



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2492

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 2492

Registered at the Post Office as a Newspaper

VOL. 145]

PRETORIA, 8 JULIE 1977
8 JULY

[No. 5644

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1238

8 Julie 1977

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, NATAL.—AANVULLENDE VOORSORGFONDS-, SIEKTEBESOLDIGINGSBYSTANDSFONDS- EN STERFTEBYSTANDSVERENIGINGOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1979 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 verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 2 en 5 van Hoofstuk I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van Hoofstuk I van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5 van Hoofstuk I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1979 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Hoofstuk I van die Ooreenkoms, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1238

8 July 1977

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL.—SUPPLEMENTARY PROVIDENT FUND, SICK PAY BENEFIT FUND AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1979, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1979, 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 areas specified in clause 1 (1) (b) of Chapter I of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Chapter I of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1979, the provisions of the said Agreement, excluding those contained in clause 1 (1) (a), 2 and 5 of Chapter I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

5644—1

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL

AANVULLENDE VOORSORGFONDS-, SIEKTEBESOLDIGINGSBYSTANDSFONDS- EN STERFTEBYSTANDS-VERENIGINGOOREENKOMS

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

Natal Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

en die

National Union of Furniture and Allied Workers of South Africa

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

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

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrostrikte Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie.

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

(a) slegs van toepassing op werknemers, uitgesonderd los werknemers, vir wie minimum lone in die Hofooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers vir wie Hoofstukke II, IV en V van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977 bindend is;

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel, en bly van krag vir die tydperk eindigende 31 Julie 1979 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike geslag aandui, die vroulike, en dié wat die enkelvoud aandui, die meervoud, en omgekeerd; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Vereniging" die Sterftebystandsvereniging vir Natalse Meubelwerkers, waarvoor in Hoofstuk IV van hierdie Ooreenkoms voorsiening gemaak word;

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

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

"Komitee" of "Bestuurskomitee", vir doeleindes van die administrasie van die Fonds, die Komitee deur die Raad aangestel ingevolge klousule 2 (1) (a) van Hoofstuk II en, vir doeleindes van die administrasie van die Vereniging, die Komitee deur die Raad aangestel ingevolge klousule 7 van Hoofstuk V van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL

SUPPLEMENTARY PROVIDENT FUND, SICK PAY BENEFIT FUND AND MORTALITY BENEFIT ASSOCIATION AGREEMENT

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

Natal Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa

and the

National Union of Furniture and Allied Workers of South Africa

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

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

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions, who are engaged or employed therein;

(b) in the Magisterial Districts of Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie.

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

(a) apply only to employees, other than casual employees, for whom wages are prescribed in the Main Agreement;

(b) not apply to employees upon whom the provisions of Chapters II, IV and V of the Agreement published under Government Notice R. 1236 of 8 July 1977 are binding

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation for the period ending 31 July 1979, or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, 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—

"Act" means the Industrial Conciliation Act, 1956;

"Association" means the Natal Furniture Workers' Mortality Benefit Association, provided for in Chapter IV of this Agreement;

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

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

"Committee" or "Management Committee" shall, for the purposes of the administration of the Fund, mean the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II and for the purposes of the administration of the Association mean the Committee appointed by the Council in accordance with the provisions of clause 7 of Chapter V of the Agreement published under Government Notice R. 1236 dated 8 July 1977;

"bydraes" die geld wat betaalbaar is aan die Fonds ingevolge klousule 3 (1) (a) van Hoofstuk II en/of geld oorgedra ingevolge klousule 3 (5) van Hoofstuk II van hierdie Ooreenkoms, ooreenkomstig klousule 3 (1) van Hoofstuk III van die Siektebesoldigingsbystandsfonds en/of klousule 3 van Hoofstuk IV van die Vereniging;

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Natal; "dag" met betrekking tot siektebesoldigingsbystand, enige dag tussen en tot en met 'n Maandag en Vrydag in 'n werkweek van vyfdae, en Maandag en Saterdag in 'n werkweek van sesdae; "afhanklike", met betrekking tot 'n lid vir die toepassing van Hoofstuk II—

- (a) sy wettige vrou;
- (b) sy weduwee;
- (c) sy minderjarige kind, wettig aangenome kind, pleegkind of minderjarige stiefkind; of
- (d) enige ander persoon wat geheel en al van sodanige lid afhanklik is en wat aan die Komitee bewys lewer dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing oor wie die afhanklikes van die oorlede lid is, ingevolge hierdie paragraaf, afdoende is;

"boekjaar", vir die toepassing van hierdie Ooreenkoms, die tydperk wat op die eerste dag van Maart in een jaar begin en op die laaste dag van Februarie in die daaropvolgende jaar eindig; "Fonds" die "Voorsorgfonds vir die Meubelnywerheid, Natal", wat ingevolge Hoofstuk II van hierdie Ooreenkoms voortgesit word;

"Fondsweek" die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag, of sodanige ander dag as waaroor die Raad ooreenkom;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigins te beperk, die vervaardiging, hetsy in die geheel of gedeeltelik, van meubels van alle tipes, afgesien van die materiaal wat gebruik word, en dit sluit onder andere ook die volgende werksaamhede in:

Herstelwerk; stoffeerwerk; herstoffeerwerk; beitswerk; spuitwerk of poleerwerk en/of herpoleerwerk; die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van kasveermatrasse en/of rame vir stoffeerwerk; masjienhoutwerk; fineerwerk; houtdraaiwerk; houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; poleerwerk en/of herpoleerwerk aan klaviere, of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroes of teaters, kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, beleglae, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar masjienhoutwerk, houtdraaiwerk en/of houtsnijwerk uitgevoer word in verband met die vervaardiging van meubels; voorts ook herstelwerk, herstoffeerwerk of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word en die vervaardiging van metaalmeubels, met inbegrip van metaalkatels;

"leerling" 'n werknemer wat gemagtig is of geag word gemagtig te wees as 'n leerling ingevolge enige Ooreenkoms, gepubliseer ingevolge die Wet, wat van tyd tot tyd vir die Nywerheid bindend is of was.

"Hofooreenkoms" enige geldende ooreenkoms vir die Meubelnywerheid, Natal, wat kragtens artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by gebrek aan sodanige ooreenkoms, die laaste loonooreenkoms wat vir die Nywerheid kragtens die Wet gepubliseer is;

"Mediese Komitee" die Mediese Komitee wat deur die Raad aangestel is ooreenkomstig klousule 7 van Hoofstuk IV van die Ooreenkoms gepubliseer by Goewermentskennigsgewing R. 1236 van 8 Julie 1977;

"lid" 'n werknemer wat toegelaat is as lid van die Fonds en die woorde "lid" en "lidmaatskap" het 'n ooreenstemmende betekenis;

"lid se krediet" die bedrag wat tot die Siekte besoldigingsbystandsfonds bygedra is namens 'n lid van die Siektebesoldigingsbystandsfonds;

"gewone loon" die loon gebaseer op 'n werknemer se verdienste, uitgesonderd betaling vir oortydwerk, vakansiebesoldiging en enige bonus, wat betaalbaar is as hy gedurende enige bepaalde week 44 uur gewerk het;

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

"betaaldag" Vrydag elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag voor Vrydag moet wees of enige dag waarvoor die Raad vrystelling verleen het om 'n betaaldag te wees;

"contributions" means the moneys payable to the Fund in terms of clause 3 (1) (a) of Chapter II and/or moneys diverted in terms of clause 3 (5) of Chapter II of this Agreement, in accordance with clause 3 (1) of Chapter III of the Sick Pay Benefit Fund and/or clause 3 of Chapter IV to the Association;

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

"day" means in relation to sick pay benefits, any day between and inclusive of a Monday and Friday in any five day week and Monday and Saturday in any six day week;

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

- (a) his legal wife;
- (b) his widow;
- (c) his minor child, legally adopted child, foster child or minor step-child; or
- (d) any other person wholly 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 be final;

"financial year" for the purposes of this Agreement means the period commencing on the first day of March in one year, and ending on the last day of the month of February in the ensuing year;

"Fund" means the Provident Fund for the Furniture Manufacturing Industry, Natal, continued in terms of clause 1 (1) of Chapter II of this Agreement;

"Fund week" means the period from midnight between Thursday and Friday to midnight of the following Thursday and Friday, or such other time agreed upon by the Council;

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

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

"learner" means an employee who is authorised or deemed to have been authorised a learner in terms of any Agreement published in terms of the Act which is or was binding on the Industry from time to time;

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

"Medical Committee" means the Medical Committee appointed by the Council in accordance with the provisions of clause 7 of Chapter IV of the Agreement published under Government Notice R. 1236, dated 8 July 1977;

"member" means an employee who has been admitted as a member of the Fund, and the words "member" and "membership" shall have a corresponding meaning;

"member's credit" means the amount that has been contributed to the Sick Pay Benefit Fund on behalf of a Sick Pay Benefit Fund Member;

"normal wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, holiday pay and any bonus during any one week;

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

"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 or any day in respect of which exemption has been granted by the Council to permit of its being a pay-day;

"lid wat kwalifiseer vir die Siektebesoldigingsbystandsfonds" 'n lid van die Siektebesoldigingsbystandsfonds namens wie 13 weeklikse bydraes tot die Siektebesoldigingsbystandsfonds betaal is;

"afrede" permanente afrede uit die Nywerheid weens ongeskiktheid swak gesondheid of hoë ouderdom en het "afree" 'n ooreenstemmende betekenis;

"reëls" die reëls van die Fonds en die Vereniging deur die Raad gemaak ingevolge onderskeidelik klousule 2 (1) (b) van Hoofstuk II en klousule 8 (3) van Hoofstuk V van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977;

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

"siekte" liggaamlike ongesteldheid, ongeskiktheid of ongesteldheid weens 'n kwaal, siekte, aandoening of besering waarvoor lede geregtig is op siektebesoldigingsbystand uit hoofde van klousule 6 van Hoofstuk IV van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977;

"siektebesoldiging" die siektebesoldiging betaalbaar ingevolge klousule 6 van Hoofstuk IV van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977;

"Siektebesoldigingsbystandsfonds" die fonds wat ingevolge klousule 1 (1) van Hoofstuk III van hierdie Ooreenkoms voortgesit word;

"lid van die Siektebesoldigingsbystandsfonds", vir die toepassing van Hoofstuk III van hierdie Ooreenkoms, 'n werknemer namens wie 'n bydrae aan die Siektebesoldigingsbystandsfonds betaal is;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 4 (2) van Hoofstuk II, klousule 4 van Hoofstuk III en klousule 5 van Hoofstuk IV;

"loon", vir die toepassing van Hoofstuk III van hierdie Ooreenkoms, die loon wat vir werknemers in elke klas werk in die Ooreenkoms voorgeskryf word.

4. ADMINISTRASIE

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

5. AGENTE

Enige agent wat deur die Raad aangestel word, moet help om die bepalings van hierdie Ooreenkoms uit te voer. Dit is die plig van elke werkgewer om sodanige agente toe te laat om sy bedryfsinrigting binne te gaan en om sodanige navraag te doen en om sodanige dokumente, boeke, loonstate, loonkoeferte en loonkaartjies te ondersoek en om sodanige individue te ondervra as wat nodig is met die doel om vas te stel of hierdie Ooreenkoms nagekom word, en ingeval geen agente deur die Raad aangestel word nie, kan hy die Bestuurskomitee magtig om een of meer agente aan te stel, beklee met soortgelyke bevoegdhede en belas met soortgelyke pligte as die agente hierbo bedoel, vir solank bydraes deur lede en werkgewers aan die Fonds Siektebesoldigingsbystandsfonds of Vereniging verskuldig is.

6. VRYSTELLINGS

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

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

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

- (a) Die naam van die betrokke werkgewer/werknemer voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes, as daar is, vasgestel ingevolge subklousule (2) hiervan, waarop sodanige vrystelling verleen word; en
- (d) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n kopie van elke sodanige uitgereikte sertifikaat bewaar; en
- (c) wanneer 'n vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

"qualifying Sick Pay Benefit Fund member" means a Sick Pay Benefit Fund member, on behalf of whom 13 weekly contributions have been paid to the Sick Pay Benefit Fund;

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

"rules" means the rules of the Fund or the Association made by the Council in terms of clause 2 (1) (b) of Chapter II and clause 8 (3) of Chapter V of the Agreement published under Government Notice R. 1236, dated 8 July 1977;

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

"sickness" means any physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members are entitled to sick pay benefits by virtue of clause 6 of Chapter IV of the Agreement published under Government Notice R. 1236 dated 8 July 1977;

"sick pay" means the sick pay payable in terms of clause 6 of Chapter IV of the Agreement published under Government Notice R. 1236 dated 8 July 1977;

"Sick Pay Benefit Fund" means the fund continued in terms of clause 1 (1) of Chapter III of this Agreement;

"Sick Pay Benefit Fund Member" means for the purposes of Chapter III of this Agreement, an employee on behalf of whom a contribution has been paid to the Sick Pay Benefit Fund;

"trustee(s)" means the trustee(s) appointed in terms of clause 4 (2) of Chapter II, clause 4 of Chapter III and clause 5 of Chapter IV;

"wage" for the purposes of Chapter III of this Agreement, means the wage prescribed for employees, for each class of work in the Agreement.

4. ADMINISTRATION

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

5. AGENTS

Any agent appointed by the Council shall assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such agents to enter his establishment and to 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 to the Fund, Sick Pay Benefit Fund or Association by members and employers.

6. EXEMPTIONS

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

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

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

- (a) the full name of the employer/employee concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions, if any, fixed in accordance with the provisions of subclause (2) hereof, subject to which such exemption is granted; and
 - (d) the period during which the exemption shall operate.
- (4) The Secretary shall—

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

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

7. VRYWARING

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

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

8. ALGEMENE BEPALINGS

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

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

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

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

HOOFSTUK II

1. DIE VOORSORGFONDS VIR DIE MEUBELNYWERHEID, NATAL

(1) Die "Voorsorgfonds vir die Meubelnywerheid, Natal", beteken die Fonds voorheen bekend as die "Bystandsfonds vir die Meubelnywerheid" wat kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 475 van 28 Maart 1958 ingestel is en wat daarna bekend was as die "Siektebystand- en Voorsorgfonds vir die Meubelnywerheid, Natal", voortgesit by Goewermentskennisgewing R. 1236 van 8 Julie 1977 vir sover dit voorsorgfondssake betref onder die benaming "Voorsorgfonds vir die Meubelnywerheid, Natal".

(2) Die Fonds bestaan uit—

(a) geld in die krediet van lede van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min enige bedrae wat ingevolge klousule 3 (5) van hierdie Hoofstuk oorgedra word;

(c) rente wat verkry word uit die belegging van enige geld van die Fonds;

(d) alle geld waarmee individuele lede ingevolge klousule 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977 gekrediteer word;

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

2. LIDMAATSKAP

(1) Behoudens klousule 1 (2) (b) van Hoofstuk I, bestaan die lede van die Fonds uit alle werknemers (uitgesonderd los werknemers) vir wie lone in die Hoofdooreenkoms voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ontvang het waarvoor daar voorsiening gemaak is ingevolge klousule 5 van Hoofstuk II van die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977.

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

7. INDEMNITY

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

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

8. GENERAL PROVISIONS

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

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

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

(3) Subject to the provisions of the Insolvency Act, 1936, or any law, if the estate of any member and/or his dependant is sequestrated, or assigned, the benefit to which such a member or dependant is entitled, shall not form part of the assets of his insolvent or assigned estate but shall revert to the Fund, Sick Pay Benefit Fund or Association, as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

CHAPTER II

1. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL

(1) The "Provident Fund for the Furniture Manufacturing Industry, Natal," means the Fund formerly known as the "Benefit Fund for the Furniture Industry" which was established in terms of the Agreement published under Government Notice 475, dated 28 March 1958, and which was subsequently known as the "Sick Benefit and Provident Fund for the Furniture Industry, Natal" continued under Government Notice R. 1236, dated 8 July 1977, in so far as provident fund matters are concerned under the style "Provident Fund for the Furniture Manufacturing Industry, Natal".

(2) The Fund shall consist of—

(a) moneys standing to the credit of members of the Fund at the date of coming into operation of this Agreement;

(b) the total weekly contributions of both employer and member paid into the Fund less any amounts diverted in terms of clause 3 (5) of this Chapter;

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

(d) any moneys credited to individual members in terms of clause 6 of Chapter II of the Agreement published under Government Notice R. 1236 of 8 July 1977;

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

2. MEMBERSHIP

(1) Membership of the Fund shall, subject to the provisions of clause 1 (2) (b) of Chapter I, consist of—

all employees (other than casual employees) for whom wages are prescribed in the Main Agreement.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits provided for in terms of clause 5 of Chapter II of the Agreement published under Government Notice R. 1236, dated 8 July 1977.

3. BYDRAES

(1) (a) Behoudens paragraaf (b) hiervan, moet elke werkgewer op die eerste betaaldag ná die datum waarop hierdie Ooreenkoms in werking tree en daarná op elke betaaldag van elke Fondswaak van die loon van elke en iedere lid in sy diens die bedrag aftrek wat in die toepaslike kolom A van Aanhangsel A van hierdie Ooreenkoms gemeld word. By die bedrag aldus afgetrek, moet die werkgewer 'n bydrae byvoeg soos in die toepaslike kolom B van Aanhangsel A van hierdie Ooreenkoms gemeld word.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet geen bydraes betaal word as 'n lid slegs twee dae of minder gedurende enige Fondswaak werk nie.

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

(2) (a) Behoudens paragraaf (b), moet alle bedrae wat ingevolge hierdie eis betaalbaar is maand vir maand en wel vóór of op die 10de dag van elke maand wat volg op dié ten opsigte waarvan dit verskuldig is, deur die werkgewer aan die Sekretaris van die Raad betaal word. Wanneer hy sodanige betaling doen, moet die werkgewer 'n opgawe voorlê in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word.

(b) 'n Werkgewer wat ingevolge paragraaf (a) agterstallig is met betalings en versuim om, nadat hy skriftelik deur die Raad gewaarsku is om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet wanneer hy skriftelik deur die Raad kennis gegee word om dit te doen, die bedrae ingevolge hierdie klousule week vir week indien sodat dit die Sekretaris bereik vóór of op die Vrydag wat volg op die betaaldag van die week ten opsigte waarvan die bedrae verskuldig is. Die betaling wat vir die laaste betaaldag van elke kalendermaand ingedien word, moet vergesel gaan van die opgawe in paragraaf (a) bedoel. 'n Werkgewer op wie hierdie paragraaf van toepassing gemaak is, mag slegs wanneer hy skriftelik deur die Raad daarvan in kennis gestel is, terugkeer na die betaling, op die maandelikse grondslag waarvoor daar ingevolge paragraaf (a) voorsiening gemaak word, van die bedrae wat ingevolge hierdie klousule betaalbaar is.

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

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

(e) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie op die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nog onbetaald is, bereken teen 'n koers van een persent per maand of gedeelte daarvan vanaf sodanige 10de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad geregtig is om na sy absolute goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

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

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

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

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

3. CONTRIBUTIONS

(1) (a) Subject to the provisions of paragraph (b) hereof, every employer shall on the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day of each Fund week, deduct from the wage of each and every member in his employ, the amount specified in the applicable column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in the applicable column B of Annexure A of this Agreement.

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

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

(2) (a) Subject to the provisions of paragraph (b) all amounts payable in terms of this claim shall be paid by the employer month by month and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council. When making such payment, the employer shall furnish a statement in the form prescribed by the Council from time to time.

(b) An employer who is in arrears with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on the monthly basis provided for in terms of paragraph (a).

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

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

(e) Should an amount due in terms of this clause not be received by the Council by the 10th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

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

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

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

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

(5) Van die weeklikse bydrae ontvang van die werkgewer namens 'n lid van die Siektebesoldigingsbystandsfonds en 'n lid van die Sterftebystandsvereniging, moet die Fonds—

(a) aan die Siektebesoldigingsbystandsfonds soos beliggaam in Hoofstuk III van hierdie Ooreenkoms, sodanige bydraes oorgedra as wat in klousule 3 (1) van Hoofstuk III van hierdie Ooreenkoms voorgeskryf word;

(b) aan die Sterftebystandsvereniging vir Natalse Meubelwerkers soos beliggaam in Hoofstuk IV van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 3 van Hoofstuk IV van hierdie Ooreenkoms voorgeskryf word.

4. VERSTRYKING VAN OOREENKOMS, ONTBINDING VAN DIE RAAD EN LIKWIDASIE

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

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

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

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadministreer word deur die Komitee of sodanige ander persone as wat die Registrateur ingevolge daardie subartikel aanwys. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings is, en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan is, en tesame is hierdie persone die trustees by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of die trustees, na gelang van die geval, gelikwedeer word.

(3) Enige vakature wat ontstaan in die Raad van Trustees saamgestel kragtens subklousule (2) van hierdie klousule, moet gevul word op dieselfde wyse as dié wat in daardie subklousule bepaal word.

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

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

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

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

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse voorgeskryf in klousule 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 1236 van 8 Julie 1977;

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

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk, word enige bystand verbeur waarop lede ingevolge subklousule (5) (d) hiervan geregtig geword het maar wat hulle nie binne ses maande opgeëis het vanaf die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit inbetaal word in die Sterftebystandsvereniging vir Natalse Meubelwerkers. Met dien verstande dat die Raad eëter daarop geregtig is, om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na sy uitsluitlike en absolute goedvinde aan die betrokke begunstigdes betalings te doen uit die geld wat aan die Vereniging verbeur is.

(5) From the weekly contributions received from the employer on behalf of a Sick Pay Benefit Fund member and Mortality Benefit Association member, the Fund shall divert to—

(a) the Sick Pay Benefit Fund embodied in Chapter III of this Agreement, such contributions as are prescribed in clause 3 (1) of Chapter III of the Agreement;

(b) The Natal Furniture Workers' Mortality Benefit Association, embodied in Chapter IV of this Agreement, such contributions as are prescribed in clause 3 of Chapter IV of this Agreement.

4. EXPIRY OF AGREEMENT, DISSOLUTION OF COUNCIL AND LIQUIDATION

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

(a) the benefits due to members of the Fund as at the date of such transfer shall in no way be diminished by virtue of such transfer; and

(b) any member of the Fund who may be precluded from becoming a member of the new Fund, shall be paid out his full benefit as if he had retired from the Industry.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employer's organisation or a paid official thereof, and these persons together shall be trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be.

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

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

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

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

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

(c) after deduction of all amounts owing an expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of Chapter II of the Agreement published under Government Notice R. 1236, dated 8 July 1977;

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

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) hereof not be claimed within six months from the date upon which such benefits became due and payable, then the benefits shall be forfeited and shall be paid into the Mortality Benefit Association for the Furniture Manufacturing Industry, Natal: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, be entitled in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the Association.

(7) Ingeval die Vereniging reeds gelikwider is, moet geld wat kragtens subklousule (6) verbeur is, in die algemene fondse van die Raad inbetaal word: Met dien verstande dat die Raad egter daarop geregtig is om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, soos gespesifiseer in subklousule (6), na sy uitsluitlike en absolute goedvinde aan die betrokke begunstigdes betalings te doen uit die geld wat aan die Vereniging verbeur is.

(8) As die sake van die Raad reeds bereedder en die saldo van die Raad se fondse verdeel is, moet die geld wat kragtens subklousule (6) verbeur is, ingeval die Vereniging alreeds gelikwider is, verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

5. BEPALINGS WAT *MUTATIS MUTANDIS* VAN TOEPASSING IS

Klousules 2, 5 en 6 van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977 is *mutatis mutandis* van toepassing.

HOOFSTUK III

1. SIEKTEBESOLDIGINGSBYSTANDSFONDS

(1) Die "Siektebesoldigingsbystandsfonds" beteken die Fonds voorheen bekend as die "Bystandsfonds vir die Meubelnywerheid" wat ingestel is kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 475 van 28 Maart 1958 en wat daarna bekend was as die "Siektebystand- en Voorsorgfonds vir die Meubelnywerheid, Natal", voortgesit by Goewermentskennisgewing R. 1236 van 8 Julie 1977 vir sover dit sake oor siektebesoldigingsbystand betref onder die benaming "Siektebesoldigingsbystandsfonds".

(2) Die geld van die Fonds bestaan uit—

- (a) geld wat in die krediet van lede staan op die datum waarop hierdie Ooreenkoms van krag word;
- (b) die bydraes wat kragtens klousule 3 (5) (a) van Hoofstuk II van hierdie Ooreenkoms oorgedra word;
- (c) rente verkry uit die belegging van enige geld van die Fonds; en
- (d) enige ander geld waarop die Fonds geregtig mag word of wat aan die Fonds geskenk word.

2. LIDMAATSKAP

(1) Lede van die Fonds bestaan uit alle werknemers (uitgesonderd los werknemers) vir wie lone in die Hoofdooreenkoms voorgeskryf word.

(2) (a) Elke lid moet by die Raad geregistreer word en moet 'n vorm invul wat deur die Raad vir hierdie doel voorgeskryf is en moet ook sodanige ander inligting verstrek as wat die Bestuurskomitee vereis.

(b) As 'n lid versuim om die bepalings van paragraaf (a) hiervan na te kom, het die Bestuurskomitee die reg om na goedvinde die betaling van enige bestand wat uit die Fonds aan of ten opsigte van sodanige lid betaalbaar mag word, op te skort totdat sodanige bepalings nagekom is.

(c) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ontvang het waarvoor daar ingevolge klousule (5) van Hoofstuk II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977 voorsiening gemaak is.

3. BYDRAES

(1) Weeklikse bydraes namens lede moet ingevolge klousule 3 (5) (a) van Hoofstuk II uit die werkgever sy bydrae aan die Fonds oorgedra word teen 'n koers van 4,1 persent van die lid se voorgeskrewe loon.

(2) Aan die einde van elke boekjaar moet 'n bedrag wat meer is as 10 dae se lone in die geval van 'n lid met 'n werkweek van vyf dae en 12 dae se lone in die geval van 'n lid wat 'n werkweek van ses dae, na die Voorsorgfonds vir die Meubelnywerheid, Natal, oorgeplaas word en aan die lid as 'n werkgeversbydrae gekrediteer word.

4. BEPALINGS WAT *MUTATIS MUTANDIS* VAN TOEPASSING IS

Klousules 2, 4, 6, 7, 8, 9 en 10 van Hoofstuk IV van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977 is *mutatis mutandis* van toepassing.

HOOFSTUK IV

1. STERFTEBYSTANDSVERENIGING VIR NATALSE MEUBELWERKERS

(1) Die "Vereniging" beteken die Sterftebystandsvereniging vir Natalse Meubelwerkers, ingestel kragtens Goewermentskennisgewing R. 1236 van 8 Julie 1977.

(2) Die geld van die Vereniging bestaan uit—

- (a) die bydraes wat kragtens klousule 3 (5) (b) van Hoofstuk II van hierdie Ooreenkoms aan die Vereniging oorgedra word;
- (b) rente verkry uit die belegging van enige geld van die Vereniging; en
- (c) enige ander geld waarop die Vereniging geregtig word of wat aan die Vereniging geskenk word.

(7) In the event of the Association having been liquidated the moneys forfeited in terms of subclause (6) shall be paid into the general funds of the Council: Provided that the Council, shall however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, as specified in subclause (6), be entitled in its entire and absolute discretion to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

(8) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, then the moneys forfeited in terms of subclause (6) shall, in the event of the Association already having been liquidated, be distributed as provided for in terms of section 34 (4) of the Act as if it formed part of the general funds of the Council.

5. PROVISIONS WHICH APPLY *MUTATIS MUTANDIS*

The provisions of clauses 2, 5 and 6 of Chapter II of the Agreement published under Government Notice R. 1236 dated, 8 July 1977, shall apply *mutatis mutandis*.

CHAPTER III

1. SICK PAY BENEFIT FUND

(1) The "Sick Pay Benefit Fund" means the Fund formerly known as the "Benefit Fund for the Furniture Manufacturing Industry" which was established in terms of the Agreement published under Government Notice 475, dated 28 March 1958 and which was subsequently known as the "Sick Benefit and Provident Fund for the Furniture Industry, Natal" continued under Government Notice R. 1236, dated 8 July 1977, in so far as matters relating to Sick Pay Benefits are concerned, under the style "Sick Pay Benefit Fund".

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

- (a) moneys standing to the credit of members as at the date of coming into operation of this Agreement;
- (b) the contributions diverted to the Fund in terms of clause 3 (5) (a) of Chapter II of this Agreement;
- (c) interest derived from the investment of any moneys of the Fund; and
- (d) any other moneys to which the Fund may become entitled, or which may be donated to the Fund.

2. MEMBERSHIP

(1) Membership of the Fund shall consist of all employees (other than casual employees) for whom a wage is prescribed in the Main Agreement.

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

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

(c) Membership shall cease when a member leaves the Industry permanently and has received all his benefits provided for in terms of clause (5) of Chapter II of the Agreement published under Government Notice R. 1236 of 8 July 1977.

3. CONTRIBUTIONS

(1) Weekly contributions on behalf of members shall be diverted to the Fund in terms of clause 3 (5) (a) of Chapter II from the employer's contribution at the rate of 4,1 per cent of the member's prescribed wage.

(2) At the end of each financial year, an amount in excess of 10 days' wages, in the case of a member who works a five day week and 12 days' wages in the case of a member who works a six day week, shall be transferred to the Provident Fund for the Furniture Manufacturing Industry, Natal, and shall be credited to the member as an employer's contribution.

4. PROVISIONS WHICH APPLY *MUTATIS MUTANDIS*

The provisions of clauses 2, 4, 6, 7, 8, 9 and 10 of Chapter IV of the Agreement published under Government Notice R. 1236, dated 8 July 1977, shall apply *mutatis mutandis*.

CHAPTER IV

1. NATAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

(1) The "Association" means the Natal Furniture Workers Mortality Benefit Association established in terms of Government Notice R. 1236, dated 8 July 1977.

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

- (a) the contributions diverted to the Association in terms of Clause 3 (5) (b) of Chapter II of this Agreement;
- (b) interest derived from the investment of any moneys of the Association; and
- (c) any other moneys to which the Association may become entitled or which may be donated to the Association.

2. LIDMAATKSAP

(1) (a) Lidmaatskap van die Vereniging is verpligtend vir alle lede (uitgesonderd los werknemers) vir wie lone in die Hoof-ooreenkoms voorgeskryf word;

(b) Ondanks paragraaf (a) hiervan staan lidmaatskap voorts, na goeddunke van die Komitee, ook oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hulle werk-gewers toegestem het om die bydraes te betaal waarvoor daar in Hoofstuk II van die Ooreenkoms voorsiening gemaak word.

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

(a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of

(b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is dan nie geregtig op die bystand wat in klousule 4 van hierdie Hoofstuk voor-geskryf word nie.

(3) Ondanks anderstulende bepalings in subklousule (2) van hierdie klousule, eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—

(a) werkloosheid wat, na die mening van die Komitee, wie se beslissing finaal is, nie veroorsaak is deur onwilligheid om te werk nie;

(b) die onvermoë van 'n lid om te werk weens swak gesondheid;

(c) korttyd.

3. BYDRAES

Die bydraes wat ten opsigte van elke lid betaalbaar is, is 16c per week en moet kragtens klousule 3 (5) (b) van Hoofstuk II in gelyke dele oorgedra word uit die bydraes wat in klousule 3 (1) (a) van Hoofstuk II van hierdie Ooreenkoms voorgeskryf word.

4. STERFTEBYSTAND

(1) Behoudens klousule 5 van hierdie Hoofstuk, is die volgende sterftebystand aan die lid of afhanklike betaalbaar:

(a) In die geval van 'n gestorwe lid is R250 aan sy weduwee betaalbaar;

(b) by die dood van 'n lid se wettige vrou: R85;

(c) by die dood van 'n afhanklike [uitgesonderd dié in (b) hierbo] oor die ouderdom van 10 jaar: R50;

(d) by die dood van 'n afhanklike [uitgesonderd dié in (b) hierbo] tussen die ouderdom van ses en 10 jaar: R30;

(e) by die dood van 'n afhanklike [uitgesonderd dié in (b) hierbo] onder die ouderdom van ses jaar: R20.

(2) As 'n gestorwe lid geen afhanklikes sou hê nie, kan die Komitee na goeddunke 'n aansoek om 'n ex gratia-betaling ten opsigte van begrafniskoste van die gestorwe lid oorweeg. Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R100 mag wees. Die Komitee se beslissing ten opsigte van so 'n aansoek is finaal.

5. BEPALINGS WAT *MUTATIS MUTANDIS* VAN TOEPASSING IS

Klousules 2, 6, 7, 8, 9 en 10 van Hoofstuk V van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1236 van 8 Julie 1977 is *mutatis mutandis* van toepassing.

Hierdie Ooreenkoms namens die partye op hede die 7de dag van Desember 1976 te Durban onderteken.

B. T. RESSELL, Voorsitter van die Raad.

M. LALARAM, Ondervoorsitter van die Raad.

V. M. LEWIS, Sekretaris van die Raad.

AANHANGSEL A

Lys van totale aftrekkings en bydraes kragtens klousule 3 (1) (a) van Hoofstuk II van die Ooreenkoms aan die Voorsorgfonds vir die Meubelnywerheid, Natal, die Siektebesoldigingsbystandsfonds en die Sterftebystandsvereniging vir Natalse Meubelwerkers.

	A Weeklikse aftrekkings van lone van werknemer	B Weeklikse bydrae deur werkgewer
Gewone weekloon van R26,00 en minder...	R1,28	Vyf persent van gewone lone, plus 0,8 sent
Gewone weekloon van R26,01 en meer maar minder as R39,99....	R1,38	Vyf persent van gewone lone, plus 0,8 sent
Gewone weekloon van R40,00 en meer.....	R1,48	Vyf persent van gewone lone, plus 0,8 sent

2. MEMBERSHIP

(1) (a) Membership of the Association shall be compulsory for all employees (other than casual employees) for whom wages are prescribed in the Main Agreement.

(b) Notwithstanding the provisions of paragraph (a) hereof, membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the contributions provided for in Chapter II of the Agreement.

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

(a) immediately there is a cessation of contributions in respect of such member; or

(b) when a member servers his connection with the Industry, and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 4 of this Chapter.

(3) Notwithstanding anything to the contrary contained in subclause (2) of this clause, membership shall not cease where the cessation of contributions in occasioned by—

(a) unemployment, which in the opinion of the Committee, whose decision shall be final, was not occasioned by an unwillingness to work;

(b) the inability of the member to work because of ill-health;

(c) short-time.

3. CONTRIBUTIONS

The contributions payable in respect of each member shall be 16c per week and shall be diverted in equal proportions in terms of clause 3 (5) (b) of Chapter II from the contributions prescribed in clause 3 (1) (a) of Chapter II of this Agreement.

4. MORTALITY BENEFITS

(1) Subject to the provisions of clause 5 of this Chapter, the following mortality benefits shall be payable to the member or dependant:

(a) In the case of a deceased member R250 shall be paid to his widow;

(b) upon the death of the member's legal wife: R85;

(c) upon the death of a dependant [other than in (b) above] over the age of 10 years: R50;

(d) upon the death of a dependant [other than in (b) above] between the age of six and 10 years: R30;

(e) upon the death of a dependant [other than in (b) above] under the age of six years: R20.

(2) Should a deceased member have no dependant(s), the Committee may, in its discretion, consider an application for an ex gratia payment in respect of burial costs of such deceased member: Provided that, should the Committee decide to make such payment, it shall not exceed the amount of R100. The Committee's decision in regard to such application shall be final.

5. PROVISIONS WHICH APPLY *MUTATIS MUTANDIS*

The provisions of clauses 2, 6, 7, 8, 9 and 10 of Chapter V of the Agreement published under Government Notice R. 1236 of 8 July 1977 shall apply *mutatis mutandis*.

This Agreement signed on behalf of the parties at Durban on the 7th day of December 1976.

B. T. RESSELL, Chairman of the Council.

M. LALARAM, Vice-Chairman of the Council.

V. M. LEWIS, Secretary of the Council.

ANNEXURE A

Schedule of total deductions and contributions in terms of clause 3 (1) (a) of Chapter II of the Agreement to the Provident Fund for the Furniture Manufacturing Industry, Natal, the Sick Pay Benefit Fund and the Natal Furniture Workers' Mortality Benefit Association:

	A Weekly deductions from wages of employee	B Weekly contribution by employer
Normal weekly wage of R26,00 and less...	R1,28	5 per cent of normal wages plus 0,8 cent
Normal weekly wage of R26,01 and more but less than R39,99	R1,38	5 per cent of normal wages plus 0,8 cent
Normal weekly wage of R40,00 and more	R1,48	5 per cent of normal wages plus 0,8 cent

No. R. 1239

8 Julie 1977

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941****MEUBELNYWERHEID, NATAL.—VRYSTELLING
VAN SIEKTEVERLOFBEPALINGS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1979 eindig, alle werkgewers wat onderworpe is aan die bepalings van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1238 van 8 Julie 1977 vry van die vereistes van artikel 21A van genoemde Wet ten opsigte van werknemers wat ingevolge Hoofstuk III van genoemde Ooreenkoms op siektebesoldiging geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 1239

8 July 1977

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941****FURNITURE MANUFACTURING INDUSTRY,
NATAL.—EXEMPTION FROM SICK LEAVE PRO-
VISIONS**

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1979, exempt all employers who are subject to the provisions of the Agreement published under Government Notice R. 1238 of 8 July 1977, from the requirements of section 21A of the said Act in respect of employees who are entitled to sick pay in terms of Chapter III of the said Agreement.

S. P. BOTHA, Minister of Labour.

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