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[No. 4258

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 674 19 April 1974  
INDUSTRIAL CONCILIATION ACT, 1956

**MOTOR INDUSTRY.—MISA SICK AND ACCIDENT  
PAY FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry shall be binding, with effect from 1 May 1974 and for the period ending 30 April 1979, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union.

M. VILJOEN, Minister of Labour.

**SCHEDULE**

**THE NATIONAL INDUSTRIAL COUNCIL FOR THE  
MOTOR INDUSTRY**

**MISA SICK AND ACCIDENT PAY FUND AGREEMENT**  
entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between

The South African Motor Industry Employers' Association  
and

The South African Vehicle Builders' and Repairers' Association  
(hereinafter referred to as the "employers" or the "employers'  
organisations"), of the one part, and

The Motor Industry Staff Association  
(hereinafter referred to as the "employees" or the "trade union"),  
of the other part,

being parties to the National Industrial Council for the Motor  
Industry.

**CLAUSE 1.—PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 (1) of the Act, and shall remain in operation for five years from that date or for such period as may be determined by the Minister.

**CLAUSE 2.—SCOPE OF APPLICATION OF AGREEMENT**

The terms of this Agreement shall be observed in the Regions defined herein by all employers in the Motor Industry who are members of the employers' organisations and by all clerical employees in the Motor Industry who are members of the trade union.

A—22318

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 674 19 April 1974  
WET OP NYWERHEIDSVERSOENING, 1956

**MOTORNYWERHEID.—MISA-SIEKTE- EN -ONGE-  
VALLEBYSTANDFONDSOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, met ingang van 1 Mei 1974 en vir die tydperk wat op 30 April 1979 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is.

M. VILJOEN, Minister van Arbeid.

**BYLAE**

**DIE NASIONALE NYWERHEIDSRAAD VIR DIE  
MOTORNYWERHEID**

**MISA-SIEKTE- EN -ONGEVALLEBYSTANDFONDS-  
OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur  
en tussen

The South African Motor Industry Employers' Association  
en

The South African Vehicle Builders' and Repairers' Association  
(hiermee die "werkgewers" of die "werkgewersorganisasies"  
genoem), aan die een kant, en

The Motor Industry Staff Association  
(hierna die "werknemers" of die "vakvereniging" genoem), aan  
die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die  
Motornywerheid.

**KLOUSULE 1.—GELDIGHEIDSDUUR VAN  
OOREENKOMS**

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet mag vasstel en bly van krag vir vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister mag bepaal.

**KLOUSULE 2.—TOEPASSINGSBESTEK VAN  
OOREENKOMS**

Hierdie Ooreenkoms moet in die streke wat hierin omskryf word, nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is en deur alle klerklike werknemers in die Motornywerheid wat lede van die vakvereniging is.

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## CLAUSE 3.—DEFINITIONS

"Act" means the Industrial Conciliation Act, 1956.

"Clerical employee" means an employee who is validly in possession of a membership card issued by the Motor Industry Staff Association.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Industrial Conciliation Act, 1956.

"Member" means any clerical employee registered as a member of the Fund in terms of clause 5 (2) of this Agreement and in respect of whom contributions are made to the Fund.

"Motor Industry" means the Motor Industry as defined in clause 3 of Government Notice R. 1628 of 24 September 1971, and any expressions used in that definition which are defined in the said Government Notice shall have the same meaning for purposes of this Agreement.

"Region BR" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St Mark's (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Mdantsane, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St John's, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse, Xalanga (Cala) and Zwelitsha.

"Region EP" means the Magisterial District of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore.

"Region NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

"Region NC" means the Magisterial Districts of Barkly West, Britstown, De Aar, Ditsobotla [excluding those portions which prior to 1 December 1971 (Government Notice 1891 of 22 October 1971) fell within the Magisterial Districts of Delareyville and Lichtenburg, respectively], Ganyesa, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Molopo, Philipstown, Postmasburg, Prieska, Taung, Tlaping-Tlharo, Vryburg and Warrenton.

"Region OFS" means the Province of the Orange Free State.

"Region TVL" means the Province of Transvaal.

"Region WP" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Cape), Hopefield, Hermanus, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works Limited, Somerset West), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution for any Region herein defined.

"Rules" means the rules of the Misa Sick and Accident Pay Fund in force and as prescribed in terms of clause 8 hereof.

"Week" means a period of seven consecutive days commencing at midnight on a Sunday.

## CLAUSE 4.—CONTINUATION AND OBJECTS OF FUND

(1) There is hereby continued the Fund known as the "Misa Sick and Accident Pay Fund" (hereinafter referred to as the "Fund"), which was established in terms of Government Notice R. 626 of 18 April 1969.

(2) The Fund shall consist of contributions as prescribed in this Agreement and interest on investments.

(3) The object of the Fund shall be, in accordance with the Rules of the Fund as determined from time to time, to assist members of the Fund who suffer losses of wages or salary through absenteeism resulting from incapacity owing to accident or sickness.

## CLAUSE 5.—MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all clerical employees employed in the Motor Industry in the Regions defined herein.

(Note.—For the meaning of "clerical employee", please refer to "definitions" in clause 3 hereof.)

## KLOUSULE 3.—WOORDOMSKRYWING

"Wet" beteken die Wet op Nywerheidsversoening, 1956.

"Klerklike werknemer" beteken 'n werknemer wat in besit is van 'n geldige lidmaatskapkaart uitgereik deur die Motor Industry Staff Association.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motor-nywerheid geregistreer kragtens artikel 19 van die Wet op Nywerheidsversoening, 1956.

"Lid" beteken 'n klerklike werknemer wat kragtens klousule 5 (2) van hierdie Ooreenkoms as lid van die Fonds geregistreer is en ten opsigte van wie daar tot die Fonds bygedra word.

"Motornywerheid" beteken die Motornywerheid soos omskryf in klousule 3 van Goewermentskennisgewing R. 1628 van 24 September 1971, en alle uitdrukkings wat in daardie omskrywing gebesig word en in genoemde Goewermentskennisgewing omskryf word, het vir die toepassing van hierdie Ooreenkoms dieselfde betekenis.

"Streek BR" beteken die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Hewu, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Mdantsane, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. John's, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse, Xalanga (Cala) en Zwelitsha.

"Streek EP" beteken die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage, Uniondale, Venterstad en Willowmore.

"Streek NL" beteken die provinsie Natal en die landdrostdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

"Streek NC" beteken die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Ditsobotla [uitgesonderd daardie gedeeltes wat voor 1 Desember 1971 (Goewermentskennisgewing 1891 van 22 Oktober 1971) binne onderskeidelik die landdrostdistrikte Delareyville en Lichtenburg geval het], Ganyesa, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Molopo, Philipstown, Postmasburg, Prieska, Taung, Tlaping-Tlharo, Vryburg en Warrenton.

"Streek OFS" beteken die provinsie die Oranje-Vrystaat.

"Streek TVL" beteken die provinsie Transvaal.

"Streek WP" beteken die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Kaap), Hopefield, Hermanus, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes (uitgesonderd die gebied wat deur die Cape Explosives Works Limited, Somerset-Wes, geokkupeer word), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg.

"Streekraad" beteken 'n komitee wat as sodanig deur die Raad kragtens sy konstitusie vir enige streek wat hierin omskryf word, aangestel is.

"Reëls" beteken die geldige reëls van die Misa-siekte- en -ongevallebystandfonds soos kragtens klousule 8 hiervan voorgeskryf.

"Week" beteken 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin.

## KLOUSULE 4.—VOORTSETTING EN OOGMERKE VAN DIE FONDS

(1) Hierby word die Fonds voortgesit wat bekend staan as die "Misa-siekte- en -ongevallebystandfonds" (hierna die "Fonds" genoem), wat by Goewermentskennisgewing R. 626 van 18 April 1969 ingestel is.

(2) Die Fonds bestaan uit bydraes bygedra soos in hierdie Ooreenkoms voorgeskryf, en rente op beleggings.

(3) Die oogmerk van die Fonds is om, ooreenkomstig die reëls van die Fonds soos van tyd tot tyd bepaal, lede van die Fonds by te staan wat loons- of salarisverliese ly as gevolg van afwesigheid veroorsaak deur werkonvermoë weens 'n ongeluk of siekte.

## KLOUSULE 5.—LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle klerklike werknemers in diens van die Motornywerheid in die streke hierin omskryf.

(Opmerking.—Vir die betekenis van "klerklike werknemer" lees asseblief die omskrywing daarvan in die woordomskrifings in klousule 3 hiervan.)



(2) Subject to subclause (1) hereof, every clerical employee shall complete the form prescribed in Annexure A to this Agreement and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed within one month after the date on which he enters or re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the Regional Council concerned may require.

(3) Membership of the Fund shall terminate directly a member ceases to be employed in the Motor Industry.

(4) Any member whose membership of the Fund has terminated shall forfeit all claims on the Fund and if re-admitted to membership shall be regarded as an entirely new member unless otherwise decided by the Regional Council concerned.

#### CLAUSE 6.—CONTRIBUTIONS

(1) In respect of each week of employment of each clerical employee in his employ every employer shall contribute 20 cents to the Fund: Provided that where a clerical employee receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable in respect of such clerical employee for that week.

(2) The contributions referred to in subclause (1) of this clause shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction in which the employer's establishment is situated and shall be accompanied by a written statement containing the following details:

- (a) Name and initials of each clerical employee;
- (b) amount of contribution remitted in respect of each clerical employee;
- (c) date service began or date service ended, in the case of clerical employees whose employment began or ended since the details were last submitted.

(3) Every employer shall pay the total amount of the contributions payable and render the statement of details required each month in terms of subclause (2) of this clause to the Secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the months to which the contributions and details relate.

*Note.*—(a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

- Region BR: P.O. Box 714, East London, 5200.
- Region EP: P.O. Box 3164, Port Elizabeth, 6000.
- Region NC: P.O. Box 446, Kimberley, 8300.
- Region NL: P.O. Box 2838, Durban, 4000.
- Region OFS: P.O. Box 910, Bloemfontein, 9300.
- Region TVL: P.O. Box 8477, Johannesburg, 2000.
- Region WP: P.O. Box 1946, Cape Town, 8000.

(b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the Regional Secretary in the Region concerned.

#### CLAUSE 7.—BENEFITS

Subject to the provisions of the Fund's Rules, every member possessing the necessary qualifications therefor and in respect of whom the requisite number of contributions has been made to the Fund shall be eligible for the Fund's benefits, in force from time to time as prescribed in such Rules.

#### CLAUSE 8.—ADMINISTRATION

(1) The Fund shall be administered by Regional Councils in accordance with rules prescribed for the purpose by the Council. Such Rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe—

- (a) the Fund's benefits and the qualifications attaching thereto;
  - (b) the procedure for lodging and payment of claims.
- (2) The Council may at any time make new Rules or alter or repeal any existing Rules.
- (3) Copies of the Fund's Rules in Force and particulars of any amendments thereto shall be lodged with the Secretary for Labour.

#### CLAUSE 9.—POWERS AND DUTIES OF REGIONAL COUNCILS

(1) Subject to the direction of the Council and to the terms of this Agreement, each Regional Council shall have full control of the affairs of the Fund in the Region for which it is appointed.

(2) Each member of the Fund shall be provided by the Regional Council concerned with a copy of the Rules referred to in clause 8 hereof.

(2) Behoudens subklousule (1) hiervan, moet elke klerklike werknemer die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word en sodanige ingevulde vorm indien by die Sekretaris van die Streekraad vir die streek waarin hy in diens is, en wel binne een maand ná die datum waarop hy tot die Motornywerheid toetree of hertoetree of daarin in diens geneem word, en moet hy sodanige bykomende inligting of dokumentêre bewyse verstrek as wat die betrokke Streekraad mag vereis.

(3) Lidmaatskap van die Fonds eindig sodra 'n lid ophou om in die Motornywerheid werksaam te wees.

(4) 'n Lid wie se lidmaatskap van die Fonds beëindig is, verbeur alle aansprake op die Fonds, en as hy weer lid word, word hy as 'n heeltemal nuwe lid beskou tensy die betrokke Streekraad anders besluit.

#### KLOUSULE 6.—BYDRAES

(1) Elke werkgever moet ten opsigte van elke week wat elke klerklike werknemer in sy diens is, 20c tot die Fonds bydra: Met dien verstande dat waar 'n klerklike werknemer 'n loon vir minder as 23 uur in 'n bepaalde week ontvang of daarop geregtig is, geen bydraes ten opsigte van so 'n klerklike werkgever vir daardie week betaalbaar is nie.

(2) Die bydraes in subklousule (1) van hierdie klousule bedoel, moet elke maand betaal word aan die Sekretaris van die Streekraad vir die streek binne die jurisdiksiegebied waarin die werkgever se bedryfsinrigting geleë is en moet vergesel gaan van 'n skriftelike staat wat die volgende besonderhede bevat:

- (a) Naam en voorletters van elke klerklike werknemer;
- (b) bedrag van bydrae aangestuur ten opsigte van elke klerklike werknemer;
- (c) datum van diensaanvaarding of datum van diensbeëindiging, in die geval van klerklike werknemers wie se diens begin of geëindig het sedert die besonderhede laas verstrek was.

(3) Elke werkgever moet die totale bedrag van die bydraes wat betaalbaar is en die staat van besonderhede wat ingevolge subklousule (2) van hierdie klousule elke maand vereis word, voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarop die bydraes en besonderhede betrekking het, aan die Sekretaris van die betrokke Streekraad besorg.

*Let wel.*—(a) Die huidige posadresse van die Sekretarisse van die verskillende streekraade is soos volg:

- Streek BR: Posbus 714, Oos-Londen, 5200.
- Streek EP: Posbus 3164, Port Elizabeth, 6000.
- Streek NC: Posbus 446, Kimberley, 8300.
- Streek NL: Posbus 2838, Durban, 4000.
- Streek OFS: Posbus 910, Bloemfontein, 9300.
- Streek TVL: Posbus 8477, Johannesburg, 2000.
- Streek WP: Posbus 1946, Kaapstad, 8000.

(b) Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie klousule vereis word, is op aanvraag verkrygbaar van die Sekretaris van die Streekraad van die betrokke streek.

#### KLOUSULE 7.—VOORDELE

Behoudens die bepalinge van die Fonds se reëls, kom elke lid wat die nodige kwalifikasies daarvoor besit en ten opsigte van wie die vereiste getal bydraes tot die Fonds gemaak is, in aanmerking vir die voordele van die Fonds wat van tyd tot tyd geldig is en soos in hierdie Reëls voorgeskryf.

#### KLOUSULE 8.—ADMINISTRASIE

(1) Die Fonds word deur streekraade geadminestreer volgens reëls wat vir dié doel deur die Raad voorgeskryf word. Sodanige reëls mag nie onbestaanbaar met die bepalinge van hierdie Ooreenkoms of die Wet wees nie, en moet, onder andere, die volgende voorskryf:

- (a) Die Fonds se voordele en die vereistes daaraan verbonde;
  - (b) die prosedure om eise in te stel en uit te betaal.
- (2) Die Raad mag te eniger tyd nuwe reëls formuleer of enige bestaande reëls wysig of herroep.
- (3) Afskrifte van die Fonds se geldige reëls en besonderhede van enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

#### KLOUSULE 9.—BEVOEGDHEDE EN PLIGTE VAN STREEKRADE

(1) Behoudens lasgewing deur die Raad en hierdie Ooreenkoms, het elke Streekraad volle beheer oor die sake van die Fonds in die streek waarvoor dit aangestel is.

(2) Elke lid van die Fonds moet deur die betrokke streekraad voorsien word van 'n afskrif van die reëls in klousule 8 hiervan bedoel.

## (3) A Regional Council may—

(a) engage employees to assist in the administration of the Fund under such conditions as it may determine;

(b) refuse or withhold any or all benefits from any member who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; Provided that such member shall, if he so requests, be given the opportunity of appearing before the Regional Council to be heard;

(c) sanction expenditure;

(d) empower its Chairman and/or Vice-Chairman and its Secretary or other official to sign conjointly on behalf of the Fund any agreements and contracts of which it has approved;

(e) open accounts in the name of the Fund at banks or building societies and empower persons to operate on such accounts;

(f) appoint local committees in terms of the Rules to assist with the administration of the Fund in any particular area.

## (4) Every Regional Council shall cause—

(a) proper notice of its meetings to be given to the inspector defined by regulation under the Industrial Conciliation Act;

(b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector, and the Council;

(c) full and true accounts to be kept of the Fund in the region(s) it administers and such accounts to be audited by an auditor whom it shall appoint for the purpose, and who shall be a public accountant.

(5) Notwithstanding anything to the contrary, a Regional Council shall have discretionary powers to grant additional assistance to members in cases which it considers fall within the objects of the Fund.

## CLAUSE 10.—FINANCIAL CONTROL

(1) All moneys received by Regional Councils on behalf of the Fund shall be deposited in an account(s) in the name of the Fund at a bank or building society within three days of receipt and all disbursements from such account(s) shall in relation to each Region—

(a) require the sanction of the Regional Council concerned;

(b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Regional Council concerned;

(c) in respect of benefits, be suspended whenever the total amount therein to the credit of the Fund falls below R200 and until such time as it rises above R400.

(2) Any expenses incurred in connection with the administration of the Fund in any Region shall form a charge upon the Fund in relation to that Region.

(3) Moneys in excess of any Regional Council's monthly requirements as determined by such Regional Council, shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section 21 (3) of the Act: Provided that where necessary the Council may make grants from such moneys to be used for the purposes of the Fund.

(4) Every Regional Council shall furnish the Council with monthly reports containing, *inter alia*, particulars of the benefits and assistance provided by the Fund and moneys received and disbursed for the period to which the report relates.

(5) (a) Every Regional Council in respect of the Region(s) it administers, shall submit to the Council by not later than 15 February each year, statements audited by the auditor appointed in terms of clause 9 (4) (c) and countersigned by its Chairman showing the income and expenditure of the Fund for the preceding 12 months ended 31 December and its assets and liabilities as at that date. These statements and the auditor's report thereon shall be available at the offices of the Regional Councils concerned for inspection by contributors to the Fund who shall be entitled to make copies thereof or to take extracts therefrom.

(b) From the audited statements referred to herein, the Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the Fund, cause these to be audited by the Council's auditors and after approval by the Council, lodge copies thereof with the Secretary for Labour.

## CLAUSE 11.—INDEMNITY

The members of any Regional Council 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 or about the bona fide discharge of their duties.

## (3) 'n Streekraad mag—

(a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds op sodanige voorwaardes as wat hy mag bepaal;

(b) voordele weier aan of weerhou van enige lid wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was of waarvan redelikerwys verwag kon word dat dit die belange van die Fonds of sy lede sou benadeel: Met dien verstande dat sodanige lid, indien hy aldus versoek, die geleentheid gegun moet word om voor die streekraad te verskyn om aangehoor te word;

(c) uitgawes goedkeur;

(d) sy voorsitter en/of ondervoorsitter en sy sekretaris of ander ampsdraer volmag gee om gesamentlik namens die Fonds alle ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;

(e) rekenings op naam van die Fonds open by banke of bougenootskappe en persone volmag gee om op sodanige rekenings te opereer;

(f) kragtens die reëls plaaslike komitees aanstel om behulpsaam te wees met die administrasie van die Fonds in 'n bepaalde gebied.

## (4) Elke Streekraad moet sorg dra dat—

(a) behoorlik kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet op Nywerheids-versoening omskryf;

(b) notule gehou word van verrigtings van alle vergaderings en dat afskrifte van dié notule aan genoemde inspekteur en aan die Raad gestuur word;

(c) volledige en ware rekenings van die Fonds gehou word in die streek of streke wat hy administreer en sodanige rekenings geouditeer word deur 'n ouditeur wat hy vir die doel moet aanstel en wat 'n openbare ouditeur moet wees.

(5) Ondanks andersluidende bepalings het 'n Streekraad diskresionêre bevoegdheid om bykomende hulp aan lede te verleen in gevalle wat hy ag binne die bestek van die Fonds te val.

## KLOUSULE 10.—FINANSIËLE BEHEER

(1) Alle geld wat deur streekraade namens die Fonds ontvang word, moet binne drie dae ná ontvangs op naam van die Fonds in 'n rekening(s) by 'n bank of bougenootskap gedeponeer word en alle uitbetalings uit sodanige rekening(s) moet met betrekking tot elke streek—

(a) deur die betrokke Streekraad goedgekeur word;

(b) gedoen word deur middel van 'n tjek of ander skriftelike stuk geteken deur twee persone wat behoorlik daartoe deur die betrokke streekraad gemagtig is;

(c) ten opsigte van voordele, opgeskort word wanneer die totale bedrag daarin in die krediet van die Fonds benede R200 daal en tot tyd en wyl dit bo R400 styg.

(2) Alle koste aangegaan in verband met die administrasie van die Fonds in enige streek kom ten laste van die Fonds met betrekking tot daardie streek.

(3) Geld wat meer is as enige Streekraad se maandelikse veristes soos deur sodanige streekraad vasgestel, moet maandeliks aan die Raad gestuur word vir belegging, namens die Fonds, ooreenkomstig artikel 21 (3) van die Wet: Met dien verstande dat, waar dit nodig is, die Raad bedrae uit sodanige geld kan toeken vir gebruik vir die oogmerke van die Fonds.

(4) Elke Streekraad moet die Raad van maandverslae voorsien wat, onder andere, besonderhede bevat van die voordele en hulp deur die Fonds verskaf, asook van geld ontvang en uitbetaal vir die tydperk waarop die verslag betrekking het.

(5) (a) Elke Streekraad moet ten opsigte van die streek of streke wat hy administreer, voor of op 15 Februarie elke jaar state voorlê wat geouditeer is deur die ouditeur aangestel kragtens klousule 9 (4) (c) en deur sy voorsitter mede-onderteken, wat die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande geëindig 31 Desember en sy bates en laste op daardie datum aantoon. Hierdie state en die ouditeur se verslag daarvoor moet by die kantore van die betrokke streekraade beskikbaar wees vir insae deur bydraers tot die Fonds wat die reg het om afskrifte daarvan of uittreksels daaruit te maak.

(b) Uit die geouditeerde state hierin bedoel, moet die Sekretaris van die Raad 'n gekonsolideerde inkomste-en-uitgawerekening en 'n balansstaat van die Fonds opstel, dit deur die Raad se ouditeurs laat ouditeer en, ná goedkeuring deur die Raad, afskrifte daarvan by die Sekretaris van Arbeid indien.

## KLOUSULE 11.—VRYWARING

Die lede van enige Streekraad en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die bona fide-uitvoering van hul pligte ly en aangaan.



### CLAUSE 12.—DISPUTES

(1) Subject to the provisions of subclause (2), any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Fund shall be dealt with by a Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.

(2) (a) A member who is not satisfied with the decision of a Regional Council in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection shall be final.

(b) In the event of a member appealing to the Council, the Regional Council concerned shall on being requested to do so by the Council's Secretary submit details of the member's case to the Council for consideration.

### CLAUSE 13.—EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement, and unless within a period of 12 months after such expiry, either a new Agreement if negotiated in terms of which the Fund is continued, or the Fund is transferred by the Council to any other fund constituted for a similar purpose to that for which the Fund was originally established, the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act, during any period in which this Agreement is binding, the Regional Councils shall continue to administer the Fund and the members of such Regional Councils at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided however, that any vacancies occurring on such Regional Councils may be filled by the Industrial Registrar from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and alternates in the membership of such Regional Councils. In the event of any Regional Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of such Regional Council and who shall possess all the powers of such Regional Councils for the purpose. If upon the expiry of this Agreement, there is no Council in existence, the Fund shall be liquidated in the manner set forth in clause 14 of this Agreement and if upon such expiry 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.

### CLAUSE 14.—LIQUIDATION

Upon liquidation of the Fund in terms of clause 13 (1) hereof the moneys remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

### CLAUSE 15.—AGENTS

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

### CLAUSE 16.—EXEMPTIONS

The Council or a Regional Council in respect of the Region it administers may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

### CLAUSE 17.—EXHIBITION OF AGREEMENT

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

### KLOUSULE 12.—GESKILLE

(1) Behoudens subklausule (2), moet alle geskille betreffende die uitlegging, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of betreffende die administrasie van die Fonds *mutatis mutandis* ooreenkomstig die prosedure in artikel 9 van die Raad se konstitusie bepaal, deur 'n Streekraad behandel word.

(2) (a) 'n Lid wat nie tevrede is nie met die beslissing van 'n Streekraad ten opsigte van enige eise deur hom op die Fonds ingestel, mag by die Raad appelleer en die Raad se beslissing is in hierdie verband afdoende.

(b) Ingeval 'n lid by die Raad appelleer, moet die betrokke Streekraad, wanneer hy aldus deur die Sekretaris van die Raad versoek word, besonderhede van die lid se saak aan die Raad vir oorweging voorlê.

### KLOUSULE 13.—VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms verstryk, moet die Fonds gelikwider word tensy of 'n nuwe ooreenkoms waarkragtigens die Fonds voortgesit word, binne 'n tydperk van 12 maande na sodanige verstryking aangegaan word of die Fonds deur die Raad oorgedra word na 'n ander fonds wat gestig is vir 'n doel soortgelyk aan dié waarvoor die Fonds oorspronklik ingestel is.

(2) Ingeval die Raad gedurende enige tydperk wat hierdie Ooreenkoms bindend is, ontbind word of ophou om ingevolge artikel 34 (2) van die Wet te funksioneer, moet die Streekraade aanhou om die Fonds te administreer, en die lede van sodanige streekraade op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doeleindes geag lede daarvan te wees: Met dien verstande egter dat vakatures wat in sodanige Streekraade mag ontstaan, deur die Nywerheidsregistrator uit die geledere van die werkgewers en die werknemers in die Motornywerheid gevul kan word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers, en hul sekondusse, wat lede van sodanige Streekraade is, ewe groot is. Ingeval 'n streekraad onwillig is om sy pligte uit te voer of nie daartoe in staat is nie of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, onmoonlik of onwenslik maak, mag hy 'n trustee of trustees aanstel wat die pligte van sodanige streekraad moet uitvoer en wat vir dié doel al die bevoegdhede van sodanige Streekraade het. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds gelikwider word op die wyse uiteengesit in klausule 14 van hierdie Ooreenkoms en indien die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

### KLOUSULE 14.—LIKWIDASIE

By likwidasië van die Fonds kragtens klausule 13 (1) hiervan moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad inbetaal word.

### KLOUSULE 15.—AGENTE

Die Raad of die Streekraade mag een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om die persele binne te gaan, die navre te doen en te voltooi en die dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek, en om die individue te ondervra en om al die stappe te doen wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag teenoor sodanige agent 'n valse verklaring in verband met sy ondersoek aflê nie.

### KLOUSULE 16.—VRYSTELLINGS

Die Raad of 'n Streekraad mag ten opsigte van die streek wat hy administreer, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms kragtens sodanige bedinge en vir sodanige tydperk as wat hy mag bepaal.

### KLOUSULE 17.—VERTONING VAN OOREENKOMS

Elke werkgewer in die streke hierin omskryf, moet op een of ander opvallende plek op sy perseel 'n afskrif van hierdie Ooreenkoms in die vorm wat deur die regulasies kragtens die Wet voorgeskryf word, in leesbare letters, in albei amptelike tale van die Republiek van Suid-Afrika, opplak en dit daar opgeplak hou.

## CLAUSE 18.—PRESCRIPTION

A Regional Council shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if more than two years has elapsed since the date the claim in question was originally paid or rejected.

Signed at Johannesburg on behalf of the parties this first day of March 1974.

F. J. HACKNEY, President of the Council.

Signed at Johannesburg on behalf of the parties this first day of March 1974.

J. M. BALNAVES, Authorised employee representative of the Council.

Signed at Johannesburg on behalf of the parties this first day of March 1974.

H. G. RINGROSE, Secretary of the Council.

## ANNEXURE A TO MISA SICK AND ACCIDENT PAY FUND AGREEMENT

## APPLICATION FOR MEMBERSHIP

I (full name in block letters).....  
a member of the Motor Industry Staff Association, Membership No..... employed by (employer's name and address).....  
and residing at (applicant's private address).....  
my date of birth being..... (month)..... (year),  
and occupation.....  
hereby apply to be registered as a member of the Misa Sick and Accident Pay Fund. I agree to abide by the provisions of the Fund's Rules.

Answer "Yes" or "No" to the following questions, and if the answer is "Yes", then give full details:

(1) Do you suffer, or have you at any time suffered from any deformity, infirmity, maiming, physical defects, chronic disease, or from any illness?.....

(2) Have you at any time previously contributed to this Fund in this or any other Region?.....

I solemnly and sincerely declare that all the particulars given by me in this form are, to the best of my knowledge and belief, true and correct and I am free from disease or infirmity of a chronic nature except as specified above.

Dated this..... day of..... 19.....

(Signed).....

## FOR OFFICE USE ONLY

Date received..... Date registered.....  
Registration No.....

No. R. 675 19 April 1974

## SHOPS AND OFFICES ACT, 1964, AND FACTORIES MACHINERY AND BUILDING WORK ACT, 1941

## MOTOR INDUSTRY.—EXEMPTION FROM SICK LEAVE PROVISIONS

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, grant exemption from the provisions of section 21A of the said Act;

to all employers who are subject to the provisions of the Agreement published under Government Notice R. 674 of 19 April 1974, with effect from 1 May 1974 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, in respect of employees who are entitled to benefits in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

## KLOUSULE 18.—VERJARING

'n Streekraad het die bevoegdheid om te weier om die wyse te hersien waarop 'n eis deur die Fonds behandel is indien meer as twee jaar verloop het sedert die datum waarop die betrokke eis oorspronklik uitbetaal of geweier is.

Namens die partye op hede die eerste dag van Maart 1974 te Johannesburg onderteken.

F. J. HACKNEY, Voorsitter van die Raad.

Namens die partye op hede die eerste dag van Maart 1974 te Kaapstad onderteken.

J. M. BALNAVES, Gemagtigde werknemerverteenwoordiger van die Raad.

Namens die partye op hede die eerste dag van Maart 1974 te Johannesburg onderteken.

H. G. RINGROSE, Sekretaris van die Raad.

## AANHANGSEL A VAN DIE MISA-SIEKTE- EN -ONGEVALLEBYSTANDFONDSDOOREENKOMS

## AANSOEK OM LIDMAATSKAP

Ek (volle naam in blokletters).....  
'n lid van die Motor Industry Staff Association, Lidmaatskapnommer....., in diens by (werkgever se naam en adres).....  
woonagtig te (aansoeker se private adres).....  
gebore..... (maand)..... (jaar),  
en met die beroep van.....  
doen hierby aansoek om as lid van die Misa-siekte- en -ongevallebystandsfonds geregistreer te word. Ek onderneem om my aan die bepalinge van die reëls van die Fonds te hou.

Antwoord "Ja" of "Nee" op die volgende vrae, en as die antwoord "Ja" is, verstrek dan volle besonderhede:

(1) Ly u of het u te eniger tyd gely aan enige wanskapenheid, swaakteid, verminking, liggaamlike tekortkomings, chroniese siekte, of aan enige siekte hoegenaamd?.....

(2) Het u te eniger tyd voorheen tot hierdie Fonds in hierdie of enige ander streek bygedra?.....

Ek verklaar plegtig en opreg dat alle besonderhede wat ek in hierdie vorm verstrek het, na my beste wete en oortuiging, waar en korrek is, en dat ek aan geen siekte of swaakteid van chroniese aard ly nie, behalwe soos hierbo gespesifiseer.

Gedateer op hede die..... dag van..... 19.....

(Geteken).....

## SLEGS VIR KANTOORGEBRUIK

Datum ontvang..... Datum geregistreer.....  
Registrasienommer.....

No. R. 675 19 April 1974

## WET OP WINKELS EN KANTORE, 1964, EN WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

## MOTORNYWERHEID.—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

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

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

(b) kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vrystelling van die bepalinge van artikel 21A van genoemde Wet;

aan alle werkgewers wat onderworpe is aan die bepalinge van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 674 van 19 April 1974, met ingang van 1 Mei 1974 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, vir sover dit werknemers betref wat ingevolge genoemde Ooreenkoms op voordele geregtig is.

M. VILJOEN, Minister van Arbeid.



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