

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

(b) Alle gelde wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule V (6) van Deel A van hierdie Ooreenkoms.

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

(d) Die Vereniging moet so gou moontlik ná 28 Februarie elke jaar 'n staat van alle inkomste en uitgawes van die Vereniging en 'n balansstaat van die bates en laste ten opsigte van die voorafgaande tydperk van 12 maande geëindig 28 Februarie, opstel wat deur die ouditeur gesertifiseer, deur die voorsitter van die Vereniging medeonderteken en by die Raad ingedien moet word saam met enige verslag van die ouditering daarvoor.

(e) Die geouditeerde staat en balansstaat lê daarna ter insae in die kantoor van die Raad, en kopieë daarvan moet binne drie maande na die einde van die tydperk waarop dit betrekking het, by die Sekretaris van Arbeid, Pretoria, ingedien word.

12. VERGADERINGS VAN DIE KOMITEE.

(a) Die Komitee moet minstens een keer per maand vergader op 'n datum wat hy vasstel. 'n Spesiale vergadering moet byeen-geroep word op versoek van minstens 3 verteenwoordigers en mag ook na goedvinde van die Voorsitter byeengeroep word.

(b) Die Sekretaris moet minstens 2 dae voor die datum van 'n vergadering van die Komitee skriftelik kennis gee van sodanige vergadering, en die kennisgewing moet die sake meld wat behandel gaan word; met dien verstande dat, in die geval van 'n spesiale vergadering, die Voorsitter magtiging vir 'n korter kennisgewings-tyd mag verleen.

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

13. VACATION OF SEATS BY COMMITTEE MEMBERS.

The seat of a representative or an alternate of the Committee shall be vacant if he—

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

When the seat of a representative or an alternate becomes vacant for any one of the reasons mentioned above the Council shall forthwith appoint another representative or alternate, as the case may be, to fill the vacancy.

14. INDEMNITY.

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

15. DISSOLUTION OF THE ASSOCIATION.

(a) In the event of the provisions of clause XIV of part A of this Agreement coming into operation any amount left after realisation of all the assets of the Association and after payment of all its creditors, liabilities and debts shall revert to the funds of the Provident Fund, established in terms of Part A of this Agreement, as an item to which the Provident Fund has become entitled in terms of clause IV (2) (d) of Part A of this Agreement.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which the Agreement is binding in terms of section thirty-four (2) of the Act as amended, the Association shall continue to be administered by the Committee or such other person as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees as the case may be so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Association impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Association or a paid official of one of the Trade Unions and the other being a member of the employers' organization 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 Association shall be liquidated upon the expiry of the Agreement by the Committee or Trustees, as the case may be, and surplus moneys, if any, shall revert to the Provident Fund established in terms of Part A of this Main Agreement, as an item to which the said Fund has become entitled in terms of clause IV (2) (d) of Part A of this Agreement.

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

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

This Agreement signed on behalf of the Parties on the Sixteenth day of June, 1966.

I. R. MYERS,
Chairman of the Council.

(d) Op 'n vergadering waar die Voorsitter en Ondervoorsitter afwesig is, moet die Komitee een uit hul geledere kies tot voorsitter vir daardie vergadering.

13. ONTRUIMING VAN SETELS DEUR KOMITEELEDE.

'n Verteenwoordiger, of 'n sekundus, wat lid is van die Komitee, ontruim sy setel as hy—

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

Wanneer 'n verteenwoordiger of sy sekundus sy setel om enigen van bogenoemde redes ontruim, stel die Raad onverwyld 'n ander verteenwoordiger of sekundus, na gelang van die geval, aan om die vakature te vul.

14. VRYWARING.

Die lede van die Komitee en ampsdraers en werknemers van die Vereniging is en word hierby deur die Vereniging gevrywaar teen alle verliese of onkoste deur hulle aangegaan in of in verband met die bona fide uitvoering van hul pligte.

15. ONTBINDING VAN DIE VERENIGING.

(a) Ingeval die bepalings van klousule XIV van Deel A van hierdie Ooreenkoms in werking tree, val alle bedrae wat oorbly nadat al die bates van die Vereniging te gelde gemaak en al sy krediteure, skulde en aanspreeklikhede betaal en nagekom is, aan die fondse van die Voorsorgfond soos ingestel ooreenkomstig Deel A van hierdie Ooreenkoms, terug as 'n item waarop die Voorsorgfondse geregtig geword het ooreenkomstig klousule IV (2) (d) van Deel A van hierdie Ooreenkoms.

(b) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin die ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, soos gewysig, word die Vereniging steeds geadmistreer deur die Komitee of dié ander persone wat die Registrateur ooreenkomstig daardie subartikel mag aanwys. Die Registrateur kan alle vakatures wat in die Komitee ontstaan, uit die geledere van die werkgewers en werknemers, na gelang van die geval, vul sodat 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Komitee verseker word. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte uit te voer, of te staan kom voor 'n dooie punt wat die administrasie van die Vereniging na die mening van die Registrateur onmoontlik of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld twee of meer persone moet koöpteer, van wie een 'n lid van die Vereniging of 'n betaalde amptenaar van een van die vakverenigings en die ander 'n lid van die werkgewers-organisatie of 'n betaalde amptenaar daarvan moet wees, en hierdie persone vorm tesame die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, word die Vereniging by verstryking van die Ooreenkoms gelikwedeer deur die Komitee of trustees, na gelang van die geval, en val surplusgelde, indien daar is, aan die Voorsorgfondse wat ooreenkomstig Deel A van die Hoofdooreenkoms ingestel is, terug as 'n item waarop genoemde fondse ooreenkomstig klousule IV (2) (d) van Deel A van hierdie Ooreenkoms geregtig geword het.

(c) As die Komitee redelike gronde het vir die ontbinding van die Vereniging voordat hierdie Ooreenkoms verstryk, en by goedkeuring deur die Raad, van die Komitee se besluit om die Vereniging te ontbind, en indien daar 'n bedrag oorbly nadat al die bates van die Vereniging te gelde gemaak en alle krediteure, skulde en aanspreeklikhede van die Vereniging betaal en nagekom is, moet die Raad bepaal watter gedeelte van die bedrag wat aldus oorbly, aan die vakverenigings betaal moet word om hulle te help met die herinstelling van 'n dergelike sterftbystandvereniging en met watter gedeelte daar ooreenkomstig die bepalings van subklousule (a) van hierdie klousule gehandel moet word.

(d) Ingeval die Raad ontbind of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 48 van die Wet, en as die Komitee of dié ander persone wat die Registrateur ooreenkomstig artikel 34 (2) van die Wet mag aanwys, redelike grond het vir die ontbinding van die Vereniging voordat die Ooreenkoms verstryk en as daar 'n bedrag oorbly nadat alle krediteure, skulde en aanspreeklikhede van die Vereniging betaal en nagekom is, moet die Komitee of ander persone hierin genoem, na gelang van die geval, in oorleg met die ouditeur van die Vereniging, vasstel watter gedeelte van die bedrag wat aldus oorbly, aan die vakverenigings betaal moet word om hulle te help met die herinstelling van 'n dergelike sterftbystandvereniging en met watter gedeelte daar ooreenkomstig die bepalings van subklousule (a) van hierdie klousule gehandel moet word.

Hierdie Ooreenkoms namens die partye op die 16de dag van Junie 1966 onderteken.

I. R. MYERS,

APPENDIX A.

[Statement submitted in terms of Clause VII (2) of Part A of this Agreement, and Clause 31 of Government Notice No. R. 88 of the 15th January, 1965.]
 Name and Address of Firm _____ Month of _____

Surname of employee.	Christian Name or Names of Employee.	Occupation.	Number of Hours worked during Week ended					Weekly Remuneration. Week ended					Total No. of Weeks.	Employee's Contribution. R c	Employer's Contribution. R c	Total Contribution. R c	Trade Union Subs. R c	For Office Use only.			General Information.
																		Prov. Fund.	Sick Benefit.	Mortality Ass.	
																		R c	R c	R c	
			TOTALS . . .																		

AANHANGSEL A.

[Staat voorgelê ingevolge klousule VII (2) van Deel A van hierdie ooreenkoms, en klousule 31 van Goewermenskennisgewing No. R. 88 van 15 Januarie 1965.]
 Naam en adres van onderneming _____ Maand _____

Van van werknemer.	Voornaam of -name van werknemer.	Beroep.	Getal ure gewerk gedurende week					Weeklikse besoldiging. Week geëindig					Totale getal weke.	Werk-nemers-bydrae. R c	Werk-gewers-bydrae. R c	Totale bydrae. R c	Vakver-eniging-ledegeld. R c	Slegs vir kantoorgebruik.			Algemene Inligting.
																		Voorsorgs-fonds.	Siekeby-stand.	Sterfte-bystand.	
																		R c	R c	R c	
			TOTALE . . .																		

APPENDIX B.

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

Basis of Deductions and Contributions in respect of the following Classes of Employees.	A. Deductions from Wages.	B. Employer's Contributions.	C. Total Weekly Remittance.
	R	R	R
(1) Deductions and Contributions based on Earnings:— Employees (excluding apprentices and learners) performing any work for which a wage of R28.50 per week is prescribed in Part II of the Agreement published under Government Notice No. R88 of the 15th January, 1965, who earn:—			
(i) Up to R32 per week.....	1.00	1.00	2.00
(ii) From R32.01 to R34 per week.....	1.00	1.15	2.15
(iii) From R34.01 upwards.....	1.00	1.40	2.40
(2) Deductions and Contributions based on Prescribed Wages:— Employees (excluding apprentices and learners) performing any work for which the following respective wage rates are prescribed in Part II and in the first column of Part IV B of the Agreement published under Government Notice R. 88 of the 15th January, 1965, irrespective of what they earn:—			
(a) R22.72 per week.....	0.90	0.80	1.70
(b) R20.48 per week.....	0.90	0.75	1.65
(c) R19.20 per week.....	0.90	0.70	1.60
(d) R19.05 per week.....	0.90	0.70	1.60
(e) R18.41 per week.....	0.87	0.67	1.54
(f) R17.08 per week.....	0.87	0.65	1.52
(g) R16.31 per week.....	0.85	0.63	1.48
(h) R15.95 per week.....	0.85	0.63	1.48
(i) R15.39 per week.....	0.85	0.60	1.45
(j) R14.80 per week.....	0.85	0.60	1.45
(k) R15.50 per week.....	0.85	0.55	1.40
(l) R11.00 per week.....	0.47	0.50	0.97
(m) R10.00 per week.....	0.42	0.45	0.87
(3) Major Apprentices:—			
(a) During the first year of apprenticeship.....	0.50	0.50	1.00
(b) During the second year of apprenticeship.....	0.60	0.60	1.20
(c) During the third year of apprenticeship.....	0.85	0.70	1.55
(d) During the fourth year of apprenticeship.....	0.90	0.80	1.70
(4) Minor Apprentices and Learners:—			
(a) During the first, second and third periods of training.....	0.25	—	0.25
(b) During the fourth period of training.....	0.65	—	0.65

AANHANGSEL B.

Bylae van totale aftrekkings en bydraes aan die Voorsorgfonds vir die Meubelnywerheid, Transvaal, die Siektebystandsvereniging vir Meubelwerkers in die Transvaal en die Sterftebystandsvereniging vir Meubelwerkers in die Transvaal.

Grondslag van aftrekkings en bydraes ten opsigte van die volgende klasse werknemers.	A. Aftrekkings van loon.	B. Werkgewers- bydraes.	C. Totale week- likse betalings
	R	R	R
(1) Aftrekkings en bydraes gebaseer op verdienste:— Werknemers (uitgesonderd vakleerlinge en leerlinge) wat werk doen waarvoor 'n loon van R28.50 per week voorgeskryf is in Deel II van die Ooreenkoms gepubliseer by Goewermmentskennissgewing No. R. 88 van 15 Januarie, 1965 wat die volgende verdien:—			
(i) Tot R32 per week.....	1.00	1.00	2.00
(ii) Van R32.01 tot R34 per week.....	1.00	1.15	2.15
(iii) R34.01 en meer.....	1.00	1.40	2.40
(2) Aftrekkings en bydraes gebaseer op voorgeskrewe loon:— Werknemers (uitgesonderd vakleerlinge en leerlinge) wat werk doen waarvoor die volgende onderskeie loonskale voorgeskryf is in Dele II en IV van die Ooreenkoms, gepubliseer by Goewermmentskennissgewing No. R. 88 van 15 Januarie 1965, sonder inagneming van wat hulle verdien:—			
(a) R22.72 per week.....	0.90	0.80	1.70
(b) R20.48 per week.....	0.90	0.75	1.65
(c) R19.20 per week.....	0.90	0.70	1.60
(d) R19.05 per week.....	0.90	0.70	1.60
(e) R18.41 per week.....	0.87	0.67	1.54
(f) R17.08 per week.....	0.87	0.65	1.52
(g) R16.31 per week.....	0.85	0.63	1.48
(h) R15.95 per week.....	0.85	0.63	1.48
(i) R15.39 per week.....	0.85	0.60	1.45
(j) R14.80 per week.....	0.85	0.60	1.45
(k) R15.50 per week.....	0.85	0.55	1.40
(l) R11.00 per week.....	0.47	0.50	0.97
(m) R10.00 per week.....	0.42	0.45	0.87
(3) Meerderjarige vakleerlinge:—			
(a) Gedurende eerste jaar van vakleerlingskap.....	0.50	0.50	1.00
(b) Gedurende tweede jaar van vakleerlingskap.....	0.60	0.60	1.20

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