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DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 749

5 June 1998

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY KWAZULU-NATAL: EXTENSION OF PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION COLLECTIVE AGREEMENT TO NON-PARTIES

I, Tito Titus Mboweni, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the Furniture Manufacturing Industry, KwaZulu-Natal and is binding in terms of section 31 of the Labour relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry, with effect from **15 June 1998** and for the period ending 31 July 2001.

T. T. MBOWENI
Minister of Labour

SCHEDULE**BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-NATAL
PROVIDENT FUND AND MORTALITY BENEFIT ASSOCIATION****COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

KwaZulu-Natal Furniture Manufacturer's 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 Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal.

ARRANGEMENT OF AGREEMENT

<i>Clauses</i>	<i>Page</i>
CHAPTER I	
1. Scope of application of Agreement	3
2. Period of operation of Agreement	3
3. Definitions	3
4. Administration	5
5. Enforcement of Agreement	5
6. Resolution of disputes	5
7. Exemptions	5
8. Indemnity	7
9. General provisions	7
CHAPTER II	
10. Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal	8
11. Administration of the Fund	8
12. Membership	8
13. Contributions	9
14. Benefits	10
15. Interest and bonuses	12
16. Expiry of Agreement, dissolution of Council and liquidation	12
17. Transfer of benefits	13
CHAPTER III	
18. Natal Furniture Workers' Mortality Benefit Association	13
19. Objects	13
20. Membership	13
21. Contributions	14
22. Mortality benefits	14
23. Limitation of benefits	15
24. Administration of the Association	15
25. Powers and duties of Committee	16
26. Financial control	16
27. Dissolution of the Association	16
ANNEXURE A	17

CHAPTER 1**1. SCOPE OF APPLICATION OF AGREEMENT**

- (1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, KwaZulu-Natal—
- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed in the Furniture Manufacturing Industry;
 - (b) in Area A, which consists of the Magisterial Districts of Camperdown, 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; and
 - (d) in Area C, which consists of the remainder of the Province of KwaZulu-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 the coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any part 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 the 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 applications of this Agreement and who employs less than five employees at all times in or in connection with such business: Provided that working employers shall be regarded as employees for the purposes of establishing the number of employers in such business: Provided further that an employer who excluded by virtue of this paragraph and his employees may elect to participate in the funds provided for on a voluntary basis;
 - (e) the provisions of subclause (2) (d) shall not apply where an employer has more than four employees in his employ at the date of the coming into operation of this Agreement, and subsequently reduces his number of employees to less than five;
 - (f) notwithstanding the provisions contained in subclause (2) (d), an employer who has taken advantage of and enjoyed the exclusion contained therein may continue to do so for a period not exceeding three years and upon expiry of the three years period all the provisions of this Agreement shall apply to such employer and his employees.
 - (g) the terms of this Agreement shall not apply to non-parties in respect of clause 1 (1) (a).

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation in respect of the parties on 1 May 1998, and in respect of non-parties on such date as the Minister of Labour may extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 31 July 2001.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Labour Relations Act, 1995, 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, 1995 (Act No. 66 of 1995);

“**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 18 (1) of this Agreement;

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

“**benefit**” means an amount of money;

“**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 11 (1) (a) 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 24 hereof;

"contributions" means the moneys payable to the Fund in terms of clause 13 of this Agreement and/or moneys diverted to the Association in terms of clause 13 (5) in accordance with clause 21 (1) hereof;

"Council" means the Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal;

"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 are, shall be final;

"early retirement" means retrenchment after age 55;

"Fund" means the Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal, continued in terms of clause 10 of this Agreement;

"Fund week" means the period from midnight between Thursday and Friday to midnight between the following Thursday and Friday, or such other time as may be 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 material used, and shall include, *inter alia*, the following operations:

Repairing, upholstering, re-upholstering, staining, spraying or polishing, and/or repolishing, the 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, the 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 the 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, KwaZulu-Natal, published in terms of section 32 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"member" means an employee who has been admitted as a member of the Fund and/or Association in terms of clause 12 and clause 20 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 under 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;

"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 11 (1) (b) and clause 25 (3), respectively, of this Agreement;

"Secretary" means the Secretary appointed in terms of clause 4 hereof;

"trustee(s)" means the trustee(s) appointed in terms of clause 16, or clause 27 of this Agreement.

4. ADMINISTRATION

The Council shall appoint an auditor, a Secretary and a 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. ENFORCEMENT OF THE AGREEMENT

Any designated agent appointed by the Minister at the request of the Council shall assist in giving effect to the terms of this Agreement. A designated agent may approach an employer to permit such designated agent to enter his establishment and to institute such enquiries and to examine such documents, books, wage-sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

6. RESOLUTION OF DISPUTES

(1) The Council may appoint one or more specified persons and may nominate them for appointment by the Minister as designated agents to assist in giving effect to the terms of this Agreement.

(2) If there is a dispute about the interpretation or application, including the enforcement of any provision of the Agreement, any party to the dispute may refer the dispute in writing to the Council.

(3) The party who refers the dispute shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

(4) The Council shall attempt to resolve the dispute through conciliation.

(5) The Secretary of the Council may require a designated agent to investigate the dispute.

(6) The designated agent shall investigate the facts surrounding the dispute and if the designated agent has reason to believe that the Agreement has been breached, the designated agent may endeavour to secure compliance with the agreement through conciliation.

(7) The designated agent shall, within seven days, submit a written report to the Secretary, indicating the steps taken to secure compliance and the outcome thereof.

(8) If the dispute remains unresolved after 30 days, any party to the dispute may request the Secretary of the Council to refer the dispute to arbitration by an accredited agency appointed by the Council.

(9) If during the course of performing a designated agent's duties, the designated agent discovers what appears to be a breach of the Agreement, he shall—

(a) investigate the alleged breach;

(b) endeavour to secure compliance with the Agreement; and

(c) submit to the Secretary a report on the investigation, the steps taken to secure compliance, and the outcome thereof.

(10) On receipt of the report the Secretary may—

(a) require a designated agent to conduct further investigations; or

(b) if further conciliation is indicated, refer the matter to the Council for conciliation; or

(c) issue a compliance order; or

(d) refer the dispute to an accredited agency for arbitration.

(11) The Secretary may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Act.

(12) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce its Agreements.

7. EXEMPTIONS

(1) General:

(a) The Management Committee may grant exemption from any of the provisions of this Agreement for any good and sufficient reason, and if exemption has been applied for by a non-party to the Council and the independent body established in terms of subclause (2) hereunder, hereafter referred to as the Exemptions Board requests the Committee to do so, shall grant such exemption.

(b) All applications for exemption shall be in writing, in the prescribed form specified by the Committee from time to time and shall be addressed to the Secretary of the Council.

(c) All applications for exemption shall be substantiated and fully motivated and shall include the following particulars:

(i) The period for which exemption is required.

(ii) The relevant Agreement and clauses or subclauses of the Agreement from which exemption is required.

- (iii) Proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives. The responses resulting from such consultations, either in support of or against the application are to be included with the application.
- (d) The Committee or the Exemptions Board, as the case may be, shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Committee may, in the case of an exemption to a party employer or employee, and that the Exemptions Board may, in the case of an exemption to a non-party employer or employee, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.
- (e) The Secretary of the Committee shall issue to every person granted exemption a licence signed by the Chairman and the Secretary of the Committee setting out—
 - (i) the full name of the person concerned;
 - (ii) the provisions of the Agreement from which exemption is granted;
 - (iii) the conditions fixed in accordance with subclause (d);
 - (iv) the period for which the exemption will operate; and
 - (v) the reason for the exemption being granted.
- (f) The Secretary of the Committee shall—
 - (i) number consecutively all licences issued;
 - (ii) retain a copy of each licence issued; and
 - (iii) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(2) **Exemptions Board:**

- (a) *Establishment.*—In terms of Section 32 of the Act the Committee hereby establishes an independent body to be known as the Exemptions Board, to consider applications received from non-parties for exemption from any of the provisions of the Agreement for any good and sufficient reason.
- (b) *Composition of the Exemptions Board.*—The Exemptions Board (the Board) shall consist of a chairperson and four members, each of whom may have an alternate.
- (c) *Appointment of chairperson.*—The Board shall appoint as Chairperson of the Board a person who is not a party or a member of a party to the Council and who, in the opinion of the Council, will be generally acceptable to employees and employers in the Furniture Manufacturing Industry.
- (d) *Termination of appointment of chairperson.*—The office of chairperson shall become vacant if—
 - (i) he resigns from office;
 - (ii) he fails to attend two consecutive meetings of the Board without good cause;
 - (iii) he becomes a party to or a member of a party to the Council or a member of the Committee;
 - (iv) the vacation occurs for any reason recognised by law.
- (e) *Appointment of members of the Board.*—The Council on behalf of the Management Committee shall request the institutions listed in the Schedule promulgated from time to time in terms of section 207 to nominate members and alternates to the Board.
- (f) *Termination of membership of the Board.*—A member's position shall become vacant if—
 - (i) he resigns from office;
 - (ii) he fails to attend two consecutive meetings of the Board without good cause;
 - (iii) he becomes a party or a member of a party to the Council or a member of the Management Committee;
 - (iv) the vacation occurs for any reason recognised by law.
- (g) *Duties of chairperson.*—The Chairperson shall preside at all meetings of the Board, and in conjunction with the Secretary of the Board after consultation with the members, shall set the time, date and venue for meetings of the Board. He shall endeavour to ensure that members apply their minds properly to the granting of exemptions and that they comply with the requirements of clause 6 of this Agreement.
- (h) *Duties of the Board.*—The Board shall consider each application for exemption from the provisions of the Agreement with due regard to the criteria set out in subclause (2) (i) below, and shall decide whether the exemption applied for should be granted and, if so, under what conditions and for what period. In the event that less than two thirds of the members present who have the right to vote at the meeting at which the decision is to be taken, voting in favour of the application, such application for exemption shall be refused. The Board shall furnish clear reasons, in terms of the criteria set out in subclause (2) (i), as to why it has reached this decision. A decision shall be made within 30 days of the application having been referred, unless the applicant agrees to an extension of this period.

The Exemptions Board may request further information from either the applicant or the Council in order to arrive at a decision.

Should a member of the Board have any personal interest in the outcome of the exemption being considered he shall declare such interest prior to the consideration of the exemption.

(i) *Criteria to be applied by the Board when considering applications for exemption.*—The Exemptions Board shall apply the following criteria when considering applications for exemption:

- (i) The exemption applied for may not be in conflict with the primary objects of the Act.
- (ii) It shall not grant an exemption unless it has formed the opinion that failure to grant such exemption would seriously prejudice the applicant.
- (iii) It shall consider the interests of the Industry, taking into account whether the granting of the exemption—
 - (aa) would unfairly undermine the Collective Bargaining process;
 - (ab) would in general adversely affect job security;
 - (ac) would interfere with fair competition between manufacturers in the Industry;
 - (ad) would interfere with fair competition for jobs between workers in the Industry;
 - (ae) would encourage unfair exploitation of workers;
 - (af) would allow health and safety to be adversely affected;
 - (ag) would undermine training in the industry.
- (iv) In the event that the applicant is a manufacturer, the Board shall take into account how the granting of the exemption would affect the manufacturer's—
 - (aa) financial position;
 - (ab) competitive position;
 - (ac) productivity;
 - (ad) workers' job security;
 - (ae) workers' living standards; and
 - (af) workers' benefits in terms of the Bargaining Council Collective Agreements.
- (v) The Exemptions Board shall have regard to the degree to which the granting of an exemption would permit the exploitation of workers.
- (vi) The Exemptions Board shall have regard to the degree to which the granting of an exemption would affect the viability of funds or schemes operated by the Bargaining Council.
- (vii) The Board shall take into account whether the granting of the exemption would adversely affect labour relations at the sectoral level.

8. INDEMNITY

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

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

9. GENERAL PROVISIONS

(1) The benefits, rights or interests to which a member of the Fund or Association may claim to be entitled in terms of this Agreement shall not be used as grounds for damages in any action brought by such member against an 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 in respect of the Fund or Association or any contributions thereto, or any claim against the Council or the Management 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 or Association, as the case may be, and may be dealt with by the Committee concerned in a manner calculated, in the opinion of the Committee, to benefit such member or dependant.

CHAPTER II**10. THE PROVIDENT FUND FOR THE FURNITURE MANUFACTURING INDUSTRY, KWAZULU-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 "Provident Fund, Sick Benefit Society and Mortality Benefit Association", is hereby continued in so far as matters relating to the Provident Fund and Mortality Benefit Association for the Furniture Manufacturing Industry, KwaZulu-Natal, is concerned, is hereby continued under the name "Provident Fund for the Furniture Manufacturing Industry, KwaZulu-Natal".

(2) The Fund shall consist of—

- (a) moneys standing to the credit of the Fund at the date of the coming into operation of this Agreement;
- (b) the total weekly contributions of both employers and members paid into the Fund, less any amounts to be diverted in terms of clause 13 (5);
- (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.

11. 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 the rules governing the administration of the Fund: Provided that such rules or any amendment thereto 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 thereto shall be transmitted to the Director-General: Labour and the Commissioner of Inland Revenue.

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

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

(3) As soon as possible after 30 June of each year the Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ending 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 Registrar of Labour Relations, 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 person as may, from time to time, be authorised by the Council, and shall 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 any registered bank or financial institution; and/or
- (b) internal registered stock as contemplated in section 21 of the Exchequer Act, 1975 (Act No. 66 of 1975); and/or
- (c) any other manner approved by the Registrar.

(7) The Council shall be entitled to recover from an employer, on the appropriate attorneys' and client scale, all moneys disbursed by it in respect of legal fees and expenses incurred for the recovery of any moneys deducted by an employer from any moneys due to an employee but not paid over to the Council by such employer in terms of this Agreement.

12. MEMBERSHIP

(1) Subject to the provisions of clause 1 (2), 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 who are employed in the Industry and who elect to become members and in respect of whom their employers have consented to make the contributions prescribed in clause 13 of this Chapter.

(2) Membership shall cease when a member leaves the Industry permanently and has received all his benefits in terms of clause 14: Provided that where a member who has received all his benefits in terms of clause 14 is re-employed in the Industry after age 55, the contributions payable in terms of clause 13 (1) (a) shall be diverted to the member's credit in the Holiday Fund.

13. 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 wages of each and every member in his employ the amount specified in column A of Annexure A to this Agreement. To the amount so deducted the employer shall add a contribution as specified in column B of Annexure A to this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, should a member work for only two days or less during any one Fund week, no 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 payment 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 revert to the payment of contributions on the monthly basis provided for in terms of paragraph (a) hereof only upon being notified by the Council in writing.

(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 that 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 of the address and identity/reference number where available, of his dependant(s). Every member shall furnish his employer with any change of address of his 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 may remain unpaid, calculated at the rate of two 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 to the Fund erroneously, 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 for 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 in respect of members who are also members of the Society such contributions as are prescribed by the Council as agreed upon from time to time;
- (b) divert to the Mortality Benefit Association embodied in Chapter III of this Agreement such contributions as are prescribed in clause 13 in Chapter III of this Agreement.

14. BENEFITS

- (1) A member shall be entitled to payment of the benefits accrued to him in terms of this Chapter—
- (a) 12 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 12 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) 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; or
 - (iii) retrenchment after age 55, provided that re-employment is not available to the member.
- (2) (a) Subject to the provisions of clause 13 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 any 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 any bonuses credited to his own contributions, plus 25 per cent of the employer's contributions and any 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 any bonuses credited to his own contributions in terms of clause 15, plus 50 per cent of the total sum of the employer's contributions and any 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 any bonuses credited to his own contributions in terms of clause 15, plus 60 per cent of the total sum of the employer's contributions and any 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 any bonuses credited to his own contributions in terms of clause 15, plus 75 per cent of the total sum of the employer's contributions and any 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 any bonuses credited to his own contributions, plus the total sum of the employer's contributions and any interest credited in respect of that member.
- (b) A member referred to in subclause (1) (b) hereof shall, subject to the provisions of subclause 13 (5), 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 specified by the Committee.
- (b) When a member returns to the Industry before payment has been made in respect of an application for withdrawal of benefits, the application shall 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 10 (2) (e).
- (d) A member may nominate a beneficiary, who shall be a person other than a dependant, to receive the benefit accruing under the Fund at his death.
- (e) Any beneficiary nominated in terms of clause 14 (3) (d) shall be nominated in writing to the Fund: Provided that, in the event of a dispute arising as to the identity of a beneficiary, the Management Committee shall investigate the matter and shall come to such decision regarding payment of the benefit as it deems equitable: Provided further that the decision of the Management Committee in this regard shall be final.
- (4) (a) Every employer shall notify the Secretary of the death of any member in his employ within 10 days of such death having come to his notice.
- (b) Upon receipt of proof satisfactory to the Management Committee of the death of a member, the Fund shall pay the dependant or, if no dependant can be traced, the beneficiary nominated in terms of subclause (3) (d) and (e) of this clause, an amount equal to the aggregate amount of the member's and employer's contributions in respect of such member, plus any interest and bonuses credited thereto in terms of clause 15.
- (c) The estate of a deceased member shall have no claim against the Fund in respect of any amount paid in terms of paragraph (b) hereof.

(d) If the dependant or beneficiary is a minor, the Management Committee shall pay the benefit to such minor's legal guardian, to be used to the advantage and interest of the minor.

(e) A benefit payable by the Fund in respect of a deceased member shall not form part of the assets in the estate of such member, but shall be dealt with in the following manner:

- (i) The Secretary shall, as soon as possible after receiving information from any source of the death of a member, notify the member's dependant by letter, stating the last known place of work of the member and that the benefit may be claimed at an address specified by the Management Committee: Provided that, where there is more than one dependant, the benefit shall be paid in such proportions as the Management Committee may deem equitable;
- (ii) if the Fund does not become aware of or cannot trace any dependant of the member within a month of receiving proof of such member's death, the Management Committee shall place an advertisement in two official languages in three successive issues of three daily newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the last known place of work of the deceased member, the known address and that benefits are available for collection by the dependant at an address specified by the Management Committee;
- (iii) if the Fund does not become aware of or cannot trace any dependant of the member, or if the dependant does not claim the benefit within 12 months of the date of the last placement of the advertisement referred to in subparagraph (ii) hereof, and the member has nominated a beneficiary in terms of clause 14 (3) (d) and (e) above, the Secretary shall notify such beneficiary by letter, stating the last known place of work of the member and that benefits may be claimed at an address specified by the Management Committee;
- (iv) If the Fund does not become aware of or cannot trace the beneficiary, or if such beneficiary does not claim the benefits within 12 months of the date of the letter referred to in subparagraph (iii) above, or if no dependant has been traced and no beneficiary has been nominated, such benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 10 (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 three years after the death of a member, be entitled, in its absolute discretion, to make payments to the dependants or beneficiary 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 13 (4) 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 benefit or right to benefit shall be capable of being ceded, transferred assigned or otherwise made over, or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or 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 dependent(s) to claim compensation or damages in respect of workmen injured or dying from any accident arising out of and in the course of his employment, and the amount payable under this subclause shall not be reduced by reason of any payment that may be made as a result of such claim.

(8) (a) If any benefit which is due and payable, other than a benefit due and payable to a dependant or a beneficiary in terms of subclause (4) of this clause, is not claimed within two years of the due date thereof, the Management Committee shall, after the expiry of the two-year period, place an advertisement, in two official languages, in three successive issues of three daily newspapers circulating in the Republic of South Africa, advertising that a schedule is available for scrutiny at the offices of the Council by any members who may have left the Industry prior to and up to the due date of the unclaimed Provident Fund contributions reflected in the schedule, or by the dependants or beneficiaries of such members, and calling upon such members or their dependants or beneficiaries to submit claims for such benefits within a period of three months from the date of the last placement of the advertisement and to furnish full details of the grounds upon which such claims are made.

(b) 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 or beneficiary who has submitted a claim 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 the dependants in the order of preference contained in the definition "dependant" as defined in clause 3 of this Agreement: Provided further that payment shall only be made to a beneficiary if no claim is received from a dependant.

(c) Should no claim in terms of paragraph (a) hereof be received from a member or his dependant or beneficiary within a period of three months of the last placement of the advertisement, the Fund shall supply the trade union with copies of the schedule of such unclaimed moneys and the trade union shall, within a further period of three months, endeavour to trade the member or dependant or beneficiary concerned. Should no claim have been received from a member or his dependant or beneficiary within a period of six months of the date of the last placement of the advertisement, the benefits shall be forfeited to the Fund as moneys to which the Fund has become entitled in terms of clause 10 (2) (e) 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 five years of 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 dependant or beneficiary concerned out of the moneys that have reverted to the Fund.

15. INTEREST AND BONUSES

(1) As at 28 February of each year, the surplus (if any) shall be obtained by the deduction of 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, viz:

- (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 10 (2) (e); 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 specified 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) 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 of the members' own contributions accounts in the Fund as at 28 February. The percentage thus ascertained shall thereupon be multiplied by the total 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 the 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 their credit has become due and payable, or is subject to an application for withdrawal or to any of the procedures specified for the invitation of claims, or to forfeiture.

(d) After the allocation of interest and bonuses in terms of subclauses (2) and (3) of this clause respectively, and in the event of these benefits becoming due and payable, and upon payment of such benefit before the next succeeding 28 February, a member shall be entitled to interest as from the 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 the benefits of members which have been declared forfeit through no fault of their own by virtue of errors in the returns of employers or mistaken identity in the administration of the Fund.

16. 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 the period in which this Agreement is binding in terms of section 32 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 Council from employers and employees in the Industry, as the case may be, which shall ensure an equality of employer and employee representatives on the Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising which renders the administration of the Fund impracticable or undesirable, the Council 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. The Fund shall be liquidated upon the expiry of the Agreement by the Committee or the trustees, as the case may be, or in terms of section 61 (8) of the Labour Relations Act, 1995, whichever event occurs first.

(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, the liquidator or the trustees, as the case may be, shall—

- (a) forthwith proceed to convert all investments and assets of the Fund into cash 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 member's account in the manner specified in clause 15;
- (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 to the general funds of the Council: Provided 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 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) 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 be distributed as provided for in terms of the Council's Constitution, as if they formed part of the general funds of the Council.

17. TRANSFER OF BENEFITS

Where a member who has left the Industry in KwaZulu-Natal takes up employment in the area of jurisdiction of another bargaining council and such bargaining council administers an approved provident fund scheme, the rules of which provide for the acceptance of a transfer of benefits, such member may exercise the option of having the total of employee and employer contributions standing to his credit as at the date of his departure from the Industry transferred to his credit in the provident fund of such other bargaining council after 12 consecutive months of leaving the Industry, and the provisions of clauses 12 (2) and 14 shall not apply.

CHAPTER III

18. NATAL FURNITURE WORKERS' MORTALITY BENEFIT ASSOCIATION

(1) The Association formerly known as the "Natal Furniture Workers" Mortality Benefit Association, which was established in terms of Government Notice No. R. 1236 dated 8 July 1977, is hereby continued in as far as matters relating to the Natal Furniture Workers' Mortality Benefit Association is concerned.

(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 the coming into operation of this Agreement;
- (b) the contributions diverted to the Association in terms of clause 13 (5) 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.

19. 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; or
- (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) 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.

20. MEMBERSHIP

(1) (a) Membership of the Association shall, subject to the provisions of clause 1 (2), 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 all other persons engaged in the Industry, other than casual employees, who elect to become members and in respect of whom their employers have concented to make the contributions provided for in clause 13 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 specified by clause 22 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

21. CONTRIBUTIONS

The contributions payable in respect of each member shall be 60 c per week and shall—

- (1) in respect of a member referred to in clause 20 (1) (a), be diverted in equal proportions in terms of clause 13 (5) from the contributions prescribed in clause 13 (1) (a) of this Agreement; and
- (2) in respect of a member referred to in clause 20 (1) (b) be deducted weekly by his employer from the wages of the member and forwarded month by month to the Secretary of the Association.

22. 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 had 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:

- (a) the expenses for the administration of the Fund up to and including 28 February of that year:

SCHEDULE

	A	B	C
	Member	Spouse	Each child
	R	R	R
Up to 2 years	R500	—	—
2 years plus	750	300	200
3 years plus	1 000	300	200
4 years plus	1 500	300	200
5 years plus	1 800	400	240
6 years plus	2 100	400	280
7 years plus	2 400	400	320
8 years plus	2 700	450	360
9 years plus	3 000	450	400
10 years plus	3 300	500	480
11 years plus	3 600	500	480
12 years plus	3 900	600	520
13 years plus	4 200	650	560
14 years plus	4 500	700	600
15 years plus	4 800	750	640
16 years plus	5 100	800	680
17 years plus	5 400	850	720
18 years plus	5 700	900	760
19 years plus	6 000	950	800
20 years and over	6 300	1 000	840

(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 the 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) Where a deceased member has no dependant(s), the Management Committee shall transfer such amount as the deceased member would have received had he had dependants, less any *ex gratia* payments made in terms of subclause (2), to a reserve fund 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 20 (3) (a) and (c).

(4) Depending upon such surplus as may have accrued to the non-contributory members' reserve fund 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.

(5) If at any time the amount to the credit of the non-contributory members' reserve fund falls below R1 000, 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 fund exceeds R2 000.

(6) Notwithstanding the provisions of subclause (5), should the amount in the non-contributory members' reserve fund exceed R1 000, but the total amount to the credit of the Association fall below R6 000, no payment shall be made until the requirements of clause 23 (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 fund should this reserve fund not be able to meet its commitments: Provided that the Association's accumulated moneys shall not by such transfer be reduced to an amount of less than R15 000.

23. LIMITATION OF BENEFITS

(1) No payments shall be made in terms of clause 22, 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 or 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 on a regular air route or in a fully licensed standard type of 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 description;
- (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 powers, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or a state of siege, or whilst engaged or taking part in any disturbances of the public peace or riots or civil commotions 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 22 shall cease and shall not be resumed until the amount to the credit of the Association exceeds R25 000.

24. 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) 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 place an advertisement, in two 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 in circulation 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 of the deceased and their last known addresses and the fact that benefits are available for collection upon application by the dependant at an address specified by the Committee.

25. 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 it 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 revenues 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 the Insurance Act, 1943 (Act No. 27 of 1943), to underwrite all or any of the benefits specified in clause 22.

(3) The Council shall have the power to make, alter and amend its own rules of procedure for the Committee and to make, alter and amend 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 Act. A copy of the rules and any amendments thereto shall be transmitted to the Director-General: Labour.

(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 such powers.

(5) Should a dispute at any time arise 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.

26. 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 determined in clause 11 (6) 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 ending 30 June, which shall be certified by the auditor and countersigned by the Chairman of the Association and shall be submitted to the Council together 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: Labour.

27. DISSOLUTION OF THE ASSOCIATION

(1) The provisions of clause 16 (1) to (4) of this Agreement shall similarly apply in respect of the Association.

(2) Upon the liquidation of the Association in accordance with the provisions of clause 16 (1) or (2) of this Agreement, the Committee, the liquidator or the trustees, as the case may be, shall—

- (a) forthwith proceed to convert all the 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) (a) 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 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 the relevant 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.

(3) (b) 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 (3) (a) hereof shall, in the event of the association already having been liquidated, be distributed as provided for in terms of the Council's Constitution, as if they 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, KwaZulu-Natal, the Natal Furniture Workers' Sick Benefit Society (in respect of members of the Trade Union and voluntary non-party members) and the Natal Furniture Workers' Mortality Benefit Association to be made in terms of clause 13 (1) (a) of the Agreement.

ANNEXURE A

A	B
Employee's weekly deductions from wages	Employer's weekly contribution
7,25 per cent of normal weekly wage	7,25 per cent of normal weekly wage

Signed at Durban, on behalf of the parties, this 7th day of April 1998.

J. S. OLIVIER

Chairman

E. M. MOOSA

Vice-Chairman (1)

G. MOONSAMY

Vice-Chairman (2)

G. J. P. BLIGNAUT

Secretary

No. R. 749

5 Junie 1998

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL: UITBREIDING VAN VOORSORGFONDS EN STERFTEBYSTANDSVERENIGING KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Meubelnywerheid, KwaZulu-Natal aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van **15 Junie 1995** en vir die tydperk wat op 31 Julie 2001 eindig.

T. T. MBOWENI

Minister van Arbeid

BYLAE**BEDINGINGSRAAD VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL
VOORSORGFONDS EN STERFTEBYSTANDSVERENIGING****KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, gesluit deur en aangegaan tussen die

KwaZulu-Natal Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal.

INLEIDING VAN OOREENKOMS*Klousules**Bladsy***HOOFSTUK I**

1. Toepassingsbestek van Ooreenkoms	19
2. Geldigheidsduur van Ooreenkoms	19
3. Woordoms krywing	20
4. Administrasie	21
5. Toepassing van Ooreenkoms	21
6. Geskilbeslegting	21
7. Vrystellings	22
8. Vrywaring	24
9. Algemene bepalinge	24

HOOFSTUK II

10. Voorsieningsfonds vir die Meubelnywerheid KwaZulu-Natal	24
11. Administrasie van die Fonds	24
12. Lidmaatskap	25
13. Bydraes	25
14. Bystand	26
15. Rente en bonusse	28
16. Verstryking van Ooreenkoms, ontbinding van die Raad en likwidasie	29
17. Oordrag van bystand	29

HOOFSTUK III

18. Sterftebystandsvereniging vir Natalse Meubelwerkers	30
19. Doelstellings	30
20. Lidmaatskap	30

<i>Klousules</i>	<i>Bladsy</i>
21. Bydraes	30
22. Sterftebystand	31
23. Beperking van bystand	32
24. Administrasie van die Vereniging	32
25. Bevoegdhede en pligte van die Komitee	32
26. Finansiële beheer	33
27. Ontbinding van die vereniging	33
AANHANGSEL A	33

HOOFSTUK 1

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Meubelnywerheid, KwaZulu-Natal, nagekom word—
 - (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbond is en wat onderskeidelik by die Nywerheid betrokke is of daarin werksaam is;
 - (b) in Gebied A, wat bestaan uit die landdrostdistrikte Camperdown, 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 KwaZulu-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 soos omskryf in hierdie Hofooreenkoms;
 - (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 is nie op 'n werknemer of werkende werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer is 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 en werknemer deelnemer 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 toepassingbestek van hierdie Ooreenkoms bedryf en wat te alle tye minder as vyf werknemers in of in verband met sodanige 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: Met dien verstande dat 'n werkgewer wat ingevolge hierdie paragraaf uitgesluit is en sy werkgewers kan verkies om op 'n vrywillige grondslag deelname te hê in die fondse waarvoor daar voorsiening gemaak word;
 - (e) die bepalings van subklousule 2 (d) is nie van toepassing nie waar 'n werkgewer meer as vier werknemers in sy diens het op die datum van inwerkingtreding van hierdie Ooreenkoms en daarna sy werknemers na minder as vyf verminder;
 - (f) ondanks die bepalings vervat in subklousule (2) (d), mag geen werkgewer wat die voordeel gebruik en geniet het wat in die uitsluiting daarin vervat is, voortgaan om sodanige voordeel te geniet vir 'n tydperk wat drie jaar oorskry nie en by die verstryking van die drie jaar tydperk is al die bepalings van die Ooreenkoms van toepassing op sodanige werkgewer en sy werknemers.
 - (g) Hierdie ooreenkoms is ten opsigte van klousule 1 (1) (a) nie van toepassing nie op nie-partye (d.w.s. nie-lede) nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree ten opsigte van die partye op 1 Mei 1998 in werking en ten opsigte van nie-partye op sodanige datum as wat die Minister van Arbeid die Ooreenkoms uitbrei na nie-partye, en die Ooreenkoms bly van krag tot 31 Julie 2001 of die datum deur die Minister van Arbeid vasgestel as die effektiewe datum waarop die Ooreenkoms uitgebrei word om bindend te word vir nie-partye, of die datum waarop die Minister van Arbeid weier om die Ooreenkoms na nie-partye uit te brei.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1995, 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, 1995;

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

“Vereniging” die Sterftebystandsvereniging vir Natalse Meubelwerkers wat ingevolge klousule 18 (1) van hierdie Ooreenkoms voortgesit word;

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

“voordeel” ’n bedrag geld;

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

“Komitee” of **“Bestuurskomitee”**, vir die doel van die administrasie van die Fonds, die Komitee deur die Raad aangestel ooreenkomstig klousule 11 (1) (a) van hierdie Ooreenkoms, en vir die doel van die administrasie van die Vereniging, die Komitee deur die Raad aangestel ooreenkomstig klousule 24 van hierdie Ooreenkoms;

“bydraes” die geld wat ingevolge klousule 13 van hierdie Ooreenkoms aan die Fonds betaalbaar en/of geld oorgedra aan die Vereniging ingevolge klousule 13 (5) ooreenkomstig klousule 21 (1) hiervan;

“Raad” die Bedingsraad vir die Meubelnywerheid, KwaZulu-Natal;

“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 an 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;

“vroee aftrede” aflegging na ouderdom 55;

“Fonds” die Voorsorgfonds vir die Meubelnywerheid, KwaZulu-Natal, voortgesit ingevolge klousule 10 van hierdie Ooreenkoms;

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

“Meubelnywerheid” of **“Nywerheid”**, sonder om die gewone betekenis van die uitdrukking enigsins 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 raamveermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, 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, kroeë of teaters, kabinette vir musiekinstrumente 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 matrasse, veermatrasse, bomatrasse, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat uitgevoer word op alle persele waar houtmasjienwerk, houtdraaiwerk en/of houtsnijwerk uitgevoer word in verband met die vervaardiging van meubels; en omvat voorts ook herstelwerk, herstoffeerwerk of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waarin die vervaardiging van meubels of ’n werksaamheid wat in verband staan met die finale bereiding van ’n meubelstuk vir verkoop, óf in sy geheel óf 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, KwaZulu-Natal, gepubliseer kragtens artikel 32 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;

"lid" 'n werknemer wat as lid van die Fonds en/of Vereniging toegelaat is ingevolge klousule 12 en klousule 20 in, en het die woorde "lid" en "lidmaatskap" 'n ooreenstemmende betekenis;

"gewone loon" die loon gebaseer op 'n werknemer se verdienste, uitgesonderd betaling vir oortydwerk, vakansie-besoldiging 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 Hoofdooreenkoms 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;

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

"reëls" die reëls van die Fonds of die Vereniging deur die Raad opgestel ooreenkomstig klousule 11 (1) (b) en klousule 25 (3) van hierdie Ooreenkoms;

"Sekretaris" die Sekretaris aangestel ooreenkomstig klousule 4 hiervan;

"trustee(s)" die trustee(s) aangestel ingevolge klousule 16 of klousule 27 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, reëlins tref en voorsiening maak vir persele, kantoormeubels en -uitrusting vir die administrasie van die Ooreenkoms.

5. AFDWINGING VAN DIE OOREENKOMS

'n Aangewese agent wat deur die Raad aangestel word, kan behulpsaam wees met die toepassing van hierdie Ooreenkoms. Sodanige aangewese agent mag 'n werkgewer nader om sodanige agent tot sy bedryfsinrigting toe te laat ten einde sodanige ondersoeke in te stel en sodanige dokumente, boeke, loonstate, loonkoeferte en loonkaartjies te ondersoek en sodanige persone te ondervra as wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word.

6. GESKILBESLEGTING

(1) Die Raad kan een of meer bepaalde persone aanstel en hulle aan die Minister nomineer vir aanstelling as aangewese agente, om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

(2) Indien 'n geskil oor die interpretasie of aanwending, insluitende die toepassing daarvan, van enige bepaling van die Ooreenkoms ontstaan, kan enige party by die geskil dit skriftelik na die Raad verwys.

(3) Die party wat die geskil verwys, moet die Raad oortuig dat 'n afskrif van sodanige verwysing aan alle partye by die geskil beteken is.

(4) Die Raad moet poog om die geskil deur middel van arbitrasie te besleg.

(5) Die Sekretaris van die Raad kan dit van 'n aangewese agent verlang om 'n geskil te ondersoek.

(6) Die aangewese agent moet die feite van die geskil ondersoek en as die aangewese agent rede het om te glo dat die bepaling van die Ooreenkoms oortree is, kan hy probeer om voldoening aan die vereistes deur versoening te bekom.

(7) Die aangewese agent moet binne sewe dae 'n skriftelike verslag by die Sekretaris indien waarin die stappe gedoen om voldoening te verkry, en die uitslag daarvan, aangetoon moet word.

(8) Indien die geskil na 30 dae nog nie besleg is nie, mag enige party by die geskil die Sekretaris van die Raad versoek om die geskil vir arbitrasie na 'n geakkrediteerde agentskap deur die Raad aangestel te verwys.

(9) Indien 'n aangewese agent gedurende die uitvoering van sy pligte 'n oënskynlike oortreding van die Ooreenkoms teenkom, moet die aangewese agent:

(a) die beweerde of vermeende skending ondersoek;

(b) poog om voldoening aan die Ooreenkoms te verkry; en

(c) 'n verslag by die Sekretaris indien waarin die stappe wat gedoen is om voldoening te verkry, en die resultaat daarvan, aangetoon word.

(10) By ontvangs van die verslag kan die Sekretaris—

(a) die aangewese agent verplig om verdere ondersoek te doen; of

(b) as verdere versoening blyk nodig te wees, die aangeleentheid na die Raad verwys vir versoening; of

(c) 'n voldoeningbevel uitreik; of

(d) die geskil na 'n geakkrediteerde agentskap verwys vir arbitrasie.

(11) Die Sekretaris kan aansoek doen dat die arbitrasietoekenning 'n hofbevel van die Arbeidshof gemaak word ingevolge artikel 158 (1) van die Wet.

(12) Die bepaling van hierdie geskilprosedure bly van krag benewens enige ander regsmiddel waardeur die Raad sy Ooreenkomste kan toepas.

7. VRYSTELLINGS

(1) *Algemeen:*

- (a) Die Bestuurskomitee kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen en as aansoek om vrystelling gedoen word deur 'n nie-party by die Raad, en die onafhanklike liggaam wat ingestel is ingevolge subklousule (2) hiervan, hierna die Vrystellingsraad genoem, die Raad versoek om dit wel te verleen, moet die Raad sodanige vrystelling verleen.
- (b) Alle aansoeke om vrystelling moet skriftelik geskied, in die voorgeskrewe vorm, soos van tyd tot tyd deur die Bestuurskomitee gespesifiseer en moet aan die Sekretaris van die Raad gerig word.
- (c) Alle aansoeke om vrystelling moet gestaaf en ten volle gemotiveer word en moet, onder andere, die volgende besonderhede insluit:
 - (i) Die tydperk waarvoor die vrystelling benodig word.
 - (ii) Die betrokke Ooreenkoms en klousules of subklousules van die Ooreenkoms ten opsigte waarvan vrystelling verlang word.
 - (iii) Bewys dat die vrystelling waarom aansoek gedoen word, bespreek is deur die werkgewer, sy werknemers en hul onderskeie verteenwoordigers. Die reaksie wat uit sodanige konsultasies voortgevloei het, óf ten gunste óf teen die aansoek moet by die aansoek ingevoeg word.
- (d) Die Bestuurskomitee of die Vrystellingsraad, na gelang van die geval, moet, ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes stel waarkragtens sodanige vrystelling verleen word en die geldigheidsduur van sodanige vrystelling bepaal: Met dien verstande dat die Komitee, in die geval van 'n vrystelling aan 'n party-werkgewer of -werknemer, en die Vrystellingsraad, in die geval van 'n vrystelling aan 'n nie-party-werkgewer of -werknemer, na goeë dunde, nadat een week vooraf skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingslisensie kan intrek.
- (e) Die Sekretaris van die Bestuurskomitee moet aan elke persoon aan wie vrystelling verleen is, 'n lisensie uitreik wat deur die Voorsitter en die Sekretaris van die komitee onderteken is en die volgende uiteensit:
 - (i) Die volle name van die betrokke persoon.
 - (ii) Die bepalings van die Ooreenkoms ten opsigte waarvan vrystelling toegestaan word.
 - (iii) Die voorwaardes gestel ingevolge subklousule (d).
 - (iv) Die tydperk waartydens die vrystelling van krag is.
 - (v) Die rede vir die toestaan van die vrystelling.
- (f) Die Sekretaris van die Komitee moet—
 - (i) alle lisensies uitreik in nommervolgorde;
 - (ii) 'n afskrif van elke lisensie uitgereik behou; en
 - (iii) waar 'n lisensie aan 'n werknemer toegestaan word, 'n afskrif daarvan aan die werkgewer besorg.

(2) *Vrystellingsraad:*

- (a) *Instelling.*—Ingevolge artikel 32 van die Wet stel die Bestuurskomitee hierby 'n onafhanklike liggaam in om bekend te staan as die Vrystellingsraad, om aansoeke om vrystelling van nie-partye van die bepalings van die Ooreenkoms om 'n afdoende rede te oorweeg.
- (b) *Samestelling van die Vrystellingsraad.*—Die Vrystellingsraad moet bestaan uit 'n voorsitter en vier lede, waarvan elk 'n plaasvervanger kan hê.
- (c) *Aanstelling van Voorsitter.*—Die Vrystellingsraad moet as Voorsitter van die Vrystellingsraad aanstel iemand wat nie 'n party of lid van 'n party by die raad is nie en wat, na die mening van die Raad, in die algemeen aanvaarbaar sal wees vir werknemers en werkgewers in die Meubelnywerheid.
- (d) *Beëindiging van aanstelling van Voorsitter.*—Die amp van Voorsitter raak vakant indien—
 - (i) hy bedank;
 - (ii) hy versuim om sonder grondige rede twee agtereenvolgende vergaderings van die Vrystellingsraad by te woon;
 - (iii) hy 'n party of 'n lid van 'n party by die Bedingsingsraad, of 'n lid van die Bestuurskomitee word; of
 - (iv) die vakature as gevolg van enige wetlike rede ontstaan.
- (e) *Aanstelling van lede van die Vrystellingsraad.*—Die Bedingsingsraad moet namens die Bestuurskomitee die instellings gelys in die bylae wat ingevolge artikel 207 van tyd tot tyd gepromulgeer word, versoek om lede en plaasvervangers vir die Vrystellingsraad te nomineer.

(f) *Beëindiging van lidmaatskap van die Vrystellingsraad.*—'n Lid se pos raak vakant indien—

- (i) hy bedank;
- (ii) hy versuim om sonder grondige rede twee agtereenvolgende vergaderings van die Vrystellingsraad by te woon;
- (iii) hy 'n party of 'n lid van 'n party by die Bedingsraad, of 'n lid van die Bestuurskomitee word; of
- (iv) die vakature as gevolg van enige wetlike rede ontstaan.

(g) *Pligte van voorsitter.*—Die Voorsitter moet alle vergaderings van die Vrystellingsraad lei en tesame met die Sekretaris van die Vrystellingsraad, in oorleg met die lede, die tyd, datum en plek vir vergaderings van die Vrystellingsraad vasstel. Hy moet verseker dat lede hul oordeel behoorlik uitoefen by die verlening van vrystellings en dat hulle voldoen aan die vereistes van klousule 6 van hierdie Ooreenkoms.

(h) *Pligte van die Vrystellingsraad.*—Die liggaam moet elke aansoek om vrystelling van die bepalings van die Ooreenkoms oorweeg met inagneming van die maatstawwe soos in subklousule (2) (i) hieronder uiteengesit, en moet besluit of die aansoek om vrystelling toegestaan moet word en, indien wel, onder watter omstandighede en vir watter tydperk. In die geval waar minder as tweederdes van die lede teenwoordig wat die reg het om in die vergadering te stem waar die besluit geneem moet word, ten gunste van die aansoek stem, moet die aansoek afgekeur word. Die Vrystellingsraad moet volle redes ingevolge die maatstawwe uiteengesit in (2) (i), verskaf vir hierdie besluit. 'n Beslissing moet binne 30 dae na die aansoek gemaak word, tensy die aansoeker toestem tot 'n verlenging van hierdie tydperk.

Die Vrystellingsraad kan verdere inligting van die aansoeker of die Bedingsraad aanvra ten einde tot 'n besluit te kom.

Indien 'n lid van die Vrystellingsraad enige persoonlike belang het in die uitslag van die vrystelling wat oorweeg word, moet hy sodanige belang/e verklaar vóór die aansoek oorweeg word.

(i) *Maatstawwe wat toegepas word deur die Vrystellingsraad wanneer aansoeke om vrystelling oorweeg word.*

Die Vrystellingsraad moet die volgende maatstawwe toepas wanneer aansoeke om vrystelling oorweeg word:

- (i) Die aansoek om vrystelling mag nie indruis met die gronddoeleindes van die Wet nie.
- (ii) Vrystelling mag nie verleen word nie tensy tot die slotsom geraak is dat versuim om sodanige vrystelling te verleen die aansoeker ernstig sal benadeel.
- (iii) Die belange van die Nywerheid moet oorweeg word en daar moet in ag geneem word of die verlening van die vrystelling—
 - (aa) die Kollektiewe Bedingsproses onredelik sal ondermyn;
 - (ab) werksekerheid oor die algemeen nadelig sal raak;
 - (ac) sal indruis teen regverdigde mededinging tussen vervaardigers in die Nywerheid;
 - (ad) sal die indruis teen regverdigde mededinging om werksgeleenthede tussen werkers in die Nywerheid;
 - (ae) onregverdigde uitbuiting van werkers sal aanmoedig;
 - (af) sal veroorsaak dat gesondheid en veiligheid nadelig geraak word;
 - (ag) onderrig in die Nywerheid sal ondermyn.
- (iv) In die geval waar die aansoeker 'n vervaardiger is, moet die Vrystellingsraad in ag neem hoe die toestaan van 'n aansoek die volgende sal raak—
 - (aa) finansiële posisie;
 - (ab) mededingende posisie;
 - (ac) produktiwiteit;
 - (ad) werknemers se werksekerheid;
 - (ae) werknemers se lewenstandaarde; en
 - (af) werknemers se voordele ingevolge die Kollektiewe Ooreenkomste van die Bedingsraad.
- (v) Die Vrystellingsraad moet in ag neem in watter mate die toestaan van 'n vrystelling die uitbuiting van werkers sal toelaat.
- (vi) Die Vrystellingsraad moet in ag neem in watter mate die toestaan van 'n vrystelling die lewensvatbaarheid van die fondse of skemas bestuur deur die Bedingsraad geraak sal word;
- (vii) Die Vrystellingsraad moet in aanmerking neem of die toestaan van die vrystelling arbeidsverhoudinge nadelig sal beïnvloed op die sektorale gebied.

8. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die beamptes van die Fonds, of die Vereniging mag nie verantwoordelik gehou word vir 'n daad wat kan lei tot verlies vir die Fonds of die Vereniging nie, as sodanige daad te goeder trou verrig is nie, en hulle is nie aanspreeklik vir die skulde en die laste van die Fonds of die Vereniging nie, en hulle word hierby deur die Fonds 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 mag nie verantwoordelik gehou word vir bydraes afgetrek en bydraes verskuldig en betaalbaar deur die werkgewer wat nie by sekwestrasie of likwidasië vna die werkgewer se boedel of glad nie in die Fonds of die Vereniging inbetaal is nie.

9. ALGEMENE BEPALINGS

(1) Die bystand, reg of belang waarop 'n lid van die Fonds, of die Vereniging ingevolge hierdie Ooreenkoms, aanspraak maak, mag nie as grond aangewend word vir skadevergoeding in 'n geding wat deur sodanige lid teen 'n 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 of ten opsigte van die Fonds of die Vereniging of bydraes daartoe of enige eis teen die Raad of die Bestuurskomitee 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 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.

HOOFSTUK II**10. VOORSORGFONDS VIR DIE MEUBELNYWERHEID, KWAZULU-NATAL**

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

(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 werkgewers as lede wat in die Fonds inbetaal word, min die bedrae wat ingevolge klousule 13 (5) oorgedra moet word;
- (c) rente wat verkry word uit die belegging van geld van die Fonds;
- (d) geld waarmee individuele lede ingevolge klousule 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.

11. 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 werkgewervertenwoordigers en drie werknemervertenwoordigers wat lede van die Raad moet wees en deur die Raad aangestel moet word. Vir elke vertenwoordiger moet die Raad uit sy geledere 'n plaasvervanger aanstel. Die Voorsitter en 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 om reëls rakende die administrasie van die Fonds op te stel, te wysig en te verander. Met dien verstande dat die 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: Arbeid en die Kommissaris vir Binnelandse Inkomste gestuur word.

(c) In die geval waar 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 die nodige bevoegdheid uitoefen, en in die geval waar daar geen bedingingsraad vir die Meubelnywerheid, KwaZulu-Natal, bestaan nie, kan trustees aangestel word soos in klousule 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 rekeninge en staat en die ouditeur se verslag daarvoor moet daarna by die raadskantoor ter insae lê en afskrifte daarvan moet binne drie maande ná die sluiting van die tydperk wat daardeur gedek word, aan die Registrateur van Arbeidsverhoudinge, die werkgewersorganisasie en die vakbond 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 waaroor lede van die Bestuurskomitee gelykop verdeeld 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 of in 'n geregistreerde bank of finansiële instelling; en/of
- (b) in binnelandse effekte soos beoog in artikel 21 van die Skatkiwet, 1975 (Wet No. 66 van 1975); en/of
- (c) op enige ander wyse wat deur die Registrateur goedgekeur word.

(7) Die Raad is geregtig om alle geld wat hy bestee het ten opsigte van regskoste en uitgawes aangegaan vir die invordering van geld wat deur 'n werkgewer afgetrek is van die gelde wat aan 'n werknemer verskuldig is, maar nie deur sodanige werkgewer aan die Raad oorbetal is nie, ingevolge hierdie Ooreenkoms van sodanige werkgewer te verhaal op die toepaslike prokureur-en-kliëntskaal.

12. LIDMAATSKAP

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

- (a) uit alle werknemers, uitgesonderd los werknemers, vir wie lone in die Hoofooreenkoms 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 betaal wat in klousule 13 voorgeskryf word.

(2) Lidmaatskap eindig wanneer 'n lid die Nywerheid permanent verlaat en al sy bystand ingevolge klousule 14 ontvang het: Met dien verstande dat waar 'n lid wat al sy voordele ingevolge klousule 14 ontvang het, weer na ouderdom 55 in diens tree in die Nywerheid, die bydraes betaalbaar ingevolge klousule 13 (1) (a) oorgedra sal word tot die lid se krediet in die Vakansiefonds.

13. BYDRAES

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

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet geen bydraes betaal word as 'n lid slegs twee dae of minder gedurende '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 op die normale manier by sy werk aanwesig was gedurende alle diensydperke, behalwe gedurende die tydperk van die jaarlikse sluiting.

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

(2) (a) Behoudens paragraaf (b) hiervan, moet die werkgewer 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 maande waarin aftrekkings van die lid se loon gedoen moes word.

(b) 'n Werkgewer 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 aangestuurd word, moet vergesel gaan van die opgawe in paragraaf (a) hiervan bedoel. 'n Werkgewer op wie hierdie paragraaf van toepassing gemaak is, mag slegs wanneer hy skriftelik deur die Raad daarvan in kennis gestel is, terugkeer na die betaling 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 werkgewer 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 werkgewer verwittig van die adresverandering van 'n afhanklike(s) en elke werkgewer moet die Sekretaris skriftelik daarvan kennis gee.

(e) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie deur die Raad ontvang word teen die 10de dag van die maand wat volg op die maande ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat onbetaald is, bereken teen twee 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 goeë dunnke 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 werkgewer ontvang, moet die Fonds—

(a) aan die Siektebystandsgenootskap vir Natalse Meubelwerkers ten opsigte van lede van die Genootskap sodanige bydraes oordra as wat van tyd tot tyd ooreengekom word.

(b) aan die Sterftebystandsvereniging soos beliggaam in Hoofstuk III van hierdie Ooreenkoms, sodanige bydraes oordra as wat in klousule 13 in Hoofstuk III van hierdie Ooreenkoms voorgeskryf word.

14. BYSTAND

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

(a) Na 12 agtereenvolgende maande sedert hy die Nywerheid verlaat het en by voorlegging van 'n skriftelike bewys wat die Bestuurskomitee daarvan oortuig dat die lid minstens 12 agtereenvolgende maande buite die Nywerheid gewerk het: Met dien verstande dat die Bestuurskomitee onder buitengewone omstandighede en na goeë dunnke, die betaling van sodanige bystand voor daardie tydperk kan magtig maar nie vroeër nie as drie agtereenvolgende maande nadat die lid die Nywerheid permanent verlaat het;

(b) by aftrede uit die Nywerheid weens—

(i) hoë ouderdom; of

(ii) ongeskiktheid, swak gesondheid of swakheid 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; of

(iii) Aflegging na ouderdom 55, mits herindiensneming nie vir die lid beskikbaar is nie.

(2) (a) Behoudens klousule 13, 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 werkgewer se bydraes en rente waarmee dié 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 15 gekrediteer is, plus 50 persent van die totale som van die werkgewer se bydraes en rente waarmee dié 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 15 gekrediteer is, plus 60 persent van die totale som van die werkgewer se bydraes en rente waarmee dié 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 15 gekrediteer is, plus 75 persent van die totale som van die werkgewer se bydraes en rente waarmee dié 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 werkgewer se bydraes en rente waarmee dié lid gekrediteer is.

(b) 'n Lid in subklousule (1) (b) hiervan bedoel moet, behoudens klousule 13 (5), 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 ten opsigte van 'n aansoek om onttrekking van bystand, verval die aansoek outomaties en word bydraes onmiddellik hervat.
- (c) By betaling aan 'n lid van alle bystand wat vir hom ingevolge hierdie Hoofstuk opgeloop het, word die saldo van die werkgewer se bydraes en rente, as daar is, aan die Fonds verbeur as 'n item waarop die Fonds ingevolge klousule 10 (2) (e) geregtig geword het.
- (d) 'n Lid kan 'n ander persoon wat nie 'n afhanklike is nie, as begunstigde benoem om die bystand voortspruitend uit die Fonds by die lid se afsterwe te ontvang.
- (e) 'n Begunstigde wat ingevolge klousule 14 (3) (d) benoem word, moet skriftelik aan die Fonds benoem word: Met dien verstande dat indien daar 'n dispuut oor die identiteit van 'n begunstigde ontstaan, die Bestuurskomitee die saak moet ondersoek en tot sodanige besluit kom betreffende die betaling van die bystand as wat hy as billik beskou: Voorts met dien verstande dat die besluit van die bestuurskomitee in hierdie verband finaal is.
- (4) (a) Elke werkgewer moet die Sekretaris in kennis stel van die dood van 'n lid in diens binne 10 dae nadat hy van die lid se dood verneem het.
- (b) By bewyslewering, wat vir die Bestuurskomitee aanvaarbaar is, van die dood van 'n lid, moet die Fonds aan die afhanklike, of indien geen afhanklike opgespoor kan word nie, aan die begunstigde genomineer ingevolge subklousule (3) (d) en (e) van hierdie klousule, 'n bedrag betaal gelyk aan die totale bedrag van die lid en die werkgewer se bydraes ten opsigte van sodanige lid, plus rente en bonusse waarmee hy ingevolge klousule 15 gekrediteer is.
- (c) Die boedel van 'n gestorwe lid het geen eis teen die Fonds ten opsigte van enige bedrag wat ingevolge paragraaf (b) hiervan betaal is nie.
- (d) As die afhanklike of begunstigde 'n minderjarige is, moet die Bestuurskomitee die bystand aan die wettige voog van sodanige minderjarige betaal, om tot voordeel en in belang van die minderjarige aangewend te word.
- (e) Enige bystand betaalbaar deur die Fonds ten opsigte van 'n afgestorwe lid maak nie deel uit van die bates in die boedel van die lid nie, en daar moet soos volg daarmee gehandel word:
- (i) Die Sekretaris moet, so spoedig doenlik nadat hy inligting vanuit enige bron van die dood van 'n lid ontvang het, die lid se afhanklike skriftelik daarvan in kennis stel, asook van die lid se jongsbekende werkplek, en dat bystand geëis kan word by 'n adres deur die Bestuurskomitee vermeld: Met dien verstande dat, waar daar meer as een afhanklike is, die bystand in sodanige verhouding uitbetaal moet word as wat die Bestuurskomitee as billik beskou;
 - (ii) indien die Fonds nie bewus is of word van of nie binne een maand na bewyslewering van sodanige lid se dood 'n afhanklike kan opspoor nie, moet die Bestuurskomitee 'n advertensie in twee amptelike tale plaas in drie agtereenvolgende uitgawes van drie dagblaaie in omloop in die Republiek van Suid-Afrika waarvan een 'n nuusblad moet wees wat in omloop is in die distrik waarin die afgestorwe lid normaalweg woonagtig was, en in sodanige advertensie moet die jongsbekende werkplek van die oorlede lid, die laaste woonadres, asook dat bystand beskikbaar is vir opvordering deur die afhanklike by 'n adres wat die bestuurskomitee spesifiseer, vermeld word;
 - (iii) indien die Fonds nie bewus word van of nie 'n afhanklike kan opspoor nie, of as die afhanklike nie die bystand binne 12 maande vanaf die datum van die laaste plasing van die advertensie in subparagraaf (ii) bedoel, opeis nie en die lid 'n begunstigde ingevolge klousule 14 (3) (d) en (e) hierbo benoem het, moet die Sekretaris sodanige begunstigde skriftelik in kennis stel van die lid se afsterwe, met vermelding die lid se jongsbekende werkplek en dat bystand geëis kan word by 'n adres wat deur die bestuurskomitee gespesifiseer word;
 - (iv) indien die Fonds nie bewus word van of nie 'n begunstigde kan opspoor nie, of indien sodanige begunstigde nie die bystand binne 12 maande vanaf die datum van die brief in subparagraaf (iii) hierbo genoem, opeis nie, of as geen afhanklike opgespoor is en geen begunstigde benoem is nie, word sodanige bystand aan die Fonds verbeur as geld waarop die Fonds geregtig geword het ingevolge klousule 10 (2) (e) ten bate van die oorblywende lede; en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee, in die geval waar 'n eis ontvang word binne 'n tydperk van drie jaar na die dood van 'n lid, die bevoegdheid het om na goeddunke bedrae aan die betrokke afhanklike of begunstigde 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 13 (4) 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 goeddunke 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 werkmense wat beseer is of wat sterf weens 'n ongeluk wat ontstaan het as gevolg van 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 'n afhanklike of 'n begunstigde 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 twee amptelike tale, plaas in drie agtereenvolgende uitgawes van drie dagblaaie wat in die Republiek van Suid-Afrika in omloop is waarin bekendgemaak word dat 'n opgawe beskikbaar is by die kantoor van die Raad ter insae van lede of die afhanklikes of begunstigdes van sodanige lede wat die Nywerheid verlaat het voor en tot op die vervaldatum van die onopgeëiste Voorsorgfondsbydraes wat in die opgawe verskyn en waarin sodanige lede of hul afhanklikes of begunstigdes versoek word om eise vir 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.

(b) 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 of begunstigde wat eise ingedien het op die wyse hierin voorgeskryf, na goeddunke 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 afhanklikes volgens die rangorde gemeld in die omskrywing van "afhanklike" in klousule 3 van hierdie Ooreenkoms: Voorts met dien verstande die betaling slegs aan 'n begunstigde gedoen kan word as geen eis van 'n afhanklike ontvang word nie.

(c) As geen eis ingevolge paragraaf (a) hiervan binne 'n tydperk van drie maande vanaf die datum van plasing van die laaste advertensie van 'n lid of sy afhanklike of sy begunstigde ontvang is nie, moet die Fonds afskrifte van die opgawe van sodanige onopgeëiste geld aan die vakbond verstrek wat moet poog om binne 'n verdere tydperk van drie maande die lid of sy afhanklike of begunstigde op te spoor. As geen eis binne 'n tydperk van ses maande vanaf die datum van die laaste plasing van die advertensie van 'n lid of sy afhanklike of begunstigde ontvang is nie, moet die bystand aan die Fonds verbeur word as geld waarop die Fonds geregtig geword het ingevolge klousule 10 (2) (e) ten bate van die oorblywende lede, en daarna is daar geen verdere eis teen die Fonds nie: Met dien verstande dat die Bestuurskomitee egter, in die geval waar 'n eis ontvang word binne 'n tydperk van vyf jaar na die datum van beëindiging van die dienste van 'n lid in die Nywerheid, die bevoegdheid het om na goeddunke, bedrae aan die betrokke lid of afhanklike of begunstigde te betaal uit die geld wat aan die Fonds teruggeval het.

15. 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 opgeloop 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 10 (2) (e) bedoel; en
- (iv) die saldo oorgebring na die toewysing van rente en bonusse.

(2) In die geval waar 'n surplus verkry word op die wyse in subklousule (1) hiervan bepaal, 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.

(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 gemeld, 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 bedrae wat op 28 Februarie in die krediet van lede se eie bydraerekennings 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 bydraerekening 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 krediet staan, verskuldig geword het en betaalbaar is of onderworpe is aan 'n aansoek om onttrekking of onderworpe is aan enigeen van die prosedures bepaal 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 in die geval waar hierdie bystand verskuldig en betaalbaar word, en by betaling van sodanige bystand voor die eersvolgende 28 Februarie, is 'n lid geregtig op rente vanaf die 28 Februarie onmiddellik voor 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 opgawes van werkgewers of persoonverwarring by die administrasie van die Fonds.

16. 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 gelikwiede word deur die Komitee, wat intussen vir die administrasie van die Fonds verantwoordelik moet wees. In die geval waar die Fonds ooreenkomstig hierdie subklousule oorgedra word—

(a) mag die bystand wat op die datum van sodanige oordrag aan 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) In die geval waar die Raad ontbind word of in die geval waar hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms ingevolge artikel 32 van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Komitee. 'n Vakature wat in die Komitee ontstaan, kan deur die Raad gevul word uit werkgewers en werknemers in die Nywerheid, na gelang van die geval, ten einde gelyke getalle werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. In die geval waar die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Raad onuitvoerbaar of onwenslik maak, kan hy 'n persoon aanstel wat onverwyld nog twee persone moet koöpteer, van wie een 'n lid van die Fonds of 'n besoldigde beampte van die vakbond 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. In die geval waar daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms deur die Komitee of the trustees, na gelang van die geval, of ingevolge artikel 61 (8) van die Wet op Arbeidsverhoudinge, 1995, watter ook al eerste geskied, gelikwiede 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 genoemde subklousule bepaal word.

(4) Die trustees moet uit die fonds die redelike gelde betaal word waaroor hulle en die Raad 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 likwidasiekoste uit die Fonds betaal;

(c) na aftrekking van alle verskuldigde bedrae en uitgawes, die netto aanwas of tekort van die Fonds bepaal en dit toewys aan die lede se rekenings op die wyse in klousule 15 voorgeskryf;

(d) na 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 algemene fondse van die Raad inbetaal word: Met dien verstande egter dat die Raad die bevoegdheid het om, in die geval waar 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop sodanige bystand verskuldig geword het, na goeddunke aan die betrokke begunstigdes betaling te doen uit die geld wat aan die fondse van die Raad verbeur is.

(7) 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, verdeel word soos bepaal in die Raad se Konstitusie asof dit deel van die algemene fondse van die Raad uitmaak.

17. OORDRAG VAN BYSTAND

Wanneer 'n lid wat die Nywerheid in KwaZulu-Natal verlaat het, werk aanvaar in die regsgebied van 'n ander bedingingsraad en sodanige bedingingsraad 'n goedgekeurde voorsorgfondsskema administreer, waarvan die reëls voorsiening maak vir die aanvaarding van 'n oordrag van bystand, kan sodanige lid die opsie uitoefen om die totaal van die werknemer- en werkgewerbydraes wat in sy krediet staan soos op die datum waarop hy die Nywerheid verlaat, te laat oordra tot sy krediet in die voorsorgfonds van sodanige ander bedingingsraad na 12 agtereenvolgende maande nadat hy die Nywerheid verlaat het, en die bepalings van klousules 12 (2) en 14 is nie van toepassing nie.

HOOFSTUK III**18. STERFTEBYSTANDSVERENIGING VIR NATALSE MEUBELWERKERS**

(1) Die Vereniging voorheen bekend as die "Sterftebystandsvereniging vir Natalse Meubelwerkers" wat ingestel is ingevolge Goewermenskennisgewing No. R. 1236 van 8 Julie 1977, word hierby voortgesit namate dit aangeleenthede betreffende die Sterftebystandsvereniging vir Natalse Meubelwerkers raak.

(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 13 (5) van hierdie Ooreenkoms aan die Vereniging oorgedra word;
- (c) rente verkry uit die beleggings van geld van die Vereniging; en
- (d) ander geld waarop die Vereniging geregtig word of wat aan die Vereniging geskenk word.

19. 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; of
- (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.

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

20. LIDMAATSKAP

(1) (a) Behoudens klousule 1 (2) 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 13 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 22 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

21. BYDRAES

Die bydraes wat ten opsigte van elke lid betaalbaar is, is 60c per week en moet—

- (1) ten opsigte van 'n lid in klousule 20 (1) (a), bedoel kragtens klousule 13 (5) in gelyke dele oorgedra word uit die bydraes wat in klousule 13 (1) (a) van hierdie Ooreenkoms voorgeskryf word; en
- (2) ten opsigte van 'n lid in klousule 20 (1) (b) bedoel, weekliks deur sy werkgewer afgetrek word van die lid se loon en maand vir maand aan die Sekretaris van die Vereeniging gestuur word.

22. 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 onderstaande tabel. Insgelyks 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	B	C
	Lid	Gade	Elke kind
	R	R	R
Tot op 2 jaar.....	R500	—	—
2 jaar plus.....	750	300	200
3 jaar plus.....	1 000	300	200
4 jaar plus.....	1 500	300	200
5 jaar plus.....	1 800	400	240
6 jaar plus.....	2 100	400	280
7 jaar plus.....	2 400	400	320
8 jaar plus.....	2 700	450	360
9 jaar plus.....	3 000	450	400
10 jaar plus.....	3 300	500	480
11 jaar plus.....	3 600	500	480
12 jaar plus.....	3 900	600	520
13 jaar plus.....	4 200	650	560
14 jaar plus.....	4 500	700	600
15 jaar plus.....	4 800	750	640
16 jaar plus.....	5 100	800	680
17 jaar plus.....	5 400	850	720
18 jaar plus.....	5 700	900	760
19 jaar plus.....	6 000	950	800
20 jaar en meer.....	6 300	1 000	840

(2) As 'n gestorwe lid geen afhanklike of begunstigde het nie, kan die Komitee na goedgekeurde 'n aansoek om 'n *ex gratia*-betaling ten opsigte van die begrafniskoste 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.

(3) As 'n gestorwe lid geen afhanklike of begunstigde het nie, moet die Bestuurskomitee die bedrag wat die gestorwe lid sou ontvang het indien hy 'n afhanklike of begunstigde 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 20 (3) (a) en (c) uiteengesit.

(4) Afhangende van sodanige surplus as wat toeval 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 goedgekeurde van die Komitee aan die afhanklike(s) van sodanige lid betaal moet word, welke bedrag hoogstens R1 000 mag wees.

(5) Indien die bedrag in die krediet van die reserwefonds vir nie-bydraende lede te eniger tyd tot onder R1 000 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 reserwefonds vir nie-bydraende lede meer as R2 000 beloop nie.

(6) Indien die bedrag in die reserwefonds vir nie-bydraende lede meer as R1 000 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 23 (3) voldoen is nie.

(7) Die bestuurskomitee kan na goedgekeurde, benewens die geld in subklousule (3) bedoel, geld uit die Vereniging se opgelope fondse oordra na die reserwefonds vir nie-bydraende lede indien hierdie reserwefonds 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.

23. BEPERKING VAN BYSTAND

(1) Geen betaling mag ingevolge klousule 22 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 vertraging 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 goeddunke 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 meganies aangedrewe fietse van watter aard ook al;
- (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 oorlogshandelinge (hetsy oorlog verklaar is of nie), burgeroorlog, miter, opstand, rebellie, revolusie, militêre of wederregtelik toegeëinde mag, krygswet of staat van beleg, of terwyl hy besig was met of deelgeneem het aan versteuring 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 22 gestaak word en moet dit nie hervat word voordat die bedrag in die krediet van die Vereniging R25 000 te bowe gaan nie.

24. 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 werkgewerverteenwoordigers en drie werknemerverteenwoordigers 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 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 oorledene bydraer asook die feit dat bystand op aansoek opgeëis kan word by 'n adres deur die Bestuurskomitee bepaal.

(3) In die geval waar 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 twee amptelike tale plaas in drie agtereenvolgende uitgawes van drie dagblaaie 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/name van afhanklikes en hulle jongsbekende adresse genoem word, asook die feit dat bystand beskikbaar is vir opvordering op aansoek deur die afhanklikes by 'n adres deur die Komitee bepaal.

25. 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 bepalinge 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 die Versekeringswet, 1943 (Wet No. 27 van 1943), om alle of enige bystand te verseker wat in klousule 22 bepaal word.

(3) Die Raad het die bevoegdheid om sy eie prosedurereëls vir die Komitee te bepaal, 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 wet mag wees nie. 'n Afskrif van die reëls en wysiging daarvan moet aan die Direkteur-generaal van Arbeid gestuur word.

(4) In die geval waar 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) In die geval waar '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.

26. 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 bepaal in klousule 11.(6) van hierdie Ooreenkomswet.

(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 toon 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 voorgelê moet word.

(5) Die geouditeerde 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 Arbeid voorgelê word.

27. ONTBINDING VAN DIE VERENIGING

(1) Klousule 16 (1) tot (4) van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die Vereniging.

(2) By likwidering van die vereniging ingevolge klousule 16 (1) of (2) 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 skep en om sodanige kontant binne 30 dae as onmiddellik opeisbare kontant te belê;

(b) alle krediteure, administrasie- en likwidasiekoste uit die fonds van die Vereniging betaal.

(3) (a) 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) gelikwedeer is, inbetaal word in die algemene fondse van die Raad: Met dien verstande egter dat die Raad die bevoegdheid het om, in die geval waar 'n eis ontvang word binne 'n tydperk van drie jaar vanaf die datum waarop die betrokke bystand verskuldig geword het, na goeë dunske aan die betrokke begunstigdes betalings te doen uit die geld wat aan die fondse van die Raad verbeur is.

(3) (b) 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) (a) hiervan verbeur is in die geval waar die Vereniging reeds gelikwedeer is, verdeel word soos bepaal in die Konstitusie asof dit deel van die algemene fondse van die Raad uitmaak.

AANHANGSEL A

Lys van die totale aftrekkings en bydraes aan die Voorsorgfonds vir die Meubelnywerheid, KwaZulu-Natal. Die Siektebystandsgenootskap vir Natalse Meubelwerkers (ten opsigte van lede van die Vakbond sowel as vrywillige nie-party-lede) en die Sterftebystandsvereniging vir Natalse Meubelwerkers wat kragtens klousule 13 (1) (a) van die Ooreenkoms gedoen moet word.

AANHANGSEL A

A	B
Weeklikse aftrekkings van werknemer se loon	Weeklikse bydrae deur werkgewer
7,25 persent van die gewone weekloon	7,25 persent van die gewone weekloon

Namens die partye op hede die 7de dag van April 1998 te Durban onderteken.

J. S. OLIVIER

Voorsitter

E. M. MOOSA

Adjunkvoorsitter (1)

G. MOONSAMY

Adjunkvoorsitter (2)

G. J. P. BLIGNAUT

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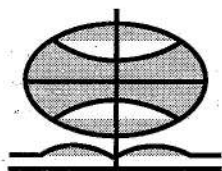
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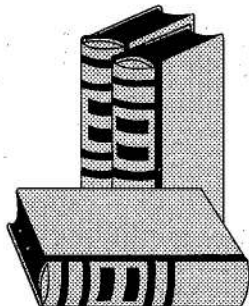
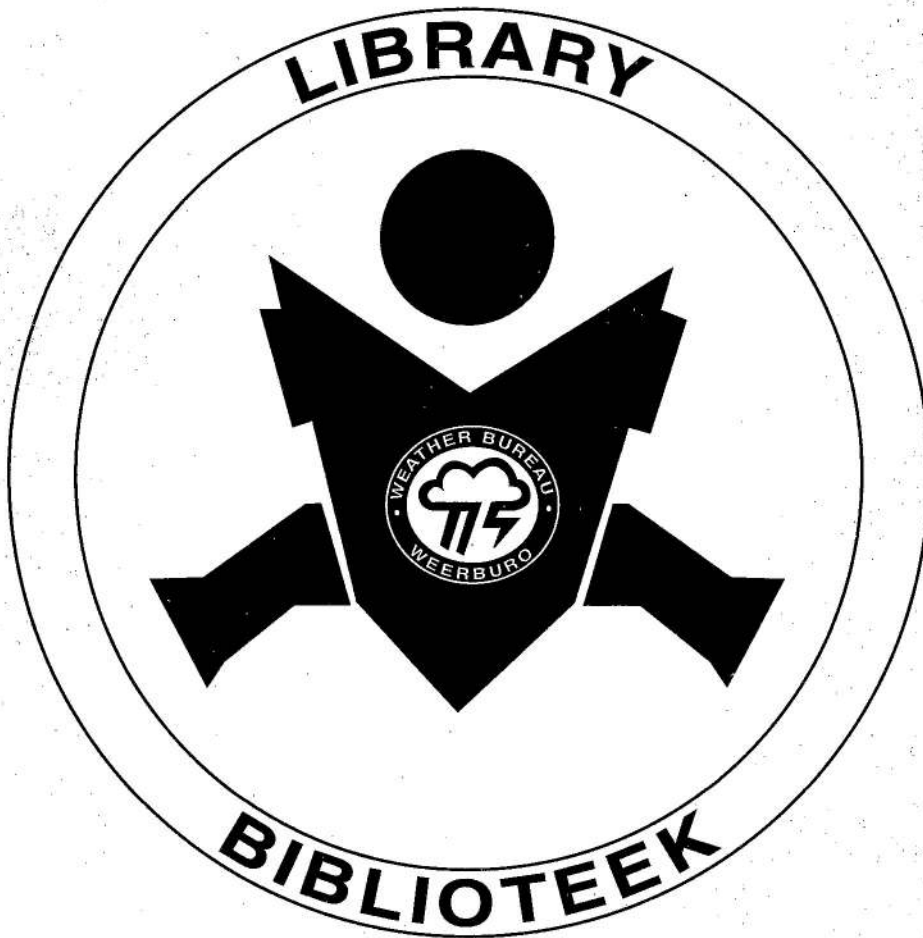
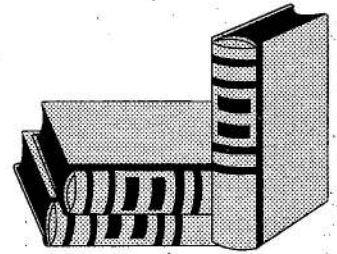
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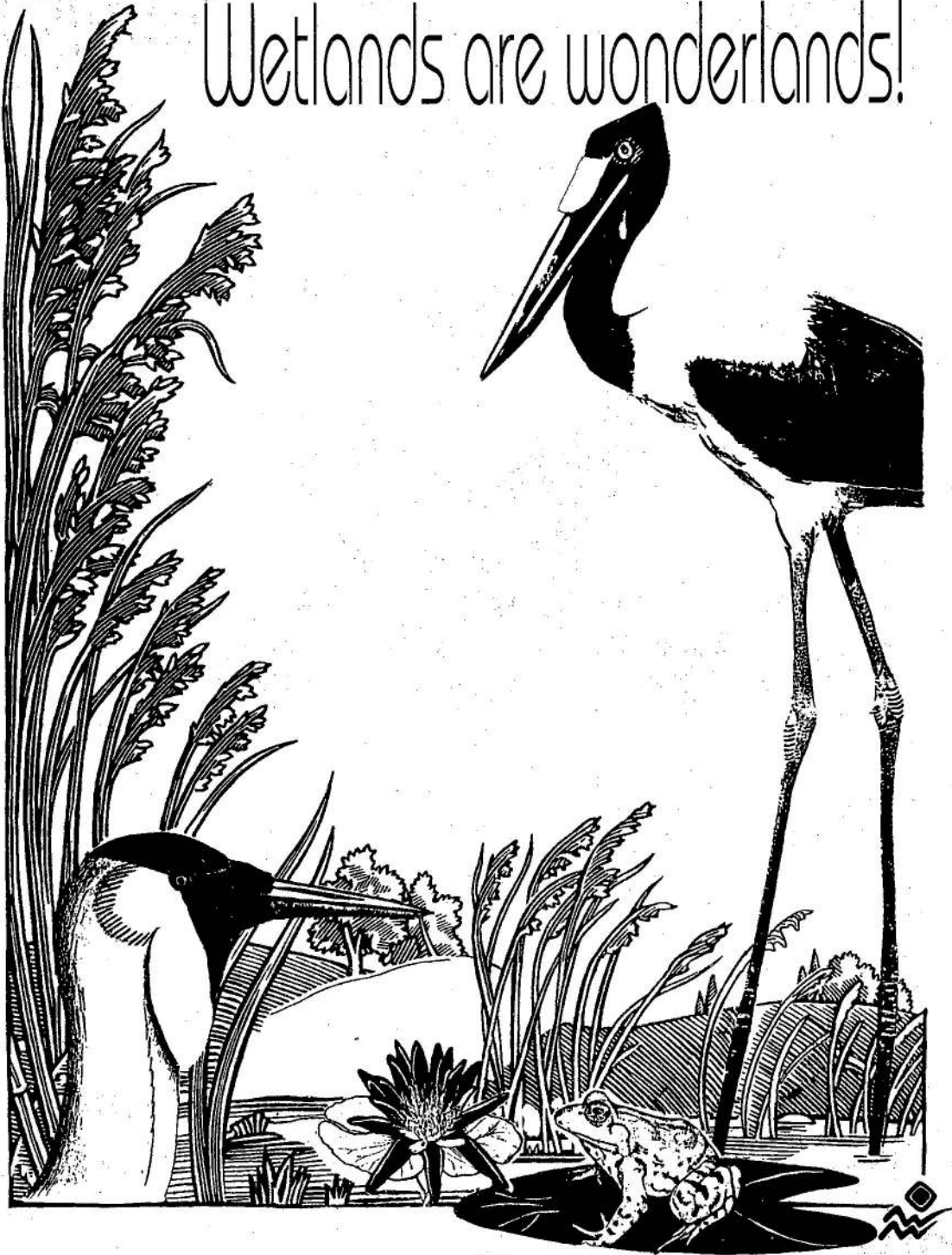
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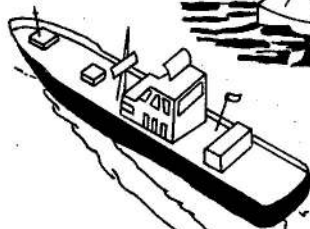
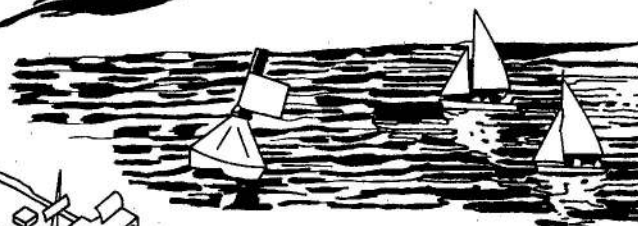
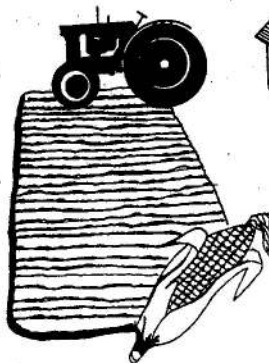
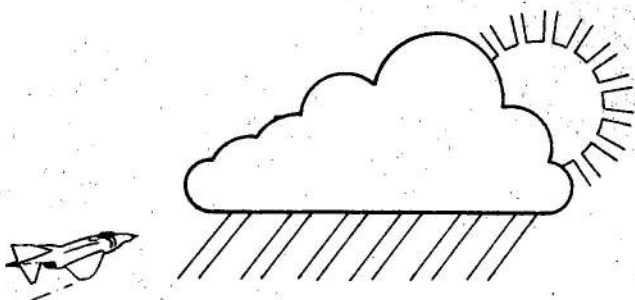
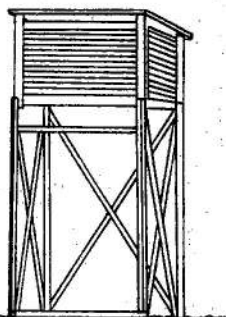
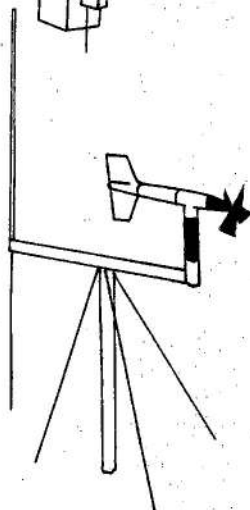
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CONTENTS

No.		Page No.	Gazette No.
GOVERNMENT NOTICE			
Labour, Department of			
<i>Government Notice</i>			
R. 749	Labour Relations Act (66/1995): Bargaining Council for the Furniture Manufacturing Industry, KwaZulu-Natal: Extension of Provident Fund and Mortality Benefit Association Collective Agreement to Non-parties	1	18932

INHOUD

No.		Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWING			
Arbeid, Departement van			
<i>Goewermentskennisgewing</i>			
R. 749	Wet op Arbeidsverhoudinge (66/1995): Bedingsraad vir die Meubelnywer- heid, KwaZulu-Natal: Uitbreiding van Voorsorgsfonds en Sterftebystands- vereniging Kollektiewe Ooreenkoms na Nie-partye	18	18932