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GOEWERMENTSKENNISGEWINGS**DEPARTEMENT VAN MANNEKRAG**

R.1710]

[21 Augustus 1981

WET OP NYWERHEIDSVERSOENING, 1956
WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP)
SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Was-, Skoonmaak- en Kleurnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid

GOVERNMENT NOTICES**DEPARTMENT OF MANPOWER**

R.1710]

[21 August 1981

INDUSTRIAL CONCILIATION ACT, 1956
LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE)
SICK BENEFIT FUND AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or

- in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA
Minister van Mannekrag

BYLAE

NYWERHEIDSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP)

SIEKTEBYSTANDSFONDSOOREENKOMS

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

Cape Town and District Laundry, Cleaners' and Dyers' Association (hierna die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

National Union of Laundering, Cleaning and Dyeing Workers (hierna die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Was-, Skoonmaak- en Kleurnywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werk-saam is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Bellville, Goodwood, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Kuilsrivier, Wellington en in die gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957, in die landdrosdistrik Bellville geval het.

(2) Nieteenstaande die bepalings van subklousule (1), is hierdie Ooreenkoms slegs van toepassing ten opsigte van dié werknemers vir wie lone in die Hofooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Mannekrag ingevolge artikel 48 (1) van die Wet bepaal word en bly van krag vir 'n tydperk van een jaar of vir die tydperk wat deur hom bepaal word.

3. WOORDOMSKRYWINGS

Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebring en in die Wet op Nywerheidsversoenning, 1956, of in die Hofooreenkoms, omskryf word, dieselfde betekenis as in dié Wet of dié Ooreenkoms, en tensy dit onbestaanbaar met die samehang is, beteken—

„Wet” die Wet op Nywerheidsversoenning, 1956;

„los werknemer” 'n werknemer wat hoogstens drie dae in 'n week by dieselfde werkgewer werk;

„Raad” die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap),

„Fonds” die Siektebystandsfonds van die Was-, Skoonmaak- en Kleurnywerheid (Kaap), waarna in klousule 4 (1) van hierdie Ooreenkoms verwys word;

- employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA
Minister of Manpower

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)

SICK BENEFIT FUND AGREEMENT

in terms of the Industrial Conciliation Act, 1956, made and entered into by and between the

Cape Town and District Laundry Cleaners' and Dyers' Association

(hereafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers (hereafter referred to as the “employees” or the “trade union”), of the other part,

being parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape)—

(a) by all employers who are members of the employer's organisation and by all employees who are members of the trade union and who are engaged or employed in the Industry;

(b) in the Magisterial Districts of The Cape, Wynberg, Bellville, Goodwood, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Kuils River, Wellington and in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall only apply in respect of those employees for whom wages are prescribed in the Main Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 (1) of the Act, and shall remain in force for a period of one year or for such period as may be determined by him.

3. DEFINITIONS

Unless the contrary intention appears, any expression used in this Agreement and which is defined in the Industrial Conciliation Act, 1956, or in the Main Agreement, shall have the same meaning as in that Act or Agreement, and unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“casual employee” means an employee who is employed by the same employer for not more than three days in any one week.

“Council” means the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape);

“Fund” means the Laundry, Cleaning and Dyeing Industry (Cape) Sick Benefit Fund, referred to in clause 4 (1) of this Agreement;

„Was-, Skoonmaak- en Kleurnywerheid” of „Nywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om alle soorte geweefde, gespinde, gebreide of gehekelde stowwe of artikels van sodanige stowwe gemaak, met inbegrip van gestoffeerde stofferings of artikels te was, skoon te maak of te kleur, en omvat dit alle werksaamhede wat daarby hoort of daaruit voortvloei indien dit uitgevoer word deur sodanige werkgewers en hul werknemers;

„Hoofdooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing R.566 van 27 Maart 1975 of enige daaropvolgende Ooreenkoms van die Raad waarin minimum lone voorgeskryf word;

„Bestuurskomitee” of „Komitee” die Bestuurskomitee wat aangestel is om die Fonds te administreer ingevolge klousule 4 van hierdie Ooreenkoms;

„lid” of „lid van die Fonds” ’n werknemer wat tot die Fonds bydra of bygedra het en wat nie uit hoofde van die bepalings van klousule 9 (2) van hierdie Ooreenkoms belet word om bystand uit die Fonds te ontvang nie;

„loon” die besoldiging betaalbaar aan ’n werknemer ten opsigte van sy gewone werkure voorgeskryf by klousule 4 (1) (a) van die Hoofdooreenkoms of sodanige hoër bedrag as wat ’n werkgewer gereeld aan ’n werknemer betaal ten opsigte van sy gewone werkure, maar dit sluit nie enige besoldiging in wat ’n werknemer wat in diens is op ’n grondslag waarvoor in klousule 10 van die Hoofdooreenkoms voorsiening gemaak word, ontvang bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op so ’n grondslag in diens was nie.

4. ADMINISTRASIE

(1) Hierby word die Fonds voortgesit wat ingestel is by Goewermentskennisgewing 966 van 6 Mei 1955 en bekend staan as die „Siektebystandsfonds van die Was-, Skoonmaak- en Kleurnywerheid (Kaap)”.

(2) Die Fonds word ooreenkomstig en ingevolge die bepalings van hierdie Ooreenkoms geadmistreer deur ’n Bestuurskomitee, hierna die „Komitee” genoem, deur die Raad aangestel op ’n behoorlik gekonstitueerde vergadering van die Raad, en bestaande uit twee van die werkgewersverteenwoordigers en twee van die werknemersverteenwoordigers in die Raad, met die Voorsitter en die Ondervoorsitter van die Raad as lede ampshalwe.

(3) Vir elke aangestelde verteenwoordiger word daar op die wyse wat in artikel 5 (4) van die Raad se konstitusie voorgeskryf word, iemand aangestel wat hom kan vervang. Die Komitee stel ook ’n sekretaris aan wat besoldiging ontvang en wat ook as Sekretaris van die Fonds optree.

(4) Die Fonds bestaan uit—

- (a) bydraes ooreenkomstig klousule 7 van hierdie Ooreenkoms;
- (b) rente verkry uit die belegging van enige gelde van die Fonds; en
- (c) enige ander gelde waarop die Fonds geregtig word.

5. DOELSTELLINGS

Die doel van die Fonds is om lede van die Fonds te voorsien van sodanige voordele in die vorm van bystandsbetalings as wat in hierdie Ooreenkoms bepaal word.

6. LIDMAATSKAP VAN DIE FONDS

Elke werknemer in diens van die Nywerheid vir wie lone in die Hoofdooreenkoms voorgeskryf word, is lid van die Fonds: Met dien verstande dat los werknemers en werknemers wat ’n loon van minstens R3 500 per jaar ontvang, nie vir lidmaatskap in aanmerking kom nie.

7. BYDRAES

(1) Vir die doel van die Fonds moet elke werkgewer op elke betaal-dag, van die loon van elkeen van sy werknemers wat deur hierdie Ooreenkoms gedek word en wat gedurende enige week gewerk het, ongeag hoe lank hy aldus gewerk het, die volgende bydraes aftrek:

Ten opsigte van ’n werknemer wat ’n weekloon verdien van—

- (a) minder as R19,50—15c per week;
- (b) minstens R19,50—20c per week.

(2) Aftrekkings moet gemaak word van betalings wat ’n werknemer ontvang vir tydperke van betaalde verlof van afwesigheid en betaalde vakansies asof die betrokke werknemer normaalweg by sy werk aanwesig was.

(3) By elke bedrag aldus afgetrek, moet die werkgewer ’n gelyke bedrag voeg en die totale bedrag elke maand voor of op die sewende dag van die maand aan die Sekretaris van die Fonds stuur by die adres waarop die Bestuurskomitee van die Fonds van tyd tot tyd mag besluit.

(4) Die totale bedrag wat die werkgewer maandeliks aanstuur as verteenwoordigend van sy bydraes en die aftrekkings van die lone van bydraers in sy diens, moet vergesel gaan van ’n spesiale vorm wat kosteloos deur die Fonds uitgereik word, met vermelding daarin van—

„Laundry Cleaning and Dyeing Industry” or „Industry” means the industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics, or articles made from such fabrics, including upholstery or upholstered articles, and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

„Main Agreement” means the Agreement published under Government Notice R.566 of 27 March 1975 or any subsequent Agreement of the Council in which minimum wages are prescribed;

„Management Committee” or „Committee” means the Management Committee appointed to administer the Fund in terms of clause 4 of this Agreement;

„member” or „member of the Fund” means an employee who contributes or has contributed to the Fund and is not precluded from receiving benefits from the Fund by virtue of the provisions of clause 9 (2) of this Agreement;

„wage” means the remuneration payable to an employee in respect of his ordinary hours of work prescribed in clause 4 (1) (a) of the Main Agreement or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes on any remuneration which an employee who is employed on any basis provided for in clause 10 of the Main Agreement receives over and above the amount which he would have received if he had not been employed on such a basis.

4. ADMINISTRATION

(1) The Fund established in terms of the Agreement published under Government Notice 966 of 6 May 1955, known as the „Laundry, Cleaning and Dyeing Industry (Cape) Sick Benefit Fund”, is hereby continued.

(2) The Fund shall be administered according to and in terms of this Agreement by a Management Committee, hereinafter referred to as the „Committee”, appointed by the Council at a duly constituted meeting of the Council, and consisting of two each of the employers’ and employees’ representatives on the Council with the Chairman and Vice-Chairman of the Council as *ex officio* members of the Committee.

(3) For every representative appointed an alternate shall be appointed in the manner provided for in section 5 (4) of the Constitution of the Council. A paid secretary, who shall be the Secretary of the Fund, shall also be appointed by the Committee.

(4) The Fund shall consist of—

- (a) contributions in terms of clause 7 of this Agreement;
- (b) interest derived from the investment of any moneys of the Fund; and
- (c) any other moneys to which the Fund may become entitled.

5. OBJECTS

The object of the Fund shall be to provide members of the Fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP OF THE FUND

Every employee who is employed in the Industry and for whom wages are prescribed in the Main Agreement shall be a member of the Fund: Provided that casual employees and employees in receipt of a wage of not less than R3 500 per annum shall not be eligible for membership.

7. CONTRIBUTIONS

(1) For the purpose of the Fund each employer shall on each pay day deduct the following contributions from the wages of each employee covered by this Agreement, who has worked during any week, irrespective of the time so worked:

In respect of an employee earning a weekly wage of—

- (a) Less than R19,50—15c per week;
- (b) not less than R19,50—20c per week.

(2) Deductions shall be made from payments received by an employee for periods of paid leave of absence and paid holidays as though the employee concerned were present at work in the normal way.

(3) To the amount so deducted in each case the employer shall add a like amount, and forward every month, but not later than the seventh day of each month, the total sum to the Secretary of the Fund at such address as the Management Committee of the Fund may decide on from time to time.

(4) The total sum forwarded monthly by the employer representing his payments and the deductions from the wages of contributors in his employ, shall be accompanied by a special form provided free by the Fund reflecting—

- (a) die volle naam van die werkgever en sy adres;
- (b) die aantal bydraers ten opsigte van wie aftrekkings elke week geskied;
- (c) die volle naam en personeelsnommer van elke bydraer wat elke maand in diens geneem of afgedank word;
- (d) die volle bedrag wat die werkgever ten opsigte van elke week van die vorige maand van die loon van elke bydraer in sy diens afgetrek het, en die bedrag wat die werkgever self volgens voorskrif van subklousules (1) en (3) van hierdie klousule bygedra het;
- (e) die volle naam, personeelsnommer en die datum van indiensneming van elke bydraer ten opsigte van die maande Januarie en Julie van elke jaar.

8. BYSTANDSBETALINGS

Aansoeke om bystandsbetaling geskied volgens onderstaande vorm en prosedure.

- (1) Elkeen wat aansoek doen om mediese bystandsbetaling, moes reeds vir 'n tydperk van minstens 13 weke tot die Fonds bygedra het.
- (2) (a) Elkeen wat aansoek doen om gesigkundige en/of tandheelkundige bystandsbetaling ingevolge klousule 9 (6), moes reeds vir 'n tydperk van minstens 52 weke tot die Fonds bygedra het.
- (b) Na die eerste aansoek om die gesigkundige en/of tandheelkundige bystandsbetaling voorgeskryf by klousule 9 (6), is geen verdere aansoek om sodanige bystandsbetalings vir 'n minimum tydperk van drie jaar toelaatbaar nie.
- (3) By ontvangs van die 13de bydrae tot die Fonds ten opsigte van elke bydraer, reik die Sekretaris van die Fonds 'n registrasievorm uit waarop die bydraer by 'n geneesheer moet registreer, en ken aan sodanige bydraer 'n Fondsnommer toe. Ook stuur hy aan die bydraer se werkgever 'n lidmaatskapkaart wat die werkgever dan aan die betrokke bydraer moet oorhandig.
- (4) Die bydraer is by vertoning van sy lidmaatskapkaart, na 'n ononderbroke siektetydperk van meer as twee dae, geregtig op die gratis dienste van 'n geneesheer.
- (5) Behoudens die bepalings van klousule 9 is elke bydraer geregtig op die siektetydperk wat in klousule 9 (5) voorgeskryf word: Met dien verstande dat sodanige bystandsbetalings nie mag geskied voordat die bydraer aan die Sekretaris van die Fonds 'n sertifikaat van die geneesheer verstrek het nie waarin die aard van sy siekte, die behandeling wat hy ontvang en die tydperk wat hy volgens skatting van sy werk afwesig sal wees, vermeld word.
- (6) Uitbetaling geskied elke dag van die week, gedurende die gewone kantoorure, ten kantore van die Sekretaris van die werkgever.
- (7) (a) Wanneer iemand wat siektetydperk ontvang, weer kan begin werk voor afloop van die maksimum tydperk van bystandsbetalings ingevolge klousule 9 (5), moet hy die Sekretaris daarvan in kennis stel, en die Sekretaris moet dié persoon se naam dadelik skrap van die lys van persone wat aanspraak op bystandsbetalings het. As daar meer geld aan iemand betaal is as wat geregtig is deur die werklike tydperk van die werknemer se onvermoë om te werk as gevolg van siekte, is die Komitee geregtig om die bedrag wat te veel betaal is, op hom te verhaal.
- (b) Elke aansoeker moet sodanige inligting verstrek as wat die Komitee van die Sekretaris vereis om bewys van sy siekte te lewer.
- (c) Die Komitee het die reg om te vereis dat 'n aansoeker hom te eniger tyd waarin siektetydperk ontvang ingevolge subklousule (5) van hierdie klousule aan hom geskied, moet laat ondersoek deur die geneesheer wat 'n verslag oor hom moet indien; en indien so 'n aansoeker weier of versuim om sodanige mediese ondersoek te ondergaan, kan verdere siektetydperk bystandsbetalings hom ontsê word.

9. BEPERKING VAN BYSTANDSBETALINGS

- (1) Lede ontvang geen bystandsbetalings uit die Fonds nie, indien hulle ten opsigte van dieselfde siekte ingevolge die Ongevallewet, 1941, soos gewysig, of die Motorvoertuigassuransiewet, 1942, soos gewysig, bystandsbetalings ontvang het of geregtig is om dit te ontvang.
- (2) 'n Lid wat uit sy diens in die Nywerheid tree ten einde buitekant die Nywerheid in diens te gaan of wat vir 'n tydperk van ses agtereenvolgende maande of langer van sy werk afwesig is as gevolg van siekte en/of ander redes, hou op om lid van die Fonds te wees en verbeur alle aanspraak op die Fonds: Met dien verstande dat, indien sodanige persoon weer in die Nywerheid in diens tree, hy vir alle doeleindes as 'n nuwe lid van die Fonds beskou word.
- (3) 'n Lid wie se siekte of aandoening aan wangedrag, misbruik van drank of verslaaftheid aan verdowingsmiddels te wyte is, is op grond van sodanige siekte nie op enige bystandsbetalings geregtig nie.
- (4) Die maksimum koste van gratis medisyne waarop 'n lid geregtig is, mag nie R40 in 'n kalenderjaar te bowe gaan nie.
- (5) Die maksimum tydperk waarvoor siektetydperk betaalbaar is, is hoogstens ses weke in 'n kalenderjaar teen die volgende tariewe:
 - (a) Ten opsigte van werknemers wat minder as R19,50 per week verdien, R1,75 siektetydperk per dag;

- (a) the full name of the employer and his address;
- (b) the number of contributors in respect of whom deductions are made every week;
- (c) the full names and staff numbers of all contributors engaged or discharged every month;
- (d) in respect of each week of the preceding month, the total amount deducted by the employer from the wages of each contributor in his employ and the amount contributed by the employer himself, as provided for in subclause (1) and subclause (3) of this clause;
- (e) the full name, staff numbers and the date of engagement of all contributors in respect of the months of January and July of each year.

8. BENEFITS

Application for benefits shall be made in the following form and manner:

- (1) Each applicant for medical benefits shall have contributed to the Fund for a period of not less than 13 weeks.
- (2) (a) Each applicant for optical and/or dental benefits in terms of clause 9 (6) shall have contributed to the Fund for a period of not less than 52 weeks.
- (b) Subsequent to the first application for the optical and/or dental benefits provided for in clause 9 (6), no further application for such benefits shall be permissible for a minimum period of 3 years.
- (3) Upon receipt of the 13th payment to the Fund in respect of each contributor, the Secretary of the Fund shall supply a registration form on which the contributor registers with a medical practitioner and shall allocate a Fund number to such contributor together with a membership card which shall be forwarded to his employer. The employer shall thereafter hand such membership card to the contributor concerned.
- (4) Upon production of the membership card after a continuous period of illness of more than two days, the contributor shall be entitled to free medical services rendered by the medical practitioner.
- (5) Subject to the provisions of clause 9 each contributor shall be entitled to sick benefits as prescribed in clause 9 (5): Provided that no such benefits shall be paid until the contributor has furnished the Secretary of the Fund with a certificate by the medical practitioner stating the nature of his illness, the treatment he is receiving and the period during which it is estimated he will be precluded from following his employment.
- (6) Payments will be made at the Secretary's or employer's office on any day of the week during usual office hours.
- (7) (a) Any person in receipt of sick benefits who is able to resume employment before the expiry of the maximum period during which benefit is payable in terms of clause 9 (5) shall notify the Secretary who shall forthwith remove the name of such person from the list of those entitled to benefits. The committee shall have the right to recover from any person any amount paid in excess of that warranted by the actual period of incapacity to work owing to sickness.
- (b) Each applicant shall submit such information as the Committee or Secretary may require to prove his sickness.
- (c) The Committee shall have the right to require any applicant to be examined and reported upon by the medical practitioner at any time during which such applicant is in receipt of sick pay benefits provided for in subclause (5) of this clause, and failure or refusal on the part of any such applicant to submit to such medical examination shall render such applicant liable to be deprived of any further sick pay benefits.

9. LIMITATION OF BENEFITS

- (1) Members shall not receive from the Fund any benefits if they have in respect of the same illness received or are entitled to receive benefits in terms of the Workmen's Compensation Act, 1941, as amended, or the Motor Vehicle Insurance Act, 1942, as amended.
- (2) A member who leaves his employ in the Industry for the purpose of taking employment outside the Industry or who has been off work for a period of six consecutive months or more because of sickness and/or other reasons, shall cease to be a member and shall forfeit all claims upon the Fund: Provided that on resuming work in the Industry, such person shall be regarded as a new member of the Fund for all purposes.
- (3) A member whose illness or affliction is attributable to misconduct, excessive indulgence in intoxicating liquor or an addiction to drugs shall not be entitled to any benefits by reason of such illness.
- (4) The maximum cost of free medicines to which a member shall be entitled shall not exceed R40 in any calendar year.
- (5) The maximum period for which sick pay shall be payable shall not exceed six weeks in any calendar year at the following rates:
 - (a) In respect of employees earning less than R19,50 per week, R1,75 sick pay per day;

- (b) ten opsigte van werknemers wat R19,50 en meer per week verdien, R2,00 siektebetaling per dag:

Met dien verstande dat geen bystandsbetalings gedoen word indien die werknemer twee dae of minder afwesig is nie, maar dat, as sodanige afwesigheid langer as twee agtereenvolgende dae duur, bystandsbetaling vir die volle tydperk van sodanige afwesigheid gedoen word.

(6) Verloskundige dienste, chirurgiese dienste, hospitalisasie, tandheelkundige dienste en gesigkundige dienste maak nie deel uit van die voordele wat hierdie Fonds bied nie: Met dien verstande dat lede, behoudens die bepalings van hierdie klousule, geregtig is op 'n maksimum jaarlikse terugbetaling van—

- (a) R20 vir die herstel van kunsgebit en die trek van tande; en

- (b) R20 vir die toets van oë en die herstel van 'n bril:

Met dien verstande dat hierdie bystandsbetalings geëis mag word slegs nadat 'n lid vir 'n tydperk van 12 maande tot die Fonds bygedra het: Voorts met dien verstande dat die Fonds R20 moet bydra ter bestryding van die koste van 'n nuwe kunsgebit en 'n nuwe bril, indien dit na 12 maande van lidmaatskap van die Fonds verkry is.

(7) Die Komitee kan, benewens die bystandsbetalings waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, sodanige rondesombetalings maak as waarop hy besluit, ten einde buitengewone mediese of ander uitgawes in spesiale gevalle van siekte te bestry.

10. FINANSIËLE BEHEER

(1) Al die geld wat die Fonds ontvang, moet gestort word op 'n bankrekening wat op naam van die Fonds geopen word: Met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging kan verleen dat geld wat meer is as die behoeftes van die Fonds, belê word soos by artikel 21 (3) van die Wet voorgeskryf word.

(2) Alle uitbetalings deur die Fonds geskied by wyse van tjeks wat op die bankrekening getrek word. Uitbetalings uit kleinkas mag hoogstens R3 op 'n slag wees en onttrekkings vir kleinkas hoogstens R10.

(3) Tjeks of opdragingsvorme wat op die bank-, deposito- of beleggingsrekenings van die Fonds getrek word, moet ten behoeve van die Fonds onderteken word deur enige twee van die volgende persone: Die Voorsitter, Ondervoorsitter of Sekretaris van die Fonds.

(4) Die Komitee stel 'n ouditeur vir die Fonds aan, wat 'n geregiſtreerde geoktrooieerde rekenmeester moet wees en wie se besoldiging (wat die Komitee vasstel), uit die Fonds betaal moet word. Die rekenings van die Fonds word geouditeer ten opsigte van die tydperke wat op 30 Junie en 31 Desember elke jaar eindig, en die verslae van die ouditeur moet voor of op onderskeidelik 30 September en 31 Maart uitgebring word.

Kopieë van die rekeningstate tesame met die ouditeursverslae moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Direkteur-generaal van Mannekrag gestuur word en kopieë daarvan moet ook by die kantore van die Fonds ter insae lê.

(5) Uitbetalings uit die Fonds word gestaak wanneer die kreditsaldo van die Fonds minder as R100 bedra, en mag nie hervat word voordat die kreditsaldo van die Fonds meer as R200 bedra nie.

11. LIKWIDASIE OF ONTBINDING

(1) Ingeval hierdie Ooreenkoms deur tydsverloop verstryk of om enige ander rede verval, bly die Fonds onder die administrasie van die Bestuurskomitee totdat dit of gelikwider is of deur die Raad oorgedra word aan 'n ander Fonds met dieselfde doel ingestel as dié waarmee die oorspronklike Fonds gestig is, of totdat dit voortgesit word by 'n latere ooreenkoms: Met dien verstande dat die Fonds gelikwider word, tensy daar binne 'n tydperk van twaalf maande na die verstryking van hierdie Ooreenkoms 'n Ooreenkoms aangegaan word waarin voorsiening gemaak word vir sodanige oordrag of voortsetting.

(2) Ingeval die Raad ontdind word of as hy ophou om te funksioneer gedurende 'n termyn waarin hierdie Ooreenkoms bindend is, kragtens artikel 34 (2) van die Wet, bly die Fonds onder die administrasie van die Bestuurskomitee en word die lede van die Komitee wat daar bestaan op die datum wanneer die Raad ophou om te funksioneer of ontdind word, as lede daarvan vir daardie doel geag: Met dien verstande dat as daar 'n vakature in die Komitee ontstaan, die Registrateur, na gelang van die geval, 'n werkgewer of 'n werknemer in die Nywerheid in die vakature kan aanstel om gelyke verteenwoordiging en gelyke plaasvervangende verteenwoordiging van werkgewers en werknemers in die ledetal van die Komitee te verseker. Ingeval sodanige Komitee nie sy pligte kan of wil vervul nie, of wanneer die stemme daarvoor staak, met die uitwerking dat die administrasie van die Fonds na die oordeel van die Registrateur onuitvoerbaar word of nie na wens geskied nie, kan hy 'n kurator of kurators, wat vir dié doel met al die bevoegdhede van die Komitee beklee sal wees, aanstel om die werksaamhede van die Komitee te verrig. Indien daar by verval van hierdie Ooreenkoms nie 'n Raad is nie, word die Fonds deur die Bestuurskomitee wat kragtens hierdie subklousule funksioneer of, na gelang van die geval, deur die kurator of kurators, gelikwider volgens voorskrif van subklousule (3) van hierdie klousule; en as die sake van die Raad reeds bereedder en sy bates verdeel is wanneer die Ooreenkoms verval,

- (b) in respect of employees earning R19,50 per week and over, R2,00 sick pay per day:

Provided that no benefits shall be paid in respect of two days of absence or less, but that, if such absence continues for more than two consecutive days, benefits shall be paid for the full period of such absence.

(6) Obstetrics, surgery, hospitalisation, dentistry and optical services shall not form part of the benefits provided by this Fund, provided that members shall, subject to the provisions of this clause, be entitled to a maximum annual refund of:

- (a) R20 for repairing of dentures and extraction of teeth; and

- (b) R20 for testing of eyes and repairing of spectacles:

Provided that these benefits may only be claimed after a member has contributed to the Fund for a period of 12 months: Provided further that the Fund shall be required to contribute R20 towards the cost of new dentures, and new spectacles if acquired after 12 months' membership of the Fund.

(7) The Committee may make such lump sum payments, in addition to the benefits provided for in this Agreement, as it may decide to meet extraordinary medical or other expenses in special cases of sickness.

10. FINANCIAL CONTROL

(1) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund: Provided that the Management Committee may from time to time authorise the investment of moneys surplus to the Fund's requirements as prescribed by section 21 (3) of the Act.

(2) All payments by the Fund shall be made by cheque drawn on the banking account. Disbursements from petty cash shall not exceed R3 at a time and withdrawals for petty cash shall not exceed R10.

(3) Cheques or withdrawal forms required to be drawn on the banking or any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by any two of the following: the Chairman, Vice-Chairman or Secretary of the Fund.

(4) The Committee shall appoint an auditor for the Fund who shall be a registered chartered accountant and shall determine his remuneration, which shall be paid out of the Fund. The accounts of the Fund shall be audited for the periods ending 30 June and 31 December of each year, and the auditor's reports shall be made available not later than 30 September and 31 March, respectively.

Copies of the statements of account together with the auditor's reports shall be transmitted to the Director-General of Manpower within three months of the end of the period to which they relate and copies shall also lie for inspection at the office of the Fund.

(5) Disbursements from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R100 and shall not recommence until the amount standing to the credit of the Fund exceeds R200.

11. LIQUIDATION OR DISSOLUTION

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Management Committee until it is either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created, or continued by a subsequent Agreement: Provided that the Fund shall be liquidated unless an Agreement providing for such transfer or continuation is entered into within a period of 12 months of the expiry of this Agreement.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof, for such purpose: Provided that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a Trustee or Trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes, and if the council is not in existence upon the expiration of this Agreement the Fund shall be liquidated by the Management Committee functioning in terms of this subclause or the Trustee or Trustees, as the case may be, in the manner set forth in subclause (3) of this clause and if, upon the expiration of the Agreement, the affairs of the Council have already been wound up and its

word die oorskot van die Fonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet verdeel asof dit deel van die Raad se algemene fondse uitmaak.

(3) By likwidasië van die Fonds ingevolge subklousule (1) van hierdie klousule word die batige oorskot van die geld wat in die Fonds oorbly nadat al die vorderings teen die Fonds, met inbegrip van die koste van administrasie en likwidasië, betaal is, by die Raad se fondse gestort.

12. VRYWARING

Die lede van die Bestuurskomitee en die amptenare en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan by die *bona fide*-nakoming van hul pligte.

13. VRYSTELLINGS

(1) Die Raad kan enigiemand van enige van die bepalings van hierdie Ooreenkoms vrystel.

(2) Die Raad bepaal ten opsigte van iemand aan wie vrystelling ooreenkomstig die bepalings van subklousule (1) hierbo verleen is, die voorwaardes waarop sodanige vrystelling verleen word en die geldigheidsduur van sodanige vrystelling. Met dien verstande dat die Raad na goeddunke, nadat skriftelike kennis van 'n week vooraf aan die betrokke persoon of persone gegee is, enige vrystelling wat verleen is, kan intrek.

14. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei die amptelike landstale in elk van sy bedryfsinrigtings, met inbegrip van voorraadmagasyn, maar voertuie uitgesluit, vertoon op 'n plek wat vir sy werknemers geredelik toeganklik is.

15. ULTRA VIRES

Indien 'n bevoegde gereghof enige van die bepalings van hierdie Ooreenkoms *ultra vires* sou verklaar, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 14de dag van April 1981 onderteken.

P. JONES,
Voorsitter

A. R. VAHED,
Ondervoorsitter

R. W. CARTER,
Sekretaris

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.

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

12. INDEMNITY

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

13. EXEMPTIONS

(1) The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) above the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may if it deems fit, after one week's notice in writing has been given to the person or persons concerned, withdraw any exemption granted.

14. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages exhibited in each of his establishments, including depots, but excluding vehicles, in a place readily accessible to his employees.

15. ULTRA VIRES

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Cape Town on behalf of the parties this 14th day of April 1981.

P. JONES,
Chairman

A. R. VAHED,
Vice-Chairman

R. W. CARTER,
Secretary

R.1711]

[21 Augustus 1981

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

VRYSTELLING VAN SIEKTEVERLOPBEPALINGS

WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP)

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, 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 Goewermentskennisgewing R.1710 van 21 Augustus 1981, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms, kragtens die Wet op Nywerheidsversoenig, 1956, bindend mag wees, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA
Minister van Mannekrag

R.1711]

[21 August, 1981

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

EXEMPTION FROM SICK LEAVE PROVISIONS

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE)

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, 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.1710 of 21 August, 1981, with effect from the second Monday after the date of publication of this notice 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 sick pay in terms of the said Agreement.

S. P. BOTHA
Minister of Manpower

INHOUD

Departement van Mannekrag

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