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[No. 90.]

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 777.] [29 September 1961.

WET OP NYWERHEIDSVERSOENING, 1956.

MEUBELNYWERHEID, OOSTELIKE KAAP-
PROVINSIE.

NOODLENIGINGS- EN ONDERSTEUNINGSFONDS-
OOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, 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 Meubelnywer-
heid betrekking het, vanaf die tweede Maandag na die
datum van publikasie van hierdie kennisgewing en
vir die tydperk wat vyf jaar vanaf genoemde tweede
Maandag eindig, bindend is vir die werkgewers-
organisasie en vakvereniging wat genoemde Ooreen-
koms aangegaan het en vir die werkgewers en werk-
nemers wat lede van daardie organisasie of daardie
vereniging is.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN
DIE OOSTELIKE KAAPPROVINSIE.

OOREENKOMS

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

Midland Furniture Manufacturers' Association

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

Port Elizabeth and District Furniture Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid
van die Oostelike Kaapprovinsie.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word
deur lede van die werkgewersorganisasie en die vakvereniging
wat binne die landdrosdistrik Port Elizabeth by die Meubel-
nywerheid betrokke is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die
Minister van Arbeid kragtens die bepalings van subartikel (1)
van artikel *agt-en-veertig* van die Wet sal vasstel en bly van krag
vir 'n tydperk van vyf jaar of vir dié tydperk wat hy mag bepaal.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR

No. 777.] [29 September 1961.

INDUSTRIAL CONCILIATION ACT, 1956.

FURNITURE MANUFACTURING INDUSTRY,
EASTERN CAPE PROVINCE.

DISTRESS AND BENEVOLENT FUND
AGREEMENT.

On behalf of the Minister of Labour, I MARAIS VILJOEN,
Deputy-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 Agree-
ment which appear in the Schedule hereto and which
relates to the Furniture Manufacturing Industry, 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.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE FURNITURE MANU-
FACTURING INDUSTRY OF THE EASTERN CAPE
PROVINCE.

AGREEMENT

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

Midland Furniture Manufacturers' Association

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

Port Elizabeth and District Furniture Workers' Union

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

being parties to the Industrial Council for the Furniture Manu-
facturing Industry of the Eastern Cape Province.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by members of
the employers' organisation and the trade union engaged in the
Furniture Industry within the Magisterial District of Port Eliza-
beth.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be
fixed by the Minister of Labour in terms of sub-section (1) of
section *forty-eight* of the Act and shall remain in force for a
period of five years or such period as may be determined by him.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy onbetaanbaar met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoening, 1956;

„vakleerling”, 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees;

„Raad”, die Nywerheidsraad vir die Meubelnywerheid van die Oostelike Kaapprovinsie wat ingevolge die bepalings van artikel negentien van die Wet geregistreer is;

„afhanklike”, in verband met 'n werknemer, die vrou van sodanige werknemer of 'n kind onder die leeftyd van 18 jaar en ook 'n persoon wat deur 'n werknemer onderhou word, mits sodanige persoon weens ongeskiktheid, ouderdom of om 'n ander rede wat vir die Plaaslike Komitee aanneemlik is, nie daartoe in staat is om homself te onderhou nie;

„Meubelnywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die vervaardiging, hetsy in hul geheel of gedeeltelik, van alle soorte meubels afgesien van die materiaal wat gebruik word en omvat dit onder andere ook die volgende werksaamhede:—

Herstel-, stoffeer-, herstoffeer-, beits-, spuit- of poleer-en/of herpoleerwerk, die maak van los oortreksels en/of stoelkussings en/of die maak en/of herstel van veermatrasse en/of rame vir stoffeerwerk, houtmasjienwerk, fineerwerk, houtdraaiwerk, houtsniewerk in verband met die vervaardiging en/of herstel van meubels, poleer- en/of herpoleerwerk aan klaviere of die vervaardiging van en/of beits-, spuit- en poleer- en/of herpoleerwerk aan meubels vir teekamers, kantore, kerke, skole, kroes of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette en ook die vervaardiging van of die uitvoering van prosesse in die vervaardiging van beddegoed, wat so omskryf en waaraan so 'n betekenis geheg moet word dat dit alle soorte matrasse, veermatrasse, bomatrasse, kussings, peule en stoelkussings insluit, en ook die werksaamhede wat op alle persele waar houtmasjienwerk, houtdraai- en/of houtsniewerk in verband met die vervaardiging van meubels verrig word; en voorts ook herstel-, herstoffeer- of herpoleerwerk aan meubels in of in verband met bedryfs-inrigtings waarin die vervaardiging van meubels of 'n werksaamheid wat in verband staan met die finale voorbereiding van 'n meubelstuk vir verkoop, of in sy geheel of gedeeltelik verrig word, en die finering van deure wat van lamelblokbord of laaghout gemaak is en vir meubels gebruik word, en van alle stukke materiaal wat vir die vervaardiging van meubels gebruik word, maar uitgesonderd die vervaardiging van artikels wat hoofsaaklik van mandjiesgoed, gras en/of rottang gemaak is en die vervaardiging van metaalmeubels, met inbegrip van die vervaardiging van metaalkatels;

„Plaaslike Komitee” die Plaaslike Komitee van Port Elizabeth, wat ooreenkomstig klousule 9 van die Konstitusie van die Raad in die lewe geroep is;

„geneeskundige praktisyn” 'n geneeskundige praktisyn wat as sodanig deur die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;

„Sekretaris van die fonds” die Sekretaris van die Raad of 'n ander beaampte wat die Plaaslike Komitee van tyd tot tyd mag aanstel;

„siekbesoeker” 'n persoon wat deur die Plaaslike Komitee aangestel is om werknemers te besoek wat bystand uit die fonds ontvang.

4. SIEKTEBYSTANDSFONDS.

(1) Hierby word 'n fonds in die lewe geroep wat bekend staan as die „Noodlenigings- en Ondersteuningsfonds van die Meubelnywerheid van Port Elizabeth” (hieronder die „fonds” genoem). Al die bates en laste van die fonds wat voorheen bekend gestaan het as die „Port Elizabeth Furniture Industry Distress and Benevolent Fund” word in die fonds ingelyf.

(2) Die oogmerke van die fonds is om siekteverlofbesoldiging en bystand by sterfgevallen te verskaf aan werknemers in die Meubelnywerheid in die landdrosdistrik Port Elizabeth vir wie lone voorgeskryf word in die Ooreenkoms wat in die bylae van Goewermementskennisgewing No. 35 van 8 Januarie 1960 of in 'n latere ooreenkoms van die Raad, hieronder die „Hofooreenkoms” genoem, gepubliseer is.

(3) Die fonds word geadministreer deur die Plaaslike Komitee van Port Elizabeth, wat reëls in verband met die administrasie van die fonds wat nie met hierdie Ooreenkoms of met die Wet onbestaanbaar is nie, mag maak, wysig of verander. 'n Kopie van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, any reference to an Act shall include any amendment to 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;

“apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to be registered under the provisions of the Apprenticeship Act, 1944;

“Council” means the Industrial Council for the Furniture Manufacturing Industry of the Eastern Cape Province, registered in terms of section nineteen of the Act;

“dependant” in relation to an employee means the wife of such employee or any child under the age of 18 years and includes any person maintained by an employee provided such person is unable to maintain himself through incapacitation, old age, or any other reason satisfactory to the Local Committee;

“Furniture Industry” or “Industry” means—without in any way limiting the ordinary meaning of the expression—the manufacture either in whole or part of all types of furniture irrespective of the materials used, and shall include, inter alia, the following operations:—

Preparing, upholstering, re-upholstering, staining, spraying, or polishing and/or repolishing, making of loose covers and/or cushions and/or the making and/or repairing of box spring mattresses and/or frames for upholstering, wood-machining, veneering, wood-turning carving in connection with the manufacture and/or of furniture, polishing and/or repolishing of pianos or the manufacture and/or staining, spraying and polishing and/or repolishing of tearooms, office, church, school, bar or theatre furniture, and cabinets for musical instruments and radio or wireless cabinets and shall include the manufacture or processes in the manufacture of bedding, the definition and interpretation of which shall include all manner or types of mattresses, spring-mattresses, overlays, pillows, bolsters and cushions, and includes the activities carried on in any premises where wood-machining, wood-turning and/or carving in connection with the production of furniture is carried on; and includes further, the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any article of furniture for sale either in whole or in part is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of material used in the construction of furniture, but excludes the manufacture of articles made principally of wicker, grass and/or cane, and the manufacture of metal furniture including the manufacture of metal bedsteads;

“Local Committee” means the Port Elizabeth Local Committee established in accordance with clause 9 of the Constitution of the Council;

“medical practitioner” means a medical practitioner who is registered as such by the South African Medical and Dental Council;

“Secretary of the fund” means the Secretary of the Council or such other official as the Local Committee may from time to time appoint;

“sick visitor” means a person appointed by the Local Committee to visit employees receiving benefits from the fund.

4. SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the “Port Elizabeth Furniture Industry Distress and Benevolent Fund” (hereinafter referred to as “the fund”). The fund shall incorporate all assets and liabilities of the fund previously known as the “Port Elizabeth Furniture Industry Distress and Benevolent Fund”.

(2) The objects of the fund shall be the provision of sick pay and death benefits to employees in the Furniture Industry in the Magisterial District of Port Elizabeth, for whom wages are prescribed in the Agreement published in the Schedule to Government Notice No. 35, dated 8th January, 1960, or any subsequent Agreement of the Council, hereinafter referred to as the “main Agreement”.

(3) The fund shall be administered by the Port Elizabeth Local Committee which may make, amend or alter rules governing the administration of the fund not being inconsistent with this Agreement or the Act. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(4) Alle werknemers vir wie lone in die Hoofvooreenkoms voorgeskryf word, moet lede van die fonds word en word in die volgende groepe ingedeel:—

Groep 1.—Werknemers wat 'n basiese loon van hoogstens £2. 10s. (R5) per week ontvang;

Groep 2.—Werknemers wat 'n basiese loon van meer as £2. 10s. (R5) per week maar van hoogstens £4. 12s. 6d. (R9.25) per week ontvang;

Groep 3.—Werknemers wat 'n basiese loon van meer as £4. 12s. 6d. (R9.25) per week ontvang.

(5) Elke werkgewer moet op elke betaaldag onderstaande bedrae, wat hieronder „bydraes” genoem word, aftrek van die loon van elkeen van sy werknemers, uitgesonderd 'n vakleerling:—

Groep 1-werknemer: die bedrag van 2d. (2c).

Groep 2-werknemer: die bedrag van 4d. (4c).

Groep 3-werknemer: die bedrag van 6d. (5c).

By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die 10de dag van die daaropvolgende maand stuur aan die Sekretaris van die Fonds, Posbus 3051, Port Elizabeth.

(6) 'n Werknemer is nie op bystand geregtig nie tensy hy 26 bydraes tot die fonds gelewer het; met dien verstande dat geen werknemer bystand geweer mag word nie omdat sy werkgewer versuim het om die bydraes ingevolge subklousule (5) van hierdie klousule namens hom af te trek en aan te stuur.

(7) Behoudens die bepaling van subklousule (6), moet die Plaaslike Komitee, wanneer hy van 'n werknemer 'n sertifikaat ontvang wat deur 'n geneeskundige praktisyn uitgereik is en waarin gesertifiseer word dat sodanige werknemer weens siekte nie daartoe in staat is om te werk nie, aan sodanige werknemer siekteverlofbesoldiging betaal ooreenkomstig die groep waaronder hy ingedeel was toe hy laas bygedra het, naamlik soos volg:—

Groep 1.—£1. 3s. 4d. (R2.33) per week vir die eerste week waarin hy van sy werk afwesig is; daarna £1. 6s. 8d. (R2.67) per week.

Groep 2.—£2. 6s. 8d. (R4.67) per week vir die eerste week waarin hy van sy werk afwesig is; daarna £2. 13s. 4d. (R5.33) per week.

Groep 3.—£3. 10s. 0d. (R7) per week vir die eerste week waarin hy van sy werk afwesig is; daarna £4 (R8) per week.

Met dien verstande dat 'n werknemer nie tot siekteverlofbesoldiging geregtig is nie—

(a) vir 'n afwesigheidstydperk van vier dae of minder;

(b) vir afwesigheidstydperke van meer as vier weke gedurende enige tydperk van 12 agtereenvolgende maande; met dien verstande dat die Plaaslike Komitee heeltemal na eie goedvinde magtiging mag verleen vir dié verdere betalings wat hy dienstig ag;

(c) vir 'n tydperk van afwesigheid weens 'n ongeluk of siekte wat ingevolge die Ongevallewet, 1941, soos gewysig, vergoedbaar is;

(d) ingeval daar tot tevredenheid van die Plaaslike Komitee bewys word dat 'n lid misbruik maak van die oogmerke van die fonds;

(e) ingeval 'n werknemer 'n siekebesoeker hinder of verhoinder om sy pligte uit te voer.

(8) Wanneer daar tot tevredenheid van die Plaaslike Komitee bewys gelewer word van die oorlyde van 'n werknemer, moet die Plaaslike Komitee aan die afhanklikes van sodanige werknemer 'n sterftebystand betaal op die volgende grondslag:—

Groep 1-werknemer: 'n Bedrag van minstens £5 (R10) maar hoogstens £10 (R20).

Groep 2-werknemer: 'n Bedrag van minstens £10 (R20) maar hoogstens £15 (R30).

Groep 3-werknemer: 'n Bedrag van minstens £15 (R30) maar hoogstens £20 (R40).

(9) Ingeval 'n werknemer permanent ongeskik raak vir verdere werk in die Meubelnywerheid, mag die Plaaslike Komitee heeltemal na eie goedvinde dié verdere bedrae wat hy dienstig ag, aan sodanige werknemer betaal.

(10) Sodra 'n werknemer nie meer in die Meubelnywerheid werksaam is nie, is hy nie meer lid van die fonds nie en het hy geen aanspraak op die fonds nie.

(11) Ingeval die werknemer binne 'n tydperk van 13 weke, gereken vanaf die datum van sy diensbeëindiging, weer werk in die Nywerheid verkry, word hy onmiddellik geregtig op bystand.

(12) Bystandsbetalings word gestaak wanneer die bedrag wat in die krediet van die fonds staan, daal tot minder as £100 (R200), en sodanige betalings word nie hervat nie totdat die bedrag wat in die krediet van die fonds staan, die som van £200 (R400) bereik het.

5. FINANSIES.

(1) Alle gelde wat in die fonds gestort word, moet gedeponeer word in 'n spesiale rekening wat op naam van die „Noodlenigings- en Ondersteuningsfonds van die Meubelnywerheid van Port Elizabeth” geopen moet word by 'n bank wat deur die Plaaslike Komitee goedgekeur word.

(4) All employees for whom wages are prescribed in the main Agreement shall become members of the fund and shall be classified in the following groups:—

Group 1.—Employees in receipt of a basic wage not exceeding £2. 10s. (R5) per week;

Group 2.—Employees in receipt of a basic wage in excess of £2. 10s. (R5) per week but not exceeding £4. 12s. 6d. (R9.25) per week;

Group 3.—Employees in receipt of a basic wage in excess of £4. 12s. 6d. (R9.25) per week.

(5) Each employer shall on each pay day deduct from the wages of each of his employees, other than a apprentice, the following amounts hereinafter referred to as “contributions”:—

Group 1 Employee: The sum of 2d. (2c).

Group 2 Employee: The sum of 4d. (4c).

Group 3 employee: The sum of 6d. (5c).

To the amount so deducted the employer shall add a like amount and forward the total sum to the Secretary of the Fund, P.O. Box 3051, Port Elizabeth, not later than the 10th day of the following month.

(6) An employee shall not be entitled to benefits unless he has made 26 contributions to the fund, provided that no employee shall be refused benefits by reason of the fact that his employer has failed to deduct and submit contributions on his behalf in terms of sub-clause (5) of this clause.

(7) Subject to the provisions of sub-clause (6), the Local Committee shall on receipt from an employee of a certificate issued by a medical practitioner certifying that such employee is incapable of working due to illness, pay to such employee sick pay in accordance with the group in which he last contributed, at the following rates:—

Group 1.—£1. 3s. 4d. (R2.33) per week for the first week of absence from work, thereafter £1. 6s. 8d. (R2.67) per week.

Group 2.—£2. 6s. 8d. (R4.67) per week for the first week of absence from work, thereafter £2. 13s. 4d. (R5.33) per week.

Group 3.—£3. 10s. (R7) per week for the first week of absence from work, thereafter £4 (R8) per week.

Provided that an employee shall not be entitled to sick pay—

(a) for period of absence of four days or less;

(b) for periods of absence in excess of four weeks during any period of 12 consecutive months, provided that the Local Committee may at its entire discretion authorise such further payments as it deems fit;

(c) for any period of absence due to an accident or illness compensable in terms of the Workmen's Compensation Act, 1941, as amended;

(d) in the event of it being proved to the satisfaction of the Local Committee that a member is abusing the objects of the fund;

(e) in the event of an employee obstructing or preventing a sick visitor from carrying out his duties.

(8) On production of proof satisfactory to the Local Committee of the death of an employee, the Local Committee shall pay to the dependants of such employee a death benefit on the following basis:—

Group 1 employee: An amount of not less than £5 (R10) but not exceeding £10 (R20).

Group 2 employee: An amount of not less than £10 (R20) but not exceeding £15 (R30).

Group 3 employee.—An amount of not less than £15 (R30) but not exceeding £20 (R40).

(9) In the event of an employee becoming permanently incapacitated for further employment in the Furniture Industry, the Local Committee may at its entire discretion make such further payments as it deems fit to such an employee.

(10) An employee shall cease to be a member of the fund immediately he ceases to be employed in the Furniture Industry and shall have no claim on the fund.

(11) In the event of the employee obtaining further employment in the Furniture Industry within a period of thirteen weeks reckoned from the date of termination of his employment, he shall immediately become entitled to benefits.

(12) Benefit payments shall cease whenever the amount standing to the credit of the fund falls below £100 (R200) and shall not recommence until the amount standing to the credit of the fund has reached the sum of £200 (R400).

5. FINANCE.

(1) All moneys paid into the fund shall be deposited in a special account to be opened in the name of the “Port Elizabeth Furniture Industry Distress and Benevolent Fund” at a bank approved by the Local Committee.

(2) Die Raad moet op volledige en juiste manier laat boekhou van die fonds en moet vir die tydperk wat elke jaar op 30 Junie eindig, 'n jaarrekening van al die inkomste en uitgawes van die fonds en ook 'n staat van sy bates en laste laat opstel. Elke sodanige rekening moet gesertifiseer word deur die ouditeur van die Raad, wat 'n openbare rekenmeester moet wees, moet mede-onderteken word deur die Voorsitter van die Raad en moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator deurgestuur word saam met 'n verslag wat genoemde ouditeur daaroor opgestel het. 'n Kopie van die jaarrekenings en balansstaat moet beskikbaar wees vir insae deur lede van die fonds.

(3) Alle uitgawes wat in verband met die administrasie van die fonds aangegaan word, word teen die fonds in rekening gebring.

(4) Alle betalings deur die fonds moet geskied per tjek wat op die fonds se rekening getrek is. Sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Plaaslike Komitee daartoe gemagtig is.

(5) Alle gelde wat deur die Plaaslike Komitee beskou word as surplus vir sover dit die vereistes van die fonds betref, moet by 'n bank of geregistreerde bouvereniging op deposito geplaas word mits voldoende geld in so 'n likwiede vorm beskikbaar gehou word dat die fonds sy aanspreklike kan nakom sodra dit van hom vereis word om dit te doen.

6. ONTBINDING.

(1) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalinge van hierdie Ooreenkoms of die administrasie van die fonds ten opsigte waarvan daar 'n staking van stemme in die Plaaslike Komitee is en daar tot geen ooreenkoms geraak kan word nie, moet sodanige geskil na die Raad verwys word, wat ooreenkomstig die bepalinge van sy Konstitusie met die saak moet behandel.

(2) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan weens verloop van tyd of weens 'n ander oorsaak gestaak word, moet die fonds nog deur die Plaaslike Komitee geadminestreer word tot tyd en wyl die fonds gelikwiede of oorgeplaas word na 'n fonds wat behoorlik in die lewe geroep is vir dieselfde doel as dié waarvoor die oorspronklike fonds ingestel is.

(3) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge die bepalinge van artikel vier-en-dertig (2) van die Wet, moet die Plaaslike Komitee aanhou om die fonds te administreer, en dié persone wat lede van die Komitee is op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede te wees; met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Nywerheidsregistrator gevul mag word uit die gelede van die werkgewers of werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersverteenvoerders en plaasvervangers van sodanige verteenwoordigers in die Komitee is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval sodanige Komitee voor 'n dooie punt te staan kom wat, na die mening van die Nywerheidsregistrator, die administrasie van die fonds ondoenlik of onwenslik maak, mag die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het al die bevoegdhede van die Komitee vir sodanige doel. By die verstryking van hierdie Ooreenkoms moet die fonds deur die Komitee of die trustees, na gelang van die geval, gelikwiede word ooreenkomstig die bepalinge van subklousule (15) van hierdie klousule, en indien die sake van die Raad by sodanige verstryking reeds afgewikkel en sy bates verdeel is, moet die saldo van hierdie fonds ooreenkomstig die bepalinge van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(17) By die likwidasie van die fonds ooreenkomstig die bepalinge van subklousule (15) van hierdie klousule moet die gelde wat na die betaling van alle eise teen die fonds, met inbegrip van die administrasie- en likwidasiekoste, nog in die krediet van die fonds staan, in die algemene fondse van die Raad gestort word.

7. AGENTE.

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om behulpzaam te wees met die uitvoering van die bepalinge van hierdie Ooreenkoms. 'n Agent mag enige bedryfs-inrigting betree, enige werkgewer of werknemer ondervra en die registers van die lône wat betaal en die tyd wat gewerk is, inspekteer met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

Namens die partye te Port Elizabeth onderteken op hede die 31ste dag van Augustus 1960.

L. F. BETHELDO,
Voorsitter van die Raad.

J. F. KLOPPER,
Lid van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

(2) The Council shall cause full and true accounts of the fund to be kept and shall cause to be prepared an annual account for the period ending on the 30th June of each year of all the revenue and expenditure of the fund, and a statement showing its assets and liabilities. Every such account shall be certified by the auditor of the Council who shall be a public accountant and countersigned by the Chairman of the Council and shall, within three months after the close of the period to which it relates, be transmitted to the Industrial Registrar, together with any report made thereon by the said auditor. A copy of the annual accounts and balance sheet shall be available for inspection by members of the fund.

(3) All expenses incurred in the administration of the fund shall be a charge upon the fund.

(4) All payments by the fund shall be by cheque drawn on the fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Local Committee.

(5) Any moneys regarded by the Local Committee as being surplus to the fund's requirements shall be placed on deposit with a bank or registered building society provided that sufficient money is kept in such liquid form as to enable the fund to meet its liabilities immediately it is called upon to do so.

6. DISSOLUTION.

(1) Should at any time a dispute as to the provisions of this Agreement or of the administration of the fund arise in regard to which members of the Local Committee are equally divided, and no agreement is arrived at, such dispute shall be referred to the Council which shall deal with the matter in terms of its Constitution.

(2) In the event of expiry of this Agreement or any extension thereof through effluxion of time or cessation through any other cause, the fund shall continue to be administered by the Local Committee until such fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

(3) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Local Committee shall continue to administer the fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives, and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees, to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement, the fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in sub-clause (15) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this 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.

(17) Upon liquidation of the fund in terms of sub-clause (15) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be paid into the General Funds of the Council.

7. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment, may question any employer or employee and inspect the records of wages paid and time worked for the purpose of ascertaining whether the terms of this Agreement are being observed.

Signed at Port Elizabeth on behalf of the Parties on this 31st day of August, 1960.

L. F. BETHELDO,
Chairman of the Council.

J. F. KLOPPER,
Member of the Council.

A. S. YOUNG,
Secretary of the Council.