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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2339.] [14 December 1956.
INDUSTRIAL CONCILIATION ACT, 1937.

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, Cape, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding the provisions of clause 10, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2339.] [14 Desember 1956.
NYWERHEID-VERSOENINGSWET, 1937.

ELEKTROTEGNIESE AANNEMINGS- EN DIENS- NYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Elektrotegniese Aannemings- en Diensnywerheid, Kaap, betrekking het van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd die bepalings van klousule 10, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Bellville en Simonstad.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

SICK PAY FUND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the

Electrical Contractor's Association (South Africa);
Electrical Engineering and Allied Industries Association;
and the

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

Amalgamated Engineering Union
and

South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Electrical Contracting and Servicing Industry (Cape) in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown by the employers who are members of the employer's organisations and by their employees who are members of the trade unions employed on any of the classes of work for which a minimum basic rate of not less than the equivalent of 1s. 5d. per hour is specified in the Agreement published under Government Notice No. 2346 of the 25th November, 1955, (hereinafter referred to as "the main Industrial Agreement" or the "Industrial Agreement") in the respective areas to which the Industrial Agreement relates and shall apply to apprentices; provided that in the event of the expiry of the Industrial Agreement by effluxion of time or cessation for any other cause during the currency of this (Sick Pay Fund) Agreement, the classes of work and minimum rates of pay specified in the said Industrial Agreement shall be deemed to be the classes of work and the minimum rates of pay for purposes of this Agreement.

2. DATE AND PERIOD OF OPERATION.

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

3. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act of 1937, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act and unless inconsistent to the context—

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

"Electrical Contracting and Servicing Industry (Cape)" or "industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employers and employees are associated for any or all of the following:—

- The design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the building or structures or elsewhere;
- the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN DIENSNYWERHEID (KAAP).

SIEKTEBYSTANDSFONDS.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur en tussen die

Electrical Contractor's Association (South Africa);
Electrical Engineering and Allied Industries Association;
en die

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

Amalgamated Engineering Union
en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Diensnywerheid (Kaap).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) in die magistraatsdistrikte die Kaap, Wynberg, Bellville en Simonstad deur die werkgewers wat lede is van die werkgewersorganisasies en deur hulle werknemers wat lede is van die vakverenigings en in diens is in verband met enige van die klasse werk waarvoor 'n minimum basiese skaal van minstens die ekwivalent van 1s. 5d. per uur gespesifiseer is in die Ooreenkoms gepubliseer by Goewermentskennissgewing No. 2346 van 25 November 1955 (hieronder die „Hoofnywerheidsooreenkoms” of die „Nywerheidsooreenkoms” genoem) in die onderskeie gebiede waarop die Nywerheidsooreenkoms betrekking het en dit is van toepassing op vakleerlinge; met dien verstande dat ingeval van die verstryking van die Nywerheidsooreenkoms deur verloop van tyd of deur beëindiging om enige ander rede gedurende die duur van hierdie Ooreenkoms (Siektebystandsfonds), die klasse werk en minimum loonskaal gespesifiseer in genoemde Nywerheidsooreenkoms, vir die toepassing van hierdie Ooreenkoms as die klasse werk en minimum loonskaal beskou moet word.

2. DATUM EN GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel agt-en-veertig van die Wet deur die Minister vasgestel word en bly vier-en-twintig maande lank van krag of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet omvat ook alle wysigings van sodanige wet, en tensy dit strydig met die samehang is, beteken—

„vakleerling”, 'n werknemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat deur die Raad erken word of 'n vakleerlingskapkontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944;

„Elektrotegniese Aannemings- en Diensnywerheid (Kaap)” of „Nywerheid”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van die volgende:—

- Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting, wat 'n integrerende en permanente deel uitmaak van geboue, met inbegrip van bedrading, kabellawerk en kabellegging, die konstruksie van bogrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;
- die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat deel uitmaak van die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk en kabellegging, die konstruksie van bogrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;
- die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, veranderings aan, herstel en onderhoud van geboue, met inbegrip van enige bedrading, kabellawerk en kabellegging, die oprigting van bogrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;

- (d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

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

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

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

"Executive Committee" means the Executive Committee of the Council appointed in terms of its Constitution;

"Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), registered in terms of section nineteen of the Industrial Conciliation Act, 1937;

"contribution" means the amounts payable in terms of section 17 of this Agreement;

"Wage Group" means the weekly wage prescribed in the Industrial Agreement (excluding cost of living allowance, overtime or any other remuneration received by an employee).

4. ESTABLISHMENT OF SICK PAY FUND.

A Sick Pay Fund which shall be known as the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund (hereinafter referred to as "the Sick Pay Fund" or "the fund") is hereby established in terms of this Agreement. The fund shall consist of money accruing from contributions and on the interest received from investments in terms of section 17 and 7 (4) of this Agreement.

5. OBJECTS.

The object of the Fund shall be to provide the specified employees in the industry with benefits as prescribed in section 16 of this Agreement.

6. ADMINISTRATION.

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

2. The management committee shall have the power to make and alter rules governing the administration of the fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL.

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

2. All moneys paid to the fund shall be deposited in the banking account's to be opened at a bank and/or institution approved by the management committee.

3. All payments from the fund shall be by cheque drawn on the fund's account and such cheques shall be signed by two persons duly authorised thereto by the management committee.

4. All moneys regarded by the management committee as being surplus to the fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in Union Loan Certificates or Union or local Government stocks.

- (d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabeilaswerk en kabelegging, die oprigting van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;

en vir die toepassing van hierdie woordomskriving sluit „elektriese uitrusting" onderstaande in:—

- (i) Elektriese kables en bognondse lynce;
- (ii) generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relays, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese beligting, verwarming, kook, bevriesing en verkoeling, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en verwante elektriese toestelle, seinuitrusting en ander uitrusting wat gebruik maak van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting;

en verder, vir die toepassing van hierdie woordomskriving, sluit „ontwerp, bereiding, oprigting, installering, herstel en onderhoud" nie die volgende in nie:—

- (i) Die vervaardiging en/of montering van bogenoemde uitrusting of onderdele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en bediening van tik- en kantoortoestelle;
- (v) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

„Uitvoerende Komitee", die Uitvoerende Komitee van die Raad ingevolge sy Konstitusie aangestel;

„Raad", die Nywerheidsraad vir die Elektrotegniese Aannemings- en Diensnywerheid (Kaap), kragtens artikel negentien van die Nywerheidsversoeningwet, 1937, geregistreer;

„bydrae", die bedrae wat kragtens artikel 17 van hierdie Ooreenkoms betaalbaar is;

„loongroep" die weekloon in die Nywerheidsooreenkoms voorgeskryf (uitgesonderd die lewenskostoelae, oortyd- of enige ander besoldiging wat deur 'n werknemer ontvang is).

4. INSTELLING VAN 'N SIEKTEBYSTANDSFONDS.

'n Siektebystandsfonds wat as die Siektebystandsfonds van die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) bekend staan (hieronder „die Siektebystandsfonds" of „die Fonds" genoem), word hierby kragtens hierdie Ooreenkoms ingestel. Die Fonds bestaan uit geld wat byeengebring word uit bedraes en uit rente wat aan beleggings kragtens artikel 17 en 7 (4) van hierdie Ooreenkoms verkry word.

5. DOELSTELLING.

Die doel van die Fonds is om die aangewese werknemers in die Nywerheid van bystand te voorsien, soos in artikel 16 van hierdie Ooreenkoms voorgeskryf.

6. ADMINISTRASIE.

(1) Die beheer en administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit een lid wat benoem word deur elke vakvereniging wat 'n party by hierdie Ooreenkoms is, en 'n gelyke getal werkgewerslede wat deur die werkgewersorganisasies gesamentlik benoem word. Plaasvervangers kan, indien dit nodig geag word, deur die komitee aangestel word. Indien die Bestuurskomitee om watter rede ook al nie daartoe in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee sodanige pligte waarnaem en sy funksies en magte uitoefen.

(2) Die Bestuurskomitee is bevoeg om reëls vir die administrasie van die Fonds op te stel en te wysig. Afskrifte van die reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

7. GELDELIKE BEHEER.

(1) Bystand word gestaak wanneer die batige saldo van die Fonds benede die som van £500 daal en geen verdere uitbetalings word hervat voordat die batige saldo van die Fonds die som van £1,000 bereik het nie; met dien verstande dat wanneer bystandsbetalings hervat word, die eise wat gedurende die tydperk van betalingstaking ontvang is, in die volgorde waarin hulle ontvang is, uitbetaal moet word.

(2) Alle bedrae wat aan die Fonds betaal word, moe gedeponeer word in 'n bankrekening in 'n bank en/of 'n inrigting wat deur die Bestuurskomitee goedgekeur is.

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

(4) Alle geld wat deur die Bestuurskomitee as meer as die onmiddellike vereistes van die Fonds beskou word, kan by 'n bank of 'n geregistreerde bougenootskap gedeponeer word, of kan in Unieleningstifikate of Unie- of plaaslike bestuurseffekte belê word.

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

6. The management committee shall furnish the executive committee with quarterly reports giving a general review of the operation of the fund and on the income and expenditure for the period to which the report relates.

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

8. As soon as possible after the 31st August in each year the management committee shall prepare a statement of all moneys received and due and details of expenditure incurred and accrued for the 12 months ended 31st August which shall be submitted together with the auditors' report to the executive committee for transmission to the Council.

9. The audited statement and report thereon shall be open for inspection at the offices of the Council and copies shall be sent to the Secretary for Labour.

8. EXPIRY OF AGREEMENT.

(a) Should this Agreement expire through the effluxion of time or for any other reason, the fund shall continue to be administered by the management committee until it be 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.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section thirty-four (2) of the Act during any period within which this Agreement is binding, the management committee shall continue to administer the fund and the members of such committees at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose; provided, however, that any vacancies occurring on such committee may be filled by the Minister from employers or employees who are parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape) to ensure an equality of employer and employee representatives and alternates in the membership of the committee.

(c) In the event of the management committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such committee and who shall possess all the powers of such committee for the purpose.

(d) Upon the expiration of this Agreement the fund shall be liquidated in the manner set forth in clause 9 of this Agreement and, if upon such expiration the affairs of the Council have already been wound up, its assets distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

9. LIQUIDATION.

Upon liquidation of the fund in terms of clause 8 (a) hereof, the moneys remaining to the credit of the fund after payment of all claims including the administration and liquidation expenses, shall be paid into the general funds of the Council.

10. AGENTS.

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

11. EXHIBITION OF AGREEMENT.

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

12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

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

13. CLAIMS.

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

(5) Alle uitgawes in verband met die administrasie van die Fonds is ten laste van die Fonds.

(6) Die Bestuurskomitee moet die Uitvoerende Komitee van kwartaalverslae voorsien waarin 'n algemene oorsig gegee word van die werksaamhede van die Fonds en van die inkomste en uitgawes vir die tydperk waarvoor die verslag gaan.

(7) 'n Ouditeur(s) word deur die Bestuurskomitee aangestel. Sodanige ouditeur(s) moet kragtens die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer wees.

(8) So gou moontlik na 31 Augustus van elke jaar moet die Bestuurskomitee 'n staat opstel van al die geld wat ontvang is en verskuldig is, en van besonderhede in verband met al die uitgawes wat gedurende die 12 maande wat op 31 Augustus eindig, gemaak is en opgeloop het en hierdie staat moet saam met die ouditeursverslag by die Uitvoerende Komitee vir deursending aan die Raad ingedien word.

(9) Die geouditeerde staat en die verslag daarvoor moet in die hoofkantoor van die Raad ten insae lê en afskrifte daarvan moet aan die Sekretaris van Arbeid gestuur word.

8. VERSTRYKING VAN OOREENKOMS.

(a) Indien hierdie Ooreenkoms weens tydverloop of enige ander oorsaak verstryk, moet die Fonds verder deur die Bestuurskomitee beheer word totdat dit of gelikwider of deur die Raad aan enige ander fonds oorgedra word wat vir dieselfde doel geskep is as dié waarvoor die oorspronklike Fonds ingestel is.

(b) Ingeval die Raad ontbind word, of ingeval die Raad kragtens artikel vier-en-dertig (2) van die Wet ophou of te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuurskomitee voortgaan om die Fonds te beheer, en die lede van sodanige komitee op die datum wanneer die Raad ophou om te funksioneer of ontbind word, moet as lede daarvan vir sodanige doel beskou word; met dien verstande egter dat enige vakatures wat op sodanige komitee ontstaan, deur die Minister uit werkgewers of werknemers wat partye is by die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) gevul mag word ten einde 'n gelyke verteenwoordiging van verteenwoordigers en plaasvervangers van werkgewers en werknemers in die lidmaatskap van die komitee te verseker.

(c) Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom, of ingeval 'n dooiepunt bereik word wat die beheer van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan die Minister 'n kurator of kurators aanstel om die pligte van sodanige komitee uit te voer, en sodanige kurator of kurators oefen vir hierdie doel al die magte van sodanige komitee uit.

(d) By verstryking van hierdie Ooreenkoms moet die fonds gelikwider word op die wyse wat in klousule 9 van hierdie Ooreenkoms uiteengesit is en indien die sake van die Raad by sodanige verstryking reeds afgesluit is, moet sy bates verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fonds van die Raad uitmaak.

9. LIKWIDASIE.

By likwidasië van die Fonds ingevolge klousule 8 (a) hiervan, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, die administrasie- en likwidasiëkoste ingesluit, betaal is, by die Algemene Fonds van die Raad inbetaal word.

10. AGENTE.

Die Raad kan een of meer aangewese persone aanstel om by die uitvoering van die bepalings van hierdie Ooreenkoms behulpsaam te wees en elke werkgewer en elke werknemer is verplig om sodanige persone toe te laat om sodanige navrae in te stel en deur te voer, en om sodanige dokumente, boeke, loonstate, tydstate en betaalstate na te gaan en om sodanige persone te ondervra en om alle sodanige stappe te doen as wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag in die loop van sy ondersoek 'n valse verklaring aan sodanige agent maak nie.

11. VERTONING VAN OOREENKOMS.

In die gebiede waar hierdie Ooreenkoms van krag is, moet elke werkgewer 'n leesbare kopie van hierdie ooreenkoms in albei amptelike tale van die Unie van Suid-Afrika opklak en opgeplak hou in of op die plek waar sy werknemers werk.

12. BYSTAND NIE VERVREEMBAAR OF AAN BESLAGLEGGING ONDERWORPE NIE.

Die bystand waarvoor voorsiening deur die Fonds gemaak word, is nie oordraagbaar nie, en die bystandregte van enige werknemer wat trag om sy regte toe te wys, oor te dra of andersins te verpand of te verhypotekeer, word onmiddellik vir 'n tydperk van drie maande opgeskort.

13. EISE.

(1) Eise om siektebystand uit die Fonds moet op die vorm wat deur die Bestuurskomitee, van tyd tot tyd voorgeskryf word, by die Fonds ingedien word, tesame met 'n gedetailleerde dokter-sertifikaat in die voorgeskrewe vorm. Die koste van die dokter-sertifikaat moet deur die betrokke werknemer gedra word; met dien verstande egter dat die Bestuurskomitee 'n onafhanklike ondersoek kan vereis waarvan die koste 'n las teen die Fonds moet wees.

2. No claim shall be recognised by the fund if submitted 30 days after the first absence from employment on account of illness and if the applicant has failed to act upon proper medical advice, nor will payment be made for any prior period of more than 3 days before the applicant first interviewed his medical practitioner.

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE.

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

- engage staff to assist in the administration of the fund, fix their remuneration and define their duties;
- refuse any, or all benefits to applicants who have acted in a manner calculated or reasonably likely to injure the interests of the fund; provided that such applicant shall be permitted to appear before the Management Committee to state his case;
- sanction expenditure from the fund;
- take steps to enforce payment of contributions or any sums due to the fund;
- where any beneficiary has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS.

Notwithstanding anything contained in this Agreement—

- the Management Committee shall have discretionary power to grant additional assistance to employees in case of hardship arising from illness and may grant special relief to employees by means of pecuniary grants, loans, or otherwise, on such conditions as it may from time to time determine;
- the Management Committee may grant exemption from any of the provisions in this Agreement under such terms and conditions and for such periods as it may determine. Applications for exemption shall be made to the Secretary of the Council, 507 Libertas Building, Hertzog Boulevard, Roggebaai, Cape Town;
- any employer may, in respect of his employees employed in the industry (or any of them) whose wages are not specified in the Industrial Agreement but who are in receipt of an hourly wage of not less than 1s. 5d. per hour, make application to the fund to accept contributions from himself and such employees in accordance with section 17 of this Agreement. Upon such application the Management Committee may agree under such conditions as it may determine, to receive contributions from that employer and those employees while employed by the same employer and, subject to such variations as may be prescribed by the Management Committee, the provisions of this Agreement shall thereupon *mutatis mutandis* apply to the employer and employees concerned and be observed by them as though applied by section 1 of this Agreement.

16. SICK PAY BENEFITS.

(a) Sick pay benefits shall be payable to employees in accordance with the following Schedule thirteen weeks after the coming into force of the Agreement:—

(2) Geen eis word deur die Fonds erken wat nie binne 30 dae na die eerste afwesigheid van diens van die werknemer weens siekte ingedien word nie; ook nie indien die werknemer nie op behoorlike mediese raad gehandel het nie; en geen bedrag word betaal ten opsigte van enige vroeër tydperk van meer as 3 dae voordat die werknemer vir die eerste maal sy mediese praktisyn geraadpleeg het nie.

14. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE.

Behoudens die algemene opdrag van die Uitvoerende Komitee van die Raad en die bepalinge van hierdie Ooreenkoms, het die Bestuurskomitee volledige beheer oor die sake van die Fonds en kan in besonder—

- werknemers in diens neem om met die administrasie van die Fonds behulpsaam te wees, hulle besoldiging vasstel en hulle pligte bepaal;
- weier om enige of alle bystand te verleen aan werknemers wat gehandel het met die doel om die Fonds skade aan te doen, of met redelike waarskynlikheid sodanige skade kon berokken het; met dien verstande dat sodanige werknemer toegelaat word om voor die Bestuurskomitee te verskyn om sy saak te stel;
- uitbetalings deur die Fonds goedkeur;
- stappe doen om betaling van bydraes of van enige geld wat aan die Fonds verskuldig is, af te dwing;
- indien 'n werknemer na die mening van die Bestuurskomitee te veel bystand ontvang het, ondersoek laat instel en sodanige verdere bystand terughou vir sodanige tydperk as wat die komitee mag besluit.

15. VOORBEHOUD.

Ondanks enigiets in hierdie Ooreenkoms vervat—

- het die Bestuurskomitee die bevoegdheid om na goed-dunke addisionele bystand aan werknemers te verleen in gevalle van ontbering as gevolg van siekte, en kan hy spesiale onderstand aan werknemers verleen by wyse van geldelike toekennings, lenings of andersins op sodanige voorwaardes as wat hy van tyd tot tyd mag vasstel;
- kan die Bestuurskomitee vrystelling van enigen van die bepalinge van hierdie Ooreenkoms verleen volgens sodanige bepalinge en voorwaardes as wat hy self vir sodanige tyd-perke mag vasstel. Aansoek om vrystelling moet by die Sekretaris van die Raad, Libertasgebou 507, Hertzog Boulevard, Roggebaai, Kaapstad, ingedien word;
- kan enige werkgever ten opsigte van sy werknemers in diens van die Nywerheid (of enigen van hulle) wie se lone nie in die Nywerheidsooreenkoms gespesifiseer is nie, maar wat 'n uurloon van minstens 1s. 5d. per uur ontvang aansoek by die fonds doen om bydraes van homself en sodanige werknemers kragtens artikel 17 van hierdie Ooreenkoms te ontvang. By ontvangs van sodanige aansoek kan die Bestuurskomitee ingevolge sodanige voorwaardes as wat hy kan bepaal, toestem om bydraes van dié werkgever en dié werknemers te ontvang terwyl hulle by dieselfde werkgever in diens is en behoudens sodanige veranderings as wat die Bestuurskomitee kan voorskryf, is die bepalinge van hierdie Ooreenkoms daarna *mutatis mutandis* van toepassing op die werkgever en die betrokke werknemers en moet deur hulle nagekom word asof sodanige bepalinge by artikel 1 van hierdie Ooreenkoms toegepas word.

16. SIEKTEBYSTAND.

(a) Dertien weke nadat hierdie Ooreenkoms in werking tree, is siektebystand aan werknemers soos volg betaalbaar:—

Wage Group.	Sick Pay Benefits: Continuous Incapacity or Illness; Absence from work.			
	First Week.	Second Week.	Third to 13th week, inclusive.	Next 13 weeks.
£7. 10s. per week and over.....	£ s. d. 5 0 0	£ s. d. 6 0 0	£ s. d. 7 10 0	£ s. d. 3 15 0
Over £6. 10s. per week but under £7. 10s.....	4 3 4	5 0 0	6 5 0	3 2 6
Over £5. 10s. per week and up to £6. 10s.....	3 15 0	4 10 0	5 12 6	2 16 3
Over £4. 10s. per week and up to £5. 10s.....	3 6 8	4 0 0	5 0 0	2 10 0
Over £3. 10s. per week and up to £4. 10s.....	2 18 4	3 10 0	4 7 6	2 3 9
Over £2. 10s. per week and up to £3. 10s.....	2 10 0	3 0 0	3 15 0	1 17 6
Over £1. 10s. per week and up to £2. 10s.....	2 1 8	2 10 0	3 2 6	1 11 3

Loongroep.	Siektebystand: Aanhoudende ongeskiktheid of siekte, afwesigheid van werk.			
	Eerste week.	Tweede week.	Derde week tot en met 13de week.	Volgende 13 weke.
£7. 10s. per week en meer	£ s. d. 5 0 0	£ s. d. 6 0 0	£ s. d. 7 10 0	£ s. d. 3 15 0
Meer as £6. 10s. per week maar minder as £7. 10s.....	4 3 4	5 0 0	6 5 0	3 2 6
Meer as £5. 10s. per week en tot £6. 10s.....	3 15 0	4 10 0	5 12 6	2 16 3
Meer as £4. 10s. per week en tot £5. 10s.....	3 6 8	4 0 0	5 0 0	2 10 0
Meer as £3. 10s. per week en tot £4. 10s.....	2 18 4	3 10 0	4 7 6	2 3 9
Meer as £2. 10s. per week en tot £3. 10s.....	2 10 0	3 0 0	3 15 0	1 17 6
Meer as £1. 10s. per week en tot £2. 10s.....	2 1 8	2 10 0	3 2 6	1 11 3

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

(c) No sick pay benefits shall be payable in respect of paid public holidays specified in the Agreement for the Industry or in respect of any portion of the annual leave period for which an employee receives holiday pay, but an employee shall become entitled to benefits as from the date he or she was due to commence work, giving due consideration to the fact that no payment is made in respect of the first week of any sickness or accident as set out in paragraph (b) above.

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

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

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

- (i) Insanity, mental disorders or neurosis, alcoholism, the use of narcotics, venereal disease, self injury, attempted suicide.
- (ii) Engaging in hunting, mountaineering, or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from the employee's normal work.
- (iii) The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft except as a fare-paying passenger on a regular schedule airline.
- (iv) Injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting.
- (v) unless he observed all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness.
- (vi) in respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the fund, or any illness directly connected with such ailment.
- (vii) if he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation.
- (viii) whilst undergoing special treatments recommended by persons other than a registered medical practitioner.
- (ix) or any other activities not connected with his or her normal work as defined by the Management Committee.

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

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

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

(b) Ingeval ongeskiktheid of afwesigheid van werk weens siekte een werkweek duur, word geen siektebystand betaal nie. Vir werknemers wat 'n werkweek van vyf dae het, bestaan 'n week uit vyf agtereenvolgende werkdade, en vir werknemers wat 'n werkweek van ses dae het, uit ses agtereenvolgende werkdade. Siektebystand vir dae van afwesigheid wat meer as 'n volle week of weke duur, moet *pro rata* volgens die getal dae van sodanige afwesigheid betaal word.

(c) Geen siektebystand is betaalbaar ten opsigte van besoldigde openbare vakansiedae wat in die Ooreenkoms vir die nywerheid gespesifiseer is nie, of ten opsigte van enige gedeeltes van die jaarlikse verlof tydperk waarvoor die werknemer verlofbesoldiging ontvang nie maar 'n werknemer word geregtig bystand vanaf die datum waarop hy of sy werk sou begin werk het, met inagneming van die feit dat geen betaling ten opsigte van die eerste week van enige siekte of ongeluk, soos in paragraaf (b) hierbo uiteengesit, geskied nie.

(d) Geen siektebesoldiging is betaalbaar ten opsigte van enige siekte of ongeskiktheid wat ooreenkomstig die bepalinge van die Ongevallewet, 1941, vir skadeloosstelling in ag geneem word nie.

(e) Geen siektebystand is aan vroulike werknemers betaalbaar ten opsigte van tydperke van afwesigheid weens swangerskap of bevalling nie.

(f) Geen siektebystand is aan 'n werknemer betaalbaar ten opsigte van die volgende nie:—

- (i) Kranksinnigheid, verstandelike gekrenktheid of neurose, alkoholisme, die gebruik van narkotiese middels, veneriese siekte, selfbesering, poging tot selfmoord;
- (ii) deelname aan jag, bergklim of wedrenne op wiele, professionele sport, motorfietsry, uitgesonderd motorfietsry na of van die werknemer se gewone werkplek af;
- (iii) die verrigting van enige onwettige daad, diens by die gewapende magte, vlug of poging tot vlug met 'n vliegtuig, uitgesonderd as 'n betalende passasier op 'n gereelde vaste vliegroeite;
- (iv) besering wat deur enige militêre of oorweldigingsmag veroorsaak word (of daar 'n oorlogsverklaring was of nie) of deur oproer of burgerlike onluste of deelname aan gevegte;
- (v) tensy hy alle redelike instruksies of aanbevelings van sy mediese praktisyn gehoorsaam het om die voortsetting of herhaling van 'n siekte te voorkom;
- (vi) ten opsigte van enige wanskapeheid, chroniese siekte of ander kwaal waaraan hy gely het toe hy lid van die Fonds geword het of enige siekte wat regstreeks verband hou met sodanige kwaal;
- (vii) as hy 'n besering opdoen, hetsy opsetlik of per ongeluk, waarvoor 'n derde party aanspreeklik is om vergoeding te betaal en dit ook betaal;
- (viii) terwyl hy spesiale behandeling ontvang wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel is;
- (ix) of enige ander bedrywighede wat nie in verband staan met sy of haar gewone werk soos deur die Bestuurskomitee omskryf nie.

(g) Geen siektebystand is aan werknemers betaalbaar gedurende die tydperke wanneer hulle geregtig is op werkloosheidsbystand wat binne die omvang van die Werkloosheidsverzekeringswet val nie.

(h) 'n Werknemer wat in diens geneem word na die datum waarop hierdie Ooreenkoms in werking tree, is nie op siektebystand geregtig voordat hy of sy bydraes gedurende 13 agtereenvolgende weke tot die Fonds gestort het nie; met dien verstande dat vroeëre bydraes wat deur 'n tydperk van werkloosheid of deur 'n verandering van werkgever binne die nywerheid beëindig is, as kwalifiserende bydraes beskou moet word.

(i) Werknemers wat die nywerheid verlaat hou onmiddellik op om geregtig te wees op siektebystand.

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

(k) No sick pay benefits shall be payable in respect of continuous absences and/or combined periods of absence exceeding 26 weeks. Sick pay benefits shall recommence after 52 weeks employment.

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

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

(n) Notwithstanding anything to the contrary contained in the provisions of section 27 of Part 1 and section 7 of Part 2 of the main Industrial Agreement, after a period of thirteen weeks has elapsed reckoned from the date of coming into operation of this Agreement, no employee to whom the fund applies shall be entitled to cost of living allowance in terms of the said provisions in respect of any period in which he is absent from work due to illness or disablement; provided that in the case of an employee whose absence from work is due to disablement falling within the provisions of the Workmen's Compensation Act, cost of living allowance shall be payable pro rata for any day or days not recognised as compensable in terms of the said Act up to a maximum of three days' cost of living allowance, and the said provisions of section 27 of Part 1 and section 7 of Part 2 as contained in or applied by the Industrial Agreement is hereby amended accordingly.

17. CONTRIBUTIONS.

Each employer shall each week deduct from the wages of his employees covered by this Agreement the amount indicated in the Schedule hereinafter set out. To the amount thus deducted the employer shall add an equal amount and forward to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape) 507 Libertas Building, Hertzog Boulevard, Roggebaai, Cape Town, not later than the 15th day of each month the total sum for the month preceeding, together with the form to be prescribed by the Management Committee from time to time.

Wage Group.	Amount per Week.
	s. d.
£7. 10s. per week and over.....	2 0
Over £6. 10s. per week but under £7. 10s.....	1 8
Over £5. 10s. per week and up to £6. 10s.....	1 6
Over £4. 10s. per week and up to £5. 10s.....	1 4
Over £3. 10s. per week and up to £4. 10s.....	1 2
Over £2. 10s. per week and up to £3. 10s.....	1 0
Over £1. 10s. per week and up to £2. 10s.....	0 10

18. EMPLOYEE'S IDENTIFICATION CARD.

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

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

3. A record card in the form to be prescribed by the Management Committee from time to time, shall be issued to the employer in respect of each employee who is a contributor to the fund, to be retained by the employer until the employee ceases to be employed by him, whereupon the employer shall complete the card and immediately return it to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 507 Libertas Building, Hertzog Boulevard, Roggebaai, Cape Town.

19. 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 or about bona fide discharge of their duties.

20. DISPUTES.

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the fund, which the Management Committee is unable to settle shall be referred to the Council for a decision and any contributor shall have the right to appeal to the Council against a decision of the Management Committee.

Signed at Cape Town for and on behalf of the parties on this 30th day of July, 1956.

F. D. OPPERMAN, *Chairman.*
 J. P. ARNOT, *Vice-Chairman.*
 W. R. PENGELLY, *Secretary.*

(j) 'n Werknemer wat die nywerheid verlaat en daarna weer na die nywerheid terugkeer, is geregtig op siektebystand wanneer hy of sy 13 agtereenvolgende bydraes in die Fonds gestort het.

(k) Geen siektebystand is ten opsigte van aanhoudende afwesigheid en/of totale tydperke van afwesigheid van meer as 26 weke betaalbaar nie. Siektebystand neem weer 'n aanvang na 52 weke diens.

(l) Gedurende die tydperk wat hy bystand ontvang, mag geen lid werk onderneem nie, hetsy met of sonder besoldiging.

(m) Indien 'n lid enige besoldigde beroep beoefen sonder die toestemming van die Bestuurskomitee gedurende die tydperk wat hy bystand ontvang, moet hy die bystand wat hy ontvang het, terugbetaal.

(n) Ondanks andersluidende bepalinge in artikel 27 van Deel 1 en artikel 7 van Deel 2 van die Hoofnywerheidsooreenkoms, is geen werknemer op wie die Fonds van toepassing is, na 'n tydperk van 13 weke, bereken van die datum af waarop hierdie Ooreenkoms in werking tree, geregtig op 'n lewenskostetoelae kragtens die genoemde bepalinge ten opsigte van enige tydperk waarin hy weens siekte of ongeskiktheid afwesig is nie; met dien verstande dat in die geval van 'n werknemer wie se afwesigheid van diens veroorsaak is deur ongeskiktheid wat onder die bepalinge van die Ongevallewet val, lewenskoste *pro rata* betaalbaar is vir enige dag of dae wat ingevolge genoemde Wet nie vir skadeloosstelling in ag geneem word nie, tot 'n maksimum van drie dae se lewenskostetoelae; en die genoemde bepalinge van artikel 27 van Deel 1 en artikel 7 van Deel 2 soos vervat in of toegepas by die Nywerheidsooreenkoms, word dienoooreenkomstig hierby gewysig.

17. BYDRAES.

Elke werkgewer moet elke week van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, die bedrag aftrek wat in die staat hieronder genoem word. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg, en op die 15de dag van elke maand moet hy die totale bedrag vir die vorige maand, tesame met 'n vorm wat deur die Bestuurskomitee van tyd tot tyd voorgeskryf word, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Diensnywerheid (Kaap), Libertasgebou 507, Hertzog Boulevard, Roggebaai, Kaapstad, stuur:—

Loongroep.	Bedrag per week.
	s. d.
£7. 10s. per week en meer.....	2 0
Meer as £6. 10s. per week maar minder as £7. 10s.....	1 8
Meer as £5. 10s. per week en tot £6. 10s.....	1 6
Meer as £4. 10s. per week en tot £5. 10s.....	1 4
Meer as £3. 10s. per week en tot £4. 10s.....	1 2
Meer as £2. 10s. per week en tot £3. 10s.....	1 0
Meer as £1. 10s. per week en tot £2. 10s.....	0 10

18. WERKNEMERS SE IDENTIFIKASIEKAARTE.

1. 'n Identifikasiekaart moet deur die Raad aan elke werknemer uitgereik word wat tot die siektebystandsfonds bydra, as bewys van sy of haar registrasie as bydraer en sodanige kaart is nie oordraagbaar nie.

2. Hierdie kaart bly die eiendom van die Fonds en moet aan die Raad terugbesorg word wanneer 'n werknemer ophou om tot die Fonds by te dra.

3. 'n Rekordkaart in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, moet aan die werkgewer ten opsigte van elke werknemer uitgereik word wat tot die Fonds bydra en dit moet deur die werkgewer bewaar word totdat die werknemer nie meer by hom in diens is nie; dan moet die werkgewer die kaart voltooi en dit onmiddellik terugstuur aan die Sekretaris, Nywerheidsraad vir die Aannemings- en Diensnywerheid (Kaap), Libertasgebou 507, Hertzog Boulevard, Roggebaai, Kaapstad.

19. VRYWARING.

Die lede van die Bestuurskomitee en die beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en verpligtinge van die Fonds nie en hierby word hulle deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan in of in verband met die *bona fide* uitvoering van hul pligte.

20. GESKILLE.

Enige geskille betreffende die vertolking, betekenis of bedoeling van enige bepalinge van hierdie Ooreenkoms of betreffende die administrasie van die Fonds, wat die Bestuurskomitee nie in staat is om te besleg nie, moet na die Raad vir 'n beslissing verwys word en enige bydraer het die reg om na die Raad te appelleer teen 'n beslissing van die Bestuurskomitee.

Namens die partye op hede die 30ste dag van Julie 1956 in Kaapstad onderteken.

F. D. OPPERMAN, *Voorsitter.*
 J. P. ARNOT, *Ondervoorsitter.*
 W. R. PENGELLY, *Sekretaris.*

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