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UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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GOEWERMENSKENNISGEWING.

Onderstaande Goewermenskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 1086.] [19 Julie 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

GROEPSLEWE- EN VOORSORGSFONDS-
OOREENKOMS.

Ek, PAUL OLIVER SAUER, Waarnemende 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 hierby verskyn en betrekking het op die Elektrotegniese Nywerheid (Natal), van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat vyf jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies 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 paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 1, 2 (1) en 7, van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat vyf jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in verband met—
- (i) die werksaamhede wat uiteengesit is in paragraaf (a), (b) en (c) van die omskrywing van „elektrotegniese nywerheid” in klousule 3 van genoemde Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;
- (ii) die werksaamhede wat uiteengesit is in paragraaf (d) van die omskrywing van „elektrotegniese nywerheid” in klousule 3 van genoemde Ooreenkoms ten opsigte van die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

P. O. SAUER,
Waarnemende Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

No. 1086.] [19 July 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY (NATAL).

GROUP LIFE AND PROVIDENT FUND
AGREEMENT.

I, PAUL OLIVER SAUER, Acting 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 Electrical Industry (Natal), shall be binding from the second Monday after the date of publication of this notice and for the period ending five 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 unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 1, 2 (1) and 7, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in—
- (i) the operations set forth in paragraphs (a), (b) and (c) of the definition of “Electrical Industry” in clause 3 of the said Agreement in the Municipal Areas of Durban and Pietermaritzburg;
- (ii) the operations set forth in paragraph (d) of the definition of “Electrical Industry” in clause 3 of the said Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

P. O. SAUER,
Acting Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIese
NYWERHEID (NATAL).

OOREENKOMS

ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, ten einde voorsiening te maak vir die betaling van bydraes tot 'n fonds wat ingestel gaan word en bekend sal staan as die „Groepslewe- en Versorgingsfonds vir die Elektrotegniese Nywerheid (Natal)” (hierna „die Fonds” genoem), gesluit en aangegaan tussen die

Electrical Engineering and Allied Industries Association
en die
Radio, Refrigeration and Electrical Appliance Association of South Africa

aan die een kant (hierna „die werkgewers” of „die werkgewers-organisasies” genoem), en die

South African Electrical Workers Association
en die

Amalgamated Engineering Union

aan die ander kant (hierna „die werknemers” of „die vakverenigings” genoem), wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal) (hierna „die Raad” genoem).

1. GELDIGHEIDSDUUR VAN DIE OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum, na die datum waarop die Ooreenkoms vir en namens die partye geteken is, wat deur die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, vasgestel kan word, en, behoudens subklousule (4) van klousule 5 van die Ooreenkoms, bly dit van krag vir vyf jaar of vir 'n tydperk wat die Minister kan bepaal.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Behalwe soos anders in hierdie klousule bepaal, is die bepalings van hierdie Ooreenkoms van toepassing op, en moet in die Elektrotegniese Nywerheid (Natal) nagekom word deur alle werkgewers en werknemers wat onderskeidelik lede is van die werkgewersorganisasies en vakverenigings en wat betrokke is by of in diens is in verband met—

(a) die werksaamhede wat uiteengesit is in paragrawe (a), (b) en (c) van die omskrywing van „elektrotegniese nywerheid” in klousule 3 van hierdie deel van die Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;

(b) die werksaamhede wat uiteengesit is in paragraaf (d) van die omskrywing van „elektrotegniese nywerheid” in klousule 3 van hierdie deel van die Ooreenkoms ten opsigte van die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu;

en is van toepassing op vakleerlinge, ongeag hulle loonskaal.

(2) Die bepalings van die Ooreenkoms is nie van toepassing op werkgewers en werknemers wat deelneem aan enige fonds wat voorsorgs- en/of pensioenvoordele verskaf en wat bestaan op die datum waarop die Ooreenkoms in werking tree, terwyl sulke fondse steeds van krag is nie.

(3) Ondanks die bepalings van subklousule (2) is die bepalings van die Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word nie, of ophou om gedek te word deur 'n fonds wat in daardie subklousule genoem word.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms gebesig waarvan die betekenis in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en by 'n verwysing na 'n wet is ook enige wysiging van sodanige wet inbegrepe; verder, tensy dit in stryd is met die sinsverband, 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;

„Raad”, die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

„werknemer”, 'n werknemer in diens op enigeen van die klasse werk ingelys teen 'n gekonsolideerde skaal van minstens 2s. 1d. per uur in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 161 van 1 Februarie 1957 (hierna die „Nywerheids-ooreenkoms” genoem), en sluit 'n vakleerling in, ongeag sy loonskaal;

„inrigting”, enige perseel waarin of waarop die Nywerheid, of enige gedeelte daarvan, soos hierin omskryf, uitgeoefen word;

„elektrotegniese nywerheid” of „nywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van ondergemelde:—

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting, wat 'n integrerende en permanente deel van 'n gebou uitmaak, met inbegrip van bedrading, kabellaswerk en kabelleging, die konstruksie en bogrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen of die materiaal berei word op die terrein van die geboue of bouwerke of elders;

SCHEDULE.

ELECTRICAL INDUSTRIAL COUNCIL (NATAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, to provide for the payment of contributions to a fund to be established and known as The Electrical Industry (Natal) Group Life and Provident Fund (hereinafter referred to as “the fund”), made and entered into between the—

Electrical Engineering and Allied Industries Association,
and the

Radio, Refrigeration and Electrical Appliance Association of South Africa

of the one part (hereinafter referred to as the “employers” or “the employers' organisations”) and the

South African Electrical Workers Association
and the

Amalgamated Engineering Union

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

being parties to the Industrial Council for the Electrical Industry (Natal) (hereinafter referred to as the “Council”).

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date subsequent to the date of the signing of the Agreement for and on behalf of the parties as may be fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall subject to sub-clause (4) of clause 5, remain in force for five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed by all employers and employees in the Electrical Industry (Natal) who are members of the employers' organisations and trade unions respectively, and who are engaged or employed in—

(a) the operations set forth in paragraphs (a), (b) and (c) of definition of “Electrical Industry (Natal)” in clause 3 of this Agreement in the Municipal Areas of Durban and Pietermaritzburg;

(b) the operations set forth in paragraph (d) of the definition of “Electrical Industry (Natal)” in clause 3 of this Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu,

and shall apply to apprentices irrespective of wage rates.

(2) The terms of this Agreement shall not apply to employers and employees participating in any fund providing provident and/or pension benefits which is in existence at the date of coming into operation of this Agreement, while such funds continue to operate.

(3) Notwithstanding the provisions of sub-clause (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that sub-clause.

3. DEFINITIONS.

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

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

“Council” means the Electrical Industrial Council (Natal);

“employee” means an employee employed on any of the classes of work scheduled at a consolidated rate of not less than 2s. 1d. per hour in the Agreement published under Government Notice No. 161 of the 1st February, 1957 (hereinafter referred to as “the Industrial Agreement”), and includes an apprentice irrespective of his wage rate;

“establishment” means any premises wherein or whereon the industry, or part thereof, as herein defined, is carried on;

“Electrical Industry (Natal)” or “Industry” means the industry in which employers and employees are associated for any or all of the following:—

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto whether the work is performed, the material is prepared on the site of the buildings or structure or elsewhere;

- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat saamgaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaswerk en kabellegging, die konstruksie van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen of die materiaal berei word op die terrein van die geboue of bouwerke of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, verandering, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaswerk en kabellegging, die oprigting van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen of die materiaal berei word op die terrein van die geboue of bouwerke of elders;
- (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, kabellaswerk en kabellegging, die oprigting van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort;

en vir die toepassing van hierdie omskrywing omvat „elektriese uitrusting” —

- (i) elektriese kables en bognondse lyne;
- (ii) generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relays, kontraktors, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting, verwarming, kook, bevroesing en verkoeling, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiostelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting.

en voorts, vir die toepassing van hierdie omskrywing, omvat „ontwerp, bereiding, oprigting, installering, herstel en onderhoud” nie die volgende nie: —

- (i) Die vervaardiging en/of inmeekaarsit 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 tikmasjiene en kantoortoestelle;
- (v) die vervaardiging en/of monteer en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

4. LIDMAATSKAP.

Ingelyste werknemers en oningelyste werknemers vir wie die werkgewers bydraes maak, is lede van die Fonds by sy oprigting.

Vir die toepassing van hierdie klousule en van klousule 5 van hierdie Ooreenkoms beteken —

- „ingelyste werknemer”, ’n werknemer soos omskryf in klousule 3 van die Ooreenkoms (woordomskrywings); en
- „oningelyste werknemer”, onderhewig aan die voorbehoud in subklousule (2) van klousule 5, enige ander werknemer in diens van ’n werkgewer.

5. BYDRAES.

(1) Bydraes moet deur die werknemers gedoen word vanaf die datum van inwerkingtreding van die Ooreenkoms soos hierna bepaal. Vir elke werknemer moet die werkgewer 2d. per uur bydra —

- (i) vir gewone ure gewerk (oortyd uitgesonderd);
- (ii) vir gewone tyd waarin ’n werknemer met betaalde verlof is of van sy werk afwesig is as gevolg van siekte of ’n besering op diens of met die toestemming van die werkgewer; en
- (iii) vir die gewone werkure van daardie dag van die week op besoldigde openbare vakansiedae;

met dien verstande dat as die gewone werkure wat deur ’n inrigting nagekom word, minder as 46 uur per week is, bykomende bydraes teen die uurskalk deur die werkgewer gedoen moet word vir die verskil in ure tussen die gewone werkure van sy werknemers en 46 uur.

(2) Bydraes bereken ooreenkomstig subklousule (1) kan vir oningelyste werknemers na goeddunke van die werkgewer gedoen word; met dien verstande dat sodanige werknemers ’n uurloon moet ontvang van minstens 1s. 7d. per uur of besoldiging wat, met uitsluiting van enige bedrag betaal as lewenskostetoclae, die ekwivalent is van minstens 1s. 7d. per uur.

(3) Die bedrag betaalbaar iedere maand ooreenkomstig hierdie klousule moet op of voor die 15de dag van die maand wat onmiddellik volg, aan die Raad gestuur word en wel soos volg: —

Aan die Sekretaris,

Nywerheidsraad vir die

Elektrotegniese Nywerheid (Natal),

Posbus 722,

Durban;

tesame met ’n staat in ’n vorm wat van tyd tot tyd voorgeskryf word.

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

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;

(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;

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, contractors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, domestic electrical equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment.

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

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise; and
- (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.

4. MEMBERSHIP.

Scheduled employees and unscheduled employees for whom the employers make contributions shall be members of the Fund upon its establishment.

For the purposes of this clause and of clause 5 of this Agreement —

“scheduled employee” means an employee as defined in clause 3 of this Agreement (Definitions); and

“unscheduled employee” means, subject to the proviso in sub-clause (2) of clause 5, any other employee in the employ of an employer.

5. CONTRIBUTIONS.

(1) Contributions shall be made by the employers as from the date of coming into operation of this Agreement as herein-after provided. For each employee the employer shall contribute 2d. per hour —

- (i) for ordinary hours worked (exclusive of overtime);
- (ii) for ordinary time in which an employee is on paid leave or is absent from work on account of sickness or an injury on duty or with the permission of the employer; and
- (iii) for ordinary hours of work of that day of the week on paid public holidays;

provided that if the ordinary hours of work observed in any establishment are less than 46 hours per week, additional contributions at the hourly rate shall be made by the employer for the difference in hours between the ordinary working hours of his employees and 46 hours.

(2) Contributions calculated in accordance with sub-clause (1) may be made at the discretion of the employer for unscheduled employees, provided such employees are receiving an hourly wage of not less than 1s. 7d. per hour or remuneration which, excluding any amount paid as cost of living allowance, is equivalent of not less than 1s. 7d. per hour.

(3) The amount payable in each month in terms of this clause shall be forwarded to the Council by not later than the fifteenth day of the month immediately following as follows: —

To the Secretary,

Electrical Industrial Council (Natal),

P.O. Box 722, Durban;

together with a statement in such form as may from time to time be prescribed.

(4) Alle bydraes deur die Raad ontvang moet in 'n bank of in banke en/of bougenootskappe inbetaal en vir die krediet van die Fonds gehou word en na die oprigting van die Fonds moet dit van tyd tot tyd aan die Fonds oorbetal word; met dien verstande dat as die Fonds nog nie opgerig is teen die tyd wat een jaar verstryk het van die datum van die inwerkingtreding van hierdie Ooreenkoms nie, sal die bydraes verskuldig kragtens hierdie klousule ophou om verskuldig te wees en wel vanaf die twaalfde maand gereken vanaf die datum van die inwerkingtreding van die Ooreenkoms, en die bydraes wat kragtens hierdie klousule gedoen is, is dan weer aan die werkgewers terugbetaalbaar en moet binne die verdere tydperk van vier maande terugbetaal word. Vir die doel van hierdie en ander bepalings van hierdie klousule moet die Raad rekords hou van die bydraes wat van die werkgewers ontvang word, en die bedrag wat aan 'n werkgewer teruggestuur moet word (as daar is), sal die bedrag wees wat in die krediet van die betrokke werkgewer staan.

6. ADMINISTRASIE.

(1) Na sy oprigting moet die Fonds ooreenkomstig die reëls van die Fonds geadminestreer word. Sulke reëls mag nie strydig met die bepalings van die Wet op Nywerheidsversoenings wees nie, en 'n eksemplaar van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om gedurende die looptyd van hierdie Ooreenkoms te werk, moet die Bestuursraad, wat ooreenkomstig die konstitusie van die Fonds aangestel is, die werk van die Raad ten opsigte van hierdie Ooreenkoms oorneem. As die Bestuursraad nie aangestel is nie of as hy nie in staat is of ingewillig is om die werk te doen, kan die Minister kurators aanstel om dié Raad se werk te doen. Die Bestuursraad of kurators aldus aangestel, sal vir die toepassing van hierdie Ooreenkoms al die bevoegdhede hê wat aan die Raad verleen is. Betaling (as daar is) vir die dienste van die kurators moet deur die Fonds gedra word.

7. AGENTE.

'n Agent van die Raad het die reg om enige inrigting binne te gaan en hy kan die werkgewer of enige van die werknemers ondervra, die rekords nagaan en enige inligting inwin ten einde vas te stel of die bepalings van die Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS.

(1) Die Raad of die uitvoerende komitee kan vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad, Posbus 722, Durban, gedoen word.

(3) Die Raad of uitvoerende komitee, na gelang van die geval, moet die voorwaardes vasstel waarvolgens sodanige vrystelling van krag sal wees, en kan, as hy dit goedvind, nadat een week kennis aan die betrokke persoon gegee is, enige vrystellingslisensie intrek, hetsy die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in die vorm voorgeskryf by regulasie kragtens die Wet, in leesbare druk en in albei amptelike tale van die Unie, op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede, die 18de dag van April 1957, in Durban, onderteken.

G. B. ELLIOT, *Voorsitter.*

D. F. ANTHONY, *Ondervoorsitter.*

J. R. MARWICK, *Sekretaris.*

(4) All contributions received by the Council shall be paid into a bank or banks and/or building societies and shall be held in credit for the Fund and shall from time to time be paid over to the Fund upon the establishment of same: provided that if the Fund is not established by the time that one year has elapsed from the date of coming into force of this Agreement, the contributions due under this clause shall cease to be due as from the twelfth month reckoned from the date of the Agreement coming into force and the contributions made in terms of this clause shall thereupon become returnable to the employers and be returned within the further period of four months. For the purpose of these and other provisions of this clause the Council shall keep a record of the contributions received from the employers and the amount to be returned to an employer, if any, shall be the amount standing to the credit of the employer concerned.

6. ADMINISTRATION.

(1) Upon its establishment the Fund shall be administered in accordance with the rules of the Fund. Such rules shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act and a copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of this Agreement. If the Board of Management has not been appointed or if it should be unable or unwilling to perform such duties the Minister may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS.

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS.

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 722, Durban.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which such exemption shall be valid, and may if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

9. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by regulations under the Act, in legible characters, in both official languages of the Union.

Signed at Durban on behalf of the parties on this 18th day of April, 1957.

G. B. ELLIOT, *Chairman.*

D. F. ANTHONY, *Vice-Chairman.*

J. R. MARWICK, *Secretary.*

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