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No. 10369

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1573

25 Julie 1986

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL.—VOORSORGFONDS-, SIEKTEBYSTANDSGENOOTSKAP- EN STERFTE-BYSTANDSVERENIGINGOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) 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 1 Augustus 1986 en vir die tydperk wat op 31 Julie 1991 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; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 5 van Hoofstuk I, Klousule 4 (5) (a) van Hoofstuk II, en Hoofstuk III, met ingang van 1 Augustus 1986 en vir die tydperk wat op 31 Julie 1991 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1573

25 July 1986

LABOUR RELATIONS ACT, 1956

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

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) 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 1 August 1986 and for the period ending 31 July 1991, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 5 of Chapter I, clause 4 (5) (a) of Chapter II, and Chapter III, shall be binding, with effect from 1 August 1986 and for the period ending 31 July 1991, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS,
Minister of Manpower.

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No. R. 1574

25 Julie 1986

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, sluit hierby kragtens artikel 51 (12) van die Wet op Arbeidsverhoudinge, 1956, die gebiede bedoel in klousule 1 (1) (c) en (d) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1573 van 25 Julie 1986 uit van die toepassing van die bepalings van genoemde Ooreenkoms vir sodanige tydperk of tydperke as wat die Ooreenkoms ingevolge die Wet bindend is en onderworpe aan die volgende voorwaardes:

- (a) Dat skemas deur werkgewers in die gebied in klousule 1 (1) (c) van genoemde Ooreenkoms bedoel, tot stand gebring word vir die voorsiening van voorsorg-, mediese- en siektebystand vir hul werknemers; en
- (b) dat die Minister van Mannekrag hierdie kennisgewing te eniger tyd by publikasie van 'n kennisgewing in die *Staatskoerant* kan intrek of wysig.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID,
NATAL.—VOORSORGFONDS, SIEKTEBYSTANDSGENOOT-
SKAP EN STERFTEBYSTANDSVERENIGING

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

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

HOOFSTUK I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;
- (b) in Gebied A wat bestaan uit die landdrostdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;
- (c) in Gebied B wat bestaan uit die landdrostdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle; en
- (d) in Gebied C wat bestaan uit die oorblywende gedeelte van die provinsie Natal.

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

- (a) slegs van toepassing op werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op werkende werkgewers;
- (b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;
- (c) nie van toepassing nie op 'n werknemer of werkende werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid is of daarna word van 'n ander fonds wat pensioen- en/of bystandsvoordele verskaf en wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of op die werkgewer van sodanige werknemer, slegs gedurende dié tydperk waarin sodanige ander fonds voortbestaan en beide werkgewer en werknemer deelnemers daarin is, indien die voordele wat sodanige ander fonds verskaf na die mening van die Raad oor die algemeen nie minder gunstig is as die voordele wat deur die Raad se fonds verskaf word nie;
- (d) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat ten alle tye minder as vyf werknemers in of in verband met sodanige

No. R. 1574

25 July 1986

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 51 (12) of the Labour Relations Act, 1956, exclude the areas referred to in clause 1 (1) (c) and (d) of the Agreement published under Government Notice R. 1573 of 25 July 1986 from the operation of the provisions of the said Agreement for such period or periods as the said Agreement may be binding in terms of the Act and subject to the following conditions:

- (a) That employers in the areas referred to in clause 1 (1) (c) of the said Agreement establish schemes for the provision of provident, medical and illness benefits to their employees; and
- (b) that the Minister of Manpower may at any time by the publication of a notice in the *Government Gazette* withdraw or amend this notice.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL.—PROVIDENT FUND, SICK BENEFIT SOCIETY AND MORTALITY BENEFIT ASSOCIATION

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Natal Furniture Manufacturers' Association

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

National 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, Natal.

CHAPTER I

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union who are engaged or employed in the Furniture Manufacturing Industry;
- (b) in Area A which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;
- (c) in Area B which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle;
- (d) in Area C which consists of the remainder of the Province of Natal.

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

- (a) only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement and to working employers as defined in the Main Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;
- (c) not apply to any employee or working employer who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing pension and/or provident benefits, which is in existence on the said date and in which the employer of that employee is on the said date a participant, or to the employer of such employee, during such period only as such other fund continues to operate and both employer and employee are participants therein, if in the opinion of the Council the benefits which such other fund provides are on the whole not less favourable than the benefits provided by the Council's fund;
- (d) not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs less than five employees at all times in or in connection with such

besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers kan verkies om op 'n vrywillige grondslag deelname te hê in die fondse waarvoor daar voorsiening gemaak word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag vasstel ingevolge artikel 48 (1) van die Wet en bly van krag vir die tydperk wat op 31 Julie 1991 eindig.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“vakleerling” 'n werknemer wat gebind is deur 'n skriftelike leerlingskontrak, geregistreer kragtens die Wet op Mannekragopleiding, 1981;

“Vereniging” die Sterftebystandsvereniging vir Natalse Meubelwerkers wat ingevolge klausule 1 (1) van Hoofstuk IV van hierdie Ooreenkoms voortgesit word;

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

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

“Komitee” of “Bestuurskomitee”, vir die doel van die administrasie van die Fonds, die Komitee deur die Raad aangestel ooreenkomstig klausule 2 (1) (a) van Hoofstuk II van hierdie Ooreenkoms, en vir die doel van die administrasie van die Vereniging, die Komitee deur die Raad aangestel ooreenkomstig klausule 7 van Hoofstuk IV van hierdie Ooreenkoms;

“bydraes” die geld wat ingevolge klausule 4 van Hoofstuk II aan die Fonds betaalbaar is en/of geld oorgedra aan die Genootskap ingevolge klausule 4 (5) van Hoofstuk II van hierdie Ooreenkoms ooreenkomstig klausule 7 (1) van Hoofstuk III en/of aan die Vereniging ingevolge klausule 4 (1) van Hoofstuk IV;

“Raad” die Nywerheidsraad vir die Meubelnywerheid, Natal;

“dag”, met betrekking tot die siektebesoldigingsbystand, 'n dag tussen en met inbegrip van Maandag en Vrydag in 'n werkweek van vyf dae en Maandag en Saterdag in 'n werkweek van ses dae;

“afhanklike”, met betrekking tot 'n lid vir die toepassing van Hoofstuk II—

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

“Fonds” die Voorsorgfonds vir die Meubelnywerheid, Natal, voortgesit ingevolge klausule 1 (1) van Hoofstuk II van hierdie Ooreenkoms;

“Fondsweek” die tydperk vanaf middernag tussen Donderdag en Vrydag tot middernag van die volgende Donderdag en Vrydag of sodanige ander tydperk waarvoor die Raad ooreenkom;

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

Herstelwerk, stoffeerwerk, herstoffeerwerk, beitswerk, spuitwerk of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of gordyne en/of die maak en/of herstel van raamveermatrasses en/of rame vir stoffeerwerk, houtmasjienerwerk, fineerwerk, houtdraaiwerk, houtsnijwerk in verband met die vervaardiging en/of herstel van meubels, poleerwerk en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beitswerk, spuitwerk en poleerwerk en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroë of teaters, kabinette vir musiek instrumente en radio- of draadlooskabinette en ook die vervaardiging van of die prosesse by die vervaardiging van beddegoed wat so omskryf en vertolk moet word dat dit alle soorte matrasses, veermatrasses, bomatrasses, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienerwerk, houtdraaiwerk en/of houtsnijwerk uitgevoer word in verband met die vervaardiging van meubels; voorts ook herstelwerk, herstoffeerwerk of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van

business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the funds provided for on a voluntary basis.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in operation for the period ending 31 July 1991.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and unless the contrary intention appears, all words and expressions importing the masculine shall include the feminine gender, and those signifying the singular shall include the plural and vice versa; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“apprentice” means an employee who is bound by a written contract of apprenticeship, registered under the provisions of the Manpower Training Act, 1981;

“Association” means The Natal Furniture Workers' Mortality Benefit Association continued in terms of clause 1 (1) of Chapter IV of this Agreement;

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

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

“Committee” or “Management Committee”, for the purposes of the administration of the Fund, means the Committee appointed by the Council in accordance with the provisions of clause 2 (1) (a) of Chapter II of this Agreement, and for the purposes of the administration of the Association means the Committee appointed by the Council in accordance with the provisions of clause 7 of Chapter IV of this Agreement;

“contributions” means the moneys payable to the Fund in terms of clause 4 of Chapter II and/or moneys diverted to the Society in terms of clause 4 (5) of Chapter II of this Agreement in accordance with clause 7 (1) of Chapter III and/or to the Association in terms of clause 4 (1) of Chapter IV;

“Council” means the Industrial Council for the Furniture Manufacturing Industry, Natal;

“day” means, in relation to the sick pay benefits, any day between and including a Monday and Friday in any five-day week, and Monday and Saturday in any six-day week;

“dependant” means, in relation to a member for the purposes of Chapter II—

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

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

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

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

Repairing, upholstering, re-upholstering, staining, spraying or polishing, and/or repolishing, making of loose covers and/or cushions and/or curtains, and/or the making and/or repairing of boxspring mattresses and/or frames for upholstering, wood-machining, veneering, woodturning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos, or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom, office, church school, bar or theatre furniture, cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner and/or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes, further, the repairing, re-upholstering or repolishing of furniture in or in connection with

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 gedeeltes van materiaal wat by die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak word en die vervaardiging van metaalmeubels, met inbegrip van metaalkatels;

"leerling" 'n werknemer wat as 'n leerling gemagtig is of geag word gemagtig te wees ingevolge 'n ooreenkoms gepubliseer kragtens die Wet wat van tyd tot tyd op die Nywerheid van toepassing is of was;

"Hofooreenkoms" 'n geldige ooreenkoms vir die Meubelnywerheid, Natal, gepubliseer kragtens artikel 48 van die Wet, waarin lone voorgeskryf word of, by afwesigheid van so 'n ooreenkoms, die jongste loonooreenkoms wat kragtens die Wet vir die Nywerheid gepubliseer is;

"Mediese Komitee" die Mediese Komitee deur die Raad aangestel ooreenkomstig klousule 12 van Hoofstuk III van hierdie Ooreenkoms;

"lid" 'n werknemer wat as lid van die Fonds en/of Genootskap en/of Vereniging toegelaat is ingevolge klousule 3 van Hoofstuk II, klousule 3 van Hoofstuk III en klousule 3 van Hoofstuk IV, en het die woorde "lid" en "lidmaatskap" 'n ooreenstemmende betekenis;

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

en in die geval van 'n werkende werkgewer moet dit geag word die loon te wees wat in die Hofooreenkoms vir die hoogs besoldigde werknemer voorgeskryf word;

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

"betaaldag" Vrydag in elke week, behalwe as Vrydag nie 'n werkdag is nie, wanneer die betaaldag dan die laaste werkdag voor Vrydag is of 'n dag ten opsigte waarvan die Raad vrystelling verleen het sodat dit 'n betaaldag kan wees;

"regulasies" die Genootskap se regulasies soos van tyd tot tyd deur die Mediese Komitee opgestel ooreenkomstig klousule 9 van hierdie Hoofstuk en Hoofstuk III van hierdie Ooreenkoms;

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

"reëls" die reëls van die Fonds of die Vereniging deur die Raad opgestel ooreenkomstig klousule 2 (1) (b) van Hoofstuk II en klousule 8 (3) van Hoofstuk IV van hierdie Ooreenkoms;

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

"siekte" 'n liggaamlike aandoening, ongeskiktheid of ongesteldheid weens 'n kwaal, siekte, ongesteldheid of besering as gevolg waarvan lede en afhanklikes geregtig is op bystand kragtens klousule 2 en ingevolge klousule 8 soos beperk by klousule 10 van Hoofstuk III van hierdie Ooreenkoms, of as gevolg waarvan lede geregtig is op siektebesoldiging ingevolge klousule 9 van Hoofstuk III van hierdie Ooreenkoms;

"siektebesoldiging" die siektebesoldiging betaalbaar ingevolge klousule 9 van Hoofstuk III van hierdie Ooreenkoms;

"Genootskap" die Siektebystandgenootskap vir Natalse Meubelwerkers ingestel ingevolge klousule 1 (1) van Hoofstuk III van hierdie Ooreenkoms;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 7 van Hoofstuk II, klousule 15 van Hoofstuk III of klousule 10 van Hoofstuk IV van hierdie Ooreenkoms.

4. ADMINISTRASIE

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

5. AGENTE

'n Agent wat deur die Raad aangestel word, moet behulpsaam wees met die uitvoering van hierdie Ooreenkoms. Dit is elke werkgewer se plig om sodanige agente tot sy bedryfsinrigting toe te laat ten einde sodanige ondersoek in te stel en sodanige dokumente, boeke, loonstate, loonkoevert en loonkaartjies te ondersoek en sodanige persone te ondervra as wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, en ingeval die Raad geen agente aanstel nie kan hy die Bestuurskomitee magtig om een of meer agent aan te stel met dieselfde bevoegdhede en pligte as die agente hierbo genoem, so lank as wat die lede bydraes aan die Fonds, die Genootskap of die Vereniging verskuldig is.

6. VRYSTELLINGS

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

establishment in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated block-board or plywood doors used for furniture, and all parts of material used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture, including the manufacture of metal bedsteads;

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

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

"Medical Committee" means the Medical Committee appointed by the Council in accordance with the provisions of clause 12 of Chapter III of this Agreement;

"member" means an employee who has been admitted as a member of the Fund and/or Society and/or Association in terms of clause 3 of Chapter II, clause 3 of Chapter III and clause 3 of Chapter IV, and the words "member" and "membership" shall have a corresponding meaning;

"normal wage" means the wage based on an employee's earnings and payable had he worked 44 hours, excluding overtime, holiday pay and any bonus, during any one week and in the instance of a working employer shall be deemed to be the wage prescribed for the highest paid employee in the Main Agreement.

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

"pay-day" means Friday in each week except where Friday is a non-working day, when the pay-day shall be the last working day preceding Friday or any day in respect of which exemption has been granted by the Council to permit of its being a pay-day;

"regulations" means the regulations of the Society made by the Medical Committee from time to time in accordance with the provisions of clause 9 of this Chapter and the provisions of Chapter III of this Agreement;

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

"rules" means the rules of the Fund or the Association made by the Council in terms of clause 2 (1) (b) of Chapter II and clause 8 (3) of Chapter IV respectively of this Agreement;

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

"sickness" means any physical disorder, incapacity or indisposition through ailment, disease, illness or injury for which members and dependants are entitled to benefits by virtue of clause 2 and in terms of clause 8 as limited by clause 10 of Chapter III of this Agreement, or for which members are entitled to sick pay in terms of clause 9 of Chapter III of this Agreement;

"sick pay" means the sick pay payable in terms of clause 9 of Chapter III of this Agreement;

"Society" means the Natal Furniture Workers' Sick Benefit Society established in terms of clause 1 (1) of Chapter III of this Agreement;

"trustee(s)" means the trustee(s) appointed in terms of clause 7 of Chapter II, clause 15 of Chapter III or clause 10 of Chapter IV of this Agreement.

4. ADMINISTRATION

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

5. AGENTS

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

6. EXEMPTIONS

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

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

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

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

(4) Die Sekretaris moet—

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

(5) Elke werkgewer/werknemer moet die bepalings van die vrystellingssertifikaat wat ingevolge hierdie klousule uitgereik is, nakom.

7. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee of van die Mediese Komitee en die beamptes van die Fonds, die Genootskap of die Vereniging moet nie verantwoordelik gehou word vir 'n daad wat kan lei tot verlies vir die Fonds, die Genootskap of die Vereniging, as sodanige daad te goeder trou gedoen is nie, en hulle is nie aanspreeklik vir die skulde en die laste van die Fonds, die Genootskap of die Vereniging nie, en hulle word hierby deur die Fonds, die Genootskap of die Vereniging gevrywaar teen alle verliese en uitgawes deur hulle aangegaan by of in verband met die bona fide-uitvoering van hul pligte.

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

8. ALGEMENE BEPALINGS

(1) Die bystand, reg of belang waarop 'n lid van die Fonds, die Genootskap of die Vereniging ingevolge hierdie Ooreenkoms, aanspraak maak, mag nie as grond aangewend word vir skadevergoeding in 'n geding wat deur sodanige lid teen die werkgewer ten opsigte van sy ontslag ingestel word nie. Niks in hierdie Ooreenkoms mag op enige wyse die reg van 'n werkgewer om die diens van sodanige lid te beëindig, beperk nie.

(2) Niemand, hetsy 'n lid of nie, het enige eis, reg of belang teen, op ten opsigte van die Fonds, die Genootskap of die Vereniging of bydraes daartoe of enige eis teen die Raad of die Bestuurskomitee of die Mediese Komitee wat ingevolge hierdie Ooreenkoms ingestel is en die werkgewers nie, behalwe ingevolge en ooreenkomstig hierdie Ooreenkoms.

(3) Behoudens die Insolvensiewet, 1936, of 'n ander wet, mag die bystand waarop 'n lid en/of sy afhanklike geregtig is, by sekwestrasie of afstanddoening van sy boedel nie deel uitmaak van die bates van sy insolvente of afgestane boedel nie maar moet dit terugval aan die Fonds, die Genootskap of die Vereniging, na gelang van die geval, en kan die betrokke Komitee daarvoor beskik op 'n wyse wat na die Komitee se mening daarop bereken is om sodanige lid of afhanklike te bevoordeel.

9. REGULASIES

(1) Die Mediese Komitee het die bevoegdheid om regulasies op te stel, te wysig en te herroep, mits dit nie strydig is met die bepalings van Hoofstuk III van hierdie Ooreenkoms of 'n ander wet nie, ten einde die Genootskap se doelstellings doeltreffend uit te voer en die bedrag vas te stel van die bystand wat die Genootskap moet verleen en die voorwaardes wat daarop van toepassing is.

(2) 'n Afskrif van die regulasies asook afskrifte van alle wysigings daarvan moet op aanvraag aan elke lid van die Genootskap uitgereik word en ook aan die Direkteur-generaal van Mannekrag gestuur word.

HOOFSTUK II

1. VOORSORGFONDS VIR DIE MEUBELNYWERHEID, NATAL

(1) Die Fonds voorheen bekend as die "Bystandsfonds vir die Meubelnywerheid" wat kragtens die Ooreenkoms gepubliseer by Goewerments-kenningsgewing 475 van 28 Maart 1958 ingestel is en wat daarna as die "Siektebystands- en Voorsorgfonds vir die Meubelnywerheid, Natal" bekend was, word hierby vir sover dit sake in verband met die Voorsorgfonds betref onder die benaming "Voorsorgfonds vir die Meubelnywerheid, Natal" voortgesit.

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

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

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

(4) The Secretary shall—

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

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

7. INDEMNITY

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

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

8. GENERAL PROVISIONS

(1) Any benefits, right or interest to which a member of the Fund, Society or Association, may claim to be entitled in terms of this Agreement shall not be used as a ground for damages in any action brought by such member against the employer in respect of dismissal. Nothing in this Agreement shall in any way restrict the right of an employer to terminate the employment of such a member.

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

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

9. REGULATIONS

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

(2) A copy of the regulations shall be issued to every member of the Society upon request and shall also be transmitted to the Director-General of Manpower as well as copies of any amendments thereto.

CHAPTER II

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

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

(2) Die Fonds bestaan uit—

- (a) geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms;
- (b) die totale weeklikse bydraes van sowel werkgewer as werknemer wat in die Fonds inbetaal word, min die bedrae wat ingevolge kousule 4 (5) van hierdie Hoofstuk oorgedra moet word;
- (c) rente wat verkry word uit die belegging van geld van die fonds;
- (d) geld waarmee individuele lede ingevolge kousule 6 van hierdie Hoofstuk gekrediteer word;
- (e) alle ander gelde waarop die fonds uit hoofde van hierdie Ooreenkoms of om 'n ander rede geregtig word, of wat aan die Fonds geskenk word.

2. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad tesame met drie werkgewervertewoordigers en drie werknemervertewoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertewoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en die Ondervoorsitter van die Raad is onderskeidelik Voorsitter en Ondervoorsitter van die Komitee.

(b) Die Raad het die bevoegdheid om sy eie prosedurereëls vir die Komitee voor te skryf, te verander en te wysig en om reëls rakende die administrasie van die Fonds op te stel, te wysig en te verander. Met dien verstande dat dié reëls of wysigings daarvan nie strydig is met hierdie Ooreenkoms of 'n wet nie. 'n Afskrif van die reëls of wysigings daarvan moet aan die Direkteur-generaal van Mannekrag gestuur word.

(c) Ingeval die Komitee om watter rede ook al nie in staat is om sy pligte na te kom nie moet die Raad hierdie pligte waarneem en sy bevoegdheid uitoefen, en ingeval daar geen Nywerheidsraad vir die Meubelnywerheid, Natal, bestaan nie, kan trustees aangestel word soos in kousule 7 van hierdie Hoofstuk bepaal.

(2) Alle koste wat vir die administrasie van die fonds aangegaan word, kom ten laste van die Fonds.

(3) Die Komitee moet so gou moontlik ná 30 Junie elke jaar 'n staat opstel van die Fonds se inkomste en uitgawes vir die 12 maande geëindig 30 Junie asook 'n staat wat die Fonds se bates en laste aantoon, en dit moet deur die ouditeur gewaarmerk en deur die Voorsitter en die Ondervoorsitter medeonderteken word. Die gewaarmerkte rekening en staat en die ouditeur se verslag daarvoor moet daarna op die Raadskantoor ter insae lê en afskrifte daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag, die werkgewersorganisasie en die vakvereniging gestuur word.

(4) Die Komitee moet alle inkomste van die Fonds invorder en in ontvangs neem en alle geld aldus ontvang in 'n bankrekening stort wat op naam van die Fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en onttrekkings uit die Fonds moet geskied by wyse van tjeks onderteken deur sodanige persone as wat van tyd tot tyd deur die Raad daartoe gemagtig word, en medeonderteken deur die Sekretaris van die Fonds.

(5) Indien daar te eniger tyd 'n geskil ontstaan aangaande die administrasie van die Fonds waarvoor lede van die Bestuurskomitee gelykopverdeel is, moet die saak na die Raad vir beslissing verwys word.

(6) Alle geld wat nie nodig is om lopende betalings te doen en koste te vereffen nie, moet belê word in—

- (a) spaarrekenings, permanente aandele of vaste deposito's by geregistreerde bougenootskappe of banke; en/of
- (b) Poskantoor spaarrekenings of -sertifikate; en/of
- (c) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede, en/of die Elektrisiteitsvoorsieningskommissie; en/of
- (d) Nasionale Spaarsertifikate; of
- (e) op enige ander manier wat deur die Registrateur goedgekeur word.

3. LIDMAATSKAP

(1) Behoudens kousule 1 (2) van Hoofstuk 1, bestaan lidmaatskap van die fonds—

- (a) uit alle werknemers, uitgesonderd los werknemers, vir wie lone in die Hoofdooreenkoms voorgeskryf word, en vakleerlinge;
- (b) behoudens die goedkeuring van die Bestuurskomitee, uit sodanige ander persone in diens in die Nywerheid wat verkies om lede te word en ten opsigte van wie hul werkgewers toegestem het om die bydraes te doen wat in kousule 4 van hierdie Hoofstuk voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ingevolge kousule 5 van hierdie Hoofstuk ontvang het.

4. BYDRAES

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

(2) The Fund shall consist of—

- (a) moneys standing to the credit of the Fund at the date of coming into operation of this Agreement;
- (b) the total weekly contributions of both employer and member paid into the Fund, less any amounts to be diverted in terms of clause 4 (5) of this Chapter;
- (c) interest derived from the investment of any moneys of the Fund;
- (d) any moneys credited to individual members in terms of clause 6 of this Chapter;
- (e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund.

2. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council from its members. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee respectively.

(b) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any Act. A copy of the rules or any amendment thereof shall be transmitted to the Director-General of Manpower.

(c) In the event of the Committee being unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers, and in the event of there being no Industrial Council for the Furniture Manufacturing Industry, Natal, in existence trustees may be appointed as provided for in clause 7 of this Chapter.

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

(3) As soon as possible after 30 June in each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 30 June and a statement showing the Fund's assets and liabilities, which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council, and copies thereof shall within three months of the close of the period covered thereby be transmitted to the Director-General of Manpower, the employers' organisation and the trade union.

(4) The Committee shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council and be countersigned by the Secretary of the Fund.

(5) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

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

- (a) savings accounts, permanent shares or fixed deposits with registered building societies or banks; and/or
- (b) Post Office savings accounts or certificates; and/or
- (c) Stock of the Government of the Republic of South Africa or Local Government Stock, and/or the Electricity Supply Commission; and/or
- (d) National Savings Certificates; or
- (e) any other manner approved by the Registrar.

3. MEMBERSHIP

(1) Subject to the provisions of clause 1 (2) of Chapter I, membership of the Fund shall—

- (a) consist of all employees (other than casual employees) for whom a wage is prescribed in the Main Agreement, and apprentices;
- (b) subject to the approval of the Management Committee, consist of such other persons employed in the Industry who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 4 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 5 of this Chapter.

4. CONTRIBUTIONS

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

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

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

(d) Elke werkgever moet 'n bydrae gelyk aan die som van kolomme A en B van Aanhangsel A van hierdie Ooreenkoms ten opsigte van elke werkende werkgever betaal.

(2) (a) Behoudens paragraaf (b) hiervan, moet die werkgever maandeliks die totale bydraes wat in subklousule (1) van hierdie klousule gemeld word, tesame met 'n opgawe in die vorm wat deur die Raad van tyd tot tyd voorgeskryf word, aanstuur sodat dit die Sekretaris bereik voor of op die 10de dag van die maand wat volg op die maand waarin aftrekkings van die lid se loon gedoen moes word.

(b) 'n Werkgever wat ingevolge paragraaf (a) hiervan agterstallig is met betalings en wat, nadat hy skriftelik deur die Raad gewaarsku is, versuim om die uitstaande bedrae binne sewe dae vanaf die datum van sodanige waarskuwing aan te stuur, moet, wanneer hy skriftelik deur die Raad kennis gegee word om dit te doen, die bydraes in subklousule (1) van hierdie klousule bedoel week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag wat volg op die betaaldag van die Week ten opsigte waarvan die bydraes verskuldig is. Die betaling wat vir die laaste betaaldag van elke kalendermaand aangestuur word, moet vergesel gaan van die opgawe in paragraaf (a) hiervan bedoel. 'n Werkgever op wie hierdie paragraaf van toepassing gemaak is, mag slegs wanneer hy skriftelik deur die Raad daarvan in kennis gestel is, terugkeer na die betaling van bydraes op die maandelikse grondslag waarvoor daar ingevolge paragraaf (a) hiervan voorsiening gemaak word.

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

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

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

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

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

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

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

(5) Van die weeklikse bydraes van die werknemer en sy werkgever ontvang, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Natalse Meubelwerkers soos beliggaam in Hoofstuk III van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 7 van Hoofstuk III van hierdie Ooreenkoms voorgeskryf word;

(b) aan die Sterftebystandsvereniging soos beliggaam in Hoofstuk IV van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 4 van Hoofstuk IV van hierdie Ooreenkoms voorgeskryf word.

5. BYSTAND

(1) 'n Lid is soos volg geregtig op die betaling van die bystand wat vir hom ingevolge hierdie Hoofstuk opgeloo het:

(a) Na 24 agtereenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Bestuurskomitee daarvan oortuig dat die lid minstens 24 agtereenvolgende maande buite die Nywerheid gewerk het: Met dien verstande dat die Bestuurskomitee, onder buitengewone omstandighede en na goeddunke, die betaling van sodanige bystand vóór daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

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

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

(d) Every employer shall pay a contribution in respect of each working employer equal to the sum of columns A and B of Annexure A to this Agreement.

(2) (a) Subject to the provisions of paragraph (b) hereof, the employer shall forward monthly the total contributions referred to in subclause (1) of this clause together with a return in the form prescribed by the Council from time to time to reach the Secretary not later than 10th day of the month following the month during which the member's deductions were required to be made.

(b) An employer who is in arrears with payments in terms of paragraph (a) hereof and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the contributions referred to in subclause (1) of this clause, week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the contributions are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the return referred to in paragraph (a) hereof. An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a) hereof.

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

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

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

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

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

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

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

(5) From the weekly contributions received from the employee and his employer the Fund shall—

(a) divert to the Natal Furniture Workers' Sick Benefit Society embodied in Chapter III of this Agreement, such contributions as are prescribed in clause 7 of Chapter III of this Agreement;

(b) divert to the Mortality Benefit Association embodied in Chapter IV of this Agreement, such contributions as are prescribed in clause 4 of Chapter IV of this Agreement.

5. BENEFITS

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

(a) 24 consecutive months after having left the Industry and upon production of written proof satisfactory to the Management Committee that the member was engaged outside the Industry for a period of not less than 24 consecutive months: Provided that the Management Committee may, in exceptional circumstances and in its absolute discretion, authorise the payment of such benefits prior thereto but not sooner than three consecutive months after the member has left the Industry permanently;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swaakheid en as 'n lid as gevolg daarvan permanent ongeskik geword het: Met dien verstande dat die lid van sodanige ongeskiktheid bewys gelewer het wat vir die Komitee aanvaarbaar is.

(2) (a) Behoudens klousule 4 van hierdie Hoofstuk, is 'n lid in subklousule (1) (a) hiervan bedoel, geregtig op ondervermelde bystand:

(i) As hy minder as twee jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is;

(ii) as hy twee jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus 25 persent van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(iii) as hy drie tot vyf jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 50 persent van die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(iv) as hy langer as vyf jaar maar hoogstens 10 jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 60 persent van die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(v) as hy langer as 10 jaar maar hoogstens 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, plus 75 persent van die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is;

(vi) as hy langer as 20 jaar lank lid was, die totale bedrag wat hy bygedra het, plus rente, asook bonusse waarmee hy op grond van sy eie bydraes gekrediteer is, plus die totale som van die werkgever se bydraes en rente waarmee die lid gekrediteer is.

(b) 'n Lid in subklousule (1) (b) hiervan bedoel, moet, behoudens klousule 4 (5) van hierdie Hoofstuk, die bystand betaal word wat in subklousule (2) (a) (vi) hiervan voorgeskryf word: Met dien verstande dat die Komitee die reg het om te vereis dat 'n mediese verslag oor sodanige lid op koste van die Fonds voorgelê word.

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

(b) Wanneer 'n lid na die Nywerheid terugkeer voordat betaling gedoen is op 'n aansoek om onttrekking van bystand, vervel die aansoek outomaties en word bydraes onmiddellik hervat.

(c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgeloopt het, word die saldo van die werkgever se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 1 (2) (e) van hierdie Hoofstuk geregtig geword het.

(4) (a) By bewyslewing, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, moet die Fonds aan die afhanklike(s) 'n bedrag betaal gelyk aan die totale bedrag van sy eie en die werkgever se bydraes wat ten opsigte van sodanige lid bygedra is, plus rente, en bonusse waarmee hy ingevolge klousule 6 van hierdie Hoofstuk gekrediteer is, en het die boedel van die gestorwe lid geen eis teen die Fonds nie.

(b) As die afhanklike 'n minderjarige is, moet die Bestuurskomitee aan sodanige minderjarige se wettige voog die bystand betaal wat ten bate van die minderjarige gebruik moet word.

(c) Elke werkgever moet die Sekretaris verwittig van die dood van 'n lid in sy diens. Die Sekretaris moet, so gou moontlik nadat hy inligting van die dood van 'n lid uit enige bron ontvang het die afhanklike daarvan in kennis stel per brief of omsendbrief waarin die jongs bekende werkplek van die oorlede bydraer gemeld word, asook dat bystand opgeëis kan word by 'n adres wat die Bestuurskomitee vermeld.

(d) Ingeval die Sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongs bekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Bestuurskomitee 'n advertensie, in albei amptelike tale, plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaie in omloop in die Republiek van Suid-Afrika, waarvan een 'n nuusblad moet wees in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongs bekende werkplek van die oorlede lid en die bekende naam/nam van afhanklike(s) en sy/hul jongs bekend adres(se) genoem word, asook dat bystand beskikbaar is vir opvordering deur die afhanklike(s) by 'n adres wat die Bestuurskomitee vermeld.

(e) As die afhanklike(s) binne 'n jaar en 'n dag vanaf die datum van die laaste plasing van sodanige advertensie soos in paragraaf (d) hiervan vermeld, versuim om die bystand wat aan hom/hulle verskuldig is, op te eis, moet veronderstel word dat daar geen afhanklike(s) is nie en moet sodanige bystand aan die fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee, ingeval 'n eis ontvang

(b) upon retirement from the Industry owing to—

(i) old age; or

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

(2) (a) Subject to the provisions of clause 4 of this Chapter, a member referred to in subclause (1) (a) hereof shall be entitled to the following benefits:

(i) If he has been a member for a period of less than two years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions;

(ii) if he has been a member for a period of two years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions, plus 25 per cent of the employer's contributions and interest credited in respect of that member;

(iii) if he has been a member for a period of three to five years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 50 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(iv) if he has been a member for a period in excess of five years, but not exceeding 10 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 60 per cent of the total sum of the employer's contributions in interest credited in respect of that member;

(v) if he has been a member for a period in excess of 10 years but not exceeding 20 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions in terms of clause 6 of this Chapter, plus 75 per cent of the total sum of the employer's contributions and interest credited in respect of that member;

(vi) if he has been a member for a period in excess of 20 years, the total amount contributed by him, plus any interest, and bonuses credited to his own contributions, plus the total sum of the employer's contributions and interest credited in respect of that member.

(b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of clause 4 (5) of this Chapter, be paid the benefits prescribed in subclause (2) (a) (vi) hereof: Provided that the Committee shall have the right to demand a medical report in respect of such member at the expense of the Fund.

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

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

(c) Upon payment to a member of all benefits accrued to him in terms of this Chapter, the balance of the employer's contributions and interest, if any, shall be forfeited to the Fund as an item to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter.

(4) (a) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay the dependant(s) an amount equal to the aggregate amount of his own and the employer's contributions contributed in respect of such member, plus interest, and bonuses credited thereto in terms of clause 6 of this Chapter, and the estate of a deceased member shall have no claim against the Fund.

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

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall as soon as possible, upon receiving information from any source of the death of a member, notify the dependant by letter or circular stating the last known place of work of the deceased contributor and that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause having been made within a month of the proof of the death of a member, the Management Committee shall insert an advertisement in both official languages in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of the dependant(s) and his/her last known address(es) and that benefits are available for collection by the dependant(s) at an address specified by the Management Committee.

(e) If within a year and a day from the date of the last insertion of such advertisement as specified in paragraph (d) hereof, the dependant(s) fail to claim the benefits due to him/them, it shall be assumed that there is/are no dependant(s) and such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members, and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of

word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na goedgekeurde bedrae aan die betrokke afhanklike(s) te betaal uit die geld wat aan die Fonds teruggeval het.

(5) As 'n lid bystand ontvang het waarop hy nie ingevolge hierdie Hoofstuk geregtig is nie en die saak nie behandel word op die wyse soos uiteengesit in klousule 4 (4) van hierdie Hoofstuk nie, is hy daarvoor aanspreeklik om die bedrag van die bystand aldus ontvang aan die Fonds terug te betaal: Met dien verstande dat as die Komitee dit in enige besondere geval onbillik ag om terugbetaling van die hele bedrag van die bystand te eis, hy na goedgekeurde die terugbetaling van 'n kleiner bedrag kan eis of die lid die hele bedrag kan kwytsteld.

(6) Behoudens hierdie klousule mag geen bystand of reg op bystand gesedeer, oorgedra, afgestaan of andersins oorgemaak, of verpand of verhipotekeer word nie, en is geen bydrae deur of namens 'n lid gedoen, vatbaar vir beslaglegging of onderworpe aan enige vorm van eksekusie ingevolge 'n uitspraak of bevel van 'n geregtshof nie.

(7) Niks in hierdie Hoofstuk raak op enige wyse die reg van 'n lid of sy afhanklike(s) om skadeloosstelling of skadevergoeding te eis ten opsigte van werkmans wat beseer is of wat sterf as gevolg van 'n ongeluk wat ontstaan het uit en in die loop van sy diens nie, en die bedrag betaalbaar ingevolge hierdie subklousule mag nie verminder word as gevolg van die betaling van sodanige eis nie.

(8) (a) As bystand wat verskuldig en betaalbaar geword het, uitgesonderd bystand verskuldig en betaalbaar aan afhanklikes ingevolge subklousule (4) van hierdie klousule, nie opgeëis word binne twee jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Bestuurskomitee, na verstryking van die tweejaartydperk, 'n advertensie, in albei amptelike tale, plaas in hoogstens drie agtereenvolgende uitgawes van drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is waarin bekendgemaak word dat 'n opgawe beskikbaar is op die kantoor van die Raad ter insae van lede of die afhanklike(s) van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsbysdraes wat in die opgawe verskyn en waarin sodanige lid of sy afhanklike(s) versoek word om eise om sodanige bystand in te dien binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die advertensie en om volledige besonderhede te verstrek van die grond waarop sodanige eise ingedien word. Die Komitee moet, na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n lid of, as geen eis van 'n lid ontvang word nie, aan sy afhanklike(s) wat eise ingedien het op die wyse hierin voorgeskryf, na goedgekeurde sodanige bedrae betaal wat nie meer is as die volle bystand wat aan die lid verskuldig is nie: Met dien verstande dat sodanige betaling gedoen moet word aan die afhanklike(s) volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van Hoofstuk I van hierdie Ooreenkoms.

(b) As geen eis binne 'n tydperk van drie maande van 'n lid of sy afhanklike(s) ontvang is nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld aan die vakvereniging verstrek wat moet poog om binne 'n verdere drie maande die lid/lede op te spoor of sy/hul afhanklike(s) te vind wanneer daar kennis gedra word van afhanklikes. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie ingevolge paragraaf (a) hiervan van 'n lid of sy afhanklike(s) ontvang is nie moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 1 (2) (e) van hierdie Hoofstuk, ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, ingeval 'n eis ontvang word binne 'n tydperk van vyf jaar vanaf die datum van beëindiging van die diens van 'n lid in die Nywerheid, die bevoegdheid het om na goedgekeurde, bedrae aan die betrokke lid of begunstigdes te betaal uit die geld wat aan die Fonds teruggeval het.

6. RENTE EN BONUSSE

(1) Op 28 Februarie elke jaar moet die surplus (as daar is) verkry word deur die totale bedrag van—

- (a) die uitgawes vir die administrasie van die Fonds tot en met 28 Februarie van daardie jaar;
- (b) rente gekrediteer aan lede wat bystand gedurende daardie jaar ontvang het; en
- (c) sodanige bedrae as wat in subklousule (4) hiervan gemeld word;

af te trek van die som van die bedrae wat gedurende die vorige jaar soos volg opgeleë het, naamlik:

- (i) Rente op beleggings;
- (ii) bystand verbeur deur lede van die Fonds toe hulle die Nywerheid verlaat het voordat hulle vir volle bystand gekwalifiseer het;
- (iii) alle geld in klousule 1 (2) (e) van hierdie Hoofstuk bedoel; en
- (iv) die saldo oorgebring na die toewysing van rente en bonusse.

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

three years after the death of a member, be entitled in its absolute discretion, to make payments to the dependant(s) concerned out of the moneys which have reverted to the Fund.

(5) If a member has received benefits to which he is not entitled under the provisions of this Chapter and the matter is not dealt with in the manner set out in clause 4 (4) of this Chapter, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit, it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

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

(7) Nothing contained in this Chapter shall in any way affect the right of any member or his dependant(s) to claim compensation or damages in respect of workmen injured or dying from any accident arising out of an accident in the course of his employment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(8) (a) If any benefit due and payable, other than benefits due and payable to dependant(s) in terms of subclause (4) of this clause, is not claimed within two years from the due date thereof, the Management Committee shall, after the expiry of the two-year period, insert and advertisement, in both official languages, in not more than three successive issues of three daily newspapers circulating in the Republic of South Africa, advising that a schedule is available for scrutiny at the offices of the Council by members of the dependant(s) of such members who left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule and calling upon such member or his dependant(s) to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement and to furnish full details of the grounds upon which such claims are made. The Committee shall, after the last date upon which claims may be submitted, consider such claims and may pay to a member or, if no claims are received from a member, to his dependant(s) who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, as it may deem fit: Provided that such payment shall be made to dependant(s) if the order of preference contained in the definition of "dependant" as defined in clause 3 of Chapter 1 of this Agreement.

(b) Should no claim have been received from a member or his dependant(s) within a period of three months, the Fund shall supply the trade union with copies of the schedule of such unclaimed moneys. The trade union shall within a further period of three months try to trace the member(s) or dependant(s) where known. Should no claim have been received from a member or his dependant(s) within a period of six months from the date of the last insertion of the advertisement in terms of paragraph (a) hereof, the benefit shall be forfeited to the Fund as moneys which the fund has become entitled to in terms of clause 1 (2) (e) of this Chapter, for the benefit of the remaining members, and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, however, in the event of a claim being received within a period of five years, from the date of termination of services of a member in the Industry, be entitled in its absolute discretion to make payment to the member or beneficiaries concerned out of the moneys that have reverted to the Fund.

6. INTEREST AND BONUSES

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

- (a) the expenses for the administration of the Fund up to and including 28 February of that year;
- (b) any interest credited to members who received benefits during that year; and
- (c) such moneys as are referred to in subclause (4) hereof;

from the sum of the following accruals during the previous year:

- (i) Interest from investments;
- (ii) benefits forfeited by members of the Fund upon leaving the Industry before qualifying for full benefits;
- (iii) any moneys referred to in clause 1 (2) (e) of this Chapter; and
- (iv) any balance carried forward after the allocation of interest and bonuses.

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

(3) (a) As daar na die mening van die Bestuurskomitee 'n groot genoeg saldo oorbly nadat die totale bedrag aan rente, gekrediteer ingevolge subklousule (2) hiervan, afgetrek is van die surplus in genoemde subklousule gemiddeld, moet die bedrag wat in die krediet van die lid staan, verhoog word by wyse van 'n bonus wat op die volgende wyse bereken word:

Gemelde saldo moet vasgestel word as 'n persentasie van die totale bedrag wat op 28 Februarie in die krediet van lede se eie bydraerelings in die Fonds staan. Die persentasie aldus vasgestel, moet daarna vermenigvuldig word met die totale bedrag wat in die krediet van die lid se eie bydraerelings staan en die resultaat aldus verkry, is dan sy bonus.

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

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

(d) Na die toewysing van rente en bonusse ingevolge onderskeidelik subklousules (2) en (3) van hierdie klousule, en ingeval hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand vóór die eersvolgende 28 Februarie, is 'n lid geregtig op rente vanaf 28 Februarie onmiddellik vóór die datum van betaling, tot sodanige datum van betaling. Die rentekoers is dié wat die Komitee vasstel ooreenkomstig subklousule (2) van hierdie klousule.

(4) Die Bestuurskomitee moet bystand van lede herstel wat verbeurd verklaar is weens geen fout van hulle kant nie, as gevolg van foute in opgewas van werkgewers of persoonsverwarring by die administrasie van die Fonds.

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

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

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

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

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

(3) 'n Vakature wat ontstaan in die raad van trustees, saamgestel kragtens subklousule (2) van hierdie klousule, moet op dieselfde wyse gevul word as wat in daardie subklousule bepaal word.

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

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

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

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

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dié toewys aan die lede se rekenings op die wyse in klousule 6 van hierdie Hoofstuk voorgeskryf;

(3) (a) If, in the opinion of the Management Committee, a balance of sufficient proportions remains after deducting the total sum of interest credited in terms of subclause (2) hereof from the surplus referred to in the said subclause, the amount standing to the credit of the member shall be increased by way of a bonus arrived at in the following manner:

The said balance shall be determined as a percentage of the total amounts standing to the credit in the Fund of members' own contribution accounts as at 28 February. The percentage thus ascertained shall thereupon be multiplied by the total amount standing to the credit of the member's own contribution account and the figures so obtained shall be his bonus.

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

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

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

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

7. EXPIRY OF AGREEMENT. DISSOLUTION OF COUNCIL AND LIQUIDATION

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

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

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

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

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

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

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

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

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

(c) after deduction of all amounts owing and expenses, determine and allocate the net improvement or shortfall of the Fund to the members' accounts in the manner prescribed in clause 6 of this Chapter;

(d) ná hierdie finale toewysing ingevolge paragraaf (c) hiervan die bedrae in die krediet van die lede se rekenings aan sodanige lede uitbetaal asof hulle by aftrede die Nywerheid verlaat het.

(6) Ondanks andersluidende bepalings in hierdie Hoofstuk word die bystand verbeur waarop lede ingevolge subklousule (5) (d) hiervan geregtig geword het maar wat hulle nie binne ses maande opgeëis het na die datum waarop sodanige bystand verskuldig en betaalbaar geword het nie, en moet dit, eerstens, in die Siektebystandsgenootskap vir Natalse Meubelwerkers inbetaal word, en as die Genootskap nie meer bestaan nie, dan in die Sterftebystandvereniging vir Natalse Meubelwerkers. Met dien verstande egter dat die Raad die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na goedgekeurde aan die betrokke begunstigdes betalings te doen uit die geld wat aan die fondse van die Raad verbeur is.

(7) Ingeval sowel die Vereniging as die Genootskap reeds gekwalifiseer is, moet geld wat kragtens subklousule (6) hiervan verbeur is in die algemene fondse van die Raad inbetaal word. Met dien verstande egter dat die Raad die bevoegdheid het om, ingeval 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het soos in subklousule (6) hiervan gespesifiseer, na goedgekeurde aan die betrokke begunstigdes betalings te doen uit die geld wat aan die fondse van die Raad verbeur is.

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

HOOFSTUK III

1. SIEKTEBYSTANDSGENOOTSKAP VIR NATALSE MEUBELWERKERS

(1) Die Siektebystandsgenootskap vir Natalse Meubelwerkers word hierby voortgesit.

(2) Die geld van die Genootskap bestaan uit—

- (a) alle gelde wat in die krediet van die Genootskap oorgeplaas word op die datum waarop hierdie Ooreenkoms van krag word;
- (b) die bydraes wat ooreenkomstig klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Genootskap oorgedra word;
- (c) rente verkry uit die belegging van geld van die Genootskap; en
- (d) alle ander geld waarop die Genootskap geregtig word of wat aan die Genootskap geskenk word.

2. DOELSTELLINGS

(1) Die doelstellings van die Genootskap is om by wyse van bydraes en skenkings fondse in te samel en in stand te hou ten einde aan lede ooreenkomstig hierdie Hoofstuk van hierdie Ooreenkoms en die regulasies en, behoudens klousule 5 van hierdie Hoofstuk, aan hul afhanklikes mediese, snykundige, tandheelkundige en oogkundige diens en behandeling te verskaf, asook medisyne, verbande, geriewe, behandeling in hospitale of verpleeginrigtings wanneer vry beddens in 'n hospitaal ooreenkomstig die betrokke provinsiale ordonnasie nie beskikbaar is nie en dit 'n dringende geval is; om siektebesoldiging aan lede te verskaf en sodanige ander bystand en hulp as wat die Mediese Komitee van tyd tot tyd bepaal en om stappe te doen ter voorkoming van siekte en ter verbetering en bevordering van lede en hul afhanklikes se gesondheid.

(2) In verband met die verwesenliking van bogemelde doelstellings kan die Genootskap—

- (a) kontrakte aangaan met sodanige dokters, verpleegsters, aptekers en ander persone as wat hy wesenlik ag, asook hulle retineer of in diens neem;
- (b) 'n hospitaal, verpleeginrigting, hersteloor of dergelike inrigting of 'n spreekkamer of apteek oprig en/of dryf;
- (c) kontrakte aangaan met 'n hospitaal, verpleeginrigting, hersteloor of 'n dergelike inrigting vir die versorging van lede en hul afhanklikes;
- (d) kontrakte aangaan met 'n oogkundige, tandarts, farmaseut of ander persoon vir die verskaffing van dienste, oogkundige benodigdhede, medisyne, kunsgebitte, verbande en drogerie;
- (e) roerende en, behoudens die goedkeuring van die Registrateur, vaste eiendom verkry en/of geboue oprig en/of in stand hou;
- (f) amalgameer of verenig met of wederkerig saamwerk met enige ander organisasie of liggaam wie se doelstellings geheel en al of gedeeltelike soortgelyk is aan dié van die Genootskap.

(3) Verder kan die Genootskap alle sodanige ander dinge doen as wat gepaard gaan met of bevorderlik is vir die verwesenliking van die doelstelling, of wat gepaard gaan met enigeen van die bevoegdhede of funksies in hierdie Hoofstuk van die Ooreenkoms bedoel.

3. LIDMAATSKAP

(1) (a) Behoudens klousule 1 (2) van Hoofstuk I, bestaan die lede van die Genootskap uit—

- (i) werknemers wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisasie;
- (ii) vakleerlinge en/of kantoorwerkers wat lede van die vakvereniging is en in diens is by lede van die werkgewersorganisasie.

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

(6) Notwithstanding anything to the contrary contained in this Chapter, should any benefits to which members have become entitled in terms of subclause (5) (d) not be claimed within six months from the date upon which such benefits become due and payable, the benefits shall be forfeited, and shall be paid, firstly, into the Natal Furniture Workers' Sick Benefit Society and, if the Society is no longer in existence, then into the Natal Furniture Workers' Mortality Benefit Association: Provided that the Council shall, however, in the event of a claim being received within a period of three years from the date upon which such benefits became due, be entitled in its absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have been forfeited to the funds of the Council.

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

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

CHAPTER III

1. NATAL FURNITURE WORKERS' SICK BENEFIT SOCIETY

(1) The Natal Furniture Workers' Sick Benefit Society is hereby continued.

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

- (a) any moneys which may be transferred to the credit of the Society as at the date of coming into operation of this Agreement;
- (b) the contributions diverted to the Society in terms of clause 4 (5) of Chapter II of this Agreement;
- (c) interest derived from the investment of any moneys of the Society; and
- (d) any other moneys to which the Society may become entitled or which may be donated to the Society.

2. OBJECTS

(1) The objects of the Society shall be to raise and maintain funds by contributions and donations for the purpose of providing, in accordance with the provisions of this Chapter of this Agreement and the regulations, members and, subject to clause 5 of this Chapter, their dependants with medical, surgical, 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 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 Medical 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—

- (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, dentist, pharmacist or any other person for the supply of services, optical requirements, medicines, dentures, dressings and drugs;
- (e) acquire movable and, subject to the approval of the Registrar, immovable property and/or erect and/or maintain buildings;
- (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 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 referred to in this Chapter of the Agreement.

3. MEMBERSHIP

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

- (i) employees who are members of the trade union and who are employed by members of the employers' organisation;
- (ii) apprentices and/or office employees who are members of the trade union and who are employed by members of the employers' organisation.

(b) Ondanks paragraaf (a) hiervan staan lidmaatskap verder, na goeddunke van die Mediese Komitee, oop vir enige ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgevers toegestem het om die bydraes te doen wat in Hoofstuk II van hierdie Ooreenkoms bepaal word.

(2) Lidmaatskap van die Genootskap eindig sodra 'n lid die Nywerheid verlaat, ongeag die bydraes wat reeds gedoen is.

(3) Lede wat na 20 jaar diens uit die Nywerheid aftree weens hoë ouderdom of liggaamlike ongeskiktheid, soos gestaaf deur 'n mediese sertifikaat, of weduwees van oorlede lede kan toegelaat word om steeds deel te hê aan die bystand wat die Genootskap bied, op sodanige grondslag en voorwaardes rakende bydraes aan die Genootskap en andersins as wat die Mediese Komitee van tyd tot tyd voorskryf.

(4) Hierdie klousule is nie van toepassing op persone wat in die Nywerheid werksaam is en wat afhanklikes van lede van hierdie of 'n ander mediese skema is nie.

4. LEDE SE KLAGTES

(1) Enige klag teen die Mediese Komitee of enige beampte of dienaar daarvan moet skriftelik gerig word aan die Raad wat die bevoegdheid het om 'n oordeel te vel en wie se beslissing finaal is.

(2) Klagtes teen mediese personeel moet by die Mediese Komitee ingedien word, wat op sy beurt genoemde klagtes moet verwys na 'n komitee aangestel om sodanige klagtes te ondersoek en wat bestaan uit persone aangestel uit eersgenoemde Komitee se geledere, tesame met die Hoof-Mediese Beampte. Die komitee van ondersoek moet daarna sy bevindings aan die Mediese Komitee voorleë.

5. TOELATING VAN AFHANKLIKES

Ondergemelde persone word op die voorwaardes hieronder uiteengesit as afhanklikes van 'n lid toegelaat:

- (a) 'n Lid se vrou, en sy kinders onder die ouderdom van 18 jaar (met inbegrip van wettig aangenome en pleegkinders), behoudens sodanige bewys as wat die Mediese Komitee vereis aangaande die vraag of hulle geheel en al van sodanige lid afhanklik is;
- (b) elke ander persoon wat na goeddunke van die Mediese Komitee geheel en al van 'n lid afhanklik is: Met dien verstande dat niemand as 'n afhanklike van 'n lid toegelaat word—
 - (i) wat nie tot tevredenheid van die Mediese Komitee medies gekeur is nie;
 - (ii) wat 'n inkomste van meer as R50,00 per maand het nie;
 - (iii) wat buite die Republiek van Suid-Afrika woon nie; en/of
 - (iv) wat nie gewoonlik by die betrokke lid inwoon nie: Met dien verstande dat die Mediese Komitee in spesiale gevalle en op sodanige voorwaardes as wat hy van tyd tot tyd bepaal iemand wat nie aldus inwoon nie as 'n afhanklike kan toelaat.

6. LIDMAATSKAPKAARTE

(1) Aan elke lid moet 'n kaart uitgereik word as bewys van lidmaatskap. Op versoek moet hierdie kaart getoon word aan elke persoon wat aan 'n lid of afhanklike ooreenkomstig hierdie Hoofstuk dienste lewer waarvoor die Genootskap geheel en al of gedeeltelik aanspreeklik is.

(2) Lede moet die sekretaris van die Genootskap binne 30 dae in kennis stel van—

- (a) 'n verandering in die huwelikstaats 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 dood, die bereiking van die ouderdom van 18 jaar of die huwelik van 'n afhanklike;
- (d) 'n afhanklike wat 'n loon of pensioen van meer as R50,00 per maand ontvang;
- (e) verandering van adres; en
- (f) verandering van paneeldokter.

(3) In die geval van (a) of (b) van subklousule (2) hiervan moet die huwelik- of geboortsertifikaat en/of bewys van wettige aanneming ingedien word.

(4) Lidmaatskapkaart moet in eerste instansie gratis uitgereik word, maar as 'n kaart verlore raak, moet R1 deur die betrokke lid aan die Genootskap vir die vervanging van die kaart betaal word.

(5) 'n Nuwe uitreiking van lidmaatskapkaart kan van tyd tot tyd na goeddunke van die Komitee gedoen word.

(6) Lidmaatskapkaart bly te alle tye die eiendom van die Genootskap en moet by beëindiging van lidmaatskap aan die Genootskap terugbesorg word.

(7) Die Genootskap moet die lid se paneeldokter in kennis stel van alle veranderinge in die lid se besonderhede wat kragtens subklousule (2) hiervan aan die Genootskap verstrek is.

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

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

(3) Members who retire from the Industry after 20 years of service owing to old age or physical inability as substantiated by a medical certificate 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 Medical Committee may from time to time prescribe.

(4) The provisions of this clause shall not apply to persons who are engaged in the Industry and who are dependants of members of this or any other medical scheme.

4. MEMBERS' COMPLAINTS

(1) Any complaint against the Medical Committee or any official or servant thereof shall be made in writing 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 Medical Committee, which in turn shall refer the said complaints to a committee appointed to investigate such complaint consisting of persons appointed from the members of the first-named Committee together with the Chief Medical Officer. The investigating committee shall thereupon report its findings to the Medical Committee.

5. 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 the member's children under the age of 18 years (including legally adopted and foster children), subject to such proof as the Medical Committee may require of their being wholly dependent on such member;
- (b) any other person who at the discretion of the Medical Committee, is wholly dependant on a member: Provided that no person shall be admitted as a dependant of any member—
 - (i) who has not passed a medical examination to the satisfaction of the Medical Committee;
 - (ii) who is in receipt of an income in excess of R50,00 per month;
 - (iii) who is resident outside the Republic of South Africa; and/or
 - (iv) who does not normally reside with the member concerned: Provided that in special cases the Medical Committee may on such conditions as it may lay down from time to time, admit as a dependant a person so resident.

6. MEMBERSHIP CARDS

(1) 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 Chapter and for which the Society may be liable in whole or in part.

(2) Members shall advise the secretary of the Society within 30 days of—

- (a) any change in the marital status 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 R50,00 per month;
- (e) a change of address; and
- (f) a change of panel doctor.

(3) In the case of (a) or (b) of subclause (2) hereof, the marriage or birth certificate and/or evidence of legal adoption must be produced.

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

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

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

(7) The Society shall advise the member's panel doctor of any change in the member's particulars supplied to the Society in terms of subclause (2) hereof.

7. BYDRAES

(1) Bydraes deur verpligte lede betaal, moet kragtens klousule 4 (5) van Hoofstuk II aan die Genootskap oorgedra word uit die bydraes waarvoor voorsiening gemaak word in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms en voorgeskryf in die betrokke kolom van Aanhangsel A van hierdie Ooreenkoms, en wel soos volg:

- (a) Lede, vakleerlinge en leerlinge wie se gewone weekloon nie meer is as 75 persent van die voorgeskrewe minimum loon vervat in paragraaf I (i) van Bylae A van die Hoofdooreenkoms nie, R3,50 per week, wat bestaan uit R1,75 uit die lid se bydraes en R1,75 uit die werkgever se bydraes;
 - (b) lede, vakleerlinge en leerlinge wie se gewone weekloon meer is as 75 persent van die voorgeskrewe minimum loon vervat in paragraaf I (i) van Bylae A van die Hoofdooreenkoms, R3,80 per week, wat bestaan uit R1,90 uit die lid se bydraes en R1,90 uit die werkgever se bydraes.
- (2) Die bydraes van ander as verpligte lede is R3,80 per week en is maandeliks aan die Sekretaris van die Genootskap vooruitbetaalbaar.

8. BYSTAND

(1) Ondanks andersluidende bepalings hierin, word lede en hul afhanklikes nie geregtig op bystand waarvoor in hierdie klousule voorsiening gemaak word nie, tensy sodanige lede minstens 13 weke lank bydraes aan die Genootskap betaal het.

(2) Van alle lede en afhanklikes wat woonagtig is binne 'n gebied waarin 'n dokter deur die Mediese Komitee aangestel is, word vereis om van die dienste van sodanige dokter gebruik te maak, en van alle lede en afhanklikes word ook vereis om gebruik te maak van die dienste van aptekers met wie die Mediese Komitee 'n kontrak aangegaan het vir die opmaak van voorskrifte.

(3) Die Mediese Komitee het die bevoegdheid om te verklaar dat die behandeling van 'n chroniese siekte waaraan 'n lid of 'n afhanklike ly ná behandeling van 26 weke nie langer die aanspreeklikheid van die Genootskap is nie, asook om die bystand op te skort ten opsigte van werklose lede wat agt weke lank nie tot die Genootskap bygedra het nie.

(4) 'n Lid en sy afhanklikes is geregtig op die volgende bystand:

- (a) Mediese behandeling (uitgesonderd bevallings of komplikasies wat daaruit voortvloei), maar slegs by die dokter se spreekkamer of by wyse van dagbesoeke. Vir nagbesoeke moet die lid betaal. As die dokter die nagbesoek 'n noodgeval beskou, moet die dokter betaal word en die kwitansie moet behoorlik deur die paneeldokter geëndosseer en aan die eis om terugbetaling geheg word. Hierdie geld mag hoogstens R10,00 beloop;
- (b) spesialisdienste (uitgesonderd verloskundige dienste), met die toestemming van die Hoof- Mediese Beampte van die Genootskap of sy plaasvervanger;
- (c) operasies (as dit uitgevoer word deur die Genootskap se chirurgie of met hul toestemming), maar uitgesonderd operasies in klousule 10 van hierdie deel van die Ooreenkoms bedoel.

Met dien verstande dat die totale koste van die dienste in paragrawe (a), (b) en (c) hierbo vermeld hoogstens R750 in 'n bepaalde jaar mag beloop;

- (d) mediese verbande en medisyne en/of drogerie waarvoor die Bestuurskomitee besluit: Met dien verstande dat die lid 25 persent van die totale koste van sodanige medisyne en drogerie betaal, plus 'n eerste R1,00 per voorskrif as dié medisyne deur die dokter toebereid word: Voorts met dien verstande dat die totale koste wat ingevolge hierdie paragraaf ten opsigte van 'n lid en sy afhanklikes deur die Genootskap betaalbaar is hoogstens R300 elke 12 maande is;
- (e) oogkundige dienste, uitgesonderd dié in paragraaf (j) hiervan bepaal, soos die Mediese Komitee besluit;
- (f) na goeiddunke van die Mediese Komitee, 'n *ex gratia*-bydrae tot mediese koste—
 - (i) terwyl die lid en/of sy afhanklike(s) in 'n provinsie van die Republiek van Suid-Afrika reis; of
 - (ii) terwyl die lid en/of sy afhanklike(s) tydelik in 'n ander gebied woon as die gebied waarin hulle gewoonlik woonagtig is;
- (g) akkommodasie in 'n hospitaal of verpleeginrigting (wanneer dit 'n dringende geval is en vry beddens in 'n hospitaal onverkrygbaar is);
- (h) sodanige ander dienste wat van tyd tot tyd deur die Mediese Komitee ingestel word;
- (i) siektebesoldiging slegs in die geval van 'n lid kragtens klousule 9 van hierdie Hoofstuk;
- (j) (i) die koste van 'n bril ten opsigte van 'n lid, tot 'n maksimum van R85,00 een maal elke twee jaar;
- (ii) die koste van 'n bril vir 'n lid se afhanklikes, tot 'n maksimum van R85,00 een maal elke twee jaar, maar slegs indien die lid minstens twee jaar tot die Siektbystandsgenootskap bygedra het.

Met dien verstande dat die Genootskap slegs R5,00 vir die oogtoets betaal, R20,00 vir die raam en geen terugbetaling ten opsigte van die brilhuisie nie;

7. CONTRIBUTIONS

(1) Contributions by compulsory members shall be diverted in terms of clause 4 (5) of Chapter II to the Society from the contributions provided for in clause 4 (1) (a) of Chapter II of this Agreement and prescribed in the relevant columns of Annexure A to this Agreement as follows:

- (a) Members, apprentices and learners whose normal weekly wage does not exceed 75 per cent of the minimum wage prescribed in paragraph I (i) in Schedule A of the Main Agreement, R3,50 per week, made up of R1,75 from the contributions of the member and R1,75 from the contributions of the employer;
- (b) members, apprentices and learners whose normal weekly wage exceeds 75 per cent of the minimum wage prescribed in paragraph I (i) in Schedule A of the Main Agreement, R3,80 per week, made up of R1,90 from the contributions of the member and R1,90 from the contributions of the employer.

(2) Contributions by other than compulsory members shall be R3,80 per week, payable monthly in advance to the Secretary of the Society.

8. BENEFITS

(1) Notwithstanding anything herein contained, members and their dependants shall not become entitled to any of the benefits provided for in this clause unless such members have contributed not less than 13 weeks' contributions to the Society.

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

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

(4) A member and his dependants shall be entitled to the following benefits:

- (a) Medical attendance (excluding confinements or complications arising therefrom), but only at the doctor's consulting room or by day visits. Night visits shall be paid for by the member. If the doctor considers the night call an emergency, the doctor must be paid and the receipt suitable endorsed by the panel doctor and attached to a claim for a refund. This fee shall not exceed R10,00;
- (b) specialists' services (excluding obstetrics), with the consent of the Chief Medical Officer of the Society or his deputy;
- (c) operations (if performed by the Society's surgeons or with their approval), but excluding operations referred to in clause 10 of this part of the Agreement:

Provided that the total cost of the services referred to in paragraphs (a), (b) and (c) above shall not exceed R750 in any one year;

- (d) medical dressings and such medicines and/or drugs as may be decided upon by the Management Committee: Provided that the member shall pay 25 per cent of the total cost of such medicines and drugs, plus an initial R1,00 per prescription when such medicine is dispensed by the doctor: Provided further that the total cost payable by the Society in terms of this paragraph in respect of a member and his dependant(s) shall be limited to R300 for every 12 months;
- (e) optical services other than those provided for in paragraph (j) hereof, as may be decided by the Medical Committee;
- (f) at the entire discretion of the Medical Committee, an *ex gratia* contribution towards medical expenses—
 - (i) whilst the member and/or his dependant(s) is/are journeying in any province of the Republic of South Africa; or
 - (ii) whilst the member and/or his dependant(s) is/are temporarily resident in an area other than the area where they are 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 Medical Committee;
- (i) sick pay in the case of a member only in terms of clause 9 of this Chapter;
- (j) (i) cost of spectacles in respect of a member, subject to a maximum of R85 once every two years;
- (ii) cost of spectacles for a member's dependants, subject to a maximum of R85 once every two years, provided the member had contributed to the Sick Benefit Society for at least two years.

Provided that the Society shall only pay R5 for the eye test, R20 for the frame and no refund in respect of the glass case;

- (k) (i) die koste van kunsgebite ten opsigte van 'n lid en/of sy afhanklikes tot 'n maksimum van R150,00 een maal elke vyf jaar;
- (ii) 80 % van die tarief ingevolge die Wet op Mediese Skemas, 1967, ten opsigte van tandheelkundige ondersoek, behandeling en snykunde, tot—
- (aa) hoogstens R75,00 per jaar ten opsigte van 'n lid;
- (ab) hoogstens R75,00 per jaar ten opsigte van 'n lid se afhanklikes, maar slegs indien die lid minstens twee jaar tot die Siektebystandsgenootskap bygedra het:

Met dien verstande dat vir goud- en ander stoppels betaal moet word teen die tarief vir gewone stoppels (d.w.s. sement, silikaat of 'n dergelike allooi): Voorts met dien verstande dat die Genootskap nie vir kroon- en brugwerk betaal nie;

- (l) ingeval 'n lid se geregistreerde afhanklikes op die platteland woon, kan hulle 'n geregistreerde praktisyn raadpleeg: Met dien verstande dat die totale koste wat hulle aldus aangaan hoogstens R100 per jaar behoort. Die mediese koste aldus aangegaan, moet terugbetaal word wanneer die eis daarvoor, tesame met die amptelike kwitansie en/of 'n afskrif van die voorskrif, aan die Genootskap vir betaling voorgelê word.

9. SIEKTEBESOLDIGING

(1) 'n Lid ten opsigte van wie bydraes deur die Genootskap ontvang word en wat weens siekte verplig is om van die werk af weg te bly, is behoudens kousules 3 en 5 van die regulasies geregtig op siektebesoldiging vir hoogstens 30 werkdag gedurende enige 12 kalendermaande soos in onderstaande tabel uiteengesit:

	Daaglikse siektebesoldigingstarief
Waar die gewone weekloon hoogstens 75 persent is van die minimum loon in paragraaf I (i) van Bylae A van die Hoofvooreen-koms voorgeskryf	10 persent van 75 persent van die minimum voorgeskrewe loon, afgerond na die naaste 50 sent.
Waar die gewone weekloon meer as 75 persent is van die minimum loon in paragraaf I (i) van Bylae A van die Hoofvooreen-koms voorgeskryf	10 persent van die minimum voorgeskrewe loon, afgerond na die naaste 50 sent.

(2) 'n Lid is geregtig op siektebesoldiging vir die eerste drie dae in B.O.D.-gevalle (besering op diens), maar slegs waar die Ongevallekomis-saris betaling maak ten opsigte van die restant van die tydperk van afwesig-heid.

(3) Vir die berekening van siektebesoldiging word Saterdag en Sondag en openbare vakansiedae met besoldiging nie as werkdag geag nie.

(4) Siektebesoldiging is aan 'n lid betaalbaar slegs by voorlegging aan die Genootskap van 'n ingevulde amptelike doktersertifikaat insake siekte-besoldiging wat in Aanhangel A van die regulasies voorgeskryf word.

(5) Geen siektebesoldiging word gedurende die sluitingstydperk betaal nie.

10. BEPERKING VAN BYSTAND

(1) Sonder benadeling van kousules 8 en 9 van hierdie Hoofstuk is dienste wat deur lede en hul afhanklikes vereis word in verband met enige-een van die volgende nie 'n aanspreeklikheid van die Genootskap nie:

- (a) Siekte wat voortspruit uit wanordelike gedrag, wangedrag, oormatige gebruik van alkohol of sterk drank, of misbruik van dwelmmiddels of iets dergeliks;
- (b) voortdurende van siekte in gevalle waar 'n lid of afhanklike weier om 'n redelike opdrag of aanbeveling van sy mediese dokter na te kom;
- (c) toevallige of opsetlike besering wat na die mening van die Mediese Komitee nie die Genootskap ten laste behoort te kom nie, of toeval-lige of opsetlike besering waarvoor 'n derde party aanspreeklik is vir die betaling van vergoeding en dit wel betaal, of wat deur versekering gedek is tot die bedrag van sodanige vergoeding of dekking, na gelang van die geval;
- (d) beserings as gevolg van aanranding of motorongelukke waar 'n gesertifiseerde polisiesverslag nie aan die Genootskap voorgelê word nie;
- (e) beserings of beroepsiektes wat 'n lid opdoen terwyl hy op diens is, vir sover 'n werkgever voorsiening vir behandeling maak;
- (f) siekte tydens militêre diens of waarvoor die militêre owerhede ver-antwoordelikheid aanvaar het;
- (g) operasies uit eie keuse;
- (h) die verskaffing van patentmedisyne en antibiotika waaroor die Mediese Komitee besluit;
- (i) spesiale behandeling wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel word;

- (k) (i) cost of dentures in respect of a member and/or his dependants, subject to a maximum of R150 once every five years;
- (ii) 80 per cent of the tariff laid down in terms of the Medical Schemes Act, 1967, in respect of dental examination, treatment and surgery up to—
- (aa) a maximum of R75 per annum in respect of a member;
- (ab) a maximum of R75 per annum in respect of a member's dependants, provided such member had contributed to the Sick Benefit Society for at least two years:

Provided that gold and other fillings shall be paid for at the rate of ordinary fillings (i.e. cement, silicate or similar alloy): Provided further that the cost of crowning and bridging shall not be a charge upon the Society;

- (l) in the event of a member's registered dependants residing in the rural areas, they may consult a registered practitioner: Provided that the total expenses so incurred by the dependants shall not exceed R100 per annum. The medical expenses so incurred shall be refunded when the claim in respect thereof, accompanied by an official receipt and/or a copy of the prescription, is submitted to the Society for payment.

9. SICK PAY

(1) A member in respect of whom contributions are received by the Society and who through illness is compelled to absent himself from work shall, subject to clauses 3 and 5 of the regulations, be entitled to sick pay up to a maximum of 39 working days during any 12 calendar months as laid down in the following table:

	Daily rate of sick pay
Normal weekly wage not in excess of 75 per cent of the minimum wage prescribed in paragraph I (i) of Schedule A of the Main Agreement	10 per cent of 75 per cent of the minimum wage prescribed, rounded off to the nearest 50 cent.
Normal weekly wage in excess of 75 per cent of the minimum wage prescribed in paragraph I (i) of Schedule A of the Main Agreement	10 per cent of the minimum wage prescribed, rounded off to the nearest 50 cent.

(2) A member shall be entitled to payment of sick pay for the first three days in I.O.D. cases (injury on duty), where the Workman's Compensation Commissioner does make payment for the remainder of the period of absence.

(3) Saturday and Sunday and paid public holidays shall, for the purposes of sick pay calculations, not be considered to be working days.

(4) Sick pay shall only be payable to a member upon presentation to the Society of a completed official sick pay medical certificate prescribed in Annexure A of the regulations.

(5) No sick pay will be paid during the closed period.

10. LIMITATION OF BENEFITS

(1) Without prejudice to the provisions of clauses 8 and 9 of this Chapter, services 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, indulgence in alcohol or intoxicating liquor, or the misuse of 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 Medical Committee, should not be a charge against 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 arising from assaults or motor accidents where a certified police report is not submitted to the Society;
- (e) injuries received or occupational diseases contracted by a member whilst on duty, to the extent to which an employer provides for treatment;
- (f) sickness whilst on military service or for which the military authorities have accepted responsibility;
- (g) operations of choice;
- (h) the supply of patent medicines and such antibiotics as may be determined by the Medical Committee;
- (i) special treatments recommended by persons other than a registered medical practitioner;

- (j) kraam- en/of verloskundige gevalle en/of *sequelae*;
- (k) geestesiektes;
- (l) geslagsiektes;
- (m) hartoperasies wat na die mening van die Mediese Komitee die Genootskap onredelik baie sal kos;
- (n) rekenings wat meer as vier maande na die datum waarop die aanspreeklikheid aangegaan is, vir betaling voorgelê word;
- (o) nie-paneeldokters (behalwe in noodgevalle);
- (p) chroniese pasiënte [vergelyk klousule 8 (3)]: Met dien verstande dat hierdie beperking nie 'n lid se aanspraak op siektebesoldiging soos in klousule 9 vervat, raak nie.

(2) As die bedrag in die krediet van die Genootskap te eniger tyd benede 'n derde van die vorige jaar se jaarlikse uitgawes aan bystand aan lede, of R10 000, daal, naamlik die grootste bedrag, moet betalings kragtens klousule 8 van hierdie Hoofstuk gestaak word, en nie hervat word nie voordat die bedrag in die krediet van die Genootskap meer is as die waarde van die eise ter hand, plus R10 000 of 'n derde van die vorige jaar se jaarlikse uitgawes aan bystand, naamlik die grootste bedrag.

11. MEDIESE BEHANDELING

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

12. BESTUUR

(1) Die administrasie en beheer van die Genootskap berus by 'n Mediese Komitee waarvan die lede deur die Raad aangestel word. Die sekretaris van die Genootskap word deur die Raad kragtens klousule 4 van Hoofstuk I van hierdie Ooreenkoms of in 'n ere- of in 'n besoldigde hoedanigheid aangestel.

(2) Die Mediese Komitee bestaan uit ses lede en/of plaasvervangers van die Raad (van wie drie werknemer- en drie werkgewervertreterwoordigers moet wees) en die Voorsitter en Ondervoorsitter van die Raad, wat *ipso facto* Voorsitter en Ondervoorsitter van die Mediese Komitee is.

(3) Die Raad kies uit sy lede en/of plaasvervangers, plaasvervangers vir die vernaamste lede van die Mediese Komitee wat hy aangestel het.

(4) Lede en plaasvervangers van die Mediese Komitee beklee hul amp vir 'n tydperk van 12 maande, waarna hulle heraangestel kan word.

(5) As daar te eniger tyd 'n geskil ontstaan oor die administrasie van die Genootskap waarvoor lede van die Mediese Komitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

13. BEVOEGDHEDE EN PLIGTE VAN DIE MEDIESE KOMITEE

Die Mediese Komitee bepaal die beleid van die Genootskap en administreer die algemene sake en werksaamhede van die Genootskap ooreenkomstig hierdie Hoofstuk, en by die uitoefening van hierdie funksies moet die Mediese Komitee alle sodanige stappe doen as wat hy nodig ag, of wat hy beskou as bevorderlik vir of wat hom sal help in die bereiking van sodanige doelstelling. In die besonder kan die Mediese Komitee—

- (a) van tyd tot tyd soveel van die geld van die Genootskap belê as wat nie onmiddellik nodig is om die verpligtings van die Genootskap na te kom nie, op die wyse voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms; en
- (b) die bates van die Genootskap te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;
- (c) behoudens goedkeuring van die Raad, 'n lid van sy lidmaatskap van die Genootskap onthef—
 - (i) as hy skriftelik aansoek om sodanige ontheffing doen; of
 - (ii) as dit in belang van die Genootskap is.

14. FINANSIËLE BEHEER

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

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

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

(4) Alle geld wat nie nodig is om lopende betalings en uitgawes te dek nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(5) Die boekjaar van die Genootskap sluit op 30 Junie elke jaar.

(6) So spoedig moontlik na 30 Junie elke jaar moet die Mediese Komitee 'n staat laat opstel van alle inkomste en uitgawes van die Genootskap en 'n balansstaat wat die bates en laste toon vir die tydperk van 12 maande geëindig 30 Junie, wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Genootskap medeonderteken en tesame met enige verslag deur die ouditeur daarvoor aan die Raad voorgelê moet word.

- (j) maternity and/or obstetrical cases and/or *sequelae*;
- (k) mental ailments;
- (l) venereal disease;
- (m) heart operations which in the opinion of the Medical Committee will involve the Society in unreasonable expense;
- (n) accounts submitted for payment more than four months after the date on which such liabilities were incurred;
- (o) non-panel doctors (except in emergencies);
- (p) chronic patients [refer clause 8 (3)]: Provided that his limitation shall not affect a member's entitlement to sick pay as provided for in clause 9.

(2) If at any time the amount to the credit of the Society drops below a third of the previous year's annual expenditure on benefits to members, or R10 000, whichever amount is the greater, payment in terms of clause 8 of this Chapter shall cease and shall not be resumed until the amount to the credit of the Society exceeds the value of the claims on hand, plus R10 000 or a third of the previous year's annual expenditure on benefits, whichever is the greater amount.

11. MEDICAL TREATMENT

The Medical 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 whom it may nominate.

12. MANAGEMENT

(1) The administration and control of the Society shall be vested in a Medical Committee, the members of which shall be appointed by the Council. The secretary of the Society shall be appointed by the Council in terms of clause 4 of Chapter I of this Agreement, either in an honorary or a paid capacity.

(2) The Medical Committee shall consist of six members and/or alternates of the Council (three of whom shall be employee representatives and three employer representatives) and the Chairman and Vice-Chairman of the Council, who shall *ipso facto* be the Chairman and Vice-Chairman of the Medical Committee.

(3) The Council shall choose, from amongst its members and/or alternates, alternates to the principal members of the Medical Committee which it has appointed.

(4) Members and alternates of the Medical Committee shall hold office for a period of 12 months, whereafter they shall be eligible for reappointment.

(5) Should a dispute arise at any time as to the administration of the Society in regard to which members of the Medical Committee are equally divided, the matter shall be referred to the Council for a decision.

13. POWERS AND DUTIES OF THE MEDICAL COMMITTEE

The Medical 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 Chapter and, in so doing, the Medical 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 Medical Committee may—

- (a) from time to time invest so much of the moneys of the Society as is not immediately required to meet the obligations of the Society, in the manner prescribed in clause 2 (6) of Chapter II of this Agreement; and
- (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, remove any member from membership of the Society—
 - (i) if he applies in writing for such removal; or
 - (ii) if it is in the interest of the Society.

14. FINANCIAL CONTROL

(1) A banking account shall be opened with the Council's bankers in the name of the Society. The Medical Committee shall have the power to open and operate such other banking accounts in the name of the Society 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 delay.

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

(4) Any moneys not required to meet current payments and expenses shall be invested in the manner prescribed in clause 2 (6) of Chapter II of this Agreement.

(5) The financial year of the Society shall end on 30 June of each year.

(6) As soon as possible after 30 June of each year, the Medical Committee shall cause to be prepared 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 30 June, which shall be certified by the auditor and countersigned by the Chairman of the Society and submitted, together with any report by the auditor thereon, to the Council.

(7) Die geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Raad en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag, Pretoria, voorgelê word.

15. LIKWIDERING VAN DIE GENOOTSKAP

(1) Indien hierdie Ooreenkoms verstryk weens verloop van tyd of om 'n ander rede beëindig word en geen daaropvolgende Ooreenkoms binne 12 maande na die datum van verstryking van hierdie Ooreenkoms aangegaan word om die werksaamhede van die Genootskap voort te sit nie of indien die Genootskap nie binne 12 maande na genoemde verval datum deur die Raad na 'n ander fonds oorgedra word wat vir dieselfde doel ingestel is nie, moet met die Genootskap gehandel word op die wyse in subklousule (3) bepaal. Die Genootskap moet gedurende gemelde tydperk van 12 maande deur die Mediese Komitee geadminestreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Genootskap steeds deur die Mediese Komitee geadminestreer word. Vakatures wat in die Komitee ontstaan, kan deur die Registrateur gevul word uit werkgewers en werknemers in die Nywerheid. Ingeval die Mediese Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Genootskap na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyl nog twee persone moet koöpteer van wie een 'n lid van die Genootskap of 'n besoldigde beampte van die vakvereniging is en die ander een 'n lid van die werkgewersorganisasie of 'n besoldigde beampte daarvan, en tesame is hierdie persone die trustees by wie die bevoegdheid, regte en pligte van die Mediese Komitee berus. Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet daar met die Genootskap gehandel word soos in subklousule (3) bepaal.

(3) (a) Die Mediese Komitee of trustees, na gelang van die geval, moet, na verstryking van die tydperk van 12 maande in subklousule (1) bedoel of na verstryking van die Ooreenkoms ingevolge subklousule (2), steeds die Genootskap administreer en bystand verskaf aan lede, uitgesonderd siekte-besoldiging waarvoor in klousule 9 voorsiening gemaak word, asof die Ooreenkoms nog van krag was, tot tyd en wyl die geld in die krediet van die Genootskap tot die bedrag daal wat in klousule 10 (2) van hierdie Hoofstuk gespesifiseer word, en as dit gebeur, moet die Genootskap ingevolge paragraaf (b) hiervan deur die Mediese Komitee of die trustees, na gelang van die geval, gelikwideer word.

(b) Ingeval die Genootskap kragtens hierdie subklousule gelikwideer word, moet die bedrag wat oorbly na die betaling van alle krediteure, laste en skulde van die Genootskap, aan die vakvereniging betaal word, in verhouding tot die bedrag van bydraes oorgedra ten opsigte van lede van die vakvereniging, om die vakvereniging te help om weer 'n siektebystandskema in te stel. As die vakvereniging nie meer bestaan nie, moet daar oor die geld wat aan hom kragtens hierdie subklousule betaal moet word, beskik word ooreenkomstig artikel 13 van die Wet asof dit deel van die bates van die vakvereniging uitmaak.

(4) As die Mediese Komitee, trustees of die vakvereniging redelike grond daarvoor het dat die Genootskap te eniger tyd gedurende die administrasie van die Genootskap kragtens subklousule (3) (a) ontbind moet word, moet die Genootskap, ondanks subklousule (3) (a), gelikwideer word op die wyse in subklousule (3) (b) uiteengesit.

HOOFSTUK IV

1. STERFTEBYSTANDSVERENIGING VIR NATALSE MEUBELWERKERS

(1) Die Vereniging bekend as die "Sterftebystandsvereniging vir Natalse Meubelwerkers" word hierby voortgesit.

(2) Die geld van die Vereniging bestaan uit—

- (a) alle geld wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die krediet van die Vereniging oorgeplaas word;
- (b) die bydraes wat kragtens klousule 4 (5) van Hoofstuk II van hierdie Ooreenkoms aan die Vereniging oorgedra word;
- (c) rente verkry uit die belegging van geld van die Vereniging; en
- (d) ander geld waarop die Vereniging geregtig word of wat aan die Vereniging geskenk word.

2. DOELSTELLINGS

(1) Die doel van die Vereniging is om voorsiening te maak vir bystand aan 'n afhanklike van 'n lid van die Vereniging ingeval sodanige lid te sterwe kom. Vir die toepassing van hierdie Hoofstuk beteken "afhanklike", met betrekking tot 'n lid, na die goeddunke van die Komitee een of meer van die volgende:

- (a) Sy weduwee; en/of
- (b) sy minderjarige kind en/of minderjarige stiefkind; en/of
- (c) iemand anders wat geheel en al van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is;
- (d) 'n begunstigde deur 'n lid benoem waar daar op die datum van benoeming geen afhanklike bestaan nie: Met dien verstande dat as daar wel 'n afhanklike is soos in (a) of (b) genoem, die benoeming van 'n begunstigde as ongeldig beskou word.

(7) 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 of Manpower, Pretoria.

15. LIQUIDATION 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 for the purpose of continuing the operation of the Society or the Society not being transferred by the Council to any other fund constituted for the same purpose within 12 months from the date of expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3). The Society shall during the said 12-month period be administered by the Medical Committee.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period during which this Agreement is binding in terms of section 34 (2) of the Act, the Society shall continue to be administered by the Medical Committee. Any vacancy occurring on the Committee may be filled by the Registrar from employers and employees in the Industry. In the event of the Medical Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society impracticable or undesirable in the opinion of the Registrar, he may appoint a person who shall forthwith co-opt two more persons, one being a member of the Society or a paid official of the trade union 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 the powers, rights and duties of the Medical Committee shall vest. If there is no Council in existence upon expiry of this Agreement, the Society shall be dealt with in the manner provided for in subclause (3).

(3) (a) The Medical Committee or trustees, as the case may be, shall after the expiry of the 12-month period referred to in subclause (1) or after the expiry of the Agreement in terms of subclause (2), continue to administer the Society and provide benefits to members, excluding sick pay provided for in clause 9, as if the Agreement remained in operation, until such time as the moneys standing to the credit of the Society fall to the amount specified in clause 10 (2) of this Chapter, in which event the Society shall be liquidated by the Medical Committee or the trustees, as the case may be, in terms of paragraph (b) hereof.

(b) In the event of the liquidation of the Society in terms of this subclause, any amount left over after payment of all creditors, liabilities and debts of the Society shall be paid to the trade union, in proportion to the amount of contributions diverted in respect of members of the trade union, to assist it in the re-establishment of a sick benefit scheme. Should the trade union no longer be in existence, the moneys to be paid over to it in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though it formed part of the assets of the trade union.

(4) Should the Medical Committee, trustees or the trade union have any reasonable cause for the Society to be dissolved at any time during the administration of the Society in terms of subclause (3) (a), the Society shall, notwithstanding the provisions of subclause (3) (a), be liquidated in the manner set out in subclause (3) (b).

CHAPTER IV

1. NATAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

(1) The Association known as the "Natal Furniture Workers' Mortality Benefit Association" is hereby continued.

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

- (a) any moneys which may be transferred to the credit of the Association as at the date of coming into operation of this Agreement;
- (b) the contributions diverted to the Association in terms of clause 4 (5) of Chapter II of this Agreement;
- (c) interest derived from the investment of any moneys of the Association; and
- (d) any other moneys to which the Association may become entitled or which may be donated to the Association.

2. OBJECTS

(1) The objects of the Association shall be to provide benefits for a dependant of a member of the Association in the event of the death of such member. For the purposes of this Chapter, "dependant", in relation to a member, shall mean, at the discretion of the Committee, any one or more of the following:

- (a) His widow; and/or
- (b) his minor child and/or minor step-child; and/or
- (c) any other person wholly dependent upon such member and who satisfies the Committee that he is so dependent;
- (d) a beneficiary nominated by a member where at the date of nomination there is no dependant: Provided that should a dependant under (a) or (b) be established, the nomination of a beneficiary shall be deemed invalid.

(2) Behoudens goedkeuring van die Raad, is die Komitee se beslissing oor wie die afhanklikes van die afgestorwe lid ingevolge hierdie klousule is, finaal.

3. LIDMAATSKAP

(1) (a) Behoudens klousule 1 (2) van Hoofstuk I bestaan die lede van die Vereniging uit alle werknemers (uitgesonderd los werknemers) vir wie lone in die Hoofdooreenkoms voorgeskryf word en uit vakleerlinge.

(b) Ondanks paragraaf (a) hiervan, staan lidmaatskap voorts, na goeddunke van die Komitee, ook oop vir alle ander persone wat in die Nywerheid werksaam is, uitgesonderd los werknemers, wat verkies om lede te word en ten opsigte van wie hul werkgewers ingestem het om die bydraes te betaal waarvoor daar in klousule 4 van Hoofstuk II van hierdie Ooreenkoms voorsiening gemaak word.

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

- (a) sodra die bydraes ten opsigte van sodanige lid nie betaal word nie; of
- (b) wanneer 'n lid sy bande met die Nywerheid verbreek, en die afhanklike van sodanige voormalige lid is daarna nie geregtig op die bystand wat in klousule 5 van hierdie Hoofstuk voorgeskryf word nie.
- (3) Ondanks andersluidende bepalings in subklousule (2) hiervan, eindig lidmaatskap nie wanneer die bydraes gestaak word nie weens—
 - (a) die bereiking, deur 'n lid, van die leeftyd van 65 jaar;
 - (b) werkloosheid wat na die mening van die Komitee, wie se beslissing finaal is, nie veroorsaak is deur onwilligheid om te werk nie;
 - (c) die onvermoë van 'n lid om te werk weens swak gesondheid;
 - (d) korttyd.

4. BYDRAES

Die bydraes wat ten opsigte van elke lid betaalbaar is, is 40c per week en moet—

- (1) ten opsigte van 'n lid in klousule 3 (1) (a) van hierdie Hoofstuk bedoel, kragtens klousule 4 (5) van Hoofstuk II in gelyke dele oorge-dra word uit die bydraes wat in klousule 4 (1) (a) van Hoofstuk II van hierdie Ooreenkoms voorgeskryf word; en
- (2) ten opsigte van 'n lid in klousule 3 (1) (b) van hierdie Hoofstuk bedoel, weekliks deur sy werkgewer afgetrek word van die lid se loon en maand vir maand aan die sekretaris van die Vereniging gestuur word.

5. STERFTEBYSTAND

(1) By die dood van 'n lid wat ten tyde van sy dood nie die leeftyd van 65 jaar bereik het nie en namens wie die Vereniging bydraes tot op die dag van sy dood ontvang het, of wat nie die leeftyd van 65 jaar bereik het nie en bydraes tot die Vereniging om die redes uiteengesit in klousule 3 (3) (b) en (d) gestaak het, word die sterftebystand wat behoudens klousule 6 aan die afhanklike betaalbaar is, bereken volgens Kolom A van onder tabel. Insge-lyks word die sterftebystand wat aan die lid betaalbaar is by die dood van 'n vrou of kind van 'n lid, waar die Vereniging bydraes namens sodanige lid tot op die dag van sodanige dood ontvang het, behoudens klousule 6 bereken volgens Kolom B en/of C van onderstaande tabel:

BYLAE

	A Lid	B Vrou	C Elke kind
Tot op 2 jaar	R500	—	—
2 jaar plus	R600	R120	R120
3 jaar plus	R800	R160	R160
4 jaar plus	R1 000	R200	R200
5 jaar plus	R1 200	R240	R240
6 jaar plus	R1 400	R280	R280
7 jaar plus	R1 600	R320	R320
8 jaar plus	R1 800	R360	R360
9 jaar plus	R2 000	R400	R400
10 jaar plus	R2 200	R440	R440
11 jaar plus	R2 400	R480	R480
12 jaar plus	R2 600	R520	R520
13 jaar plus	R2 800	R560	R560
14 jaar plus	R3 000	R600	R600
15 jaar plus	R3 200	R640	R640
16 jaar plus	R3 400	R680	R680
17 jaar plus	R3 600	R720	R720
18 jaar plus	R3 800	R760	R760
19 jaar plus	R4 000	R800	R800
20 jaar ouer	R4 200	R840	R840

(2) As 'n gestorwe lid geen afhanklike(s) het nie, kan die Komitee na goeddunke 'n aansoek om 'n *ex gratia*-betaling ten opsigte van die begraf-niskoste van sodanige gestorwe lid oorweeg. Met dien verstande dat as die Komitee sou besluit om sodanige betaling te doen, dit hoogstens R250 mag bedra in die geval van lede in subklousule (1) bedoel. Die Komitee se beslissing ten opsigte van sodanige aansoek is finaal.

(2) The Committee's decision as to whom the dependants of the deceased member are in terms of this clause shall, subject to the approval of the Council, be final.

3. MEMBERSHIP

(1) (a) Membership of the Association shall, subject to the provisions of clause 1 (2) of Chapter I, consist of all employees (other than casual employees) for whom a wage is prescribed in the Main Agreement and of apprentices.

(b) Notwithstanding the provisions of paragraph (a) hereof, membership shall further, at the discretion of the Committee, be open to any other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have consented to make the contributions provided for in clause 4 of Chapter II of this Agreement.

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

- (a) immediately there is a cessation of contributions in respect of such member; or
- (b) when a member severs his connection with the Industry, and the dependant of such former member shall thereupon not be entitled to the benefits prescribed by clause 5 of this Chapter.

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

- (a) a member attaining the age of 65 years;
- (b) unemployment which in the opinion of the Committee, whose decision shall be final, was not occasioned by an unwillingness to work;
- (c) the inability of the member to work because of ill health;
- (d) short-time.

4. CONTRIBUTIONS

The contributions payable in respect of each member shall be 40c per week and shall—

- (1) in respect of a member referred to in clause 3 (1) (a) of this Chapter, be diverted in equal proportions in terms of clause 4 (5) of Chapter I from the contributions prescribed in clause 4 (1) (a) of Chapter II of this Agreement; and
- (2) in respect of a member referred to in clause 3 (1) (b) of this Chapter, be deducted weekly by his employer from the wages of the member and forwarded month by month to the secretary of the Association.

5. MORTALITY BENEFITS

(1) Upon the death of a member who had not attained the age of 65 years at the time of his death and on behalf of whom the Association received the contributions up to the day of his death, or who has not attained the age of 65 years and who ceased to contribute to the Association prior to his death for the reasons specified in clause 3 (3) (b) and (d), the mortality benefits payable to the dependant shall, subject to clause 6, be in accordance with Column A of the table below. Likewise, upon the death of a wife or child of a member where the Association had received contributions up to the date of such death, the mortality benefits payable to the member shall, subject to clause 6, be in accordance with Column B and/or C of the following table:

SCHEDULE

	A Member	B Wife	C Each child
Up to 2 years	R500	—	—
2 years plus	R600	R120	R120
3 years plus	R800	R160	R160
4 years plus	R1 000	R200	R200
5 years plus	R1 200	R240	R240
6 years plus	R1 400	R280	R280
7 years plus	R1 600	R320	R320
8 years plus	R1 800	R360	R360
9 years plus	R2 000	R400	R400
10 years plus	R2 200	R440	R440
11 years plus	R2 400	R480	R480
12 years plus	R2 600	R520	R520
13 years plus	R2 800	R560	R560
14 years plus	R3 000	R600	R600
15 years plus	R3 200	R640	R640
16 years plus	R3 400	R680	R680
17 years plus	R3 600	R720	R720
18 years plus	R3 800	R760	R760
19 years plus	R4 000	R800	R800
20 years and over	R4 200	R840	R840

(2) Should a deceased member have no dependant(s), the Committee may, in its discretion, consider an application for an *ex gratia* payment in respect of burial costs of such deceased member: Provided that should the Committee decide to make such payment, it shall not exceed the amount of R250 in the case of members referred to in subclause (1). The Committee's decision in regard to such application shall be final.

(3) As 'n gestorwe lid geen afhanklikes het nie, moet die Bestuurskomitee die bedrag wat die gestorwe lid sou ontvang het indien hy afhanklikes gehad het, min alle *ex gratia*-betalings wat ingevolge subklousule (2) gemaak is, oordra na 'n reserwe wat ingestel word vir die betaling van bystand aan die afhanklikes van nie-bydraende lede wat ten tyde van hul dood nie tot die Vereniging bygedra het nie om redes in klousule 3 (3) (a) en (c) uiteengesit.

(4) Afhangende van sodanige surplus as wat toegeval het aan die reserwe vir nie-bydraende lede wat ingevolge subklousule (3) ingestel is, moet die Komitee by die dood van 'n nie-bydraende lid in daardie subklousule bedoel, na gelang van sodanige gestorwe lid se tydperk van lidmaatskap waartydens hy bygedra het, besluit oor die bedrag van die sterftebystand wat na goedgeundke van die Komitee aan die afhanklike(s) van sodanige lid betaal moet word, welke bedrag hoogstens R1 000,00 mag wees.

(5) Indien die bedrag in die krediet van die reserwe vir nie-bydraende lede te eniger tyd tot onder R1 000,00 daal, moet betaling ingevolge subklousule (4) gestaak word. Betaling van bystand ingevolge subklousule (4) mag nie hervat word voordat die bedrag in die krediet van die reserwe vir nie-bydraende lede meer as R2 000,00 beloop nie.

(6) Indien die bedrag in die reserwe vir nie-bydraende lede meer as R1 000,00 is maar die totale bedrag in die krediet van die Vereniging tot onder R6 000 daal, mag daar ondanks subklousule (5) geen betalings gedoen word voordat daar aan die vereistes van klousule 6 (3) voldoen is nie.

(7) Die Bestuurskomitee kan na goedgeundke, benewens die geld in subklousule (3) bedoel, geld uit die Vereniging se opgelope fondse oordra na die reserwe vir nie-bydraende lede indien hierdie reserwe nie sy verpligting kan nakom nie: Met dien verstande dat die Vereniging se opgelope geld as gevolg van sodanige oordrag nie tot 'n bedrag van minder as R15 000 verminder word nie.

6. BEPERKING VAN BYSTAND

(1) Geen betaling mag ingevolge klousule 5 van hierdie Hoofstuk gedoen word nie, tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die datum van die dood of binne sodanige langer tydperk (van hoogstens drie jaar vanaf die datum van die dood van die betrokke lid) as wat die Komitee toelaat as hy daarvan oortuig is dat die verdrag van die aansoek veroorsaak is deur omstandighede buite die beheer van die aansoeker. Daarna val die bystand terug aan die Vereniging ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Vereniging nie.

(2) Die Vereniging is nie aanspreeklik vir die betaling van enige bystand nie, uitgesonderd na goedgeundke van die Komitee, in gevalle waar die eis voortvloei uit die dood—

- (a) terwyl hy kranksinnig of in 'n besope toestand was, as gevolg van selfmoord of poging tot selfmoord, opsetlike selfbesering, of vanweë selfverwonding met 'n vuurwapen;
- (b) terwyl hy betrokke was by of deelgeneem het aan lugvaart of die vliegkuns van watter aard ook al of as gevolg van die feit dat die lid in 'n vliegtuig was, uitgesonderd as 'n betalende passasier in 'n ten volle gelisensieerde standaardtype lugvaartuig in bedryf by 'n erkende lugredery op 'n gereelde lugroete of in 'n ten volle gelisensieerde standaardtype veelmotorige lugvaartuig in bedryf by 'n erkende huurvlugmaatskappy;
- (c) terwyl hy gery of bestuur het in watter soort wedren ook al of as gevolg van bergklim, Alpinse wintersport, yshokkie, hinderniswedrenne, polo, motorfietsry of die gebruik van bromponies en/of meganiese aangedrewe fietsse van watter aard ookal;
- (d) terwyl hy besig was met of deelgeneem het aan militêre, vloot- of lugmagdiensoperasies;
- (e) weens regstreekse of onregstreekse gevolge wat voortvloei uit oorlog, inval, vyandige optrede van buitelandse moondhede, vyandelikhede of oorlogshandeling (hetsy oolog verklaar is of nie), burgeroorlog, munitie, opstand, rebellie, revolusie, militêre of wederregtelik toegeënde mag, krygswet of staat van beleg, of terwyl hy besig was met of deelgeneem het aan verstoring van die openbare vrede of onluste of burgerlike oproerighede van watter aard ook al.

(3) As die bedrag in die krediet van die Vereniging te eniger tyd benede R12 500 daal, moet betalings ingevolge klousule 5 gestaak word en moet dit nie hervat word voordat die bedrag in die krediet van die Vereniging R25 000 te bowe gaan nie.

7. ADMINISTRASIE VAN DIE VERENIGING

(1) Die administrasie van die Vereniging berus by 'n Bestuurskomitee bestaande uit die Voorsitter en Ondervoorsitter van die Raad en, daarbenewens, drie werkgewervertreterende en drie werknemervertreterende wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke verteenwoordiger moet 'n plaasvervanger deur die Raad aangestel word. Die Voorsitter en Ondervoorsitter van die Raad is onderskeidelik die Voorsitter en Ondervoorsitter van die Komitee.

(2) Elke werkgewer moet die sekretaris in kennis stel van die dood van 'n lid in sy diens. Nadat hy inligting uit watter bron ook al oor die dood van 'n lid ontvang het, moet die sekretaris so gou moontlik die afhanklike(s) per brief of omsendbrief daarvan verwittig, met vermelding van die jongsbekende werkplek van die oorlede bydraer asook die feit dat bystand op aansoek opgeëis kan word by 'n adres deur die Bestuurskomitee bepaal.

(3) Where a deceased member has no dependant(s), the Management Committee shall transfer such amount the deceased member would have received had he had dependants, less any *ex gratia* payments made in terms of subclause (2), to a reserve created for the payment of benefits to the dependants of non-contributing members who at the time of their death were not contributing to the Association for reasons specified in clause 3 (3) (a) and (c).

(4) Depending upon such surplus accrued to the non-contributory members' reserve created in terms of subclause (3), the Committee shall, upon the death of a non-contributory member referred to in that subclause, decide in relation to such deceased member's period of contributory membership, upon the mortality benefits to be paid at the entire discretion of the Committee to the dependant(s) of such member, which amount shall not exceed R1 000,00.

(5) If at any time the amount to the credit of the non-contributory members' reserve falls below R1 000,00, payment in terms of subclause (4) shall cease. Payment of any benefits in terms of subclause (4) shall not be resumed until the amount to the credit of the non-contributory members' reserve exceeds R2 000.

(6) Notwithstanding the provisions of subclause (5), should the amount in the non-contributory members' reserve exceed R1 000,00, but the total amount to the credit of the Association fall below R6 000,00 no payment shall be made until the requirements of clause 6 (3) have been complied with.

(7) The Management Committee may in its discretion transfer moneys, in addition to the moneys referred to in subclause (3), from the Association's accumulated funds to the non-contributory members' reserve should this reserve not be able to meet its commitments: Provided that the Association's accumulated moneys shall by such transfer not be reduced to an amount of less than R15 000.

6. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 5 of this Chapter, unless application therefor is made within a period of one year from the date of death or within such longer period (not exceeding three years from the date of death) as the Committee may allow if it is satisfied that the delay in making the application was caused by events beyond the control of the applicant, whereafter the benefits shall revert to the Association for the benefit of the remaining members, and there shall thereafter be no further claim against the Association.

(2) The Association shall not be liable to pay any benefits, other than at the discretion of the Committee, where the claim arises from death—

- (a) while insane or in a state of intoxication, by reason of suicide or attempted suicide, intentional self-inflicted injuries or because of self-inflicted gunshot wounds;
- (b) while engaged or taking part in aeronautics or aviation of any kind or resulting from the member being in any aircraft except as a fare-paying passenger in a fully licensed standard type of aircraft operated by a recognised airline or a regular air route or in a fully licensed standard type multi-engined aircraft operated by a recognised air charter company;
- (c) while riding or driving in any kind of race or resulting from mountaineering, Alpine winter sports, ice-hockey, steeplechasing, polo, motor cycling or the use of motor scooters and/or mechanically driven cycles of any descriptions;
- (d) while engaged or taking part in military, naval or air force service operations;
- (e) from any consequences arising directly or indirectly from war, invasion, hostile acts of foreign power, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commitments of any kind.

(3) If at any time the amount to the credit of the Association drops below R12 500, payments in terms of clause 5 shall cease and shall not be resumed until the amount to the creditor of the Association exceeds R25 000.

7. ADMINISTRATION OF THE ASSOCIATION

(1) The administration of the Association shall be vested in a Management Committee consisting of the Chairman and Vice-Chairman of the Council together with three employer representatives and three employee representatives who shall be members of the Council and shall be appointed by the Council. For each representative an alternate shall be appointed by the Council. The Chairman and Vice-Chairman of the Council shall be the Chairman and Vice-Chairman of the Committee, respectively.

(2) Every employer shall notify the secretary of the death of any member in his employ. The secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant(s) by letter or circular stating the last known place of work of the deceased contributor and the fact that benefits may be claimed upon application at an address specified by the Management Committee.

(3) Ingeval die sekretaris nie in kennis gestel is van die jongste adres van 'n afhanklike nie en die Bestuurskomitee nie daartoe in staat is om die afhanklike by sy/haar jongsbekende adres op te spoor en geen eis om bystand wat ingevolge hierdie klousule verskuldig is, ingestel word binne 'n maand nadat bewys van die dood van 'n lid ontvang is nie, moet die Komitee 'n advertensie in albei amptelike tale plaas in drie agtereenvolgende uitgawes van hoogstens drie dagblaie wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n blad moet wees wat in omloop is in die distrik waarin die oorlede lid normaalweg woonagtig was, en in sodanige advertensie moet die jongsbekende werkplek van die gestorwe lid en die bekende naam/namen van afhanklikes en hulle jongsbekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvoeding op aansoek deur die afhanklikes by 'n adres deur die Komitee bepaal.

8. BEVOEGDHEDE EN PLIGTE VAN DIE KOMITEE

(1) Behoudens goedkeuring deur die Raad bepaal die Komitee die beleid van die Vereniging en administreer hy die algemene sake en werksaamhede van die Vereniging ooreenkomstig die bepalings van hierdie Hoofstuk, en by die uitoefening van hierdie funksies moet die Komitee al sodanige stappe doen as wat hy nodig ag, of wat hy ag bevorderlik te wees vir of wat sal help met die verwesenliking van sodanige oogmerk.

(2) Die Komitee moet alle inkomste van die Vereniging invorder, dit in ontvangs neem en alle geld aldus ontvang sonder versuim in 'n bankrekening deponeer wat op naam van die Vereniging geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle kontantgeld deur die Vereniging ontvang, en onttrekkings uit die Vereniging geskied per tjek wat deur sodanige persone as wat van tyd tot tyd deur die Raad gemagtig word, onderteken en deur die sekretaris van die Vereniging medeonderteken moet word.

In die besonder kan die Komitee—

- (a) die bates van die Vereniging te gelde maak, verkoop of andersins daarvoor beskik of daarmee handel;
- (b) 'n kontrak aangaan met 'n versekeringsmaatskappy, geregistreer ooreenkomstig Wet 27 van 1943, om alle of enige bystand te verseker wat in klousule 5 van hierdie Hoofstuk voorgeskryf word.

(3) Die Raad het die bevoegdheid om sy eie prosedurereëls vir die Komitee voor te skryf, te wysig en te verander en om reëls vir die administrasie van die Vereniging op te stel, te wysig en te verander. Met dien verstande dat sodanige reëls of 'n wysiging daarvan nie onbestaanbaar met hierdie Ooreenkoms of 'n ander wet mag wees nie. 'n Afskrif van die reëls en wysiging daarvan moet aan die Direkteur-generaal van Mannekrag gestuur word.

(4) Ingeval die Bestuurskomitee om watter rede ook al nie in staat is om sy pligte na te kom nie, moet die Raad sodanige pligte waarneem en sy bevoegdhede uitoefen.

(5) Ingeval 'n geskil te eniger tyd ontstaan oor die administrasie van die Vereniging waaroor lede van die Bestuurskomitee gelykop verdeel is, moet die saak vir beslissing na die Raad verwys word.

9. FINANSIËLE BEHEER

(1) Alle uitgawes wat in verband met die administrasie van die Vereniging aangegaan word, kom ten laste van die Vereniging.

(2) Alle geld wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, moet belê word soos voorgeskryf in klousule 2 (6) van Hoofstuk II van hierdie Ooreenkoms.

(3) Die boekjaar van die Vereniging sluit elke jaar op 30 Junie.

(4) So gou moontlik na 30 Junie elke jaar moet die Vereniging 'n staat opstel van alle inkomste en uitgawes van die Vereniging asook 'n balansstaat wat die bates en laste teen ten opsigte van die voorafgaande tydperk van 12 maande geëindig 30 Junie, wat deur die ouditeur gesertifiseer en deur die voorsitter van die Vereniging medeonderteken moet word en saam met die verslag van die ouditeur daarvoor aan die Raad voorgeleë moet word.

(5) Die geauditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande vanaf die sluiting van die tydperk waarop hulle betrekking het, aan die Direkteur-generaal van Mannekrag voorgeleë word.

10. ONTBINDING VAN DIE VERENIGING

(1) Klousule 7 (1) tot (4) van Hoofstuk II van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Vereniging.

(2) By likwidering van die Vereniging ingevolge klousule 7 (1) of (2) van Hoofstuk II van hierdie Ooreenkoms moet die Komitee, likwidateur of die trustees, na gelang van die geval—

- (a) onverwyld daartoe oorgaan om alle beleggings en bates van die Vereniging in kontantfondse om te skiep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;
- (b) alle krediteure, administrasie- en likwidasiekoste uit die fondse van die Vereniging betaal.

(3) Ondanks andersluidende bepalings in hierdie Hoofstuk moet alle geld, as daar geld daarna in die krediet van die Vereniging oorbly nadat dit ooreenkomstig subklousule (2) gelikwideer is, inbetaal word in die Siektbystandsgenootskap vir Natalse Meubelwerkers.

(3) In the event of the secretary not having been notified of the latest address of a dependant and the Management Committee not being able to trace the dependant at his/her last known address and no claim for benefits due in terms of this clause being made within a month of the proof of the death of a member, the Committee shall insert an advertisement, in both official languages, in three successive issues of not more than three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known name(s) of dependants and their last known addresses and the fact that benefits are available for collection upon application by the dependants at an address specified by the Committee.

8. POWERS AND DUTIES OF THE COMMITTEE

(1) Subject to the approval of the Council, the Committee shall direct the policy of the Association and administer the general business and activities of the Association, in accordance with the provisions of this Chapter, and in so doing the Committee shall take all such steps as if may deem necessary, or which it considers will be conducive towards or will assist in the attainment of such object.

(2) The Committee shall collect and receive all revenue of the Association and shall deposit all moneys so received without delay in a banking account opened in the name of the Association. An official receipt shall be issued for all cash moneys received into the Association and withdrawals from the Association shall be by cheque signed by such persons as may, from time to time, be authorised by the Council, and countersigned by the secretary of the Association.

In particular the Committee may—

- (a) realise, sell or otherwise dispose of or deal with any of the assets of the Association;
- (b) contract with an insurance company registered in terms of Act 27 of 1943, to underwrite all or any of the benefits prescribed in clause 5 of this Chapter.

(3) The Council shall have the power to prescribe, alter and amend its own rules of procedure for the Committee and to make, amend and alter rules governing the administration of the Association: Provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other Act. A copy of the rules and any amendment thereof shall be transmitted to the Director-General of Manpower.

(4) In the event of the Management Committee being unable to perform its duties for any reason, the Council shall perform such duties and exercise its powers.

(5) Should a dispute arise at any time as to the administration of the Association in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

9. FINANCIAL CONTROL

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

(2) Any moneys not required to meet current payments and expenses shall be invested as prescribed in clause 2 (6) of Chapter II of this Agreement.

(3) The financial year of the Association shall end on 30 June of each year.

(4) As soon as possible after 30 June of each year the Association shall prepare a statement of all revenue and expenditure of the Association and a balance sheet showing the assets and liabilities in respect of the preceding period of 12 months ended 30 June, which shall be certified by the auditor and countersigned by the Chairman of the Association and submitted to the Council with any report by the auditor thereon.

(5) The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period to which they relate, be submitted to the Director-General of Manpower.

10. DISSOLUTION OF THE ASSOCIATION

(1) The provisions of clause 7 (1) to (4) of Chapter II of this Agreement shall *mutatis mutandis* apply in respect of the Association.

(2) Upon the liquidation of the Association in accordance with the provisions of clause 7 (1) or (2) of Chapter II of this Agreement, the Committee, liquidator or the trustees, as the case may be, shall—

- (a) forthwith proceed to convert all investments and assets of the Association into cash funds and invest such cash on call within 30 days;
- (b) pay all creditors, administration and liquidation expenses from the funds of the Association.

(3) Notwithstanding anything to the contrary contained in this Chapter, should any moneys thereafter remain to the credit of the Association upon liquidation in accordance with subclause (2), such moneys shall be paid into the Natal Furniture Workers' Sick Benefit Society.

(4) Ingeval die Genootskap gelikwider is, moet die geld in subklousule (3) hiervan bedoel, wat in die krediet van die Genootskap betaal sou gewees het as dit nie gelikwider was nie, in die algemene fondse van die Raad inbetaal word.

(5) As die sake van die Raad reeds afgesluit en die saldo van die Raad se fondse verdeel is, moet die geld wat in subklousule (3) hiervan bedoel word, ingeval die Genootskap ook reeds gelikwider is, verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

AANHANGSEL A

Lys van totale aftrekkings en bydraes aan die Voorsorgfonds vir die Meubelnywerheid, Natal, die Siektebystandsgenootskap vir Natalse Meubelwerkers en die Sterftebystandsvereniging vir Natalse Meubelwerkers wat kragtens klousule 4 (1) (a) van Hoofstuk II van die Ooreenkoms gedoen moet word.

	A Weeklikse aftrekkings van werknemer se loon	B Weeklikse bydrae deur werkgever
Waar die gewone weekloon hoogstens 75 persent is van die minimum voorgeskrewe loon in paragraaf I (i) van Bylae A van die Hoof-ooreenkoms voorgeskryf	5 persent van die gewone loon, plus R1,95	5 persent van die gewone loon, plus R1,95.
Waar die gewone weekloon meer as 75 persent is van die minimum loon in paragraaf I (i) van Bylae A van die Hoof-ooreenkoms voorgeskryf	5 persent van die gewone loon, plus R2,10	5 persent van die gewone loon, plus R2,10.

Onderteken te Durban op hede die 22ste dag van April 1986.

P. G. MOSMANN,
Voorsitter.

A. W. AZAMALLY,
Ondervoorsitter.

J. S. OLIVIER,
Sekretaris.

(4) In the event of the Society having been liquidated, the moneys referred to in subclause (3) hereof, which would have been paid into the Society had it not been liquidated, shall be paid into the general funds of the Council.

(5) If the affairs of the Council have already been wound up and the balance of the Council's funds distributed, the moneys referred to in subclause (3) hereof shall, in the event of the Society also already having been liquidated, be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

ANNEXURE A

Schedule of total deductions and contributions to the Provident Fund for the Furniture Manufacturing Industry, Natal, the Natal Furniture Workers' Sick Benefit Society and the Natal Furniture Workers' Mortality Benefit Association to be made in terms of clause 4 (1) (a) of Chapter II of the Agreement.

	A Employee's weekly deductions from wage	B Employer's weekly contribution
Normal weekly wage not in excess of 75 per cent of the minimum wage prescribed in paragraph I (i) of Schedule A of the Main Agreement	5 per cent of normal wage, plus R1,95	5 per cent of normal wage, plus R1,95.
Normal weekly wage in excess of 75 per cent of the minimum wage prescribed in paragraph I (i) of Schedule A of the Main Agreement	5 per cent of normal wage, plus R2,10	5 per cent of normal wage, plus R2,10.

Signed at Durban this 22nd day of April 1986.

P. G. MOSMANN,
Chairman.

A. W. AZAMALLY,
Vice-Chairman.

J. S. OLIVIER,
Secretary.

INHOUD

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Mannekrag, Departement van Goewermenskennisgewings			
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