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**VAN DIE REPUBLIEK VAN SUID-AFRIKA**  
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**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN  
MANNEKRAGBENUTTING**

R.1828]

[5 September 1980

WET OP NYWERHEIDSVERSOENING, 1956

MEUBELNYWERHEID, OOSTELIKE  
KAAPPROVINSIE

SIEKTEBYSTANDSVERENIGINGOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragebenutting, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge 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 Augustus 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.

S. P. BOTHA  
Minister van Mannekragebenutting

**GOVERNMENT NOTICES**

**DEPARTMENT OF MANPOWER  
UTILISATION**

R.1828]

[5 September 1980

INDUSTRIAL CONCILIATION ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,  
EASTERN CAPE PROVINCE

SICK BENEFIT SOCIETY AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, 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 31 August 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.

S. P. BOTHA  
Minister of Manpower Utilisation

## BYLAE

# NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE OOSTELIKE KAAPPROVINSIE

## SIEKTEBYSTANDSVERENIGINGOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 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—

- deur alle werkgewers wat lede van die werkgewersorganisasie is  
en deur alle werknemers wat lede van enige van die vakverenigings  
is en wat onderskeidelik by die Meubelnywerheid van die  
Oostelike Kaapprovinsie betrokke of daarin werksaam is;
- in die landdrostrikte 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, Noupoort, Pearston, Richmond (K.P.),  
Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en  
Willowmore.

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

- van toepassing slegs op werknemers vir wie daar lone in die  
Hofooreenkoms voorgeskryf word en op die werkgewers van  
sodanige werknemers;
- van toepassing op vakleerlinge vir sover hulle nie onbestaanbaar  
is met die Wet op Vakleerlinge, 1944, of 'n ooreenkoms aange-  
gaan 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 'n tydperk van vyf jaar 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 dié 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 samehang, beteken—

„Wet” die Wet op Nywerheidsversoening, 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 werkgever in diens is vir die doel  
om grondstowwe van enige aard te laai en/of af te laai en/of te  
berg;

„Komitee” die Mediese Komitee wat ooreenkomstig klousule 17  
van hierdie Ooreenkoms aangestel is;

„Raad” die Nywerheidsraad vir die Meubelnywerheid, Ooste-  
like Kaapprovinsie;

„afhanklikes” dié persone wat tot die Vereniging toegelaat is as  
afhanklikes ooreenkomstig klousule 10 van hierdie Ooreenkoms;

„Meubelnywerheid” of „Nywerheid”, sonder om die gewone  
betekenis van die uitdrukking eniger wyse te beperk, die Nywer-  
heid waarin werkgewers en werknemers met mekaar geassosieer  
is vir die vervaardiging, of in hul 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 stoel-  
kussings en/of die maak en/of herstel van raamveermatrasses  
en/of rame vir stoffeerwerk; houtmasjienwerk, finerwerk,  
houtdraaiwerk, houtsnijwerk in verband met die vervaardiging

## SCHEDULE

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

## SICK BENEFIT SOCIETY 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’ organi-  
sation”), 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 Manufac-  
turing 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—

- by all employers who are members of the employers’ organisa-  
tion and by all employees who are members of the trade unions  
and who are engaged or employed respectively in the said In-  
dustry;
- within the Magisterial Districts of Port Elizabeth, Cradock,  
Graaff-Reinet, Humansdorp, Hankey, Somerset East, Aber-  
deen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Coles-  
berg, Hanover, Hofmeyr, Jansenville, Joubertina, Kirkwood,  
Middelburg (C.P.), Murraysburg, Noupoort, Pearston, Rich-  
mond (C.P.), Steytterville, Steynsburg, Uniondale, Uitenhage,  
Venterstad and Willowmore.

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

- only apply to employees for whom wages are prescribed in the  
Main Agreement and to the employers of such employees;
- 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 a period of five years, 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 ex-  
pressions 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 con-  
tract 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;

“Committee” means the Medical Committee appointed in terms  
of the provisions of clause 17;

“Council” means the Industrial Council for the Furniture Manu-  
facturing Industry, Eastern Cape Province;

“dependants” means those persons admitted to the Society as  
dependants in accordance with the provisions of clause 10;

“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 manufac-  
ture, either in whole or in part, of all types of furniture, irrespec-  
tive of the materials used, and shall include, *inter alia*, the fol-  
lowing 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

en/of herstel van meubels, poleer- en/of herpoleerwerk van klaviere of die vervaardiging van en/of beits-, spuit- en poleerwerk 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 houtmasjien-, 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 artikels wat hoofsaaklik van mandjesgoed, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

„leerling” ’n werknemer, uitgesonderd ’n vakleerling, arbeider, leerling-verpakkor of proefleerling wat ten tyde van sy indiensneming ’n minderjarige is of was en in diens is om enige klas werk te leer wat in sy leerlingstifikaat aangedui word;

„Hoofdooreenkomst” enige geldige ooreenkomst vir die Meubelnywerheid, Oostelike Kaapprovinsie, gepubliseer ingevolge artikel 48 van die Wet, waarin lene voorgeskryf word of, by ontstentenis van so ’n ooreenkomst, die jongste loonooreenkomst wat ingevolge die Wet vir die Nywerheid gepubliseer is;

„lid” ’n persoon wat behoorlik as lid van die Vereniging toegelaat is ooreenkomstig klousule 6;

„regulasies” die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel word ooreenkomstig klousule 25;

„siekte” ook kwale, en ongeskiktheid weens besering;

„Vereniging” die Siektebystandsvereniging van Oos-Kaaplandse Meubelwerkers wat kragtens klousule 4 gestig word;

„loon” die bedrag geld aan ’n werknemer betaalbaar ingevolge die Hoofdooreenkomst ten opsigte van sy gewone werkure: Met dien verstande dat indien ’n werkgewer gereeld aan ’n werknemer ten opsigte van sodanige gewone werkure ’n bedrag betaal wat meer is as dié wat in die Hoofdooreenkomst voorgeskryf word, dit sodanige hoër bedrag beteken.

#### 4. SIEKTEBYSTANDSVERENIGING VAN OOS-KAAPLANDSE MEUBELWERKERS

(1) Hierby word ’n vereniging gestig wat bekend sal staan as die „Siektebystandsvereniging van Oos-Kaaplandse Meubelwerkers” hierna die „Vereniging” genoem.

(2) Die Vereniging bestaan uit—

- geld of ander bates wat na die Vereniging oorgedra word vanaf enige ander Siektebystandsvereniging;
- bydraes ooreenkomstig klousule 16;
- rente verkry uit die belegging van geld van die Vereniging; en
- alle ander geld waarop die Vereniging geregtig word.

#### 5. DOELSTELLINGS

(1) Die doelstellings van die Vereniging is om fondse deur middel van ledegeld, bydraes en skenkings bymekaar te maak en in stand te hou met die doel om, ooreenkomstig hierdie Ooreenkomst en die regulasies, lede en hul afhanklikes te voorsien van mediese, chirurgiese en oftalmiese dienste en behandeling, medisyne, verbande, geriewe, hospitaal- of verpleeginrigtingbehandeling wanneer vry beddens nie ooreenkomstig die bepalings van die betrokke provinsiale ordonnansie in ’n hospitaal verkrygbaar is nie en wanneer behandeling, in laasgenoemde geval, dringend nodig is; om siektebesoldiging en dié ander bystand en hulp wat die Komitee van tyd tot tyd bepaal, aan lede te verskaf en om maatreëls te tref vir die voorkoming van siekte en die verbetering en bevordering van gesondheid onder lede en hul afhanklikes.

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

- dié dokters, verpleegsters, aptekers en ander persone wat hy wenslik ag, in diens neem, in diens hou of kontrakte met hulle aangaan;
- ’n hospitaal, verpleeginrigting, herstellingsoord of ’n dergelike inrigting of ’n spreekkamer of apteek vir die versorging van lede en hul afhanklikes stig en/of bestuur;
- met ’n hospitaal, verpleeginrigting, herstellingsoord of ’n dergelike inrigting ’n kontrak aangaan vir die versorging van lede en hul afhanklikes;

manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tea-room, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture of 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 including 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 re-polishing 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 of 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 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 other than an apprentice, labourer, learner packer, or probationer who at the time of his engagement is or was a minor and who is employed in learning any class of work specified on his learnership certificate;

„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;

„member” means a person who has been duly admitted to membership of the Society in terms of clause 6;

„regulations” means the regulations made by the Medical Committee from time to time in accordance with the provisions of clause 25;

„sickness” includes diseases, and incapacity owing to injury;

„Society” means the Eastern Cape Furniture Workers’ Sick Benefit Society established in terms of clause 4;

„wage” means the amount of money payable to an employee in terms of the Main Agreement in respect of his ordinary hours of work: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in the Main Agreement, it means such higher amount.

#### 4. ESTABLISHMENT OF EASTERN CAPE FURNITURE WORKERS’ SICK BENEFIT SOCIETY

(1) There is hereby established a society known as the “Eastern Cape Furniture Workers’ Sick Benefit Society”, hereinafter referred to as the “Society”.

(2) The Society shall consist of—

- money or other assets transferred to it from any other Sick Benefit Society;
- contributions in terms of clause 16;
- interest derived from the investment of any moneys of the Society; and
- any other moneys to which the Society may become entitled.

#### 5. OBJECTS

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

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

- contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;
- establish and/or conduct any hospital, nursing home, convalescent home or the like or any surgery or dispensary for the care of members and their dependants;
- contract with any hospital, nursing home, convalescent home, or the like for the care of members and their dependants;

- (d) met 'n oogkundige, apteker of 'n ander persoon 'n kontrak aangaan vir die lewering van dienste, optiese benodigdhede, medisyne, verbande en verdowingsmiddels;
  - (e) enige ander organisasie of liggaam inlyf wat oor die algemeen of gedeeltelik dieselfde doelstellings as die Vereniging nastreef, en daarmee amalgameer of wedersyds daarmee saamwerk.
- (3) Die Vereniging kan voorts al dié ander dinge doen wat voortvloei uit of bevorderlik is vir die verwesenliking van dié doelstelling of wat in verband staan met enigeen van die bevoegdhede of funksies in hierdie Ooreenkoms bedoel.

#### 6. LIDMAATSKAP

(1) Lidmaatskap van die Vereniging sal bestaan uit werknemers wat lede is van of die National Union of Furniture and Allied Workers of South Africa of die National Association of Furniture and Allied Workers of South Africa.

(2) Ondanks enige lededgeld wat betaal mag gewees het, sal lidmaatskap van die Vereniging onmiddellik beëindig word sodra 'n lid sy lidmaatskap van enige van die vakverenigings in subklousule (1) genoem, beëindig.

#### 7. KLAGTES VAN LEDE

(1) Alle klagtes teen die Komitee of 'n ampsdraer of werknemer daarvan moet aan die Raad gerig word, wat oor die bevoegdheid beskik om 'n beslissing te vel en wie se beslissing finaal is.

(2) Klagtes teen die mediese personeel moet by die Komitee ingedien word wat op sy beurt sodanige klagtes moet verwys na arbiters wat bestaan uit 'n mediese beampte van die Vereniging en 'n algemene praktisyn deur die Komitee aangestel, en genoemde arbiters moet oor sodanige klagtes aan die Komitee verslag doen.

#### 8. LEDE MET VERLOF

Lede wat met verlof van hul werk afwesig is gedurende die jaarlikse vakansietydperk is vir hul lededgeld ten opsigte van sodanige verloftyd aanspreeklik.

#### 9. PENSIOENTREKKERS EN WEDUWEES

Lede wat na 20 jaar diens uit die Nywerheid aftree of weduwees van afgestorwe lede kan toegelaat word om nog in die bystand van die Vereniging te deel op dié voorwaardes wat die Komitee van tyd tot tyd in verband met bydraes tot die Vereniging of ander sake voorskryf.

#### 10. TOELATING VAN AFHANKLIKES

Ondergenoemde persone moet, op die voorwaardes hieronder gemeld, as afhanklikes van 'n lid toegelaat word:

- (a) 'n Lid se vrou en 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome kinders) nadat dié bewys wat die Komitee vereis, gelewer is van hul algehele afhanklikheid van sodanige lid;
  - (b) enige ander persoon wat, na goeddunke van die Komitee, geheel en al van 'n lid afhanklik is:
- Met dien verstande dat 'n persoon in (b) bedoel—
- (i) nie as 'n afhanklike van 'n lid toegelaat mag word nie tensy sodanige persoon 'n mediese ondersoek tot tevredeheid van die Komitee deurgemaak het: Met dien verstande dat die Komitee na goeddunke, van hierdie vereiste kan afsien;
  - (ii) gedurende die eerste twee tydperke van 'n leerlingkap nie op toelating as 'n afhanklike van 'n leerling geregtig is nie;
  - (iii) wat 'n ouderdomspensioen of 'n ander pensioen ontvang en kinders onder die ouderdom van 18 jaar wat 'n inkomste van hoogstens R20,00 per maand het, na goeddunke van die Komitee as volle afhanklikes geag kan word;
  - (iv) gewoonlik by die betrokke lid moet inwoon: Met dien verstande dat die Komitee in spesiale gevalle en op dié voorwaardes wat hy van tyd tot tyd bepaal, persone wat nie aldus inwoon nie, as afhanklikes kan toelaat mits hulle in die Republiek woonagtig is.

#### 11. LIDMAATSKAPKAARTE

'n Kaart moet aan elke lid uitgereik word as bewys van lidmaatskap. Hierdie kaart moet op versoek getoon word aan enigeen wat ooreenkomsig hierdie Ooreenkoms diens lewer aan 'n lid of afhanklike waarvoor die Vereniging uitsluitlik of gedeeltelik aanspreeklik is.

Lidmaatskapkaarte moet binne sewe dae aan die sekretaris van die Komitee gestuur word vir die nodige byvoegings en skrapings in gevalle waar—

- (a) 'n lid in die huwelik tree;
- (b) 'n lid se vrou die lewe aan 'n kind skenk of 'n kind wettiglik deur 'n lid aangeneem word;
- (c) 'n afhanklike te sterwe kom, die ouderdom van 18 jaar bereik of in die huwelik tree;

- (d) contract with any optician, pharmacist or any other person for the supply of services, optical requirements, medicines, dressings and drugs;
  - (e) amalgamate or incorporate with or work in reciprocity with any other organisation or body having objects similar in whole or in part to those of the Society.
- (3) The Society may further do all such other things as are incidental or conducive to the attainment of any object, or incidental to any of the powers or functions mentioned in this Agreement.

#### 6. MEMBERSHIP

(1) Membership of the Society shall consist of employees who are members of either the National Union of Furniture and Allied Workers of South Africa or the National Association of Furniture and Allied Workers of South Africa.

(2) Membership of the Society shall terminate immediately a member terminates his membership of either the trade unions referred to in subclause (1) notwithstanding any subscriptions which may have been paid.

#### 7. MEMBERS' COMPLAINTS

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

(2) Complaints against medical personnel shall be lodged with the Committee, which in turn shall refer the said complaints to referees consisting of a medical officer of the Society and a general practitioner appointed by the Committee who shall report thereon to the Committee.

#### 8. MEMBERS ON LEAVE

Members on leave from their employment during the annual holiday period shall be liable for subscriptions in respect of such leave period.

#### 9. PENSIONERS AND WIDOWS

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

#### 10. ADMISSION OF DEPENDANTS

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

- (a) A member's wife, and a member's children under the age of 18 years (including legally adopted children) subject to such proof as the Committee may require of their being wholly dependant on such member;
  - (b) any other person who, at the discretion of the Committee, is wholly dependent on a member;
- Provided that a person referred to in (b)—
- (i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee: Provided that the Committee may, in its discretion, dispense with this requirement;
  - (ii) shall not be entitled to admission as a dependant of a learner during the first two periods of learnership;
  - (iii) who is in receipt of old age or any other pension, and children under the age of 18 years who are in receipt of an income of R20,00 per month or less may, at the discretion of the Committee, be considered as wholly dependant;
  - (iv) shall normally reside with the member concerned: Provided that in special cases the Committee may, on such conditions as it may lay down from time to time, admit as dependants persons not so resident, provided they are resident in the Republic.

#### 11. MEMBERSHIP CARDS

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

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

- (a) the marriage of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;

- (d) 'n afhanklike 'n loon of pensioen van meer as R20,00 per maand ontvang;
- (e) die ledegeld verander word;
- (f) die adres verander word;
- (g) die paneeldokter verander word;
- (h) die lidmaatskapnommer verander word.

In die geval van (a) of (b) moet die huwelik- of geboortesertifikaat en/of bewys van wettige aanneming voorgelê word.

Lidmaatskapkaarte word aanvanklik gratis uitgereik, maar waar 'n kaart verloor word, moet die betrokke lid 'n bedrag van 10c vir die vervanging daarvan aan die Vereniging betaal.

Nuwe lidmaatskapkaarte kan van tyd tot tyd, na goeddunke van die Komitee, uitgereik word.

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

## 12. BYSTAND

(1) 'n Lid en sy afhanklikes is, behoudens die regulasies, op die volgende bystand geregtig:

- (a) Mediese behandeling (uitgesonderd dié in verband met bevalings of komplikasies wat daaruit ontstaan);
- (b) dienste van spesialiste (uitgesonderd verloskunde), op aanbeveling van die mediese beampte wat deur die Komitee aangestel is;
- (c) operasies deur die Vereniging se mediese beamptes of met hul toestemming uitgevoer, uitgesonderd operasies in klousule 14 bedoel;
- (d) mediese wonddekkings en dié medisyne en/of verdowingsmiddels soos die Komitee besluit: Met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en verdowingsmiddels moet betaal;
- (e) optiese dienste: Met dien verstande dat die lid 25 persent van die totale koste van sodanige dienste moet betaal en dat die totale bedrag van die bystand hoogstens R75,00 in 'n bepaalde jaar van lidmaatskap mag beloop;
- (f) na volstrekte goeddunke van die Komitee, 'n *ex gratia*-bydrae tot mediese koste—
  - (i) terwyl op reis in 'n provinsie van die Republiek; of
  - (ii) terwyl tydelik woonagtig in 'n ander gebied as die gebied waar hy gewoonlik woonagtig is;
- (g) akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal nie verkrygbaar is nie);
- (h) dié ander dienste wat die Komitee van tyd tot tyd invoer;
- (i) siektebesoldiging, slegs in die geval van 'n lid ingevolge klousule 13 van hierdie Ooreenkoms: Met dien verstande dat lede en hul afhanklikes nie op die bystand waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, geregtig is nie voordat sodanige lede minstens 13 weke se bydraes aan die Vereniging betaal het en/of nie meer as vier weke met hul bydraes agterstallig is nie;
- (j) tandheelkundige dienste: Met dien verstande dat die lid 25 persent van die totale koste van sodanige dienste moet betaal en dat die totale bedrag van die bystand hoogstens R100,00 in 'n bepaalde jaar van lidmaatskap mag beloop.

(2) Die totale bedrag wat in die vorm van bystand in 'n bepaalde jaar van lidmaatskap aan 'n lid en sy afhanklikes betaalbaar is, uitgesonderd siektebesoldiging, mag nie die volgende te bowe gaan nie: hoogstens R500,00.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, word lede wat op die datum van inwerkingtreding van die Ooreenkoms minstens 13 weeklikse bydraes ingevolge enige vorige ooreenkoms aan die Vereniging betaal het, onmiddellik geregtig op die bystand in hierdie Ooreenkoms voorgeskryf.

## 13. SIEKTEBESOLDIGING

(1) 'n Lid wat weens siekte verplig is om minstens twee agtereenvolgende werkdade van die werk af weg te bly, is, behoudens klousule 12, gedurende enige 12 kalendermaande geregtig op siektebesoldiging teen die volgende skale:

|                                                            | Gedurende die eerste vyf weke afwesigheid | Gedurende die volgende drie weke afwesigheid |
|------------------------------------------------------------|-------------------------------------------|----------------------------------------------|
|                                                            | Per week R                                | Per week R                                   |
| (a) In die geval van 'n lid wat R1,40 per week bydra ..... | 15,00                                     | 9,00                                         |
| (b) In die geval van 'n lid wat R1,60 per week bydra ..... | 30,00                                     | 24,00                                        |

- (d) a dependant becoming the recipient of a wage or pension exceeding R20,00 per month;
- (e) a change of rate of subscription;
- (f) a change of address;
- (g) a change of panel doctor;
- (h) a change of membership number.

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

Membership cards shall be issued free in the first instance but if a card is lost, a fee of 10c shall be paid to the Society by the member concerned for its replacement.

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

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

## 12. BENEFITS

(1) A member and his dependants shall, subject to the regulations, be entitled to the following benefits:

- (a) Medical attendance (excluding confinements or complications arising therefrom);
- (b) specialists' services (excluding obstetrics), on the recommendation of the medical officer appointed by the Committee;
- (c) operations performed by the Society's medical officers or with their approval, excluding operations referred to in clause 14;
- (d) medical dressings and such medicines and/or drugs as may be decided upon by the Committee: Provided that the member shall pay 25 percent of the total cost of such medicines and drugs;
- (e) optical services: Provided that the member shall pay 25 percent of the total cost of such services and that the total amount of the benefits shall not exceed R75,00 in any one year of membership;
- (f) at the entire discretion of the Committee, an *ex gratia* contribution towards medical expenses—
  - (i) whilst journeying in any province of the Republic; or
  - (ii) whilst temporarily resident in an area other than the area where he is usually resident;
- (g) hospital and nursing home accommodation (when the case is one of urgency and free beds in a hospital are unobtainable);
- (h) such other services as may from time to time be introduced by the Committee;
- (i) sick pay, in the case of a member only, in terms of clause 13 of this Agreement: Provided that members and their dependants shall not become entitled to any of the benefits provided for in this Agreement until such members have contributed not less than 13 weeks' contributions to the Society and/or are not more than four weeks in arrear with their subscriptions;
- (j) dental services: Provided that the member shall pay 25 percent of the total cost of such services and that the total amount of the benefits shall not exceed R100,00 in any one year of membership.

(2) The total amount of benefits, excluding sick pay, payable to a member and his dependants in any one year of membership, shall not exceed R500,00.

(3) Notwithstanding anything to the contrary contained in this Agreement, members who have made at least 13 weekly contributions to the Society, in terms of any previous agreement, as at the date of coming into operation of the Agreement, shall immediately become entitled to the benefits prescribed in this Agreement.

## 13. SICK PAY

(1) A member who through sickness is compelled to absent himself from work for a period of not less than two consecutive working days, shall, subject to the provisions of clause 12, be entitled to sick pay at the following rates during any 12 calendar months:

|                                                               | During the first five weeks of absence | During the next three weeks of absence |
|---------------------------------------------------------------|----------------------------------------|----------------------------------------|
|                                                               | Per week R                             | Per week R                             |
| (a) In the case of a member contributing R1,40 per week ..... | 15,00                                  | 9,00                                   |
| (b) In the case of a member contributing R1,60 per week ..... | 30,00                                  | 24,00                                  |

Vir die toepassing van hierdie klousule, moet 12 kalendermaande bereken word vanaf die datum ten opsigte waarvan 'n lid in 'n bepaalde jaar vir die eerste keer siektebesoldiging ontvang tot dieselfde datum in die daaropvolgende jaar.

(2) 'n Lid ten opsigte van wie daar aangeteken word dat hy weens siekte van die werk afwesig is, mag, uitgesonderd in dié omstandighede soos die Komitee bepaal, geen siektebesoldiging ontvang vir enige week waarin hy lonende werk verrig nie, afgesien van die duur van sodanige werk.

(3) Die Komitee het die bevoegdheid om te verklaar dat die Vereniging nie meer aanspreeklik is vir die behandeling van 'n chroniese siekte waaraan 'n lid of sy afhanklike ly nie, en om die betaling van bystand op te skort ten opsigte van werklose lede wat 13 weke lank nie tot die Vereniging bygedra het nie.

#### 14. BEPERKING VAN BYSTAND

Behoudens klousules 12 en 13 van hierdie Ooreenkoms, is die Vereniging nie aanspreeklik vir die dienste wat lede en hul afhanklikes in verband met enigeen van die volgende aangeleenthede nodig het nie:

- (a) Siekte wat ontstaan uit wanordelike gedrag, wangedrag of oormatige gebruik van sterk drank, dwelmmiddels, ens.;
- (b) voortdurende van siekte in gevalle waar 'n lid of sy afhanklike weier om 'n redelike opdrag of aanbeveling van sy geneesheer na te kom;
- (c) besering as gevolg van 'n ongeluk of 'n opsetlike besering wat, na die mening van die Komitee, nie teen die Vereniging in rekening gebring behoort te word nie, of 'n besering as gevolg van 'n ongeluk of 'n opsetlike besering waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en dit wel betaal, of wat deur versekering gedek is, naamlik tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;
- (d) beserings of beroepsiektes opgedoen terwyl 'n lid in diens was, naamlik in die mate waarin 'n werkgewer behandeling verskaf;
- (e) siekte terwyl militêre diens ondergaan word of waarvoor die militêre owerheid aanspreeklikheid aanvaar het;
- (f) operasies volgens eie keuse;
- (g) die verskaffing van patente medisyne en dié antibiotika wat die Komitee bepaal;
- (h) spesiale behandeling wat aanbeveel word deur ander persone as 'n geregistreerde mediese praktisyn;
- (i) kraam- en/of verloskundige gevalle en/of die gevolge daarvan;
- (j) geestesiektes;
- (k) venereiese siekte;
- (l) hartoperasies wat, na die mening van die Komitee, onredelike uitgawes vir die Vereniging sal meebring;
- (m) rekenings wat na verloop van meer as vier maande vanaf die datum waarop sodanige aanspreeklikheid aangegaan is, vir betaling voorgelê word.

#### 15. MEDIESE BEHANDELING

Die Komitee kan te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes op koste van die Vereniging medies ondersoek word deur 'n dokter wat hy mag benoem.

#### 16. 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, bydraes teen die volgende skale aftrek van die loon van elke lid in sy diens:

|                                                                     | R<br>Per week |
|---------------------------------------------------------------------|---------------|
| Werknemers wat 'n loon van meer as R40,00 per week ontvang: .....   | 1,60          |
| Werknemers wat 'n loon van hoogstens R40,00 per week ontvang: ..... | 1,40          |

(2) Vir die toepassing van hierdie klousule word die voorgeskrewe loon van 'n vakleerling geag die loon te wees waarop hy ingevolge die bepaling van sy leerlingskontrak geregtig is.

(3) 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, tesame met die staat waarop die Mediese Komitee van tyd tot tyd besluit, aan die Sekretaris, Posbus 2221, Port Elizabeth, 6000, stuur.

(4) Indien 'n werkgewer versuim om die vereiste bedrae van 'n werknemer se loon af te trek op die datum waarop dit verskuldig is, moet die Mediese Komitee 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 ver-

For the purposes of this clause, 12 calendar months shall be calculated from the date in respect of which a member first draws sick pay in any year to the same date in the next succeeding year.

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

(3) The Committee shall have the power to declare the treatment of chronic ailment from which a member or dependant is suffering to be no longer a liability of the Society and to suspend benefits in respect of unemployed members who have not contributed to the Society for a period of 13 weeks.

#### 14. LIMITATION OF BENEFITS

Without prejudice to the provisions of clauses 12 and 13 of this Agreement, service required by members and their dependants in connection with any of the following shall not be a liability of the Society:

- (a) Any sickness arising out of disorderly behaviour, misconduct, or indulgence in intoxicating liquor, drugs or the like;
- (b) continuation of sickness in cases where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant;
- (c) any accidental or wilful injury which, in the opinion of the Committee, should not be a charge upon the Society or any accidental or wilful injury for which a third party is liable to pay, and does pay, compensation, or which is covered by insurance, to the extent of such compensation or cover, as the case may be;
- (d) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;
- (e) sickness whilst on military service or for which the military authorities have accepted responsibility;
- (f) operations of choice;
- (g) the supply of patent medicines and such antibiotics as may be determined by the Committee;
- (h) special treatments recommended by persons other than a registered medical practitioner;
- (i) maternity and/or obstetrical cases and/or sequela;
- (j) mental ailments;
- (k) venereal disease;
- (l) heart operations which, in the opinion of the Committee, will involve the Society in unreasonable expense;
- (m) accounts submitted for payment more than four months after the date on which such liabilities were incurred.

#### 15. MEDICAL TREATMENT

The Committee may at any time require a member or any of his dependants to undergo a medical examination at the Society's expense by any doctor which it may nominate.

#### 16. 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 the first pay-day after the date upon which this Agreement comes into operation and thereafter on every pay-day, deduct from the wage of each and every member in his employ contributions at the following rates:

|                                                                     | R<br>Per week |
|---------------------------------------------------------------------|---------------|
| Employees in receipt of a wage in excess of R40,00 per week: .....  | 1,60          |
| Employees in receipt of a wage not exceeding R40,00 per week: ..... | 1,40          |

(2) For the purposes of this clause, the prescribed wage of an apprentice shall be deemed to be the wage to which he is entitled in terms of his contract of apprenticeship.

(3) 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 Medical Committee may from time to time determine.

(4) Should an employer fail to make the required deductions from an employee's wages on the due date, the Medical 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 Com-

haal nie as dié wat die Komitee bepaal, maar die werkgewer is nogtans verplig om sy bydraes ooreenkomstig hierdie Ooreenkoms te betaal.

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

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

- (a) enige bedrag wat as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie, van die Vereniging geëis word; en
- (b) toekomstige bystand wat deur die Vereniging aan genoemde lid verskuldig word.

#### 17. BESTUUR

(1) Behoudens die gesag van die Raad, berus die administrasie en beheer van die Vereniging by die Mediese Komitee.

(2) Die Komitee bestaan uit vier verteenwoordigers deur die Raad aangestel (waarvan twee werkgewervertenwoordigers en twee werknemerverteenwoordigers moet wees) en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* onderskeidelik die Voorsitter en die Ondervoorsitter van die Komitee is.

(3) Die Raad moet plaasvervangers vir die hoofvertenwoordigers aanstel.

(4) Vertenwoordigers en plaasvervangers het 'n ampstermyn van 12 maande, waarna hulle herkiesbaar is.

#### 18. BEVOEGHEDHE EN PLIGTE VAN DIE KOMITEE

Die Komitee besluit oor die beleid van die Vereniging en administreer die algemene sake en werksaamhede van die Vereniging ooreenkomstig hierdie Ooreenkoms, en waar hy dit doen, moet die Komitee al die stappe doen wat hy nodig ag of wat na sy mening bevorderlik is vir of wat sal help met die verwesenliking van sodanige doelstelling. In die besonder kan die Komitee—

- (a) van tyd tot tyd dié geld van die Vereniging belê wat nie onmiddellik vir die nakoming van die verpligtings van die Vereniging nodig is nie: Met dien verstande dat dié geld slegs belê mag word in—
  - (i) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bouverenigings of banke;
  - (ii) posspaarsbankrekenings;
  - (iii) effekte van die Regering van die Republiek van Suid-Afrika, van plaaslike besture en/of van die Elektriesiteitsvoorsieningskommissie;
  - (iv) Nasionale Spaarsertifikate; of
  - (v) op 'n ander manier wat deur die Registrateur goedgekeur word;
- (b) bates van die Vereniging te gelde maak, verkoop of op 'n ander manier van die hand sit of daarmee handel;
- (c) behoudens die goedkeuring van die Raad, daarbenewens—
  - (i) enige lid as lid van die Vereniging skrap indien hy skriftelik om sodanige skraping aansoek doen of indien dit in die Vereniging se belang is;
  - (ii) enige lid van dié bepalings van hierdie Ooreenkoms vrystel wat op sodanige lid van toepassing is.

#### 19. VERGADERINGS VAN DIE KOMITEE

(1) Die Komitee moet byeenkom wanneer dit nodig is, maar minstens twee maal per jaar en wel op dié datums wat hy bepaal. 'n Spesiale vergadering moet belê word wanneer minstens drie vertenwoordigers daarom versoek en kan ook na goedgekenke van die Voorsitter belê word.

(2) Die Sekretaris moet minstens twee dae voor die datum van 'n vergadering skriftelik kennis gee van sodanige vergadering van die Komitee en die sake meld wat afgehandel moet word: Met dien verstande dat, in die geval van 'n spesiale vergadering, die Voorsitter magtiging kan verleen om korter kennis te gee.

(3) Die kworum vir vergaderings van die Komitee is twee werkgewervertenwoordigers en twee werknemerverteenwoordigers.

(4) Waar die Voorsitter en die Ondervoorsitter nie op 'n vergadering teenwoordig is nie, moet die Komitee uit sy geledere 'n voorsitter vir daardie vergadering kies.

#### 20. BESOLDIGING VAN MEDIESE KOMITEE

Die Komitee mag, onderworpe aan die goedkeuring van die bedrag deur die Raad, die bedrag bepaal wat aan vertenwoordigers betaal moet word om vergaderings by te woon, en vertenwoordigers is daarop geregtig om vergoed te word vir die werklike lone wat hulle verloor het deurdat hulle die sake van die Vereniging behartig het of deurdat hulle op versoek van die Komitee siek lede of hul afhanklikes besoek het, en is daarbenewens geregtig op terugbetaling van redelike kontant uitgawes.

mittee, but shall nevertheless be liable to make his own contributions in accordance with the provisions of this Agreement.

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

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

- (a) against any sum claimed from the Society as a repayment of such contributions which were not due; and
- (b) against any future benefits that may become due by the Society to the said member.

#### 17. MANAGEMENT

(1) The administration and control of the Society shall, subject to the authority of the Council, be vested in the Medical Committee.

(2) The Committee shall consist of four representatives appointed by the Council (two of whom shall be employer representatives and two employee representatives) and the Chairman and Vice-Chairman of the Council who shall *ipso facto* be the Chairman and Vice-Chairman of the Committee respectively.

(3) The Council shall appoint alternates to the principal representatives.

(4) Representatives and alternates shall hold office for a period of 12 months, whereafter they shall be eligible for re-appointment.

#### 18. POWERS AND DUTIES OF THE COMMITTEE

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

- (a) from time to time invest so much of the moneys of the Society as are not immediately required to meet the obligations of the Society: Provided that such moneys shall not be invested otherwise than in—
  - (i) savings accounts, permanent shares or fixed deposits with registered building societies or banks;
  - (ii) post office savings accounts;
  - (iii) stock of the Government of the Republic of South Africa, Local Government Stock and/or the Electricity Supply Commission;
  - (iv) National Savings Certificates; or
  - (v) in any other manner approved by the Registrar;
- (b) realise, sell or otherwise dispose of or deal with any of the assets of the Society;
- (c) subject to the approval of the Council, in addition—
  - (i) remove any member from membership of the Society—if he applies in writing for such removal; or if it is in the interests of the Society;
  - (ii) exempt any member from such provisions of this Agreement as may be applicable to such member.

#### 19. MEETINGS OF COMMITTEE

(1) The Committee shall meet as and when necessary, but not less than twice a year, upon such dates as it may determine. A special meeting shall be called upon requisition of not less than three representatives and may also be called at the discretion of the Chairman.

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

(3) The quorum for meetings of the Committee shall be two employer representatives and two employee representatives.

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

#### 20. REMUNERATION OF MEDICAL COMMITTEE

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

## 21. ONTRUIMING VAN SETELS DEUR KOMITEELEDE

'n Verteenwoordiger of plaasvanger van die Komitee se setel word ontruim indien hy—

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

Wanneer die setel van 'n verteenwoordiger of sy plaasvanger vakant raak om een van die redes hierbo genoem, moet die Komitee onmiddellik 'n ander verteenwoordiger of plaasvanger, na gelang van die geval, aanstel om die vakature te vul.

## 22. SEKRETARIS

Die Sekretaris van die Vereniging moet deur die Komitee aangestel word in of 'n erhoedanigheid of 'n besoldigde hoedanigheid.

## 23. FINANSIËLE BEHEER

(1) 'n Bankrekening moet op naam van die Vereniging geopen word. Die Komitee het die bevoegdheid om dié ander bankrekenings te open wat hy van tyd tot tyd nodig ag en om daarop te werk en hy moet die persone aanwys wat gemagtig is om op enigiens van die Vereniging se bankrekenings te werk.

(2) Alle geld wat aan die Vereniging betaal word, moet sonder korting in een van die Vereniging se bankrekenings gestort word.

(3) Alle uitgawes in verband met die administrasie van die Vereniging kom ten laste van die Vereniging.

(4) Die boekjaar van die Vereniging sluit op 31 Desember elke jaar.

(5) Die Vereniging moet so gou moontlik na 31 Desember elke jaar 'n staat van alle inkomste en uitgawes van die Vereniging en 'n balansstaat opstel wat sy bates en laste ten opsigte van die 12 maande geëindig 31 Desember aantoon, en sodanige staat en balansstaat moet deur 'n openbare rekenmeester onderteken en deur die Voorsitter van die Vereniging medeonderteken en saam met 'n verslag daaroor deur die openbare rekenmeester, aan die Raad voorgelê word.

(6) Die geauditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne drie maande na verstryking van die tydperk waarvoor dit handel, aan die Direkteur-generaal: Mannekragbenutting, Pretoria, voorgelê word.

## 24. VRYWARING

Die lede van die Komitee en die beamptes en werknemers van die Vereniging is en word hierby deur die Vereniging gevrywaar teen alle verliese gely of uitgawes aangeaan in verband met die *bona fide* uitvoering van hul pligte.

## 25. REGULASIES

(1) Die Komitee het die bevoegdheid om, vir die doeltreffende uitvoering van die Vereniging se doelstellings, die regulasies wat nie met hierdie Ooreenkoms of met 'n ander wet onbestaanbaar moet wees nie, te maak, te wysig en te herroep, en om die omvang te bepaal van die bystand wat die Vereniging moet verleen en die voorwaardes wat daarop van toepassing is.

(2) 'n Kopie van die regulasies asook van alle wysigings van die regulasies kan aan elke lid van die Vereniging uitgereik word en moet aan die Direkteur-generaal: Mannekragbenutting verstrek word.

## 26. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigiens van die bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad na goeë dunde en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, 'n vrystellingssertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en waarin die volgende vermeld word:

- (a) Die naam van die betrokke persoon voluit;
  - (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
  - (c) die voorwaardes wat ingevolge subklousule (2) van hierdie klousule vasgestel is waarop dié vrystelling verleen word;
  - (d) die tydperk waarvoor die vrystelling geldig is; en
  - (e) die rede waarom die vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
  - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word;
  - (c) 'n afskrif van die sertifikaat aan die betrokke werkgewer uitreik.

## 21. VACATION OF SEATS BY COMMITTEE MEMBERS

A representative or an alternate of the Committee shall vacate his seat if he—

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

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

## 22. SECRETARY

The Secretary of the Society shall be appointed by the Committee, either in an honorary or paid capacity.

## 23. FINANCIAL CONTROL

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

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

(3) All expenses incurred in connection with the administration of the Society shall be a charge against the Society.

(4) The financial year of the Society shall end on 31 December of each year.

(5) As soon as possible after 31 December of each year the Society shall prepare a statement of all revenue and expenditure of the Society, and a balance sheet showing the assets and liabilities in respect of the period of 12 months ended 31 December, which shall be certified by a public accountant and counter-signed by the Chairman of the Society and submitted together with any report by the public accountant thereon to the Council.

(6) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be submitted to the Director-General: Manpower Utilisation, Pretoria.

## 24. INDEMNITY

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

## 25. REGULATIONS

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

(2) A copy of the regulations may be issued to every member of the Society, and shall be furnished to the Director-General: Manpower Utilisation as well as copies of any amendments thereto.

## 26. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of the Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and Secretary of the Council setting out—

- (a) the full name of the person concerned;
  - (b) the provisions of the Agreement from which exemption is granted;
  - (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted;
  - (d) the period for which the exemption shall operate; and
  - (e) the reason for the exemption being granted.
- (4) The Secretary of the Council shall—
- (a) number consecutively all licences issued;
  - (b) retain a copy of each licence issued; and
  - (c) forward a copy of the licence to the employer concerned.

## 27. AGENTE

(1) Die Raad moet een of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees.

Die agent het die reg om—

- (a) enige perseel of plek waar die Meubelnywerheid beoefen word, te betree, te inspekteer en te ondersoek te eniger tyd wanneer hy redelike gronde het om te glo dat iemand daarin werksaam is;
  - (b) elke werknemer wat hy op of in die omgewing van die perseel of plek vind, na goeddunke, alleen of in teenwoordigheid van ander persone, mondeling te ondervra met betrekking tot sake aangaande hierdie Ooreenkoms en van hom te vereis om die vrae wat gestel word, te beantwoord;
  - (c) te eis dat alle kennisgewings, boeke, lysste of dokumente wat ingevolge hierdie Ooreenkoms bygehou, vertoon of opgestel moet word, getoon word en om dit te ondersoek en 'n afskrif daarvan te maak.
- (2) Wanneer die agent so 'n plek betree, inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.
- (3) Elke persoon vir wie hierdie Ooreenkoms bindend is, moet die agent al genoemde fasiliteite verleen.

## 28. STERFTEBYSTANDSFONDS

Die Komitee kan ten opsigte van elke lid wat nog nie die ouderdom van 60 jaar bereik het nie, 'n bedrag van hoogstens 16c per week van die totaal van sodanige lid se bydraes en die werkgever se bydraes tot die Fonds gebruik vir die doel om sterftebystand te verskaf.

## 29. ONTBINDING VAN DIE VERENIGING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word en daar nie binne 12 maande vanaf die datum van verstryking van hierdie Ooreenkoms 'n daaropvolgende ooreenkoms aangegaan word met die doel om die Vereniging te laat bly voortbestaan nie, moet die Komitee die Vereniging likwideer, en indien enige bedrag oorbly nadat al die bates van die Vereniging te gelde gemaak is en na betaling van alle krediteure, laste en skulde van die Vereniging, moet die Raad die saldo aan geld, as daar is, in die volgende verhouding toewys:

- (a) 50 dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was;
- (b) 50 dele aan die werkgeversorganisasies wat in die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk wat hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Komitee of die ander persone wat die Registrateur ingevolge daardie subartikel aanwys, voortgaan om die Vereniging te administreer. Vakatures wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit die gelede van werkgevers en werknemers, na gelang van die geval, ten einde te verseker dat die getal werkgever- en werknemerverteenwoordigers in die Komitee ewe groot is.

(3) 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 na die mening van die Registrateur die administrasie van die Vereniging ondoenlik of onwenslik maak, kan die Registrateur iemand aanstel wat onmiddellik twee of meer persone moet koöpteer, van wie een 'n lid van die Vereniging of 'n besoldigde beampte van een van die vakverenigings is en die ander een 'n lid van die werkgeversorganisasie of 'n besoldigde beampte daarvan, en hierdie persone is tesame die trustees wat oor al die bevoegdhede, regte en pligte van die Komitee beskik. Ingeval daar geen Raad bestaan nie, moet die Vereniging by die verstryking van die Ooreenkoms deur die Komitee of trustees, na gelang van die geval, gelikwideer word en moet die saldo aan geld, as daar is, in die volgende verhouding toegewys word:

- (a) 50 dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was;
  - (b) 50 dele aan die werkgeversorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.
- (4) Indien die Komitee redelike grond het om die Vereniging te ont-

## 27. AGENTS

(1) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

The agent shall have the right to—

- (a) enter, inspect and examine any premises or place in which the Furniture Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
  - (b) orally examine, either alone or in the presence of any other person, as he thinks fit, with respect to matters relating to this Agreement, every employee whom he finds in or about the premises or place and require such employees to answer the questions put;
  - (c) require the production of any notice, book, list or document which is by this Agreement required to be kept, exhibited or made, and to inspect and copy the same.
- (2) The agent, when entering, inspecting or examining any such place, may take with him an interpreter.
- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to.

## 28. MORTALITY FUND

The Committee may, in respect of every member who has not attained the age of 60 years, utilise an amount not exceeding 16c per week of the total of such member's contributions and the employer's contributions to the Fund for the purpose of providing mortality benefits.

## 29. DISSOLUTION OF THE SOCIETY

(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 within 12 months of the date of expiry of this Agreement, for the purpose of continuing the operation of the Society, the Committee shall liquidate the Society, and should any amount be left over after realisation of all the assets of the Society and after payment of all creditors, liabilities and debts of the Society, the Council shall apportion surplus moneys, if any, on a ratio of—

- (a) 50 parts to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement;
- (b) 50 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which the Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Committee or such other persons as the Registrar may designate in terms of that subsection. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee.

(3) In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two or more persons, one being a member of the Society or a paid official of one of the trade unions and the other being a member of the employers' organisation or a paid official thereof, and these persons together shall be the trustees in whom all the powers, rights and duties of the Committee shall vest. In the event of there being no Council in existence, the Society shall, upon the expiry of the Agreement, be liquidated by the Committee or trustees, as the case may be, and surplus moneys, if any, shall be apportioned on a ratio of—

- (a) 50 parts to the trade unions represented on the Council to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement;
  - (b) 50 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement.
- (4) Should the Committee have any reasonable cause for the dissolu-

bind voordat hierdie Ooreenkoms verstryk en nadat die Raad die beslissing van die Komitee om die Vereniging te ontbind, goedgekeur het en daar 'n bedrag oorbly nadat al die bates van die Vereniging te gelde gemaak en alle krediteure, laste en skulde van die Vereniging betaal is, moet die Raad die saldo aan geld, as daar is, in die volgende verhouding toewys:

- (a) 50 dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was;
  - (b) 50 dele aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.
- (5) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is en as die Komitee of dié ander persone wat die Registrateur kragtens artikel 34 (2) van die Wet aanwys, redelike grond het om die Vereniging te ontbind voordat hierdie Ooreenkoms verstryk, en indien daar 'n bedrag oorbly nadat alle krediteure, laste en skulde van die Vereniging betaal is, moet die Komitee of die ander persone hierin bedoel, na gelang van die geval, die saldo aan geld, as daar is, in die volgende verhouding toewys:
- (a) 50 dele aan die vakverenigings wat in die Raad verteenwoordig is, en dié bedrag moet tussen sodanige vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van die likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was;
  - (b) 50 dele aan die werkgewersorganisasies wat in die Raad verteenwoordig is, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die datum van likwidasië: Met dien verstande dat die uitdrukking „lede” beperk is tot dié lede wat deur die Ooreenkoms gedek was.
- (6) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, val alle bystand waarop lede kragtens hierdie klousule geregtig geword het en wat nie opgeëis word nie, binne ses maande vanaf die datum waarop dit verskuldig en betaalbaar geword het, aan die algemene fondse van die Raad toe. Ingeval daar geen Raad bestaan nie, word met die onopgeëiste geld gehandel soos in artikel 34 (4) (c) van die Wet bepaal.

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

tion of the Society before the expiry of this Agreement and upon approval by the Council of the Committee's decision to dissolve the Society, and should any amount be left over after realisation of all the assets of the Society and after payment of all creditors, liabilities and debts of the Society, the Council shall apportion surplus moneys, if any, on a ratio of—

- (a) 50 parts to the trade unions represented on the Council to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement;
  - (b) 50 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement
- (5) 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 and should the Committee or such other persons as the Registrar may designate in terms of section 34 (2) of the Act have any reasonable cause for the dissolution of the Society before the expiry of the Agreement, and should any amount be left over after payment of all creditors, liabilities and debts of the Society, the Committee or other persons referred to herein, as the case may be, shall apportion surplus moneys, if any, on a ratio of—
- (a) 50 parts to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the members being in good standing in each trade union as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement;
  - (b) 50 parts to the employers' organisations represented on the Council in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation: Provided that the expression “members” is limited to those members who were covered by the Agreement.
- (6) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled in terms of this clause but not being claimed within six 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, the unclaimed moneys shall be dealt with as provided in section 34 (4) (c) of the Act.

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

R.1829]

[5 September 1980

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941****MEUBELNYWERHEID, OOSTELIKE  
KAAPPROVINSIE****VRYSTELLING VAN SIEKTEVERLOFBEPALINGS**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, 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 sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R.1828 van 5 September 1980, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

**S. P. BOTHA**  
Minister van Mannekragbenutting

R.1829]

[5 September 1980

**FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941****FURNITURE MANUFACTURING INDUSTRY,  
EASTERN CAPE PROVINCE****EXEMPTION FROM SICK LEAVE PROVISIONS**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, 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 such period or periods as the Agreement published under Government Notice R.1828 of 5 September 1980, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

**S. P. BOTHA**  
Minister of Manpower Utilisation

## INHOUD

## Departement van Mannekragbenutting

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