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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 626 18 April 1969
INDUSTRIAL CONCILIATION ACT, 1956

**MOTOR INDUSTRY.—MISA SICK AND
ACCIDENT PAY FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (1) (a) 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 1 May 1969 and for the period ending 30 April 1974, 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,
Minister of Labour.

SCHEDULE

**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY**

MISA SICK AND ACCIDENT PAY FUND AGREEMENT
entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and 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 Staff Association,

The Motor Industry Employees' Union of South Africa
and

The Motor Industry Combined Workers' Union

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

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

A—38929

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 626 18 April 1969
WET OP NYWERHEIDSVERSOENING, 1956

**MOTORNYWERHEID.—MISA-SIEKTE- EN
ONGEVALLEBYSTANDFONDSOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf 1 Mei 1969 en vir die tydperk wat op 30 April 1974 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,
Minister van Arbeid.

BYLAE

**DIE NASIONALE NYWERHEIDSVERSOENINGSVRAAD VIR DIE
MOTORNYWERHEID**

**MISA-SIEKTE- EN ONGEVALLEBYSTANDFONDS-
OOREENKOMS**

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

The South African Motor Industry Employers' Association
en

The South African Vehicle Builders' and Repairers' Association
(hieronder die "werkgewers" of die "werkgewersorganisasies"
genoem), aan die een kant, en

The Motor Industry Staff Association,

The Motor Industry Employees' Union of South Africa
en

The Motor Industry Combined Workers' Union
(hieronder die "werknemers" of die "vakverenigings" genoem),
aan die ander kant,

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

1—2359

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 48 of the Act, and shall remain in force for five years from that date or for such period as may be determined by the Minister.

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 clerical employees in the Motor Industry who are members of the trade unions.

CLAUSE 3.—DEFINITIONS

"Act" means the Industrial Conciliation Act, 1956.

"Clerical employee" means an employee who is validly in possession of a membership card issued by the Motor Industry Staff Association.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Industrial Conciliation Act, 1956.

"Member" means any clerical employee registered as a member of the Fund in terms of clause 5 (2) of this Agreement and in respect of whom contributions are made to the Fund.

"Motor Industry" means the Motor Industry as defined in clause 3 of Government Notice R. 783 of 30 May 1967, 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, Keiskammahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsoelo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

"Region EP" means the Magisterial District 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, Noupport, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore.

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

"Region NC" means the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg and Warrenton.

"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, Hermanus, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, 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 of the Misa Sick and Accident Pay Fund in force and as prescribed in terms of clause 8 hereof.

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

CLAUSE 4.—ESTABLISHMENT AND OBJECTS OF FUND

(1) There is hereby established a fund known as the "Misa Sick and Accident Pay Fund" (hereinafter referred to as "the Fund").

(2) The Fund shall consist of contributions as prescribed in this Agreement and interest on investments.

KLOUSULE 1.—GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag vir vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister mag bepaal.

KLOUSULE 2.—TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms moet in die streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur alle klerklike werknemers in die Motornywerheid wat lede van die vakverenigings is.

KLOUSULE 3.—WOORDOMSKRYWING

"Wet" beteken die Wet op Nywerheidsversoening, 1956.

"Klerklike werknemer" beteken 'n werknemer wat in besit is van 'n geldige lidmaatskapkaart uitgereik deur die Motor Industry Staff Association.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid geregistreer kragtens artikel 19 van die Wet op Nywerheidsversoening, 1956.

"Lid" beteken 'n klerklike werknemer wat kragtens klousule 5 (2) van hierdie Ooreenkoms as lid van die Fonds geregistreer is en ten opsigte van wie daar tot die Fonds bygedra word.

"Motornywerheid" beteken die Motornywerheid soos omskryf in klousule 3 van Goewermentskennisgewing R. 783 van 30 Mei 1967, en alle uitdrukkings wat in daardie omskrywing gebesig word en in genoemde Goewermentskennisgewing omskryf word, het vir die toepassing van hierdie Ooreenkoms dieselfde betekenis.

"Streek BR" beteken die landdrostdistrikte 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, Keiskammahoe, King William's Town, Komgha, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsoelo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

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

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

"Streek NC" beteken die landdrostdistrikte Barkley-Wes, Britstown, De Aar, Gordonias, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg en Warrenton.

"Streek OFS" beteken die provinsie Oranje-Vrystaat.

"Streek TVL" beteken die provinsie Transvaal.

"Streek WP" beteken die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Kaap), Hopefield, Hermanus, 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 kragtens sy konstitusie vir enige streek wat hierin omskryf word, aangestel is.

"Reëls" beteken die geldige reëls van die Misa-siekte- en ongevallebystandfonds soos kragtens klousule 8 hiervan voorgeskryf.

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

KLOUSULE 4.—STIGTING EN OOGMERKE VAN DIE FONDS

(1) Hierby word 'n Fonds gestig wat bekend staan as die "Misa-siekte- en ongevallebystandfonds" (hieronder die "Fonds" genoem).

(2) Die Fonds bestaan uit bydraes bygedra soos in hierdie Ooreenkoms voorgeskryf, en rente op beleggings.

(3) The object of the Fund shall be, in accordance with the Rules of the Fund as determined from time to time, to assist members of the Fund who suffer losses of wages or salary through absenteeism resulting from incapacity due to accident or sickness.

CLAUSE 5.—MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all clerical employees employed in the Motor Industry in the Regions defined herein.

(Note.—For the meaning of "clerical employee", please refer to "definitions" in clause 3 hereof.)

(2) Subject to subclause (1) hereof, every clerical employee 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—

(a) this Agreement comes into operation if employed in the Motor Industry at such date;

(b) he enters or re-enters or becomes employed in the Motor Industry;

and shall furnish such additional information or documentary evidence as the Regional Council concerned may require.

(3) Membership of the Fund shall terminate directly a member ceases to be employed in the Motor Industry.

(4) 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 Regional Council concerned.

CLAUSE 6.—CONTRIBUTIONS

(1) In respect of each week of employment of each clerical employee in his employ every employer shall contribute 10c to the Fund; provided that where a clerical employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable in respect of such clerical employee for that week.

(2) The contributions referred to in subclause (1) of this clause shall be forwarded each month not later than the 10th day of the month following that to which they refer, to the Secretary of the Regional Council for the Region in which the employer's establishment is situated, under cover of and together with a statement in the form prescribed for the purpose by the Regional Council in jurisdiction, setting out the names of the employees and the periods for which contributions are remitted.

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.

CLAUSE 7.—BENEFITS

Subject to the provisions of the Fund's Rules, every member possessing the necessary qualifications therefor and in respect of whom the requisite number of contributions has been made to the Fund shall be eligible for the Fund's benefits, in force from time to time as prescribed in such Rules.

CLAUSE 8.—ADMINISTRATION

(1) The Fund shall be administered by Regional Councils 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.

CLAUSE 9.—POWERS AND DUTIES OF REGIONAL COUNCILS

(1) Subject to the direction of the Council and to the terms of this Agreement, each Regional Council shall have full control of the affairs of the Fund in the Region for which it is appointed.

(2) Each member of the Fund shall be provided by the Regional Council concerned with a copy of the Rules referred to in clause 8 hereof.

(3) Die oogmerk van die Fonds is om, ooreenkomstig die reëls van die Fonds soos van tyd tot tyd bepaal, lede van die Fonds by te staan wat loons- of salarisverliese ly as gevolg van afwesigheid veroorsaak deur werkonvermoë weens 'n ongeluk of siekte.

KLOUSULE 5.—LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle klerklike werknemers in diens van die Motornywerheid in die streke hierin omskryf.

(Opmerking.—Vir die betekenis van "klerklike werknemer" lees asseblief die omskrywing daarvan in die woordomskrywings in klousule 3 hiervan.)

(2) Behoudens subklousule (1) hiervan, moet elke klerklike werknemer die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word en sodanige ingevulde vorm indien by die sekretaris van die streekraad vir die streek waarin hy in diens is, en wel binne een maand ná die datum waarop—

(a) hierdie Ooreenkoms in werking tree indien hy op sodanige datum in die Motornywerheid in diens is;

(b) hy tot die Motornywerheid toetree of hertoetree of daarin in diens geneem word;

en moet sodanige bykomende inligting of dokumentêre bewyse verstrek as wat die betrokke streekraad mag vereis.

(3) Lidmaatskap van die Fonds eindig sodra 'n lid ophou om in die Motornywerheid werksaam te wees.

(4) 'n Lid wie se lidmaatskap van die Fonds beëindig is, verbeur alle aansprake op die Fonds, en as hy weer lid word, word hy as 'n heeltemal nuwe lid beskou tensy die betrokke streekraad anders besluit.

KLOUSULE 6.—BYDRAES

(1) Elke werkgever dra ten opsigte van elke week wat elke klerklike werknemer in sy diens is, 10c tot die Fonds by: Met dien verstande dat waar 'n klerklike werknemer 'n loon vir minder as 23 uur in 'n bepaalde week ontvang of daarop geregtig is, is geen bydraes ten opsigte van so 'n klerklike werkgever vir daardie week betaalbaar nie.

(2) Die bydraes in subklousule (1) van hierdie klousule genoem, moet elke maand voor of op die tiende dag van die maande wat volg op dié waarop die bydraes betrekking het, aan die Sekretaris van die streekraad vir die streek waarin die werknemer se bedryfsinrigting geleë is, gestuur word saam met 'n verklaring in die vorm wat vir dié doel deur die streekraad wat regsbevoegdheid het, voorgeskryf word en waarin die name van die werknemers en die tydperke waarvoor bydraes gestuur word, gemeld 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.

KLOUSULE 7.—VOORDELE

Behoudens die bepalings van die Fonds se reëls, kom elke lid wat die nodige kwalifikasies daarvoor besit en ten opsigte van wie die vereiste getal bydraes tot die Fonds gemaak is, in aanmerking vir die voordele wat van tyd tot tyd geldig is en soos in hierdie Reëls voorgeskryf.

KLOUSULE 8.—ADMINISTRASIE

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

(a) Die Fonds se voordele en die vereistes daaraan verbonde;

(b) die prosedure om eise in te stel en uit te betaal.

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

(3) Afskrifte van die Fonds se geldige reëls en besonderhede van enige wysigings daarvan, moet by die Sekretaris van Arbeid ingedien word.

KLOUSULE 9.—BEVOEGDHEDE EN PLIGTE VAN STREEKRADE

(1) Behoudens lasgewing deur die Raad en die bepalings van hierdie Ooreenkoms, het elke streekraad volle beheer oor die sake van die Fonds in die streek waarvoor dit aangestel is.

(2) Elke lid van die Fonds moet deur die betrokke streekraad voorsien wees van 'n afskrif van die reëls in klousule 8 hiervan bedoel.

(3) A Regional Council 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 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 Regional Council to be heard;

(c) sanction expenditure;

(d) empower its Chairman and/or Vic-Chairman and its Secretary or other official to sign conjointly on behalf of the Fund any agreements and contracts of 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 Regional Council shall cause—

(a) proper notice of its meetings to be given to the inspector defined by regulation under the Industrial Conciliation Act;

(b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector, 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 whom it shall appoint for the purpose, and who shall be a public accountant.

(5) Notwithstanding anything to the contrary, a Regional Council shall have discretionary powers to grant additional assistance to members in cases which it considers fall within the objects of the Fund.

CLAUSE 10.—FINANCIAL CONTROL

(1) All moneys received by Regional Councils 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 Regional Council concerned;

(b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Regional Council concerned;

(c) in respect of benefits, be suspended whenever the total amount therein to the credit of the Fund 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 Regional Council's monthly requirements as determined by such Regional Council, shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section 21 (3) of the Act; provided that where necessary the Council may make grants from such moneys to be used for the purposes of the Fund.

(4) Every Regional Council shall furnish 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 Regional Council in respect of the Region(s) it administers, shall submit to the Council by not later than 15 February each year, statements audited by the auditor appointed in terms of clause 9 (4) (c) and countersigned by its Chairman showing the income and expenditure of the Fund for the preceding 12 months ended 31 December and its assets and liabilities as at that 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 Secretary for Labour.

CLAUSE 11.—INDEMNITY

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

(3) 'n Streekraad mag—

(a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds op sodanige voorwaardes as wat hy mag bepaal;

(b) voordele weier aan of weerhou van enige lid wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was of waarvan redelikerwys verwag kon word dat dit die belange van die Fonds of sy lede sou benadeel; met dien verstande dat sodanige lid, indien hy aldus versoek, die geleentheid gegun moet word om voor die streekraad 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 en kontrakte wat hy goedgekeur het, te onderteken;

(e) rekenings namens die Fonds open by banke of bougenootskappe en persone volmag gee om op sodanige rekenings te opereer;

(f) kragtens die reëls plaaslike komitees aanstel om behulpsaam te wees met die administrasie van die Fonds in 'n bepaalde streek.

(4) Elke streekraad moet sorg dra dat—

(a) behoorlik kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet op Nywerheids- versoening omskryf;

(b) notule gehou word van verrigtings van alle vergaderings en dat afskrifte van dié notule aan genoemde inspekteur en aan die Raad gestuur word;

(c) volledige en ware rekenings van die Fonds gehou word in die streek of streke wat hy administreer en sodanige rekenings deur 'n ouditeur geouditeer word wat hy vir die doel moet aanstel en wat 'n publieke ouditeur moet wees.

(5) Ondanks andersluidende bepalings het 'n streekraad diskresionêre bevoegdheid om bykomende hulp aan lede te verleen in gevalle wat hy ag binne die bestek van die Fonds te val.

KLOUSULE 10.—FINANSIËLE BEHEER

(1) Alle geld wat deur streekraade namens die Fonds ontvang word, moet namens die Fonds in 'n rekening(s) by 'n bank of bougenootskap binne drie dae ná ontvangs gedeponeer word en alle uitbetalings uit sodanige rekening(s) moet met betrekking tot elke streek—

(a) deur die betrokke streekraad goedgekeur word;

(b) gedoen word deur middel van 'n tjek of ander skriftelike stuk geteken deur twee persone wat behoorlik daartoe deur die betrokke streekraad gemagtig is;

(c) ten opsigte van voordele, opgeskort word wanneer die totale bedrag daarin in die krediet van die Fonds, benede R200 daal en tot tyd en wyl dit bo R400 styg.

(2) Alle koste aangegaan in verband met die administrasie van die Fonds in enige streek kom ten laste van die Fonds met betrekking tot daardie streek.

(3) Geld wat meer is as enige streekraad se maandelikse veristes soos deur sodanige streekraad vasgestel, moet maandeliks aan die Raad gestuur word vir belegging, namens die Fonds, ooreenkomstig artikel 21 (3) van die Wet; met dien verstande dat, waar dit nodig is, die Raad bedrae uit sodanige gelde kan toeken vir gebruik vir die oogmerke van die Fonds.

(4) Elke streekraad moet die Raad van maandverslae voorsien wat, onder andere, besonderhede bevat van die voordele en hulp deur die Fonds verskaf, asook van geld ontvang en uitbetaal vir die tydperk waarop die verslag betrekking het.

(5) (a) Elke streekraad moet ten opsigte van die streek of streke wat hy administreer, op of voor 15 Februarie elke jaar state voorlê wat geouditeer is deur die ouditeur aangestel kragtens klousule 9 (4) (c) en deur sy voorsitter mede-onderteken, wat die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande geëindig 31 Desember en sy bates en laste op daardie datum aantoon. Hierdie state en die ouditeur se verslag daaroor moet by die kantore van die betrokke streekraade beskikbaar wees vir insae deur bydraers 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, afskrifte daarvan by die Sekretaris van Arbeid indien.

KLOUSULE 11.—VRYWARING

Die lede van enige streekraad en die ampsdraers 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 die *bona fide* uitvoering van hul pligte ly en aangaan.

CLAUSE 12.—DISPUTES

(1) Subject to the provisions of subclause (2) any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Fund shall be dealt with by a Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.

(2) (a) A member who is not satisfied with the decision of a Regional Council in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection 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 13.—EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement, and unless within a period of 12 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 34 (2) of the Act, during any period in which this Agreement is binding, the Regional Councils shall continue to administer the Fund and the members of such Regional Councils at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancies occurring on such Regional Councils 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 Regional Councils. In the event of any Regional Council 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 Regional Council and who shall possess all the powers of such Regional Councils for the purpose. If upon the expiration of this Agreement, there is no Council in existence, the Fund shall be liquidated in the manner set forth in clause 14 of this Agreement 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 34 (4) of the Act as if it formed part of the general funds of the Council.

CLAUSE 14.—LIQUIDATION

Upon liquidation of the Fund in terms of clause 13 (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 15.—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 during the course of his investigation.

CLAUSE 16.—EXEMPTIONS

The Council or a Regional Council in respect of the Region it administers may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 17.—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 the official languages of the Republic of South Africa.

KLOUSULE 12.—GESKILLE

(1) Behoudens die bepalings van subklausule (2) moet alle geskille betreffende die uitlegging, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of betreffende die administrasie van die Fonds *mutatis mutandis* ooreenkomstig die prosedure in artikel 9 van die Raad se konstitusie bepaal, deur 'n streekraad behandel word.

(2) (a) 'n Lid wat nie tevrede is nie met die beslissing van 'n streekraad ten opsigte van enige eise deur hom op die Fonds ingestel, mag na die Raad appelleer en die Raad se beslissing is in hierdie verband afdoende.

(b) Ingeval 'n lid na die Raad appelleer, moet die betrokke streekraad, wanneer hy aldus deur die Sekretaris van die Raad gesoek word, besonderhede van die lid se saak aan die Raad vir oorweging voorlê.

KLOUSULE 13.—VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms verstryk moet die Fonds gelikwider word tensy of 'n nuwe ooreenkoms waarkragtens die Fonds voortgesit word, binne 'n tydperk van 12 maande na sodanige verstryking aangegaan word of die Fonds deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n doel soortgelyk aan dié waarvoor die Fonds oorspronklik gestig is.

(2) Ingeval die Raad gedurende enige tydperk wat hierdie Ooreenkoms bindend is, ontbind word of ophou om ingevolge artikel 34 (2) van die Wet te funksioneer, moet die streekraad aanhou om die Fonds te administreer, en die lede van sodanige streekraad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees; met dien verstande egter dat vakatures wat in sodanige streekraad mag ontstaan, deur die Nywerheidsregistrator uit die geledere van die werkgewers en die werknemers in die Motornywerheid gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers, en hul sekondusse, wat lede van sodanige streekraad is, ewe groot is. Ingeval 'n streekraad onwillig is om sy pligte uit te voer of nie daartoe in staat is nie of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, onmoontlik of onwenslik maak, mag hy 'n trustee of trustees aanstel wat die pligte van sodanige streekraad moet uitvoer en wat vir dié doel al die bevoegdhede van sodanige streekraad vir dié doel het. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwider word op die wyse uiteengesit in klausule 14 van hierdie Ooreenkoms en indien die sake van die Raad by sodanige verstryking reeds beredder is en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

KLOUSULE 14.—LIKWIDASIE

By likwidasië van die Fonds kragtens klausule 13 (1) hiervan moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad inbetaal word.

KLOUSULE 15.—AGENTE

Die Raad of die streekraad mag een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer 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 bepalings van hierdie Ooreenkoms nagekom word, en niemand mag teenoor sodanige agent 'n valse verklaring in verband met sy ondersoek aflê nie.

KLOUSULE 16.—VRYSTELLINGS

Die Raad of 'n streekraad mag ten opsigte van die streek wat hy administreer, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms kragtens sodanige bedinge en vir sodanige tydperk as wat hy mag bepaal.

KLOUSULE 17.—VERTONING VAN OOREENKOMS

Elke werkgewer in die streke hierin omskryf, 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.

CLAUSE 18.—PRESCRIPTION

A Regional Council shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if more than two years has elapsed since the date the claim in question was originally paid or rejected.

Signed at Johannesburg on behalf of the parties this 3rd day of December 1968.

F. J. HACKNEY, *President of the Council.*

Signed at Cape Town on behalf of the Parties this 2nd day of December 1968.

F. C. PINNOCK, *Vice-President of the Council.*

Signed at Johannesburg on behalf of the Parties this 1st day of December 1968.

H. G. RINGROSE, *Secretary of the Council.*

ANNEXURE "A" TO MISA SICK AND ACCIDENT PAY FUND AGREEMENT

APPLICATION FOR MEMBERSHIP

I (full name in block letters), _____
a member of the Motor Industry Staff Association
Membership No. _____ employed by (employer's name and
address) _____
and residing at (applicant's private address) _____
my date of birth being _____ (month) _____ (year),
and occupation _____

hereby apply to be registered as a member of the Misa Sick and Accident Pay Fund. I agree to abide by the provisions of the Fund's Rules.

Answer "Yes" or "No" to the following questions, and if the answer is "Yes", then give full details:—

(1) Do you suffer, or have you at any time suffered from any deformity, infirmity, maiming, physical defects, chronic disease, or from any illness? _____

(2) Have you at any time previously contributed to this Fund in this or any other Region? _____

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 and I am free from disease or infirmity of a chronic nature except as specified above.

Dated this _____ day of _____ 19____
(Signed) _____

FOR OFFICE USE ONLY

Date received _____ Date registered _____
Registration No. _____

No. R. 627

18 April 1969

SHOPS AND OFFICES ACT, 1964, AND FACTORIES,
MACHINERY AND BUILDING WORK ACT, 1941

MOTOR INDUSTRY.—EXEMPTION FROM
SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 14 (1) of the Shops and Offices Act, 1964, grant exemption from the provisions of section 7 of the said Act; and

(b) in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, grant exemption from the provisions of section 21A of the said Act,

to all employers who are subject to the provisions of the Agreement published under Government Notice R. 626 of 18 April 1969, from 1 May 1969 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, in respect of employees who are entitled to benefits in terms of the said Agreement.

M. VILJOEN,
Minister of Labour.

KLOUSULE 18.—VERJARING

'n Streekraad het die bevoegdheid om te weier om die wyse te hersien waarop 'n eis deur die Fonds behandel is indien meer as twee jaar verloop het sedert die datum waarop die betrokke eis oorspronklik uitbetaal of geweier is.

Namens die Partye op hede die 3de dag van Desember 1968 in Johannesburg onderteken.

F. J. HACKNEY, *Voorsitter van die Raad.*

Namens die Partye op hede die 2de dag van Desember 1968 in Kaapstad onderteken.

F. C. PINNOCK, *Ondervoorsitter van die Raad.*

Namens die Partye op hede die 1ste dag van Desember 1968 in Johannesburg onderteken.

H. G. RINGROSE, *Sekretaris van die Raad.*

AANHANGSEL "A" VAN DIE MISA-SIEKTE- EN ONGEVAL-
LEBYSTANDFONDSOORENKOMS

AANSOEK OM LIDMAATSKAP

Ek (volle naam in blokletters) _____

'n lid van die Motor Industry Staff

Association _____
Lidmaatskapnommer _____ in diens by (werkgever se
naam en adres) _____

woonagtig te (applikant se private adres) _____

gebore _____ (maand) _____ (jaar),

en met die beroep van _____

doen hierby aansoek om as lid van die Misa-siekte- en ongevalle-
bystandfonds geregistreer te word. Ek onderneem om my aan die
bepalings van die reëls van die Fonds neer te lê.

Antwoord "Ja" of "Nee" op die volgende vrae, en as die antwoord
"Ja" is, verstrek dan volle besonderhede:—

(1) Ly u of het u te eniger tyd gely aan enige wanskapenheid, swa-
heid, verminking, liggaamlike tekortkomings, chroniese siekte,
of aan enige siekte hoegenaamd? _____

(2) Het u te eniger tyd voorheen tot hierdie Fonds in hierdie of
enige ander streek bygedra? _____

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, en dat ek aan geen siekte of swaheid van chroniese aard ly nie,
behalwe soos hierbo gespesifiseer.

Gedateer op hede die _____ dag van _____ 19____
(Geteken) _____

SLEGS VIR KANTOORGEBRUIK

Datum ontvang _____ Datum geregistreer _____
Registrasienommer _____

No. R. 627

18 April 1969

WET OP WINKELS EN KANTORE, 1964, EN WET
OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MOTORNYWERHEID.—VRYSTELLING VAN
SIEKTEVERLOFBEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, verleen
hierby—

(a) kragtens artikel 14 (1) van die Wet op Winkels
en Kantore, 1964, vrystelling van die bepalings van
artikel 7 van genoemde Wet; en

(b) kragtens artikel 54 (1) van die Wet op Fabriek-
Masjinerie en Bouwerk, 1941, soos gewysig, vrystelling
van die bepalings van artikel 21A van genoemde
Wet,

aan alle werkgewers wat onderworpe is aan die bepalings
van die ooreenkoms gepubliseer by Goewermentskennis-
gewing R. 626 van 18 April 1969, vanaf 1 Mei 1969 en
vir sodanige tydperk of tydperke as wat genoemde Ooreen-
koms kragtens die Wet op Nywerheidsversoenig, 1956,
bindend mag wees, vir sover dit werknemers betref wat
ingevolge genoemde Ooreenkoms op voordele geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R. 628

18 April 1969

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY.—MISA MEDICAL AID FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (1) (a) 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 1 May 1969, and for the period ending 30 April 1974, 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,
Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MISA MEDICAL AID FUND AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and 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 Staff Association,

The Motor Industry Employees' Union of South Africa,
and

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

being the 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 48 of the Act, and shall remain in force for five years from that date or for such period as may be determined by the Minister.

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 clerical employees in the Motor Industry who are members of the trade unions.

CLAUSE 3.—DEFINITIONS

"Act" means the Industrial Conciliation Act, 1956.

"Clerical employee" means an employee who is validly in possession of a membership card issued by the Motor Industry Staff Association.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Industrial Conciliation Act, 1956.

"Dependant" means any person registered as such with the Misa Medical Aid Fund in accordance with clause 6 of this Agreement.

"Member" means, subject to their contributing to the Misa Medical Aid Fund, any clerical employee registered as a member with the Fund in terms of clause 5A (2) of this Agreement, and any person admitted to membership in terms of clause 5B hereof.

"Motor Industry" means the Motor Industry as defined in clause 3 of Government Notice R. 783 of 30 May 1967, 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.

No. R. 628

18 April 1969

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID.—MISA-MEDIESE HULPFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf 1 Mei 1969 en vir die tydperk wat op 30 April 1974 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,
Minister van Arbeid.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTORNYWERHEID

MISA-MEDIESE HULPFONDSOOREENKOMS

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

The South African Motor Industry Employers' Association,
en

The South African Vehicle Builders' and Repairers' Association (hieronder die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en

The Motor Industry Staff Association,

The Motor Industry Employees' Union of South Africa
en

The Motor Industry Combined Workers' Union

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

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

KLOUSULE 1.—GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vastel en bly van krag vir vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister mag bepaal.

KLOUSULE 2.—TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms moet in die streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur alle klerklike werknemers in die Motornywerheid wat lede van die vakverenigings is.

KLOUSULE 3.—WOORDOMSKRYWING

"Wet" beteken die Wet op Nywerheidsversoening, 1956.

"Klerklike werknemer" beteken 'n werknemer wat in besit is van 'n geldige lidmaatskapkaart deur die Motor Industry Staff Association uitgereik.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid, geregistreer ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956.

"Afhanklike" beteken enigeen wat kragtens klousule 6 van hierdie Ooreenkoms as sodanig by die Misa-gesondheidsfonds geregistreer is.

"Lid" beteken, behoudens sy bydraes tot die Misa-gesondheidsfonds, enige klerklike werknemer wat kragtens klousule 5A (2) van hierdie Ooreenkoms by die Fonds as lid geregistreer is, en enigeen wat kragtens klousule 5B hiervan tot lidmaatskap toegelaat is.

"Motornywerheid" beteken die Motornywerheid soos omskryf in klousule 3 van Goewermentskenningsgewing R. 783 van 30 Mei 1967, en alle uitdrukkings wat in daardie omskrywing gebesig word en in genoemde Goewermentskenningsgewing omskryf word, het, vir die toepassing van hierdie Ooreenkoms, dieselfde betekenis.

"Non-contributory member" means a retired person admitted to voluntary membership by a Regional Council in terms of clause 5B (1) (b) 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, Keiskammahoek, King William's Town, Komgha, Lady Grey, Libode, Maclear, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, 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 NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

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

"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, Hermanus, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, 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 Misa Medical Aid Fund as prescribed in terms of clause 9 hereof.

"Voluntary member" means a person admitted to membership by a Regional Court in terms of clause 5B of this Agreement.

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

CLAUSE 4.—ESTABLISHMENT AND OBJECTS OF FUND

(1) There is hereby continued the fund established in terms of the Agreement published under Government Notice 1439 of 26 September 1958, and known as the "Misa Medical Aid Fund" (hereinafter referred to as "the Fund").

(2) The Fund shall consist of contributions as prescribed in this Agreement and interest on investments.

(3) The objects of the Fund shall be, in accordance with the Rules of the Fund as determined from time to time—

(a) to assist members in any manner whatsoever in relation to medical or surgical attention designed to promote or preserve the good health of them or their dependants;

(b) 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;

(c) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members and their dependants;

(d) to contract with any chemist, druggist or any other person for the supply of medicine, drugs and medical comforts;

(e) to assist the dependants of deceased members by means of pecuniary grants or otherwise;

(f) 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; and

(g) to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and dependants.

"Nie-bydraende lid" beteken 'n afgetrede persoon wat kragtens klousule 5B (1) (b) van hierdie Ooreenkoms deur 'n streekraad tot vrywillige lidmaatskap toegelaat is.

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

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

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

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

"Streek OFS" beteken die provinsie Oranje-Vrystaat.

"Streek TVL" beteken die provinsie Transvaal.

"Streek WP" beteken die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Kaa), Hopefield, Hermanus, 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 kragtens sy konstitusie vir enige streek wat hierin omskryf word, aangestel is.

"Reëls" beteken die geldige reëls vir die Misa-gesondheidsfondsooreenkoms soos kragtens klousule 9 hiervan voorgeskryf.

"Vrywillige lid" beteken 'n persoon wat kragtens klousule 5B van hierdie Ooreenkoms deur 'n streekraad tot lidmaatskap toegelaat is.

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

KLOUSULE 4.—INSTELLING EN OOGMERKE VAN DIE FONDS

(1) Hierby word die Fonds voortgesit wat ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 1439 van 26 September 1958, gestig is en wat bekend staan as die "Misa-gesondheidsfonds" (hieronder die "Fonds" genoem).

(2) Die Fonds bestaan uit bydraes bygedra soos in hierdie Ooreenkoms voorgeskryf, en rente op beleggers.

(3) Die doelstellings van die Fonds is, ooreenkomstig die reëls van die Fonds, soos van tyd tot tyd bepaal—

(a) om lede op watter wyse ook al te help met betrekking tot geneeskundige en snykundige behandeling wat bedoel is om die goeie gesondheid van hulle of van hul afhanklikes te bevorder of te bewaar;

(b) om by te dra tot die fondse van enige hospitaal, verpleeginrigting, herstellingsoord of liefdadigheidsinrigting kragtens die bepalinge en voorwaardes wat van tyd tot tyd vasgestel mag word;

(c) om met enige hospitaal, verpleeginrigting, herstellingsoord of liefdadigheidsinrigting te kontrakteer vir die versorging van siek of herstellende lede en hul afhanklikes;

(d) om 'n ooreenkoms aan te gaan met enige apteker, drogis of enige ander persoon vir die verskaffing van medisyne, droërye en mediese geriewe;

(e) om hulp aan die afhanklikes van afgestorwe lede deur middel van geldelike toesegginge of andersins te verleen;

(f) om alles te doen wat nodig is, wat gepaard gaan met of wat bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van voornoemde oogmerke; en

(g) om maatreëls te tref vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid onder lede en afhanklikes.

CLAUSE 5A.—COMPULSORY MEMBERSHIP

(1) Subject to the provisions of paragraph (c) of subclause (1) of clause 5C of this Agreement, membership of the Fund shall be compulsory for all clerical employees employed in the Motor Industry in the Regions defined herein; provided that no clerical employee whose husband is a member either of this Fund in terms of this subclause, or of the Motor Industry National Health Fund established in terms of Government Notice 1764 of 21 September 1956, shall contribute to the Fund.

(Note.—For the meaning of "clerical employee", please refer to "definitions" in clause 3 hereof.)

(2) Subject to subclause (1) hereof, every clerical employee 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—

(a) this Agreement comes into operation if employed in the Motor Industry at such date;

(b) he enters or re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the Regional Council concerned may require; provided that the provisions of paragraph (a) of this subclause shall not apply in respect of clerical employees who are at the date of coming into operation of this Agreement already registered members of the Fund.

CLAUSE 5B.—VOLUNTARY MEMBERSHIP

(1) Regional Councils may at their discretion—

(a) admit to contributory membership of the Fund any persons who are employed by the Motor Industry Staff Association or by the Council, and the provisions of this Agreement shall *mutatis mutandis* apply to any persons so admitted and their employers;

(b) admit to non-contributory membership any retired person who has been a contributing member to the Fund for at least 10 years.

(2) The provisions of this Agreement shall *mutatis mutandis* apply to any person admitted to voluntary membership in terms of subclause (1) of this clause.

CLAUSE 5C.—TERMINATION OF MEMBERSHIP

(1) 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 Regional Council concerned, be permitted to retain his membership under such conditions as the Regional Council may determine;

(b) in the case of a member who is an employee of the Motor Industry Staff Association or of the Council, by his resignation from membership of the Fund of which he shall give 14 days' notice in writing to the Regional Council concerned, or by a similar period of notice of termination of membership given to him by such Regional Council for any reason which it considers justifies such action;

(c) in the case of a member whose husband becomes a contributor either to this Fund or to the Motor Industry National Health Fund, three months after the commencement of her husband's membership of this Fund or of the Motor Industry National Health Fund, as the case may be.

(2) 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 Regional Council concerned.

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 Regional Council concerned may require.

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

(a) A member's wife;

(b) a member's children under the age of 18 years (including legally adopted children), who are wholly dependent on the member, and who reside in the Republic of South Africa; and

(c) a member's children of 18 years or over who are wholly dependant on the member, who reside in the Republic of South Africa and who are in full-time attendance at a recognised school or university in the Republic of South Africa.

KLOUSULE 5A.—VERPLIGTE LIDMAATSKAP

(1) Behoudens die bepalinge van paragraaf (c) van subklousule (1) van klousule 5C van hierdie Ooreenkoms, is lidmaatskap van die Fonds verpligtend vir alle klerklike werknemers in diens van die Motornywerheid in die streke hierin omskryf; met dien verstande dat geen klerklike werknemer wie se eggenoot lid is of van hierdie Fonds, kragtens hierdie subklousule, of die Motornywerheid se Nasionale Gesondheidsfonds ingestel kragtens Goewermmentskennisgewing 1764 van 21 September 1956, tot die Fonds moet bydra nie.

(Opmerking.—Vir die betekenis van "klerklike werknemer" raadpleeg asseblief die omskrywing daarvan in die woordomskrywings in klousule 3 hiervan.)

(2) Behoudens subklousule (1) hiervan, moet elke klerklike werknemer die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word en moet hy sodanige ingevulde vorm indien by die sekretaris van die streekraad vir die streek waar hy in diens is, en wel binne een maand na die datum waarop—

(a) hierdie Ooreenkoms in werking tree, indien hy op sodanige datum in die Motornywerheid in diens is;

(b) hy tot die Motornywerheid toetree of hertoetree of daarin in diens geneem word,

en moet hy dié bykomende inligting of dokumentêre bewyse verstrek wat die betrokke streekraad mag vereis; met dien verstande dat die bepalinge van paragraaf (a) van hierdie subklousule nie van toepassing sal wees ten opsigte van klerklike werknemers wat op die datum waarop hierdie ooreenkoms in werking tree reeds geregistreerde lede van die Fonds is nie.

KLOUSULE 5B.—VRYWILLIGE LIDMAATSKAP

(1) Streekraade kan na hul goedvinde—

(a) persone wat by die Motor Industry Staff Association of die Raad in diens is, toelaat om bydraende lede van die Fonds te word, en die bepalinge van hierdie Ooreenkoms is *mutatis mutandis* op alle persone wat aldus toegelaat word en op hul werkgewers van toepassing;

(b) 'n afgetrede persoon wat minstens 10 jaar lank 'n bydraende lid van die Fonds was, toelaat om 'n nie-bydraende lid te word.

(2) Die bepalinge van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op alle persone wat kragtens subklousule (1) van hierdie klousule tot vrywillige lidmaatskap toegelaat word.

KLOUSULE 5C.—BEEÏNDIGING VAN LIDMAATSKAP

(1) Lidmaatskap van die Fonds eindig—

(a) sodra 'n lid ophou om in die Motornywerheid in diens te wees; met dien verstande dat enige lid wat tydelik werkloos raak, na die goeddunke van die betrokke streekraad, toegelaat mag word om lid te bly onder sodanige voorwaardes as wat die streekraad mag bepaal;

(b) in die geval van 'n lid wat 'n werknemer van die Motor Industry Staff Association of van die Raad is, deur sy bedanking as lid van die Fonds waarvan hy 14 dae skriftelike kennis aan die betrokke streekraad moet gee, of deur 'n ewe lang tydperk van kennisgewing van beëindiging van lidmaatskap wat aan hom gegee is deur sodanige streekraad om enige rede wat hy ag so 'n handeling te regverdig;

(c) in die geval van 'n lid wie se man 'n bydraer of van hierdie Fonds of van die Motornywerheid se Nasionale Gesondheidsfonds word, drie maande ná die aanvang van haar man se lidmaatskap van hierdie Fonds of van die Nasionale Gesondheidsfonds van die Motornywerheid, na gelang van die geval.

(2) Enige lid wie se lidmaatskap van die Fonds beëindig is, verbeur alle aansprake op die Fonds en as sy weer lid word, word hy as 'n heeltemal nuwe lid geag, tensy die betrokke streekraad anders besluit.

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 die registrasie van hul afhanklikes en moet hulle dié inligting en dokumentêre bewys verstrek wat die betrokke streekraad mag vereis.

(2) Behoudens subklousule (1) hiervan, word ondergenoemdes as afhanklikes geregistreer:—

(a) 'n Lid se vrou;

(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 en in die Republiek van Suid-Afrika woon; en

(c) 'n lid se kinders wat 18 jaar oud of ouer is en wat geheel en al van die lid afhanklik is, wat in die Republiek van Suid-Afrika woon en wat voltyds aan 'n erkende skool of universiteit in die Republiek van Suid-Afrika studeer.

(3) Any person other than those referred to in subclause (2) who is dependent on a member, may be registered as a dependant under such terms and conditions as the Regional Council concerned may in its discretion determine.

CLAUSE 7.—CONTRIBUTIONS

(1) Subject to subclause (1) of clause 5A every clerical employee shall contribute to the Fund for each week of his employment in the Motor Industry in respect of which he is entitled to receive wages for 23 or more hours.

(2) Clerical employees who register dependants with the Fund in terms of clause 6 shall contribute to the Fund at the rate of R1.19 per week.

(3) Clerical employees not referred to in subclause (2) of this clause shall contribute to the Fund at the rate of 94 cents per week.

(4) Subject to subclause (6) hereof, the contributions specified in subclauses (2) and (3) shall be deducted by the employer on the first pay-day after this Agreement comes into operation and on each pay-day thereafter.

(5) To each weekly contribution deducted in accordance with subclause (4) of this clause the employer shall add 36 cents and shall forward each month not later than the 10th day of the month following that to which the contributions refer, 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 required in the form prescribed for this purpose by the Regional Council in jurisdiction.

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.

(6) Notwithstanding anything to the contrary contained in this Agreement a Regional Council shall have the right to deduct from any benefit payable by the Fund to or in respect of any member, any contributions due to the Fund by and on behalf of such member, and for each weekly contribution so deducted the employer concerned shall, on receiving notification from the Regional Council, forthwith forward the amount of 36 cents to the Fund.

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 benefits in force from time to time as prescribed in such Rules.

CLAUSE 9.—ADMINISTRATION

(1) The Fund shall be administered by Regional Councils 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.

CLAUSE 10.—POWERS AND DUTIES OF REGIONAL COUNCILS

(1) Subject to the direction of the Council and to the terms of this Agreement, each Regional Council shall have full control of the affairs of the Fund in the Region for which it is appointed.

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

(3) A Regional Council 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 Regional Council to be heard;

(3) Enigeen, uitgesonderd diegene in subklousule (2) genoem, wat van 'n lid afhanklik is, kan as 'n afhanklike geregistreer word op dié voorwaardes wat die betrokke streekraad na sy goedvinde mag bepaal.

KLOUSULE 7.—BYDRAES

(1) Elke klerklike werknemer dra, behoudens subklousule (1) van klousule 5A, tot die Fonds by vir elke week diens in die Motornywerheid ten opsigte waarvan hy geregtig is om 'n loon vir 23 uur of langer te ontvang.

(2) Klerklike werknemers wat kragtens klousule 6 afhanklikes by die Fonds registreer, dra R1.19 per week tot die Fonds by.

(3) Ander klerklike werknemers as dié wat in subklousule (2) van hierdie klousule bedoel word, dra 94 sent per week tot die Fonds by.

(4) Behoudens subklousule (6) hiervan, moet die bydraes in subklousules (2) en (3) gespesifiseer, deur die werkgewer afgetrek word op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op iedere betaaldag daarna.

(5) By elke weeklikse bydrae afgetrek kragtens subklousule (4) van hierdie klousule, moet die werkgewer 36 sent voeg en elke maand voor of op die tiende dag van die maand wat volg op dié waarop die bydraes van betrekking het, die totale bedrag van sodanige bydraes aan die sekretaris van die streekraad waarin sy bedryfsinrigting geleë is, stuur saam met die besonderhede vereis op die vorm wat vir dié doel deur die streekraad wat regsbevoegdheid het, 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.

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms het 'n streekraad 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 aan die Fonds deur en namens sodanige lid betaalbaar is, en vir elke weeklikse bydrae aldus afgetrek, moet die betrokke werkgewer, wanneer hy 'n kennisgewing van die streekraad ontvang, onmiddellik die bedrag van 36c aan die Fonds stuur.

KLOUSULE 8.—VOORDELE

Behoudens die bepalings van die Fonds se reëls, 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 voordele van die Fonds wat van tyd tot tyd geldig is soos in hierdie Reëls voorgeskryf.

KLOUSULE 9.—ADMINISTRASIE

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

(a) Die Fonds se voordele en die vereistes daaraan verbonde;

(b) die prosedure om eise in te stel en uit te betaal.

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

(3) Afskrifte van die Fonds se geldige reëls en besonderhede van enige wysigings daarvan, moet by die Sekretaris van Arbeid ingedien word.

KLOUSULE 10.—BEVOEGDHEDE EN PLIGTE VAN STREEKRADE

(1) Behoudens lasgewing deur die Raad en die bepalings van hierdie Ooreenkoms, het elke streekraad volle beheer oor die sake van die Fonds in die streek waarvoor dit aangestel is.

(2) Elke lid van die Fonds moet deur die betrokke streekraad voorsien wees van 'n afskrif van die reëls in klousule 9 hiervan bedoel.

(3) 'n Streekraad mag—

(a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds op sodanige voorwaardes as wat hy mag bepaal;

(b) voordele weier aan of weerhou van enige lid en/of sy afhanklikes wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was of waarvan redelikerwys verwag kon word dat dit die belange van die Fonds of sy lede sou benadeel; met dien verstande dat sodanige lid, indien hy aldus versoek, die geleentheid gegun moet word om voor die streekraad te verskyn om aangehoor te word;

- (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 of 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 Regional Council shall cause—
 - (a) proper notice of its meetings to be given to the inspector defined by regulation under the Industrial Conciliation Act;
 - (b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector, 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 whom it shall appoint for the purpose, and who shall be a public accountant.
- (5) Notwithstanding anything to the contrary, a Regional Council shall have discretionary powers to grant additional assistance to members and/or 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, loans or otherwise on such conditions as it may lay down from time to time.

CLAUSE 10.—FINANCIAL CONTROL

(1) All moneys received by Regional Councils 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 Regional Council concerned;
- (b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Regional Council concerned;
- (c) in respect of benefits, be suspended whenever the total amount therein to the credit of the Fund 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 Regional Council's monthly requirements as determined by such Regional Council, shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section 20 of the Friendly Societies Act, 1956 (Act 25 of 1956); provided that where necessary, the Council may make grants from such moneys to be used for the purposes of the Fund.
- (4) Every Regional Council shall furnish 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 Regional Council in respect of the Region(s) it administers, shall submit to the Council by not later than 15 February each year, statements audited by the auditor appointed in terms of clause 9 (4) (c) and countersigned by its Chairman showing the income and expenditure of the Fund for the preceding 12 months ended 31 December and its assets and liabilities as at that 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 Secretary for Labour.

CLAUSE 11.—INDEMNITY

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

- (c) uitgawes goedkeur;
- (d) sy voorsitter en/of ondervoorsitter en sy sekretaris of ander amptsdraer volmag gee om gesamentlik namens die Fonds alle ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;
- (e) rekenings namens die Fonds open by banke of bougenootskappe en persone volmag gee om op sodanige rekenings te opereer;
- (f) kragtens die reëls plaaslike komitees aanstel om behulsaam te wees met die administrasie van die Fonds in 'n bepaalde streek.
- (4) Elke streekraad moet sorg dra dat—
 - (a) behoorlik kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet op Nywerheidsversoening omskryf;
 - (b) notule gehou word van verrigtings van alle vergaderings en dat afskrifte van dié notule aan genoemde inspekteur en aan die raad gestuur word;
 - (c) volledige en ware rekenings van die Fonds gehou word in die streek of streke wat hy administreer en sodanige rekenings deur 'n ouditeur geouditeer word wat hy vir die doel moet aanstel en wat 'n publieke ouditeur moet wees.
- (5) Ondanks andersluidende bepalings het 'n streekraad diskresionêre bevoegdheid om bykomende hulp aan lede en/of 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, lenings of andersins op sodanige voorwaardes as wat hy van tyd tot tyd mag bepaal.

KLOUSULE 10.—FINANSIËLE BEHEER

(1) Alle geld wat deur streekrade namens die Fonds ontvang word, moet namens die Fonds in 'n rekening(s) by 'n bank of bougenootskap binne drie dae ná ontvangs gedeponeer word en alle uitbetalings uit sodanige rekening(s) moet met betrekking tot elke streek—

- (a) deur die betrokke streekraad goedgekeur word;
- (b) gedoen word deur middel van 'n tjek of ander skriftelike stuk geteken deur twee persone wat behoorlik daartoe deur die betrokke streekraad gemagtig is;
- (c) ten opsigte van voordele, opgeskort word wanneer die totale bedrag daarin in die krediet van die Fonds, benede R200 daal en tot tyd en wyl dit bo R400 styg.
- (2) Alle koste aangegaan in verband met die administrasie van die Fonds in enige streek kom ten laste van die Fonds met betrekking tot daardie streek.
- (3) Geld wat meer is as enige streekraad se maandelikse vereistes soos deur sodanige streekraad vasgestel, moet maandeliks aan die Raad gestuur word vir belegging, namens die Fonds, ooreenkomstig artikel 20 van die Wet op Onderlinge Hulpvereniging, 1956 (Wet 25 van 1956); met dien verstande dat, waar dit nodig is, die Raad bedrae uit sodanige gelde kan toeken vir gebruik vir die oogmerke van die Fonds.

(4) Elke streekraad moet die Raad van maandverslae voorsien wat, onder andere, besonderhede bevat van die voordele en hulp deur die Fonds verskaf, asook van geld ontvang en uitbetaal vir die tydperk waarop die verslag betrekking het.

(5) (a) Elke streekraad moet ten opsigte van die streek of streke wat hy administreer, voor of op 15 Februarie elke jaar state voorlê wat geouditeer is deur die ouditeur aangestel kragtens klousule 9 (4) (c) en wat deur sy voorsitter mede-onderteken is, en sodanige state moet die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande geëindig 31 Desember en sy bates en laste op daardie datum toon. Hierdie state en die ouditeur se verslag daaroor moet by die kantore van die betrokke streekrade beskikbaar wees vir insae deur bydraers 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, afskrifte daarvan by die Sekretaris van Arbeid indien.

KLOUSULE 11.—VRYWARING

Die lede van enige streekraad en die ampsdraers 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 die bona fide uitvoering van hul pligte ly en aangaan.

CLAUSE 12.—DISPUTES

(1) Subject to the provisions of subclause (2) any disputes concerning the interpretation, meaning, or intention of any provisions of this Agreement or concerning the administration of the Fund shall be dealt with by a Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.

(2) (a) A member who is not satisfied with the decision of a Regional Council in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection 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 13.—EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement, and unless within a period of 12 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 34 (2) of the Act, during any period in which this Agreement is binding, the Regional Councils shall continue to administer the Fund and the members of such Regional Councils at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancies occurring on such Regional Councils 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 Regional Councils. In the event of any Regional Council 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 Regional Council and who shall possess all the powers of such Regional Councils for the purpose. If upon the expiration of this Agreement there is no Council in existence the Fund shall be liquidated in the manner set forth in clause 15 of this Agreement 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 34 (4) of the Act as if it formed part of the general funds of the Council.

CLAUSE 14.—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 15.—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 during the course of his investigations.

CLAUSE 16.—EXEMPTIONS

The Council or a Regional Council in respect of the Region it administers may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 17.—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 the official languages of the Republic of South Africa.

KLOUSULE 12.—GESKILLE

(1) Behoudens die bepalings van subklausule (2) moet alle geskille betreffende die uitlegging, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of betreffende die administrasie van die Fonds *mutatis mutandis* ooreenkomstig die prosedure in artikel 9 van die Raad se konstitusie, bepaal, deur 'n streekraad behandel word.

(2) (a) 'n Lid wat nie tevrede is nie met die beslissing van 'n streekraad ten opsigte van enige eise deur hom op die Fonds ingestel, mag na die Raad appelleer en die Raad se beslissing is in hierdie verband afdoende.

(b) Ingeval 'n lid na die Raad appelleer, moet die betrokke streekraad, wanneer hy aldus deur die sekretaris van die Raad versoek word, besonderhede van die lid se saak aan die Raad vir oorweging voorleë.

KLOUSULE 13.—VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms verstryk moet die Fonds gelikwedeer word tensy of 'n nuwe ooreenkoms waarkragtig die Fonds voortgesit word, binne 'n tydperk van 12 maande na sodanige verstryking aangegaan word of die Fonds deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n doel soortgelyk aan dié waarvoor die Fonds oorspronklik gestig is.

(2) Ingeval die Raad gedurende enige tydperk wat hierdie Ooreenkoms bindend is, ontbind word of ophou om ingevolge artikel 34 (2) van die Wet te funksioneer, moet die streekraad aanhou om die Fonds te administreer, en die lede van sodanige streekraad op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees; met dien verstande egter dat vakatures wat in sodanige streekraad mag ontstaan, deur die Nywerheidsregistrator uit die geledere van die werkgewers en die werknemers in die Motornywerheid gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers, en hul sekondusse, wat lede van sodanige streekraad is, ewe groot is. Ingeval 'n streekraad onwillig is om sy pligte uit te voer of nie daartoe in staat is nie of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, onmoontlik of onwenslik maak, mag hy 'n trustee of trustees aanstel wat die pligte van sodanige streekraad moet uitvoer en wat vir dié doel al die bevoegdhede van sodanige streekraad vir dié doel het. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwedeer word op die wyse uiteengesit in klausule 15 van hierdie Ooreenkoms en indien die sake van die Raad by sodanige verstryking reeds beredder is en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

KLOUSULE 14.—LIKWIDASIE

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

KLOUSULE 15.—AGENTE

Die Raad of die streekraad mag een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer 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 bepalings van hierdie Ooreenkoms nagekom word, en niemand mag teenoor sodanige agent 'n valse verklaring in verband met sy ondersoek aflê nie.

KLOUSULE 16.—VRYSTELLINGS

Die Raad of 'n streekraad mag ten opsigte van die streek wat hy administreer, vrystelling verleen van enigen van die bepalings van hierdie Ooreenkoms kragtens sodanige bedinge en vir sodanige tydperk as wat hy mag bepaal.

KLOUSULE 17.—VERTONING VAN OOREENKOMS

Elke werkgewer in die streke hierin omskryf, 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.

CLAUSE 18.—PRESCRIPTION

A Regional Council shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if more than two years has elapsed since the date the claim in question was originally paid or rejected.

Signed at Johannesburg on behalf of the parties this 3rd day of December 1968.

F. J. HACKNEY, *President of the Council.*

Signed at Cape Town on behalf of the parties this 2nd day of December 1968.

F. C. PINNOCK, *Vice-President of the Council.*

Signed at Johannesburg on behalf of the parties this 1st day of December 1968.

H. G. RINGROSE, *Secretary of the Council.*

ANNEXURE "A" TO MISA MEDICAL AID FUND AGREEMENT

APPLICATION FOR MEMBERSHIP AND REGISTRATION OF DEPENDANTS

I (full name in block letters) _____
a member of the Motor Industry Staff Association
Membership No. _____ employed by (employer's name and address) _____

and residing at (applicant's private address) _____
my date of birth being _____ (month) _____ (year),
and occupation _____

hereby apply to be registered as a member of the Misa Medical Aid Fund and for the registration of the undermentioned dependants. I agree to abide by the provisions of the Fund's Rules.

I am single/married/widowed/divorced. (Delete whichever does not apply.)

Answer "Yes" of "No" to the following questions, and if the answer is "Yes", then give full details:—

- (1) Do you or any of your dependants suffer, or have you and/or your dependants at any time suffered from any deformity, infirmity, maiming, physical defects, chronic disease, or from any illness whatsoever? _____
- (2) Have you at any time previously contributed to this Fund in this or any other Region? _____
- (3) (Applicable to married women only.) Is your husband a contributor to this Fund or to the Motor Industry National Health Fund? _____

PARTICULARS OF DEPENDANTS

Full name (block letters)	Exact date of birth	Chronic disabilities	Relationship (wife, son, daughter, etc.)

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 and that the abovementioned dependants reside with me, are free from disease or infirmity of a chronic nature except as specified above, and except in the case of my wife, are not in receipt of an income.

Dated this _____ day of _____ 19 _____

(Signed) _____

FOR OFFICE USE ONLY

Date received _____ Date registered _____
Registration No. _____

KLOUSULE 18.—VERJARING

'n Streekraad het die bevoegdheid om te weier om die wyse te hersien waarop 'n eis deur die Fonds behandel is indien meer as twee jaar verloop het sedert die datum waarop die betrokke eis oorspronklik uitbetaal of geweier is.

Namens die Partye op hede die 3de dag van Desember 1968 in Johannesburg onderteken.

F. J. HACKNEY, *Voorsitter van die Raad.*

Namens die Partye op hede die 2de dag van Desember 1968 in Kaapstad onderteken.

F. C. PINNOCK, *Ondervoorsitter van die Raad.*

Namens die Partye op hede die 1ste dag van Desember 1968 in Johannesburg onderteken.

H. G. RINGROSE, *Sekretaris van die Raad.*

AANHANGSEL "A" VAN MISA-GESONDHEIDS-FONDSOOREENKOMS

AANSOEK OM LIDMAATSKAP EN REGISTRASIE VAN AFHANKLIKES

Ek (volle naam in blokletters) _____ 'n lid van die Motor Industry Staff Association _____

Lidmaatskapnommer _____ in diens by (werkgewer se naam en adres) _____

woonagtig te (applikant se private adres) _____

gebore _____ (maand) _____ (jaar),

en met die beroep van _____

doen hierby aansoek om as lid van die Misa-gesondheidsfonds geregistreer te word en om registrasie van ondergenoemde afhanklikes.

Ek onderneem om my aan die bepalings van die reëls van die Fonds neer te lê.

Ek is ongegetroud/getroud/wewenaar/geskei. (Skrap wat nie van toepassing is nie).

Antwoord "Ja" of "Nee" op die volgende vrae, en as die antwoord "Ja" is, verstrek dan volle besonderhede:—

- (1) Ly u of enigeen van u afhanklikes of het u en/of u afhanklikes te eniger tyd gely aan enige wanskapenheid, swakheid, verminking, liggaamlike tekortkominge, chroniese siekte, of aan enige siekte hoegenaamd? _____
- (2) Het u te eniger tyd voorheen tot hierdie Fonds in hierdie of enige ander streek bygedra? _____
- (3) (Slegs van toepassing op getroude vroue.) Is u man 'n bydraer tot hierdie Fonds of tot die Nasionale Gesondheidsfonds van die Motornywerheid? _____

BESONDERHEDE VAN AFHANKLIKES

Volle Naam (blokletters)	Presiese datum van geboorte	Chroniese on- geskikthede	Verwantskap (vrou, seun, dogter, ens.)

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, en dat bogenoemde afhanklikes by my inwoon, aan geen siekte of swakheid van 'n chroniese aard ly nie, behalwe soos hierbo gespesifiseer, en, uitgesonderd in my vrou se geval, geen inkomste ontvang nie.

Gedateer op hede die _____ dag van _____ 19 _____

(Geteken) _____

SLEGS VIR KANTOORGEBRUIK

Datum ontvang _____ Datum geregistreer _____
Registrasienommer _____

No. R. 629 18 April 1969
INDUSTRIAL CONCILIATION ACT, 1956
AMENDMENT OF MISA PENSION FUND
AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Motor Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 August 1970 upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

M. VILJOEN,
 Minister of Labour.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE
MOTOR INDUSTRY

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, by and 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 Employers' Union of South Africa,
 The Motor Industry Staff Association
 and

The Motor Industry Combined 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 to amend the Agreement (Misa Pension Fund) published under Government Notice R. 1253 of 27 August 1965 as follows:—

(1) By the addition of the following proviso to clause 2 (2):—
 "Provided that the exclusion referred to in this subclause shall not apply if an employer's pension scheme is amended in a manner which, or substituted by another pension scheme which renders the employer's scheme less favourable to his clerical employees than the scheme which was in existence at the date of inception of the Misa Pension Fund."

(2) By the substitution of the following for clause 5 (4):—
 "A member of the Fund who joins the staff of an establishment in which a pension scheme is operating as is referred to in subclause (2) of clause 2, and who is required to contribute to such scheme, may elect to—

(a) receive a deferred pension based upon the number of contributions which has been paid to the Fund on his behalf; or

(b) resign from membership of the Fund; or

(c) continue to contribute to the Fund, in which case he shall be personally liable for the combined contributions of employer and employee as prescribed in clause 6.

If under the above circumstances, however, the employer chooses to contribute to the Fund on behalf of such member then all the provisions of this Agreement shall be binding on both such employer and member in respect of his membership."

Signed at Johannesburg on behalf of the parties this 3rd day of December 1968.

F. J. HACKNEY, *President of the Council.*

Signed at Cape Town on behalf of the parties this 2nd day of December 1968.

F. C. PINNOCK, *Vice-President of the Council.*

Signed at Johannesburg on behalf of the parties this 3rd day of December 1968.

H. G. RINGROSE, *Secretary of the Council.*

No. R. 629 18 April 1969
WET OP NYWERHEIDSVERSOENING, 1956
WYSIGING VAN MISA-PENSIOENFONDS-
OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1970 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

M. VILJOEN,
 Minister van Arbeid.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-
NYWERHEID

OOREENKOMS

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

The South African Motor Industry Employers' Association
 en

The South African Vehicle Builders' and Repairers' Association
 (hieronder die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en

The Motor Industry Employees' Union of South Africa,
 The Motor Industry Staff Association
 en

The Motor Industry Combined Workers' Union
 (hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid, om die Misa-pensioenfondsooreenkoms wat by Gowermentskennisgewing R. 1253 van 27 Augustus 1965 gepubliseer is, soos volg te wysig:—

(1) Deur die volgende voorbehoud by klousule 2 (2) te voeg:—

"Met dien verstande dat die uitsondering in hierdie subklousule genoem, nie van toepassing is nie indien 'n werkgewer se pensioenskema so gewysig of deur so 'n ander pensioenskema vervang word dat die werkgewer se skema minder gunstig vir sy klerklike werknemers is as die skema wat ten tyde van die stigting van die Misa-pensioenfonds bestaan het".

(2) Deur klousule 5 (4) deur die volgende te vervang:—

"n Lid van die Fonds wa by die personeel aansluit van 'n bedryfsinrigting waarin 'n pensioenskema soos in subklousule (2) van klousule 2 bedoel word, in werking is en wat tot so 'n skema moet bydra, mag kies om—

(a) 'n uitgestelde pensioen te ontvang wat gegrond is op die getal bydraes wat namens hom aan die Fonds betaal is; of

(b) as lid van die Fonds te bedank; of

(c) aan te hou om tot die Fonds by te dra, en dan is hy persoonlik aanspreeklik vir die gekombineerde bydraes van werkgewer en werknemer soos in klousule 6 voorgeskryf.

Indien die werkgewer egter in bogenoemde omstandighede verkies om namens sodanige lid tot die Fonds by te dra, is al die bepalings van hierdie Ooreenkoms bindend vir beide sodanige werkgewer en lid ten opsigte van sy lidmaatskap.

Namens die Partye op hede die 3de dag van Desember 1968 in Johannesburg onderteken.

F. J. HACKNEY, *Voorsitter van die Raad.*

Namens die Partye op hede die 2de dag van Desember 1968 in Kaapstad onderteken.

F. C. PINNOCK, *Onder-Voorsitter van die Raad.*

Namens die Partye op hede die 3de dag van Desember 1968 in Johannesburg onderteken.

H. G. RINGROSE, *Sekretaris van die Raad.*

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