



Government Gazette

Buitengewone Extraordinary

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 867)

Price 10c Prys
Overseas 15c Oorsee
POST FREE - POSVRY

(REGULASIEKOERANT No. 867)

VOL. 29.]

PRETORIA, 17 NOVEMBER 1967.

[No. 1894.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1836.]

[17 November 1967.

INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

SICK BENEFIT FUND AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade, Transvaal, shall be binding from the 23rd November 1967, and for the period ending the 22nd November 1972, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 14, shall be binding from the 23rd November 1967, and for the period ending the 22nd November 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Johannesburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Municipal Area of Johannesburg, and from the 23rd November 1967, and for the period ending the 22nd November 1972, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 14, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

A—21829

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1836.]

[17 November 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, TRANSVAAL.

SIEKTEBYSTANDSFONDSOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat op die Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal, betrekking het, vanaf 23 November 1967 en vir die tydperk wat op 22 November 1972 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 14, vanaf 23 November 1967 en vir die tydperk wat op 22 November 1972 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Johannesburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 14, vanaf 23 November 1967 en vir die tydperk wat op 22 November 1972 eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Bantoes wat in genoemde Bedryf in diens is by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

1—1894

SCHEDULE.

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

SICK BENEFIT FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Transvaal Launderers', Cleaners' and Dyers' Association and

Johannesburg Dry Cleaners' and Launderers' Association (hereinafter called the "employers" or "employers' organisations"), of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers and

Laundry, Cleaning and Dyeing Workers' Union of South Africa (hereinafter called "the employees" or "the trade unions"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisations and are engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the trade unions and are employed in the said Trade.

(b) Notwithstanding the provisions of subclause (a) hereof, the terms of this Agreement shall only apply to or in respect of employees for whom wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of regular remuneration of less than R46.15 (forty-six rand fifteen cents) per week or R200 (two hundred rand) per month.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956;

"casual employee" means an employee who is employed by the same employer for not more than two days in any one week;

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

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

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;

"Trade" or "Laundry, Dry Cleaning and Dyeing Trade" means, without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

"wage" means the wage payable to an employee in money in respect of his ordinary hours of work, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes an incentive bonus or commission.

4. ADMINISTRATION.

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

(2) The Fund shall be financed out of contributions referred to in clause 7 of this Agreement and the assets of the existing Sick Benefit Fund originally established under Government Notice No. 15 of the 8th January 1943.

BYLAE.

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

SIEKTEBYSTANDSFONDSOOREENKOMS

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

Transvaal Launderers', Cleaners' and Dyers' Association en

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

National Union of Laundering, Cleaning and Dyeing Workers en

Laundry, Cleaning and Dyeing Workers' Union of South Africa (hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die Munisipale Gebied van Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en wat betrokke is by die Wassery-, Droogskoonmaak- en Kleurbedryf, en deur alle werknemers wat lede van die vakverenigings is en in genoemde Bedryf werksaam is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing alleenlik ten opsigte van werknemers vir wie lone voorgeskryf word in enige Ooreenkoms van die Raad wat ingevolge die Wet bindend verklaar is, en wat 'n gereelde besoldiging, wat minder is as R46.15 (ses-en-veertig rand vyftien sent) per week of R200 (tweehonderd rand) per maand, ontvang.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid mag vasstel en bly daarna van krag vir 'n tydperk van 3 jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; en, tensy onbestaanbaar met die samehang, het uitdrukkings wat alreeds omskryf is in 'n Ooreenkoms van die Raad waarin minimum lone voorgeskryf word en wat verklaar is bindend ingevolge die Wet te wees, dieselfde betekenis in hierdie Ooreenkoms. Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

„Wet" die Wet op Nywerheidsversoening, 1956;

„los werknemer" 'n werknemer wat vir hoogstens twee dae in 'n bepaalde week by dieselfde werkgever in diens is;

„Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal) wat ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, geregistreer is of geag word geregistreer te wees;

„Fonds" die Vereniging wat bekend staan as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers;

„Bestuurskomitee" of „Komitee" die Komitee wat aangestel is om die Fonds te administreer ooreenkomstig die bepalings van klousule 4 van hierdie Ooreenkoms;

„Bedryf" of „Wassery-, Droogskoonmaak- en Kleurbedryf", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die bedryf wat uitgeoefen word in bedryfsinrigtings waar artikels gewas, gestryk, skoongemaak of gekleur word volgens die bestellings van klante, en omvat dit ook depots waar sodanige artikels in ontvangs geneem word ten einde dit te laat was, stryk, skoonmaak of kleur volgens die bestellings van klante, maar omvat dit nie die kleur van pelse nie;

„loon" die gekonsolideerde loon (d.w.s. die basiese loon plus lewenskostetoelae) wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure of dié hoër bedrag wat die werkgever gereeld aan 'n werknemer betaal ten opsigte van sy gewone werkure, maar uitgesonderd 'n aansporingsbonus of 'n kommissie.

4. ADMINISTRASIE.

(1) Hierby word 'n siektebystandsfonds voortgesit wat voorheen tussen die werkgewers en werknemers in die Bedryf bestaan het en wat as die Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmakerswerkers bekend staan en in hierdie Ooreenkoms die „Fonds" genoem word.

(2) Die Fonds word gefinansier uit die bydraes soos in klousule 7 van hierdie Ooreenkoms bedoel en uit die bates van die bestaande Siektebystandsfonds wat oorspronklik by Goewermentkennissgewing No. 15 van 8 Januarie 1943 gestig is.

(3) The affairs of the Fund shall be administered by a management committee appointed by the Council and consisting of the following:—

(a) In the event of the Chairman of the Council being an independent person, the Chairman and the two vice-Chairmen of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(b) In the event of the Chairman of the Council being a representative of the employers or employees, the Chairman and the vice-Chairman of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(c) The Chairman and vice-Chairman (or vice-Chairmen, as the case may be) of the Council shall occupy these posts also on the Management Committee. In the event of the Chairman being an independent person, he shall not be entitled to vote at meetings of the Committee.

(d) The Council may appoint from amongst its principal or alternate representatives up to a total of 6 alternate members of the Management Committee: Provided that for each alternate member of the Committee who is a representative or alternate of the employers on the Council, the Council shall appoint 1 alternate member who is a representative or alternate of the employees on the Council, and vice-versa.

(e) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he shall [subject to the provisions of subclause (2) of clause 12] also cease to be a member of the Committee.

(f) Subject to the provisions of subclause (2) of clause 12 and of paragraphs (a), (b), (c) and (d) of this subclause, any vacancy which may occur in the Committee shall be filled by the Council.

(4) Subject to the provisions of the Act and of this Agreement, the Council shall adopt a constitution for the administration of the Fund, such constitution to contain provisions in respect of the following matters:—

(a) The headquarters of the Fund;

(b) the powers and duties of the presiding officer;

(c) the powers and duties of the Management Committee, which shall include the power to appoint a Secretary and employ such additional staff as may be deemed desirable in the interests of the Fund, and to determine their duties and conditions of employment;

(d) the holding of meetings of the Management Committee, including provisions relating to a quorum for and the frequency of meetings, the holding of special meetings and the voting procedure at meetings;

(e) the settlement of disputes between members of the Fund and the Management Committee, and the handling of complaints lodged by members.

(5) The constitution referred to in subclause (4) of this clause may also contain provisions for the detailed administration of the Fund and such further matters as may be deemed desirable.

(6) The constitution of the Fund may be amended by the Council at any time.

(7) Two copies of the constitution of the Fund and of all amendments thereto shall be lodged with the Secretary for Labour, Pretoria.

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

5. OBJECTS.

The objects of the Fund shall be—

(a) to raise funds—

(i) by contributions from employees and employers as provided in clause 7 of this Agreement; and

(ii) by such other means as the Management Committee may deem desirable having regard to the purposes of the Fund;

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

6. MEMBERSHIP OF THE FUND.

Every employee who is employed in the Trade and who is covered by this Agreement shall be a member of this fund, provided that casual employees and employees in receipt of regular remuneration of R46.15 (forty-six rand fifteen cents) or more per week or of R200 (two hundred rand) or more per month shall not be eligible for membership.

7. CONTRIBUTIONS.

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

(a) eight cents (8c) per week in the case of an employee receiving a wage of less than ten rand (R10) per week;

(3) Die sake van die Fonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat uit die volgende bestaan:—

(a) Ingeval die Voorsitter van die Raad 'n onafhanklike persoon is, die Voorsitter en die twee Ondervoorsitters van die Raad plus twee addisionele verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat of die hoofverteenwoordigers of die sekondusse van sodanige verteenwoordigers van onderskeidelik die werkgewers en die werknemers mag wees.

(b) Ingeval die Voorsitter van die Raad 'n verteenwoordiger van die werkgewers of die werknemers is, die Voorsitter en die Ondervoorsitter van die Raad plus twee addisionele verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat of die hoofverteenwoordigers of die sekondusse van sodanige verteenwoordigers van of die werkgewers of die werknemers mag wees.

(c) Die Voorsitter en Ondervoorsitter (of Ondervoorsitters, na gelang van die geval) van die Raad beklee hierdie poste ook in die Bestuurskomitee. Ingeval die Voorsitter 'n onafhanklike persoon is, is hy nie daarop geregtig om op vergaderings van die Komitee te stem nie.

(d) Die Raad mag uit die geledere van sy hoofverteenwoordigers of hul sekondusse hoogstens 6 sekondusse van die Bestuurskomitee aanstel; met dien verstande dat, vir elke sekondus van die Komitee wat 'n verteenwoordiger of 'n sekondus van die werkgewers in die Raad is, die Raad een sekondus wat 'n verteenwoordiger of 'n sekondus van die werknemers in die Raad is, moet aanstel, en omgekeerd.

(e) Ingeval 'n lid van die Bestuurskomitee om die een of ander rede nie meer lid van die Raad is nie, is hy, behoudens die bepaling van subklousule (2) van klousule 12, ook nie meer lid van die Komitee nie.

(f) Behoudens die bepaling van subklousule (2) van klousule 12 en van paragrafe (a), (b), (c) en (d) van hierdie subklousule, word alle vakatures wat in die Komitee mag ontstaan, deur die Raad gevul.

(4) Behoudens die bepaling van die Wet en hierdie Ooreenkoms, moet die Raad 'n konstitusie vir die administrasie van die Fonds aanvaar, en sodanige konstitusie moet bepalinge ten opsigte van die volgende sake bevat:—

(a) Die Hoofkantoor van die Fonds;

(b) die bevoegdhede en pligte van die voorsittende amptenaar;

(c) die bevoegdhede en pligte van die Bestuurskomitee, wat o.a. bestaan uit die bevoegdheid om 'n sekretaris aan te stel en dié addisionele personeel in diens te neem wat in die belang van die Fonds wenslik geag word en om hul pligte en diensvoorwaardes te bepaal;

(d) die hou van vergaderings van die Bestuurskomitee, met inbegrip van bepalinge betreffende 'n kworum vir vergaderings en die vraag hoe dikwels sodanige vergaderings gehou moet word, die hou van spesiale vergaderings en die stemprosedure op vergaderings;

(e) die beslegting van geskille tussen lede van die Fonds en die Bestuurskomitee en die hantering van klagtes wat deur lede ingedien is.

(5) Die konstitusie soos in subklousule (4) van hierdie klousule bedoel, mag ook breedvoerige bepalinge vir die administrasie van die Fonds en dié ander sake bevat wat wenslik geag word.

(6) Die Raad mag die konstitusie van die Fonds te eniger tyd wysig.

(7) Twee kopieë van die Fonds en van alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(8) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalinge van die konstitusie van die Fonds of die administrasie van die Fonds in verband waarmee lede van die Bestuurskomitee voor 'n dooie punt te staan kom, moet die saak na die Raad verwys word, en indien die Raad nie daarin slaag om dit te besleg nie, moet hy die vraag oorweeg of die geskil ooreenkomsdig sy konstitusie en arbitrasie onderwerp moet word.

5. OOGMERKE.

Die oogmerke van die Fonds is—

(a) om fondse in te samel—

(i) by wyse van bydraes van die werknemers en werkgewers, soos in klousule 7 van hierdie Ooreenkoms bepaal; en

(ii) op dié ander maniere wat die Bestuurskomitee met inagneming van die oogmerke van die Fonds wenslik mag ag;

(b) om dié bystand wat in hierdie Ooreenkoms voorgeskryf word, aan lede van die Fonds te verskaf.

6. LIDMAATSKAP VAN DIE FONDS.

Elke werknemer wat in die Bedryf werkzaam is en op wie hierdie Ooreenkoms van toepassing is, is lid van hierdie Fonds; met dien verstande dat los werknemers en werknemers wat 'n gereelde besoldiging van R46.15 (ses-en-veertig rand vyftien sent) of meer per week of van R200 (tweehonderd rand) of meer per maand ontvang, nie vir lidmaatskap in aanmerking mag kom nie.

7. BYDRAES.

(1) Vir die doel van die Fonds moet elke werkgewer op elke betaaldag, met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, van die loon van elke werknemer wat deur hierdie Ooreenkoms gedek word en wat in enige week gewerk het, 'n bedrag aftrek van—

(a) agt sent (8c) per week in die geval van 'n werknemer wat 'n loon van minder as tien rand (R10) per week ontvang;

(b) fourteen cents (14c) per week in the case of an employee receiving a wage of ten rand (R10) or more but less than fourteen rand (R14) per week; and

(c) twenty-one cents (21c) per week in the case of an employee receiving a wage of fourteen rand (R14) or more per week.

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

(3) The total amount so deducted or required to be deducted from the wages of employees together with an amount which shall be contributed by the employer himself and calculated as follows, namely—

(a) six cents (6c) per week in respect of each employee receiving a wage of less than ten rand (R10) per week and from whose wages a deduction was made or required to be made in terms of subclauses (1) and (2);

(b) eleven cents (11c) per week in respect of each employee receiving a wage of ten rand (R10) or more but less than fourteen rand (R14) per week and from whose wages a deduction was made or required to be made in terms of subclauses (1) and (2); and

(c) sixteen cents (16c) per week in respect of each employee receiving a wage of fourteen rand (R14) or more per week and from whose wages a deduction was made or required to be made in terms of subclauses (1) and (2).

shall be paid by the employer to the Secretary of the Fund on or before the 7th day of the month succeeding the month during which the deductions were made or required to be made, together with a statement showing the number and names of employees in each pay group from whom deductions were made or required to be made.

8. BENEFITS.

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

(1) The minimum benefits shall be as follows:—

(a) A member who has made not less than 13 consecutive weekly payments to the fund in terms of clause 7 of this Agreement and who, because of sickness, is unable to work for a period of 3 consecutive working days or more, shall, on the production of a medical certificate, be paid for the period of working time lost by him, sick pay calculated at the rate of one half of his wage or R10 (ten rand) per week, whichever is the lesser amount; provided that no payment shall be made under this subclause for any period of such absence from work in excess of 10 weeks during any calendar year.

(b) In the case of a member who has made not less than 1 weekly payment to the fund in terms of clause 7 of this Agreement—

(i) free medical attention and the services of a general practitioner shall be provided by the fund's duly appointed doctor/s;

(ii) free medicines shall be provided on prescriptions from the fund's duly appointed doctor/s;

(iii) free dental services shall be provided by the Fund's duly appointed dentist/s; provided that such services shall be confined to examinations, prophylaxis, extractions, fillings, X-rays and full or partial clearance under general anaesthesia and shall exclude gold work and dentures;

(iv) free optical examinations by the Fund's duly appointed optician/s;

(v) the cost conveyance of a member by ambulance to or from a hospital or nursing home.

(2) The following additional benefits may be granted by the Fund in the discretion of the Management Committee and to an extent as may be determined by the Management Committee from time to time, in respect of members who have made not less than 1 weekly payment to the Fund in terms of clause 7 of this Agreement, viz:—

(a) Portion of the cost of dentures, provided that such dentures are supplied by the Fund's duly appointed dentist/s;

(b) portion of the cost of spectacles, provided that such spectacles are supplied by the Fund's duly appointed optician/s;

(c) the cost of physiotherapy services, subject to a maximum of R10 for any 1 course of treatment and provided that such services are rendered by the Fund's duly appointed physiotherapist/s;

(d) the cost of fees paid by members or any services rendered to them in the outpatients' department of any hospital or clinic of the Transvaal Provincial Administration.

(3) Notwithstanding any provisions of subclauses (1) and (2) of this clause, the Management Committee may, if in its opinion the resources of the Fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said Committee, being entitled to exercise such discretion in respect of any individual member or any portion of the membership or of all the members.

(b) veertien sent (14c) per week in die geval van 'n werknemer wat 'n loon van tien rand (R10) of meer maar minder as veertien rand (R14) per week ontvang; en

(c) een-en-twintig sent (21c) per week in die geval van 'n werknemer wat 'n loon van veertien rand (R14) of meer per week ontvang.

(2) Aftrekkings moet gedoen word van bedrae deur 'n werknemer ontvang vir tydperke van verlof met betaling en vakansiedae met betaling asof die betrokke werknemer op die gewone manier by sy werk aanwesig was.

(3) Die totale bedrag aldus afgetrek of wat afgetrek moet word van die loon van werknemers, tesame met 'n bedrag wat deur die werkgewer self bygedra en wat soos volg bereken moet word, naamlik—

(a) ses sent (6c) per week ten opsigte van elke werknemer wat 'n loon van minder as tien rand (R10) per week ontvang en van wie se loon 'n bedrag afgetrek is of moes word kragtens subklousules (1) en (2);

(b) elf sent (11c) per week ten opsigte van elke werknemer wat 'n loon van tien rand (R10) of meer maar minder as veertien rand (R14) per week ontvang en van wie se loon 'n bedrag afgetrek is of moes word kragtens subklousules (1) en (2);

(c) sestien sent (16c) per week ten opsigte van elke werknemer wat 'n loon van veertien rand (R14) of meer per week ontvang en van wie se loon 'n bedrag afgetrek is of moet word kragtens subklousules (1) en (2).

moet deur die werkgewer aan die Sekretaris van die Fonds betaal word op of voor die 7de van die maand wat volg op die maand waarin die bedrae afgetrek is of moes word, tesame met 'n staat met die getal en name van werknemers in elke betaalgroep van wie bedrae afgetrek is of moes word.

8. BYSTAND.

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

(1) Die minimum bystand is soos volg:—

(a) 'n Lid wat minstens 13 agtereenvolgende weeklikse bydraes tot die Fonds betaal het ooreenkomstig klousule 7 van hierdie Ooreenkoms en wat, weens siekte, nie in staat is om vir 'n tydperk van 3 agtereenvolgende werkdae of langer te werk nie, moet by voorlegging van 'n geneeskundige sertifikaat ten opsigte van die werktyd wat hy verloor het, siektebesoldiging betaal word wat bereken is teen die helfte van sy loon of wat te staan kom op R10 (tien rand) per week, naamlik die bedrag wat die kleinste is; met dien verstande dat geen bedrag ingevolge hierdie subklousule betaal mag word nie vir 'n tydperk van afwesigheid van werk wat langer as 10 weke gedurende 'n kalenderjaar duur;

(b) in die geval van 'n lid wat minstens een weeklikse bydrae tot die Fonds betaal het ooreenkomstig die bepalings van klousule 7 van hierdie Ooreenkoms—

(i) mediese behandeling en die dienste van 'n algemene praktisinier moet gratis verskaf word deur die behoorlik aangestelde dokter/dokters van die Fonds;

(ii) medisyne moet op voorskrif van die Fonds se behoorlik aangestelde dokter/dokters gratis verskaf word;

(iii) die Fonds se behoorlik aangestelde tandarts/tandartse moet tandheelkundige dienste gratis verskaf; met dien verstande dat sodanige dienste beperk word tot ondersoek, voorkomingswerk, tandverwydering, stopwerk, X-straalwerk en die gedeeltelike verwydering van tande onder algemene narkose, maar uitgesonderd goudwerk en vals tande;

(iv) gratis oogondersoek deur die Fonds se behoorlik aangestelde oogkundige/oogkundiges;

(v) die koste verbonde aan die vervoer van 'n lid per ambulans na of van 'n hospitaal of verpleeginrigting.

(2) Ondergenoemde addisionele bystand mag na goedvinde van die Bestuurskomitee en in die mate wat die Bestuurskomitee van tyd tot tyd mag bepaal, verleen word ten opsigte van lede wat minstens een weeklikse bydrae ooreenkomstig die bepalings van klousule 7 van hierdie Ooreenkoms tot die Fonds betaal het, naamlik:—

(a) 'n Gedeelte van die koste van vals tande mits sodanige vals tande verskaf word deur die Fonds se behoorlik aangestelde tandarts/tandartse;

(b) 'n gedeelte van die koste van 'n bril mits sodanige bril verskaf word deur die Fonds se behoorlik aangestelde oogkundige/oogkundiges;

(c) die koste van fisioterapeutiese dienste, behoudens 'n maksimum van R10 vir 'n bepaalde behandelingskursus en mits sodanige dienste gelewer word deur die Fonds se behoorlik aangestelde fisioterapeut/fisioterapeute;

(d) die gelde wat lede betaal het vir enige diens wat in die buitapasientafdeling van 'n hospitaal of kliniek van die Transvaalse Provinsiale Administrasie aan hulle gelewer is.

(3) Ondanks die bepalings van subklousules (1) en (2) van hierdie klousule mag die Bestuurskomitee, indien hy van mening is dat die Fonds sterk genoeg is om dit te regverdig, die minimum bystand wat hierin voorgeskryf word, verhoog of enigeen van die kwalifiserende voorwaardes verslap; en genoemde komitee is bevoeg om sodanige diskresie uit te oefen ten opsigte van 'n bepaalde individuele lid of 'n gedeelte van die ledetal of al die lede.

9. LIMITATION OF BENEFITS.

(1) Members shall not receive from the Fund any benefits if they have, in respect of the same indisposition, received or are entitled to receive benefits in terms of the Workmen's Compensation Act, 1941, as amended.

(2) A member who has been off work for a period of 6 consecutive months or more, because of sickness and/or other reasons, shall have no further claim upon the Fund; provided that on resuming work in the Trade such member shall be regarded as a new member of the Fund for all purposes.

(3) Medical attention and service shall not include obstetrics, major surgery, X-ray treatment, midwifery, electrical treatment and anaesthetics, provided that treatment in the case of a miscarriage shall be included in the benefits of the Fund.

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

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

(6) A member who has prescriptions made up which are not issued by a medical officer of the Fund, shall have no claims upon the Fund in respect of such prescriptions.

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

(8) A claim for sick pay shall only be valid if it has been submitted to the Fund within 60 days from the date of completion of the period of absence from work to which the claim refers, unless the Management Committee agrees to grant an extension of this time limit.

(9) Notwithstanding the provisions of this clause, the Management Committee may, in its opinion the resources of the Fund justify it and subject to clause 11 (1) of this Agreement, by resolution, for any period specified by it or until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions in this clause contained, other than those referred to in subclauses (1) and (5), and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such waivers or modifications.

10. SPECIAL DEDUCTIONS.

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

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

11. FINANCIAL CONTROL.

(1) Payment of benefits as set out in clause 8 of this Agreement shall be suspended whenever the amount standing to the credit of the Fund falls below R1,000 (one thousand rand) and shall not recommence until the sum standing to the credit of the Fund has reached the sum of R3,000 (three thousand rand).

(2) (a) The Secretary of the Fund shall number consecutively all valid applications for benefits received by him, in the order in which he has received them, during any period while payment of benefits has been suspended in terms of subclause (1) of this clause (hereinafter referred to as the period of suspension of benefits), and shall retain such applications for attention in terms of paragraph (b) of this subclause.

(b) Whenever payment of benefits has been resumed after a period of suspension of benefits, as set out in subclause (1) of this clause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (a) of this subclause.

(3) A banking account or building society account shall be opened in the name of the Fund in which all moneys received by the Fund shall be deposited.

(4) All payments by the Fund shall be made by cheque or withdrawal form drawn on the banking account or building society account of the Fund, except for disbursements from petty cash which shall not exceed R2 (two rand) at a time. Withdrawals for petty cash purposes shall not exceed R10 (ten rand) at a time.

9. BEPERKING VAN BYSTAND.

(1) Lede ontvang geen bystand uit die Fonds nie indien hulle, ten opsigte van dieselfde ongesteldheid, voordele ingevolge die Ongevalwet, 1941, soos gewysig, ontvang het of daarop geregtig is om dit te ontvang.

(2) 'n Werknemer wat weens siekte en/of ander redes vir 'n tydperk van 6 agtereenvolgende maande of langer van die werk afwesig was, het geen verdere aanspraak op die Fonds nie; met dien verstande dat, wanneer sodanige lid weer werk in die Bedryf aanvaar, hy vir alle doeleindes geag word 'n nuwe lid van die Fonds te wees.

(3) Geneeskundige behandeling en diens omvat nie verloskunde, groot chirurgiese werk, X-straalbehandeling, vroedvrouwerk, elektriese behandeling en narkotiseerwerk nie; met dien verstande dat behandeling in die geval van 'n miskraam ingesluit word in die bystand wat die Fonds verleen.

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

(5) 'n Lid wat siek word as gevolg van of vanweë wangedrag, buitensporige drankgebruik, verslawing aan verdowingsmiddels, die opdoen van venetiese siekte of sy eie nalatigheid, is nie op bystand (met inbegrip van siektebesoldiging) vanweë sodanige siekte geregtig nie.

(6) 'n Lid wat voorskrifte laat opmaak wat nie deur 'n geneeskundige beampte van die Fonds uitgereik is nie, het ten opsigte van sodanige voorskrifte geen aanspraak op die Fonds nie.

(7) Die Fonds is nie vir hospitaal-, verpleeginrigtings- of operasiegelde en ook nie vir die betaling van rekenings wat ingedien word deur praktisyns wat nie deur die Fonds aangestel is nie, aanspreeklik nie; met dien verstande dat lede wat buite die gebied van die Johannesburgse Munisipaliteit woonagtig is, daarop geregtig is om enige dokter wat nie 'n spesialis is nie, in te roep vir twee besoeke ten opsigte van 'n bepaalde siekte, waarvoor die Fonds dan die doktersgelde moet betaal.

(8) 'n Eis vir siektebesoldiging is geldig slegs as dit binne 60 dae vanaf die datum van verstrekking van die tydperk van afwesigheid van werk waarop die eis betrekking het, by die Fonds ingedien word, tensy die Bestuurskomitee daarmee instem om hierdie tydgrens te verleng.

(9) Ondanks die bepalinge van hierdie klousule, mag die Bestuurskomitee, indien die Fonds na sy mening sterk genoeg daarvoor is en behoudens die bepalinge van klousule 11 (1) van hierdie Ooreenkoms, besluit om vir enige tydperk wat hy spesifiseer of totdat hy 'n verdere besluit neem, enigeen van die kwalifiserende voorwaardes te verslap of om enigeen van die verbodsbepalinge, perke of beperkings soos in hierdie klousule vervat, te wysig of daarvan af te sien, uitgesonderd dié soos bedoel in subklousules (1) en (5), en gedurende die geldigheidstermyn van sodanige besluit is alle lede wat daarkragtens kwalifiseer, geregtig op die bystand wat by sodanige afsiening of wysiging verleen word.

10. SPESIALE AFTREKKINGS.

(1) Waar 'n lid tandheelkundige en/of oogkundige dienste met die hulp van die Fonds verlang en daar van die lid vereis word om ten opsigte van sodanige dienste of die volle bedrag of 'n gedeelte daarvan te betaal, mag die Bestuurskomitee na sy goedvinding magtiging daartoe verleen dat 'n aftrekorder, behoorlik deur sodanige lid onderteken, waarby sy werkgewer gemagtig word om die betrokke bedrag of in een bedrag of in paaiemente van sy loon af te trek, van sodanige lid aangeneem word.

(2) By ontvangs van 'n aftrekorder soos in (1) hierbo bedoel, moet die werkgewer die bedrae wat daarin gemeld word, van die loon van die betrokke werknemer aftrek en die volle bedrag aldus afgetrek gedurende 'n bepaalde maand, aan die Sekretaris van die Fonds stuur binne sewe (7) dae vanaf die laaste betaaldag van daardie maand.

11. FINANSIELE BEHEER.

(1) Die betaling van bystand soos in klousule 8 van hierdie Ooreenkoms voorgeskryf, moet gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R1,000 (eenduisend rand) en mag nie hervat word nie totdat die bedrag wat in die krediet van die Fonds staan, die bedrag van R3,000 (drieduisend rand) beloop.

(2) (a) Die Sekretaris van die Fonds moet alle geldige aansoeke om bystand wat hy ontvang, agtereenvolgens nommer in die volgorde waarin hy hulle ontvang het gedurende enige tydperk waarin die betaling van bystand ingevolge subklousule (1) van hierdie klousule opgeskort is (hieronder die „tydperk van bystandsopskorting” genoem) en moet sodanige aansoeke oorhou vir aandag ingevolge paragraaf (b) van hierdie subklousule.

(b) Wanneer bystand hervat is na 'n tydperk van bystandsopskorting soos in subklousule (1) van hierdie klousule bedoel, moet daar voorkeur gegee word aan die betaling van eise ten opsigte van daardie geldige aansoeke wat gedurende genoemde tydperk ontvang is, en genoemde aansoeke moet afgehandel word in die numerieke volgorde soos in paragraaf (a) van hierdie subklousule bedoel, waarin hulle ontvang is.

(3) 'n Bankrekening of bouverenigingsrekening moet op die naam van die Fonds geopen word en alle gelde wat die Fonds ontvang, moet daarin gedeponeer word.

(4) Alle betalings deur die Fonds geskied per tjek of opvragingsvorm getrek op die bankrekening of bouverenigingsrekening van die Fonds, behalwe in die geval van uitbetalings vir kleinkas wat hoogstens R2 (twee rand) op 'n slag mag bedra. Opvragings vir kleinkasdoeleindes mag hoogstens R10 (tien rand) op 'n slag bedra.

(5) Cheques or withdrawal forms drawn on the banking or building society or on any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by the same signatories as are authorised by the Industrial Council to sign cheques drawn on the banking account of the Council.

(6) All moneys due to the Fund shall be remitted to the Secretary of the Fund for deposit in the Fund's banking or building society account.

(7) The Secretary of the Fund shall have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund's account; provided that he or the Management Committee shall be entitled to appoint one or more alternates who shall be entitled to make such endorsements on behalf of the Fund.

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

(9) A public accountant or public accountants shall be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.

(10) Not later than the 31st March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31st December preceding:—

(a) All moneys received by the Fund under the separate headings in terms of clause 7 of this Agreement and from any other sources;

(b) the expenditure incurred under the separate headings.

(11) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund for the period ended 31st December preceding.

(12) The audited statement and balance sheet, countersigned by the Chairman of the Council, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Industrial Registrar, Pretoria, within 3 months of the 31st December each year.

(13) The Management Committee shall invest any surplus funds in a registered building society or post office savings account or in National Savings Certificates.

12. LIQUIDATION OR DISSOLUTION.

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Committee until the Fund be liquidated or be continued by a subsequent Agreement, provided that the Fund shall be liquidated unless an agreement providing for its continuation is entered into within a period of 6 months from the expiry of this Agreement.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and the members of the Committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the 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 purposes.

(3) Upon liquidation of the Fund in terms of subclause (1) above, the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

13. INDEMNITY.

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in the *bona fide* discharge of their duties.

14. AGENTS.

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

(5) Tjeks of opvragingsvorme getrek op die bank of bouvereniging of op enige deposito- of beleggingsrekening van die Fonds, moet namens die Fonds onderteken word deur dieselfde ondertekenaars as dié wat deur die Nywerheidsraad gemagtig is om tjeks te teken wat op die bankrekening van die Raad getrek is.

(6) Alle gelde wat aan die Fonds verskuldig is, moet aan die Sekretaris van die Fonds gestuur word vir deposito in die Fonds se bank- of bouverenigingsrekening.

(7) Die Sekretaris van die Fonds is bevoeg om alle tjeks en ander dokumente namens die Fonds te endosseer vir deposito in die rekenings van die Fonds; met dien verstande dat hy of die Bestuurskomitee daarop geregtig is om een of meer plaasvervangers aan te stel wat geregtig is om sodanige endossemente namens die Fonds aan te bring.

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

(9) 'n Openbare rekenmeester of openbare rekenmeesters moet deur die Bestuurskomitee aangestel word om die rekenings van die Fonds minstens een maal elke jaar te auditeer.

(10) Die openbare rekenmeester of openbare rekenmeesters moet voor of op 31 Maart elke jaar 'n staat opstel of laat opstel wat die volgende ten opsigte van die jaar geëindig op die vorige 31ste Desember, toon:—

(a) Alle gelde deur die Fonds uit alle bronne ontvang, aangehoort onder die verskillende hoofde soos in kousule 7 van hierdie Ooreenkoms bepaal;

(b) die uitgawes wat onder die verskillende hoofde aangegaan is.

(11) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bates en laste van die Fonds vir die tydperk geëindig die vorige 31ste Desember, toon.

(12) Die geauditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, tesame met die openbare rekenmeester of openbare rekenmeesters se verslag daaroor, moet daarna in die kantoor van die Fonds ter insae lê en kopieë daarvan moet binne 3 maande na 31 Desember elke jaar aan die Nywerheidsregistrator, Pretoria, deurgestuur word.

(13) Die Bestuurskomitee moet alle surplusfondse belê in 'n geregistreerde bouvereniging of spaarbankrekening of in Nasionale Spaarsertifikate.

12. LIKWIDASIE OF ONTBINDING.

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee geadmineistreer word totdat die Fonds gelikwidier is of by 'n latere ooreenkoms voortgesit word; met dien verstande dat die Fonds gelikwidier moet word tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van 6 maande vanaf die verstryking van hierdie Ooreenkoms aangegaan word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee wat dan bestaan, behoudens die goedkeuring van die Nywerheidsregistrator ooreenkomstig die eerste voorbehoedsbepaling van artikel vier-en-dertig (2) van die Wet, aanhou om die Fonds te administreer, en die lede van die Komitee wat op daardie datum bestaan, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrator uit die geledere van die werkgewers of die werknemers in die Bedryf, na gelang van die geval, gevul mag word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrator ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die Komitee.

(3) By die likwidasie van die Fonds ingevolge subklousule (1) hierbo, moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, op die algemene fondse van die Raad gestort word, en as die sake van die Raad alreeds gelikwidier en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

13. VRYWARING.

Die lede van die bestuurskomitee en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en onkoste van hulle in die *bona fide* uitvoering van hul pligte gely en aangegaan het.

14. AGENTE.

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

15. EXEMPTIONS.

(1) The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) above, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person or persons concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

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

(a) The full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) hereof subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

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

16. EXHIBITION OF AGREEMENT.

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

17. ULTRA VIRES.

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Johannesburg on behalf of the parties this 3rd day of July, 1967, in terms of section thirty-one of the Industrial Conciliation Act, 1956.

M. GORDON,
Acting Chairman of the Council.

(MRS.) C. F. HAUPTFLEISCH,
Vice-Chairman of the Council.

M. KAGAN,
Secretary of the Council.

No. R. 1837.]

[17 November 1967.

SHOPS AND OFFICES ACT, 1964; AND FACTORIES,
MACHINERY AND BUILDING WORK ACT, 1941.

EXEMPTION FROM SICK LEAVE PROVISIONS.

LAUNDRY, DRY CLEANING AND DYEING TRADE,
TRANSSVAAL.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 14 (1) of the Shops and
Offices Act, 1964, grant exemption from the provisions
of section 7 of the said Act; and

(b) in terms of section 54 (1) of the Factories,
Machinery and Building Work Act, 1941, as amended,
grant exemption from the provisions of section 21A of
the said Act,

in respect of all employees who are entitled to sick
benefits in terms of the Sick Benefit Fund Agreement for
the Laundry, Dry Cleaning and Dyeing Trade, Transvaal,
published under Government Notice No. R. 1836 of the
17th November 1967.

M. VILJOEN,
Minister of Labour.

15. VRYSTELLINGS.

(1) Die Raad mag aan of ten opsigte van enigeen vrystelling
van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling
ooreenkomstig subklousule (1) hierbo verleen is, die voorwaarde
stel waarop sodanige vrystelling verleen word en die tydperk
bepaal waarin sodanige vrystelling van krag is; met dien ver-
stande dat die Raad, as hy dit dienstig ag, na skriftelike kennis-
gewing van een week aan die betrokke persoon of persone, enige
vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk
waartoe die vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vry-
stelling ooreenkomstig die bepalings van hierdie klousule verleen
is, 'n sertifikaat uitreik wat hy onderteken het en wat die volgende
meld:—

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling
verleen word;

(c) die voorwaardes wat kragtens subklousule (2) hiervan gestel
is as dié waarop sodanige vrystelling verleen word; en

(d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik is, agtereenvolgens nommer;

(b) 'n kopie van elke sertifikaat wat uitgereik is, bewaar; en

(c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van
die vrystellingsertifikaat aan die betrokke werkgewer stuur;

(5) Elke werkgewer en werknemer moet die bepalings nakom
van elke vrystellingsertifikaat wat ingevolge hierdie klousule uit-
gereik is.

(6) Die Sekretaris van die Raad moet 'n kopie van alle vrystel-
lings wat ingevolge hierdie klousule uitgereik is, aan die Departement van Arbeid stuur.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms
in albei amptelike tale en in die vorm soos in die regulasies
kragtens die Wet voorgeskryf, altyd vertoon in elkeen van sy
bedryfsinrigtings, met inbegrip van ontvangsdepots, maar uitge-
sonderd voertuie, en wel in 'n plek wat vir sy werknemers
geredelik toeganklik is.

17. ULTRA VIRES.

Indien enigeen van die bepalings van hierdie Ooreenkoms *ultra vires*
verklaar word deur 'n bevoegde hof, word die res van die
bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees
en bly dit van krag vir die onverstreke termyn van hierdie Oor-
eenkoms.

Op hede die 3de dag van Julie 1967 te Johannesburg namens
die partye onderteken ooreenkomstig die bepalings van artikel
een-en-dertig van die Wet op Nywerheidsversoenning, 1956.

M. GORDON,
Waarnemende Voorsitter van die Raad.

(MEV.) C. F. HAUPTFLEISCH,
Ondervoorsitter van die Raad.

M. KAGAN,
Sekretaris van die Raad.

No. R. 1837.]

[17 November 1967.

WET OP WINKELS EN KANTORE, 1964; EN WET
OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.

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

Ek, Marais Viljoen, Minister van Arbeid, verleen
hierby—

(a) kragtens artikel 14 (1) van die Wet op Winkels en
Kantore, 1964, vrystelling van die bepalings van artikel
7 van genoemde Wet; en

(b) kragtens artikel 54 (1) van die Wet op Fabriek-
Masjinerie en Bouwerk, 1941, soos gewysig, vrystelling
van die bepalings van artikel 21A van genoemde Wet,

ten opsigte van alle werknemers wat op siektevooroordele
geregtig is kragtens die Siektebystandsfondsooreenkoms
vir die Wassery-, Droogskoonmaak- en Kleurbedryf, Trans-
vaal, wat by Goewermentskennisgewing No. R. 1836
van 17 November 1967 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1838.]

[17 November 1967.]

INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

CONTINGENCY FUND AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) 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 Laundry, Dry Cleaning and Dyeing Trade, Transvaal, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st March 1970, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 13, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st March 1970, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Johannesburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Municipal Area of Johannesburg, and from the second Monday after the date of publication of this notice and for the period ending the 31st March 1970, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 13, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

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

CONTINGENCY FUND AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers' Association
and

Johannesburg Dry Cleaners' and Launderers' Association
(hereinafter called the "employers" or "Employers' Organisations"), of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers
and

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hereinafter called "the employees" or the "Trade Unions"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the Employers' Organisations and are engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the Trade Unions and are employed in the said Trade.

(b) Notwithstanding the provisions of subclause (a) hereof, the terms of this Agreement shall only apply to or in respect of employees for whom wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of regular remuneration of less than R46.15 (forty-six rand fifteen cents) per week or R200 (two hundred rand) per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force for the period ending the 31st March 1970, or for such period as the Minister may decide.

No. R. 1838.]

[17 November 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, TRANSVAAL.

GEBEURLIKHEIDSFONDSOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hier van verskyn en wat op die Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal, betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1970 eindig, bindend is vir die werkgewers-organisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir dié werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 13, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1970 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 Bedryf in die munisipale gebied van Johannesburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 13, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1970 eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TVL.).

GEBEURLIKHEIDSFONDSOOREENKOMS

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

Transvaal Launderers', Cleaners' and Dyers' Association
en

Johannesburg Dry Cleaners' and Launderers' Association
(hieronder die "werkgewers" of "werkgewersorganisasies" genoem), aan die een kant, en

National Union of Laundering, Cleaning and Dyeing Workers
en

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die munisipale gebied van Johannesburg deur alle werkgewers wat lede van die vakverenigings is en by die Wassery-, Droogskoonmaak- en Kleurbedryf betrokke is, en deur alle werknemers wat lede van die vakverenigings is en in genoemde bedryf werk-saam is.

(b) Nieteenstaande die bepalings van subklousule (a) hiervan, is die bepalings van hierdie Ooreenkoms van toepassing slegs op of ten opsigte van werknemers vir wie lone voorgeskryf is in enige Ooreenkoms van die Raad wat kragtens die Wet bindend verklaar is en wat gereeld 'n besoldiging van minder as R46.15 (ses-en-veertig rand vyftien sent) per week of R200 (tweehonderd rand) per maand ontvang.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid bepaal mag word en bly van krag vir die tydperk wat op 31 Maart 1970 eindig of vir dié tydperk waarop die Minister mag besluit.

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1956;
 “casual employee” means an employee who is employed by the same employer for not more than 2 days in any one week;
 “Council” means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal), registered or deemed to be registered in terms of the Industrial Conciliation Act, 1956;
 “Fund” means the Society known as the Transvaal Laundry, and Dry Cleaning Workers’ Contingency Fund;
 “Management Committee” or “Committee” means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;
 “Minister” means the Minister of Labour;
 “Trade” or “Laundry, Dry Cleaning and Dyeing Trade” means, without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;
 “wage” means the wage payable to an employee in money in respect of his ordinary hours of work, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes an incentive bonus or commission.

4. ADMINISTRATION OF THE FUND.

(1) There is hereby continued a Contingency Fund, as previously established between employers and employees in the Trade and which came into operation on 5th November 1962, known as the Transvaal Laundry and Dry Cleaning Workers’ Contingency Fund, in this Agreement referred to as the “Fund”.
 (2) The Fund shall be financed out of contributions referred to in clause 7 of this Agreement.

(3) The affairs of the Fund shall be administered by a Management Committee appointed by the Council and consisting of the following:—

(a) In the event of the Chairman of the Council being an independent person, the Chairman and the two Vice-Chairmen of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(b) In the event of the Chairman of the Council being a representative of the employers or employees, the Chairman and the Vice-Chairman of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(c) The Chairman and Vice-Chairman (or Vice-Chairmen, as the case may be) of the Council shall occupy these posts also on the Management Committee. In the event of the Chairman being an independent person, he shall not be entitled to vote at meetings of the Committee.

(d) The Council may appoint from amongst its principal or alternate representatives up to a total of 6 alternate members of the Management Committee: Provided that for each alternate member of the Committee who is a representative or alternate of the employers on the Council, the Council shall appoint one alternate member who is a representative or alternate of the employees on the Council, and vice-versa.

(e) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he shall [subject to the provisions of subclause (2) of clause 11] also cease to be a member of the Committee.

(f) Subject to the provisions of subclause (2) of clause 11 and of paragraphs (a), (b), (c) and (d) of this subclause, any vacancy which may occur in the Committee shall be filled by the Council.

(4) Subject to the provisions of the Act and of this Agreement, the Council shall adopt a constitution for the administration of the Fund, such constitution to contain provisions in respect of the following matters:—

(a) The head-quarters of the Fund;
 (b) the powers and duties of the presiding officer;
 (c) the powers and duties of the Management Committee, which shall include the power to appoint a Secretary and employ such additional staff as may be deemed desirable in the interests of the Fund, and to determine their duties and conditions of employment;
 (d) the holding of meetings of the Management Committee, including provisions relating to a quorum for and the frequency of meetings, the holding of special meetings and the voting procedure at meetings;

3. WOORDOMSKRYWING.

Alle uitdrukkings in hierdie Ooreenkoms gebesig en wat in die Wet omskryf word, het dieselfde betekenis as in die Wet, en, tensy onbestaanbaar met die sinsverband, het uitdrukkings wat reeds omskryf is in enige Ooreenkoms van die Raad waarin minimum lone voorgeskryf word en wat kragtens die Wet bindend verklaar is, dieselfde betekenis in hierdie Ooreenkoms. Waar ’n Wet vermeld word, omvat dit alle wysigings van sodanige Wet, en, tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;
 “los werknemer” ’n werknemer wat op hoogstens 2 dae in ’n week by dieselfde werkgever in diens is;
 “Raad” die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal), wat kragtens die Wet op Nywerheidsversoening, 1956, geregistreer is of wat geag word daarkragtens geregistreer te wees;
 “fonds” die vereniging bekend as die Gebeurlikheidsfonds vir die Wassery- en Droogskoonmaakwerkers, Transvaal;
 “bestuurskomitee” of “komitee” die komitee wat aangestel is om die fonds ooreenkomstig die bepalings van klousule 4 van hierdie Ooreenkoms te administreer;
 “Minister” die Minister van Arbeid;
 “Bedryf” of “Wassery-, Droogskoonmaak- en Kleurbedryf”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die bedryf wat uitgeoefen word in bedryfsinrigtings waar artikels volgens bestelling van klante gewas, skoongemaak of gekleur word, en omvat depots waar sulke artikels ontvang word ten einde dit volgens die bestelling van klante te was, skoon te maak of te kleur, maar sluit nie die kleur van pelsvelle in nie;
 “loon” die loon in kontant aan ’n werknemer betaalbaar ten opsigte van sy gewone werkure, of dié hoër bedrag wat ’n werkgever gereeld aan ’n werknemer ten opsigte van sy gewone werkure betaal, maar sluit nie ’n aansporingsbonus of kommissie in nie.

4. ADMINISTRASIE VAN DIE FONDS.

(1) Hierby word daar voortgegaan met die gebeurlikheidsfonds soos dit voorheen tussen werkgevers en werknemers in die Bedryf gestig is en wat op 5 November 1962 in werking getree het, en wat bekend staan as die Gebeurlikheidsfonds vir die Wassery- en Droogskoonmaakwerkers, Transvaal, in hierdie Ooreenkoms die “fonds” genoem.

(2) Die fonds word gefinansier uit bydraes in klousule 7 van hierdie Ooreenkoms gemeld.

(3) Die sake van die fonds word geadminestreer deur ’n bestuurskomitee wat deur die Raad aangestel word en uit die volgende bestaan:—

(a) Ingeval die voorsitter van die Raad buite die bedryf staan, die voorsitter en die 2 ondervoorsitters van die Raad, plus 2 addisionele verteenwoordigers van die werkgevers in die Raad en 2 verteenwoordigers van die werknemers in die Raad, wat onderskeidelik of hoofvertteenwoordigers of plaasvervangers van sodanige werkgevers en werknemers mag wees.

(b) Ingeval die voorsitter van die Raad ’n verteenwoordiger van die werkgevers of werknemers is, die voorsitter en die ondervoorsitter van die Raad, plus 2 addisionele verteenwoordigers van die werkgevers in die Raad en 2 verteenwoordigers van die werknemers daarin, wat onderskeidelik of hoofvertteenwoordigers of plaasvervangers van sodanige werkgevers en werknemers mag wees.

(c) Die voorsitter en ondervoorsitter (of ondervoorsitters, na gelang van die geval) van die Raad beklee hierdie poste ook in die bestuurskomitee. Ingeval die voorsitter buite die bedryf staan, is hy nie geregtig om op vergaderings van die komitee te stem nie.

(d) Die Raad mag vanuit sy hoof- of plaasvervangervertteenwoordigers tot 6 plaasvervangerlede van die bestuurskomitee aanstel: Met dien verstande dat die Raad vir elke plaasvervangerlid van die komitee wat ’n verteenwoordiger of plaasvervanger van die werkgevers in die Raad is, 1 plaasvervangerlid moet aanstel wat ’n verteenwoordiger of plaasvervanger van die werknemers in die Raad is, en omgekeerd.

(e) Ingeval ’n lid van die bestuurskomitee om die een of ander rede ophou om ’n lid van die Raad te wees, moet hy [behoudens die bepalings van subklousule (2) van klousule 11] ook ophou om ’n lid van die komitee te wees.

(f) Behoudens die bepalings van subklousule (2) van klousule 11 en van paragrawe (a), (b), (c) en (d) van hierdie subklousule, word enige vakature wat in die komitee mag ontstaan, deur die Raad gevul.

(4) Behoudens die bepalings van die Wet en van hierdie Ooreenkoms, moet die Raad ’n konstitusie aanneem vir die administrasie van die fonds en hierdie konstitusie moet bepalings ten opsigte van die volgende sake bevat:—

(a) Die hoofkantoor van die fonds;
 (b) die bevoegdhede en pligte van die voorsittende beampte;
 (c) die bevoegdhede en pligte van die bestuurskomitee, wat die bevoegdhede moet insluit om ’n Sekretaris aan te stel en sulke bykomende personeel in diens te neem as wat wenslik geag mag word in die belange van die fonds, en om hul pligte en diensvoorwaardes vas te stel;

(d) die hou van vergaderings van die bestuurskomitee, met inbegrip van bepalings betreffende ’n kworum vir en die frekwensie van vergaderings, die hou van spesiale vergaderings en die stempresedure by vergaderings;

(e) the settlement of disputes between members of the Fund and the Management Committee, and the handling of complaints lodged by members.

(5) The constitution referred to in subclause (4) of this clause may also contain provisions for the detailed administration of the Fund and such further matters as may be deemed desirable.

(6) The constitution of the Fund may be amended by the Council at any time.

(7) Two copies of the constitution of the Fund and of all amendments thereto shall be lodged with the Secretary for Labour, Pretoria.

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

5. OBJECTS OF THE FUND.

The objects of the Fund shall be:—

(a) To raise funds—

(i) by contributions from employees and employers as provided in clause 7 of this Agreement; and

(ii) by such other means as the Management Committee may deem desirable having regard to the purposes of the Fund.

(b) To provide members of the Fund with such benefits as are laid down in clause 8 of this Agreement.

6. MEMBERSHIP OF THE FUND.

Every employee who is employed in the Trade and who is covered by this Agreement shall be a member of this Fund: Provided that casual employees and employees in receipt of regular remuneration of R46.15 (forty-six rand fifteen cents) or more per week or of R200 (two hundred rand) or more per month shall not be eligible for membership.

7. CONTRIBUTIONS.

(1) For the purpose of the Fund each employer shall on each pay day, as from the first pay day after this Agreement comes into operation, deduct from the wages of each employee covered by this Agreement and who has worked in any week, an amount of half a cent per week.

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

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

8. BENEFITS.

Subject to the provisions set out in subclauses (1), (2) and (3) of clause 10 of this Agreement, the minimum benefits to which members shall be entitled shall be as follows:—

(1) A member who has made not less than 13 consecutive weekly payments to the Fund in terms of clause 7 of this Agreement and who, as a result of the sequestration of the estate of the person or liquidation of the company employing such member, or as a result of the disappearance of such member's employer, has lost, either in full or in part, his wages for the last week's employment with such employer, and/or his leave remuneration and/or *pro rata* leave remuneration for the last 15 (fifteen) months' employment with such employer, to which such member has become entitled in terms of the relevant wage regulating instrument in force at the time, shall upon verification by the Fund of the amount of the loss or losses so suffered by such member, be paid an amount equivalent to two-thirds of such loss or losses.

(2) In the event of the death of a member who has made not less than 13 consecutive weekly payments to the Fund in terms of clause 7 of this Agreement, a sum of R50 (fifty rand) will be paid to such person as satisfies the Secretary of the Fund that he has paid or has undertaken to pay or is responsible for the costs of the funeral arrangements of such deceased member: Provided that no claim under this subclause shall be valid unless it is submitted to the Fund within a period of 6 months after the death of the member concerned.

(3) Notwithstanding the provisions of subclauses (1), (2) and (4) of this clause, the Management Committee may, if in its opinion the resources of the Fund justify it and subject to subclauses (1) and (2) of clause 10 of this Agreement, by resolution, for any period specified by it or until further resolution, relax any of the qualifying conditions or waive or modify any of the limitations or restrictions, or extend or increase the minimum benefits in this clause contained, and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such relaxation, waiver, modification, extension or increase.

(e) die beslegting van geskille tussen lede van die fonds en die bestuurskomitee, en die hantering van klagtes wat deur lede ingedien word.

(5) Die konstitusie in subklousule (4) van hierdie klousule gemeld, mag ook bepalings bevat ten opsigte van die besonderhede betreffende die administrasie van die fonds en sulke verdere sake as wat wenslik geag mag word.

(6) Die konstitusie van die fonds mag te eniger tyd deur die Raad gewysig word.

(7) Twee kopieë van die konstitusie van die fonds en van alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.

(8) As daar te eniger tyd 'n geskil mag ontstaan betreffende die bepalings van die konstitusie van die fonds of die administrasie van die fonds ten opsigte waarvan daar 'n staking van stemme by lede van die bestuurskomitee voorkom, moet die saak na die Raad verwys word en indien die Raad nie in staat is om dit te besleg nie, moet laasgenoemde die kwessie van arbitrasie ooreenkomsig sy konstitusie oorweeg.

5. DOELSTELLINGS VAN DIE FONDS.

Die doelstellings van die fonds is soos volg:—

(a) Om fondse te verkry—

(i) deur bydraes van werknemers en werkgewers soos in klousule 7 van hierdie Ooreenkoms bepaal; en

(ii) op dié ander wyse wat die bestuurskomitee wenslik mag ag, met inagneming van die doel van die fonds.

(b) Om lede van die fonds van sulke voordele te voorsien as wat in klousule 8 van hierdie Ooreenkoms bepaal word.

6. LIDMAATSKAP VAN DIE FONDS.

Elke werknemer wat in die Bedryf in diens is en deur hierdie Ooreenkoms gedek word, is 'n lid van hierdie fonds: Met dien verstande dat los werknemers en werknemers wat gereeld besoldiging van R46.15 (ses-en-veertig rand vyftien sent) of meer per week of R200 (tweehonderd rand) of meer per maand ontvang, nie aanspraak op lidmaatskap het nie.

7. BYDRAES.

(1) Vir die doel van die fonds, moet elke werkgewer op elke betaaldag vanaf die eerste betaaldag na hierdie Ooreenkoms in werking tree van die loon van elke werknemer wat deur hierdie Ooreenkoms gedek word en wat in enige week gewerk het, 'n bedrag van 'n halfsent per week aftrek.

(2) Bedrae moet afgetrek word van betalings deur 'n werknemer ontvang vir betaalde afwesigheidsverlof en betaalde vakansiedae, asof die betrokke werknemer op die gewone wyse in sy werk was.

(3) Die totale bedrag aldus van werknemers afgetrek, moet saam met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is of afgetrek moes word, deur laasgenoemde aan die sekretaris van die fonds gestuur word, saam met 'n staat wat die getal en die name van werknemers aantoon van wie bedrae afgetrek is of afgetrek moes word.

8. VOORDELE.

Behoudens die bepalings gemeld in subklousules (1), (2) en (3) van klousule 10 van hierdie Ooreenkoms, is die minimum voordele waarop lede geregtig is, soos volg:—

(1) 'n Lid wat minstens 13 agtereenvolgende weeklikse betalings ingevolge klousule 7 van hierdie Ooreenkoms aan die fonds gedoen het en wat, as gevolg van die sekwestrasie van die persoon se boedel of likwidasie van die maatskappy by wie sodanige lid in diens is, of as gevolg van die verdwyning van sodanige lid se werkgewer, sy loon vir die laaste week se diens by sodanige werkgewer, hetsy in die geheel of gedeeltelik, verloor het, en/of sy verlofbesoldiging en/of *pro rata*-verlofbesoldiging vir die laaste 15 (vyftien) maande diens by sodanige werkgewer, waarop sodanige lid kragtens die toepaslike loonreëlingsmaatregel wat op daardie tydstip van krag is, geregtig geword het, moet, na verifiëring deur die fonds van die bedrag van die verlies of verliese wat aldus deur sodanige lid gelyk is, 'n bedrag betaal word gelyk aan twee derdes van sodanige verlies of verliese.

(2) In die geval van die dood van 'n lid wat minstens 13 agtereenvolgende weeklikse betalings aan die fonds ingevolge klousule 7 van hierdie Ooreenkoms gedoen het, sal 'n bedrag van R50 (vyftig rand) aan so 'n persoon betaal word wat die sekretaris van die fonds oortuig dat hy die koste van die begrafnisreëlings van sodanige afgestorwe lid betaal het of onderneem het om dit te betaal of daarvoor verantwoordelik is: Met dien verstande dat geen eis kragtens hierdie subklousule geldig is nie tensy dit binne 'n tydperk van 6 maande na die dood van die betrokke lid by die fonds ingedien word.

(3) Ondanks die bepalings van subklousules (1), (2) en (4) van hierdie klousule, mag die bestuurskomitee, as die middele van die fonds na sy mening dit regverdig en behoudens subklousules (1) en (2) van klousule 10 van hierdie Ooreenkoms, by besluit vir enige tydperk deur hom bepaal of tot verdere besluit, enigeen van die kwalifiserende voorwaardes verslap of enigeen van die bepalings of beperkings tersyde stel of verander, of die minimum voordele in hierdie klousule bevat, uitbrei of vermeerder, en gedurende die tydperk wat enige sodanige besluit van krag is, is alle lede wat daarkragtens kwalifiseer, geregtig op die voordele van enige sodanige verslapping, tersydestelling, verandering, uitbreiding of vermeerdering.

(4) A member shall cease to be entitled to any benefits as from the date he ceases to qualify for membership of the Fund for any reason.

9. CESSION BY MEMBERS.

Every member who has received a benefit from the Fund such as is prescribed in clause 8 (1) hereof, shall, at the time of receipt of the said benefit, sign a form of cession in favour of the Fund, in the following terms:—

"I, the undersigned, (insert full name of the recipient) hereby cede, assign, transfer and make over all my right, title and interest in and to any claim or claims, which I may have against and/or moneys owing to me by (insert the name of the relevant estate, company or employer) to and in favour of the Transvaal Laundry and Dry Cleaning Workers' Contingency Fund: Provided that in the event of the amount received by the said Fund in terms of this cession being greater than the amount paid to me in terms of clause 8 (1) of the Contingency Fund Agreement, which latter amount I hereby acknowledge to be R..... (insert amount in figures and repeat it in words), I hereby request the said Fund to pay the difference between these two amounts to me in due course.

Signed.....

As Witnesses:

1.....
2....."

10. FINANCIAL CONTROL.

(1) Payment of benefits as set out in clause 8 of this Agreement shall be suspended whenever the amount standing to the Credit of the Fund falls below R1,000 (one thousand rand) and shall not recommence until the sum standing to the credit of the Fund has reached the sum of R3,000 (three thousand rand).

(2) (a) The Secretary of the Fund shall number consecutively all valid applications for benefits received by him, in the order in which he has received them during the period while payment of benefits has been suspended in terms of subclause (1) of this clause (hereinafter referred to as the period of suspension of benefits), and shall retain such applications for attention in terms of paragraph (b) of this subclause.

(b) Whenever payment of benefits has been resumed after a period of suspension of benefits, as set out in subclause (1) of this clause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (a) of this subclause.

(3) A banking account or building society account shall be opened in the name of the Fund in which all moneys received by the Fund shall be deposited.

(4) All payments by the Fund shall be made by cheque or withdrawal form drawn on the banking account or building society account of the Fund, except for disbursements from petty cash, which shall not exceed R2 (two rand) at a time. Withdrawals for petty cash purposes shall not exceed R10 (ten rand) at a time.

(5) Cheques or withdrawal forms drawn on the banking or building society or on any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by the same signatories as are authorised by the Industrial Council to sign cheques drawn on the banking account of the Council.

(6) All moneys due to the Fund shall be remitted to the Secretary of the Fund for deposit in the Fund's banking or building society account.

(7) The Secretary of the Fund shall have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund's accounts: Provided that he or the Management Committee shall be entitled to appoint one or more alternates who shall be entitled to make endorsements on behalf of the Fund.

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

(9) A public accountant or public accountants shall be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.

(10) Not later than the 31st March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31 December preceding:—

(a) All moneys received by the fund under the separate headings in terms of clause 7 of this Agreement and from any other sources;

(b) the expenditure incurred under the separate headings.

(11) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund for the period ended 31 December preceding.

(12) The audited statement and balance sheet, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Industrial Registrar, Pretoria, within 3 months of the 31st December each year.

(4) 'n Lid hou op om op enige voordele geregtig te wees vanaf die datum waarop hy om enige rede ophou om vir lidmaatskap van die fonds te kwalifiseer.

9. SESSIE DEUR LEDE.

Elke lid wat 'n voordeel van die fonds ontvang het soos in kousule 8 (1) hiervan voorgeskryf, moet, wanneer hy genoemde voordeel ontvang, 'n sessievorm ten gunste van die fonds onderteken wat soos volg lui:—

„Ek die ondergetekende (vul volle naam van ontvanger in) sedge, vermaak, en maak hierby oor al my reg, aanspraak en belange in en op enige eis of eise wat ek mag hê teen en/of gelde aan my verskuldig deur (vul die naam van die toepaslike boedel, maatskappy of werkgewer in) aan en ten gunste van die Gebeurlikheidsfonds vir die Wassery- en Droogskoonmaakwerkers, Transvaal: Met dien verstande dat, ingeval die bedrag deur genoemde fonds ingevolge hierdie sessie ontvang, groter is as die bedrag ingevolge kousule 8 (1) van die Gebeurlikheidsfondsooreenkoms aan my betaal, naamlik laasgenoemde bedrag wat ek hierby erken R..... (vul bedrag in syfers in en herhaal dit in woorde) te wees, versoek ek hierby genoemde fonds om die verskil tussen hierdie twee bedrae te geleener tyd aan my uit te betaal.

Onderteken.....

As getuies:

1.....
2....."

10. BEHEER VAN FINANSIES.

(1) Betaling van voordele soos gemeld in kousule 8 van hierdie Ooreenkoms word opgeskort wanneer die bedrag in die krediet van die fonds onderkant R1,000 (eenduisend rand) daal en word nie hervat nie totdat die bedrag in die krediet van die fonds die som van R3,000 (drieduisend rand) beloop nie.

(2) (a) Die sekretaris van die fonds moet alle geldige aansoeke om voordele wat deur hom ontvang word, agtereenvolgens nummer in die volgorde waarin hy dit ontvang het, gedurende die tydperk terwyl die betaling van voordele ingevolge subkousule (1) van hierdie kousule opgeskort is (hieronder „die tydperk van opskorting van voordele” genoem) en moet sodanige aansoeke hou vir aandag ingevolge paragraaf (b) van hierdie subkousule.

(b) Wanneer die betaling van voordele hervat is na 'n tydperk waarin voordele opgeskort was, soos in subkousule (1) van hierdie kousule gemeld, moet voorrang betreffende die uitbetaling van eise gegee word aan daardie geldige aansoeke wat gedurende genoemde tydperk ontvang is, en genoemde aansoeke moet afgehandel word in die numeriese volgorde waarin dit ontvang is, soos in paragraaf (a) van hierdie subkousule gemeld.

(3) 'n Bankrekening of bouverenigingsrekening moet op die naam van die fonds geopen word en alle gelde deur die fonds ontvang, moet daarin gedeponeer word.

(4) Alle uitbetalings deur die fonds moet per tjek of opvragingsvorm geskied wat getrek word op die bankrekening of bouverenigingsrekening van die fonds, uitgesonderd betalings uit die kleinkas, wat hoogstens R2 (twee rand) op 'n slag mag wees. Opvragings vir kleinkasdoeleindes mag hoogstens R10 (tien rand) op 'n slag wees.

(5) Tjeks of opvragingsvorme wat getrek word op die bank- of bouvereniging- of op enige deposito- of beleggingsrekenings van die fonds moet namens die fonds geteken word deur die selfde ondertekenaars wat deur die Nywerheidsraad gemagtig is om tjeks te onderteken wat op die bankrekening van die Raad getrek word.

(6) Alle gelde aan die fonds verskuldig, moet aan die sekretaris van die fonds gestuur word om in die fonds se bank- of bouverenigingsrekening gedeponeer te word.

(7) Die sekretaris van die fonds het die bevoegdheid om alle tjeks en ander dokumente namens die fonds te ondorseer vir inbetaling op die fonds se rekening: Met dien verstande dat hy of die bestuurskomitee daartoe geregtig is om een of meer plaasvervangers aan te stel wat daartoe geregtig moet wees om endossemente namens die fonds te doen.

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

(9) Die bestuurskomitee moet 'n openbare rekenmeester of openbare rekenmeesters aanstel om die rekenings van die fonds minstens een maal elke jaar te auditeer.

(10) Voor of op 31 Maart in elke jaar moet die openbare rekenmeester of openbare rekenmeesters 'n staat opstel of laat opstel om die volgende ten opsigte van die tydperk geëindig die voorafgaande 31 Desember te toon:—

(a) Alle gelde deur die fonds ontvang onder die afsonderlike hoofde ingevolge kousule 7 van hierdie Ooreenkoms en uit enige ander bronne;

(b) die uitgawes onder die afsonderlike hoofde aangegaan.

(11) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bate en laste van die fonds vir die tydperk geëindig die voorafgaande 31 Desember aan te toon.

(12) Die geauditeerde staat en balansstaat, saam met die openbare rekenmeester of openbare rekenmeesters se verslag daaroor moet daarna by die kantoor van die fonds ter insae wees en kopieë daarvan moet binne 3 maande vanaf 31 Desember in elke jaar aan die Nywerheidsregistrator, Pretoria, gestuur word.

(13) The Management Committee shall invest any surplus funds in a registered building society or Post Office savings account or in National Savings Certificates.

11. LIQUIDATION OR DISSOLUTION.

(1) In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or any other cause and a subsequent Agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent Agreement, be administered by the Management Committee.

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

(3) Upon liquidation of the Fund in terms of subclause (1) above the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

12. INDEMNITY.

The members of any Management Committee or of any subcommittee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in the *bona fide* discharge of their duties.

13. AGENTS.

The Council shall appoint 1 or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent or agents, in accordance with the provisions of the Act, to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

14. EXEMPTIONS.

(1) The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) above the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after 1 week's notice, in writing, has been given to the person or persons concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

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

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

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

(13) Die bestuurskomitee moet enige sulplusfondse op 'n geregistreerde bouvereniging- of pospaarrekening of in Nasionale Spaarsertifikate stort.

11. LIKWIDASIE EN ONTBINDING.

(1) Ingeval hierdie Ooreenkoms of enige verlenging of hernuwing daarvan weens verloop van tyd of om enige ander rede verstryk en 'n daaropvolgende Ooreenkoms waarin voorsiening gemaak word vir die voortsetting van die fonds nie binne 'n tydperk van 12 maande na die datum van sodanige verstryking aangegaan word nie of die fonds nie binne sodanige tydperk deur die Raad oorgedra word na enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep was nie, word die fonds gelikwedeer. Die fonds word gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na enige ander fonds hierbo genoem of in 'n daaropvolgende Ooreenkoms voortgesit word, deur die bestuurskomitee geadmistreer.

(2) Ingeval die Raad onthind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens die Wet bindend is, moet die Bestuurskomitee wat dan dien, voortgaan om die Fonds te administreer, en die lede van die Komitee wat op daardie tydstop bestaan, moet vir daardie doeleindes geag word lede daarvan te wees: Met dien verstande egter dat enige vakature wat in die Komitee bestaan, deur die Registrateur gevul mag word uit werkgewers of werknemers in die Bedryf, na gelang van die geval, om gelyke verteenwoordiging van werkgewers en werknemers in die Komitee te verseker. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of daar 'n dooiepunt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en vir daardie doeleindes besit so 'n trustee of trustees al die bevoegdhede van die Komitee.

(3) Wanneer die Fonds ooreenkomstig subklousule (1) hierbo gelikwedeer word, moet die gelde wat in die krediet van die Fonds bly staan na die uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, op die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds afgehandel en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitgemaak het.

12. VRYWARING.

Die lede van enige Bestuurskomitee of enige subkomitee en die beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in die *bona fide*-uitvoering van hul pligte.

13. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent of agente, ooreenkomstig die bepalings van die Wet, toe te laat om dié ondersoeke in te stel en dié boeke en/of dokumente te ondersoek en/of beslag daarop te lê en dié persone te ondervra wat vir hierdie doel nodig mag wees.

14. VRYSTELLINGS.

(1) Die Raad mag aan of ten opsigte van enige persoon 'n vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) hierbo verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk wat so 'n vrystelling van krag sal wees: Met dien verstande dat die Raad, as hy dit goedvind, ná een week skriftelike kennisgewing aan die betrokke persoon of persone gegee is, enige vrystellingsertifikaat mag intrek, ongeag of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin die volgende vermeld word:—

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) hiervan waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling geld.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
 - (b) 'n afskrif van elke sertifikaat wat uitgereik word, hou; en
 - (c) waar 'n vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingsertifikaat wat kragtens hierdie klousule uitgereik is, nakom.

(6) Die Sekretaris van die Raad moet aan die Departement van Arbeid 'n afskrif stuur van alle vrystellings wat kragtens hierdie klousule verleen is.

15. EXHIBITION OF AGREEMENT.

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

16. ULTRA VIRES.

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Johannesburg on behalf of the parties this 12th day of June 1967, in terms of section 31 of the Industrial Conciliation Act, 1956.

M. GORDON,
Acting Chairman of the Council.
(MRS.) C. F. HAUPTFLEISCH,
Vice-Chairman of the Council.
M. KAGAN,
Secretary of the Council.

15. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in albei die amptelike landstale, in die vorm voorgeskryf by die regulasies kragtens die Wet, in elke bedryfsinrigting van hom, met inbegrip van ontvangsdepots maar uitgesonderd voertuie, vertoon hou in 'n plek wat maklik vir sy werknemers toeganklik is.

16. ULTRA VIRES.

As enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde geregshof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag tot die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 12de dag van Junie 1967, ooreenkomstig artikel 31 van die Wet op Nywerheidsversoening, 1956, te Johannesburg onderteken.

M. GORDON,
Waarnemende Voorsitter van die Raad.
(MEV.) C. F. HAUPTFLEISCH,
Ondervoorsitter van die Raad.
M. KAGAN,
Sekretaris van die Raad.

No. R. 1839.] [17 November 1967.

INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.

CANCELLATION OF GOVERNMENT NOTICE.

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. R. 1514 of the 29th September 1967 with effect from the second Monday after the date of publication of this notice in so far as the said notice relates to the extension of the periods fixed in Government Notices No. 1710 of the 19th October 1962 and No. R. 123 of the 29th January 1965.

M. VILJOEN,
Minister of Labour.

No. R. 1839.] [17 November 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

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

INTREKKING VAN GOEWERMENTS- KENNISGEWING.

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermetskennisgewing No. R. 1514 van 29 September 1967 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing in vir sover genoemde kennisgewing betrekking het op die verlenging van die tydperke vasgestel in Goewermetskennisgewings No. 1710 van 19 Oktober 1962 en No. R. 123 van 29 Januarie 1965.

M. VILJOEN,
Minister van Arbeid.

CONTENTS.

No.	PAGE
Department of Labour.	
GOVERNMENT NOTICES.	
R.1836. Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade, Transvaal: Sick Benefit Fund Agreement ...	1
R.1837. Shops and Offices Act, 1964; and Factories, Machinery and Building Work Act, 1941: Exemption from Sick Leave Provisions: Laundry, Dry Cleaning and Dyeing Trade, Transvaal ...	7
R.1838. Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade, Transvaal: Contingency Fund Agreement ...	8
R.1839. Industrial Conciliation Act, 1956: Laundry, Dry Cleaning and Dyeing Trade, Transvaal: Cancellation of Government Notice ...	13

INHOUD.

No.	BLADSY
Departement van Arbeid.	
GOEWERMETSKENNISGEWINGS.	
R.1836. Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal: Siektebystandsfondsooreenkoms ...	1
R.1837. Wet op Winkels en Kantore, 1964; en Wet op Fabriek, Masjinerie en Bouwerk, 1941: Vrystelling van Siekteverlofbepalings: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal ...	7
R.1838. Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal: Gebeurlikheidsfondsooreenkoms ...	8
R.1839. Wet op Nywerheidsversoening, 1956: Wassery-, Droogskoonmaak- en Kleurbedryf, Transvaal: Intrekking van Goewermetskennisgewing ...	13

Buy National Savings Certificates | Koop Nasionale Spaarsertifikate

YOUR SAVINGS EARN

4 $\frac{1}{2}$ %

INTEREST PER ANNUM

IN THE

POST OFFICE SAVINGS BANK

DEPOSITS AND WITHDRAWALS CAN BE MADE
AT ANY ONE OF MORE THAN 1,600 POST OFFICES
IN THE REPUBLIC OF SOUTH AFRICA AND SOUTH
WEST AFRICA, IRRESPECTIVE OF WHERE YOUR
ACCOUNT WAS ORIGINALLY OPENED.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

U SPAARGELD VERDIEN

4 $\frac{1}{2}$ %

RENTE PER JAAR

IN DIE

POSSPAARBANK

DEPOSITO'S EN OPVRAGINGS KAN GEDOEN
WORD BY ENIGEEN VAN MEER AS 1,600 POS-
KANTORE IN DIE REPUBLIEK VAN SUID-AFRIKA
EN SUIDWES-AFRIKA, AFGESIEN VAN WAAR U
REKENING OORSPRONKLIK GEOPEN IS.

Save Time and Money, Use Franking Machines

Spaar Tyd en Geld, Gebruik Frankeermasjiene

Use the . . .

Post Office Savings Bank!

It provides unrivalled security, secrecy and facilities for deposits and withdrawals.

The first deposit need be no more than 10c.

The rate of interest on current accounts is $4\frac{1}{2}\%$ per annum calculated on the monthly balance. *Interest up to R200 per annum is free of income tax.*

Amounts in units of R200 may be transferred from current accounts for investment in Savings Bank Certificates. Such investments earn interest at the rate of $5\frac{1}{2}\%$ per annum, and is credited to the investors current account on the 1st January and 1st July of each year. *Interest up to R400 per annum is free of income tax.*

Deposits and withdrawals can be made at any one of more than 1,600 post offices in the Republic of South Africa and South West Africa, irrespective of where the account was originally opened.

Maak gebruik van die . . .

Posspaarbank!

Dit verskaf ongeëwenaarde sekureiteit, geheimhouding en fasiliteite vir deposito's en opvragings.

Die eerste deposito hoef nie meer as 10c te wees nie.

Die rentekoers op lopende rekenings is $4\frac{1}{2}\%$ per jaar bereken op die maandelikse balans. *Rente tot R200 per jaar is belastingvry.*

Bedrae in eenhede van R200 mag vir belegging in Spaarbanksertifikate oorgedra word. Sodanige beleggings verdien rente teen 'n koers van $5\frac{1}{2}\%$ per jaar, en word op 1 Januarie en 1 Julie van elke jaar in die belêer se lopende rekening gestort. *Rente tot R400 per jaar is belastingvry.*

Deposito's en opvragings kan gedoen word by enigeen van meer as 1,600 poskantore in die Republiek van Suid-Afrika en Suidwes-Afrika, afgesien van waar die rekening oorspronklik geopen is.