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GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

No. 641.] [3 May 1957.
INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

SICK BENEFIT FUND.

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

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, shall be binding from the 3rd day of May, 1957, and for the period ending the 2nd day of May, 1960, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in sections 3 to 13 (inclusive) and 15 to 17 (inclusive) of the said Agreement shall be binding from the 3rd day of May, 1957, and for the period ending the 2nd day of May, 1960, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Trade in the municipal area of Johannesburg; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the municipal area of Johannesburg and from the 3rd day of May, 1957, and for the period ending the 2nd day of May, 1960, the provisions contained in sections 3 to 13 (inclusive), and 15 to 17 (inclusive) of the said Agreement, shall *mutatis mutandis* be binding upon all Natives 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 Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 641.] [3 Mei 1957.
WET OP NYWERHEIDSVERSOENING, 1956.

WASSERY-, DROOGSKOONMAAK- EN KLEUR- BEDRYF, TRANSVAAL.

SIEKTEBYSTANDSFONDS.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf betrekking het, vanaf die 3de dag van Mei 1957, en vir die tydperk wat op die 2de dag van Mei 1960 eindig, bindend is vir die werkgewersorganisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in artikels 3 tot en met 13 en 15 tot en met 17 van genoemde Ooreenkoms vanaf die 3de dag van Mei 1957, en vir die tydperk wat op die 2de dag van Mei 1960 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Bedryf in die munisipale gebied Johannesburg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in artikels 3 tot en met 13, en 15, tot en met 17 van genoemde Ooreenkoms vanaf die 3de dag van Mei 1957, en vir die tydperk wat op die 2de dag van Mei 1960 eindig, in die munisipale gebied Johannesburg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TRANSSVAAL).

SICK BENEFIT FUND AGREEMENT

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

The Transvaal Launderers', Cleaners' and Dyers' Association, and the Johannesburg Dry Cleaners' and Dyers' Association

(hereinafter called "the employers" or "employers' organisations"), of the one part, and

The National Union of Laundering, Cleaning and Dyeing Workers,

(hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council, Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisations and are engaged in the Laundry, Dry Cleaning and Dyeing Trade and by all employees who are members of the trade union and are employed in the said trade and for whom minimum wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of a wage not exceeding fifty pounds per month, excluding cost of living allowance and incentive bonus.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force for a period of three years thereafter, or for such period as the Minister may decide.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act; terms defined in any Agreement of the Council which has been declared binding under the Act and in which minimum wages are prescribed shall have the same meaning as in that Agreement. A reference to an Act shall include any amendment of such Act; and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal), registered or deemed to be registered in terms of the Industrial Conciliation Act, 1956;

"establishment" means any premises in or in connection with which one or more employees are engaged in any activity involved in the laundering, cleaning or dyeing occupations, and includes a receiving depot and/or a vehicle;

"Fund" means the Society known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund;

"Incentive bonus" or "bonus" means—

(a) in the case of a factory worker a bonus directly related to output; and

(b) in the case of canvassers Grade I or II and receiving depot attendants a commission directly related to cash takings;

"management committee" or "committee" means the committee appointed to administer the Sick Benefit Fund in accordance with the provision of Clause 4 of this Agreement;

"Minister" means the Minister of Labour;

"trade", or "Laundry, Dry Cleaning and Dyeing Trade" or "industry" means, without in any way limited the ordinary meaning of the expression, the trade or industry carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers.

4. ADMINISTRATION.

(1) There is hereby continued a sick benefit fund, as established previously between employers and employees in the trade, known as the Transvaal Laundry and Dry Cleaning Workers' Sick Benefit Fund, in this Agreement referred to as the "fund".

(2) The fund shall be financed out of contributions referred to in Clause 7 of this Agreement and the assets of the existing sick benefit fund originally established under Government Notice No. 15 of the 8th January, 1943.

(3) The fund shall be administered by a management committee appointed by the Council, consisting of three representatives of the employers and three of the employees, in accordance with a constitution approved by the Council. Such constitution

BYLAE.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOON-
MAAK- EN KLEURBEDRYF (TRANSSVAAL).

SIEKTEBYSTANDFONDSOOREENKOMS

ingevoel die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan tussen die

Transvaal Launderers', Cleaners' and Dyers' Association en die

Johannesburg Dry Cleaners' and Dyers' Association, (hieronder „die werkgewers” of „werkgewersorganisasies” genoem), aan die een kant, en die

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

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en die Wassery-, Droogskoonmaak- en Kleurbedryf uitoefen en deur alle werknemers wat lede is van die vakvereniging en in dié bedryf in diens is en vir wie minimum lone in enige Ooreenkoms van die Raad voorgeskryf word wat as bindend kragtens die Wet verklaar is en wat 'n loon ontvang wat vyftig pond per maand nie te bowe gaan nie, met uitsluiting van lewenskostoelae en aansporingsbonus.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid vasstel en moet daarna drie jaar lank van krag bly of vir sodanige tydperk wat die Minister kan bepaal.

3. WOORDOMSKRYWING.

Enige uitdrukkings in hierdie Ooreenkoms gebesig wat in die Wet omskryf is, moet dieselfde betekenis as in daardie Wet hê; uitdrukkings in enige Ooreenkoms van die Raad omskryf wat as bindend kragtens die Wet verklaar is en waarin minimum lone voorgeskryf word, moet dieselfde betekenis hê as in daardie Ooreenkoms. 'n Verwysing na 'n Wet moet enige wysiging van sodanige Wet insluit; en, tensy die teenoorgestelde bedoeling blyk, moet woorde wat die manlike geslag aandui ook vrouens omvat; voorts, tensy dit strydig is met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoenig, 1956;

„Raad”, die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal), geregistreer of as geregistreer beskou kragtens die Wet op Nywerheidsversoenig, 1956;

„inrigting”, enige persele waarin of in verband waarmee een of meer werknemers werksaam is in enige werk wat betrokke is by die was-, skoonmaak- of kleurbedryf, en dit omvat 'n ontvangdepot en/of 'n voertuig;

„fonds”, die vereniging bekend as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers;

„aansporingsbonus” of „bonus”—

(a) in die geval van 'n fabriekwerker 'n bonus wat regstreeks betrekking het op opbrengs; en

(b) in die geval van bestellingwerwers, graad I of II, en ontvangdepotbediendes 'n kommissie wat regstreeks betrekking het op kontantopbrengste;

„bestuurskomitee” of „komitee”, die komitee aangestel om die siektebystandsfonds ooreenkomsdig die bepaling van klousule 4 van hierdie Ooreenkoms te administreer;

„Minister”, die Minister van Arbeid;

„bedryf” of „Wassery-, Droogskoonmaak- en Kleurbedryf” of „nywerheid”, sonder om die gewone betekenis van die uitdrukkings op enige wyse te beperk, die bedryf of nywerheid uitgeoefen in inrigtings waar artikels gewas, skoongemaak of gekleur word op bestelling van klante, en moet depots insluit waar sodanige artikels ontvang word ten teinde gewas, skoongemaak of gekleur te word op bestelling van klante.

4. ADMINISTRASIE.

(1) Hierby word 'n siektebystandsfonds voortgesit, soos tevore gestig tussen werkgewers en werknemers in die bedryf, bekend as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers, in hierdie Ooreenkoms die „fonds” genoem.

(2) Die fonds moet gefinansier word uit bydraes genoem in klousule 7 van hierdie Ooreenkoms en die bates van die bestaande siektebystandsfonds oorspronklik ingestel kragtens Goewermementskennisgewing No. 15 van 8 Januarie 1943.

(3) Die fonds moet gadministreer word deur 'n bestuurskomitee aangestel deur die Raad, bestaande uit drie verteenwoordigers van die werkgewers en drie van die werknemers, ooreenkomsdig 'n konstitusie deur die Raad goedgekeur. So-

may be amended by the Committee at any time, subject to approval by the Council. Copies of such constitution and any amendments thereto shall be lodged with the Secretary for Labour, Pretoria.

(4) Should at any time a dispute arise as to the provisions of the constitution or the administration of the fund in regard to which members of the management committee are equally divided, the matter shall be referred to the Council, and failing a settlement by the Council, the latter shall consider the question of arbitration in terms of its constitution.

(5) The management committee shall have the power to make and amend rules for the detailed administration of the fund, such rules not to be inconsistent with the provisions of this Agreement or of the fund's constitution.

5. OBJECTS.

The objects of the fund shall be—

(a) to raise funds—

- (i) by contributions from employees and employers as provided in Clause 7 of this Agreement; and
- (ii) by such other means as the management committee may deem desirable having regard to the purposes of the fund;

(b) to provide members of the fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP.

A member of the fund shall be any employee covered by this Agreement who is employed in the trade and who in terms of Clause 7 has paid at least one week's contribution to the fund; provided that employees in receipt of wages in excess of £50 per month, exclusive of cost of living allowance and incentive bonus, shall not be eligible for membership.

7. CONTRIBUTIONS.

(1) For the purpose of the fund each employer shall on the pay-day of each week, as and from the first pay-day after this Agreement comes into operation, deduct from the wages of each employee who has worked in that week, an amount of—

- (a) in the case of an employee earning a basic weekly wage of less than five pounds, five pence per week;
- (b) in the case of an employee earning a basic weekly wage of five pounds or over, eight pence per week.

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

(3) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the secretary of the fund on or before the 7th day of the month succeeding the month during which the deductions were required to be made, together with a statement showing the number and names of employees in each pay group from whom deductions were made.

8. BENEFITS.

Subject to the limitations and conditions set out in Clause 9, members shall be entitled to the following benefits:—

(1) The minimum benefits shall be:—

- (a) A member who has made not less than 13 consecutive weekly payments to the fund in terms of Clause 7 of this Agreement and who, because of sickness, is unable to work for a period of three consecutive working days or more, shall, on the production of a medical certificate, be paid for the period of working time lost by him, sick pay calculated at the rate of two thirds of his normal weekly wage, exclusive of cost of living allowance and incentive bonus, or of £5 per week, whichever is the lesser amount; provided that no payment shall be made for any period of such absence from work in excess of 13 weeks during any calendar year.
- (b) Free medical attention and services shall be provided by the Fund's duly appointed doctor.
- (c) Free medicines shall be provided on prescriptions from the fund's doctor.
- (d) Free dental services shall be provided by the fund's duly appointed dentist; provided that such services shall be confined to examinations, prophylaxis, extractions, fillings, X-rays and full or partial clearance under general anaesthesia, and shall exclude gold work and dentures;
- (e) Free optical examination by the fund's duly appointed optician.

(2) The cost of dentures and spectacles shall be met by the fund to an extent as may be determined by the management committee from time to time; provided that such dentures or spectacles are supplied by the fund's duly appointed dentist or optician, as the case may be.

danige konstitusie kan, onderworpe aan goedkeuring deur die Raad, te eniger tyd deur die komitee gewysig word. Kopieë van sodanige konstitusie en enige wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(4) Indien daar te eniger tyd 'n geskil insake die bepalinge van die konstitusie of die administrasie van die fonds ontstaan ten opsigte waarvan lede van die bestuurskomitee gelykop verdeel is, moet die saak na die Raad verwys word, en by gebreke aan beslegting deur die Raad, moet laasgenoemde die kwessie van arbitrasie kragtens sy konstitusie oorweeg.

(5) Die bestuurskomitee het die bevoegdheid om reëls vir die gedetailleerde administrasie van die fonds op te stel en te wysig, reëls wat nie strydig is met die bepalinge van hierdie Ooreenkoms of van die fonds se konstitusie nie.

5. DOELEINDES.

Die doeleindes van die fonds moet wees om—

(a) fondse in te samel—

- (i) met bydraes van werknemers en werkgewers soos in klousule 7 van hierdie Ooreenkoms bepaal; en
- (ii) met sodanige ander middele as wat die bestuurskomitee wenslik mag ag met inagneming van die doeleindes van die fonds;

(b) lede van die fonds te voorsien van sodanige bystand as wat in hierdie Ooreenkoms bepaal word.

6. LIDMAATSKAP.

'n Lid van die fonds moet enige werknemer wees deur hierdie Ooreenkoms gedek wat in diens is in die bedryf en wat kragtens klousule 7 minstens een week se bydrae tot die fonds betaal het; met dien verstande dat werknemers wat lone van meer as £50 per maand ontvang, met uitsluiting van lewenskoste-toelae en aansporingsbonus, nie vir lidmaatskap in aanmerking kom nie.

7. BYDRAES.

(1) Vir die doel van die fonds moet elke werkgewer op die betaaldag van elke week op en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, van die loon van elke werknemer in sy diens wat in daardie week gewerk het, 'n bedrag aftrek van—

- (a) in die geval van 'n werknemer wat 'n basiese weekloon van minder as £5 verdien, 5d. per week;
- (b) in die geval van 'n werknemer wat 'n basiese weekloon van £5 of meer verdien, 8d. per week.

(2) Aftrekkings moet gemaak word van betalings ontvang vir tydperke van besoldigde afwesighedsverlof en besoldigde vakansiedae asof die betrokke lede op die gewone manier by werk aanwesig was.

(3) Die totale bedrag aldus afgetrek van werknemers, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde aan die sekretaris van die fonds gestuur word op of voor die 7de dag van die maand wat volg op die maand waarin die aftrekkings gemaak moes word, tesame met 'n staat wat die getal en name van werknemers in elke betaalgroep aantoon van wie aftrekkings gemaak is.

8. BYSTAND.

Behoudens die beperkings en voorwaardes in klousule 9 is lede geregtig op die volgende bystand:—

(1) Die minimum bystand moet die volgende wees:—

- (a) 'n Lid wat minstens 13 agtereenvolgende weeklikse betalings aan die fonds kragtens klousule 7 van hierdie Ooreenkoms gedoen het en wat as gevolg van siekte nie in staat is om vir 'n tydperk van drie agtereenvolgende werkdagte of meer te werk nie, moet by die voorlegging van 'n doktersertifikaat, vir die tydperk van werktyd deur hom verloor, siektebesoldiging betaal word bereken teen die skaal van tweederdes van sy normale weekloon, met uitsluiting van lewenskoste-toelae en aansporingsbonus, of van £5 per week, watter ook al die kleinste bedrag is; met dien verstande dat geen betaling gedoen moet word vir enige tydperk van sodanige afwesigheid van werk bo 13 weke gedurende enige kalenderjaar nie.
- (b) Kostelose mediese behandeling en diens moet deur die fonds se behoorlik aangestelde dokter verskaf word.
- (c) Kostelose medisyne moet op die preskripsies van die fonds se dokter verskaf word.
- (d) Kostelose tandheelkundige diens moet deur die fonds se behoorlik aangestelde tandarts verskaf word; met dien verstande dat sodanige diens beperk moet word tot ondersoek, profilakse, uittrekkings, vullings, X-strale en volledige of gedeeltelike opruiming onder algemene verdoving; en moet goudwerk en kunsgebitte uitsluit.
- (e) Kostelose oogondersoek deur die fonds se behoorlik aangestelde oogarts.

(2) Die koste van kunsgebitte en brille moet deur die fonds gedra word in 'n mate wat van tyd tot tyd deur die bestuurskomitee vasgestel kan word; met dien verstande dat sodanige kunsgebitte of brille deur die fonds se behoorlik aangestelde tandarts of oogarts verskaf word, na gelang van die geval.

(3) Notwithstanding any provisions of sub-clause (1) of this clause, the management committee may, if in its opinion the resources of the fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said committee being entitled to exercise such discretion in respect of any individual member, or any portion of the membership, or of all the members.

9. LIMITATION OF BENEFITS.

(1) Members shall not receive from the fund any benefits if they have received or are entitled to receive substantially the same benefits in terms of any Government operated fund.

(2) A member who has been off work for a period of twelve consecutive months or more, because of sickness and/or other reasons; shall have no further claim upon the fund; provided that on resuming work in the trade such member shall be regarded as a new member of the fund for all purposes.

(3) Medical attention and service shall not include obstetrics, major surgery, treatment for venereal diseases, X-ray treatment, mid-wifery, electrical treatment and anaesthetics; provided that treatment in the case of a miscarriage shall be included in the benefits of the fund.

(4) No sick pay shall be payable to any member who is unemployed.

(5) A member who becomes ill as a result or by reason of misconduct, excessive indulgence in intoxicating liquors, addiction to drugs, contracting venereal disease, or by his own negligence, shall not be entitled to any benefits (including sick pay) by reason of such illness.

(6) A member who incurs costs by consulting medical officers or other practitioners not appointed by the fund, or who has prescriptions made up which are not issued by a medical officer of the fund, shall have no claim upon the fund; provided, however, that the management committee may, in its discretion, pay part of or the entire cost so incurred.

(7) The fund is not responsible for any hospital, nursing-home or operation fees, nor for payment of accounts submitted by practitioners not appointed by the fund; provided that members living outside the area of Johannesburg Municipality shall be entitled to call in any doctor, not a specialist, for two visits in respect of any one illness, for which the fund shall pay their fees.

(8) The fund is not responsible for payment for conveyance by ambulance or other vehicle to hospitals or nursing-homes or other places.

9. A claim for sick pay shall only be valid if it has been submitted to the fund within sixty days from the date of completion of the period of absence from work to which the claim refers, unless the management committee agrees to grant an extension of this time limit, where in its opinion circumstances warrant such extension.

10. SPECIAL DEDUCTIONS.

(1) Where any member of the fund desires to obtain dental and/or optical services through the assistance of the fund and the member is required to make a payment in respect of such services, either in full or in part, the management committee may authorise, in its discretion the acceptance from such member of a stop-order duly signed by him, authorising his employer to deduct from his wages the amount involved, either in one lump sum or by instalments.

(2) Upon receipt of a stop-order such as referred to in (1) above, the employer shall deduct the amounts stated from the wages of the employee concerned and forward the full amount so deducted during any one month to the secretary of the fund, within seven (7) days of the last pay-day of that month.

11. FINANCIAL CONTROL.

(1) Payment of benefits as set out in Clause 8 of this Agreement shall cease whenever the funds available to the fund fall below £250 (two hundred and fifty pounds) and shall recommence when the funds available are in excess of £1,000 (one thousand pounds).

(2) A banking account shall be opened in the name of the fund in which all moneys received by the fund shall be deposited.

(3) All payments by the fund shall be made by cheque drawn on the banking account of the fund, except for disbursements from petty cash, which shall not exceed £1 at a time. Cheques drawn for petty cash purposes shall not exceed £5 at a time.

(4) Cheques drawn on the fund's banking account shall be signed on behalf of the fund by any two of the following officials:—

The chairman of the Council.
The two vice-chairman of the Council.
The secretary of the fund.

(5) All moneys due to the fund shall be made payable to the fund and remitted to the secretary for deposit in the fund's banking account.

(3) Nieteenstaande enige bepalings van subklousule (1) van hierdie klousule kan die bestuurskomitee, as die middele van die fonds dit na sy mening regverdig, die minimum bystand hierin uiteengesit uitbrei of vermeerder, of enige van die kwalifiserende voorwaardes verslap; genoemde komitee is geregtig om sodanige diskresie uit te oefen ten opsigte van enige individuele lid of enige gedeelte van die lede of van al die lede;

9. BEPERKING VAN BYSTAND.

(1) Lede moet geen bystand van die fonds ontvang nie as hulle wesenlik dieselfde bystand ingevolge enige regeringsbeheerde fonds ontvang het of geregtig is om dit te ontvang nie.

(2) 'n Lid wat weens siekte en/of ander redes uit die werk was vir 'n tydperk van twaalf agtereenvolgende maande of langer, het geen verdere eis teen die fonds nie; met dien verstande dat wanneer werk in die bedryf hervat word, sodanige lid vir alle doeleindes as 'n nuwe lid van die fonds beskou word.

(3) Mediese behandeling en diens moet nie obstetrie, grotere snywerk, behandeling vir geslagsiektes, X-straalbehandeling, verloskunde, elektriese behandeling en verdowing insluit nie; met dien verstande dat behandeling in die geval van 'n miskraam in die bystand van die fonds ingesluit moet word.

(4) Geen siektebesoldiging moet betaalbaar wees aan 'n lid wat werkloos is nie.

(5) 'n Lid wat siek word as gevolg van of om rede van wan-gedrag, oormatige gebruik van bedwelkende drank, verslaafheid aan verdowingsmiddels, opdoen van geslagsiekte of deur sy eie agtelosigheid moet nie op enige bystand, insluitende siektebesoldiging, om rede van sodanige siekte geregtig wees nie.

(6) 'n Lid wat koste aangaan deur mediese beamptes of ander praktisyns te raadpleeg wat nie deur die fonds aangestel is nie, of wat preskripsies laat opmaak wat nie deur 'n mediese beampte van die fonds uitgereik is nie, het geen eis teen die fonds nie; met dien verstande egter dat die bestuurskomitee na sy goedge-dunke gedeelte of die hele koste aldus aangegaan, kan betaal.

(7) Die fonds is nie verantwoordelik vir enige hospitaal-, verpleeginrigting- of operasiegelde nie, ook nie vir die betaling van rekenings ingedien deur praktisyns wat nie deur die fonds aangestel is nie; met dien verstande dat lede wat buite die gebied van die Johannesburgse Munisipaliteit woon, geregtig moet wees om enige dokter in te roep, nie 'n spesialis nie, vir twee besoeke ten opsigte van enige enkele siekte, waarvoor die fonds hul gelde moet betaal.

(8) Die fonds is nie verantwoordelik vir betaling vir vervoer per ambulans of ander voertuig na hospitale of verpleeginrigtings of ander plekke nie.

(9) 'n Eis vir siektebesoldiging is slegs geldig as dit binne sestig dae na die datum van beëindiging van die tydperk van afwesigheid van die werk waarop die eis betrekking het by die fonds ingestel word, tensy die bestuurskomitee instem om 'n verlenging van die tydse beperking toe te staan waar omstandighede na sy mening sodanige verlenging regverdig.

10. SPESIALE AFTREKKINGS.

(1) Indien enige lid van die fonds tandheelkundige en/of oogkundige dienste deur die hulp van die fonds wil verkry en van die lid vereis word om 'n betaling ten opsigte van sodanige dienste te doen, of ten volle of gedeeltelik, kan die bestuurskomitee na sy goedge-dunke die aanname magtig van sodanige lid van 'n aftrek-order behoorlik deur hom geteken wat sy werkgever magtig om die betrokke bedrag van sy loon af te trek, of in een ronde som of in paaiemente.

(2) By ontvangs van 'n aftrekorder soos in (1) hierbo genoem, moet die werkgever die bedrae daarin genoem van die loon van die betrokke werknemer aftrek, en die volle bedrag aldus gedurende enige enkele maand afgetrek binne sewe (7) dae van die laaste betaaldag van daardie maand aan die sekretaris van die fonds stuur.

11. FINANSIËLE BEHEER.

(1) Betaling van bystand soos uiteengesit in klousule 8 van hierdie Ooreenkoms moet ophou wanneer die geld wat vir die fonds beskikbaar is onder £250 (tweehonderd-en-veertig pond) daal en moet weer begin wanneer die beskikbare geld meer as £1,000 (eenduisend pond) is.

(2) 'n Bankrekening moet op naam van die fonds geopen word waarin alle gelde deur die fonds ontvang, gestort moet word.

(3) Alle betalings deur die fonds moet per tjek plaasvind getrek op die bankrekening van die fonds, uitgesonderd vir uitbetalings uit kleinkas, wat nie meer as £1 op 'n keer moet wees nie. Tjeks vir doeleindes van kleinkas getrek, moet nie meer as £5 op 'n keer wees nie.

(4) Tjeks getrek op die fonds se bankrekening moet namens die fonds deur enige twee van die volgende beamptes geteken word:—

Die voorsitter van die Raad.
Die twee ondervoorsitters van die Raad.
Die sekretaris van die fonds.

(5) Alle gelde aan die fonds verskuldig, moet aan die fonds betaalbaar gemaak word en vir storting in die fonds se bankrekening aan die sekretaris gestuur word.

(6) The secretary shall have the power to endorse all cheques on behalf of the fund for deposit in the fund's banking account; provided that he or the management committee shall be entitled to appoint one or more alternates who shall be entitled to endorse cheques on behalf of the fund.

(7) All cheques drawn on the fund's banking account shall be made payable to "order" and crossed where circumstances permit.

(8) An auditor or auditors shall be appointed by the management committee for the purpose of auditing the accounts of the fund at least once every year.

(9) Not later than June in each year, the auditor or auditors shall prepare or cause to be prepared a statement showing for the period ended 31st December preceding—

- (a) all moneys received by the fund under the separate headings, in terms of Clause 7 of this Agreement and from any other sources;
- (b) the expenditure incurred under the separate headings.

(10) The auditor or auditors shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the fund, for the period ended 31st December preceding.

11. The audited statement and balance sheet, together with the auditor's report thereon, shall thereafter lie for inspection at the office of the fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

12. The management committee shall have the power to invest any surplus funds in a registered building society or Post Office savings account or in Union Loan Certificates.

12. LIQUIDATION OR DISSOLUTION.

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the fund shall continue to be administered by the committee until such fund be liquidated or until the assets are transferred to a fund duly constituted for substantially the same purposes as that for which the original fund was created.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the management committee at that time shall continue to administer the fund and the members of the committee existing at that date shall be deemed to be members thereof for such purposes; provided however, that any vacancy occurring on the committee may be filled by the Minister from employers or employees in the trade, as the case may be, so as to ensure an equality of employer and employee representation on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, 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.

(3) Upon liquidation of the fund in terms of sub-clause (1) above 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 general funds of the Council, and if the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

13. INDEMNITY.

The members of any management committee or of any sub-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.

14. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent or agents, in accordance with the provisions of the Act, to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

15. 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 sub-clause (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 licence of exemption whether or not the period for which the exemption was granted has expired.

(6) Die sekretaris moet die bevoegdheid hê om alle tjeks namens die fonds vir storting in die fonds se bankrekening te endorseer; met dien verstande dat hy of die bestuurskomitee geregtig moet wees om een of meer plaasvervangers aan te stel wat geregtig moet wees om tjeks namens die fonds te endorseer.

(7) Alle tjeks wat op die fonds se bankrekening getrek word, moet aan „order” betaalbaar gemaak word en gekruis word waar omstandighede dit toelaat.

(8) 'n Ouditeur of ouditeurs moet deur die bestuurskomitee aangestel word met die doel om die rekenings van die fonds minstens een keer elke jaar te ouditeer.

(9) Nie later as Junie elke jaar nie moet die ouditeur of ouditeurs 'n staat-opstel of laat opstel vir die tydperk geëindig die voorgaande 31ste Desember wat aantoon—

- (a) alle geld deur die fonds onder die aparte hofies ontvang kragtens klousule 7 van hierdie Ooreenkoms en uit enige ander bronne;
- (b) die uitgawe aangegaan onder die aparte hofies.

(10) Die ouditeur of ouditeurs moet ook 'n balanstaat opstel of laat opstel wat die bates en laste van die fondse vir die tydperk geëindig die voorgaande 31ste Desember aantoon.

(11) Die geouditeerde staat en balanstaat, tesame met die ouditeur se verslag daaroor, moet daarna ter insae op die kantoor van die fonds lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(12) Die bestuurskomitee moet die bevoegdheid hê om enige surplusfondse in 'n geregistreerde bougenootskap of posspaar-bankrekening of in Unieleningsertifikate te belê.

12. LIKWIDASIE OF ONTBINDING.

(1) Ingeval hierdie Ooreenkoms deur tydsverloop of om enige ander rede verval, moet die fonds steeds deur die komitee geadministreer word totdat sodanige fonds gelikwedeer is of totdat die bates oorgedra word aan 'n fonds wat vir wesenlik dieselfde doeleindes ingestel is as dié waarvoor die oorspronklike fonds ingestel is.

(2) Ingeval die Raad ontbind of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is kragtens die Wet, moet die bestuurskomitee op daardie tyd voortgaan om die fonds te administreer en die lede van die komitee wat op daardie datum bestaan, moet vir sodanige doeleindes as lede daarvan geag word. Met dien verstande egter dat enige vakature wat in die komitee ontstaan deur die Minister uit werkgewers en werknemers in die bedryf, al na die geval, gevul kan word, ten einde 'n gelykheid van werkgewer- en werknemer-verteenvoording in die komitee te verseker. Ingeval sodanige komitee onwillig is of nie in staat om sy pligte te vervul nie of 'n staking van stemme daarin voorkom wat die administrasie van die fonds onuitvoerbaar of onwenslik maak na die mening van die Minister, kan hy 'n kurator of kurators aanstel om die pligte van die komitee uit te voer en wat al die bevoegdhede van die komitee vir sodanige doeleindes moet hê.

(3) By ontbinding van die fonds ingevolge subklousule (1) hierbo, moet dié geld wat in die krediet van dié fonds oorbly na betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasielaste in die algemene fondse van die Raad inbetaal word en as die sake van die Raad reeds berekender en sy bates uitgedeel is, moet die balans van die fonds uitgedeel word soos bepaal by artikel vier-en-dertig (4) van die Wet asof dié deel van die algemene fondse van die Raad uitgemaak het.

13. SKADELOOSSTELLING.

Die lede van enige bestuurskomitee of van enige onderkomitee en die beamptes en werknemers van die fonds moet nie aanspreeklik wees vir die skulde en laste van die fonds nie en hulle word hierby deur die fonds skadeloos gestel teen alle verliese en uitgawes deur hulle gely en aangegaan in die bona fide uitvoering van hul pligte.

14. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms. Dit moet die plig van elke werkgewer en elke werknemer wees om sodanige agent of agente ooreenkomstig die bepalings van die Wet toe te laat om sodanige ondersoek in te stel en sodanige boeke en/of dokumente te ondersoek of beslag daarop te lê en om sodanige persone te ondervra as wat vir hierdie doel nodig kan wees.

15. VRYSTELLING.

(1) Die Raad mag vrystelling aan of ten opsigte van enige persoon van enige van die bepalings van hierdie ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) hierbo verleen is, die voorwaardes vasstel waaronder sodanige vrystelling toegestaan word en die tydperk waarin sodanige vrystelling van krag moet wees; met dien verstande dat die Raad, as hy d't goed-dink, nadat een week se kennisgewing skriftelik aan die betrokke persoon of persone gegee is, enige vrystellingslisensie kan intrek hetsy die tydperk waarvoor die vrystelling toegestaan is, verstryk het of nie.

(3) The secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) hereof subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

(6) The secretary of the Council shall forward to the Department of Labour a copy of all exemptions granted under this clause.

16. EXHIBITION OF AGREEMENT.

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

17. 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 Johannesburg on behalf of the parties, this 6th day of February, 1957, by virtue of a resolution passed by the Industrial Council on the 30th January, 1957, in terms of section thirty-one of the Industrial Conciliation Act, 1956.

JULIUS LEWIN, *Chairman*,
C. A. HENDERSON, *Vice-Chairman*,
M. KAGAN, *Secretary*.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is 'n lisensie uitreik wat deur hom geteken is en wat die volgende aantoon:—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) hiervan, waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag moet wees.

(4) Die sekretaris van die Raad moet—

- (a) alle uitgereikte lisensies in volgorde nummer;
- (b) 'n kopie bewaar van elke lisensie uitgereik; en
- (c) waar 'n vrystelling aan 'n werknemer toegestaan is, 'n kopie van die vrystellingslisensie aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingslisensie nakom wat kragtens hierdie klousule uitgereik word.

(6) Die sekretaris van die Raad moet 'n kopie van alle vrystellings kragtens hierdie klousule uitgereik, aan die Departement van Arbeid stuur.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf by die regulasies kragtens die Wet, in elk van sy inrigtings vertoon hou, met inbegrip van ontvangdepots maar met uitsluiting van voertuie, in 'n plek wat maklik vir sy werknemers toeganklik is.

17. ULTRA VIRES.

Ingeval enige van die bepalings van hierdie Ooreenkoms *ultra vires* deur enige bevoegde geregshof verklaar word, moet dit beskou word dat die orige bepalings van hierdie Ooreenkoms die Ooreenkoms is en moet van krag bly vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 6de dag van Februarie 1957 kragtens artikel een-en-dertig van die Wet op Nywerheidsversoening, 1956, in Johannesburg onderteken ingevolge 'n besluit deur die Nywerheidsraad geneem op die 30ste dag van Januarie 1957.

JULIUS LEWIN, *Voorsitter*,
C. A. HENDERSON, *Ondervoorsitter*,
M. KAGAN, *Sekretaris*.



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