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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR

No. 745.] [15 May 1959.

INDUSTRIAL CONCILIATION ACT, 1956.

MOTOR TRANSPORT UNDERTAKING (GOODS).

DEATH BENEFIT FUND AGREEMENT.

I, JOHANNES DE KLERK, Minister of Labour, do hereby, 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 Motor Transport Undertaking (Goods) 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' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union.

J. DE KLERK,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR TRANSPORT UNDERTAKING (GOODS).

AGREEMENT

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

Motor Transport Owners' Association of South Africa (hereinafter referred to as the "employers' organisation"), of the one part and the

Motor Transport Workers' Union (South Africa) (hereinafter referred to as the "trade union"), of the other part; being the parties to the Industrial Council for the Motor Transport Undertaking (Goods).

1. SCOPE OF APPLICATION AND PERIOD OF OPERATION OF AGREEMENT.

(1) The terms and provisions of this Agreement shall be observed in the Magisterial Districts of Odendaarsrus, Ventersburg, Welkom, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Krugersdorp, Roodepoort, Vereeniging, Vanderbijlpark, and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, as amended, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17, and that portion of the Kempton Park Magisterial District which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial Districts of Germiston, Johannesburg, Boksburg and Benoni, by all employers engaged in the Motor Transport Undertaking (Goods), who are members of the employers' organisation, and by the employees of such employers who are members of the trade union.

(2) 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 five (5) years or for such period as may be determined by him.

A-6277857

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID

No. 745.] [15 Mei 1959.

WET OP NYWERHEIDSVERSOENING, 1956.

MOTORVERVOERONDERNEMING (GOEDERE).

STERFTEBYSTANDFONDSOOREENKOMS.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby, 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 hiervan verskyn en op die Motorvervoeronderneming (Goedere) betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is.

J. DE KLERK,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MOTORVERVOERONDERNEMING (GOEDERE).

OOREENKOMS

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

Motor Transport Owners' Association of South Africa (hierna die „werkgewersorganisasie” genoem), aan die een kant, en die

Motor Transport Workers' Union (South Africa) (hierna die „vakvereniging” genoem), aan die ander kant, wat partye is by die Nywerheidsraad vir die Motorvervoeronderneming (Goedere).

1. BESTEK VAN TOEPASSING EN GELDIGHEIDSDUUR VAN OOREENKOMS.

(1) Die voorwaardes en bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Odendaarsrus, Ventersburg, Welkom, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Delmas, Krugersdorp, Roodepoort, Vereeniging, Vanderbijlpark en daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, soos gewysig, binne die landdrosdistrik Krugersdorp geval het, maar met uitsluiting van die plaas Holfontein No. 17, en daardie gedeelte van die landdrosdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrikte Germiston, Johannesburg, Boksburg en Benoni geval het, deur alle werkgewers wat in die Motorvervoeronderneming (Goedere) werksaam is, en wat lede van die werkgewersorganisasie is, en deur die werknemers van sodanige werkgewers wat lede van die vakvereniging is.

(2) Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel agt-en-veertig van die Wet vasgestel word en bly vyf (5) jaar lank van krag of vir 'n tydperk wat hy bepaal.

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2. DEFINITIONS.

(1) Unless the contrary intention appears, 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 the Act, shall include any amendment to such Act, and, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“Company” means the Benefit Fund for the Motor Transport Undertaking (Pty.), Ltd., registered on the 11th September, 1958;

“Council” means the Industrial Council for the Motor Transport Undertaking (Goods);

“driver” means a driver as defined in the Main Agreement, employed in the Motor Transport Undertaking by a member of the employers' organisation who is a member and in good standing of the trade union;

“Main Agreement” means the agreement of the Council published under Government Notice No. 979 of the 4th July, 1958;

“Management Committee” means a committee established in terms of section twenty-five of the Act, consisting of an equal number of employer and employee representatives, and which may include employers and/or employees in the Undertaking serving as directors of the Company;

“Motor Transport Undertaking (Goods) (hereinafter referred to as “the Undertaking”) shall have the same meaning as defined in the Main Agreement;

“owner driver” means an owner driver as defined in the Main Agreement.

3. ESTABLISHMENT AND OBJECTS OF FUND.

There is hereby established a fund to be known as the Motor Transport Death Benefit Fund (hereinafter referred to as “the Fund”), the objects of which shall be to provide death benefits for the dependants of and, in the discretion of the Management Committee, permanent disability benefits to drivers in the Undertaking.

4. MEMBERSHIP.

(1) (a) Membership of the Fund shall be compulsory for all drivers who are members of the trade union, who are employed by members of the employers' organisation and who have attained the age of 21 years, but who have not attained the age of 65 years.

(b) Membership of the Fund shall be voluntary for—

(i) owner-drivers in the Undertaking who are members of the employers' organisation and have attained the age of 21 years, but who have not attained the age of 65 years;

(ii) drivers who are not members of the trade union, who are employed by members of the employers' organisation and have attained the age of 21 years, but who have not attained the age of 65 years, whose applications for membership are approved by the Management Committee;

(iii) Officials or employees of the Council, employers' organisation or trade union whose applications for membership are approved by the Management Committee.

The granting of membership under paragraphs (ii) and (iii) above shall be in the absolute discretion of the Management Committee.

(2) Every member of the Fund shall complete the form prescribed in Annexure “A” to this Agreement and lodge such completed form with the Secretary of the Council within one month of the date on which—

(a) this agreement comes into operation if employed in the Undertaking at that date;

(b) he enters or re-enters or becomes employed in the Undertaking as a driver.

5. CONTRIBUTIONS.

(1) Every member of the Fund shall contribute an amount of 1s. to the Fund in respect of each week of his employment in the Undertaking from the date of coming into operation of this Agreement or the date on which he becomes a member of the Fund, whichever is the later.

(2) The contributions specified in sub-clause (1) above shall be paid as follows:—

(a) In the case of members referred to in clause 4 (1) (a) of this Agreement, the contributions shall be deducted by the employer from the member's wage on the first pay day after this Agreement comes into operation and weekly thereafter, on the usual pay day, in the case of a weekly paid member, and on the first pay day after this Agreement comes into operation and on each pay day thereafter in the case of a monthly paid member. The contributions so deducted shall be forwarded by the employer to the Secretary of the Council, 210/215, Fleetway House, 208 Bree Street, Johannesburg, not later than the 15th day of each month;

(b) in the case of members referred to in clause 4 (1) (b) (ii) of this Agreement, the contributions shall be deducted by the employer from the member's wage on the first pay day

2. WOORDOMSKRYWING.

(1) Tensy die teenoorgestelde bedoeling blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebruyk word en wat in die Wet op Nywerheidsversoenig, 1956, omskryf is, dieselfde betekenis as in dié Wet; 'n verwysing na die Wet sluit wysigings daarvan in en, tensy strydig met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoenig, 1956;

„Maatskappy”, die Bystandfonds vir die Motorvervoeronderneming (Goedere) (Edms.), Bpk., geregistreer op 11 September 1958;

„Raad”, die Nywerheidsraad vir die Motorvervoeronderneming (Goedere);

„drywer”, 'n drywer soos omskryf in die Hoofooreenkoms, in diens geneem in die Motorvervoeronderneming deur 'n lid van die werkgewersorganisasie wat 'n volwaardige lid van die vakvereniging is;

„Hoofooreenkoms”, die ooreenkoms van die Raad wat by Goewermentskenningsgewing No. 979 van 4 Julie 1958, gepubliseer is;

„bestuurskomitee”, 'n komitee wat ooreenkomstig artikel vyf-en-twintig van die Wet ingestel is en wat bestaan uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers en wat werkgewers en/of werknemers in die onderneming, werksaam as direkteurs van die Maatskappy, kan insluit;

„Motorvervoeronderneming (Goedere)” (hierna „die Onderneming” genoem) dieselfde as in die Hoofooreenkoms;

„eienaar-drywer”, 'n eienaar-drywer soos in die Hoofooreenkoms omskryf.

3. STIGTING EN DOELWIT VAN FONDS.

Hierby word 'n fonds gestig, bekend as die Sterfbystandfonds vir die Motorvervoernywerheid (hierna „die Fonds” genoem) waarvan die doelwit is om die afhanklikes van drywers te voorsien van sterfbystand en om, na goeddunke van die bestuurskomitee, drywers in die Onderneming van bystand te voorsien in die geval van blywende ongeskiktheid.

4. LIDMAATSKAP.

(1) (a) Lidmaatskap van die Fonds is verpligtend vir alle drywers wat lede is van die vakvereniging, wat werksaam is by lede van die werkgewersorganisasie en wat die ouderdom van 21 jaar bereik het maar nie die ouderdom van 65 jaar nie.

(b) Lidmaatskap van die Fonds is vrywillig vir—

(i) eienaar-drywers in die Onderneming wat lede is van die werkgewersorganisasie en wat die ouderdom van 21 jaar bereik het maar nie die ouderdom van 65 jaar nie;

(ii) drywers wat nie lede van die vakvereniging is nie, wat werksaam is by lede van die werkgewersorganisasie en die ouderdom van 21 jaar bereik het maar nie die ouderdom van 65 jaar nie, en wie se aansoek om lidmaatskap deur die Bestuurskomitee goedgekeur is;

(iii) amptenare of werknemers van die Raad, werkgewersorganisasie of vakvereniging wie se aansoek om lidmaatskap deur die bestuurskomitee goedgekeur is.

Die toestaan van lidmaatskap kragtens paragrawe (ii) en (iii) hierbo berus uitsluitlik by die oordeel van die bestuurskomitee.

(2) Elke lid van die Fonds moet die vorm voorgeskryf in Aanhangsel „A” van hierdie Ooreenkoms, invul, en sodanige vorm by die Sekretaris van die Raad indien binne 'n maand na die datum waarop—

(a) hierdie Ooreenkoms in werking tree, indien hy op die datum by die Onderneming in diens was;

(b) hy as 'n drywer in diens tree of opnuut in diens tree of in diens geneem word by die Onderneming.

5. BYDRAES.

1. Elke lid van die Fonds moet 'n bedrag van 1s. tot die Fonds bydra ten opsigte van elke week diens wat hy in die Onderneming het vanaf die datum van inwerkingtreding van hierdie Ooreenkoms of, na gelang van die jongste, die datum waarop hy 'n lid van die Fonds word.

2. Die bydraes in subklousule (1) hierbo uiteengesit, moet soos volg betaal word:—

(a) In die geval van lede in klousule 4 (1) (a) van hierdie Ooreenkoms genoem, moet die werkgewer op die eerste betaaldag na die inwerkingtreding van die Ooreenkoms en wekeliks daarna die bydraes van die lid se loon aftrek, op die gewone betaaldag, in die geval van 'n wekeliks besoldigde lid, en op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke daaropvolgende betaaldag, in die geval van 'n maandeliks besoldigde lid. Die bydraes aldus afgetrek, moet voor of op die 15de dag van elke maand deur die werkgewer aan die Sekretaris van die Raad, Fleetwaygebou 210/215, Breestraat 208, Johannesburg, gestuur word;

(b) in die geval van lede in klousule 4 (1) (b) (ii) van hierdie Ooreenkoms genoem, moet die werkgewer die bydraes van die lid se loon op die eersvolgende betaaldag na die datum

succeeding the date upon which he is admitted to membership of the Fund and weekly thereafter, on the usual pay day in the case of a weekly paid member and on the first pay day succeeding the date upon which he is admitted to membership of the Fund and on each pay day thereafter in the case of a monthly paid member. The contributions so deducted shall be forwarded by the employer to the Secretary of the Council, not later than the 15th day of each month;

provided that where by reason of absence from work for any of the causes mentioned in sub-clause (3) a member has no wage owing to him on any such pay day, the contributions shall be deducted on the pay day following upon his resumption of work.

(c) In the case of members referred to in clause 4 (1) (b) (iii) of this Agreement the contributions shall be paid monthly by the members concerned direct to the Secretary of the Council, commencing on the first pay day following upon the date on which such member is admitted to membership of the Fund, or within fifteen days of such first pay day, and thereafter not later than the 15th day of each succeeding month; provided that where by reason of absence from work for any of the causes mentioned in sub-clause (3) a member has no wage owing to him on any such pay day, the contributions shall be forwarded to the Secretary of the Council on the first pay day following upon his resumption of work or within fifteen days of such pay day.

(d) In the case of members referred to in clause 4 (1) (b) (i) of this Agreement, the contributions shall be paid monthly by the members concerned direct to the Secretary of the Council, commencing on the last day of the month following upon the date on which such member is admitted to membership of the Fund, or within fifteen days of such last day, and thereafter not later than the 15th day of each succeeding month.

(3) "Employment" shall be deemed to include any period or periods during which an employee is—

- (i) absent on yearly leave;
- (ii) absent from work on the instructions or at the request of his employer;
- (iii) absent on sick leave;
- (iv) required to undergo training under the Defence Act, 1957;

amounting in the aggregate to not more than ten weeks in any year, provided that if in any year the period of training under the Defence Act, 1957, of any employee is for less than 30 days, the said period of ten weeks shall be reduced in proportion to the shorter period of training.

(4) The contributions collected by the Council in terms of this clause shall be paid to the Fund, provided that the Council may retain 2½ per cent of the contributions as administrative expenses which amount shall be paid into the General Funds of the Council.

6. BENEFITS.

Benefits shall be payable in accordance with the Constitution and Rules of the Fund; provided that at the discretion of the Management Committee benefits may be paid in the case of 100 per cent disability resulting from an accident, whether or not such accident occurred on duty.

7. ADMINISTRATION.

(1) The Fund shall be administered in accordance with its constitution and rules as approved by the Council. Such constitution and rules shall not be inconsistent with this Agreement or the provisions of the Act and a copy thereof and of 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 Management Committee shall continue to administer the Fund. If the Management Committee is unable or unwilling to discharge such duties, the Minister may appoint the Company to act in the Committee's stead or he may appoint a trustee or trustees to perform the Council's and Management Committee's functions. The Company or the Trustees so appointed shall have all the powers vested in the Council and the Management Committee for the purpose of the Fund.

8. LIQUIDATION.

(a) Should this Agreement expire through the effluxion of time or be cancelled in terms of section forty-eight (5) of the Act, the Fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which the Fund was created.

(b) Unless within six months of the date of expiration or cancellation of this Agreement it is declared effective for a further period or is replaced with or superseded by a new Agreement providing for the continuation or transfer of the Fund, the Fund shall be liquidated and any unexpected amount disposed of in accordance with sub-clause (c) hereof.

waarop hy as lid van die Fonds toegelaat word en weekliks daarna aftrek op die gewone betaaldag, in die geval van 'n weekliks besoldigde lid en op die eersvolgende betaaldag na die datum waarop hy as lid van die Fonds toegelaat word, en op elke beaaldag daarna, in die geval van 'n maandeliks besoldigde lid. Die bydraes aldus afgetrek, moet deur die werkgewer voor of op die 15de dag van elke maand aan die Sekretaris van die Raad gestuur word;

met dien verstande dat waar 'n lid weens afwesigheid van werk as gevolg van enige van die oorsake in subklousule (3) vermeld op sodanige betaaldag geen loon ontvang nie, die bydraes op die eersvolgende betaaldag na sy hervatting van werk afgetrek moet word;

(c) in die geval van lede in klousule 4 (i) (b) (iii) van hierdie Ooreenkoms genoem, moet die bydraes maandeliks deur die betrokke lede regstreeks aan die Sekretaris van die Raad betaal word met ingang van die eersvolgende betaaldag na die datum waarop sodanige lid as lid van die Fonds toegelaat word, of binne vyftien dae vanaf sodanige eerste beaaldag, en daarna voor of op die 15de dag van elke daaropvolgende maand; met dien verstande dat waar 'n lid weens afwesigheid van werk as gevolg van enige van die oorsake in subklousule (3) vermeld, op sodanige betaaldag geen loon ontvang nie, die bydraes op die eersvolgende betaaldag na sy hervatting van werk of binne vyftien dae vanaf sodanige betaaldag aan die Sekretaris van die Raad gestuur moet word;

(d) in die geval van lede in klousule 4 (i) (b) (i) van hierdie Ooreenkoms genoem, moet die bydraes maandeliks deur die betrokke lede regstreeks aan die Sekretaris van die Raad betaal word, met ingang van die laaste dag van die maand wat volg op die datum waarop sodanige lid as lid van die Fonds toegelaat word, of binne vyftien dae vanaf sodanige laaste dag, en daarna voor of op die 15de dag van elke daaropvolgende maand.

3. Daar word geag dat „diens” enige tydperk of tydperke insluit waartydens 'n werknemer—

- (i) met jaarlikse verlof is;
- (ii) van sy werk afwesig is op die opdrag of op versoek van sy werkgewer;
- (iii) met siekteverlof afwesig is;
- (iv) verplig is om opleiding ingevolge die Verdedigingswet, 1957, te ondergaan wat hoogstens altesaam tien weke in enige jaar beloop, met dien verstande dat indien die opleiding van 'n werknemer ingevolge die Verdedigingswet in enige jaar minder as 30 dae beloop, genoemde tydperk van tien weke verminder moet word in verhouding tot die korter opleidingstydperk.

4. Die bydraes wat deur die Raad ingesamel word ingevolge hierdie klousule, moet aan die Fonds betaal word, met dien verstande dat die Raad 2½ persent van die bydraes as administratiewe uitgawes mag hou, en dié bedrag moet in die Algemene Fonds van die Raad inbetaal word.

6. BYSTAND.

Bystand is betaalbaar ooreenkomstig die Konstitusie en Reglement van die Fonds; met dien verstande dat bystand na goeddunke van die Bestuursraad betaal mag word in die geval van 100 persent-ongeskiktheid as gevolg van 'n ongeluk, of sodanige ongeluk in die werkure plaasgevind het of nie.

7. ADMINISTRASIE.

(1) Die Fonds moet in ooreenstemming met die Konstitusie en Reglement soos goedgekeur deur die Raad, beheer word. Sodanige Konstitusie en Reglement mag nie strydig met hierdie Ooreenkoms of die bepalings van die Wet wees nie en 'n kopie daarvan en van enige wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer tydens die duur van hierdie Ooreenkoms, moet die bestuurskomitee voortgaan om die Fonds te beheer. Indien die bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom, kan die Minister die Maatskappy aanstel wat in die plek van die Komitee moet optree of hy kan 'n kurator of kurators aanstel om die funksies van die Raad en die bestuurskomitee uit te voer. Die Maatskappy of die kurators wat so aangestel is, het al die magte van die Raad en die bestuurskomitee vir die bestuur van die Fonds.

8. LIKWIDASIE.

(a) Indien hierdie Ooreenkoms weens tydsverloop verstryk of ooreenkomstig artikel agt-en-veertig (5) van die Wet gekanselleer word, moet die Raad voortgaan om die Fonds te beheer totdat dit gelikwider is of deur die Raad oorgedra is na 'n ander fonds wat vir dieselfde doel as die vorige bestem is.

(b) Tensy daar binne ses maande na die datum van verstryking of kansellering van hierdie Ooreenkoms verklaar word dat dit vir 'n verdere tydperk van krag is of vervang word deur 'n nuwe ooreenkoms waarin daar vir die voortsetting of oordrag van die Fonds voorsiening gemaak word, moet die Fonds gelikwider en die oorblywende geld daarin ooreenkomstig subklousule (c) hiervan bestee word.

(c) Upon liquidation of the Fund in terms of sub-clause (b) hereof the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses (hereinafter referred to as "the surplus moneys"), shall be refunded to the members of the Fund pro rata to the contributions made by them.

(d) Notwithstanding the provisions of sub-clause (c) above the Minister may, if he deems it expedient to do so, direct that the surplus moneys be paid over to the Company.

9. AGENTS.

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

10. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in a conspicuous place in the premises in which his motor vehicles are garaged and at the usual place of the payment of wages, readily accessible to his employees, a legible copy of this Agreement *in toto*, and in both official languages and in the form prescribed in the regulations under the Act.

Signed for and on behalf of the parties to the Council this 24th day of March, 1959.

D. J. DU PLESSIS, *Chairman.*
J. G. PIETERS, *Vice-Chairman.*
R. J. J. VAN ROOYEN, *Secretary.*

(c) By likwidasie van die Fonds kragtens subklousule (b) hiervan moet die gelde wat in die krediet van die Fonds staan na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste (hierna „die surplus geld” genoem), aan die lede van die Fonds terugbetaal word in verhouding tot die bydraes wat hulle tot die Fonds gemaak het.

(d) Ondanks die bepalings van subklousule (c) hierbo kan die Minister, indien hy dit raadsaam ag, voorskryf dat die surplus geld aan die Maatskappy betaal moet word.

9. AGENTE.

Die Raad of sy Uitvoerende Komitee mag een of meer aangewese persone as agente aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgever en elke werknemer om sulke persone tot sodanige persele toe te laat om sodanige ondersoek in te stel en te voltooi, om sodanige stukke, boeke, loonstate, tydstate en betaalkaarte na te gaan en om sodanige persone te ondervra en alles te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag 'n valse verklaring in die loop van sodanige ondersoek voor so 'n agent afleë nie.

10. VERTONING VAN OOREENKOMS.

Elke werkgever moet op 'n opvallende plek in die persele waarin sy motorvoertuie gebere word en op die gewone plek vir uitbetaling van lone, wat maklik toeganklik vir sy werknemers moet wees, 'n leesbare afskrif van hierdie Ooreenkoms in sy geheel, in beide amptelike tale en in die vorm soos kragtens die regulasies ingevolge die Wet voorgeskryf, vertoon en vertoon hou.

Vir en namens die partye by die Raad op hede die 24ste dag van Maart, 1959, geëken.

D. J. DU PLESSIS, *Voorsitter.*
J. G. PIETERS, *Ondervoorsitter.*
R. J. J. VAN ROOYEN, *Sekretaris.*



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