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PRETORIA, 26 JUNE 1964.
26 JUNIE

[No. 838.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 966.] [26 June 1964.
INDUSTRIAL CONCILIATION ACT, 1956.

MOTOR INDUSTRY.—NATIONAL HEALTH FUND AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry shall be binding from the 1st July, 1964, and for the period ending the 30th June, 1969, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

MOTOR INDUSTRY NATIONAL HEALTH FUND AGREEMENT.

AGREEMENT

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

The South African Motor Industry Employers' Association and

The South African Vehicle Builders' and Repairers' Association (hereinafter referred to as the "employers" or the "employers' organisations") of the one part, and

The Motor Industry Employees' Union of South Africa; and

The Motor Industry Coloured Workers' Union (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being Parties to the National Industrial Council for the Motor Industry.

CLAUSE 1.—PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for 5 years from that date, or for such period as may be determined by the Minister.

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GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 966.] [26 Junie 1964.
WET OP NYWERHEIDSVERSOENING, 1956.

MOTORNYPWERHEID.—NASIONALE GESONDHEIDSFONDSOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornypwerheid betrekking het, vanaf 1 Julie 1964 en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYPWERHEID.

NASIONALE GESONDHEIDSFONDSOOREENKOMS VAN DIE MOTORNYPWERHEID.

OOREENKOMS

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

South African Motor Industry Employers' Association en die South African Vehicle Builders' and Repairers' Association (hieronder die „werkgewers” of „werkgewersorganisasies” genoem), aan die een kant, en die

Motor Industry Employees' Union of South Africa; en die Motor Industry Coloured Workers' Union (hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornypwerheid.

KLOUSULE 1.—GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, mag bepaal en bly van krag vir 5 jaar vanaf daardie datum, of vir 'n tydperk wat die Minister mag vastel.

1—838

CLAUSE 2.—SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Regions defined herein by all Employers in the Motor Industry who are members of the Employers' organisations, and by all journeymen employed in the Motor Industry who are members of the Trade Unions, provided that in Regions OFS and TVL they shall apply to journeymen who are members of the Motor Industry Coloured Workers' Union and their employers (in respect of such journeymen) only in the Magisterial Districts of Bloemfontein and Kroonstad, and Ermelo, Germiston, Johannesburg, Potchefstroom and Pretoria, as these districts existed on the 28th May, 1962.

CLAUSE 3.—DEFINITIONS.

"Act" means the Industrial Conciliation Act, 1956, as amended.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section nineteen of the Act.

"Journeyman" means an employee who is validly in possession of a Grade A membership card issued to him by the Motor Industry Employees' Union of S.A. or by the Motor Industry Coloured Workers' Union.

"Management Committee" means a committee appointed as such by the Council in terms of clause 9 hereof to administer the Motor Industry National Health Fund in any of the Regions defined herein.

"Member" means subject to their contributing to the Motor Industry National Health Fund in terms of this Agreement, any journeyman registered as a member with the Motor Industry National Health Fund established in terms of Government Notice No. 1764 of the 21st September, 1956 (as amended and extended), any person admitted to membership of the said Fund in terms of the provisions of clause 5 (3) of the Motor Industry National Health Fund Agreement published under the aforesaid Government Notice, any journeyman registered as a member of the Motor Industry National Health Fund in terms of clause 5 (2), and any person admitted to membership of the said Fund in terms of clause 5 (3) of this Agreement.

"Motor Industry" means the Motor Industry as defined in clause 3 of the Agreement published under Government Notice No. 600 of the 26th April, 1963, and any expressions used in that definition which are defined in the said Government Notice shall have the same meaning for purposes of this Agreement.

"Region BR" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahock, King William's Town, Komgha, Lady Grey, Libode, Maclear, Middelburg, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

"Region EP" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore.

"Region NC" means the Magisterial Districts of Parkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Potstmasburg, Prieska, Taung, Vryburg, Warrenton.

"Region NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

"Region OFS" means the Province of the Orange Free State.

"Region TVL" means the Province of Transvaal.

"Region WP" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Cape), Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piquetberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution for any Region herein defined.

"Rules" means the rules in force of the Motor Industry National Health Fund as prescribed in terms of clause 9 hereof.

"Shift" means the number of hours excluding overtime, which an employer is permitted to work his employees on any day in the normal course of employment in terms of clause 29 of the Agreement published under Government Notice No. 600 of the 26th April, 1963.

"Week" means a period of seven consecutive days commencing at midnight on a Sunday.

KLOUSULE 2.—TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebiede wat hierin omskryf word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur alle vakmanne wat die Motornywerheid in diens is en lede van die vakverenigings is, met dien verstande dat in die gebiede O.F.S. en TVL, hulle slegs van toepassing is op vakmanne wat lede is van die Motor Industry Coloured Workers' Union en hulle werkgewers (ten opsigte van sodanige vakmanne) in die landdrosdistrikte Bloemfontein en Kroonstad, en Ermelo, Germiston, Johannesburg, Potchefstroom en Pretoria soos hierdie distrikte op 28 Mei 1962 bestaan het.

KLOUSULE 3.—WOORDOMSKRYWINGS.

"Wet" beteken die Wet op Nywerheidsversoenig, 1956, soos gewysig.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid geregistreer ingevolge artikel negentien van die Wet.

"Vakman" beteken 'n werknemer wat in besit is van 'n geldige Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of S.A. of deur die Motor Industry Coloured Workers' Union aan hom uitgereik is.

"Bestuurskomitee" beteken 'n komitee wat as sodanig deur die Raad kragtens klousule 9 hiervan aangestel is om die Nasionale Gesondheidsfonds van die Motornywerheid in 'n bepaalde streek hiriin omskryf, te administreer.

"Lid" beteken, behoudens die betaling van bydraes deur hom aan die Nasionale Gesondheidsfonds van die Motornywerheid kragtens hierdie Ooreenkoms, 'n vakman as lid geregistreer by die Nasionale Gesondheidsfonds van die Motornywerheid wat ingestel is ingevolge Goewermentskenningsgewing No. 1764 van 21 September 1956 (soos gewysig en uitgebrei), 'n persoon wat tot lidmaatskap van die Fonds toegelaat is ingevolge die bepalings van klousule 5 (3) van die Nasionale Gesondheidsfonds van die Motornywerheid wat by voornoemde Goewermentskenningsgewing gepubliseer is; 'n vakman wat kragtens klousule 5 (2) as 'n lid van die Nasionale Gesondheidsfonds van die Motornywerheid geregistreer is; en 'n persoon wat ingevolge klousule 5 (3) van hierdie Ooreenkoms tot genoemde Fonds toegelaat is.

"Motornywerheid" beteken die Motornywerheid soos omskryf in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskenningsgewing No. 600 van 26 April 1963, en alle uitdrukkings wat in daardie omskrywing geësig en in genoemde Goewermentskenningsgewing omskryf word, het vir die toepassing van hierdie Ooreenkoms dieselfde betekenis.

"Streek BR" beteken die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskamahock, King William's Town, Komgha, Lady Grey, Libode, Maclear, Middelburg, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

"Streek EP" beteken die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage, Uniondale, Venterstad en Willowmore.

"Streek NC" beteken die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg, Warrenton.

"Streek NL" beteken die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

"Streek OFS" beteken die provinsie Oranje-Vrystaat.

"Streek TVL" beteken die provinsie Transvaal.

"Streek WP" beteken die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Kaap), Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, (met uitsondering van die gebied wat deur die Cape Explosives Works, Limited, Somerset-Wes, geokkupeer word), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg.

"Streekraad" beteken 'n komitee wat as sodanig deur die Raad ingevolge sy konstitusie vir 'n streek wat hierin omskryf word, aangestel is.

"Reëls" beteken die geldige reëls van die Nasionale Gesondheidsfonds van die Motornywerheid soos voorgeskryf in klousule 9 hiervan.

"Skof" beteken die getal ure, uitgesonderd oortydure, wat 'n werkgewer toegelaat word om sy werknemers op 'n bepaalde dag in die gewone loop van hul diens te laat werk ingevolge klousule 29 van die Ooreenkoms wat by Goewermentskenningsgewing No. 600 van 26 April 1963 gepubliseer is.

"Week" beteken 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin.

CLAUSE 4.—ESTABLISHMENT AND OBJECTS OF THE FUND.

- (1) There is hereby continued the fund established in terms of the Agreement published under Government Notice No. 1764, of the 21st September, 1956, and known as the "Motor Industry National Health Fund" (hereinafter referred to as "the Fund").
- (2) The Fund shall consist of—
 - (a) moneys already standing to the credit of and due to the Fund at the date on which this Agreement comes into operation;
 - (b) moneys accruing from contributions as prescribed in clause 7 of this Agreement; and
 - (c) interest on investments.
- (3) The objects of the Fund shall be—
 - (a) to assist members in any manner whatsoever in relation to any illness and/or accident sustained by themselves or their dependants;
 - (b) to assist members by means of pecuniary grants in the payment of expenses associated with their wives' confinement and/or pregnancy;
 - (c) to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and dependants;
 - (d) to contribute towards the funds of any hospital, nursing home, convalescent home or charitable institution upon such terms and conditions as may from time to time be determined;
 - (e) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members and their dependants;
 - (f) to contract with any chemist, druggist or any other person for the supply of medicine, drugs and medical comforts.
 - (g) to assist the dependants of deceased members by means of pecuniary grants or otherwise;
 - (h) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

CLAUSE 5.—MEMBERSHIP.

- (1) Membership of the Fund shall be compulsory for all journeymen employed in the Motor Industry who—
 - (a) are members of the Motor Industry Employees' Union of South Africa; and
 - (b) are members of the Motor Industry Coloured Workers' Union and employed in—
 - (i) Regions BR, EP, NL, NC and WP; and
 - (ii) in the Magisterial Districts of Bloemfontein, Kroonstad, Ermelo, Germiston, Johannesburg, Potchefstroom and Pretoria, as these districts existed on the 28th May, 1962.
- (2) Every journeyman who has not already registered as a member of the Motor Industry National Health Fund in terms of clause 5 (2) of the Motor Industry National Health Fund Agreement published under Government Notice No. 1764 of the 21st September, 1956 (as amended and extended), shall complete the form prescribed in Annexure A to this Agreement, and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he enters, re-enters or becomes employed in the Motor Industry in that Region, and shall furnish such additional information or documentary evidence as the Management Committee concerned may require.
- (3) Persons other than journeymen for whom membership of the Fund is compulsory in terms of sub-clause (1) hereof, who are directly engaged or employed in or in connection with the Motor Industry may be admitted to membership of the Fund at the discretion of the Management Committee concerned, and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted, provided however, that such person shall be required to contribute not less than the combined contribution of journeymen and employers as prescribed in clause 7 of this Agreement and his employer shall not be liable to make any contributions on his behalf.
- (4) Membership of the Fund shall terminate—
 - (a) directly a member ceases to be employed in the Motor Industry; provided that any member who becomes temporarily unemployed may, at the discretion of the Management Committee concerned, be permitted to retain his membership under such conditions as the Management Committee may determine;
 - (b) in a case of a member admitted to membership in terms of sub-clause (3) hereof, by his resignation from membership of the Fund, of which he shall give 14 days' notice in writing to the Management Committee concerned, or by a similar period of notice of termination of membership given to him by such Management Committee for any reason which it considers justifies such action.
- (5) Any member whose membership of the Fund has terminated shall forfeit all claims on the Fund and if re-admitted to membership shall be regarded as an entirely new member unless otherwise decided by the Management Committee concerned.

KLOUSULE 4.—INSTELLING EN OOGMERKE VAN DIE FONDS.

- (1) Hierby word die Fonds voortgesit wat kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1764 van 21 September 1956 ingestel en as die „Nasionale Gesondheidsfonds vir die Motornywerheid" bekend is (hieronder die „Fonds" genoem).
- (2) Die Fonds bestaan uit—
 - (a) geld wat alreeds in die krediet van die Fonds staan en daaraan verskuldig is op die datum van die inwerkingstreding van hierdie Ooreenkoms;
 - (b) geld wat ophoop van bydraes soos voorgeskryf in klousule 7 van hierdie Ooreenkoms; en
 - (c) rente op beleggings.
- (3) Die oogmerk van die Fonds—
 - (a) om hulp, op watter wyse ook al, te verleen aan lede of hul afhanklikes in verband met enige siekte wat hulle opgedoen het of ongeluk waarin hulle betrokke was;
 - (b) om hulp aan lede te verleen deur middel van geldelike toekennings vir die betaling van onkoste in verband met hul vrouens se bevaling en/of swangerskap;
 - (c) om maatreëls te tref vir die voorkoming van siekte en die verbetering en bevordering van gesondheid onder lede en hul afhanklikes;
 - (d) om by te dra tot die fondse van enige hospitaal, verpleeg-inrigting, herstellingsoord of liefdadigheidsinrigting kragtens die bepalings en voorwaardes wat van tyd tot tyd vasgestel mag word;
 - (e) om 'n ooreenkoms aan te gaan met enige hospitaal, verpleeginrigting, herstellingsoord of ander soortgelyke inrigting vir die sorg van siek of herstellende lede en hul afhanklikes;
 - (f) om 'n ooreenkoms aan te gaan met enige apteker, drogis of 'n ander persoon wat medisyne, droërye en mediese geriewe verskaf;
 - (g) om hulp aan die afhanklikes van afgestorwe lede deur geldige toeseggings of andersins te verleen;
 - (h) om alles te doen wat nodig is, gepaard gaan met of bevordelik is vir die welvaart van lede en hul afhanklikes en vir die bereiking van voornoemde oogmerke.

KLOUSULE 5.—LIDMAATSKAP.

- (1) Lidmaatskap van die Fonds is verpligtend vir alle vakmanne, in diens in die Motornywerheid, wat—
 - (a) lede is van die Motor Industry Employees' Union of South Africa; en
 - (b) lede is van die Motor Industry Coloured Workers' Union en in diens is in—
 - (i) streke BR, EP, NL, NC en WP; en
 - (ii) in die landdrostdistrikte Bloemfontein, Kroonstad, Ermelo, Germiston, Johannesburg, Potchefstroom en Pretoria soos hierdie distrikte op 28 Mei 1962 bestaan het.
- (2) Elke vakman wat nie reeds as 'n lid van die Nasionale Gesondheidsfonds van die Motornywerheid kragtens klousule 5 (2) van die Nasionale Gesondheidsfondsooreenkoms van die Motornywerheid, gepubliseer by Goewermentskennisgewing No. 1764 van 21 September 1956 (soos gewysig en uitgebrei), geregistreer het nie, moet die vorm wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf is, invul, en dié ingevulde vorm by die sekretaris van die streekraad van die streek waar hy in diens is, inlewer binne een maand ná die datum waarop hy in die motornywerheid in daardie streek in diens tree, weer in diens tree of in diens geneem word, en alle addisionele inligting of dokumentêre bewyse wat die betrokke bestuurskomitee mag vereis, verstrek.
- (3) Ander persone as vakmanne vir wie lidmaatskap van die Fonds ingevolge subklousule (1) hiervan verpligtend is, wat regstreeks betrokke of werksaam is in of in verband met die Motornywerheid, mag toegelaat word tot lidmaatskap van die Fonds na goeddunke van die betrokke bestuurskomitee, en die bepalings van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op iedereen wat aldus toegelaat word, met dien verstande egter dat dit van sodanige persoon vereis word om minstens die gesamentlike bydraes van vakman en werkgewer, soos voorgeskryf in klousule 7 van hierdie Ooreenkoms, by te dra en sy werkgewer is nie aanspreeklik daarvoor om namens hom enige bydraes te maak nie.
- (4) Lidmaatskap van die Fonds eindig—
 - (a) sodra 'n lid nie langer in die Motornywerheid in diens is nie; met dien verstande dat 'n lid wat tydelik werkloos word, na goeddunke van die betrokke bestuurskomitee, toegelaat mag word om sy lidmaatskap te behou onder omstandighede wat die bestuurskomitee mag bepaal;
 - (b) in die geval van 'n lid wat kragtens subklousule (3) hiervan lid geword het deur sy bedanking as lid van die Fonds, waarvan hy 14 dae skriftelike kennis aan die betrokke bestuurskomitee moet gee of deur 'n ewe lang tydperk van kennisgewing van beëindiging van lidmaatskap wat aan hom gegee is deur sodanige bestuurskomitee om enige rede wat hy ag so 'n handeling te regverdig.
- (5) 'n Lid wie se lidmaatskap van die Fonds beëindig is, verbeur alle aansprake op die Fonds en as hy weer tot lidmaatskap toegelaat word, moet hy as 'n heeltemaal nuwe lid beskou word tensy anders deur die betrokke bestuurskomitee besluit word.

CLAUSE 6.—DEPENDANTS.

(1) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of their dependants on the prescribed form and shall furnish such information and documentary evidence as the Management Committee concerned may require.

(2) Subject to sub-clause (1) hereof, the following shall be registered as dependants:—

(a) A member's wife; and

(b) a member's children under the age of 18 years (including legally adopted children), who are wholly dependant on the member.

(3) Any person other than those referred to in sub-clause (2) who is dependant on a member, may be registered as a dependant under such terms and conditions as the Management Committee concerned may in its discretion determine.

CLAUSE 7.—CONTRIBUTIONS.

(1) Subject to the provisions of sub-clause (3) hereof—

(a) Every journeyman shall contribute R1.05 to the Fund in respect of each week of his employment in the Motor Industry;

(b) the contributions specified in sub-clause (1) shall be deducted by the employer from the journeyman's wages on the first pay day after this Agreement comes into operation, and on each pay day thereafter;

provided that where a journeyman receives or is entitled to receive wages for less than 3 shifts in any week, no contributions shall be deductible from his wages in respect of such week.

(2) To each contribution deducted in accordance with sub-clause (1) the employer shall add 15c and shall forward month by month, but not later than the tenth day of the month following the month to which the contributions relate, the total amount of such contributions to the Secretary of the Regional Council for the Region in which his establishment is situated, under cover of and together with the particulars in the form prescribed for this purpose by the Regional Council concerned.

NOTE.—The present addresses of the Secretaries of the various Regional Councils are as follows —

Region BR: P.O. Box 714, East London.

Region EP: P.O. Box 3164, Port Elizabeth.

Region NL: P.O. Box 2838, Durban.

Region NC: P.O. Box 446, Kimberley.

Region OFS: P.O. Box 910, Bloemfontein.

Region TVL: P.O. Box 8477, Johannesburg.

Region WP: P.O. Box 1946, Cape Town.

(3) Notwithstanding anything to the contrary contained in this Agreement, a Management Committee shall have the right to deduct from any benefit payable by the Fund to or in respect of any member, any contributions due or owing by and on behalf of such member to the Fund.

(4) The contributions received by a Regional Council in terms of this clause shall be paid to the Management Committee appointed to administer the Fund in the Region concerned.

CLAUSE 8.—BENEFITS.

Subject to the provisions of the Fund's rules, every member possessing the necessary qualifications therefor and who has made the requisite number of contributions to the Fund shall be eligible for the Fund's medical, surgical, hospital, maternity, sick/accident pay, life insurance and other benefits, if any, in force from time to time as prescribed in such rules.

CLAUSE 9.—ADMINISTRATION.

(1) The Fund shall be administered by Management Committees in accordance with rules prescribed for the purpose by the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, inter alia, prescribe:—

(a) the Fund's benefits and the qualifications attaching thereto;

(b) the procedure for lodging and payment of claims.

(2) The Council may at any time make new rules or alter or repeal any existing rules.

(3) Copies of the Fund's rules in force and particulars of any amendments thereto shall be lodged with the Secretary for Labour.

(4) The Council shall, with due regard to the wishes of the Regional Councils concerned, appoint Management Committees from amongst the representatives of the employers and the employees on the Council or their alternates.

(5) Each Management Committee appointed in terms of the preceding sub-clause shall consist of an equal number of representatives of employers and employees and shall function in respect of such Region or Regions as the Council may determine.

(6) An alternate may be appointed by the Council for each member of a Management Committee under the same terms and conditions as such member.

KLOUSULE 6.—AFHANKLIKES.

(1) Ten einde vir voordele ten opsigte van hul afhanklikes in aanmerking te kom, moet lede op die voorgeskrewe vorm aansoek doen om registrasie van hul afhanklikes en alle inligting en dokumentêre bewyse verstrek wat die betrokke bestuurskomitee mag vereis.

(2) Behoudens subklausule (1) hiervan, moet die volgende persone as afhanklikes geregistreer word:—

(a) 'n lid se vrou, en

(b) 'n lid se kinders onder die leeftyd van 18 jaar (met inbegrip van wettig aangenome kinders), wat geheel en al van die lid afhanklik is.

(3) Alle persone, uitgesonderd dié in subklausule (2) bedoel, wat van 'n lid afhanklik is, mag as 'n afhanklike geregistreer word kragtens die bepalings en op die voorwaardes wat die betrokke bestuurskomitee na goeddunke mag bepaal.

KLOUSULE 7.—BYDRAES.

(1) Behoudens die bepalings van subklausule (3) hiervan—

(a) moet elke vakman R1.05 tot die Fonds bydra ten opsigte van elke week van sy diens in die Motornywerheid;

(b) moet die bydraes wat in subklausule (1) gespesifiseer word, deur die werkgever van die vakman se loon afgetrek word op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms, en op elke betaaldag daarna;

met dien verstande dat waar 'n vakman 'n loon ontvang vir, of geregig is op 'n loon vir minder as 3 skofte in 'n bepaalde week, geen bydraes ten opsigte van dié week van sy loon afgetrek mag word nie.

(2) By elke bydrae afgetrek ooreenkomstig subklausule (1) moet die werkgever 15c voeg en maandeliks op of voor die tiende dag van die maand wat volg op dié waarop die bydraes van toepassing is, die totale bedrag van sodanige bydraes stuur aan die sekretaris van die streekraad vir die streek waarin sy bedryfsinrigting geleë is, onder dekking van en saam met die besonderhede op die vorm wat vir hierdie doel deur die betrokke streekraad voorgeskryf word.

OPMERKING.—Die huidige adresse van die sekretaris van die verskillende streekrade is soos volg:—

Streek BR: Posbus 714, Oos-Londen.

Streek EP: Posbus 3164, Port Elizabeth.

Streek NL: Posbus 2838, Durban.

Streek NC: Posbus 446, Kimberley.

Streek OFS: Posbus 910, Bloemfontein.

Streek TVL: Posbus 8477, Johannesburg.

Streek WP: Posbus 1946, Kaapstad.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n bestuurskomitee die bevoegdheid om van enige voordeel wat deur die Fonds aan of ten opsigte van 'n lid betaalbaar is, alle bydraes af te trek wat deur en namens sodanige lid aan die Fonds betaalbaar of verskuldig is.

(4) Die bydraes wat ingevolge hierdie klousule deur 'n streekraad ontvang word, moet aan die bestuurskomitee wat aangestel is om die Fonds in die betrokke distrik te administreer, betaal word.

KLOUSULE 8.—VOORDELE.

Behoudens die bepalings van die reëls van die Fonds, moet elke lid wat die nodige kwalifikasies daarvoor besit en wat die vereiste getal bydraes tot die Fonds gemaak het, in aanmerking kom vir die mediese, chirurgiese, hospitaal-, kraam-, sieke-/ongeluksbetaling, lewensversekerings- en ander voordele van die Fonds wat van tyd tot tyd van krag is soos in sodanige reëls voorgeskryf.

KLOUSULE 9.—ADMINISTRASIE.

(1) Die Fonds word geadminestreer deur bestuurskomitees in ooreenstemming met reëls wat vir dié doel deur die Raad voorgeskryf word. Sodanige reëls mag nie strydig wees met die bepalings van hierdie Ooreenkoms of die Wet nie en moet, onder andere, die volgende voorskryf:—

(a) Die voordele van die Fonds en die vereistes met betrekking tot die betaling daarvan;

(b) die prosedure vir die indiening en betaling van eise.

(2) Die Raad mag te eniger tyd nuwe reëls maak of bestaande reëls wysig of herroep.

(3) Kopieë van die geldige reëls van die Fonds en besonderhede of alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Die Raad moet, met behoorlike inagneming van die wense van die betrokke streekrade, bestuurskomitees uit die geledere van die verteenwoordigers van die werkgevers en die werknemers in die Raad of hul plaasvervangers aanstel.

(5) Elke bestuurskomitee wat kragtens voorgaande subklausule aangestel is, moet uit 'n gelyke getal verteenwoordigers van werkgevers en werknemers bestaan en moet funksioneer ten opsigte van die streek of streke wat die Raad mag bepaal.

(6) 'n Plaasvervanger mag deur die Raad vir elke lid van 'n bestuurskomitee aangestel word kragtens dieselfde bepalings en voorwaardes as die lid.

(7) The provisions of the Council's Constitution relating to the election of the Chairman and Vice-Chairman of Regional Councils, their period of office and the calling and conduct of meetings of Regional Councils, shall *mutatis mutandis* apply in the case of Management Committees.

CLAUSE 10.—POWERS AND DUTIES OF MANAGEMENT COMMITTEES.

(1) Subject to the direction of the Council and to the terms of this Agreement, each Management Committee appointed in terms of the preceding Clause, shall have full control of the affairs of the Fund in the region(s) for which it is appointed.

(2) Each member of the Fund shall be provided by the Management Committee concerned with a copy of the rules referred to in clause 9 hereof.

(3) A Management Committee may—

- (a) engage employees to assist in the administration of the Fund under such conditions as it may determine;
- (b) refuse or withhold any or all benefits from any member and/or his dependants who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall, if he so requests, be given the opportunity of appearing before the Management Committee to be heard;
- (c) sanction expenditure;
- (d) empower its chairman and/or vice-chairman and its secretary or other official to sign conjointly on behalf of the Fund any agreements and contracts which it has approved;
- (e) open accounts in the name of the Fund at banks or building societies and empower persons to operate on such accounts;
- (f) appoint local committees in terms of the rules to assist with the administration of the Fund in any particular area.

(4) Every Management Committee shall cause—

- (a) proper notice of its meetings to be given to the inspector defined by regulation under the Act;
- (b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector, the Regional Council(s) concerned and the Council;
- (c) full and true accounts to be kept of the Fund in the Region(s) it administers and such accounts to be audited by an auditor registered in terms of section *twenty-three* of the Public Accountants' and Auditors' Act, 1951, whom it shall appoint for the purpose.

(5) Notwithstanding anything to the contrary, a Management Committee shall have discretionary powers to grant additional assistance to members and dependants in cases which it considers fall within the objects of the Fund, and it may also in cases of hardship arising from illness grant special relief to members by means of pecuniary grants or otherwise on such conditions as it may lay down from time to time.

CLAUSE 11.—FINANCIAL CONTROL.

(1) All moneys received by Management Committees on behalf of the Fund shall be deposited in an account(s) in the name of the Fund at a bank or building society within three days of receipt and all disbursements from such account(s) shall in relation to each Region—

- (a) require the sanction of the Management Committee concerned;
- (b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Management Committee concerned;
- (c) in respect of benefits, be suspended whenever the total amount standing to the credit of the Fund in such account(s) falls below R200 and until such time as it rises above R400.

(2) Any expenses incurred in connection with the administration of the Fund in any Region shall form a charge upon the Fund in relation to that Region.

(3) Moneys in excess of any Management Committee's monthly requirements as determined by such Management Committee, shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section *twenty* of the Friendly Societies Act (Act No. 25 of 1956); provided that where necessary, the Council may make grants from such moneys to assist any Regional Management Committee.

(4) Every Management Committee shall furnish the Regional Council concerned and the Council with monthly reports containing inter alia, particulars of the benefits and assistance provided by the Fund and moneys received and disbursed for the period to which the report relates.

(5) (a) Every Management Committee in respect of the Region(s) it administers, shall submit to the Council by not later than the 15th August each year and to the Regional Council(s) concerned by not later than the 30th September each year, statements audited by the auditor appointed in terms of clause 10 (4)

(7) Die bepalings van die konstitusie van die Raad wat betrekking het op die verkiesing van voorsitters en ondervoorsitters van streekraade, hul ampstermyn en die sameroeping en leiding van streekraade, is *mutatis mutandis* van toepassing in die geval van bestuurskomitees.

KLOUSULE 10.—MAGTE EN PLIGTE VAN BESTUURSKOMITEES.

(1) Behoudens die instruksies van die Raad en die bepalings van hierdie Ooreenkoms, het elke Bestuurskomitee wat kragtens die voorgaande klausule aangestel is, volle beheer oor die aangeleenthede betreffende die Fonds in die streek of streke waarvoor dit aangestel is.

(2) Elke lid van die Fonds moet deur die Bestuurskomitee voorsien word van 'n kopie van die reëls wat in klausule 9 hier- van bedoel word.

(3) 'n Bestuurskomitee kan—

- (a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds op die voorwaardes wat hy mag bepaal;
- (b) voordele weier aan of weerhou van enige lid en/of sy afhanklikes wat volgens die komitee se mening opgetree het op 'n manier wat daarop bereken was of waarvan redelikerwys verwag kan word om die belange van die Fonds of sy lede te benadeel; met dien verstande dat sodanige lid, indien hy aldus versoek, die geleentheid gegee moet word om voor die bestuurskomitee te verskyn om aangehoor te word;
- (c) uitgawes goedkeur;
- (d) sy voorsitter en/of ondervoorsitter en sy sekretaris of ander ampsdraer volmag gee om gesamentlik namens die Fonds alle ooreenkomste of kontrakte wat hy goedgekeur het, te onderteken;
- (e) namens die Fonds by banke of bougenootskappe rekenings te open en persone volmag gee om op sodanige rekeninge te werk;
- (f) kragtens die reëls plaaslike komitees aanstel om behulpsaam te wees met die administrasie van die Fonds in 'n bepaalde streek.

(4) Elke bestuurskomitee moet sorg dra dat—

- (a) behoorlik kennis van sy vergaderings aan die inspekteur wat by regulasie kragtens die Wet omskryf word, gegee word;
- (b) notule gehou word van verrigtings van alle vergaderings en dat kopieë van dié notule aan genoemde inspekteur, die betrokke streekraad of -rade en die Raad gestuur word;
- (c) volledige en ware rekenings van die Fonds gehou word in die streek of streke wat hy administreer en dat sodanige rekenings deur 'n ouditeur wat kragtens artikel *drie-en-twintig* van die Wet op Openbare Rekenmeesters en Ouditers, 1951 geregistreer is en wat hy vir die doel moet aanstel, geouditeer word.

(5) Ondanks andersluidende bepalings, het 'n bestuurskomitee diskresionêre bevoegdheid om addisionele hulp aan lede en hul afhanklikes te verleen in gevalle wat hy ag binne die bestek van die Fonds te val, en mag hy ook in gevalle van ontbering wat uit siekte ontstaan, spesiale onderstand verleen deur middel van geldelike toekennings of andersins aan lede op voorwaardes wat hy van tyd tot tyd mag bepaal.

KLOUSULE 11.—FINANSIËLE BEHEER.

(1) Al die geld wat namens die Fonds deur bestuurskomitees ontvang word, moet namens die Fonds op 'n rekening of rekenings by 'n bank of bougenootskap gedeponeer word binne drie dae na ontvangs, en al uitbetalings uit sodanige rekening(s) moet met betrekking tot elke streek—

- (a) deur die betrokke bestuurskomitee goedgekeur word;
- (b) per tjek of ander geskrewe stuk, geteken deur twee persone, behoorlik daartoe gemagtig deur die betrokke bestuurskomitee, geskied;
- (c) ten opsigte van voordele, opgeskort word wanneer die totale bedrag in die krediet van die Fonds in sodanige rekening(s) tot onder R200 gedaal het en tot tyd en wyl dit bokant R400 gestyg het.

(2) Enige koste aangegaan in verband met die administrasie van die fonds in 'n bepaalde streek kom ten laste van die Fonds in verband met daardie streek.

(3) Geld wat 'n bestuurskomitee se maandelikse behoeftes, soos deur dié bestuurskomitee vasgestel, te bowe gaan, moet maandeliks na die Raad gestuur word om in die naam van die Fonds kragtens die bepalings van artikel *twintig* van die Wet op Onderlinge Hulpverenigings (Wet No. 25 van 1956), belê te word; met dien verstande dat die Raad, waar nodig, toekennings uit sodanige geld mag maak ten einde hulp aan 'n bestuurskomitee in 'n bepaalde streek te verleen.

(4) Elke bestuurskomitee moet aan die betrokke streekraad en die Raad maandverslae voorlê wat, onder andere, besonderhede bevat van die bystand en hulp wat deur die fonds verleen is en geld wat ontvang en uitbetaal is vir die tydperk waarop die verslag betrekking het.

(5) (a) Elke jaar moet elke bestuurskomitee, ten opsigte van die streek/streke wat hy administreer, voor of op 15 Augustus aan die Raad, en voor of op 30 September aan die betrokke streekraad, state indien wat deur die ouditeur, aangestel ingevolge

(e) and countersigned by its chairman, showing the income and expenditure of the Fund for the preceding twelve months ended 30th June and its assets and liabilities as at the date. These statements and the auditor's report thereon shall be available at the offices of the Regional Councils concerned for inspection by contributors to the Fund who shall be entitled to make copies thereof or to take extracts therefrom.

(b) From the audited statements referred to herein, the Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the Fund, cause these to be audited by the Council's auditors and after approval by the Council lodge copies thereof with the Industrial Registrar.

CLAUSE 12.—INDEMNITY.

The members of any Management Committee or Local Committee 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 the bona fide discharge of their duties.

CLAUSE 13.—DISPUTES AND APPEALS AGAINST MANAGEMENT COMMITTEES' DECISIONS.

(1) Subject to the provisions of sub-clause (2), any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Fund which a Management Committee is unable to settle, shall be referred to the Regional Council concerned, and shall be dealt with by such Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.

(2) (a) A member may appeal to the Regional Council for that Region in which he is employed against the decision of the Management Committee for such Region in connection with any claims made on the Fund by him, and if he is not satisfied with the decision of the Regional Council, he may appeal to the Council whose decision shall be final.

(b) In the event of a member appealing to the Council, the Regional Council concerned shall on being requested to do so by the Council's Secretary, submit details of the member's case to the Council for consideration.

CLAUSE 14.—EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement, and unless within a period of six months after such expiry, either a new Agreement is negotiated in terms of which the Fund is continued, or the Fund is transferred by the Council to any other Fund constituted for a similar purpose to that for which the fund was originally established, the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section thirty-four (2) of the Act during any period in which this Agreement is binding, the Management Committees in office at the time shall continue to administer the Fund until the expiry of this Agreement, whereafter the Fund shall be liquidated in the manner described in clause 15, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(3) Any vacancies occurring on Management Committees after the dissolution of the Council or its ceasing to function, may be filled by the Industrial Registrar from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and alternates in the membership of such Committees. In the event of any Management Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of such Committee, and who shall possess all the powers of such committee for the purpose.

CLAUSE 15.—LIQUIDATION.

Upon liquidation of the Fund in terms of clause 14 (1) hereof the moneys remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

CLAUSE 16.—AGENTS.

The Council or the Regional Councils may appoint one 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 every employee to permit such persons to enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets 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 in connection with his investigations.

klausule 10 (4) (c), geouditeer is en deur die Komitee se voorsitter medeonderteken is, wat die inkomste en uitgawes van die fonds vir die voorafgaande 12 maande geëindig 30 Junie en sy bates en laste op daardie datum toon. Hierdie state en die ouditeur se verslag daaroor moet op die kantore van die betrokke streekraad ter insae lê vir bydraes tot die fonds wat die reg het om afskrifte daarvan of uittreksels daaruit te maak.

(b) Uit die geouditeerde state hierin bedoel, moet die sekretaris van die Raad 'n gekonsolideerde inkomste-en-uitgawerekening en 'n balansstaat van die Fonds opstel, dit deur die Raad se ouditeurs laat ouditeer en, ná goedkeuring deur die Raad, kopieë daarvan by die Nywerheidsregistrator indien.

KLOUSULE 12.—VRYWARING.

Die lede van 'n bestuurskomitee of plaaslike komitee en die amptenare en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met *bona fide* uitvoering van hul pligte ly en aangaan.

KLOUSULE 13.—GESKILLE EN APPELLE TEEN DIE BESLUITTE VAN BESTUURKOMITEES.

(1) Behoudens die bepaling van subklausule (2), moet alle geskille betreffende die interpretasie, betekenis of doel van enige bepaling van hierdie Ooreenkoms of betreffende die administrasie van die Fonds, wat 'n bestuurskomitee nie in staat is om te besleg nie, na die betrokke streekraad verwys word, en moet *mutatis mutandis* deur sodanige streekraad ooreenkomstig die prosedure in artikel 9 van die konstitusie van die Raad bepaal, behandel word.

(2) (a) 'n Lid mag appelleer na die streekraad vir die streek waar hy in diens is, teen die beslissing van die bestuurskomitee vir dié streek in verband met eise wat hy teen die Fonds instel, en indien hy nie tevrede is met die beslissing van die streekraad nie, mag hy na die Raad appelleer, wie se beslissing afdoende is.

(b) Ingeval 'n lid na die Raad appelleer, moet die betrokke streekraad, op versoek van die Sekretaris van die Raad, besonderhede van die lid se saak aan die Raad vir oorweging voorlê.

KLOUSULE 14.—VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms verval, en tensy binne 'n tydperk van ses maande, of 'n nuwe Ooreenkoms deur onderhandelinge daargestel word waarkragtens die Fonds voortgesit word of die Fonds deur die Raad oorgedra word na enige ander fonds wat vir 'n soortgelyke doel gestig is as dié waarvoor die Fonds oorspronklik ingestel is, moet die Fonds gelikwideer word.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer kragtens artikel vier-en-dertig (2) van die Wet gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuurskomitees wat dan bestaan, voortgaan om die Fonds te administreer totdat hierdie Ooreenkoms verstryk, waarna die Fonds gelikwideer moet word op die wyse beskryf in klausule 15, en indien die sake van die Raad by sodanige verstryking alreeds afgehandel en sy bates verdeel is, moet die balans van die Fonds verdeel word soos by artikel vier-en-dertig (4) van die Wet bepaal word, asof dit deel gevorm het van die algemene Fondse van die Raad.

(3) Alle vakatures wat ontstaan nadat die Raad ontbind of opgehou het om te funksioneer, mag deur die Nywerheidsregistrator gevul word uit die geledere van die werkgewers of werknemers in die Motornywerheid om te verseker dat die getalle werkgewers en werknemersvertegenwoordigers en plaasvervangers in die lidmaatskap van sodanige komitees ewe groot is. Ingeval 'n bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of as dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, onuitvoerbaar of onwenslik maak, mag hy 'n trustee of trustees aanstel wat die pligte van sodanige Komitee moet volvoer en wat vir dié doel al die bevoegdhede van die komitee het.

KLOUSULE 15.—LIKWIDASIE.

Wanneer die Fonds kragtens klausule 14 (1) hiervan gelikwideer word, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, met inbegrip van administrasie en likwidasielaste, betaal is in die algemene fondse van die Raad inbetaal word.

KLOUSULE 16.—AGENTE.

Die Raad of die streekraad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees by die uitvoering van die bepalinge van hierdie Ooreenkoms, en elke werkgewer en elke werknemer is verplig om sodanige persone toe te laat om die persele binne te kom, die navrae te doen en te voltooi en die dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek, en om die individue te ondervra en om al die stappe te doen wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en niemand mag teenoor sodanige agent 'n valse verklaring in verband met sy ondersoek doen nie.

CLAUSE 17.—EXEMPTIONS.

The Council or a Regional Council in respect of the region it administers, may on the recommendation of a Management Committee or on its own decision, grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 18.—EXHIBITION OF AGREEMENT.

Every employer in the regions defined herein shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement; in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic of South Africa.

Signed at Johannesburg on behalf of the parties, on this 8th day of May, 1964.

F. J. HACKNEY,
President of the Council.

Signed at Durban on behalf of the parties, on this 15th day of May, 1964.

G. E. MERRETT,
Vice-president of the Council.

Signed at Johannesburg on this 8th day of May, 1964.

W. P. VAN NIEKERK,
Secretary of the Council.

ANNEXURE A TO MOTOR INDUSTRY NATIONAL HEALTH FUND AGREEMENT.

APPLICATION FOR MEMBERSHIP AND REGISTRATION OF DEPENDANTS

I (full name in block letters) _____
a member of the following Trade Union _____ Union No. _____
employed by (employer's name and address) _____
and residing at (applicant's private address) _____
my date of birth being _____ (day) _____ (month) _____ (year) _____
and occupation _____ hereby apply to be registered as a member
of the Motor Industry National Health Fund and for the registra-
tion of the undermentioned dependants. I agree to abide by the
provisions of the Fund's rules in force from time to time. My Identity
Card No. is _____
I am single/married/widowed/divorced. (Delete whichever does not
apply.)

(NOTE.—Answer "Yes" or "No" to the following question, and if
the answer is "Yes", then give full details.)

Do you or any of your dependants suffer at present from any deform-
ity, maiming, physical defect, chronic disease, or from any illness
whatsoever, even in a slight form?

PARTICULARS OF DEPENDANTS.

Full Name (block letters).	Exact Date of Birth.	Chronic Disabilities.	Relationship.

I solemnly and sincerely declare that all the particulars given by me in
this form are to the best of my knowledge and belief true and correct,
that the abovementioned dependants _____ are free from disease or
infirmity of a chronic nature except as specified above and that my
*child/*children *is/*are not in receipt of an income.

Dated this _____ day of _____ 19 _____

Signature of Contributor _____

(* Please delete that which is not applicable.)

DEATH BENEFIT.

In the event of my death I nominate as my beneficiary _____
(Full name, Mr./Mrs./Miss)

Relationship _____
Address _____
Identity Number (where applicable) _____
If beneficiary is a minor, state date of birth _____
Date _____ Signature of Contributor _____

FOR OFFICE USE ONLY.

Date Received _____ Date registered _____
Registration No. _____

KLOUSULE 17.—VRYSTELLINGS.

Die Raad of 'n streekraad mag, op aanbeveling van 'n bestuurs-
komitee of volgens eie besluit, ten opsigte van die streek wat hy
administreer, vrystelling van enige bepaling van hierdie Ooreen-
koms verleen kragtens bepalings en voorwaardes, en vir enige
tydperk, wat hy mag vasstel.

KLOUSULE 18.—VERTONING VAN OOREENKOMS.

Elke werkgewer in die streke wat hierin omskryf word, moet
op een of ander opvallende plek op sy perseel 'n afskrif van
hierdie Ooreenkoms in die vorm wat deur die regulasies kragtens
die Wet voorgeskryf word, in leesbare letters, in albei amptelike
tale van die Republiek van Suid-Afrika, opplak en dit daar
opgeplak hou.

Namens die partye op hede die 8ste dag van Mei 1964 in
Johannesburg onderteken.

F. J. HACKNEY,
Voorsitter van die Raad.

Namens die partye op hede die 15de dag van Mei 1964 in
Durban onderteken.

G. E. MERRETT,
Ondervoorsitter van die Raad.

Op hede die 8ste dag van Mei 1964 in Johannesburg onder-
teken.

W. P. VAN NIEKERK,
Sekretaris van die Raad.

AANHANGSEL A VAN DIE NASIONALE GESONDHEIDS-
FONDSOOREENKOMS VIR DIE MOTORNYWERHEID.

AANSOEK OM LIDMAATSKAP EN REGISTRASIE VAN
AFHANKLIKES.

Ek (volle naam in blokletters) _____
'n lid van die Vakvereniging _____ Vakverenigingsno. _____
in diens van (naam en adres van werkgewer) _____
en woonagtig te (applikant se private adres) _____

gebore op _____ (dag) _____ (maand) _____ (jaar) _____ en
met die beroep van _____ doen hierby aansoek om as lid van die
Nasionale Gesondheidsfonds vir die Motornywerheid geregistreer te
word asook om die registrasie van die ondervermelde afhanklikes.
Ek onderneem om my aan die bepalings van die reëls van die fonds,
wat van tyd tot tyd van krag is, te hou.

My Persoonsnommer is _____
Ek is ongetroud/getroud/wewenaar/geskei. (Skrap wat nie van
toepassing is nie.)

(LET WEL.—Beantwoord die volgende vraag met „Ja” of „Nee”,
en as die antwoord „Ja” is, gee dan volledige besonderhede.)

Ly u of enigeen van u afhanklikes tans aan enige mismaaktheid,
verminking, liggaamlike gebrek, chroniese siekte, of aan enige siekte
hoegenaamd, selfs in 'n ligte vorm?

BESONDERHEDE VAN AFHANKLIKES.

Volle naam (blokletters).	Presiese datum van geboorte.	Chroniese ongeskikthede.	Verwantskap.

Ek verklaar plegtig en opreg dat alle besonderhede wat ek in hierdie
vorm verstrek het, na my beste wete en oortuiging waar en korrek is,
dat bogenoemde afhanklikes _____ aan geen siekte of swaakheid van 'n
chroniese aard ly nie, behalwe soos hierbo gespesifiseer, en dat my
*kind/*kinders geen inkomste het nie.

Gedateer op hede die _____ dag van _____ 19 _____

Handtekening van Bydraer _____

(* Skrap asseblief wat nie van toepassing is nie.)

STERFTEVOORDELE.

Ingeval ek te sterwe kom, benoem ek as my begunstigde mnr./mev./
mej. _____ (volle naam)
Verwantskap _____
Adres _____
Persoonsnommer (waar van toepassing) _____
Indien begunstigde 'n minderjarige is, verstrek geboortedatum _____
Datum _____

Handtekening van Bydraer _____

SLEGS VIR KANTOORGEBRUIK.

Datum ontvang _____ Datum geregistreer _____
Registrasienommer _____

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DEPARTMENT OF POSTS AND TELEGRAPHS

POSTAGE RATES

TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail).....	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
Printed Papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

PARCELS (SURFACE MAIL)

Ordinary Parcels:

(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa)	Up to 8 oz.....	5c
	Above 8 oz. up to 2 lb.....	10c
	Above 2 lb. up to 7 lb.....	30c
	Above 7 lb. up to 11 lb.....	60c
	Above 11 lb. up to 22 lb.....	110c
(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa	Up to 8 oz.....	5c
	Above 8 oz up to 1 lb.....	7c
	For every additional lb. or fraction thereof	7c

For Basutoland, Swaziland, Mozambique.....	7c per lb.
For Bechuanaland Protectorate	7c per lb. (Kazungula 11c per lb.).
Parcels (agricultural).....	2½c per lb.
Parcels (air mail).....	10c per ½ lb.
*Cash on delivery fees.....	For trade charges up to and including R2.... 15c
	For each additional R2 or part thereof..... 2½c

†Parcel insurance fees.....	Fee.	Limits of compensation.
	5c	R10
	6c	R20
	Plus 1c for each additional R20 or part thereof up to a maximum of R400.	
Registration fee.....	5c per article.	
Express delivery fees.....	Handling charge.....	5c
	Delivery charge 5c per mile or part of a mile.	

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroon, Republic of; Congo, Republic of (Leopoldville); Federation of Rhodesia and Nyasaland; French Equatorial Africa (Gabon, Republic of); Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of; Kenya; Madagascar; Mozambique; Rwanda; South West Africa; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Uganda and Tanganyika, Mozambique and the Federation.

† An insured parcel service is also available to the Federation. Parcels for this destination cannot, however, be insured for more than R120.

DEPARTEMENT VAN POS-EN-TELEGRAAFWESE

POSTARIEWE

NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaaië.....	½c per 4 onse per eksplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.

PAKKETTE (LANDPOS)

Gewone pakkette:

(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika).	Tot 8 onse.....	5c
	Bo 8 onse tot 2 lb. 10c	
	Bo 2 lb. tot 7 lb. 30c	
	Bo 7 lb. tot 11 lb. 60c	
	Bo 11 lb. tot 22 lb. 110c	
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika:	Tot 8 onse.....	5c
	Bo 8 onse tot 1 lb. 7c	
	Vir elke bykomende lb. of gedeelte daarvan.....	7c

Vir Basoetoland, Swaziland, Mosambiek.....	7c per lb.
Betsjoeanaland-protectoraat.	7c per lb. (Kazungula 11c per lb.).
Pakkette (landbou).....	2½c per lb.
Pakkette (lugpos).....	10c per ½ lb.
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c
	Vir elke bykomende R2 of gedeelte daarvan. 2½c

†Pakketversekeringsgeld....	Versekeringsgelde.	Maksimum vergoeding.
	5c	R10
	6c	R20
	Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.	
Registrasiegeld.....	5c per posstuk.	
Spoebestelgeld.....	Hanteerkoste.....	5c
	Afleweringkoste 5c per myl of gedeelte daarvan.	

L.W.—Die postariëwe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoeanaland-protectoraat; Burundi; Federasie van Rhodesië en Nyasaland; Frans-Ekwatoriaal-Afrika (Gaboën, Republiek); Kongo, Republiek (Brazzaville); Sentraal-Afrika, Republiek; Tsaad, Republiek; Kameroen, Republiek; Kenja; Kongo, Republiek (Leopoldstad); Madagaskar; Mosambiek; Rwanda; Suidwes-Afrika; Swaziland; Tanganjika; Uganda] is dieselfde as die binne Suid-Afrika vir land- en lugpos, anderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Uganda en Tanganjika, Mosambiek en die Federasie.

† 'n Versekerde pakkediens is ook beskikbaar na die Federasie. Pakkette vir dié bestemming kan egter nie vir meer as R120 verseker word nie.