

EXTRAORDINARY



BUITENGEWONE

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GOVERNMENT GAZETTE

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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 703. 26 April 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.

AMENDING AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 9th January 1969, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 9th January 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 703. 26 April 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, WES-KAAPLAND.

WYSIGINGSOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Januarie 1969 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Januarie 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman, wat voor

publication of Government Notice No. 1314 of the 28th August 1964, fell within the Magisterial District of Postmasburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice No. 1314 of the 28th August 1964, fell within the Magisterial District of Postmasburg and from the second Monday after the date of publication of this notice and for the period ending the 9th January 1969, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon these employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE.

AGREEMENT

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

Cape Furniture Manufacturers' Association,

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

National Association of Furniture and Allied Workers of South Africa; and

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape (hereinafter referred to as the "Council"), to amend the agreement published under Government Notice No. R.286 of the 26th February 1965, by the addition of the following clause to Part I:—

CLAUSE 40.

(1) An employer shall grant to any employee employed by him and who is absent from work through incapacity—

(a) in the case of an employee who works a 5-day week not less than 20 working days; and

(b) in the case of every other employee, not less than 24 working days,

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the remuneration he would have received had he worked during such period: Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a 5-day week, 1 working day in respect of each completed period of 5 weeks of employment and, in the case of every other employee, 1 working day in respect of each completed month of employment;

die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 binne die landdroisdistrik Postmasburg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Januarie 1969 eindig, in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdroisdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 binne die landdroisdistrik Postmasburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa; en

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland (hieronder die "Raad" genoem), om die ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 286 van 26 Februarie 1965, te wysig deur onderstaande klousule by Deel I te voeg:—

KLOUSULE 40.

(1) 'n Werkgewer moet aan 'n werknemer wat by hom in diens is en wat weens ongesteldheid van sy werk afwesig is, siekteverlof van altesaam—

(a) minstens 20 werkdade in die geval van 'n werknemer wat 5 dae per week werk; en

(b) minstens 24 werkdade in die geval van alle ander werknemers,

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom verleen en sodanige werknemer ten opsigte van die tydperk van afwesigheid ooreenkomstig die bepalings van hierdie subklousule, 'n bedrag van minstens die besoldiging betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) gedurende die eerste 12 agtereenvolgende maande diens 'n werknemer nie op meer siekteverlof met volle betaling geregtig is nie as, in die geval van 'n werknemer wat 5 dae per week werk, 1 werkdag ten opsigte van elke voltooide tydperk van 5 weke diens en, in die geval van alle ander werknemers, 1 werkdag ten opsigte van elke voltooide maand diens;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work for a period covering more than 2 consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period of up to 8 weeks received payment in terms of this subclause on 2 or more occasions without producing such a certificate, his employer may during the period of 8 weeks immediately succeeding the last occasion, require him to produce such a certificate in respect of any absence from work.

(2) For the purposes of this clause—

(a) "employment" includes any period during which an employee—

(i) is on leave in terms of clause 13;

(ii) is on sick leave in terms of subclause (1);

(iii) is absent from work on the instructions or at the request of his employer;

(iv) is undergoing military training in pursuance of the Defence Act, 1957 (Act No. 44 of 1957);

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii) plus up to 4 months of any period of military training referred to in subparagraph (iv) and undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date of commencement of this clause shall for the purposes of this clause be deemed to be employment, and any sick leave with remuneration in full granted to such an employee during the period of such employment shall for the purposes of this clause be deemed to have been granted under this Agreement; and

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941 (Act No. 30 of 1941), shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) The provisions of this clause shall not apply in respect of employees who are members of the Sick Pay Fund of the Furniture Manufacturing Industry of the Western Cape established in terms of the agreement published under Government Notice No. R. 704 of the 26th April 1968.

This Agreement signed on behalf of the parties on the 17th November 1967.

I. OSPOVAT, *Chairman.*

E. A. DEANE, *Vice-Chairman.*

R. U. KENNEY, *Secretary.*

No. R. 704. 26 April 1968.
INDUSTRIAL CONCILIATION ACT, 1956.
FURNITURE MANUFACTURING INDUSTRY,
WESTERN CAPE.
SICK PAY FUND AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Furniture Manufacturing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 2 years from the said Monday, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions.

M. VILJOEN,
Minister of Labour.

(ii) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling, deur hom, van enige bedrag waarop 'n werknemer ooreenkomstig hierdie subklousule ten opsigte van 'n afwesigheid van werk vir 'n langer tydperk as 2 agtereenvolgende dae aanspraak maak, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde geneeskundige praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en indien 'n werknemer gedurende enige tydperk van hoogstens 8 weke by 2 of meer geleenthede ooreenkomstig hierdie subklousule betaling ontvang het sonder om sodanige sertifikaat in te dien, kan sy werkgewer gedurende die tydperk van 8 weke wat onmiddellik op die laaste geleentheid volg, van hom vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk voor te lê.

(2) By die toepassing van hierdie klousule—

(a) omvat "diens" enige tydperk wat 'n werknemer—

(i) kragtens klousule 13 met verlof is;

(ii) kragtens subklousule (1) met siekteverlof is;

(iii) op las of op versoek van sy werkgewer van sy werk afwesig is;

(iv) in gevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957), militêre opleiding ondergaan;

en wat in 'n bepaalde jaar altesaam hoogstens 10 weke behoort ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus hoogstens 4 maande van enige tydperk van militêre opleiding bedoel in subparagraaf (iv) en in daardie jaar ondergaan, en alle ononderbroke diens wat 'n werknemer onmiddellik voor die datum van inwerkingtreding van hierdie klousule by dieselfde werkgewer gehad het, word by die toepassing van hierdie klousule geag diens te wees, en alle siekteverlof met volle besoldiging wat gedurende die tydperk van sodanige diens aan so 'n werknemer verleë is, word by die toepassing van hierdie klousule geag ooreenkomstig hierdie Ooreenkoms verleë te gewees het; en

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, behalwe as dit deur die werknemer se eie wangedrag veroorsaak is: Met dien verstande dat, as sodanige onvermoë om te werk, te wyte is aan 'n ongeluk of gelyste siekte waarvoor daar in gevolge die Ongevallewet, 1941 (Wet No. 30 van 1941), vergoeding betaalbaar is, sodanige onvermoë slegs geag word ongeskiktheid te wees gedurende 'n tydperk waarvoor daar geen vergoeding weens arbeidsongeskiktheid in gevolge genoemde Wet betaalbaar is nie.

(3) Die bepaling van hierdie klousule is nie ten opsigte van werknemers van toepassing nie wat lede is van die Siektebesoldigingsfonds van die Meubelnywerheid van Wes-Kaapland, ingestel kragtens die ooreenkoms gepubliseer by Goewermentskennisgewing No. 704 van 26 April 1968.

Hierdie Ooreenkoms is op 17 November 1967 namens die partye onderteken.

I. OSPOVAT, *Voorsitter.*

E. A. DEANE, *Ondervoorsitter.*

R. U. KENNEY, *Sekretaris.*

No. R. 704. 26 April 1968.
WET OP NYWERHEIDSVERSOENING, 1956.
MEUBELNYWERHEID, WES-KAAPLAND.
SIEKTEBESOLDIGINGSFONDSOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Meubelnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 2 jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE.

AGREEMENT

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

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa; and

National Union of Furniture and Allied Workers of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Cape), Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown and Prieska, but excluding that portion of the Magisterial District of Kuruman which prior to the publication of Government Notice No. 1314 of the 28th August 1964, fell within the Magisterial District of Postmasburg, by all employers who are members of the employers' organisation and engaged in the Furniture Manufacturing Industry and by all employees who are members of the trade unions and employed in that Industry.

(b) In the event of the expiry of the Main Agreement by the effluxion of time or cessation for any other cause during the currency of the Agreement, the classes of work and minimum rates of pay prescribed in the said Main Agreement shall be deemed to be the classes of work and the minimum rates of pay for purposes of this Agreement.

(c) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

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

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

2. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for 24 months or such period as may be determined by him.

3. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act of 1956, shall have the same meaning as in the Act and any reference to an Act shall include any amendments to such Act and unless inconsistent with the context—

"apprentice" means an employee serving under a written contract of apprenticeship recognized by the Council, or a contract of apprenticeship registered under the Apprenticeship Act of 1944;

"Furniture Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression, the industry in which the employers and employees are associated for any or all of the following:—

Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing, making of loose covers and/or cushions and/or curtains and/or the making and/or repairing of boxspring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning, carving in connection with the manufacture and/or repair of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tearoom,

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID—WES-KAAPLAND.

OOREENKOMS

ingevalge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Cape Furniture Manufacturers' Association

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

National Association of Furniture and Allied Workers of South Africa; en

National Union of Furniture and Allied Workers of South Africa

(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, Hopefield, Hermanus, Heidelberg (Kaap), Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Philipstown en Prieska, maar uitgesonderd daardie gedeelte van die landdrostdistrik Kuruman wat voor die publikasie van Goewermentskennissgewing No. 1314 van 28 Augustus 1964 binne die landdrostdistrik Postmasburg geval het, nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Meubelnywerheid betrokke is en deur alle werknemers wat lede van die vakverenigings is en in daardie Nywerheid werksaam is.

(b) Ingeval die Hofooreenkoms as gevolg van die verloop van tyd verstryk of as gevolg van 'n ander oorsaak gestaak word gedurende die geldigheidstermyn van die Ooreenkoms, word die klasse werk en die minimum besoldiging wat in genoemde Hofooreenkoms voorgeskryf word, geag die klasse werk en die minimum besoldiging vir die toepassing van hierdie Ooreenkoms te wees.

(c) Ondanks die bepalings van paragraaf (a) is die bepalings van hierdie Ooreenkoms—

(i) van toepassing op slegs dié werknemers vir wie lone in die Hofooreenkoms voorgeskryf word, en op die werkgewers van sodanige werknemers;

(ii) op vakleerlinge van toepassing vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens vasgestel is, onbestaanbaar is nie.

2. DATUM EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag vir 'n tydperk van 24 maande, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in die Ooreenkoms gebesig en in die Wet op Nywerheidsversoening van 1956 omskryf is, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy onbestaanbaar met die sinsverband, beteken—

„vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingkontrak wat deur die Raad erken word of 'n leerlingkontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is;

„Meubelnywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir ineen van of al die volgende:—

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleerwerk en/of herpoleerwerk, die maak van los oortreksels en/of kussings en/of gordyne en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, masjienhoutwerk, fineerwerk, houtdraaiwerk, houtneewerk in verband met die vervaardiging en/of herstel van meubels, poleer-, en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole,

office, church, school, bar or theatre furniture, and cabinets for musical instruments, and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or re-polishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

"contributions" means the amounts payable in terms of clause 18 of this Agreement;

"Council" means the Industrial Council for the Furniture Manufacturing Industry of the Western Cape registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"wage group" means the basic weekly wage prescribed in the Main Agreement (excluding payment for overtime or any other remuneration received by an employee);

"Main Agreement" means the Agreement published under Government Notice No. R. 286 of the 28th February 1965, and any amendments thereto.

4. ESTABLISHMENT OF SICK FUND.

(1) There is hereby established a Fund, which shall be known as the "Sick Pay Fund of the Furniture Manufacturing Industry of the Western Cape", hereinafter referred to as the "Fund".

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of clause 18 of this Agreement;

(b) interest derived from the investment of any moneys of the Fund in terms of clause 7 of this Agreement;

(c) any other moneys to which the Fund may become entitled.

(3) Membership of the Fund shall be compulsory for all employees employed in the Industry who are members of any of the trade unions.

5. OBJECT

The object of the Fund shall be to supply members of the Fund with benefits as prescribed in clauses 16 and 17 of this Agreement.

6. ADMINISTRATION.

(1) Control and administration of the Fund shall be vested in the Council.

(2) The Council shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto, which shall not be inconsistent with any Act or this Agreement shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL.

(1) All moneys paid to the Fund shall be deposited in a banking account to be opened in the name of the Fund at a bank and/or institution approved by the Industrial Council.

(2) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by 2 persons duly authorised thereto by the Council.

(3) All moneys regarded by the Council as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Saving Certificates or stock of the Republic of South Africa or local Government stocks or in any other manner approved by the Registrar.

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

(5) Auditor(s) shall be appointed by the Council. Such auditor(s) shall be registered in terms of the Public Accountants and Auditors Act, 1951.

(6) As soon as possible after the 31st December of each year, the Secretary of the Fund shall prepare a statement of all moneys received and owing and details of expenditure incurred and accrued for the 12 months ended 31 December, and a statement showing the Funds assets and liabilities which shall be certified by the auditor and submitted together with the auditors' report to the Council.

kroë of teaters, en kabinette vir musiekinstrumente en radio-en/of draadlooskabinette, en omvat dit die vervaardiging of prosesse vir die vervaardiging van beddegoed wat op so 'n wyse omskryf en vertolk moet word dat dit alle soorte matrasse, veermatrasse, beleglae, kussings, peule en stoelkussings insluit, en omvat dit ook die werksaamhede verrig op alle persele waar masjienhoutwerk, houtdraai- en/of houtsneewerk in verband met die vervaardiging van meubels gedoen word; en omvat dit voorts herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfsinrigtings waar meubels vervaardig word of enige werksaamheid in verband met die finale bereiding van meubelstukke vir verkoop, of in hul geheel of gedeeltelik verrig word, en fineerwerk aan deure wat van lamelblokbord of laag-hout gemaak en vir meubels gebruik word, en alle dele van materiaal wat vir die maak van meubels gebruik word; maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak is, en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

"bydraes" die bedrae wat ingevolge klousule 18 van hierdie Ooreenkoms betaalbaar is;

"Raad" die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland wat ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956, geregistreer is;

"loongroep" die basiese weekloon wat in die Hoofdooreenkoms voorgeskryf word (uitgesonderd oortyd- of enige ander besoldiging wat 'n werknemer ontvang);

"Hoofdooreenkoms" die ooreenkoms wat by Goewermentskennisgewing No. R. 286 van 28 Februarie 1965 gepubliseer is en alle wysigings daarvan.

4. STIGTING VAN SIEKEFONDS.

(1) Hierby word 'n fonds ingestel wat as die „Siektebesoldigingsfonds van die Meubelnywerheid van Wes-Kaapland” bekend staan en hieronder die „Fonds” genoem word.

(2) Die Fonds bestaan uit—

(a) bydraes wat in die Fonds gestort word ooreenkomstig klousule 18 van hierdie Ooreenkoms;

(b) rente wat verkry word uit die belegging van gelde van die Fonds ooreenkomstig klousule 7 van hierdie Ooreenkoms;

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

(3) Lidmaatskap van die Fonds is verpligtend vir alle werknemers wat in die Nywerheid werksaam is en wat lede van enige van die vakverenigings is.

5. OOGMERK.

Die oogmerk van die Fonds is om aan lede van die Fonds bystand te verleen soos in klousule 16 en 17 van hierdie Ooreenkoms voorgeskryf.

6. ADMINISTRASIE.

(1) Die beheer en administrasie van die Fonds berus by die Raad.

(2) Die Raad het die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te verander. Kopieë van die reëls en alle wysigings daarvan, wat nie met enige wet of hierdie Ooreenkoms mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

7. FINANSIËLE BEHEER.

(1) Alle gelde aan die Fonds betaal, word in 'n bankrekening gedeponeer wat op naam van die Fonds geopen word by 'n bank en/of instelling wat deur die Nywerheidsraad goedgekeur is.

(2) Alle betalings uit die Fonds geskied by wyse van tjeks wat teen die Fonds se rekening getrek word, en sodanige tjeks word deur 2 persone onderteken wat behoorlik deur die Raad daartoe gemagtig word.

(3) Alle gelde wat na die mening van die Raad 'n surplus uitmaak vir sover dit die Fonds se onmiddellike behoeftes betref, kan in 'n bank of geregistreerde bouvereniging op deposito geplaas of in Nasionale Spaarsertifikate of effekte van die Republiek van Suid-Afrika of plaaslike owerhede belê of op enige ander wyse behandel word wat die Registrateur goedkeur.

(4) Alle onkoste aangegaan in verband met die administrasie van die Fonds, kom ten laste van die Fonds.

(5) Ouditeur(s) word deur die Raad aangestel. Sodanige ouditeur(s) moet ingevolge die Wet op Openbare Rekenmeesters en Ouditers, 1951, geregistreer wees.

(6) Die Sekretaris van die Fonds moet so gou moontlik na 31 Desember elke jaar 'n staat opstel van alle gelde wat ontvang en verskuldig is en van besonderhede van uitgawes wat aangegaan is en opgeloop het gedurende die 12 maande geëindig 31 Desember, en 'n staat wat die bates en laste van die Fonds toon en wat deur die ouditeur gesertifiseer moet word, moet saam met die ouditeur se verslag aan die Raad voorgeleë word.

(7) The audited statement and report thereon shall be open for inspection at the office of the Council and copies countersigned by the Chairman shall be sent to the Industrial Registrar within 3 months of the close of the period covered thereby.

8. EXPIRY OF AGREEMENT.

(a) Any Agreement declared by the Minister to be binding in terms of section forty-eight of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement may make provision for the continuity and administration of the Fund.

(b) In the event of the expiry of this Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 24 months from the date of such expiry, or the Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall during the said period of 24 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Council.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by a Management Committee consisting of the members of the Council in office at the date on which the Council ceases to function or is dissolved. Any vacancies occurring on such Committee may be filled by the Registrar from employers and employees in the Industry so as to ensure an equality of employer and employee representatives in the membership of the Committee.

(d) Should members of the Council at the time of its dissolution be unable or unwilling to administer the affairs of the Sick Fund, or should a deadlock arise between the members of the Committee rendering the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties which would have been entrusted to such members, and who shall then possess all the powers of the Council in relation to the affairs of the Sick Fund. In the event of there being no Council in existence the Fund shall be liquidated upon the expiry of the Agreement in the manner set forth in clause 9 of the Agreement.

9. LIQUIDATION.

(1) Upon liquidation of the Fund in terms of clause 8, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including any administration and liquidation expenses shall be distributed on the basis of 73 per cent to the trade unions and 27 per cent to the Cape Furniture Manufacturers' Association.

(2) The Fund shall be liquidated by the Council or in the event of there being no Council by the Management Committee functioning in terms of clause 8, or the trustee (or trustees) appointed by the Registrar, as the case may be.

10. AGENTS.

The Council may appoint 1 or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to permit such persons to institute and complete such enquiries and to examine such documents, books, wage sheets, time and pay tickets, and to interrogate such individuals, and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

11. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both the official languages of the Republic of South Africa.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

The benefits provided for by the Fund shall not be transferable and any beneficiary who attempts to assign, transfer or otherwise cede or pledge or hypothecate his or her right shall have all benefits from the Fund immediately suspended for a period of 3 months.

(7) Die geouditeerde staat en die verslag daarvoor lê daarna ter insae in die kantoor van die Raad, en kopieë, mede-onderteken deur die Voorsitter, moet binne 3 maande na die einde van die tydperk wat daardeur gedek word, aan die Nywerheids-registrateur gestuur word.

8. VERSTRYKING VAN OOREENKOMS.

(a) Enige ooreenkoms wat die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, bindend verklaar en wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die voortsetting en administrasie van die Fonds.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan vervel en 'n latere ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, nie binne 'n tydperk van 24 maande vanaf sodanige vervaldatum aangegaan word nie, of indien die Fonds nie binne sodanige tydperk deur die Raad na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is, oorgedra word nie, word die Fonds gelikwadeer. Die Fonds moet gedurende genoemde tydperk van 24 maande of tot tyd en wyl dit na 'n ander fonds soos hierbo bedoel, oorgedra of by 'n latere ooreenkoms voortgesit word, deur die Raad geadministreer word.

(c) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fonds nog geadministreer word deur 'n Bestuurskomitee bestaande uit dié lede van die Raad wat die amp van raadslid beklee op die datum waarop die Raad ophou om te funksioneer of ontbind word. 'n Vakature wat in sodanige Komitee ontstaan, kan deur die Registrateur aangevul word uit die geledere van die werkgewers en werknemers in die Nywerheid en wel op so 'n manier dat 'n gelyke getal werkgewers- en werknemersvertegenwoordigers in die Komitee verseker word.

(d) Indien lede van die Raad ten tyde van sy ontbinding nie daartoe in staat is nie of onwillig is om die sake van die Siekefonds te administreer, of indien daar 'n dooiepunt tussen die lede van die Komitee ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onmoontlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte uit te voer wat aan sodanige lede toevertrou sou gewees het, en sodanige trustee of trustees het dan al die Raad se bevoegdhede in verband met die sake van die Siekefonds. Ingeval daar geen Raad bestaan nie, word die Fonds by die verstryking van die Ooreenkoms gelikwadeer op die wyse voorgeskryf in klousule 9 van die Ooreenkoms.

9. LIKWIDASIE.

(1) By die likwidasië van die Fonds ooreenkomstig klousule 8, word die gelde wat in die krediet van die Fonds oorbly na betaling van alle eise teen die Fonds, met inbegrip van alle administrasie- en likwidasiëkoste, verdeel word op 'n grondslag van 73 persent aan die vakverenigings en 27 persent aan die Cape Furniture Manufacturers' Association.

(2) Die Fonds word gelikwadeer deur die Raad, of, ingeval daar geen Raad is nie, deur die Bestuurskomitee wat ingevolge klousule 8 funksioneer, of deur die trustee (of trustees) deur die Registrateur aangestel, na gelang van die geval.

10. AGENTE.

Die Raad kan 1 of meer aangewese persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tyd- en betaalkaarte te ondersoek en om dié persone te ondervra en dié stappe te doen wat nodig mag wees om vas te stel of die bepalings van die Ooreenkoms nagekom word, en niemand mag 'n valse verklaring aan sodanige agent in die loop van sy ondersoek maak nie.

11. VERTONING VAN OOREENKOMS.

Elke werkgewer moet in of op die plek waar sy werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika opplak en opgeplak hou.

12. BYSTAND NIE VERVREEMBAAR OF EKSEKUTABEL NIE.

Die bystand waarvoor die Fonds voorsiening maak, is nie oordraagbaar nie, en waar 'n bevoordeelde sy of haar reg probeer oormak, oordra of op 'n ander wyse seeder of verpand of verhypotekeer, word alle bystand uit die Fonds onmiddellik vir 'n tydperk van 3 maande opgeskort.

13. CLAIMS.

(1) Claims for sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Council from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the applicant concerned; provided, however, that the Council may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) No claims shall be recognised by the Fund if not submitted within 30 days after the first absence from employment on account of illness, and/or if the applicant has failed to act upon proper medical advice, nor will payment be made for any prior period of more than 3 days before the applicant first interviewed his medical practitioner.

14. POWERS AND DUTIES OF MANAGEMENT.

The Council shall have full control of the affairs of the Fund and in particular may—

(a) engage staff to assist in the administration of the Fund, fix their remuneration and define their duties;

(b) refuse any, or all benefits to applicants who have acted in a manner calculated or reasonably likely to injure the interests of the Fund; provided that such applicant shall be permitted to appear before the Council to state his case;

(c) sanction expenditure from the Fund;

(d) take steps to enforce payment of contributions or any sums due to the Fund;

(e) where any beneficiary has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS.

Notwithstanding anything contained in this Agreement—

(a) the Council shall have discretionary power to grant additional assistance to employees suffering hardship arising from illness, and may grant special relief to employees by means of pecuniary grants, loans, or otherwise, on such conditions as it may from time to time determine;

(b) the Council may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine.

Applications for exemption shall be made to the Secretary of the Council.

16. SICK PAY BENEFITS.

(a) Subject to the provisions of subclauses (b) to (m) of this clause the following sick pay benefits shall be payable to members of the Fund who are absent from work on account of illness or accident:—

(i) Members, other than apprentices:—

Wage Group.	Sick Pay Benefits. Per Week.
1. Up to R12 per week.....	R6
2. Over R12 but not exceeding R16 per week.....	R8
3. Over R16 but not exceeding R24 per week.....	R12
4. Over R24 per week.....	R16

(ii) Apprentices:—

One half the weekly wage, as stipulated in the contract of apprenticeship, or half the contract wage as amended by notice in the *Government Gazette*.

(b) No sick pay benefits shall be payable for 1 day's absence. For all absences due to illness or accident, in excess of 1 day, sick pay benefits shall become payable, provided that all claims for sick pay benefits must be supported by a doctor's certificate. Sick pay benefits for absences of less than 1 week shall be calculated on a pro rata basis.

(c) No sick pay benefits shall be payable in respect of paid public holidays specified in the Main Agreement for the Industry or in respect of any portion of annual leave period for which an employee receives holiday pay, but an employee shall become entitled to benefits as from the date he or she was due to commence work, subject to the provisions of paragraph (b) above.

13. EISE.

(1) Eise om siektebesoldigingsbystand uit die Fonds moet by die Fonds ingedien word op die vorm wat die Raad van tyd tot tyd voorskryf en moet vergesel gaan van 'n gedetailleerde mediese sertifikaat op die voorgeskrewe vorm. Die koste van die mediese sertifikaat word deur die betrokke aansoeker gedra; met dien verstande egter dat die Raad 'n onafhanklike mediese ondersoek mag vereis waarvan die koste teen die Fonds in rekening gebring moet word.

(2) Geen eise word deur die Fonds erken nie tensy dit binne 30 dae na die eerste afwesigheid van werk as gevolg van siekte ingedien word en/of indien die aansoeker in gebreke gebly het om volgens behoorlike mediese advies te handel, en daar word ook geen bedrag vir 'n vroeër tydperk van meer as 3 dae voordat die aansoeker die eerste keer sy mediese praktisyn geraadpleeg het, betaal nie.

14. BESTUURSBEVOEGDHEDE EN -PLIGTE.

Die Raad het volle beheer oor die sake van die Fonds en kan in die besonder—

(a) personeel in diens neem om te help met die administrasie van die Fonds, hulle besoldiging vasstel en hulle pligte omskryf;

(b) enige of alle bystand aan aansoekers weier wat op 'n wyse gehandel het wat daarop bereken is om die belange van die Fonds te skaad of wat dit na alle redelike waarskynlikheid sal doen; met dien verstande dat sodanige aansoeker toegelaat word om voor die Raad te verskyn om sy saak te stel;

(c) magtiging verleen vir uitgawes uit die Fonds;

(d) stappe doen om die betaling van bydraes of bedrae wat aan die Fonds verskuldig is, af te dwing;

(e) waar 'n bevooroordeelde na sy mening oormatige bystand ontvang het, ondersoek laat instel en vir dié tydperke wat hy mag bepaal, sodanige verdere bystand terughou.

15. VOORBEHOUDSBEPALINGS.

Ongeag enige bepaling in hierdie Ooreenkoms—

(a) het die Raad die diskresionêre bevoegdheid om bykomsende hulp te verleen aan werknemers wat swaar kry as gevolg van siekte, en kan die Raad spesiale bystand deur middel van geldelike toelaes, lenings, of op ander maniere aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd mag bepaal;

(b) kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal.

Daar moet by die Sekretaris van die Raad aansoek om vrystelling gedoen word.

16. SIEKTEBESOLDIGINGSBYSTAND.

(a) Behoudens die bepalings van subklousule (b) tot (m) van hierdie klousule, is ondergenoemde siektebesoldigingsbystand betaalbaar aan lede van die Fonds wat van die werk afwesig is weens siekte of 'n ongeluk:—

(i) Lede, uitgesonderd vakleerlinge:—

Loongroep.	Siektebesoldigingsbystand. Per week.
1. Tot R12 per week.....	R6
2. Meer as R12 maar hoogstens R16 per week.....	R8
3. Meer as R16 maar hoogstens R24 per week.....	R12
4. Meer as R24 per week.....	R16

(ii) Vakleerlinge:—

Die helfte van die weekloon soos beding in die leerlingkontrak, of die helfte van die kontrakloon soos gewysig by kennisgewing in die *Staatskoerant*.

(b) Geen siektebesoldigingsbystand is vir 'n afwesigheid van 1 dag betaalbaar nie. Siektebesoldigingsbystand word betaalbaar vir alle afwesigheid, weens siekte of 'n ongeluk, wat langer as 1 dag duur; met dien verstande dat alle eise om siektebesoldigingsbystand deur 'n doktersertifikaat gesteun moet word. Siektebesoldigingsbystand vir afwesigheid van minder as 1 week word op 'n pro rata-grondslag bereken.

(c) Geen siektebesoldigingsbystand is ten opsigte van die openbare vakansiedae met besoldiging, soos in die Hofooreenkoms vir die Nywerheid gespesifiseer, of ten opsigte van 'n gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer vakansiebesoldiging ontvang, betaalbaar nie, maar 'n werknemer word, behoudens die bepalings van paragraaf (b) hierbo, geregtig op bystand vanaf die datum waarop hy of sy moet begin werk het.

(d) For any disablement or illness falling within the provisions of the Workmen's Compensation Act, 1941, half the sick pay benefits prescribed in this clause shall be payable in addition to whatever is received from the Accident Fund established in terms of the said Act.

(e) No sick pay benefits shall be payable to female employees in respect of absence from work due to pregnancy or confinements.

(f) No sick pay benefits shall be paid to an employee in respect of the following:—

(i) Insanity, mental disorders or neurosis, alcoholism, the use of narcotics, venereal disease, self injury or attempted suicide.

(ii) Engaging in hunting, mountaineering or racing on wheels, professional sport, motor-cycling, other than motor-cycling to and from employees' normal work.

(iii) The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft except as a fare-paying passenger on a regular schedule airline.

(iv) Injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting.

(v) Unless he observed all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness.

(vi) In respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the Fund, or any illness directly connected with such ailment.

(vii) Undergoing special treatments recommended by persons other than a registered medical practitioner.

(viii) If he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation.

(ix) Any other activities not connected with his or her normal work as defined by the Council.

(g) No sick pay benefits shall be payable to employees during the period they are entitled to receive unemployment benefits falling within the scope of the Unemployment Insurance Act.

(h) An employee engaged subsequently to the date of coming into operation of this Agreement shall not be eligible for sick pay benefits until 13 weeks' contributions have been made to the Fund by him or her; provided that previous contributions terminated by a period of unemployment or a change of employer within the Industry shall count as qualifying contributions.

(i) Employees on leaving the Industry shall immediately cease to be entitled to sick pay benefits.

(j) An employee leaving the Industry and subsequently returning to the industry shall after 13 weekly contributions have been made to the fund by him or her be eligible for sick pay benefits.

(k) No sick pay benefits shall be payable in respect of continuous periods of absence exceeding 10 weeks until such time as the employee shall have completed a further 10 weeks of employment and for purposes of this clause absences separated from each other by less than 10 weeks shall be deemed to be continuous.

(l) No member shall engage in employment, whether for remuneration or not during the period he is in receipt of benefits.

(m) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Council, he shall refund the benefits received.

17. ADDITIONAL BENEFITS.

In addition to the Sick Pay Benefits prescribed in clause 16, the Fund shall pay doctors' fees, expenses of surgical operations, specialists' fees, hospital accommodation and medicines supplied on doctors' prescriptions.

Payment by the Fund in respect of these charges will be on the following basis and may be increased at the discretion of the Council; provided such increases are effected by way of a published agreement in terms of section 48 of the Act:—

(i) **Doctors' Fees.**—Expenses of treatment of any illness by a registered general medical practitioner or, on the instruction of such practitioner by a registered medical auxiliary:—

70 Per cent of the actual fee charged for such treatment, or of the corresponding tariff fee therefore, whichever is the lesser.

These benefits are not available in respect of surgery or specialists' services referred to below.

(d) Vir ongeskiktheid of siekte waarop die bepalings van die Ongevallewet, 1941, van toepassing is, is die helfte van die siektebesoldigingsbystand in hierdie klousule voorgeskryf, betaalbaar benewens die bedrag wat ontvang word uit die Ongeluksfonds wat ingevolge genoemde Wet gestig is.

(e) Geen siektebesoldigingsbystand is aan vroulike werknemers ten opsigte van afwesigheid van werk as gevolg van swangerskap of bevallings betaalbaar nie.

(f) Geen siektebesoldigingsbystand word aan 'n werknemer ten opsigte van die volgende betaal nie:—

(i) Kranksinnigheid, geestesgebreke of neuroses, alkoholisme, die gebruik van verdowingsmiddels, geslagsiektes, selfbesering, of gepoogde selfmoord.

(ii) Deelname aan jag, bergklim of wedrenne op wiele, professionele sport, motorfietsry, met die uitsondering van motorfietsritte na en van werknemers se gewone werk.

(iii) Die verrigting van 'n onwettige daad, diens in die gewapende magte, vlug of gepoogde vlug in 'n lugvaartuig, behalwe as 'n passasier, wat reisgeld betaal, in 'n gereelde vlug van 'n lugredery.

(iv) Besering toegedien deur 'n militêre of usurpatormag, afgesien daarvan of daar 'n oorlogsverklaring was of nie, of as gevolg van oproer of burgerlike onluste of deelname aan gevegte.

(v) Tensy hy alle redelike instruksies of aanbevelings van sy geneesheer gevolg het om die voortduur of herhaling van 'n siekte te voorkom.

(vi) Ten opsigte van enige misvormdheid, chroniese siekte of ander aandoening waaraan hy gelyk het toe hy lid van die Fonds geword het, of enige siekte wat regstreeks verband hou met sodanige aandoening.

(vii) Die ondergaan van spesiale behandeling aanbeveel deur ander persone as 'n geregistreerde mediese praktisyn.

(viii) Indien hy beserings opdoen, hetsy opsetlik of per ongeluk, waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en dit wel betaal.

(ix) Alle ander aktiwiteite wat nie met sy of haar gewone werk soos deur die Raad omskryf, in verband staan nie.

(g) Geen siektebesoldigingsbystand is aan werknemers betaalbaar nie gedurende die tydperk wat hulle geregtig is om werkloosheidsbystand binne die bestek van die Werkloosheidsversekeringswet te ontvang.

(h) 'n Werknemer wat na die datum van inwerkingtreding van hierdie Ooreenkoms in diens geneem word, is nie op siektebesoldigingsbystand geregtig nie totdat hy of sy 13 weke se bydraes aan die Fonds betaal het; met dien verstande dat vorige bydraes wat deur 'n tydperk van werkloosheid of 'n verandering van werkgever binne die Nywerheid beëindig is, as kwalifiserende bydraes tel.

(i) Werknemers is, wanneer hulle die Nywerheid verlaat onmiddellik nie meer op siektebesoldigingsbystand geregtig nie.

(j) 'n Werknemer wat die Nywerheid verlaat en later na die Nywerheid terugkeer, is op siektebesoldigingsbystand geregtig nadat hy of sy 13 weeklikse bydraes aan die Fonds betaal het.

(k) Geen siektebesoldigingsbystand is ten opsigte van ononderbroke tydperke van afwesigheid van meer as 10 weke betaalbaar nie tot tyd en wyl die werknemer 'n verdere 10 weke gewerk het, en vir die toepassing van hierdie klousule word afwesigheid wat minder as 10 weke uitmekaar is, geag aaneenlopend te wees.

(l) Geen lid mag gedurende die tydperk wat hy bystand ontvang, diens doen nie, afgesien daarvan of hy vergoeding daarvoor ontvang of nie.

(m) Indien 'n lid gedurende die tydperk wat hy bystand ontvang, winsgewende werk sonder die toestemming van die Raad verrig, moet hy die bystand wat ontvang is, terugbetaal.

17. BYKOMENDE BYSTAND.

Benewens die Siektebesoldigingsbystand in klousule 16 voorgeskryf, betaal die Fonds doktersgelde, die koste van snykundige operasies, spesialisgelde, en die koste van huisvesting in 'n hospitaal en medisyne wat volgens doktersvoorskrifte verskaf word.

Die betaling, deur die Fonds, van hierdie gelde geskied op onderstaande grondslag en kan na goedvinde van die Raad verhoog word; met dien verstande dat sodanige verhogings bewerkstellig word by wyse van 'n gepubliseerde ooreenkoms ooreenkomstig artikel 48 van die Wet:—

(i) **Doktersgelde.**—Die koste verbonde aan die behandeling van 'n siekte deur 'n geregistreerde algemene praktisyn of, op instruksie van sodanige praktisyn, deur 'n geregistreerde mediese heler:—

70 persent van die werklike gelde wat vir sodanige behandeling gevorder word of 70 persent van die desbetreffende vasgestelde gelde, naamlik die kleinste bedrag.

Hierdie bystand is nie ten opsigte van die chirurgiese- of spesialisdienste hieronder genoem, beskikbaar nie.

(ii) *Surgery*.—Expenses of surgical operations, and fees of registered specialists, surgeons, anaesthetists or general medical practitioners taking part in such operation:—

90 Per cent of the actual fees charged for such operation or of the corresponding tariff fee therefore, whichever is the lesser.

(iii) *Specialists' services*.—Expenses of treatment of any illness by a registered specialist:—

70 Per cent of the actual fee charged for such treatment, or of the corresponding tariff fee therefore, whichever is the lesser.

Benefits in respect of specialists' services are available only if the treatment was effected on the recommendation of a registered general medical practitioner. These benefits do not apply in respect of surgery.

(iv) *Hospital Accommodation*.—The total cost of accommodation in hospitals administered by the Cape Provincial Administration. A member of the Fund may enter a private hospital of so desired but the Fund will then pay to such a member only the cost of accommodation had the member entered a Provincial Hospital.

(v) *Medicines*.—An amount not exceeding R1 will be paid towards the cost of medicines prescribed by a registered medical practitioner during any 1 treatment.

For the purpose of this clause, the tariff referred to herein is that which appears in Government Notice No. R. 1378 of the 1st September 1967, and the term "registered" means registered in terms of the Medical, Dental and Pharmacy Act, 1928.

18. CONTRIBUTIONS.

(1) (a) From the Trade Union contributions referred to in clause 12 of the Main Agreement, the Council is authorised to transfer the following amounts to the Fund, and these amounts will constitute the employees' contribution to the Fund.

Earnings.	Amount per Week.	
	Apprentices.	Other Employees.
1. Up to R12 per week.....	5c	10c
2. Over R12 but not exceeding R16 per week.....	10c	15c
3. Over R16 but not exceeding R24 per week.....	10c	20c
4. Over R24 per week.....	10c	25c

(b) Each employer who is a member of the Cape Furniture Manufacturers' Association shall contribute each week in respect of his employees who are members of the trade unions the amounts shown hereunder:—

Earnings of Employee.	Employers' Contribution per Week.	
	In respect of Apprentices.	In respect of Other Employees.
1. Up to R12 per week.....	3c	3c
2. Over R12 but not exceeding R16 per week.....	5c	5c
3. Over R16 but not exceeding R24 per week.....	5c	7c
4. Over R24 per week.....	5c	10c

(c) Such contributions shall be forwarded not later than the 10th day of each month, to the Council for payment into the Fund.

19. EMPLOYEE'S IDENTIFICATION CARD.

(1) An employee's identification card shall be issued by the Council to each employee contributing to the Sick Fund as evidence of his or her registration as a contributor and such card shall not be transferable.

(2) These cards shall remain the property of the Fund and shall be surrendered to the Council when an employee ceases to contribute to the Fund.

20. INDEMNITY.

The members of the Industrial Council and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about bona fide discharge of their duties.

This Agreement signed on behalf of the parties on the 18 September 1967.

I. OSPOVAT, *Chairman*.
E. A. DEANE, *Vice-Chairman*.
R. U. KENNEY, *Secretary*.

(ii) *Chirurgie*.—Die koste van chirurgiese operasies, en die gelde van geregistreerde spesialiste, chirurgie, narkotiseurs en algemene mediese praktisyne wat aan sodanige operasie deelneem:—

90 persent van die werklike gelde wat vir sodanige operasie gevorder word of 90 persent van die desbetreffende vasgestelde gelde, naamlik die kleinste bedrag.

(iii) *Dienste van spesialiste*.—Die koste verbonde aan die behandeling van 'n siekte deur 'n geregistreerde spesialis:—

70 persent van die werklike gelde wat vir sodanige behandeling gevorder word of 70 persent van die desbetreffende vasgestelde gelde, naamlik die kleinste bedrag.

Bystand ten opsigte van die dienste van spesialiste is beskikbaar slegs indien die behandeling toegedien word op aanbeveling van 'n geregistreerde algemene mediese praktisyne. Hierdie bystand is nie ten opsigte van chirurgie van toepassing nie.

(iv) *Huisvesting in 'n hospitaal*.—Die totale koste van huisvesting in 'n hospitaal wat deur die Kaapse Provinsiale Administrasie bestuur word. 'n Lid van die Fonds kan in 'n private hospitaal opneem word indien hy dit verkies, maar die Fonds betaal dan aan sodanige lid slegs die koste van huisvesting wat die lid in 'n provinsiale hospitaal sou betaal het.

(v) *Medisyne*.—'n Bedrag van hoogstens R1 word betaal ter bestryding van die koste van medisyne wat 'n geregistreerde mediese praktisyne gedurende 1 bepaalde behandeling voorgeskryf het.

Vir die toepassing van hierdie klousule, is die vasgestelde gelde wat hierin bedoel word, dié wat in Goewernementskennisgewing No. R. 1378 van 1 September 1967 verskyn, en beteken die term „geregistreer" geregistreer ingevolge die Wet op Geneesher, Tandartse en Aptekers, 1928.

18. BYDRAES.

(1) (a) Die Raad is bevoeg om die volgende bedrae uit die Vakverenigingbydraes wat in klousule 12 van die Hoofvoorenkoms bedoel word, na die Fonds oor te dra, en hierdie bedrae maak die werknemers se bydrae tot die Fonds uit.

Verdienste.	Weeklikse bedrag.	
	Vakleerlinge.	Ander werknemers.
1. Tot R12 per week.....	5c	10c
2. Meer as R12 maar hoogstens R16 per week.....	10c	15c
3. Meer as R16 maar hoogstens R24 per week.....	10c	20c
4. Meer as R24 per week.....	10c	25c

(b) Elke werknemer wat lid is van die Cape Furniture Manufacturers' Association moet elke week ten opsigte van sy werknemers wat lede van die vakverenigings is, die volgende bedrae bydra:—

Verdienste van werknemer.	Werkgewers se bydrae per week.	
	Ten opsigte van vakleerlinge.	Ten opsigte van ander werknemers.
1. Tot R12 per week.....	3c	3c
2. Meer as R12 maar hoogstens R16 per week.....	5c	5c
3. Meer as R16 maar hoogstens R24 per week.....	5c	7c
4. Meer as R24 per week.....	5c	10c

(c) Sodanige bydraes moet voor of op die 10de dag van elke maand aan die Raad gestuur word vir inbetaling in die Fonds.

19. WERKNEMER SE IDENTIFIKASIEKAART.

(1) 'n Werknemer se identifikasiekaart word deur die Raad aan elke werknemer wat tot die Siekefonds bydra, uitgereik as bewys van sy of haar registrasie as 'n bydraer, en sodanige kaart is nie oordraagbaar nie.

(2) Hierdie kaarte bly die eiendom van die Fonds en moet aan die Raad teruggegee word wanneer 'n werknemer ophou om tot die Fonds by te dra.

20. VRYWARING.

Die lede van die Nywerheidsraad en die ampsdraers en werknemers van die Fonds is nie vir die skulde en verpligtings van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide uitvoering van hulle pligte aangaan.

Hierdie Ooreenkoms is op 18 September 1967 namens die partye onderteken.

I. OSPOVAT, *Voorsitter*.
E. A. DEANE, *Ondervoorsitter*.
R. U. KENNEY, *Sekretaris*.

No. R. 705. 26 April 1968.
**FACTORIES, MACHINERY AND BUILDING
 WORK ACT, 1941.**

**EXEMPTION FROM SICK LEAVE PROVISIONS.
 FURNITURE MANUFACTURING INDUSTRY,
 WESTERN CAPE.**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, exempt all employers who are subject to the Agreement for the Furniture Manufacturing Industry, published under Government Notice No. R. 704 of the 26th April 1968, from the requirements of section 21 A of the said Act, in respect of employees who are entitled to benefits in terms of the said Agreement.

M. VILJOEN,
 Minister of Labour.

No. R. 705. 26 April 1968.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

**VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.
 MEUBELNYWERHEID, WES-KAAPLAND.**

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, alle werkgewers wat onderhewig is aan die Ooreenkoms vir die Meubelnywerheid wat by Goewermentskennisgewing No. R. 704 van 26 April 1968 gepubliseer is, vry van die vereistes van artikel 21 A van genoemde Wet, ten opsigte van werknemers wat op voordele kragtens genoemde Ooreenkoms geregtig is.

M. VILJOEN,
 Minister van Arbeid.

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