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7 AUGUST

[No. 871.]

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1189.] [7 Augustus 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.**ELEKTROTEGNIËSE NYWERHEID (NATAL).****SIKTEBYSTANDSFONDSOOREENKOMS.**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar 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 Elektrotegniese Nywerheid (Natal) betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 April 1965 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

A. E. TROLLIP,
 Minister van Arbeid.

BYLAE.

**NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE
 NYWERHEID (NATAL).**

OOREENKOMS

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

Electrical Engineering and Allied Industries Association;
 die

Radio, Refrigeration and Electrical Appliance Association of
 South Africa;

en die

Electrical Contractors Association (South Africa)

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

South African Electrical Workers' Association

en die

Amalgamated Engineering Union

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1195 van 15 Augustus 1958, soos hernieu, verleng, gewysig en verder verleng by Goewermentskennisgewing No. 257 van 26 Februarie 1960, No. 232 van 10 Februarie 1961, No. 309 van 24 Februarie 1961, No. 110 van 25 Januarie 1963 en No. 851 van 14 Junie 1963, te wysig en te vervang.

1. TOEPASSINGSBESTEK.

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word deur die werkgewers in die Elektrotegniese Nywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers in

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1189.] [7 August 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.**ELECTRICAL INDUSTRY (NATAL).****SICK PAY FUND AGREEMENT.**

I, ALFRED ERNEST TROLLIP, 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 Electrical Industry (Natal), shall be binding from the second Monday after the date of publication of this notice and for the period ending the 11th April, 1965, 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.

A. E. TROLLIP,
 Minister of Labour.

SCHEDULE.

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL
 INDUSTRY (NATAL).**

AGREEMENT

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

Electrical Engineering and Allied Industries Association;
 the

Radio, Refrigeration and Electrical Appliance Association of
 South Africa;

and the

Electrical Contractors Association (South Africa)

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

South African Electrical Workers' Association

and the

Amalgamated Engineering Union

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

being the parties to the Industrial Council for the Electrical Industry (Natal), to amend and replace the Agreement published under Government Notice No. 1195 of the 15th August, 1958, as renewed, extended, amended and further extended by Government Notices No. 257 of the 26th February, 1960, No. 232 of the 10th February, 1961, No. 309 of the 24th February, 1961, No. 110 of the 25th January, 1963 and No. 851 of the 14th June, 1963.

1. SCOPE OF APPLICATION.

(1) The terms of this Agreement shall be observed by the employers in the Electrical Industry who are members of the employers' organisations, and all employees in the said industry

genoemde Nywerheid wat lede van die vakverenigings is en wat in diens geneem is vir enigeen van die klasse werk waarvoor 'n loon van minstens 33.91 sent per uur voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1791 van 15 November 1963 (hieronder die "Hoofnywerheids-ooreenkoms" genoem) ten opsigte van die gebiede waarop die Hoofnywerheidsooreenkoms betrekking het, en is op vakleerlinge van toepassing afgesien van hul lone.

(2) Ingeval die Hoofnywerheidsooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval gedurende die geldigheids-termyn van hierdie Ooreenkoms, word die klasse werk en lone wat in die Hoofnywerheidsooreenkoms gespesifiseer word, by die toepassing van hierdie Ooreenkoms geag die betrokke klasse werk en lone te wees.

2. GELDIGHEIDSTERMYN.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag tot 11 April 1965 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

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

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word of 'n vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

"Elektrotegniese Nywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende werksaamhede:—

- Die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue uitmaak, met inbegrip van bedrading, kabellawerk en kabel-aanleg, die aanleg van elektriese luglyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig en die materiaal voorberei word op die terrein van die gebou of struktuur of elders;
- die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat in verband staan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk en kabelaanleg, die aanleg van elektriese luglyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig en die materiaal voorberei word op die terrein van die gebou of struktuur of elders;
- die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van alle elektriese uitrusting wat in verband staan met die oprigting, verbouing, herstel en instandhouding van geboue, met inbegrip van bedrading, kabellawerk, kabelaanleg en die aanleg van elektriese luglyne, en alle ander werksaamhede wat in verband daarmee staan, afgesien daarvan of die werk verrig en die materiaal voorberei word op die terrein van die gebou of struktuur of elders;
- die ontwerp, bereiding, oprigting, installering, herstel en instandhouding van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van bedrading, kabellawerk en kabelaanleg, die aanleg van elektriese luglyne en alle ander werksaamhede wat daarmee in verband staan;

en vir die doel van hierdie omskrywing omvat "elektriese uitrusting" ook—

- elektriese kables en luglyne;
- generators, motors, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligting, verwarming, kookwerk, verkoeling en koeluitrusting, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oönduitrusting, radiostelle en aanverwante elektriese apparaat, seinuitrusting en ander uitrusting waarin gebruik gemaak word van die beginsels wat by die werking van radio- of elektroniese uitrusting aangewend word;

en voorts, vir die doel van hierdie omskrywing, omvat "ontwerp, bereiding, oprigting, installering, herstel en instandhouding" nie ook die volgende nie:—

- Die vervaardiging en/of montering van voornoemde uitrusting of samestellende dele daarvan;
- die bedrading van of installering in motorvoertuie van ligte, verwarmings- of ander uitrusting of vaste toebehorens, afgesien daarvan of dit permanent is al dan nie; en
- die vervaardiging, herstel en diensing van motorvoertuigbatterye;
- die vervaardiging, herstel en diensing van tikmasjiene en kantoortoestelle;
- die vervaardiging en/of montering en/of installering en/of herstel en/of instandhouding van hysers en/of roltrappe;

who are members of the trade unions, and who are employed on any of the classes of work, for which a wage rate of not less than 33.91 cents per hour is specified in the Agreement, published under Government Notice No. R. 1791 of the 15th November, 1963 (hereinafter referred to as the Main Industrial Agreement), in the respective areas to which the Main Industrial Agreement relates, and shall apply to Apprentices irrespective of their wage rates.

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

2. PERIOD OF OPERATION.

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, and shall remain in force until the 11th April, 1965, or for such period as the Minister may determine.

3. DEFINITIONS.

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

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

"Electrical Industry", or "Industry" means, the industry in which employers and employees are associated for any or for all of the following:—

- The design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structure or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto;

and for the purpose of this definition "electrical equipment" shall include—

- electrical cables and overhead lines;
- generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, domestic electrical equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

and further, for the purposes of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

- the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise; and
- the manufacture, repair and servicing of motor vehicle batteries;
- the manufacture, repair and servicing of typewriter and office appliances;
- the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;
 "Raad", die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);
 "bydrae" die bedrae wat ingevolge klousule 17 van hierdie Ooreenkoms betaalbaar is;
 "loongroep" die weekloon, met inbegrip van die lewenskoste-toelaes wat vir die klas werk gekonsolideer is, maar uitgesonderd enige ander lewenskostetoelaes wat aan 'n werknemer betaal word of aan hom betaalbaar is, betaling vir oortydwerk en enige ander besoldiging.

4. STIGTING VAN SIEKTEBESOLDIGINGSFONDS.

'n Siektebesoldigingsfonds wat bekend staan as die Siektebesoldigingsfonds van die Elektrotegniese Nywerheidsraad (Natal) (hieronder die "Siektebesoldigingsfonds" of die "Fonds" genoem), word hierby ingevolge die bepalings van hierdie Ooreenkoms ingestel.

Die Fonds bestaan uit gelde wat hy uit bydraes verkry en uit die rente wat ontvang word op beleggings ooreenkomstig die bepalings van klousules 17 en 7 (4) van hierdie Ooreenkoms.

Hierdie Fonds is die opvolger van die Fonds vir die Siektebesoldigingsfonds van die Elektrotegniese Nywerheid (Natal) wat gestig is ingevolge klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1195 van 15 Augustus 1958, soos hernieu, verleng, gewysig en verder verleng by Goewermentskennisgewings No. 257 van 26 Februarie 1960, No. 232 van 10 Februarie 1961, No. 309 van 24 Februarie 1961, No. 110 van 25 Januarie 1963 en No. 851 van 14 Junie 1963, en neem al die bates oor en is onderworpe aan al die verpligtings en aanspreeklikhede van voornoemde Fonds.

5. OOGMERKE.

Die oogmerke van die Fonds is om aan die gespesifiseerde werknemers in die Nywerheid voordele te verskaf soos voorgeskryf in klousule 16 van hierdie Ooreenkoms.

6. ADMINISTRASIE.

(1) Die beheer oor en die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit een lid wat benoem is deur elkeen van die vakverenigings wat 'n party by hierdie Ooreenkoms is en uit 'n ewe groot getal werkgewerslede wat deur die werkgewersorganisasies gesamentlik benoem word. Sekundusse mag aangestel word indien die Komitee dit nodig ag. Indien die Bestuurskomitee om enige rede, van watter aard ook, nie daartoe in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee daardie pligte uitvoer en daardie ampspligte en bevoegdhede uitoefen.

(2) Die Bestuurskomitee is bevoeg om reëls betreffende die administrasie van die Fonds te maak en te wysig. Kopieë van die reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

7. FINANSIËLE BEHEER.

(1) Die betaling van voordele word opgeskort wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R1,000, en verdere betalings word nie hervat nie totdat die bedrag wat in die krediet van die Fonds staan, 'n totaal van R1,500 bereik het; met dien verstande dat, wanneer sodanige betaling van voordele hêr wat word, daar aan die eise wat gedurende sodanige tydperk van opskorting ingedien is, voldoen moet word in die volgorde waarin hulle ontvang is.

(2) Alle gelde wat aan die Fonds betaal word, moet gestort word op die bankrekenings wat by 'n bank en/of inrigting wat deur die Bestuurskomitee goedgekeur is, geopen moet word.

(3) Alle betalings uit die Fonds geskied per tjek getrek op die Fonds se rekening, en sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Bestuurskomitee daartoe gemagtig is.

(4) Alle gelde wat die Bestuurskomitee beskou as te veel vir die Fonds se onmiddellike vereistes, moet in 'n bank of geregi-streerde bouvereniging gedeponer of belê word in Nasionale Spaarsertifikate of in effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture of as verbande op dié voorwaardes wat die Bestuurskomitee van tyd tot tyd mag bepaal.

(5) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, word teen die Fonds in rekening gebring.

(6) Die Bestuurskomitee moet driemaandelikse verslae aan die Uitvoerende Komitee verstrek waarin 'n algemene oorsig gegee word van die werking van die Fonds en van die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

(7) Die Bestuurskomitee moet 'n outiditeur of outiditeurs aanstel. Sodanige outiditeur of outiditeurs moet ingevolge die Wet op Openbare Rekenmeesters en Outiditeurs, 1951, geregistreer wees.

(8) Die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n rekening van die inkomste en uitgawes van die Fonds vir die twaalf maande geëindig 31 Desember, en 'n staat van die Fonds se bates en laste opstel wat deur die outiditeur gesertifiseer en saam met enige verslag wat die outiditeur daaroor mag indien, aan die Uitvoerende Komitee voorlê vir deursending aan die Raad.

(9) Die gesertifiseerde rekenings en staat en alle verslae van die outiditeur daaroor, moet in die hoofkantoor van die Raad ter insae lê. Die gesertifiseerde rekening en staat, medeonderteken deur die Voorsitter van die Raad, tesame met enige verslag wat die outiditeur daaroor mag ingedien het, moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrateur gestuur word.

"Executive Committee" means the Executive Committee of the Council appointed in terms of its Constitution;
 "Council" means the Industrial Council for the Electrical Industry (Natal);
 "contribution" means the amounts payable in terms of clause 17 of this Agreement;
 "wage group" means the weekly wage inclusive of any cost of living allowance consolidated for the class of work, but shall not include any other cost of living allowance paid or payable to an employee, overtime payments or any other remuneration.

4. ESTABLISHMENT OF SICK PAY FUND.

A Sick Pay Fund which shall be known as the Electrical Industrial Council (Natal) Sick Pay Fund (hereinafter referred to as the "Sick Pay Fund" or the "Fund"), is hereby established in terms of this Agreement.

The Fund shall consist of moneys accruing from contributions and of the interest received from investments in terms of clauses 17 and 7 (4) of this Agreement.

This Fund shall be the successor Fund to the Electrical Industry (Natal) Sick Pay Fund, established under clause 4 of the Agreement published under Government Notice No. 1195 of the 15th August, 1958, as renewed, extended, amended, and further extended by Government Notices Nos. 257 of the 26th February, 1960, 232 of the 10th February, 1961, 309 of the 24th February, 1961, 110 of the 25th January, 1963, and 851 of the 14th June, 1963, and shall take over all assets and be subject to all the obligations and liabilities of the aforesaid Fund.

5. OBJECTS.

The objects of the Fund shall be to provide the specified employees in the Industry with benefits as prescribed in clause 16 of this Agreement.

6. ADMINISTRATION.

(1) Control and administration of the Fund shall vest in a Management Committee which shall consist of one member nominated by each trade union which is a party to this Agreement and an equal number of employer members nominated by the Employers' Organisations jointly. Alternates may be appointed if deemed necessary by the Committee. Should the Management Committee be unable to perform its duties for any reason whatsoever the Executive Committee shall perform these duties and exercise its functions and powers.

(2) The Management Committee shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL.

(1) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R1,000 and further payments shall not commence until the amount standing to the credit of the Fund has reached the sum of R1,500; provided that upon such payment of benefits being resumed claims made during such period of suspension shall be met in the order in which they were received.

(2) All moneys paid to the Fund shall be deposited in the banking accounts to be opened at a bank and/or institution approved by the Management Committee.

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

(4) All moneys regarded by the Management Committee 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 Savings Certificates or in stock of the Government of the Republic of South Africa or local Government stock, or in mortgage bonds on such conditions as may be determined by the Management Committee from time to time.

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

(6) The Management Committee shall furnish the Executive Committee with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

(7) An auditor(s) shall be appointed by the Management Committee. Such auditor(s) shall be registered in terms of the Public Accountants and Auditors Act, 1951.

(8) As soon as possible after the 31st December in each year the Management Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended the 31st December and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with any report by the auditor thereon to the Executive Committee for transmission to the Council.

(9) The certified accounts and statement and any report made by the auditor thereon shall be open for inspection at the head office of the Council. The certified account and statement countersigned by the Chairman of the Council together with any report by the auditor shall be transmitted to the Industrial Registrar within 3 months of the close of the period covered thereby.

8. LIKWIDASIE.

(a) By die likwidasië van die Fonds ooreenkomstig van die bepaling van klousule 11, moet alle gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, gelykop tussen die werkgewersorganisasies en die vakverenigings verdeel word.

(b) Die Fonds moet gelikwideer word deur die Komitee wat kragtens die bepaling van klousule 11 optree of deur die trustee of die trustees wat ingevolge genoemde klousule aangestel is, na gelang van die geval.

9. AGENTE.

Die Raad mag een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering aan die bepaling van hierdie Ooreenkoms te gee, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om dié ondersoek in te stel en te voltooi en dié dokumente, boeke, loonstate, tydstate en loonkaartjies te ondersoek en dié individue te ondervra en al dié dinge te doen wat nodig mag wees ten einde vas te stel of die bepaling van hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring in die loop van sy ondersoek aan sodanige agent doen nie.

10. VERTONING VAN OOREENKOMS.

Elke werkgewer in die gebiede waarop hierdie Ooreenkoms van toepassing is, moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika opplaak en opgeplaak hou in of op die plek waar sy werknemers werk.

11. VERSTRYKING VAN DIE OOREENKOMS.

(a) 'n Ooreenkoms wat die Minister kragtens artikel agt-en-veertig (48) van die Wet op Nywerheidsversoenig, 1956, as bindend verklaar en wat hierdie Ooreenkoms vervang of in die plek daarvan gestel word, mag voorsiening maak vir die voortsetting en administrasie van die Fonds.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging of 'n hernuwing daarvan vervel en 'n latere ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, nie binne 'n tydperk van ses maande vanaf die datum van sodanige verstryking aangegaan word nie, of ingeval die Raad nie die Fonds binne sodanige tydperk oordra nie aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is, moet die Fonds gelikwideer word. Die Fonds word gedurende genoemde tydperk van ses maande of tot tyd en wyl dit oorgedra word aan 'n ander fonds soos hierbo bedoel of by 'n latere ooreenkoms voortgesit word, geadmistreer deur die Bestuurskomitee wat asdan aan die bewind is.

(c) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, moet die Fonds nog deur die Bestuurskomitee wat asdan aan die bewind is, geadmistreer word totdat die Ooreenkoms verstryk, en daarna moet die Fonds gelikwideer word.

(d) 'n Vakature wat ontstaan in die Komitee soos bedoel in subklousules (b) en (c) hiervan, mag deur die Registrateur uit die gelede van die werkgewers en die werknemers in die Nywerheid gevul word op so 'n manier dat daar verseker word dat die verteenwoordigers in die Komitee uit eweveel werkgewers- en werknemersvertenwoordigers bestaan. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee.

12. VOORDELE MAG NIE VERVREEM OF UITGEWIN WORD NIE.

Die voordele wat deur die Fonds verleen word, mag nie oorgedra word nie, en die voordele van 'n werknemer wat poog om sy regte oor te maak, oor te dra of op 'n ander manier te sedeer, te verpand of te verhipotekeer, word onmiddellik opgeskort vir 'n tydperk van drie maande.

13. EISE.

(1) Eise vir die betaling van siektebystand uit die Fonds moet op die vorm wat van tyd tot tyd deur die Bestuurskomitee voorgeskryf word, by die Fonds ingedien word en moet vergesel gaan van 'n breedvoerige geneeskundige sertifikaat in die voorgeskrewe vorm.

Die koste van die geneeskundige sertifikaat moet deur die betrokke werknemer gemaak word; met dien verstande dat die Bestuurskomitee 'n onafhanklike geneeskundige ondersoek mag verlang waarvan die koste teen die Fonds in rekening gebring moet word.

(2) Geen eis word deur die Fonds erken nie as dit nie binne dertig dae na die eerste dag van afwesigheid, van die werk, weens siekte, ingedien word nie en as die werknemer versuim het om volgens behoorlike mediese advies te handel, en geen bedrag word betaal nie ten opsigte van 'n tydperk van langer as drie dae voor die datum waarop die werknemer sy geneeskundige praktisyn vir die eerste maal geraadpleeg het.

(3) Die versending van 'n tjek per vooruitbetaalde pos aan die adres verstrekk op die eisvorm soos deur die Bestuurskomitee voorgeskryf, is voldoende kwitering vir die betaling van 'n eis, en as 'n tjek wat aldus versend is, nie binne 18 maande vanaf die datum van uitreiking betaal is nie, word die eis ten gunste van die Fonds verbeur. Met dien verstande dat die Bestuurskomitee bevoeg is om na sy goed vinde 'n *ex gratia* betaling te maak ten opsigte van enige eis wat ingevolge hierdie sub-klousule verbeur is.

8. LIQUIDATION.

(a) Upon liquidation of the Fund in terms of clause 11 the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including any administration and liquidation expenses shall be equally apportioned between the employers' organisations and the trade unions.

(b) The Fund shall be liquidated by the Committee functioning in terms of clause 11 or the trustee or trustees appointed in terms of the said clause, as the case may be.

9. AGENTS.

The Council 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 institute and complete such enquiries 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 during the course of his investigations.

10. EXHIBITION OF AGREEMENT.

Every employer in the areas where this Agreement has application 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.

11. EXPIRY OF THE AGREEMENT.

(a) Any agreement declared by the Minister to be binding in terms of section forty-eight (48) of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the community 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 six 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 six 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 Management Committee in office at the time.

(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 thirty-four (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time until the Agreement expires, whereafter the Fund shall be liquidated.

(d) Any vacancy occurring on the Committee referred to in sub-clause (b) and (c) hereof may be filled by the Registrar from employers and employees in the Industry so as to ensure an equality of employer and employee representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

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

13. CLAIMS.

(1) Claims for sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Management Committee 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 employee concerned; provided however, that the Management Committee may require an independent medical examination, the cost of which shall be a charge upon the Fund.

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

(3) It shall be sufficient payment of any claim if a cheque is despatched by prepaid post to the address given in the claim form prescribed by the Management Committee, and if any cheque so sent is not paid within 18 months of the date of issue, the claim shall be forfeited for the benefit of the Fund; provided that the Management Committee shall have power in its discretion to make an *ex gratia* payment in respect of any claim forfeited in terms of this sub-clause.

14. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE.

Behoudens die algemene leiding van die Uitvoerende Komitee van die Raad en die bepalings van hierdie Ooreenkoms, het die Bestuurskomitee volle beheer oor die sake van die Fonds en mag hy in die besonder—

- werknemers in diens neem om met die administrasie van die Fonds behulpsaam te wees, hul besoldiging vasstel en hul pligte omskryf;
- weier om enigeen van of alle voordele aan werknemers te betaal wat gehandel het op 'n manier wat daarop bereken is of wat na alle waarskynlikheid die uitwerking sal hê dat dit die belange van die Fonds skaad; met dien verstande dat sodanige werknemer toegelaat moet word om voor die Bestuurskomitee te verskyn en sy saak te stel;
- goedkeuring vir uitgawes uit die Fonds verleen;
- stappe doen om die betaling van bydraes of enige bedrag wat aan die Fonds verskuldig is, af te dwing;
- waar 'n werknemer, na die mening van die komitee, te veel aan voordele ontvang het, ondersoek laat instel en dié verdere voordele vir dié tydperke terughou wat hy mag bepaal.

15. VOORBEHOUDSBEPALINGS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms—

- het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van 'n drukkende las weens siekte en mag hy by wyse van geldelike toekennings, lenings of op 'n ander manier bystand aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd mag bepaal;
- mag die Bestuurskomitee vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal (Aansoeke om vrystelling moet gerig word aan die Sekretaris van die Raad, Posbus 722, Durban);
- mag 'n werkgewer ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Hoofnywerheidsooreenkoms voorgeskrif word nie maar wat 'n besoldiging ontvang wat, met inbegrip van enige bedrag wat as lewenskostoelae betaalbaar is maar uitgezonderd oortydbesoldiging, gelyk is aan minstens 33.91 sent per uur, by wyse van onderlinge ooreenkoms by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigeen van hulle) ooreenkomstig die bepalings van klousule 17 aan te neem. By ontvangs van sodanige aansoek mag die Bestuurskomitee daarmee instem om bydraes van sodanige werkgewer aan te neem, en die bepalings van die Ooreenkoms is dan *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van hierdie Ooreenkoms op hulle van toepassing gemaak is.

16. SIEKTEBYSTAND.

(a) Behoudens die bepalings van paragraaf (b) tot (j) van hierdie klousule, is siektebystand soos volg aan werknemers betaalbaar:—

SIEKTEBYSTANDSLYS.

Loongroep per week.	SIEKTEBYSTAND: Voortdurende onvermoë of siekte: Afwesigheid van werk.			
	Eerste week.	Tweede week.	Derde tot agtiende week.	Negen-tiende tot dertigste week.
Meer as R38.....	R c 14.00	R c 16.00	R c 21.00	R c 23.00
Meer as R34 en tot R38.	13.00	15.00	20.00	22.00
Meer as R32 en tot R34.	12.00	14.00	19.00	21.00
Meer as R29 en tot R32.	11.00	13.00	18.00	20.00
Meer as R27 en tot R29.	10.00	12.00	16.00	18.00
Meer as R24 en tot R27.	9.00	11.00	14.00	16.00
Meer as R21 en tot R24.	8.00	10.00	12.00	13.00
Meer as R14 en tot R21.	7.00	8.00	11.00	12.00
Meer as R10 en tot R14.	6.00	7.00	10.00	11.00

(b) Geen siektebystand word vir onvermoë of afwesigheid van werk, weens siekte, vir 'n korter tydperk as een werkwereks betaal nie. 'n Week bestaan uit vyf agtereenvolgende werkdade in die geval van werknemers wat vyf dae per week werk en uit ses agtereenvolgende werkdade in die geval van werknemers wat ses dae per week werk. Siektebystand ten opsigte van afwesigheid, weens siekte, vir dié getal dae wat langer is as 'n volle week of volle weke, word op 'n *pro rata* grondslag betaal volgens die getal dae wat sodanige afwesigheid duur.

(c) Geen siektebystand is ten opsigte van openbare vakansiedae met besoldiging, soos in die Hoofnywerheidsooreenkoms gespesifiseer, betaalbaar nie. Waar 'n werknemer 'n gedeelte van die skof werk op die dag waarop hy vir die eerste keer afwesig is, tel dit as 'n dag afwesigheid weens siekte, en vir daardie gedeelte van die skof wat geag word 'n kwalifiserende skof te wees, moet daar uit die Fonds betaal word.

(d) Geen siektebesoldiging is ten opsigte van siekte of onvermoë wat binne die bepalings van die Ongevallewet, 1941, val, betaalbaar nie.

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE.

Subject to the general direction of the Executive Committee of the Council and the terms of this Agreement, the Management Committee shall have full control of the affairs of the Fund and in particular may—

- engage employees to assist in the administration of the Fund, fix their remuneration and define their duties;
- refuse any, or all benefits to employees who have acted in the manner calculated or reasonably likely to injure the interests of the Fund; provided that such employee shall be permitted to appear before the Management Committee to state his case.
- sanction expenditure from the Fund;
- take steps to enforce payment of contributions or any sums due to the Fund;
- where an employee 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—

- the Management Committee shall have discretionary power to grant additional assistance to employees in cases of 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;
- the Management Committee may grant exemption from any of the provisions in 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, P.O. Box 722, Durban;
- an employer may, in respect of his employees employed in the Industry whose wages are not specified in the Main Industrial Agreement but who are receiving remuneration at a rate which, including any amount paid as cost of living allowance but excluding overtime, is the equivalent of not less than 33.91 cents per hour, by manual agreement make application to the Fund to accept contribution from himself and those employees (or any of them) in accordance with the provisions of clause 17. Upon such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by clause 1 of this Agreement.

16. SICK PAY BENEFITS.

(a) Subject to paragraphs (b) to (j) of this clause sick pay benefits shall be payable to employees as follows:—

SCHEDULE OF BENEFITS.

Wage group per week.	SICK PAY BENEFITS: Continuous Incapacity or Illness: Absence from Work.			
	First Week.	Second Week.	Third to Eighteenth Week.	Nineteenth to Thirtieth Week.
Over R38.....	R c 14.00	R c 16.00	R c 21.00	R c 23.00
Over R34 and up to R38	13.00	15.00	20.00	22.00
Over R32 and up to R34	12.00	14.00	19.00	21.00
Over R29 and up to R32	11.00	13.00	18.00	20.00
Over R27 and up to R29	10.00	12.00	16.00	18.00
Over R24 and up to R27	9.00	11.00	14.00	16.00
Over R21 and up to R24	8.00	10.00	12.00	13.00
Over R14 and up to R21	7.00	8.00	11.00	12.00
Over R10 and up to R14	6.00	7.00	10.00	11.00

(b) No sick pay benefits shall be paid for incapacity or absence from work on account of illness for less than one working week. A week shall constitute five consecutive working days for five-day working week employees and six consecutive working days for six-day working week employees. Sick pay benefits for days of absence on account of sickness in excess of a completed week or weeks shall be paid *pro rata* the number of days of such absence.

(c) No sick pay benefits shall be payable in respect of paid public holidays specified in the Main Industrial Agreement. Where an employee works a portion of the shift on the day he is first absent it shall count as a day of absence due to sickness, and that portion of the shift which is to be regarded as qualifying shift shall be paid for by the Fund.

(d) No sick pay shall be payable for any illness or disablement falling within the provisions of the Workmen's Compensation Act, 1941.

(e) Geen siektebystand is ten opsigte van afwesigheid van werk weens swangerskap of 'n bevalling aan 'n vroulike werknemer betaalbaar nie.

(f) Geen siektebystand word ten opsigte van die volgende betaal nie:—

- (i) Geestesgebreke, alkoholisme of die gebruik van verdovingsmiddels.
- (ii) Die gevolge van deelname aan 'n jagtog, voertuigwedren of ander motorfietsreise as dié van en na 'n werknemer se werklike werk.
- (iii) Die gevolge van die verrigting van 'n onwettige daad, diens in die gewapende magte, 'n vlug of gepoogde vlug in 'n vliegtuig, uitgesonderd as 'n passasier wat sy reisgeld betaal het en met 'n gereelde lugdiens reis.
- (iv) Besering toegedien deur 'n militêre of usurperende mag, afgesien daarvan of daar oorlog verklaar is al dan nie, of weens onluste of burgerlike beroering.

(g) Aan werknemers wat werkloos word, is daar geen siektebystand betaalbaar nie gedurende die tydperk wat hulle daarop geregtig is om werkloosheidsvoordele binne die bestek van die Werkloosheidsversekeringswet te ontvang.

(h) Werknemers wat na die datum van inwerkingtreding van hierdie Ooreenkoms in diens geneem word, is nie op siektebystand geregtig nie totdat 13 agtereenvolgende weke se bydraes aan die Fonds betaal is; 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 wat die Nywerheid verlaat en later tot die Nywerheid terugkeer, is op siektebystand geregtig nadat 13 agtereenvolgende weeklikse bydraes tot die Fonds betaal is.

(j) Geen siektebystand is ten opsigte van aaneenlopende tydperke van afwesigheid van langer as 30 weke betaalbaar nie tot tyd en wyl die werknemer 'n verdere 26 weke diens voltooi het, en vir die toepassing van hierdie klousule word afwesighede wat deur minder as 26 weke van mekaar geskei word, geag aaneenlopend te wees.

17. BYDRAES.

(1) Elke werkgever moet elke week van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms betrekking het, die bedrag aftrek wat vir 'n werknemer van daardie loongroep in onderstaande tabel gemeld word:—

Loongroep per week.	Bedrag per week.
	Sent.
Meer as R38.....	20
Meer as R34 en tot R38.....	19
Meer as R32 en tot R34.....	18
Meer as R29 en tot R32.....	17
Meer as R27 en tot R29.....	15
Meer as R24 en tot R27.....	13
Meer as R21 en tot R24.....	12
Meer as R14 en tot R21.....	10
Meer as R10 en tot R14.....	8

(2) By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag vir elke maand aan die Raad stuur tesame met die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf.

(3) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, aan die Raad, Posbus 722, Durban, gestuur word.

Op hede die 5de dag van Februarie 1964 te Durban namens die partye onderteken.

R. C. THROSSELL, *Voorsitter.*
D. F. ANTHONY, *Ondervoorsitter.*
J. R. MARWICK, *Sekretaris.*

No. R. 1193.] [7 Augustus 1964.
WET OP NYWERHEIDSVERSOENING, 1956.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID, NATAL.

INTREKKING VAN GOEWERMENSKENNISGEWING.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, trek hierby kragtens subartikel (5) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermenskennisgewing No. 851 van 14 Junie 1963 in, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

A. E. TROLLIP,
Minister van Arbeid.

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

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

- (i) Mental disorders, alcoholism, or the use of narcotics.
- (ii) Engaging in hunting, racing on wheels or motor-cycling, other than motor-cycling to and from the employees' actual 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 usurping power, whether or not there has been a declaration of war, or due to riots or civil commotion.

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

(h) Employees engaged subsequent to the date of coming into operation of this Agreement shall not be eligible for sick pay benefits until 13 consecutive weeks' contributions have been made to the Fund; 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 leaving the Industry and subsequently returning to the Industry shall, after 13 consecutive weekly contributions have been made to the Fund, be eligible for sick pay benefits.

(j) No sick pay benefits shall be payable in respect of continuous periods of absence exceeding 30 weeks until such time as the employee shall have completed a further 26 weeks of employment, and for the purposes of this clause absences separated from each other by less than 26 weeks shall be deemed to be continuous.

17. CONTRIBUTIONS.

(1) Every employer shall each week deduct from the wages of each of his employees covered by this Agreement the amount indicated for an employee of that wage group in the following table:—

Wage Group per Week.	Amount per Week.
	Cents.
Over R38.....	20
Over R34 and up to R38.....	19
Over R32 and up to R34.....	18
Over R29 and up to R32.....	17
Over R27 and up to R29.....	15
Over R24 and up to R27.....	13
Over R21 and up to R24.....	12
Over R14 and up to R21.....	10
Over R10 and up to R14.....	8

(2) To the amount thus deducted the employer shall add an equal amount and forward the total sum for each month to the Council together with the form to be prescribed by the Management Committee from time to time.

(3) The amount payable each month in terms of this clause shall be forwarded to the Council, P.O. Box 722, Durban, not later than the 15th day of the month immediately following.

Signed at Durban as authorised for and on behalf of the parties this 5th day of February, 1964.

R. C. THROSSELL, *Chairman.*
D. F. ANTHONY, *Vice-Chairman.*
J. R. MARWICK, *Secretary.*

No. 1193.] [7 August 1964.
INDUSTRIAL CONCILIATION ACT, 1956.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY, NATAL.

CANCELLATION OF GOVERNMENT NOTICE.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (5) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. 851 of the 14th June, 1963, as from the second Monday after the date of publication of this notice.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

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