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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 841

30 April 1982

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID ORANJE-VRYSTAAT.— SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1987 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE ORANJE-VRYSTAAT SIEKTEBYSTANDSFONDSOOREENKOMS

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

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

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

National Union of Furniture and Allied Workers of South Africa (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK

Die bepalings van hierdie Ooreenkoms moet nagekom word in die Provinsie Oranje-Vrystaat deur alle werkgewers betrokke by die Meubelnywerheid wat lede van die werkgewersorganisasie en alle werknemers wat lede van die vakvereniging is en in die Meubelnywerheid in diens is.

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 841

30 April 1982

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE.—SICK BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1987, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE SICK BENEFIT FUND AGREEMENT

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

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

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

National Union of Furniture and Allied Workers of South Africa (hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

1. SCOPE OF APPLICATION

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van vyf (5) jaar, of 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet, tensy die teenoorgestelde bedoeling blyk, omvat alle woorde en uitdrukkings wat die manlike geslag aandui ook die vroulike geslag en die wat die enkelvoud aandui ook die meervoud, en omgekeerd; voorts tensy strydig met die samehang, beteken—

“afhanklike” ’n persoon wat tot die Fonds toegelaat word as afhanklike kragtens klousule 8 van die Ooreenkoms;

“Sekretaris” die Sekretaris van die Fonds;

“Fonds” en/of “Siektebystandsfonds” die Siektebystandsfonds vir die O.V.S. Meubelwerkers ingestel kragtens klousule 4 van die Ooreenkoms;

“Hofooreenkoms” die Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf en ingevolge artikel 48 van die Wet gepubliseer is;

“Komitee” die Mediese Komitee aangestel deur die Raad kragtens klousule 15 van die Ooreenkoms om die Fonds te administreer.

“leerling” ’n werknemer, uitgesonderd ’n vakleerling, wat as leerling enige klas werk leer wat uitdruklik in sy leerlingstifikaat gespesifiseer word;

“lid” ’n persoon vir wie lidmaatskap van die Fonds verpligtend is of wat behoorlik toegelaat is as lid van die Fonds ooreenkomstig die bepalinge van hierdie Ooreenkoms;

“loswerknemer” ’n werknemer wat vir hoogstens drie dae in ’n week by dieselfde werkgever in diens is;

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

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

“ouditeur” ’n openbare rekenmeester soos in die Wet omskryf;

“Raad” die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat;

“regulasies” die regulasies wat van tyd tot tyd deur die Mediese Komitee opgestel word ooreenkomstig die bepalinge van hierdie Ooreenkoms;

“siekte” ook siektes en ongeskiktheid weens besering;

“vakleerling” ’n werknemer in diens onder ’n skriftelike kontrak van vakleerlingskap wat ooreenkomstig die bepalinge van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, of geag word geregistreer te wees;

“trustees” die trustees aangestel ingevolge klousule 22 van die Ooreenkoms;

“Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig.

4. VOORTSETTING EN DOELSTELLING VAN FONDS

(1) Die Fonds wat bekend staan as die “Siektebystandsfonds vir die O.V.S. Meubelwerkers” word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) bydraes in die Fonds gestort in ooreenstemming met die bepalinge van hierdie Ooreenkoms;

(b) rente verkry uit die beleggings van gelde van die Fonds;

(c) alle ander gelde waarop die Fonds geregtig word.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as the Minister of Manpower may specify in terms of section 48 of the Act and shall remain in force for a period of five (5) years or for such period as he may determine.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Act shall have the same meaning as in the Act and, unless the contrary appears, all words and expressions denoting the masculine gender also include the feminine gender and those denoting the singular also the plural, and vice versa; further, unless inconsistent with the context—

“dependant” means a person admitted to the Fund as a dependant in terms of clause 8 of the Agreement;

“Secretary” means the Secretary of the Fund;

“Fund” and/or “Sick Benefit Fund” means the Sick Benefit Fund for the O.F.S. Furniture Workers established in terms of clause 4 of the Agreement;

“Main Agreement” means the Agreement in which wages for employees in the Industry are prescribed and published in terms of section 48 of the Act;

“Committee” means the Medical Committee appointed by the Council in terms of clause 15 of the Agreement to administer the Fund;

“learner” means an employee other than an apprentice, who, as a learner, learns any class of work expressly specified in his learner’s certificate;

“member” means a person for whom membership of the Fund is obligatory or who has been duly admitted to membership of the Fund in terms of the provision of this Agreement;

“casual employee” means an employee who is employed by the same employer for not more than three days in any one week;

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

Repairing, upholstering, re-upholstering, staining, spraying and polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of box spring mattresses and/or frames for upholstering, wood-machining, veneering, 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 sets and shall include the manufacture of bedding, which shall be defined and interpreted as including all manner of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where 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, either in whole or in part, is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, excluding the manufacture of metal bedsteads;

“auditor” means a public accountant as defined in the Act;

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

“regulations” mean the regulations made by the Medical Committee from time to time in accordance with the provisions of this Agreement;

“sickness” includes diseases and incapacity due to injury;

“apprentice” means an employee employed under a written contract of apprenticeship which is registered or deemed to be registered under the provisions of the Apprenticeship Act, 1944, as amended;

“trustees” means the trustees appointed in terms of clause 22 of the Agreement;

“Act” means the Industrial Conciliation Act, 1956, as amended.

4. CONTINUATION AND OBJECT OF FUND

(1) The Fund known as the “Sick Benefit Fund for the O.F.S. Furniture Workers”, is hereby continued.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

(b) interest obtained from the investment of the Fund’s moneys; and

(c) all other moneys to which the Fund becomes entitled.

(3) Die doelstelling van die Fonds is om ooreenkomstig die bepalinge van die Ooreenkoms en regulasies, lede en hul afhanklikes te voorsien van mediese, tandheelkundige en optalmiese ondersoek en behandeling, medisyne, verband, geriewe, hospitaal of verpleeginrigtingsbehandelinge wanneer vry beddens in 'n hospitaal ooreenkomstig die betrokke Provinsiale Ordonnansie onverkrygbaar is, en in laasgenoemde geval, wanneer dit 'n dringende geval is; om lede te voorsien van siektebetaling en sodanige ander bystand en hulp as wat van tyd tot tyd deur die Komitee vasgestel kan word en om stappe te doen vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid onder lede en hulle afhanklikes.

(4) In verband met die verwesenliking van voornoemde doelstellings kan die Fonds—

(a) kontrakte aangaan met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wenslik ag asook hulle in diens hou of in diens neem;

(b) enige hospitaal, verpleeginrigting, hersteloord of dergelike of enige spreekkamer of apteek instel en/of waarneem;

(c) onderhandelings aangaan met enige hospitaal, verpleeginrigting, hersteloord of dergelike vir die versorging van lede en hul afhanklikes;

(d) onderhandelinge aangegaan met enige oogkundige, farmaseut of enige ander persoon vir die verskaffing van dienste, oogkundige behoeftes, medisyne, verband en verdowingsmiddels;

(e) behoudens die bepalinge van klousule 19 (4) (e) van hierdie Ooreenkoms, roerende en onroerende eiendom bekom en oprig en geboue in stand hou;

(f) samesmelt of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wat geheel en al of gedeeltelik soortgelyke doelstellings het as dié van die Fonds.

(5) Die Fonds kan verder alle sodanige ander dinge doen wat voortvloei uit of bevorderlik is vir die verwesenliking van enige doelstellings of voortvloei uit enige van die bevoegdhede of funksies in die Ooreenkoms vermeld.

5. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir—

(a) alle werknemers in die Nywerheid uitgesonderd los werknemers, klerke wat verkies om nie lede te word nie, en sodanige werknemers wat lede van 'n soortgelyke fonds is of op voorrede daaruit geregtig is;

(b) behoudens die goedkeuring van die Komitee, sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hulle werkgewers toegestem het om bydraes te maak wat in klousule 10 voorgeskryf is.

(2) Ondanks enige ledegeld wat betaal mag gewees het, word lidmaatskap van die Fonds beëindig sodra 'n lid die Nywerheid verlaat.

6. LEDE SE KLAGTES

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

(2) Klagte teen die mediese personeel van die Fonds moet by die Komitee ingedien word, wat op sy beurt genoemde klagte verwys na 'n komitee van ondersoek bestaande uit persone wat in die Mediese Komitee uit sy geledere aangestel is, asook die Hoof Mediese Beampte.

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

7. PENSIOENTREKKERS EN WEDUWES

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

8. TOELATING VAN AFHANKLIKES

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

(a) 'n Lid se vrou, 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome kinders) behoudens sodanige bewys wat die Komitee mag vereis ten opsigte van die feit of hulle heeltemal afhanklik is van sodanige lid;

(b) enige ander persoon wat na die goeddunke van die Komitee heeltemal van 'n lid afhanklik is:

Met dien verstande dat 'n persoon in paragrawe (a) en (b) hiervan bedoel—

(i) nie toegelaat word as 'n afhanklike van enige lid nie tensy sodanige persoon in 'n mediese ondersoek geslaag het tot bevrediging van die Komitee;

(ii) nie geregtig is op toelating as afhanklike van 'n vakleerling of leerling gedurende die eerste twee tydperke van laasgenoemde se vakleerlingskap of leerlingskap nie;

(3) The object of the Fund shall be to provide members and their dependants, in accordance with the provisions of the Agreement and regulations, with medical, dental 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 last-mentioned case, it is an urgent case; 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.

(4) In connection with the attainment of the aforementioned objects the Fund may—

(a) contract with, retain or employ such doctors, nurses, dispensers and other persons as it may consider desirable;

(b) establish and/or conduct any hospital, nursing home, convalescent home or the like or any surgery or dispensary;

(c) contract with any hospital nursing home, convalescent home, or the like for the care of members and their dependants;

(d) contract with any optician, pharmacist or any other person for the supply of services, optical requirements, medicines, dressings and drugs;

(e) acquire and erect movable and immovable property and maintain buildings, subject to the provisions of clause 19 (4) (e) of this Agreement;

(f) 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 Fund.

(5) The Fund may further do all such other things as are incidental or conducive to the attainment of any objects, or incidental to any of the powers or functions mentioned in the Agreement.

5. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for—

(a) all employees in the Industry, excluding casual employees, clerical employees who elect not to be members, and such employees as are members of a similar fund or who are entitled of benefits therefrom; and

(b) subject to the approval of the Committee, such other persons employed in the Industry as elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 10.

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

6. 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 of the Fund shall be lodged with the Committee, which in turn shall refer the said complaints to a committee of inquiry consisting of persons appointed by the Medical Committee from its ranks and the Chief Medical Officer.

The committee of inquiry shall report on its findings to the Medical Committee.

7. 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 Fund on such terms and conditions as to contributions to the Fund and otherwise as the Committee may from time to time prescribe.

8. 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 dependent 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 paragraphs (a) and (b) hereof—

(i) shall not be admitted as a dependant of any member unless such person has passed a medical examination to the satisfaction of the Committee;

(ii) shall not be entitled to admission as a dependant of an apprentice or a learner during the first two periods of the latter's apprenticeship or learnership;

(iii) wat ouderdoms- of enige ander pensioen ontvang van hoogstens R25 per maand en kinders onder die ouderdom van 18 jaar wat 'n inkomste van R25 per maand of minder ontvang, na goeddunke van die Komitee as heeltemal afhanklik beskou kan word;

(iv) in gewone omstandighede by die betrokke lid moet inwoon, met dien verstande voorts dat die Komitee spesiale gevalle op sodanige voorwaardes as wat hy van tyd tot tyd mag neerlê, as persone wat nie so inwoon nie, as afhanklikes kan toelaat, mits hulle in die Republiek van Suid-Afrika woon.

9. LIDMAATSKAPKAARTE

(1) Aan elke lid word 'n kaart uitgereik as bewys van lidmaatskap.

(2) Op versoek moet hierdie kaart getoon word aan enige persoon wat dienste lewer aan 'n lid of afhanklike ooreenkomstig die bepalings van die Ooreenkoms en waarvoor die Fonds geheel of gedeeltelik aanspreeklik is.

(3) Lidmaatskapkaart moet binne 30 dae aan die Sekretaris van die Komitee gestuur word vir die nodige byvoegings en skrapings in die geval van—

- (a) die huwelik van 'n lid;
- (b) die geboorte van 'n kind aan 'n lid se vrou of die wettige aanneming van 'n kind deur 'n lid;
- (c) die afsterwe, die bereiking van die ouderdom van 18 jaar of die huwelik van 'n afhanklike;
- (d) 'n afhanklike wat in ontvangs kom van 'n loon of pensioen van hoër as R25 (vyf-en-twintig rand) per maand;
- (e) 'n verandering in die bedrag van ledegelde;
- (f) 'n adresverandering;
- (g) 'n verandering van lidmaatskapnommer.

(4) In die geval van paragrawe (a) of (b) van subklousule (3) moet die huweliks- of geboortsertifikaat en/of bewys van wettige aanneming getoon word.

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

(6) 'n Nuwe uitreiking van lidmaatskapkaart kan van tyd tot tyd na goeddunke van die Komitee geskied.

(7) Lidmaatskapkaart bly die eiendom van die Fonds te alle tye en moet aan die Fonds by die beëindiging van lidmaatskap terug gegee word.

10. LEDEGELDE

(1) (a) Die volgende ledegelde deur die lede moet deur die werkgewer van die besoldiging van die lid afgetrek word:

Lede wie se verdienste—

- (i) R1,19 per uur of meer is: R2 per week;
- (ii) minder as R1,19 per uur is: R1,40 per week.

(b) Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 20ste dag van elke maand wat volg op die maand waarop die bydraes betrekking het aan die Sekretaris stuur met 'n uittreksel uit sy loonregister, soos voorgeskryf in Aanhangsel A van die Hoofdooreenkoms, waarin die name van lede en die tydperk deur elkeen gewerk, ten opsigte van die bedrag wat aangestuur word, vermeld word.

(2) Die ledegelde van lede toegelaat ingevolge die bepalings van klousule 5 (1) (b) moet gebaseer word op dieselfde skaal as die genoem in subklousule (1) hiervan, en moet deur die werkgewer of lid betaal word.

11. BYSTAND

(1) (a) 'n Lid en sy afhanklikes is, behoudens die bepalings in hierdie ooreenkoms, geregtig op die volgende bystand:

- (i) Tagtig persent van die koste vir operasies;
- (ii) tagtig persent van die koste vir verbande en sodanige medisyne en/of verdowingsmiddels waarvoor die Komitee kan besluit;
- (iii) honderd persent van die koste vir mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortvloei);
- (iv) tagtig persent van die koste vir spesialisdienste (uitgesonderd kraamdienste);
- (v) tagtig persent van die koste vir oogkundige dienste, met dien verstande dat daar net vir die eerste raam wat nie R30 mag oorskry nie, betaal word en met verdere dienste dat net vir die toets en lense geëis kan word;
- (vi) tagtig persent van die koste van die trek van een of meer tande, die voorsiening van 'n eerste stel kunsgebit, met dien verstande dat vir inlegsels in 'n kunsgebit nie geëis kan word nie;
- (vii) tagtig persent van die koste vir hospitalisasie: Met dien verstande dat vir die lid alleenlik 100 persent vir hospitalisasie betaal mag word.
- (viii) siektebetaling in die geval van slegs 'n lid ooreenkomstig klousule 12 van die Ooreenkoms;

(iii) who is in receipt of old age or any other pension of not more than R25 per month, and children under the age of 18 years who are in receipt of an income of R25 per month or less may, at the discretion of the Committee be considered as wholly dependent;

(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 of South Africa.

9. MEMBERSHIP CARDS

(1) A card shall be issued to every member as evidence of membership.

(2) This card shall be produced, upon request, to any person rendering services to a member or dependant in terms of the provisions of the Agreement and for which the Fund may be liable in whole or in part.

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

- (a) the marriage of a member;
- (b) the birth of a child to a member's wife or the legal adoption of a child by a member;
- (c) the death, the attainment of 18 years of age, or the marriage of a dependant;
- (d) a dependant becoming the recipient of a wage or pension exceeding R25 (twenty-five rand) per month;
- (e) a change of rate of subscription;
- (f) a change of address;
- (g) a change of membership number.

(4) In the case of paragraphs (a) or (b) of subclause (3), the marriage or birth certificate and/or evidence of legal adoption must be produced.

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

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

(7) Membership cards remain the property of the Fund at all times and must be surrendered to the Fund on termination of membership.

10. SUBSCRIPTIONS

(1) (a) The following subscriptions by the members shall be deducted by the employer from the member's remuneration:

Members whose remuneration is—

- (i) R1,19 or more per hour: R2 per week;
- (ii) less than R1,19 per hour: R1,40 per week.

(b) The employer shall add an equal amount to the amount so deducted and shall transmit the total amount monthly and not later than the 20th day of each month following on the month to which the contributions refer to the Secretary, together with an extract from his Wage Register, as prescribed in Appendix A of the Main Agreement, stating the names of the members and the periods worked by each, in respect of the amount transmitted.

(2) The subscriptions of members admitted in terms of clause 5 (1) (b) shall be based on the same scale as those mentioned in subclause (1) hereof and shall be paid by the employer or the member.

11. BENEFITS

(1) (a) A member and his dependants shall, subject to the provisions in this Agreement, be entitled to the following benefits:

- (i) Eighty per cent of the cost of operations;
- (ii) eighty per cent of the cost of dressings and such medicines and/or drugs as may be decided upon by the Committee;
- (iii) hundred per cent of the cost of medical attendance (excluding confinements or complications arising therefrom);
- (iv) eighty per cent of the cost of specialist services (excluding maternity services);
- (v) eighty per cent of the cost of optical services: Provided that the first frame only shall be paid for, subject to a maximum of R30, and with further services that claims for the testing and lenses only may be submitted;
- (vi) eighty per cent of the cost of the extraction of one or more teeth and the provision of a first set of artificial teeth; provided that insets in a set of artificial teeth shall not be claimed for;
- (vii) eighty per cent of the cost of hospitalisation: Provided that 100 per cent may be paid for hospitalisation for the member only.
- (viii) sick pay in the case of a member only, in terms of clause 12 of the Agreement;

onderhewig aan die voorbehoudsbepalings dat lede en hulle afhanklikes nie geregtig word op enigen van die voordele bepaal totdat sodanige lede minstens 13 weke bydraes aan die Fonds betaal het en/of hoogstens agt weke agterstallig is met hulle lede-gelde.

(b) Die Komitee het die reg om behandeling van 'n chroniese siekte waaraan 'n lid of afhanklike ly, as nie sy verantwoordelikheid te verklaar.

12. SIEKTEVERLOFBETALING

(1) 'n Lid ten opsigte van wie aftrekking van lone in hierdie Ooreenkoms voorgeskryf word, wat weens siekte verplig is om van die werk weg te bly, is behoudens klousules 11 en 13 van die Ooreenkoms, geregtig op siektebetaling gedurende enige 12 kalendermaande soos uiteengesit in onderstaande tabel, gedurende die eerste 15 gewone werkdade van sodanige afwesigheid:

BEDRAG VAN SIEKTEBETALING WAT BETAAL MOET WORD

Getal gewone werkdade afwesig weens siekte	Getal dae waarvoor siektebetaling betaal word	Gebaseer op bydrae van R4 per week per klousule 10	Gebaseer op bydrae van R2,80 per week per klousule 10
1	—	R	R
2	1	7,00	4,00
3	2	14,00	8,00
4	3	21,00	12,00
5	4	28,00	16,00
6	6	42,00	24,00
7	7	49,00	28,00
8	8	56,00	32,00
9	9	63,00	36,00
10	10	70,00	40,00
11	11	77,00	44,00
12	12	84,00	48,00
13	13	91,00	52,00
14	14	98,00	56,00
15	15	105,00	60,00."

(a) As 'n lid se afwesigheid weens siekte vir wie bedrae van R4 per week in klousule 10 betaal word, vir 'n langer tydperk as 15 werkdade duur, moet siektebetaling betaal word teen R7 per dag vir elke werkdag wat hy afwesig is weens siekte wat hoogstens 'n verdere 25 werkdade duur.

(b) As 'n lid se afwesigheid weens siekte vir wie bedrae van R2,80 per week in klousule 10 betaal word, vir 'n langer tydperk as 15 werkdade duur, moet siektebetaling betaal word teen R4 per dag vir elke werkdag wat hy afwesig is weens siekte wat hoogstens 'n verdere 25 werkdade duur.

(2) Vir die berekening van siektebetaling moet Saterdag en Sondag nie as 'n werkdag geag word nie.

(3) Vir die toepassing van hierdie Ooreenkoms word 12 kalendermaande bereken vanaf die datum ten opsigte waarvan 'n lid in enige jaar vir die eerste keer siekteverlofbesoldiging ontvang tot dieselfde datum in die daaropvolgende jaar.

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

13. BEPERKING VAN BYSTAND

(1) (a) Sonder benadeling van die bepalings van klousules 11 en 12 van hierdie Ooreenkoms, is dienste wat vereis word deur lede en hulle afhanklikes in verband met enigen van die volgende nie 'n aanspreeklikheid van die Fonds nie:

(i) Enige siekte wat voortspruit uit die wanordelike gedrag, wangedrag of misbruik van sterk drank, verdowingsmiddels of dergelike;

(ii) voortduur van siekte in gevalle waar 'n lid of afhanklike weier om enige redelike opdrag of aanbeveling van sy mediese dokter na te kom;

(iii) enige ongeluk of opsetlike besering wat na die mening van die Komitee nie ten koste van die Fonds gelê moet word nie, of enige onvermydelike of opsetlike besering waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en wel betaal of wat deur versekering gedek is, tot die omvang van sodanige vergoeding of dekking, na gelang van die geval;

(iv) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, tot die omvang waartoe 'n werkgewer vir behandeling voorsiening maak;

(v) siekte terwyl op militêre diens of waarvoor die militêre owerhede verantwoordelikheid aanvaar het;

subject to the provisos that members and their dependants shall not become entitled to any of the benefits provided for until such members have contributed not less than 13 weeks contributions to the Fund and/or unless such members are not more than eight weeks in arrears with their subscriptions.

(b) The Committee has the right to declare the treatment of a chronic illness from which a member or dependant is suffering as not being its responsibility.

12. SICK LEAVE PAY

(1) A member in respect of whom deductions from wages are prescribed in this Agreement and who through sickness is compelled to absent himself from work shall, subject to clauses 11 and 13 of the Agreement, be entitled to sick pay during any 12 calendar months as set out in the following table, during the first 15 ordinary working days of such absence:

AMOUNT OF SICK PAY TO BE PAID

Number of ordinary working days absent through sickness	Number of days for which sick pay shall be paid	Based on contributions of R4 per week per clause 10	Based on contributions of R2,80 per week per clause 10
1	—	R	R
2	1	7,00	4,00
3	2	14,00	8,00
4	3	21,00	12,00
5	4	28,00	16,00
6	6	42,00	24,00
7	7	49,00	28,00
8	8	56,00	32,00
9	9	63,00	36,00
10	10	70,00	40,00
11	11	77,00	44,00
12	12	84,00	48,00
13	13	91,00	52,00
14	14	98,00	56,00
15	15	105,00	60,00."

(a) In the event of absence through sickness of a member on whose behalf amounts of R4 per week are paid under clause 10, which sickness lasts for more than 15 working days, sick pay shall be paid at R7 per day for every working day he is absent through sickness, but not exceeding a further 25 working days.

(b) In the event of absence through sickness of a member on whose behalf amounts of R2,80 per week are paid under clause 10, which sickness lasts for more than 15 working days, sick pay shall be paid at R4 per day for every working day he is absent through sickness, but not exceeding a further 25 working days.

(2) For the calculation of sick pay Saturday and Sunday shall not be deemed working days.

(3) For the purpose of this Agreement, 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.

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

13. LIMITATION OF BENEFITS

(1) (a) Without prejudice to the provisions of clauses 11 and 12 of this Agreement, services required by members and their dependants in connection with any of the following shall not be a liability of the Fund:

(i) Any sickness arising out of disorderly behaviour, misconduct, or indulgence in intoxicating liquor, drugs or the like;

(ii) continuation of sickness in cases where a member or dependent refuses to observe any reasonable instruction or recommendation of his medical doctor;

(iii) any accidental or wilful injury which, in the opinion of the Committee, should not be a charge upon the Fund or any unavoidable or wilful injury for which a third party is liable to pay, and does pay, compensation, or which is covered by insurance, to the extent of such compensation or cover, as the case may be;

(iv) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;

(v) sickness whilst on military service or for which the military authorities have accepted responsibility;

- (vi) operasies uit eie keuse;
- (vii) die verskaffing van patente medisyne en sulke antibiotika as wat die Komitee kan vasstel;
- (viii) spesiale behandelings wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word;
- (ix) geestesiektes;
- (x) veneriese siekte;
- (xi) hartoperasies wat volgens die mening van die Komitee die Fonds onredelik baie sal kos.

(b) Rekenings en doktersertifikate ter staving van eise ooreenkomstig klousules 11 en 12 van die Ooreenkoms ouer as drie maande sal nie aanvaar word nie.

(c) Nieteenstaande die bepalings van klousules 11 en 12 van hierdie Ooreenkoms, is 'n lid nie geregtig op bystand wat R700 per kalenderjaar oorskry nie.

14. MEDIESE BEHANDELING

Die Komitee kan te eniger tyd vereis dat 'n lid of enigeen van sy afhanklikes 'n mediese ondersoek ondergaan op koste van die Fonds deur enige dokter wat hy kan benoem.

15. BESTUUR

(1) (a) Die administrasie en beheer van die Fonds is, behoudens die magtiging van die Raad, in 'n Mediese Komitee gevestig wat moet bestaan uit vier verteenwoordigers van die Raad (waarvan twee werknemersverteenwoordigers en twee werkgewer-verteenwoordigers is), en die Voorsitter en Ondervoorsitter van die Raad is *ipso facto* onderskeidelik die Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad kies uit sy verteenwoordigers plaasvervangers vir die verteenwoordigers wat hy aangestel het.

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

16. BEVOEGDHEDE EN PLIGTE VAN KOMITEE

(1) Die Komitee bepaal die beleid van die Fonds en administreer die algemene sake en werksaamhede van die Fonds ooreenkomstig die bepalings van die Ooreenkoms, en in die uitvoer daarvan doen die Komitee alle sodanige stappe as wat hy noodsaaklik mag ag, of wat hy mag beskou as bevorderlik of wat hom sal help in die bereiking van sodanige doelstelling.

Die Komitee kan in die besonder behoudens die goedkeuring van die Raad—

(a) 'n lid van lidmaatskap onthef—

(i) indien hy skriftelik om dié ontheffing aansoek doen; of

(ii) indien dit in belang van die Fonds is; en

(b) 'n lid vryskeld van die bepalings van die Ooreenkoms wat op 'n lid van toepassing is.

17. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om by die uitvoering van die bepalings van hierdie Ooreenkoms behulpzaam te wees en dit is die plig van elke werkgewer en elke werknemer om sulke persone toe te laat om so 'n bedryfsinrigting binne te gaan, sodanige ondersoeke in te stel en te voltooi en om sulke dokumente, boeke, loonstate, tydregisters en betaalkaarte te ondersoek en om sodanige persone te ondervra, asook om al sulke dade te verrig as wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

18. SEKRETARIS

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

19. FINANSIËLE BEHEER

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

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

(3) Alle koste wat aangegaan word in verband met die administrasie van die Fonds word die Fonds ten laste gelê.

(4) Enige geld wat nie benodig word om lopende betalings en uitgawes te dek nie, moet soos volg belê word:

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

(b) Nasionale Spaarsertifikate;

(c) Poskantoorpaarrekenings of sertifikate;

(d) Spaarrekening, permanente aandele of vaste deposito's in bougenootskappe of banke;

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

- (vi) operations of choice;
- (vii) the supply of patent medicines and such antibiotics as may be determined by the Committee;
- (viii) special treatments recommended by persons other than a registered medical practitioner;
- (ix) mental ailments;
- (x) venereal disease;
- (xi) heart operations which, in the opinion of the Committee, will involve the Fund in unreasonable expense.

(b) Accounts and medical certificates as proof of claims in accordance with clauses 11 and 12 of the Agreement issued more than three months previously shall not be accepted.

(c) Notwithstanding the provision of clauses 11 and 12 of this Agreement, a member shall not be entitled to benefits exceeding R7 per calendar year.

14. MEDICAL TREATMENT

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

15. MANAGEMENT

(1) (a) The administration and control of the Fund shall, subject to the authority of the Council, be vested in a medical Committee which shall consist of four representatives of the Council (two of whom shall be employer representatives and two employee representatives) and the Chairman and Vice-Chairman of the Council shall *ipso facto* be the Chairman and Vice-Chairman of the Committee, respectively.

(b) From its representatives the Council shall elect alternates for the representatives appointed by it.

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

16. POWERS AND DUTIES OF THE COMMITTEE

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

(a) relieve any member of membership—

(i) if he applies in writing for such removal; or

(ii) if it is in the interest of the Fund; and

(b) exempt any member from such provisions of the Agreement as may apply to a member.

17. AGENTS

The Council shall appoint one or more specified persons as agents to assist in the implementation of the provisions of this Agreement and it shall be the duty of every employer and every employee to allow such persons to enter such establishment, to institute and complete such investigations and to examine such documents, books wage statements, time registers and pay cards and to interrogate such persons and perform such actions as may be necessary to determine whether the provisions of this Agreement are being complied with.

18. SECRETARY

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

19. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council's bankers in the name of the Fund. 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 Fund's banking accounts.

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

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

(4) Any moneys not required for covering current payments and expenses shall be invested as follows:

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

(b) National Savings Certificates;

(c) Post Office savings account or certificates;

(d) Savings accounts, permanent shares or fixed deposits with building societies or banks;

(e) In any other way approved by the Industrial Registrar.

(5) Die boekjaar van die Fonds eindig op 31 Desember van elke jaar.

(6) Die Raad stel die ouditeurs van die Fonds aan.

(7) So spoedig doenlik na 31 Desember van elke jaar moet die Fonds 'n staat opstel van alle inkomste en uitgawes van die Fonds en 'n balansstaat wat die bates en laste aantoon ten opsigte van die tydperk van 12 maande geëindig 31 Desember, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee mede-onderteken moet word, en tesame met enige verslag deur die ouditeur daarop aan die Raad gestuur word.

(8) Die geouditeerde staat en balansstaat moet daarna te insae lê by die kantoor van die Raad en afskrifte daarvan moet binne drie maande van die sluiting van die tydperk wat daardeur gedek word, aan die Direkteur-generaal: Mannekrag gestuur word.

(9) Uitbetaling uit die Fonds moet gestaak word as die batige saldo van die Fonds benede R1 000 daal en die betaling van verdere voordele word nie hervat nie voordat die batige saldo van die Fonds weer die bedrag van R2 000 bereik het.

20. VRYWARING

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

21. REGULASIES

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

'n Kopie van die regulasies en wysigings daarvan moet aan lede van die Fonds uitgereik word, en aan die Direkteur-generaal: Mannekrag verskaf word.

22. ONTBINDING VAN DIE FONDS

(1) In die geval van die verstryking van hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan deur verloop van tyd of om enige ander rede en 'n latere Ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie, of die Fonds nie deur die Raad binne sodanige tydperk oorgeplaas word na enige ander Fonds wat gestig is vir dieselfde doel as die waarvoor die oorspronklike fonds gestig was nie, moet die Fonds gelikwedeer word deur die Komitee of sodanige persoon as wat die Raad mag aanstel. Die Fonds moet gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit na enige ander fonds hierbo vermeld, oorgeplaas word of by 'n latere Ooreenkoms voortgesit word, deur die Komitee geadministreer word.

(2) In die geval van die ontbinding van die Raad of ingeval dit ophou om gedurende die geldigheidsduur van hierdie Ooreenkoms te funksioneer, moet dit deur die Komitee geadministreer word. Vakatures wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van werkgewers en werknemers in die Nywerheid, na gelang van die geval, om 'n gelyke getal werkgewer- en werknemerverteenwoordigers te versker. Waar die Komitee nie in staat is nie of onwillig is om sy pligte te vervul, kan die Registrateur 'n trustee of trustees aanstel om die fonds te administreer. Die trustee(s) aldus aangestel het die bevoegdhede wat aan die Komitee vir die toepassing van hierdie Ooreenkoms opgedra is. As daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms gelikwedeer word deur die Komitee of trustee(s) na gelang van die geval, op die wyse in subklousule (3) hiervan bepaal en as die Raad by sodanige likwidasiereeds bereidder en sy bates verdeel is, moet die geld wat in die krediet van die Fonds oorbly aan die vakverenigings, oorbetal word vir die stigting van 'n soortgelyke fonds.

(3) By likwidasiere van die fonds kragtens subklousule (1) hiervan, moet die geld wat oorbly in die krediet van die Fonds na die totgeldmaking van al die bates van die Fonds en die betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiiekoste, moet die Raad, in samewerking met die ouditeur van die Fonds, vasstel watter gedeelte van die bedrag wat oorbly aan die vakverenigings oorbetal moet word ten einde 'n soortgelyke fonds te stig en watter gedeelte in die Raad se algemene fonds gestort moet word.

Hierdie Ooreenkoms is namens die partye onderteken te Bloemfontein, op hede die 29ste dag van Oktober 1981.

P. I. LABUSCHAGNE, Voorsitter van die Raad.

A. J. GROENEWALD, Ondervoorsitter van die Raad.

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

(5) The financial year of the Fund shall end on 31 December each year.

(6) The Council shall appoint the Fund's auditors.

(7) As soon as possible after 31 December each year the Fund shall prepare as statement of all revenue and expenditure of the Fund 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 the auditor and counter-signed by the Chairman of the Committee and submitted together with any report by the auditor thereon to the Council.

(8) 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.

(9) Disbursements from the Fund shall cease if the amount to the credit of the Fund drops below R1 000 and the payment of further benefits shall not recommence until the amount to the credit of the Fund has again reached the figure of R2 000.

20. INDEMNITY

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

21. REGULATIONS

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

A copy of the regulations and amendments thereto shall be issued to members of the Fund and shall be furnished to the Director-General: Manpower.

22. DISSOLUTION OF THE FUND

(1) In the event of the expiry of this Agreement or an extension or renewal thereof by effluxion of time or for any other reason and a later agreement providing for the continuation of the Fund not being concluded within a period of 12 months from the date of such expiry, or the Fund not being transferred by the Council within such period to any other fund established for the same purpose as that of the original Fund, the Fund shall be liquidated by the Committee or such person as may be appointed by the Council. The Fund shall be administered by the Committee during the said period of 12 months or until it is transferred to any other fund referred to above or until it is continued by a later agreement.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the period of operation of this Agreement, it shall be administered by the Committee. Vacancies occurring on the Committee, may be filled by the Registrar from employers and employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties, the Registrar may appoint a trustee or trustees to administer the Fund. The trustee(s) so appointed shall have the powers vested in the Committee for the execution of this Agreement. In the event of there being no Council in existence, the Fund shall, upon the expiry of this Agreement, be liquidated by the Committee or trustee(s), as the case may be, in the way provided in subclause (3) hereof, and in the event of the Council upon such liquidation already being administered and its assets distributed, the moneys remaining to the credit of the Fund shall be paid to the trade unions for the establishment of a similar fund.

(3) Upon liquidation of the Fund in terms of subclause (1) hereof, the Council shall, in collaboration with the auditor of the Fund, determine which portion of the money remaining to the credit of the Fund after the realisation of all the assets of the Fund and the payment of all claims against the Fund, including administration and liquidation costs, shall be paid to the trade unions for establishing a similar fund and which portion shall be paid into the Council's general funds.

This Agreement was signed on behalf of the parties at Bloemfontein, this 29th day of October 1981.

P. I. LABUSCHAGNE, Chairman of the Council.

A. J. GROENEWALD, Vice-Chairman of the Council.

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

No. R. 842

30 April 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MEUBELNYWERHEID, ORANJE-VRYSTAAT.—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, 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. 841 van 30 April 1982, kragtens die Wet op Arbeidsverhoudinge, 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 Mannekrag.

No. R. 842

30 April 1982

FACTORIES MACHINERY AND BUILDING WORK ACT, 1941

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Manpower, 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. 841 of 30 April 1982, may be binding in terms of the Labour Relations 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.

INHOUD

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Mannekrag, Departement van Goewermentskennisgewings			
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