



Government Gazette

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VOL. XII.]

PRETORIA, 18 MAY 1964.
18 MEI

[No. 795.]

GOVERNMENT NOTICE.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING.

No. 749.] [18 May 1964.
PRICES OF CERTAIN DAIRY PRODUCTS.—
AMENDMENT.

In terms of sub-section (1) of section *twenty-nine* of the Marketing Act, 1937 (Act No. 26 of 1937), as amended, I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Dairy Industry Control Board, referred to in section 3 of the Dairy Products Marketing Scheme, published by Proclamation No. 183 of 1954, as amended, has, in terms of section 19 of that Scheme, and with my approval, further amended the prohibitions made known by Government Notice No. 342 of 1961, in the manner indicated in the Schedule hereto.

I do hereby further make known that the said amendments shall come into operation on the eighteenth day of May, 1964.

D. C. H. UYS,
Minister of Agricultural Economics
and Marketing.

SCHEDULE.

The prohibitions imposed in connection with the sale of certain dairy products, made known in the Schedule to Government Notice No. 342 of the 24th February, 1961, as amended, are hereby further amended by the substitution for clauses 2 and 3 of the following clauses:—

„Butter Prices.

2. No person shall sell creamery butter of the grade indicated at prices below the minimum or above the maximum prices specified hereunder:—

Grade.	Minimum Selling Price per lb.	Maximum Selling Price per lb.
choice.....	32½	35
able.....	30½	33
household.....	28½	31

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING.

No. 749.] [18 Mei 1964.
PRYSE VAN SEKERE SUIWELPRODUKTE.—
WYSIGING.

Ooreenkomstig subartikel (1) van artikel *nege-en-twintig* van die Bemarkingswet, 1937 (Wet No. 26 van 1937), soos gewysig, maak ek DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hierby bekend dat die Raad van Toesig op die Suiwelnywerheid, genoem in artikel 3 van die Suiwelproduktebemarkingskema, afgekondig by Proklamasie No. 183 van 1954, soos gewysig, kragtens artikel 19 van daardie Skema en met my goedkeuring, die verbodsbepalings bekendgemaak by Goewermentskennisgewing No. 342 van 1961, op die wyse in die Bylae hiervan aangedui, verder gewysig het.

Voorts maak ek hierby bekend dat die genoemde wysigings op die agtiende dag van Mei 1964 in werking tree.

D. H. C. UYS,
Minister van Landbou-ekonomie
en -bemarking.

BYLAE.

Die verbodsbepalings opgelê in verband met die verkoop van sekere suiwelprodukte en afgekondig in die Bylae van Goewermentskennisgewing No. 342 van 24 Februarie 1961, soos gewysig, word hierby verder gewysig deur klousules 2 en 3 deur onderstaande klousules te vervang:—

„Botterpryse.

2. Niemand mag fabrieksbotter van die graad aangedui, teen laer pryse as die minimum pryse of hoër pryse as die maksimum pryse hieronder vermeld, verkoop nie:—

Graad.	Minimum verkoopprys per lb.	Maksimum verkoopprys per lb.
Keur.....	32½	35
Tafel.....	30½	33
Huis.....	28½	31

Cheese Prices.

3. No person shall sell factory cheese—

- (1) of the cheddar type and the grade indicated at prices below the minimum or above the maximum prices specified hereunder:—

Grade.	Minimum Selling Price per lb.	Maximum Selling Price per lb.
First.....	28	32
Second.....	27	31
Third.....	25	29

Provided that—

- (a) in the case of a whole, uncut cheese weighing—

- (i) not more than 12 lb. but more than 5 lb., the minimum and the maximum prices specified above shall be increased by 1c per lb.; or
(ii) not more than 5 lb., the minimum and the maximum prices specified above shall be increased by 2c per lb.; and

- (b) in the case of specially matured cheese, graded as such and covered with a red wax—

- (i) the minimum prices specified above shall be increased, and those increased in terms of proviso (a) to this sub-clause shall be further increased, by 3½c per lb.; and
(ii) the maximum prices specified above shall not apply; and

- (2) of the gouda type and the grade indicated at prices below the minimum or above the maximum prices specified hereunder:—

Grade.	Minimum Selling Price per lb.	Maximum Selling Price per lb.
First.....	28	32
Second.....	27	31

Provided that, in the case of a whole, uncut cheese weighing—

- (a) not more than 5 lb. but more than 1½ lb., the minimum and the maximum prices specified above shall be increased by 1c per lb.; or
(b) not more than 1½ lb., the minimum and the maximum prices specified above shall be increased by 2½c per lb. and if pre-packaged by the manufacturer in cellophane or any other suitable synthetic film, by a further 1c per lb.”

Kaaspryse.

3. Niemand mag fabriekskaas—

- (1) van die cheddartipe en die graad aangedui teen laer pryse as die minimum pryse of hoër pryse as die maksimum pryse hieronder vermeld, verkoop nie:—

Graad.	Minimum verkoopprys per lb.	Maksimum verkoopprys per lb.
Eerste.....	28	32
Tweede.....	27	31
Derde.....	25	29

Met dien verstande dat—

- (a) in die geval van 'n hele, ongesnyde kaas wat—

- (i) nie meer as 12 lb. nie maar meer as 5 lb. weeg, die minimum en die maksimum pryse hierbo vermeld met 1c per lb. verhoog moet word; of
(ii) nie meer as 5 lb. weeg nie, die minimum en die maksimum pryse hierbo vermeld met 2c per lb. verhoog moet word; en

- (b) in die geval van spesiaal beleë kaas, gegradeer as sodanig en bedek met 'n rooi waslaag—

- (i) die minimum pryse hierbo aangedui, verhoog moet word, en dié wat ingevolge voorbehoudsbepaling (a) van hierdie subklousule verhoog is, verder verhoog moet word met 3½c per lb.; en
(ii) die maksimum pryse hierbo aangedui nie van toepassing is nie; en

- (2) van die goudatipe en die graad aangedui teen laer pryse as die minimum pryse of hoër pryse as die maksimum pryse hieronder vermeld, verkoop nie:—

Graad.	Minimum verkoopprys per lb.	Maksimum verkoopprys per lb.
Eerste.....	28	32
Tweede.....	27	31

Met dien verstande dat, in die geval van 'n hele, ongesnyde kaas wat—

- (a) nie meer as 5 lb. nie maar meer as 1½ lb. weeg, die minimum en die maksimum pryse hierbo vermeld met 1c per lb. verhoog moet word; of
(b) nie meer as 1½ lb. weeg nie, die minimum en die maksimum pryse hierbo vermeld, verhoog moet word met 2½c per lb. en, indien deur die vervaardiger voorafverpak in cellophane of enige ander geskikte sintetiese omhulsel, met nog 1c per lb.”

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VOL. XII.]

PRETORIA, 22 MAY 1964.
22 MEI

[No. 796.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 769.]

[22 May 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

JEWELLERY AND PRECIOUS METAL INDUSTRY, TRANSVAAL AND DURBAN.—SICK BENEFIT FUND AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Jewellery and Precious Metal Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st August, 1968, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (a) and 6, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st August, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kemp-ton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that portion of the Magisterial District of Oberholzer which prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within the Magisterial District of Randfontein and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston,

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 769.]

[22 Mei 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

JUWELIERSWARE- EN EDELMETAALNYWERHEID, TRANSVAAL EN DURBAN.—SIEKTE-BYSTANDSFONDSOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Juweliersware- en Edelmetaalnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1968 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (a) en 6, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kemp-ton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, daardie gedeelte van die landdrosdistrik Oberholzer wat voor die datum van publikasie van Goewermentskennisgewing No. 1718 van 14 Augustus 1953 binne die landdrosdistrik Randfontein geval het en daardie gedeelte van die landdrosdistrik Koster wat voor die datum van publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrosdistrikte Randfontein en Krugersdorp geval het; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (a) en 6, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1968 eindig, in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban,

Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that portion of the Magisterial District of Oberholzer, which prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within the Magisterial District of Randfontein and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp, and from the second Monday after the date of publication of this notice and for the period ending the 31st August, 1968, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (a) and 6, 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.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

SICK BENEFIT FUND AGREEMENT

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

The Jewellery Manufacturers Association of South Africa (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

The Jewellers' and Goldsmiths' Union

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

being parties to the Industrial Council for the Jewellery and Precious Metal Industry.

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such a date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force until the 31st day of August, 1968, or for such period as may be determined by him.

2. SCOPE AND APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that portion of the Magisterial District of Oberholzer which prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within Magisterial District of Randfontein and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp by all members of the employers' organisation who are engaged in the Jewellery and Precious Metal Industry and by all members of the Trade Union who are employed in that Industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

- (i) only apply to employees for whom wages are prescribed in the main Agreement; and to the employers of such employees;
- (ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any conditions fixed thereunder.

3. GENERAL DEFINITIONS.

Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and any reference to that Act shall include any amendment thereto or regulation made thereunder, and unless the contrary intention appears, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include females, and words importing persons shall include corporations; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means—

- (a) any person employed under a contract of apprenticeship in any trade in the Industry designated in pursuance of section *sixteen* of the Apprenticeship Act, 1944, and which said contract has been registered in terms of sub-section (2) of section *twenty* or *twenty-three* of the Act; or

Germiston, Johannesburg, Roodepoort, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Springs, daardie gedeelte van die landdrosdistrik Oberholzer wat voor die datum van publikasie van Goewermentskennisgewing No. 1718 van 14 Augustus 1953 binne die landdrosdistrik Randfontein geval het, en daardie gedeelte van die landdrosdistrik Koster wat voor die datum van publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrosdistrikte Randfontein en Krugersdorp geval het, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE JUWEELE- EN EDELMETAALNYWERHEID.

SIKTEBYSTANDSFONDSOOREENKOMS

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

The Jewellery Manufacturers Association of South Africa (hieronder „die werkgewersorganisasie” genoem) aan die een kant, en

The Jewellers' and Goldsmiths' Union

(hieronder die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Juweel- en Edelmetaalnywerheid.

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet vasstel en bly van krag tot 31 Augustus 1968 of vir sodanige tydperk as wat hy kan bepaal.

2. BESTEK EN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kemptonpark, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, daardie gedeelte van die landdrosdistrik Oberholzer wat voor die datum waarop Goewermentskennisgewing No. 1718 van 14 Augustus 1953 gepubliseer is, binne die landdrosdistrik Randfontein geval het en daardie gedeelte van die landdrosdistrik Koster wat voor die datum waarop Goewermentskennisgewing No. 1105 van 26 Julie 1963 gepubliseer is binne die landdrosdistrikte Randfontein en Krugersdorp geval het, deur alle lede van die werkgewersorganisasie wat by die Juweel- en Edelmetaalnywerheid betrokke is, en alle lede van die vakvereniging wat in die Nywerheid werk-saam is.

(b) Ondanks paragraaf (a) is die bepalings van hierdie Ooreenkoms—

- (i) van toepassing slegs op werknemers ten opsigte van wie lone in die hoofooreenkoms voorgeskrif is, en op die werkgewers van sodanige werknemers;
- (ii) van toepassing op vakleerlinge slegs vir sover die bepalings daarvan nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige kontrak daaronder aangegaan of leervoorswaarde daaronder voorgeskrif.

3. ALGEMENE WOORDOMSKRIVINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskrif is, dieselfde betekenis as in genoemde Wet en wanneer daar van genoemde Wet melding gemaak word, omvat dit alle wysigings daarvan of regulasies wat daarkragtens uitgevaardig is, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die enkelvoud aandui, ook die meervoud en andersom, en woorde wat die manlike geslag aandui, ook vrouens, en woorde wat persone vermeld ook korporasies; voorts, tensy onbestaanbaar met die verband, beteken—

„Wet”, die Wet op Nywerheidsversoening, 1956;

„vakleerling”—

- (a) 'n persoon wat kragtens 'n leerlingkontrak in diens is in 'n ambag in die nywerheid wat ingevolge artikel *sestien* van die Wet op Vakleerlinge, 1944, aangewys is, nl. dié genoemde kontrak kragtens subartikel (2) van artikel *twintig* of artikel *drie-en-twintig* van genoemde Wet geregistreer; of

(b) any person, not being a minor at the date on which the trade concerned was designated in pursuance of sub-section (1) of section sixteen of the Apprenticeship Act, 1944, employed under a contract of apprenticeship to any recognised trade in the Industry, which contract is for a period of not less than the recognised period of training and which was entered into prior to the date of publication of the preliminary notice of designation under sub-section (4) of the said section; provided that at the time the contract was entered into it was—

- (i) reduced to writing;
- (ii) signed by or on behalf of the employer;
- (iii) signed by the apprentice; and
- (iv) if at the time the contract was entered into the apprentice was a minor, signed by the guardian of the apprentice;

“Council” means the Industrial Council for the Jewellery and Precious Metal Industry;

“establishment” means any premises in or in connection with which one or more persons are employed in the Jewellery and Precious Metal Industry;

“Industry” means the Jewellery and Precious Metal Industry;

“Jewellery and Precious Metal Industry” means the joint enterprise in which employer and employee are associated for any of the following purposes:—

- (a) The manufacture of any one or more of the following articles mainly from precious metals, including all operations incidental to such manufacture:—
 - (i) Articles of jewellery and/or personal adornment with or without ornamental stones;
 - (ii) mountings for ornamental stones;
 - (iii) medals, medallions, badges, masonic jewels and/or like articles;
 - (iv) ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles;
 - (v) parts of any of the aforesaid articles.
- (b) The setting and/or resetting of ornamental stones in any articles referred to in paragraph (a).
- (c) The engraving of any articles referred to in paragraph (a).
- (d) The repairing, altering and/or renovating of any articles referred to in paragraph (a).
- (e) The enamelling of any articles referred to in paragraph (a).
- (f) The making and/or repairing of tools and/or dies used or intended for use in any of the activities referred to in this definition when undertaken by any employer engaged in such activities and when undertaken in connection therewith.
- (g) The engraving of dies used or intended for use in any of the activities referred to in this definition.

(The term “enamelling” used in this definition means a vitrified substance applied to the surface of a metallic object by hand or machine and/or heat process.)

[The term “precious metals” referred to in paragraph (a) of this definition means the precious metals, gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of them in such proportion with any other metals as to be the greater part in value of such alloy.]

[The term “ornamental stones” referred to in paragraphs (a) and (b) of this definition means precious and/or semi-precious gem stones and/or any other ornamental stones, whether cut and polished or of natural shape and lustre and/or imitations of any such stones.]

[The term “engraving” used in this definition without limiting the meaning thereof, includes the following:—

- (i) Engraving of floral, decorative and/or abstract designs;
- (ii) engraving of inscriptions, dates, monograms, initials, and/or the like;
- (iii) engraving of heraldic designs;
- (iv) engraving of outlines for cutting out;
- (v) cutting in relief and/or sinking for the purpose of, or in preparation for, enamelling or otherwise;
- (vi) matting, embossing, carving, and/or chasing, and is intended to be in conjunction with the Jewellery and Precious Metal Industry.]

“Main Agreement” means the wage Agreement published from time to time in terms of section forty-eight of the Act for the Jewellery and Precious Metal Industry.

“Wage” means the amount of money payable to an employee in terms of clause 6 of the Main Agreement.

4. SICK BENEFIT FUND.

(1) Continuation.—The Transvaal Jewellers’ and Goldsmiths’ Sick Benefit Fund (hereinafter referred to as the “Sick Benefit Fund” or the “Fund”), established under Government Notice No. 2337 of the 24th December, 1943, is hereby continued.

(b) ’n persoon wat op die datum waarop die betrokke ambag kragtens subartikel (1) van artikel sesien van die Wet op Vakleerlinge, 1944, aangewys is, nie ’n minderjarige was nie en wat ingevolge ’n leerlingkontrak in ’n erkende ambag in die nywerheid in diens is, nl. die genoemde kontrak wat vir ’n tydperk van minstens die erkende opleidingstydperk van krag is en wat voor die datum van publikasie van die voorlopige kennisgewing van aanwysing kragtens subartikel (4) van genoemde artikel aangegaan is; met dien verstande dat die kontrak, toe dit aangegaan is—

- (i) op skrif gestel is;
- (ii) deur of namens die werkgewer onderteken is;
- (iii) deur die vakleerling onderteken is; en
- (iv) deur die vakleerling se voog onderteken is as die vakleerling, toe die kontrak aangegaan is, minderjarig was;

„Raad”, die Nywerheidsraad vir die Juweel- en Edelmetaalnywerheid;

„bedryfsinrigting”, persele waarop of in verband waarmee een of meer persone in die Juweel- en Edelmetaalnywerheid werk saam is;

„Nywerheid”, die Juweel- en Edelmetaalnywerheid;

„Juweel- en Edelmetaalnywerheid”, die gesamentlike onderneming waarin werkgewer en werknemer vir een van die volgende doeleindes geassosieer is:—

- (a) Die vervaardiging van een of meer van die volgende artikels, hoofsaaklik uit edelmetale, met inbegrip van alle werksaamhede wat sodanige vervaardiging behoort—
 - (i) juweliersware en/of persoonlike sierade met of sonder sieraadstene;
 - (ii) montuur vir sieraadstene;
 - (iii) medaljes, medaljons, wapens, vrymesselaarsjuwele en/of dergelike artikels;
 - (iv) ornamente, siervate, siergerei, en/of dergelike sierartikels;
 - (v) dele van enigene van voornoemde artikels;
- (b) die set en/of opnuut set van sieraadstene in artikels in paragraaf (a) gemeld;
- (c) die gravering van artikels in paragraaf (a) gemeld;
- (d) die herstel, wysiging en/of vernuwing van artikels in paragraaf (a) gemeld;
- (e) die emaljerig van alle voorwerpe in paragraaf (a) genoem;
- (f) die maak en/of herstel van gereedskap en/of stempels wat, in die werksaamhede gemeld in hierdie omskrywing gebruik word of vir gebruik daarin bedoel is, wanneer dit onderneem word deur ’n werkgewer wat sulke werksaamhede verrig en wanneer dit in verband daarmee onderneem word;
- (g) die gravering van stempels wat in die werksaamhede vermeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is;

(Die uitdrukking „emaljerig” wat in hierdie woordomschrywing gebrueg word, beteken ’n verglaasde stof wat met die hand of met ’n masjien en/of ’n warmteproses op die oppervlakte van ’n metaalvoorwerp aangebring word.)

[Die uitdrukking „edelmetale”, genoem in paragraaf (a) van hierdie woordomschrywing, beteken die edelmetale goud, silwer, platina en/of ’n palladium en/of ’n legering wat genoemde edelmetale of enigene daarvan in so ’n verhouding tot ander metale bevat dat dit die grootste waarde van so ’n legering uitmaak.]

[Die uitdrukking „sieraadstene”, in paragrafe (a) en (b) van hierdie woordomschrywing genoem, beteken edelstene en/of halfedelstene en/of ander sierstene, hetsy geslyp en gepoleer of van natuurlike vorm en glans en/of namaakstene van sulke stene.]

[Die uitdrukking „graverwerk” wat in hierdie woordomschrywing gebrueg word, omvat sonder om die betekenis daarvan te beperk, die volgende:—

- (i) Gravering van blom-, dekoratiewe en/of abstrakte ontwerpe;
- (ii) gravering van inskripsies, datums, monogramme, voorletters en/of iets dergeliks;
- (iii) gravering van heraldiese ontwerpe;
- (iv) gravering van buitelyne vir uitsny;
- (v) reliëfsnywerk en/of versinkwerk vir die doeleindes van of ter voorbereiding van emaljerig of andersins;
- (vi) matwerk, bossleerwerk, kerfwerk en/of gedrewe werk, en dit word in verband met die Juweel- en Edelmetaalnywerheid bedoel.]

„Hooforeenkoms”, die loonooreenkoms wat van tyd tot tyd ingevolge artikel agt-en-veertig van die Wet vir die Juweel- en Edelmetaalnywerheid gepubliseer word;

„loon”, die bedrag in geld wat ingevolge artikel 6 van die hooforeenkoms aan ’n werknemer betaalbaar is.

4. SIEKTEBYSTANDSFONDS.

(1) Voortbestaan.—Die Transvaal Jewellers’ and Goldsmiths’ Sick Benefit Fund (hieronder die „Siektebystandsfonds” of die „Fonds” genoem) ingestel ingevolge Goewermentskennisgewing No. 2337 van 24 Desember 1943, word hierby voortgesit.

(2) *Objects.*—The objects of the Fund shall be—

- (a) to provide members of the Fund with medical and sickness benefits during periods of sickness or incapacity;
- (b) to do such other lawful things as in the opinion of the Management Committee will protect and further the physical health of members;
- (c) to provide, upon the death of a member, a monetary benefit for his nominee or nominees.

(3) *Management and Administration.*—(a) The affairs of the Fund shall be administered by a sub-committee of the Council appointed in terms of its constitution and consisting of three representatives of the employers' organisation and three representatives of the trade union and to be known as the "Management Committee of the Sick Benefit Fund" (hereinafter referred to as the "Management Committee").

(b) The Management Committee may, subject to the approval of the Council by resolution, make rules for the Fund, not inconsistent with the Act or with the constitution of the Council or with this Agreement or with any other law regulating the appointment and tenure of office of members of the Management Committee; the powers and duties of the Management Committee and its meetings and procedure; the appointment, tenure of office, conditions of service, powers and duties of a secretary, clerical assistants, public accountant, medical, surgical and dental officers, nurses, and other medical assistance to the Fund; the engagement of medical specialists and consultants; the investment of moneys of the Fund; and all other matters connected with the general administration and management of the Fund; and the Management Committee may, subject to the approval of the Council by resolution, amend such rules in a manner to be therein prescribed.

(c) A copy of the rules of the Fund and of any amendments thereto shall be lodged with the Secretary for Labour and a copy shall be available at the office of the secretary to the Fund for inspection by any person engaged in the Industry.

(d) *Financial Control.*—(i) All expenses of administration shall be a charge on the Fund.

(ii) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the period ending 31 December. The audited statement shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Industrial Registrar within three months after the aforementioned date.

(iii) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed by such persons as may from time to time be authorised by the Management Committee.

(iv) Surplus funds shall not be invested otherwise than in—

- (a) Stock of the Government of the Republic of South Africa or local government stock;
- (b) National savings certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in Building Societies or Banks, or in any other manner approved by the Registrar.

(4) *Membership.*—(a) All employees in the Industry shall be eligible for membership of the Fund.

(b) Such employees shall become and/or continue to be members of the Fund subject to clauses 4 (4) (d) and (e) and 4 (5) (a), (b) and (c).

(c) An employee shall be deemed to be admitted to membership of the Fund upon receipt of the secretary of the first remittance of contributions in respect of such employee in terms of clause 4 (6) (g).

(d) Admission to membership shall be subject to the condition that at the time of such admission the employee is not of unsound and intemperate or immoral habits.

(e) If the Management Committee decides upon reasonable cause that the condition prescribed by clause 4 (4) (d) has not been fulfilled, the membership of such employee shall be void *ab initio* and the Council shall have the right on behalf of the Fund to recover from such person by legal action or other lawful means the total amount or value of all benefits received by such employee from the Fund.

(5) *Termination of Membership.*—(a) Without limiting the effect of clause 4 (4) (d) and (e), if at any time the Management Committee decides upon reasonable cause that a member of the Fund is of unsound, intemperate or immoral habits, the Committee may by resolution terminate the membership of such member.

(b) Termination of membership in pursuance of paragraph (a) shall take effect as from the date on which notification, in writing, of the resolution terminating such membership is given by the secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund but no claim shall accrue thereafter.

(c) *Right of Appeal.*—There shall be a right of appeal to the Industrial Council from any decision of the Management Committee in pursuance of clauses 4 (4) (e) and 4 (5) (a). The Industrial Council shall hear the appeal and may make such investigations as it may deem fit and shall either confirm the Management Committee's decision or give such decision as in its opinion the Committee ought to have given and which shall be deemed to be the decision of the Committee.

(2) *Doelstellings.*—Die doel van die Fonds is—

- (a) om lede van die Fonds van geneeskundige en siektebystand gedurende tydperke van siekte of ongeskiktheid te voorsien;
- (b) om sodanige ander wettige dinge te doen as wat volgens die mening van die Bestuurskomitee die liggaamlike gesondheid van lede sal beskerm en bevorder;
- (c) om by die afsterwe van 'n lid aan sy benoemde of benoemdes geldelike bystand te verleen.

(3) *Bestuur en administrasie.*—(a) Die sake van die Fonds moet geadminestreer word deur 'n subkomitee van die Raad wat ooreenkomstig die grondwet daarvan aangestel word en uit drie verteenwoordigers van die werkgewersorganisasie en drie verteenwoordigers van die vakvereniging bestaan en wat bekend moet staan as die "Bestuurskomitee" van die Siektebystandsfonds" (hieronder die "Bestuurskomitee" genoem).

(b) Die Bestuurskomitee kan, onderworpe aan die goedkeuring van die Raad deur 'n besluit, reëls vir die Fonds opstel wat nie onbestaanbaar is nie met die Wet of met die grondwet van die Raad of met hierdie Ooreenkoms of met 'n ander wet wat die aanstelling en ampstyd van lede van die Bestuurskomitee, die bevoegdhede en pligte van die Bestuurskomitee en sy vergaderings en prosedure, die aanstelling, ampstyd, diensvoorwaardes, bevoegdhede en pligte van 'n sekretaris, klerklike assistente, openbare rekenmeester, geneeskundige-, sykundige- en tandheelkundige-beamptes, verpleegsters en ander geneeskundige hulp aan die Fonds, die indiensneming van geneeskundige spesialiste en raadplegende geneesher, die belegging van die Fonds se geld en alle ander sake in verband met die algemene administrasie en bestuur van die Fonds reël; en die Bestuurskomitee kan, onderworpe aan die goedkeuring van die Raad by 'n besluit, sodanige reëls op die manier wat daartoe voorgeskryf moet word, wysig.

(c) 'n Afskrif van sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word en 'n afskrif moet in die kantoor van die Sekretaris van die Fonds beskikbaar wees vir inspeksie deur 'n persoon in diens in die Nywerheid.

(d) *Finansiële Beheer.*—(i) Alle administrasiekoste moet teen die Fonds in rekening gebring word.

(ii) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die Fonds betaal word. Die state moet jaarliks geouditeer word vir die tydperk eindigende 31 Desember. Die geouditeerde state moet daarop ter insae lê by die kantoor van die Nywerheidsraad en afskrifte daarvan moet binne drie maande na laasgenoemde datum aan die Nywerheids-registateur gestuur word.

(iii) Alle gelde deur die Fonds ontvang moet in 'n bankrekening in die naam van die Fonds geopen, gedeponeer word. 'n Amptelike kwitansie moet uitgereik word vir alle gelde deur die Fonds ontvang en opvragings uit die Fonds moet per tjek wat onderteken is deur persone wat van tyd tot tyd deur die Bestuurskomitee aangewys word, geskied.

(iv) Surplus fondse mag nie belê word op 'n ander manier as die volgende:—

- (a) In effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Posspaarbankrekenings of -sertifikate;
- (d) in spaarrekenings, permanente aandele, of vaste depositos in bouverenigings of banke, of op enige ander wyse wat deur die Registrateur goedgekeur word.

(4) *Lidmaatskap.*—(a) Alle werknemers in die Nywerheid is geskik om tot lede van die Fonds verkies te word.

(b) Alle werknemers in die Nywerheid moet onderworpe aan klousules 4 (4) (d) en (e) en 4 (5) (a), (b) en (c) lede van die Fonds word en/of bly.

(c) 'n Werknemer word geag tot die Fonds toegelaat te wees nadat die Sekretaris die eerste bydraes ten opsigte van so 'n werknemer ingevolge klousule 4 (6) (g) ontvang het.

(d) Toelating tot lidmaatskap is onderworpe aan die voorwaarde dat 'n werknemer ten tye van sy toelating sobere, matige en sedelike gewoontes het.

(e) As die Bestuurskomitee op redelike gronde besluit dat daar nie aan die voorwaarde voorgeskryf by klousule 4 (4) (d) voldoen is nie, is die lidmaatskap van 'n werknemer *ab initio* ongeldig en die Raad het die reg om namens die Fonds die totale bedrag of waarde van alle bystand wat so 'n werknemer van die Fonds ontvang het by 'n regsgeding of deur ander regmatige middele op hom te verhaal.

(5) *Beëindiging van lidmaatskap.*—(a) Sonder om die uitwerking van klousules 4 (4) (d) en (e) te beperk, kan die komitee by besluit die lidmaatskap van 'n lid beëindig, genoemde komitee te enige tyd op redelike gronde besluit dat 'n lid van die Fonds onsobere, onmatige of onsedelike gewoontes het.

(b) Beëindiging van lidmaatskap ingevolge paragraaf (a) tree in werking op die datum waarop die Sekretaris van die Fonds die betrokke lid skriftelik in kennis stel van die besluit om sy lidmaatskap te beëindig. Die Fonds moet aansprake op bystand wat tot op daardie datum opgeloopt het, betaal, maar geen aanspraak kan daarna ooploop nie.

(c) *Reg van appèl.*—Daar kan by die Nywerheidsraad appèl aangeteken word teen 'n beslissing van die Bestuurskomitee ingevolge klousules 4 (4) (e) en 4 (5) (a). Die Nywerheidsraad moet die appèl hoor en kan sodanige ondersoek as wat hy nodig ag, instel en hy moet of die beslissing van die Bestuurskomitee bekrachtig of sodanige beslissing vel as wat na die mening van die Raad die Komitee hoort te gegee het en sodanige beslissing sal geag word die beslissing van die Komitee te wees.

(d) The membership of an employee shall terminate upon his ceasing to be employed in the Industry; provided that an employee shall remain eligible for the benefits deriving from the Fund during any period of unemployment immediately following his employment in the Industry but not exceeding thirteen weeks, if he is otherwise in compliance with the conditions entitling him to such benefits; provided further that such member shall not be entitled to sick pay.

(6) *Contributions.*—(a) The Fund shall be financed by the moneys standing to the credit of the Fund at the date of this Agreement and by contributions to be made by employers and employees, and such contributions shall be of the amounts and shall be made in the manner prescribed by this sub-clause.

(b) *Employee's Contributions.*—(i) *Weekly Paid Employees.*—Every employer shall deduct from the weekly wages of each of his weekly paid employees who is a member of the Fund an amount in accordance with the following scale in terms of such employee's contribution to the Fund:—

Amount of Ordinary Weekly Wage.	Amount of Weekly Contributions to be Deducted.
Up to and including R5.....	2½
R5.01 and including R7.....	7½
R7.01 and including R9.....	12½
R9.01 and including R11.....	17½
R11.01 and including R13.....	22½
R13.01 and including R15.....	27½
R15.01 and including R17.....	32½
R17.01 and including R19.....	37½
R19.01 and including R21.....	42½
R21.01 and including R23.....	47½
R23.01 and including R25.....	52½
R25.01 and over.....	55

(ii) *Monthly Paid Employees.*—Every employer shall deduct from the monthly wages of each of his monthly paid employees who is a member of the Fund an amount in accordance with the following scale (which is based on four and one-third times the scale for weekly paid employees in respect of such employees' monthly contribution to the Fund):—

Amount of Ordinary Monthly Wages.	Amount of Monthly Contributions to be Deducted.
Up to and including R21.67.....	0.11
R21.68 and including R30.33.....	0.32½
R30.34 and including R39.00.....	0.54
R39.01 and including R47.67.....	0.76
R47.68 and including R56.33.....	0.97½
R56.34 and including R65.00.....	1.19
R65.01 and including R73.67.....	1.41
R73.68 and including R82.33.....	1.62½
R82.34 and including R91.00.....	1.84
R91.01 and including R99.67.....	2.06
R99.68 and including R108.33.....	2.27½
Over R108.33.....	2.39

(c) When a member, being a weekly paid employee, is employed for less than eight hours in any one week, or being a monthly paid employee, is employed for less than thirty-five hours in any one month, the deductions prescribed by paragraph (b) shall not be made.

(d) *Employees on Leave.*—When a member is on paid leave his contributions shall be continued as if he were still working and for that purpose the employer shall make the necessary deductions from his leave pay.

(e) If the services of an employee who is a member of the Fund are terminated before the commencement of the annual holiday leave period prescribed in sub-clause (1) of clause 14B of the main Agreement, his employer shall deduct his contributions from his leave pay, which bears the same proportion to the amount of his said leave pay as the period of his employment with the same employer as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later, bears to 12 (twelve) months service.

(f) *Employers' Contributions.*—To each amount deducted by the employer in pursuance of paragraphs (b), (c), (d) and (e) of this sub-clause the employer shall as and for his contribution add an equal amount.

(g) *Remittance of Contributions.*—Each employer shall remit the total sum of contributions within each calendar month in pursuance of paragraphs (b), (c), (d), (e) and (f) of this sub-clause, together with a statement in the form of Annexure "A" to this Agreement with such variations as the circumstances require, duly completed and signed by him, by the 10th of the following month, to the secretary of the Fund at the address, P.O. Box 8530, Johannesburg, or such other address as the employer may be notified, in writing, by the secretary.

(d) Die lidmaatskap van 'n werknemer eindig wanneer hy nie meer in diens in die Nywerheid is nie; met dien verstande dat 'n werknemer nog geregtig is op bystand uit die Fonds gedurende 'n tydperk van werkloosheid wat onmiddellik op sy diens in die Nywerheid volg, maar vir hoogstens 13 weke, as hy andersins voldoen aan die voorwaardes wat hom die reg op sodanige bystand gee; voorts met dien verstande dat die lid nie op siektebesoldiging geregtig is nie.

(6) *Bydraes.*—(a) Die Fonds word gefinansier uit geld wat op die datum van hierdie Ooreenkoms in die krediet van die Fonds staan en uit bydraes deur werkgevers en werknemers, en dié bydraes moet die bedraes wees en moet gemaak word soos in hierdie subartikel voorgeskryf.

(b) *Bydraes van werknemers.*—(i) *Werknemers wat weekliks besoldig word.*—Elke werkgever moet van die weeklikse besoldiging van elkeen van sy werknemers wat weekliks besoldig word 'n bedrag aftrek ooreenkomstig die volgende skaal ingevolge sodanige werknemer se bydraes tot die Fonds:—

Bedrag van gewone weeklikse loon.	Bedrag van weeklikse bydraes wat afgetrek moet word.
Tot en met R5.....	2½
R5.01 tot en met R7.....	7½
R7.01 tot en met R9.....	12½
R9.01 tot en met R11.....	17½
R11.01 tot en met R13.....	22½
R13.01 tot en met R15.....	27½
R15.01 tot en met R17.....	32½
R17.01 tot en met R19.....	37½
R19.01 tot en met R21.....	42½
R21.01 tot en met R23.....	47½
R23.01 tot en met R25.....	52½
Bo R25.00.....	55

(ii) *Werknemers wat maandeliks besoldig word.*—Elke werkgever moet van die maandloon van elkeen van sy werknemers wat maandeliks besoldig word en wat lede van die Fonds is, 'n bedrag aftrek ooreenkomstig die volgende skaal (wat gebaseer is op 4½ maal die skaal van werknemers wat weekliks besoldig word), as en vir so 'n werknemer se maandelikse bydrae tot die Fonds:—

Bedrag van gewone maandelikse loon.	Bedrag van maandelikse bydraes wat afgetrek moet word.
Tot en met R21.67.....	0.11
R21.68 tot en met R30.33.....	0.32½
R30.34 tot en met R39.00.....	0.54
R39.01 tot en met R47.67.....	0.76
R47.68 tot en met R56.33.....	0.97½
R56.34 tot en met R65.00.....	1.19
R65.01 tot en met R73.67.....	1.41
R73.68 tot en met R82.33.....	1.62½
R82.34 tot en met R91.00.....	1.84
R91.01 tot en met R99.67.....	2.06
R99.68 tot en met R108.33.....	2.27½
Bo R108.33.....	2.39

(c) Wanneer 'n lid wat 'n werknemer is wat weekliks besoldig word, minder as 8 uur in een week werk, of wat 'n werknemer is wat maandeliks besoldig word, minder as 35 uur in een maand werk, moet die afrekkings wat by paragraaf (b) voorgeskryf word, nie gemaak word nie.

(d) *Werknemers met verlof.*—Wanneer 'n lid met betaalde verlof is, moet hy steeds bydra asof hy nog werk en die werkgever moet die nodige bedrae vir dié doel van sy verlofbesoldiging aftrek.

(e) As die dienste van 'n werknemer wat 'n lid van die Fonds is, voor die begin van die jaarlikse vakansieverlof, voorgeskryf by subklousule (i) van klousule 14B van die hoofooreenkoms beëindig word, moet sy werkgever 'n bedrag van sy verlofbesoldiging aftrek wat in dieselfde verhouding tot die bedrag van sy genoemde verlofbesoldiging staan as wat sy dienstdyperk by dieselfde werkgever met ingang van 25 Desember voor of vanaf die datum waarop hy by dieselfde werkgever in diens getree het, of na gelang van die jongste datum, tot 12 (twaalf) maande diens staan.

(f) *Bydraes van werkgevers.*—Die werkgever moet by elke bedrag wat hy ingevolge paragrawe (b), (c), (d) en (e) van hierdie subklousule aftrek, 'n gelyke bedrag as en vir sy bydrae voeg.

(g) *Aanstuur van bydraes.*—Elke werkgever moet die totale bedrag van bydraes gedurende elke kalendermaand ingevolge paragrawe (b), (c), (d), (e) en (f) van hierdie subklousule, saam met 'n opgaaf in die vorm van Aanhangsel A van hierdie Ooreenkoms met sodanige afwykings as wat die omstandighede vereis, behoorlik deur hom ingevul en onderteken, op of voor die 10de van die daaropvolgende maand aan die Sekretaris van die Fonds by die adres, Posbus 8530, Johannesburg, stuur of aan sodanige ander adres waarvan die sekretaris die werkgever skriftelik in kennis stel.

(7) *Minimum Benefits.*—A member of the Fund shall be entitled to the following minimum benefits, subject to the provisions of sub-clauses (8) and (9):—

- (a) *Medical Attention.*—Medical attention, including the cost of X-ray examinations, operations, injections, specialist's fees, ophthalmic examinations and operations.

The total amount of benefits payable to or on behalf of a member in pursuance of this paragraph shall not exceed one hundred and twenty rand (R120) within one calendar year; provided that during the first calendar year of membership the total amount of such benefits shall be proportionate to the unexpired portion of the calendar year at the date of admission to membership calculated in weeks, portion of a week being disregarded in such calculation.

- (b) *Spectacles.*—The supply of spectacles on the prescription of an oculist or optician, shall not exceed one pair per calendar year.

The amount of the benefit payable to or on behalf of a member in pursuance of this paragraph shall not exceed six rand (R6) in respect of any one pair of spectacles and when any such benefit has been paid the member shall not be entitled to a similar benefit until the lapse of one year thereafter. This benefit shall not include repairs to spectacles occasioned by loss, theft or destruction.

- (c) *Dental Services.*—Dental services to the extent of the following:—

Fillings, extractions, prophylaxis, gum treatments, root therapy, X-ray and dentures, provided that in respect of the manufacture, fitting or repairs of dentures, the member concerned shall be personally responsible to the Fund for the payment of half the cost involved for each separate service; and provided further, that the above services shall not include crown and bridge work, surgical work or metal and cast dentures.

Within its discretion, however, the Management Committee may authorise the rendition of dental services, to any member, other than those specified above, subject to the condition that the total liability of the Fund in respect of dental services rendered to any member, shall not exceed eight rand forty cents (R8.40) during any calendar year.

- (d) *Medicines, Etc.*—Supplies of medicines, drugs, ointments, bandages and lotions upon the authority of a prescription signed by a medical officer to the Fund.

- (e) *Sick Pay.*—Sick pay in respect of any period or periods during which such member is incapacitated by such illness or injury and thereby precluded from earning his wages in accordance with the following scale, but not exceeding in the aggregate during any one calendar year the maximum amount to which the member would be entitled in terms of paragraph (iii) of the said following scale:—

- (i) If such incapacity does not exceed two days, including non-working days, no sick pay.
- (ii) If a member's incapacity in an unbroken period exceeds two working days but does not exceed 21 days (working days and non-working days included), then such member shall be entitled to payment in respect of each working day absent from work an amount equivalent to that which he would have earned on such days; provided that no member shall be entitled to receive more than R22 per week.
- (iii) If such incapacity exceeds three weeks, sick pay in accordance with paragraph (ii) of this scale in respect of the first three weeks, and thereafter in respect of each additional day on which the employee would ordinarily have worked and to the extent of a further period not exceeding five weeks, sick pay at half the rate prescribed in paragraph (ii) of this scale.
- (iv) In determining the amount or amounts payable to a member in terms of paragraphs (ii) and (iii) the ordinary weekly wage of the employee concerned shall—
 - (a) in the case of an employee working in a five-day establishment, be divided by five; and
 - (b) in the case of an employee working in a 5½-day establishment, be divided by two-elevenths in respect of any day from Monday to Friday in respect of which payment is made, and by one-eleventh in respect of payments made from the Fund in respect of Saturdays.

(f) *Death Benefit.*

- (i) On the death of a member of the Fund and on production of a death certificate, the Fund shall immediately donate and pay forthwith the amount of the benefit prescribed in sub-paragraph (ii) to his duly appointed nominee.

(7) *Minimum bystand.*—'n Lid van die Fonds wat siek word of 'n besering opdoen as gevolg van 'n ondersoek, is behoudens die bepaling van subklousules (8) en (9) geregtig op die volgende minimum bystand:—

- (a) *Geneeskundige hulp.*—Geneeskundige hulp, met inbegrip van die koste van X-straalondersoeke, operasies, inspuittings, ondersoeke deur spesialiste, gelde van narkotiseurs, hospitaal- en verpleeginrigtinggelde, oogkundige ondersoeke en operasies.

Die totale bedrag aan bystand wat kragtens hierdie paragraaf aan of ten behoeve van 'n lid betaalbaar is, mag nie honderd-en-twintig rand (R120) in een kalenderjaar te bowe gaan nie; met dien verstande dat die totale bedrag van sodanige bystand gedurende die eerste kalenderjaar van lidmaatskap in verhouding moet wees tot die onverstreke deel van die kalenderjaar op die datum waarop die lid tot die Fonds toegelaat is, volgens weke bereken. 'n Gedeelte van 'n week word in hierdie berekening nie in ag geneem nie.

- (b) *Brille.*—Die verskaffing van brille op voorskrif van 'n oogarts of 'n optisiën mag nie een bril per jaar oorskry nie.

Die bedrag aan bystand wat kragtens hierdie paragraaf aan of ten behoeve van 'n lid betaalbaar is, mag nie ses rand (R6) ten opsigte van 'n bril te bowe gaan nie, en wanneer die bystand verleen is, is die lid nie op 'n soortgelyke bystand geregtig voordat een jaar daarna verloop het nie. Hierdie bystand omvat nie die herstel van brille wat genoodsaak word deur verlies, diefstal of vernietiging nie.

- (c) *Tandheelkundige dienste.*—Tandheelkundige dienste wat die volgende omvat:—

Stop, trek, profilaksie, tandvleisbehandeling, wortel-terapie, X-straalondersoek en kunstande; met dien verstande dat die betrokke lid t.o.v. die vervaardiging, pas of herstel van kunstande persoonlik verantwoordelik is om die helfte van die koste wat aangegaan is vir elke afsonderlike diens aan die Fonds te betaal, en voorts met dien verstande dat bogenoemde dienste nie kroon- en brugwerk, snykundige werk, metaal- en gegote kunstande omvat nie.

Na goeë dunde kan die Bestuurskomitee egter die verskaffing van tandheelkundige dienste, uitgesonderd dié wat hierbo genoem word, aan 'n lid goedkeur, onderworpe aan die voorwaarde dat die totale aanspreeklikheid van die Fonds t.o.v. tandheelkundige dienste wat aan 'n lid verskaf is hoogstens agt rand veertig sent (R8.40) gedurende 'n kalenderjaar moet wees.

- (d) *Medisyne, ens.*—Verskaffing van medisyne, verdoewingsmiddels, salf, verbande en smeermiddels op magtiging van 'n voorskrif wat deur 'n geneeskundige beamppte van die Fonds onderteken is.

- (e) *Siektebesoldiging.*—Siektebesoldiging t.o.v. 'n tydperk of tydperke waartydens so 'n lid weens siekte of besering ongeskik is en gevolglik verhinder word om sy loon te verdien, ooreenkomstig die volgende skaal, maar gedurende een kalenderjaar hoogstens altesaam die maksimum bedrag waarop die werknemer ingevolge paragraaf (iii) van genoemde volgende skaal geregtig sou wees:—

- (i) As die ongeskiktheid hoogstens twee dae duur, met inbegrip van dae waarop daar nie gewerk word nie, geen siektebesoldiging.
- (ii) As die ongeskiktheid twee dae te bowe gaan in 'n ononderbroke tydperk van hoogstens 21 dae (met inbegrip van dae waarop daar gewerk word en nie gewerk word nie) is die lid geregtig op besoldiging t.o.v. elke werkdag waarop hy van die werk afwesig is tot 'n bedrag wat gelyk is aan dié wat hy sou verdien het op dieselfde dae, onderworpe aan die voorbehoud dat geen lid geregtig is op meer as R22 weekliks nie.
- (iii) Wanneer die ongeskiktheid langer as drie weke duur, siektebesoldiging ooreenkomstig paragraaf (ii) van hierdie skaal t.o.v. die eerste drie weke en daarna t.o.v. elke bykomende dag waarop die werknemer onder gewone omstandighede sou gewerk het en vir nog 'n tydperk van hoogstens vyf weke, siektebesoldiging teen die helfte van die skaal wat in paragraaf (ii) van hierdie skaal voorgeskryf is.
- (iv) Om die bedrag of bedrae vas te stel wat ingevolge die bepaling van paragrawe (ii) en (iii) aan 'n lid betaalbaar is, moet die gewone weekloon van die betrokke werknemer—
 - (a) in die geval van 'n werknemer wat in diens is in 'n bedryfsinrigting waarin 5 dae gewerk word, deur 5 gedeel word; en
 - (b) in die geval van 'n werknemer wat in diens is in 'n inrigting waarin 5½ dae gewerk word, deur tweelfdes gedeel word t.o.v. 'n dag van Maandag tot Vrydag ten opsigte waarvan besoldiging betaal word, en deur een-elfde t.o.v. bedrae wat uit die Fonds betaal word ten opsigte van Saterdag.

(f) *Sterftebystand.*

- (i) Wanneer 'n lid van die Fonds tot sterwe kom en 'n sterftesertifikaat ingedien word, moet die Fonds onmiddellik die bedrag van die bystand voorgeskryf in subparagraaf (ii) aan 'n persoon behoorlik deur hom benoem skenk en betaal. Die sterftebystand is

The death benefit shall not be an asset in the estate of the deceased member, but shall be the absolute property of the nominee of the deceased member.

- (ii) The amount of the death benefit shall be an amount equivalent to four times the ordinary weekly wage which the member was receiving, or would have been entitled to receive, upon the basis of full-time employment immediately preceding his death, provided that such amount shall be not less than thirty rand (R30) and that the ordinary wage upon which such amount is calculated shall not exceed the minimum wage for journeyman's work prescribed in sub-clause (1) of clause 6 of the Main Agreement.
- (iii) Each member may nominate in a manner prescribed in sub-paragraph (v) the person or persons (all being included in the designation "nominee") whom he desires to receive the said benefit upon his death.
- (iv) The Management Committee shall make available to members a printed or typewritten form for the purpose of making such nominations, which shall be in the form of Annexure B to this Agreement.
- (v) The member making his nomination shall fill in the particulars indicated in the said form and shall sign it at the foot thereof in the presence of two witnesses who shall thereupon sign the form as witnesses.
- (vi) Forthwith upon the member completing his nomination form he shall lodge it with the secretary to the Fund at the office of the Fund, and the secretary shall be responsible for the safe custody of all nomination forms so lodged.
- (vii) A member may change his nominee at any time by duly completing and lodging another nomination form, whereupon his prior nomination form shall be returned to him, which he shall then destroy in the presence of the secretary or the person acting in place of the secretary.
- (viii) If more than one nominee has been appointed by a member, then upon his death the amount of the benefit payable from the Fund shall be divided equally among such nominees and paid out to them accordingly.
- (ix) If a nominee appointed by a member cannot be traced within 12 months from the death of such member, the benefit payable to such nominee shall lapse immediately upon the expiration of that period.
- (x) If a member dies without having completed and/or lodged a nomination form in terms of sub-paragraphs (v) and (vi), the Management Committee shall have power at its discretion to pay to any person, within 12 months from the death of such member, the amount of the benefit which would have been payable to such member's nominee if such member had completed and lodged a nomination form as aforesaid; provided that any such payment, and the person to whom it is to be paid, shall be approved by resolution of the Industrial Council.

(8) *Limitation of Benefits.*—(a) A member shall not be entitled to any of the benefits prescribed by sub-clause (7) until he has contributed to the Fund for a total period of 13 weeks, if he is a weekly paid employee or for a total period of three calendar months, if he is a monthly paid employee, subject, however, to paragraph (b) hereof.

(b) When the membership of an employee has terminated in pursuance of clause 4 (5) (d) and he has within six calendar months thereafter again become a member in terms of sub-clause (4) by reason of his re-employment in the Industry, he shall, after he has again contributed to the Fund for a total period of four weeks if he is a weekly paid employee, or for a total period of one month, if he is a monthly paid employee, from the date of resumption of membership, be entitled to benefits as if his membership had not been so terminated.

(c) If the circumstances which give rise to a claim by a member to benefits under sub-clause (7) also give, or can reasonably be deemed to give, rise to a claim by such member for—

- (i) compensation under the Workmen's Compensation Act for the time being in force; or
- (ii) damages resulting from a motor vehicle or motor cycle accident;

for or in respect of any item of compensation or damage which is included within the benefits specified in the said sub-clause, such member shall not be entitled to claim upon the Fund until he has prosecuted such claim for compensation or damages to judgment or until such claim has been settled by agreement, and the amount of any such judgment in favour of such member or the amount payable to him in terms of any such settlement shall be deducted from the total amount of benefits payable to him under the said sub-clause.

(d) A member shall not be entitled to sick pay in terms of clause 4 (7) (e) in respect of any period of either paid or unpaid leave.

(e) A member shall not be entitled to any benefits if the Management Committee decides upon reasonable cause that the member's claim to benefit arises from malingering or that such claim arises from illness or injury resulting from the commission of or attempt to commit a crime, or resulting from insobriety, intemperance, immorality, venereal disease, riotous or unlawful

nie 'n bate in die boedel van die gestorwe lid nie, maar is die volstrekte eiendom van die benoemde van die afgestorwe lid.

- (ii) Die bedrag van die sterftbystand moet gelykstaan aan viermaal die gewone weekloon wat die lid ontvang het of wat hy geregtig sou gewees het om te ontvang onmiddellik voor sy dood op die basis van voltydse diens; met dien verstande dat so 'n bedrag minstens dertig rand (30) moet wees en dat die gewone loon waarop so 'n bedrag bereken word, hoogstens die minimum loon vir 'n vakman se werk, voorgeskryf in subklousule (1) van klousule 6 van die hoofooreenkoms moet wees.
- (iii) Elke lid kan die persoon of persone (wat almal in die omskrywing „benoemde” omvat word) wat hy verlang om genoemde bystand by sy afsterwe te ontvang, op die manier voorgeskryf in subparagraaf (v), benoem.
- (iv) Die Bestuurskomitee moet 'n gedrukte of getikte vorm vir die maak van sulke benoemings aan lede beskikbaar stel en dit moet in die vorm van Aanhangsel B van hierdie Ooreenkoms wees.
- (v) Die lid wat sy benoeming maak, moet die besonderhede gemeld in genoemde vorm invul, en die vorm onderaan onderteken in die teenwoordigheid van twee getuies wat dit daarop as getuies moet onderteken.
- (vi) Nadat die lid sy benoemingsvorm voltooi het, moet hy dit by die Sekretaris van die Fonds by die kantoor van die Fonds indien en die Sekretaris is verantwoordelik vir die veilige bewaring van alle nominasievorms wat aldus ingedien is.
- (vii) 'n Lid kan sy benoemde te eniger tyd verander, deur 'n ander benoemingsvorm behoorlik in te vul en in te dien; hierna moet sy vorige benoemingsvorm aan hom teruggestuur word en hy moet dit in die teenwoordigheid van die Sekretaris of die persoon wat namens die Sekretaris optree, vernietig.
- (viii) Indien 'n lid meer as een persoon benoem het, moet die bedrag van die bystand wat uit die Fonds aan hom betaalbaar is, by sy afsterwe eweredig onder sodanige benoemdes verdeel word en dienoooreenkomstig aan hulle betaal word.
- (ix) Indien 'n lid se benoemde nie binne 12 maande na die afsterwe van so 'n lid opgespoor kan word nie, vervall die bystand wat aan so 'n benoemde betaalbaar is onmiddellik by verstryking van dié tydperk.
- (x) Indien 'n lid te sterwe kom en hy nie 'n benoemingsvorm ingevolge subparagrafe (v) en (vi) ingevul of ingedien het nie, het die bestuurskomitee die bevoegdheid om na goeddunke die bedrag van die bystand wat aan so 'n lid se benoemde betaalbaar sou gewees het as so 'n lid 'n benoemingsvorm soos hierbo gemeld, ingevul en ingedien het, aan enige persoon binne 12 maande na die dood van die lid te betaal; met dien verstande dat so 'n betaling en die persoon aan wie dit betaal moet word, by besluit van die Nywerheidsraad goedgekeur moet word.

(8) *Bepering van bystand.*—(a) 'n Lid is nie op die bystand voorgeskryf in subklousule (7) geregtig nie, totdat hy vir 'n totale tydperk van 13 weke tot die Fonds bygedra het, as hy 'n werknemer is wat weekliks in diens is, of vir 'n totale tydperk van drie kalendermaande as hy 'n werknemer is wat maandeliks in diens is, onderworpe egter aan paragraaf (b) hiervan.

(b) Wanneer die lidmaatskap van 'n werknemer ingevolge klousule 4 (5) (d) beëindig is en hy binne ses kalendermaande daarna weer 'n lid word ingevolge subklousule (4) op grond van sy herindienstreding in die Nywerheid, word hy, nadat hy weer vir 'n totale tydperk van 4 weke tot die Fonds bygedra het, as hy 'n werknemer is wat weekliks in diens is, of vir 'n totale tydperk van een maand, as hy 'n werknemer is wat maandeliks in diens is met ingang van die hervatting van sy lidmaatskap geregtig op bystand asof sy lidmaatskap nie aldus beëindig was nie.

(c) Wanneer die omstandighede wat aanleiding gee tot 'n lid se aanspraak op bystand ingevolge subklousule (7), ook aanleiding gee of redelik geag word as aanleiding tot dié lid se aanspraak op—

- (i) skadeloosstelling ingevolge die Ongevallewet, wat dan van krag is; of
- (ii) skadevergoeding weens 'n motorvoertuig- of 'n motorfietsongeluk;

vir of t.o.v. 'n geval van skadeloosstelling of skadevergoeding wat by die bystand, gespesifiseer in genoemde subklousule, ingesluit is, is so 'n lid nie geregtig op bystand van die Fonds totdat hy oordie aanspraak op skadeloosstelling of skadevergoeding 'n geregtelike uitspraak gekry het nie of totdat so 'n aanspraak onderling geskik is nie, en die bedrag van so 'n uitspraak ten gunste van die lid of die bedrag wat ingevolge dié skikking aan hom betaalbaar is, moet afgetrek word van die totale bedrag van bystand wat ingevolge genoemde subklousule aan hom betaalbaar is.

(d) 'n Lid is nie op siekteverlof kragtens klousule 4 (7) (e) geregtig t.o.v. 'n tydperk van verlof met of sonder besoldiging nie.

(e) 'n Lid is nie op bystand geregtig nie as die Bestuurskomitee op redelike gronde besluit dat die lid se aanspraak op bystand voorspruit uit 'n voorwendsel van siekte of dat so 'n aanspraak ontstaan weens siekte of besering as gevolg van 'n misdaad of 'n poging om 'n misdaad te begaan, of ontstaan uit onmatigheid, dronkenskap, onsedelikheid, veneriese siekte, wanordelike

disorderly conduct, participation in professional sport, racing by means of automobile, motor cycle, motor boat or any other motor-propelled vehicle, flying in any capacity other than as a paying passenger or wilful refusal to carry out the advice or instructions of the medical officer to the Fund, or a legally qualified medical practitioner to whom the member has been referred by the medical officer of the Fund.

(f) The benefits described by clause 4 (7) (a), (b), (c) and (d) shall not include artificial limbs or artificial eyes, or any expenses in connection with obstetric cases.

(g) No claims for benefit or any portion thereof in pursuance of clause 4 (7) (a), (b), (c) and (d) shall be paid by the Fund if not made within three months of the date of the contraction of liability in respect of which such claim is made, and unless supported by a proper statement of account in respect of such liability; and no claim for sick pay in pursuance of clause 4 (7) (e) shall be paid by the Fund if not made within three months of the first day of incapacity.

(h) A member shall not be entitled to sick pay as prescribed by clause 4 (7) (e) if he is entitled to payment from his employer, in terms of a contract of employment, of his ordinary wages during the period in respect of which sick pay is claimed.

(i) Only expenses incurred in pursuance of treatment by the duly appointed practitioners of the Fund will be paid by the Fund—provided, however, that within its discretion, the Management Committee may accept liability where members in an emergency, or while away from their normal place of residence on annual leave or for some other lawful reason incur medical or other expenses, within the contemplation of this clause, with practitioners other than those appointed by the Management Committee.

(9) *Cessation of Benefits.*—Benefits from the Fund shall cease whenever the total amount of the Fund's investment, cash on savings deposits, cash on fixed deposits or deposits at call, cash at bank on current account and cash in hand falls below the sum of R1,000 and thereafter benefits shall not recommence until such total amount has risen to the sum of R1,500.

(10) *Arbitration in Disputes.*—When any dispute arises between a member of the Fund and the Management Committee concerning any claim for benefits, contributions payable by the member, rights and obligations of the member in relation to the Fund, the interpretation of the provisions of this Agreement or the rules of the Fund, or any other matter arising out of the provisions of this Agreement or the rules of the Fund [except any dispute arising out of any decision of the Management Committee in pursuance of clause 4 (4) (e) and 4 (5) (a)], and such dispute is not settled by agreement within two months from the date upon which it arose, the dispute shall be referred to arbitration by a single arbitrator. The arbitrator shall be appointed by mutual agreement, or failing such agreement, by the Minister of Labour. The arbitrator shall investigate the dispute and make his award in settlement thereof, which shall be final and binding upon the parties thereto.

(11) *Liquidation.*—(a) 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 Management Committee until the assets of the Fund shall be exhausted, or until the Fund shall be transferred to or amalgamated with any other fund constituted for purposes similar to those for which the Fund was created, provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer or amalgamation of its moneys as aforesaid, is entered into within six months of the date of expiry of this Agreement.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section thirty-four (2) of the Act during any period in which this Agreement is binding the Management 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 Minister 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 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 purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in paragraph (c) of this sub-clause and if upon the expiration of the Agreement 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.

(c) Upon the liquidation of the Fund in terms of paragraph (a), 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 funds of the Council.

(12) *Apprentices.*—(a) The provisions of sub-clauses (1) to (11) hereof, inclusive, shall not apply to an apprentice unless he agrees to become a member of the Fund by signing a stop order in the form of Annexure "C" to this Agreement in duplicate and

of onwettige losbandige gedrag, deelneming in beroepsport, motor-, motorfiets- of motorbootreisies of reises met 'n ander motoraangedrewe voertuig, vlieg in 'n ander hoedanigheid as dié van 'n betalende passasier, of opsetlike weiering om advies of voorskrifte van die geneeskundige beamppte van die Fonds of van 'n behoorlike gekwalifiseerde geneesheer na wie die lid deur die geneeskundige beamppte van die Fonds verwys is, na te kom.

(f) Die bystand voorgeskryf in klousules 4 (7) (a), (b), (c) en (d) omvat nie kunsledemate of kunsoë of uitgawes in verband met verloskundige gevalle nie.

(g) Geen aansprake op bystand of 'n gedeelte daarvan kan ingevolge klousules 4 (7) (a), (b), (c) en (d) deur die Fonds betaal word as dit nie binne drie maande na die datum van die ontstaan van aanspreeklikheid ten opsigte waarvan so 'n aanspraak gemaak word, ingedien is nie, en tensy dit gestaaf word deur 'n behoorlike rekeningstaat t.o.v. so 'n aanspreeklikheid en die Fonds kan geen aanspraak op siektebesoldiging ingevolge klousule 4 (7) (e) betaal nie, as dit nie binne drie maande na die eerste dag van ongeskiktheid ingedien word nie.

(h) 'n Lid is nie op siektebesoldiging soos voorgeskryf by klousule 4 (7) (e) geregtig nie as hy t.o.v. die tydperk waarvoor daar op siektebesoldiging aanspraak gemaak word, geregtig is op betaling van sy gewone loon deur sy werkgever ingevolge 'n dienskontrak.

(i) Die Fonds betaal slegs onkoste wat aangegaan is vir behandeling deur behoorlik aangestelde geneesheer van die Fonds; met dien verstande, egter, dat die Bestuurskomitee na goeie dunnke aanspreeklikheid kan aanvaar waar lede in 'n noodtoestand of terwyl hulle weg is van hulle gewone woonplek met jaarlikse verlof of om die een of ander wettige rede geneeskundige of ander uitgawes aangaan binne die bestek van hierdie klousule by geneesheer uitgesoek dié wat deur die Bestuurskomitee benoem is.

(9) *Staking van bystand.*—Bystand uit die Fonds moet gestaak word wanneer die totale bedrag van die Fonds se beleggings, kontant in spaargelde, kontant op vaste deposito of deposito op aanvraag, kontant in die bank op lopende rekening en kontant in kas, tot onder die bedrag van R1,000 daal, en daarna kan bystand nie hervat word totdat sodanige totale bedrag tot R1,500 gestyg het nie.

(10) *Arbitrasie in geval van geskille.*—Wanneer daar tussen 'n lid van die Fonds en die Bestuurskomitee 'n geskil ontstaan oor 'n aanspraak op bystand, bydraes wat 'n lid moet betaal, 'n lid se regte en verpligtings ten opsigte van die Fonds, die vertolkings van die bepalings van hierdie Ooreenkoms of die reëls van die Fonds of ander sake wat voortspruit uit die bepalings van hierdie ooreenkoms of die reëls van die Fonds [uitgesonderd 'n geskil wat ontstaan uit 'n beslissing van die Bestuurskomitee ingevolge klousules 4 (4) (e) en 4 (5) (a)] en so 'n geskil nie binne twee maande na die datum waarop dit ontstaan het, onderling bygelê word nie, moet die geskil aan arbitrasie deur 'n enkele arbiter onderwerp word. Die arbiter moet by onderlinge ooreenkoms of by toestentenis van so 'n ooreenkoms, deur die Minister van Arbeid aangestel word. Die arbiter moet die geskil ondersoek en sy beslissing ter beslegting daarvan doen en sy uitspraak is beslissend en op albei partye daarby bindend.

(11) *Likwidasie.*—(a) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk, moet die Bestuurskomitee voortgaan om die Fonds te administreer totdat die bates van die Fonds uitgeput is of totdat die Fonds oorgedra is na of geamalgameer is met enige ander fonds wat ingestel is vir soortgelyke doeleindes as dié waarvoor die Fonds ingestel is, met dien verstande dat die Fonds gelikwider sal word tensy 'n ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds of vir die oordrag of amalgamering van sy gelde soos reeds gemeld, binne ses maande van die verstryking van hierdie Ooreenkoms aangegaan is.

(b) Ingeval van die ontbinding van die Raad of as dit ophou om gedurende 'n tydperk waartydens hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, te bestaan, moet die Bestuurskomitee voortgaan om die Fonds te administreer en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou of te bestaan of ontbind word, word vir dié doel as lede daarvan geag; met dien verstande egter dat 'n vakature in die komitee deur die Minister uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde te verseker dat daar eweveel verteenwoordigers van die werkgewers en werknemers en plaasvervangers in die komitee dien. Ingeval so 'n komitee nie in staat is nie of onwillig is om sy pligte uit te voer of 'n doelpunt daarop ontstaan wat veroorsaak dat die administrasie van die Fonds na die mening van die Minister onprakties of onwenslik is, kan hy 'n kurator of kurators aanstel om die pligte van die komitee uit te voer en die kurator of kurators moet vir dié doel al die bevoegdhede van die komitee besit. Wanneer hierdie Ooreenkoms verstryk, moet die Fonds gelikwider word op die manier in paragraaf (c) gemeld, en as die sake van die Raad by verstryking van hierdie Ooreenkoms reeds afgehandel en sy bates uitgedeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet asof dit deel uitgemaak het van die algemene fondse van die Raad.

(c) Wanneer die Fonds ingevolge paragraaf (a) gelikwider word, moet die geld wat na die betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, in die krediet van die Fonds staan, in die fondse van die Raad gestort word.

(12) *Vakleerlinge.*—(a) Die bepalings van subklousules (1) tot en met (11) hiervan is nie op 'n vakleerling van toepassing nie, tensy hy instem om 'n lid van die Fonds te word deur 'n aftrekorder in die vorm van Aanhangel C van hierdie Ooreenkoms in

ANNEXURE A.

Cheques payable to:

TRANSVAAL JEWELLERS' AND GOLDSMITHS' SICK BENEFIT FUND.

P.O. Box 8530, Johannesburg.

415 EMPIRE BUILDINGS,
KRUIS STREET,
JOHANNESBURG.

Telephone 23-5249

Date _____

RETURN OF CONTRIBUTIONS.

Name of firm _____

Address _____ Telephone _____

Contributions for Month of _____ 19____ Period from _____ to _____ No. of weeks _____

Name in Full (in Block Letters).		Employees.		Classification of Employee.	Wages		Attendances—Weeks.					Total Weeks.	X	Sick Benefit Fund.		
Surname.	First Name.	Com- menced.	Left.		R	c	1st.	2nd.	3rd.	4th.	5th.			Per Week.	Total.	
														X	c	R c
														X		
														X		
TOTAL.....																

Sick Benefit Fund Contributions and Deductions are:—

Amount of Ordinary Weekly Wage.	Amount of Weekly Contributions to be Deducted.
Up to and including R5.....	2½
R5.01 and including R7.....	7½
R7.01 and including R9.....	12½
R9.01 and including R11.....	17½
R11.01 and including R13.....	22½
R13.01 and including R15.....	27½
R15.01 and including R17.....	32½
R17.01 and including R19.....	37½
R19.01 and including R21.....	42½
R21.01 and including R23.....	47½
R23.01 and including R25.....	52½
Over R25.....	55

January.....	5	May.....	4	September... 4
February....	4	June.....	4	October..... 5
March.....	4	July.....	5	November... 4
April.....	5	August.....	4	December... 4

Making a total of 52 weekly contributions for the year.

SUMMARY.

Employee S.B.F.....	R
Employer S.B.F.....	
TOTAL OF CHEQUE.....	R

"Remittance of Contributions" shall be made for each calendar month by the 10th of the following month—Duplicate as checked will be returned.

ANNEXURE B.

[Clause 4 (7) (f) (iv).]

TRANSVAAL JEWELLERS' AND GOLDSMITHS' SICK BENEFIT FUND.

415 EMPIRE BUILDINGS,
KRUIS STREET,
JOHANNESBURG.

Telephone 23-5249.

DEATH BENEFIT NOMINATION FORM.

I, the undersigned _____
hereby nominate _____

of (address) _____

to be the sole recipient of the death benefit which will be payable in accordance with the Rules of the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund, and which is due and payable on my death.

Signature _____
Address _____
Date _____

Witnesses:—

1 _____
2 _____

ANNEXURE C.

[Clause 4 (12).]

TRANSVAAL JEWELLERS' AND GOLDSMITHS' SICK BENEFIT FUND.

415 EMPIRE BUILDINGS,
KRUIS STREET,
JOHANNESBURG.

Telephone 23-5249.

STOP ORDER FOR CONTRIBUTIONS BY APPRENTICE.

(To be completed in duplicate.)

I, _____
(full name of apprentice)of _____
(address)

having agreed to become a member of the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund hereby authorise my employer _____

(name of employer)

of _____
(address of employer)

to pay on my behalf to the Secretary of the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund until further notice the contributions payable by me towards the said Fund and to pay the balance of my remuneration to me in the usual way.

Signature of Apprentice _____

Signature of Guardian if Apprentice is a Minor. _____

[Clause 5 (5).]

216 DIAMOND EXCHANGE BUILDING,
85 DE VILLIERS STREET,
JOHANNESBURG.

LICENCE OF EXEMPTION No. _____

Industrial Agreement to _____ (name and address of person to whom exemption is granted)
during the period from and including the _____ day of _____, 19____, up to and including the _____ day of _____, 19____,
subject to the following conditions: _____

(here state the conditions subject to which the exemption is granted)

N.B.—Attention is drawn to sub-clause (4) of clause *five* of the said agreement which provides:—

“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 even if the period for which it was granted has not expired”.

Dated the _____ day of _____ 19____

Secretary to the Council.

AANHANGSEL A.

Tjeks betaalbaar aan:

SIEKTEBYSTANDFONDS VAN DIE TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNION.

Posbus 8530, Johannesburg.
Telefoon 23-5249.

EM IREGEDOU 415,
KRUISTRAAT,
JOHANNESBURG.

Datum

OPGAWES VAN BYDRAES.

Naam van firma _____ Adres _____ Telefoon _____
 Bydraes vir die maand _____ 19 _____ Tydperk vanaf _____ tot _____ Getal weke _____

Naam voluit (in blokletters).		Werknemers.		Indeling van werknemer.	Lone.		Bywoning—Weke.					Totale getal weke.	X	Siektebystand-fonds.		
Familienaam.	Voornaam.	Begin.	Vertrek.				1ste.	2de.	3de.	4de.	5de.			Per week.	Totaal.	
					R	c								c	R	c
												X				
												X				
												X				
							TOTAAL.....									

Aftrekkings vir siektebystand:—

Bedrag van gewone weekloon.

Bedrag van
weeklikse
bydraes wat
afgetrek moet
word.

Januarie....	5	Mei.....	4	September... 4
Februarie... 4	Junie.....	4	Oktober..... 5	
Maart..... 4	Julie.....	5	November.... 4	
April..... 5	Augustus... 4	Desember.... 4		

wat die totaal op 52 weeklikse bydraes vir die jaar te staan bring.

wat die totaal op 52 weeklikse bydraes vir die jaar te staan bring.

Tot en met R5.....
R5.01 tot en met R7.....
R7.01 tot en met R9.....
R9.01 tot en met R11.....
R11.01 tot en met R13.....
R13.01 tot en met R15.....
R15.01 tot en met R17.....
R17.01 tot en met R19.....
R19.01 tot en met R21.....
R21.01 tot en met R23.....
R23.01 tot en met R25.....
Bo R25.00.....

OPSOMMING.

 $\dot{R}$

Werknemer se S.B.F.

Werkgewer se S.B.F.....

TOTAAL—TJEK..... R

Vir elke kalendermaand moet bydraes teen die 10de van die volgende maand ingestuur wees. Na kontrolering sal die duplikaat teruggestuur word.

AANHANGSEL B.

[Klousule 4 (7) (f) (iv).]

SIEKTEBYSTANDFONDS VAN DIE TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNION.

EMPIREGEBOU 415,
KRUISSTRAAT,
JOHANNESBURG.

Telefoon 23-5249.

STERFTEBYSTANDBENOEMINGSVORM.

Ek, die ondergetekende _____
 benoem hierby _____
 van (adres) _____
 as die alleenontvanger van die sterftebystand wat betaalbaar sal wees ooreenkomstig die reëls van die Siektebystandfonds van die Transvaalse
 Juweliers en Goudsmede en wat by my afsterwe verskuldig en betaalbaar is.

Handtekening _____
Adres _____
Datum _____

Getuies :—

1
2

AANHANGSEL C.

[Klousule 4 (12).]

SIEKTEBYSTANDFONDS VAN DIE TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNION.

EMPIREGEBOU 415,
KRUISSTRAAT,
JOHANNESBURG.

Telefoon 23-5249.

AFTREKORDER VIR BYDRAES VAN VAKLEERLING.

(Moet in duplo ingevul word.)

Nademaal ek _____

(volle naam van vakleerling)

van _____

(adres)

ingestem het om 'n lid te word van die Siektebystandfonds van die Transvaalse Juweliers en Goudsmede, magtig ek hierby my werkgever,

(naam van werkgever)

van _____

(adres van werkgever)

om tot verdere kennisgewing die bydraes wat deur my aan genoemde Fonds betaalbaar is, namens my aan die Sekretaris van die Siektebystandfonds van die Transvaalse Juweliers en Goudsmede te betaal en die saldo van my besoldiging op die gewone manier aan my te betaal.

Handtekening van vakleerling _____

Handtekening van vakleerling se voog as hy minderjarig is. _____

AANHANGSEL D.

[Klousule 5 (5).]

NYWERHEIDSRAAD VIR DIE JUWEEL- EN EDELMETAALNYWERHEID.

DIAMOND EXCHANGE-GEBOU 216,
DE VILLIERSSTRAAT 85,
JOHANNESBURG.

Telefoon 23-3898.

VRYSTELLINGSERTIFIKAAT No. _____

Uitgereik op hede die _____ dag van _____ 19_____, ingevolge artikel vyf van die Nywerheids-ooreenkoms vir die Juweel- en Edelmetalaalnywerheid, gepubliseer by Goewermentskennisgewing No. _____ in Buitengewone Staatskoerant No. _____

Hierby word gesertifiseer dat die Nywerheidsraad aan _____

(naam en adres van persoon aan wie vrystelling verleen word)

vrystelling verleen het van die bepalings van artikel _____ van genoemde Nywerheidsooreenkoms gedurende die tydperk van die _____ dag van _____ 19_____, tot en met die _____ dag van _____ 19_____, onderworpe aan die volgende voorwaardes: _____

(meld hier die voorwaardes waarop die vrystelling verleen word)

N.B.—Die aandag word gevestig op subartikel (4) van artikel vyf van genoemde Ooreenkoms wat as volg bepaal:—

„As die Raad dit nodig ag, kan hy, nadat die betrokke persoon of persone een week vooraf skriftelik daarvan in kennis gestel is, 'n vrystellingsertifikaat intrek, selfs al het die tydperk waarvoor dit toegestaan is, nog nie verstryk nie”.

Gedateer op hede die _____ dag van _____ 19_____.

Sekretaris van die Raad. _____

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