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GOVERNMENT NOTICE**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 850

25 April 1980

INDUSTRIAL CONCILIATION ACT, 1956**FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE. — PROVIDENT
FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Manpower
Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that 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 23 February 1985, 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), 2 and 10, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 23 February 1985, 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 (2) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act declare that in the areas specified in clause 1 (2) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 23 February 1985, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 10, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the

GOEWERMENSKENNISGEWING**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 850

25 April 1980

WET OP NYWERHEIDSVERSOENING, 1956**MEUBELNYWERHEID, OOSTELIKE KAAPPRO-
VINSIE.—VOORSORGFONDSOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat 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 23 Februarie 1985 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 klousules 1 (1), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Februarie 1985 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 gebiede gespesifiseer in klousule 1 (2) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 23 Februarie 1985 eindig, in die gebiede, gespesifiseer in klousule 1 (2) van die genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in

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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE EASTERN CAPE PROVINCE

PROVIDENT FUND

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

and the

National Association of Furniture and Allied Workers of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Eastern Cape Province—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions and who are engaged or employed respectively in the said Industry;

(b) within the Magisterial Districts of Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupport, Pearston, Richmond (C.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore.

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

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944 or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 23 February 1985 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;

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

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

"casual employee" means an employee who is employed by the same employer for 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;

diens is in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

VOORSORGFONDS

OOREENKOMS

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

Midland Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

en die

National Association 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 van die Oostelike Kaapprovinsie.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van die Oostelike Kaapprovinsie nagekom word—

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

(b) in die landdrosdistrikte Port Elizabeth, Cradock, Graaff-Reinet, Humansdorp, Hankey, Somerset-Oos, Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Colesberg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupport, Pearston, Richmond (K.P.), Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore.

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

(a) van toepassing slegs op werknemers vir wie daar lone in die Hoofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) van toepassing op vakleerlinge van sover hulle nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of 'n ooreenkoms aangegaan of 'n voorwaarde daarkragtens vasgestel nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekragbenutting kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 23 Februarie 1985 of vir die tydperk deur hom vasgestel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebring en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde en uitdrukkings wat die manlike geslag aandui, ook vroue bedoel en word daar met woorde en uitdrukkings wat die enkelvoud aandui, ook die meervoud bedoel, en omgekeerd; voorts, tensy onbestaanbaar met die samhang, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956;

"vakleerling" 'n werknemer wat gebind is deur 'n skriftelike leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

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

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n bepaalde week by dieselfde werkgewer in diens is ten einde grondstowwe van welke aard ook al te laai en/of te laai en/of te berg;

"Committee" or "Management Committee" means the Management Committee appointed by the Council in terms of clause 5 (1) (a) to administer the Fund;

"Council" means the Industrial Council for the Furniture Manufacturing Industry, Eastern Cape Province;

"dependant" means in relation to a member—

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

"Fund" means the Provident Fund for the Furniture Manufacturing Industry, Eastern Cape Province, continued in terms of clause 4 of this Agreement;

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or the making and/or repairing of box spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner 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 blockboard or plywood doors used for furniture, and all parts or 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;

"Main Agreement" means any current agreement for the Furniture Manufacturing Industry, Eastern Cape Province, 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;

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

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

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

"Secretary" means the Secretary of the Fund appointed in terms of clause 5 (2);

"trustees" means trustees appointed in terms of clause 12

4. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, EASTERN CAPE PROVINCE

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

(2) The Fund shall consist of—

- (a) the Fund established pursuant to Government Notice 1454, dated 20 September 1963;
- (b) any other moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;
- (c) the total weekly contributions of both employers and members paid into the Fund;
- (d) interest derived from the investment of any moneys of the Fund;

"Komitee" of "Bestuurskomitee" die Bestuurskomitee wat kragtens klousule 5 (1) (a) deur die Raad aangestel is om die Fonds te administreer;

"Raad" die Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie;

"afhanklike", in verband met 'n lid—

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

"Fonds" die Voorsorgfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, wat kragtens klousule 4 van hierdie Ooreenkoms voortgesit word;

"Meubelnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enige wyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging of in hulle geheel of gedeeltelik, van alle soorte meubels, afgesien van die materiaal wat gebruik word, en omvat dit onder andere die volgende werksaamhede:

Herstel, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk, houtmasjiënwerk, fineerwerk, houtdraaiwerk, houtsnijwerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk van klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters; en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van of die prosesse vir die vervaardiging van beddegoed, wat so omskryf en uitgelê moet word dat dit alle soorte of tipes matrasse, veermatrasse, bomatrasse, kopkussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjiën-, houtdraai- en/of houtsnijwerk uitgevoer word in verband met die vervaardiging van meubels; en ook nog herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale bereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik, uitgevoer word, en die fineerwerk aan gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle onderdele of materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van meubels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"Hofooreenkoms" enige geldige ooreenkoms vir die Meubelnywerheid, Oostelike Kaapprovinsie, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word of, by ontstentenis van so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

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

"gewone loon" die loon gebaseer op 'n werknemer se verdienste wat betaalbaar is as hy 44 uur, uitgesonderd oortyd, gedurende 'n bepaalde week gewerk het;

"uitdienstreding" permanente uitdienstreding uit die Nywerheid weens ongeskiktheid, swak gesondheid, swaakheid of hoë ouderdom; en het

"uit diens tree" 'n ooreenstemmende betekenis;

"Sekretaris" die Sekretaris van die Fonds wat ingevolge klousule 5 (2) aangestel word;

"trustees" die trustees wat ingevolge klousule 12 aangestel word.

4. DIE VOORSORGFONDS VIR DIE MEUBELNYWERHEID, OOSTELIKE KAAPPROVINSIE

(1) Hierby word 'n voorsorgfonds wat bekend staan as die Voorsorgfonds vir die Meubelnywerheid, Oostelike Kaapprovinsie, voortgesit, met die doel om bystand aan lede te verleen soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

- (a) die Fonds ingestel ooreenkomstig Goewermentskennisgewing 1454 van 20 September 1963;
- (b) alle ander geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;
- (c) die totale weeklikse bydraes van beide die werkgewers en die lede wat in die Fonds gestort is;
- (d) die rente verkry uit die belegging van geld van die Fonds;

(e) any moneys credited to individual members in terms of clause 9; and

(f) 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.

5. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee, consisting of the Chairman and Vice-Chairman of the Council and in addition thereto two employer representatives and two employee representatives appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be Chairman and Vice-Chairman of the Committee, respectively.

(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 the 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, that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law.

(d) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, Eastern Cape Province, in existence, the trustees shall be appointed as provided for in clause 12.

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

(3) The expenses incurred for the purpose of administration of the Fund shall be a charge against the Fund.

(4) As soon as possible after 31 December in each year, the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities which shall be certified by the public accountant and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the public accountant thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall within three months of the close of the period covered thereby, be transmitted to the Secretary for Manpower Utilisation, the employers' organisation and the trade unions.

(5) The Management Committee shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. Withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council to sign.

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

(a) stock of the Government of the Republic of South Africa or Local Government Stock;

(b) National Savings Certificates;

(c) post office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks; or

(e) in any other manner approved by the Registrar;

6. MEMBERSHIP

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

(a) all employees in the Industry for whom wages are prescribed in the Main Agreement, excluding casual employees and clerical employees who elect not to become members;

(b) all apprentices employed in the Industry;

(c) 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 7.

(e) alle geld waarmee individuele lede ooreenkomstig klousule 9 gekrediteer is; en

(f) alle geld waarop die Fonds kragtens hierdie Ooreenkoms of om 'n ander rede geregtig word of wat aan die Fonds geskenk word.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit die Voorsitter en Ondervoorsitter van die Raad en benewens hulle, twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers wat deur die Raad aangestel moet word. Die Raad moet vir elke verteenwoordiger 'n plaasvervanger aanstel. Die Voorsitter en die Ondervoorsitter van die Raad is onderskeidelik die Voorsitter en die Ondervoorsitter van die Komitee.

(b) 'n Meerderheid van die lede van die Komitee vorm 'n kworum op 'n vergadering van die Komitee. As 'n verteenwoordiger van 'n vergadering afwesig is en daar nie 'n plaasvervanger vir hom is nie, moet die stemkrag van die werkgewers of die werknemers, na gelang van die geval, soos nodig verminder word ten einde gelyke stemkrag vir albei partye te verseker. Besluite van die Komitee moet deur 'n meerderheidstem geneem word.

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

(d) Ingeval die Bestuurskomitee om watter rede ookal nie in staat is om sy pligte uit te voer nie, moet die Raad dié pligte vervul en die bevoegdhede van die Komitee uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid, Oostelike Kaapprovinsie, bestaan nie, moet die trustees aangestel word soos in klousule 12 bepaal.

(2) Die Raad het die bevoegdheid om 'n openbare rekenmeester, 'n sekretaris en personeel aan te stel op dié voorwaardes wat hy goedgevind, om sodanige aanstellings te wysig en om persele, kantoormeubels en uitrusting vir die administrasie van die Fonds te reël en te verskaf.

(3) Die uitgawes wat vir die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

(4) Die Komitee moet so gou moontlik na 31 Desember elke jaar 'n inkomste-en-uitgawerekening van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat wat die Fonds se bates en laste aantoon, opstel, en sodanige rekening en staat moet deur die openbare rekenmeester gesertifiseer en deur die Voorsitter van die Komitee medeonderteken word. Die gesertifiseerde rekening en staat en enige verslag wat die openbare rekenmeester daarvoor uitbring, moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, aan die Sekretaris van Mannekragbenutting, die werkgewersorganisasie en die vakverenigings gestuur word.

(5) Die Bestuurskomitee moet alle inkomste van die Fonds invorder en ontvang en moet alle geld aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen is. Opvragings uit die Fonds moet geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Raad gemagtig word om te teken.

(6) Alle geld wat nie vir lopende betalings en uitgawes nodig is nie, moet in slegs die volgende belê word:

(a) Effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;

(b) Nasionale Spaarsertifikate;

(c) posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of

(e) op enige ander wyse deur die Registrateur goedgekeur.

6. LIDMAATSKAP

(1) Behoudens paragraaf (c), is die lede van die Fonds die volgende:

(a) Alle werknemers in die Nywerheid vir wie lone in die Hoofdooreenkoms voorgeskryf word, uitgesonderd los werknemers en klerke wat verkies om nie lede te word nie;

(b) alle vakleerlinge in diens in die Nywerheid;

(c) behoudens die goedkeuring van die Komitee, dié ander persone wat in die Nywerheid werksaam is en wat verkies om lede te word en ten opsigte van wie hul werkgewers ingestem het om die bydraes te betaal wat in klousule 7 voorgeskryf word.

(2) (a) Membership of the Fund shall not be compulsory in respect of any employee who on 23 September 1963 was, or thereafter became, a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Management Committee the benefits of such other fund are, on the whole, not less favourable than the benefits provided by the Council's Fund: Provided that—

(i) in the event of such pension fund or provident fund being terminated or suspended, the employer shall give the Management Committee not less than six months' notice of his intention to do so;

(ii) in the event of the rules of such pension fund or provident fund being altered, the employer shall furnish the Management Committee, in writing, with full details of such alterations before they are applied;

(iii) in the event of the Management Committee being unable to determine whether the benefits of such pension fund or provident fund are not less favourable than the benefits provided by the Fund, the Committee shall be obliged to consult an actuary and take cognisance of his recommendation.

(b) Membership shall cease if—

(a) a member has left the Industry;

(b) a member has ceased to contribute to the Fund for a period of three consecutive months, or longer: Provided that if a member can prove to the satisfaction of the Committee, within two years from the date he last contributed, that he was not engaged in the Industry on account of illness, injury or unemployment, such person shall be entitled to be reinstated as a member and to have his benefits restored; or

(c) a member has had his account credited with all bonuses and interest due upon application for withdrawal and has been paid the benefit to which he is entitled.

7. CONTRIBUTIONS

(1) 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, every employer shall on every 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 an amount equal to 5 per cent of the ordinary wage of the employee.

(2) To the amount deducted the employer shall add an equal amount and forward, by not later than the seventh day of the month following the month during which the deductions are made, the total sum to the Secretary, P.O. Box 2221, Port Elizabeth, 6000, together with such statement as the Management Committee may from time to time determine.

(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.

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

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

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

(2) (a) Lidmaatskap van die Fonds is nie verpligtend nie ten opsigte van 'n werknemer wat op 23 September 1963 'n deelnemer en of lid was of daarna geword het van 'n ander fonds wat op genoemde datum voorsiening gemaak het vir bystand van 'n pensioen- of voorsorgfondse, wat op genoemde datum bestaan het en waarin die werkgewer van daardie werknemer op genoemde datum deelgeneem het, of ten opsigte van die werkgewer van daardie werknemer, slegs gedurende dié tydperk wat sodanige ander fonds in werking bly en beide die werkgewer en die werknemer daarin deelneem, indien die Bestuurskomitee van mening is dat die bystand van sodanige ander fonds oor die algemeen nie minder gunstig is nie as die bystand wat deur die Raad se Fonds verskaf word: Met dien verstande dat—

(i) ingeval sodanige pensioenfonds of voorsorgfonds beëindig of opgeskort word, die werkgewer minstens ses maande kennisgewing van sy voorneme om dit te doen aan die Bestuurskomitee moet gee;

(ii) ingeval die reëls van sodanige pensioenfonds of voorsorgfonds verander word, die werkgewer skriftelik aan die Bestuurskomitee volle besonderhede van sodanige veranderinge moet verskaf voordat hulle toegepas word;

(iii) ingeval die Bestuurskomitee nie kan bepaal of die bystand van sodanige pensioenfonds of voorsorgfonds nie minder gunstig is as dié wat deur die Fonds verskaf word nie, die Komitee verplig is om 'n akteur te raadpleeg en kennis van sy aanbeveling te neem.

(2) (b) Lidmaatskap vervel indien—

(a) 'n lid die Nywerheid verlaat het;

(b) 'n lid vir 'n langer tydperk van drie agtereenvolgende maande of langer opgehou het om tot die Fonds by te dra: Met dien verstande dat indien 'n lid binne twee jaar vanaf die datum waarop hy laas bygedra het, tot tevredenheid van die Komitee bewys kan lewer dat hy weens siekte, besering of werkloosheid nie in die Nywerheid in diens was nie, dié persoon daarop geregtig is om as lid herstel en weer in besit van sy bystand gestel te word; of

(c) 'n lid, by aansoek om opvraging, sy rekening laat krediteer het met alle bonusse en rente daarop en die bystand waarop hy geregtig is aan hom betaal is.

7. BYDRAES

(1) Mits geen bedrag afgetrek word van die loon van 'n lid wat gedurende die week waarin die aftrekkings verskuldig geword het, minder as 16 uur 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 Fondsweek, van die loon van elke lid in sy diens 'n bedrag gelyk aan 5 persent van die gewone loon van die werknemer aftrek.

(2) By die bedrag afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is, aan die Sekretaris, Posbus 2221, Port Elizabeth, 6000, stuur, tesame met die staat wat die Bestuurskomitee van tyd tot tyd voorskryf.

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

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

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

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

(b) toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig mag word;

8. BENEFITS

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

(a) at least 12 months after having left the Industry permanently; or

(b) upon retirement from the Industry owing to—

(i) old age; or

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

(2) Subject to the provisions of clause 9, a member referred to in subclause (1) (a) hereof shall be entitled to the following benefits:

(a) If he has been a member for a period not exceeding two years, the total amount contributed by him, plus any bonuses credited to his account in terms of clause 9;

(b) if he has been a member for not less than two years but less than four years, an amount equal to 110 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(c) if he has been a member for not less than four years but less than six years, an amount equal to 115 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(d) if he has been a member for not less than six years but less than eight years, an amount equal to 120 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(e) if he has been a member for not less than eight years but less than 10 years, an amount equal to 125 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(f) if he has been a member for not less than 10 years but less than 12 years, an amount equal to 130 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(g) if he has been a member for not less than 12 years but less than 13 years, an amount equal to 135 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(h) if he has been a member for not less than 13 years but less than 14 years, an amount equal to 140 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(i) if he has been a member for not less than 14 years but less than 15 years, an amount equal to 145 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(j) if he has been a member for not less than 15 years but less than 16 years, an amount equal to 150 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(k) if he has been a member for not less than 16 years but less than 17 years, an amount equal to 160 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(l) if he has been a member for not less than 17 years but less than 18 years, an amount equal to 170 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(m) if he has been a member for not less than 18 years but less than 19 years, an amount equal to 180 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(n) if he has been a member for not less than 19 years but less than 20 years, an amount equal to 190 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9;

(o) if he has been a member for not less than 20 years, an amount equal to 200 per cent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9.

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

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

(c) Upon payment to a member of all benefits accrued to him, the balance of the employer's contributions, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 4 (2) (e).

8. BYSTAND

(1) 'n Lid is geregtig op betaling van alle bystand wat kragtens hierdie Ooreenkoms aan hom toekom—

(a) nadat minstens 12 maande verloop het vanaf die datum waarop hy die Nywerheid vir goed verlaat het; of

(b) by uitdienstreding uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid as gevolg waarvan hy permanent arbeidsongeskik is: Met dien verstande dat die lid bewys van sodanige arbeidsongeskiktheid tot tevredenheid van die Komitee gelewer het.

(2) Behoudens klousule 9, is 'n lid in subklousule (1) (a) hiervan bedoel op die volgende bystand geregtig:

(a) As hy hoogstens twee jaar lank 'n lid was, die totale bedrag deur hom bygedra, plus die bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(b) as hy minstens twee jaar lank maar minder as vier jaar 'n lid was, 'n bedrag gelyk aan 110 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(c) as hy minstens vier jaar lank maar minder as ses jaar 'n lid was, 'n bedrag gelyk aan 115 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(d) as hy minstens ses jaar lank maar minder as agt jaar 'n lid was, 'n bedrag gelyk aan 120 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(e) as hy minstens agt jaar lank maar minder as 10 jaar 'n lid was, 'n bedrag gelyk aan 125 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(f) as hy minstens 10 jaar lank maar minder as 12 jaar 'n lid was, 'n bedrag gelyk aan 130 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(g) as hy minstens 12 jaar lank maar minder as 13 jaar 'n lid was, 'n bedrag gelyk aan 135 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(h) as hy minstens 13 jaar lank maar minder as 14 jaar 'n lid was, 'n bedrag gelyk aan 140 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(i) as hy minstens 14 jaar lank maar minder as 15 jaar 'n lid was, 'n bedrag gelyk aan 145 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(j) as hy minstens 15 jaar lank maar minder as 16 jaar 'n lid was, 'n bedrag gelyk aan 150 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(k) as hy minstens 16 jaar lank maar minder as 17 jaar 'n lid was, 'n bedrag gelyk aan 160 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(l) as hy minstens 17 jaar lank maar minder as 18 jaar 'n lid was, 'n bedrag gelyk aan 170 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(m) as hy minstens 18 jaar lank maar minder as 19 jaar 'n lid was, 'n bedrag gelyk aan 180 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(n) as hy minstens 19 jaar lank maar minder as 20 jaar 'n lid was, 'n bedrag gelyk aan 190 persent van die totale bedrag deur hom bygedra en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is;

(o) as hy minstens 20 jaar lank 'n lid was, 'n bedrag gelyk aan 200 persent van die totale bedrag deur hom bygedra, en alle bonusse wat ingevolge klousule 9 op sy rekening gekrediteer is.

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

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

(c) Wanneer alle bystand wat aan 'n lid toekom aan hom betaal is, moet die saldo van die werkgewer se bydraes, as daar is, aan die Fonds verbeur word as 'n bedrag waarop die Fonds kragtens klousule 4 (2) (e) geregtig geword het.

(4) (a) A member referred to in subclause (1) (b) shall be paid an amount equal to 200 percent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9: Provided that the Committee shall have the right to require such a member to undergo a medical examination by a medical practitioner nominated by the Committee.

(b) The Fund shall be responsible for the cost of any medical examination which a member is required to undergo in terms of paragraph (a).

(5) (a) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay an amount equal to 200 percent of the total of the amount contributed by him and any bonuses credited to his account in terms of clause 9, to the dependants, and the estate of the deceased member shall have no claim against the Fund.

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

(c) If a deceased member left no dependant, the amount standing to his credit in the Fund shall, notwithstanding the provisions of paragraph (a) of this subclause, be paid into his estate.

(d) In the event of the dependants of a deceased member not claiming the benefits within one month of the proof of death of a member, the Management Committee shall insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and last known place of work of the deceased member and the fact that benefits are available for collection by the dependants at a place appointed by the Management Committee. If, within a year and a day from the date of the last insertion of such advertisement, the dependants fail to claim the benefits due to them, such benefits shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 4 (2) (e): Provided, however, that the Management Committee shall consider any claim that may be made after the expiry of the said period and may in its discretion make an *ex gratia* payment from the Fund.

(6) If a member has received a benefit to which he is not entitled and the matter is not dealt with in the manner set out in clause 7 (5), he shall be liable to repay to the Fund the amount of the benefit so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(7) 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.

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

(9) If any benefit due and payable, other than benefits due and payable to dependants in terms of subclause (4), is not claimed within two years from the due date thereof, the Management Committee shall, after the expiry of the two years' period, insert an advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due was normally resident at the time such benefit became due, stating the name and last known place of work of the member, 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,

(4) (a) 'n Lid in subklousule (1) (b) bedoel, moet 'n bedrag betaal word gelyk aan 200 persent van die totale bedrag deur hom bygedra en alle bonusse ingevolge klousule 9 op sy rekening gekrediteer: Met dien verstande dat die Komitee die reg het om van sodanige lid te vereis om 'n mediese ondersoek te ondergaan deur 'n mediese praktisyn wat deur die Komitee aangewys word.

(b) Die Fonds is verantwoordelik vir die koste van 'n mediese ondersoek wat 'n lid ingevolge paragraaf (a) moet ondergaan.

(5) (a) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys gelewer is van die afsterwe van 'n lid, moet die Fonds 'n bedrag gelyk aan 200 persent van die totale bedrag deur hom bygedra en alle bonusse ingevolge klousule 9 op sy rekening gekrediteer, aan die afhanklikes betaal, en die boedel van die afgestorwe lid het dan geen eis teen die Fonds nie.

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

(c) Indien 'n afgestorwe lid nie 'n afhanklike het nie, moet die bedrag in sy krediet in die Fonds ondanks paragraaf (a) van hierdie subklousule in sy boedel gestort word.

(d) Ingeval die afhanklikes van 'n afgestorwe lid nie binne 'n maand nadat daar bewys van sy afsterwe gelewer is, die bystand eis nie, moet die Bestuurskomitee 'n advertensie in albei amtelike tale plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is en waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die afgestorwe lid gewoonlik woonagtig was, en in sodanige advertensie moet die naam en laaste werkplek van die afgestorwe lid gemeld word en die feit dat bystand vir die afhanklikes beskikbaar is op 'n plek wat die Bestuurskomitee aangewys het. Indien die afhanklikes versuim om binne 'n jaar en 'n dag vanaf die datum waarop sodanige advertensie die laaste keer verskyn het, die bystand te eis wat aan hulle verskuldig is, moet sodanige bystand aan die Fonds verbeur word as 'n bedrag waarop die Fonds kragtens klousule 4 (2) (e) geregtig geword het: Met dien verstande egter dat die Bestuurskomitee alle eise wat na die verstryking van genoemde tydperk ingestel word, moet oorweeg en na goeddunke 'n betaling *ex gratia* uit die Fonds kan doen.

(6) Indien 'n lid bystand ontvang het waarop hy nie geregtig is nie en die saak nie volgens die voorskrifte van klousule 7 (5) behandel is nie, kan daar van hom geëis word om die bedrag van die bystand wat hy aldus ontvang het aan die Fonds terug te betaal: Met dien verstande dat indien die Bestuurskomitee dit in 'n bepaalde geval onbillik ag om die terugbetaling van die hele bedrag van sodanige bystand te eis, hy na goeddunke kan vereis dat 'n kleiner bedrag terugbetaal word of dat sodanige lid van die terugbetaling van die hele bedrag vrygestel word.

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

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

(9) As bystand wat verskuldig en betaalbaar is, uitgesonderd bystand wat ingevolge subklousule (4) aan afhanklikes verskuldig en betaalbaar is, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Bestuurskomitee na verstryking van die tydperk van twee jaar 'n advertensie in albei amtelike tale plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is en waarvan een 'n nuusblad moet wees wat in omloop is in die gebied waarin die lid aan wie die bystand verskuldig is gewoonlik woonagtig was toe sodanige bystand verskuldig geword het, en in sodanige advertensie moet die naam en laaste werkplek van die lid en die feit dat sekere bystand verskuldig is, gemeld word en sodanige persoon of sy afhanklikes versoek word om eise vir sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum waarop die advertensie die laaste keer verskyn het en om volle besonderhede te verstrek van die gronde waarop sodanige eise ingestel word.

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".

Should no claim have been received from a member or his dependants within the prescribed period, the benefit shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 4 (2) (c): Provided, however, that the Management Committee shall consider any claim that may be made after the expiry of the said period and may in its discretion make an *ex gratia* payment from the Fund.

(10) 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.

9. BONUSSES

(1) An accountant shall at such times as the Management Committee and shall make recommendations for the declarations into the Fund and a valuation of the liabilities of the Fund, and shall make a report thereon to the Management Committee and shall make recommendations for the declaration of a bonus or the creation of a reserve for additional benefits.

(2) The Management Committee shall, if it deems fit, declare a bonus based on the recommendations of the accountant, and any bonus so declared shall be credited to the members' accounts or shall, if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 8 (1) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry of such member.

10. 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 agent 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 agent appointed by the Council, it may authorise the Management Committee to appoint one or more agents, with similar powers and duties of the agent referred to above, for so long as contributions are due by members and employers.

11. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any or all of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

12. 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 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 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 subclause—

(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 its 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

Die Bestuurskomitee moet, sodanige eise oorweeg na die laaste datum waarop hulle ingedien word, en aan die lid, of indien geen eis van 'n lid ontvang word nie, aan sy afhanklikes wat eise op die voorgeskrewe manier ingedien het, dié geld betaal wat hoogstens gelyk moet wees aan die volle bystand wat aan die lid verskuldig is, min die advertensiekoste as die Bestuurskomitee dit dienstig ag: Met dien verstande dat sodanige betaling aan die afhanklikes moet geskied in die volgorde van voorkeur soos in die omskrywing van "afhanklike" vervat.

As geen eis binne die voorgeskrewe tydperk van 'n lid of van sy afhanklikes ontvang is nie, moet die bystand aan die Fonds verbeur word as 'n bedrag waarop die Fonds kragtens klousule 4 (2) (c) geregtig geword het: Met dien verstande egter dat die Bestuurskomitee alle eise wat na die verstryking van genoemde tydperk ingestel word, moet oorweeg en na goeddunke 'n betaling *ex gratia* uit die Fonds kan doen.

(10) Ingeval die bystand van 'n lid sonder sy toedoen verbeurd verklaar is as gevolg van foute in werkgewers se opgawes of persoonsvergissing deur die administrasie van die Fonds, moet die Bestuurskomitee dié bystand herstel.

9. BONUSSE

(1) 'n Rekenmeester moet op dié tye wat die Bestuurskomitee na goeddunke vereis, die Fonds ondersoek, die laste van die Fonds waardeur, verslag daaroor aan die Bestuurskomitee doen en aanbevelings maak oor die verklaring van 'n bonus of die skepping van 'n reserve vir bykomende bystand.

(2) Indien hy dit goeddink, moet die Bestuurskomitee 'n bonus verklaar, gebaseer op die aanbevelings van die rekenmeester, en die lede se rekenings moet gekrediteer word met die bonus aldus verklaar of, as hy dit goeddink, moet die Bestuurskomitee 'n finansiële reserve in die lewe roep vir die betaling van bykomende bystand aan lede wat verplig is om ingevolge klousule 8 (1) (b) uit die Nywerheid te tree. Sodanige bykomende bystand moet gebaseer wees op 'n formule wat deur die Raad goedgekeur moet word en moet verband hou met sodanige lid se dienstydperk in die Nywerheid.

10. AGENTE

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

11. VRYSTELLINGS

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

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander rede gestaak word en daar binne 12 maande vanaf die datum van die verstryking van hierdie Ooreenkoms geen daaropvolgende Ooreenkoms aangegaan word met die doel om hierdie Fonds voort te sit nie of ingeval die Fonds nie deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds deur die Komitee gelikwideer word, en is die Komitee intussen vir die administrasie van die Fonds aanspreeklik. Ingeval die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) mag die bystand wat aan die lede van die oorspronklike Fonds verskuldig is op die datum van sodanige oordrag hoegenaamd nie vanweë sodanige oordrag verminder word nie; en

(b) moet enige lid van die oorspronklike Fonds, wat verhuurder mag word om lid van die nuwe Fonds te word, sy volle bystand betaal word asof hy uit die diens van die Nywerheid getree het.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende dié tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds nog geadminestreer word deur die Komitee of dié ander persone wat die Registrateur kragtens daardie subartikel aanwys. Die Registrateur moet alle vakatures wat

the Committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two or more persons, one being a member of the Fund or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the Trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Fund shall, upon expiry of the Agreement, be liquidated 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 as provided for in that subclause.

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

13. LIQUIDATION

(1) Upon liquidation of the Fund in terms of clause 12 (1) or (2), the Committee, liquidator or the Trustees, as the case may be, shall—

(a) forthwith proceed to convert all investments and assets of the Fund into cash, 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 and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 9;

(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 approved retirement.

(2) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of subclause (1) hereof not be claimed within three months from the date upon which they 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 becoming liable to forfeiture, such benefits shall be paid to the Guardians' Fund to be dealt with as provided for in the Administration of Estates Act, 1913.

14. 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 and not paid into the Fund, upon the sequestration or liquidation of the employer's estate.

15. GENERAL PROVISIONS

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

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

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

in die Komitee ontstaan, uit die geledere van die werkgewers en die werknemers, na gelang van die geval, vul ten einde te verseker dat die getal werkgewersvertegenwoordigers en die getal werknemersvertegenwoordigers in die Komitee ewe groot is. Ingeval die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, kan hy 'n persoon aanstel wat onmiddellik nog twee persone moet koöpteer, van wie een 'n lid van die Fonds of 'n besoldigde beampte van een van die vakverenigings en die ander 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan moet wees, en hierdie persone maak tesame die trustees uit, by wie al die bevoegdhede, regte en pligte van die Komitee berus. Ingeval daar by die verstryking van die Ooreenkoms geen Raad bestaan nie, moet die Fonds deur die Komitee of die trustees, na gelang van die geval, gelikwideer word.

(3) Alle vakatures wat in die raad van trustees ontstaan, soos ooreenkomstig subklousule (2) van hierdie klousule saamgestel, moet gevul word op die wyse soos voorgeskryf in daardie subklousule.

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

13. LIKWIDASIE

(1) By die likwidasië van die Fonds ooreenkomstig klousule 12 (1) of (2), moet die Komitee, die likwidateur of die trustees, na gelang van die geval—

(a) dadelik begin om alle beleggings en bates van die Fonds in kontant om te sit en sodanige kontant so te belê dat dit binne 30 dae opgeva kan word;

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

(c) na aftrekking van alle skulde en uitgawes, die netto batige saldo of tekort van die Fonds ten opsigte van die rekenings van lede bepaal en dit toewys soos in klousule 9 voorgeskryf;

(d) na hierdie finale toewysing ooreenkomstig paragraaf (c) hiervan, die bedrae in die krediet van lede se rekenings aan sodanige lede uitbetaal asof hulle die Nywerheid by uitdienstreding met goedkeuring verlaat het.

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

14. VRYWARING

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

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

15. ALGEMENE BEPALINGS

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

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

(3) Niemand, hetsy 'n lid of 'n ander persoon, het enige aanspraak, reg of belang in, op of ten opsigte van die Fonds of enige bydraes daartoe of enige belang daarin of enige eis teen die Raad, die Bestuurskomitee en die werkgewers nie, behalwe kragtens en ooreenkomstig hierdie Ooreenkoms.

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

This agreement signed on behalf of the parties this 22nd day of November 1979.

A. SAAYMAN, Chairman of the Council.

J. B. CONNACHER, Vice-Chairman of the Council.

R. T. RAAFF, Secretary of the Council.

(4) Behoudens die Insolvensiewet, 1936, of enige ander wet, mag die bystand waarop 'n lid of sy afhanklike geregtig is, nie by die sekwestrasie of oorgawe van 'n boedel van sodanige lid en/of sy afhanklike deel van die bates van sy insolvente of afgestane boedel uitmaak nie, maar val dit terug aan die Fonds en kan daarmee deur die betrokke Komitee gehandel word op 'n manier wat, na die mening van die Komitee, daarop bereken is om sodanige lid of afhanklike te bevoordeel.

Hierdie Ooreenkoms is namens die partye op hede die 22ste dag van November 1979 onderteken.

A. SAAYMAN, Voorsitter van die Raad.

J. B. CONNACHER, Ondervoorsitter van die Raad.

R. T. RAAFF, Sekretaris van die Raad.

THE FLOWERING PLANTS OF AFRICA

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