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25 OKTOBER

[No. 4466

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1900 25 October 1974

INDUSTRIAL CONCILIATION ACT, 1956

COTTON TEXTILE MANUFACTURING INDUSTRY (CAPE).—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, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Cotton Textile Manufacturing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

29158—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1900 25 Oktober 1974

WET OP NYWERHEIDSVERSOENING, 1956

**KATOENTEKSTIELNYWERHEID (KAAP).—
SIEKTEBYSTANDFONDSOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Katoentekstielywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1976 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4466—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE COTTON TEXTILE
MANUFACTURING INDUSTRY (CAPE)

AGREEMENT

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

The Textile Workers' Industrial Union (South Africa)

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

The Western Province Cotton Textile Manufacturers' Association (hereinafter referred to as the "employers" or the "Association") of the other part,

being parties to the Industrial Council for the Cotton Textile Manufacturing Industry (Cape).

1. SCOPE OF APPLICATION OF THE AGREEMENT

(1) The terms of this Agreement shall be observed in the Cotton Textile Manufacturing Industry—

(a) by all employers who are members of the Association and by all employees who are members of the Trade Union;

(b) in the Magisterial Districts of Paarl, Wellington, Worcester, Bellville and Goodwood, but excluding any portions of the Magisterial Districts of Bellville and Goodwood which prior to the publication of Government Notice 173 of 9 February 1973 fell within the Magisterial District of Wynberg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement and to the employers of such employees.

2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation with effect from a date fixed by the Minister of Labour, in terms of section 48 (1) of the Industrial Conciliation Act, 1956, and shall remain in force until 31 December 1976 or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions appearing in this Agreement shall, unless otherwise stated, have the same meaning as in the Act or the Main Agreement; any reference to the Act shall include any amendment to the 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, Act 28 of 1956;

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

"Cotton Textile Manufacturing Industry" or "Industry" means the industry in which an employer and his employees are associated for the purpose, in one form or another of producing, by means of spinning, weaving, dyeing, printing, finishing, or by any other process whatsoever, yarns, materials, cloths or by-products of such yarns or cloths, which are wholly or mainly manufactured from cotton and/or man-made fibres as substitute therefor, and includes all operations incidental thereto or consequent thereon, carried on by any such employer or employee, but shall not include—

(a) any operation coming within the scope of the National Industrial Council for the Textile Manufacturing Industry as defined in the Industrial Council Agreement published under Government Notice 1740 of 7 October 1960;

(b) the Worsted Textile Manufacturing Industry, which, for the purposes of this definition, means the industry in which employers and employees are associated for any of the following purposes:

(i) The manufacture, including all operations incidental to such manufacture, of—

(aa) worsted tops and/or noils;

(ab) tops from man-made fibre tow by the Turbo Stapler, Siedel or Pacific Converter system or similar systems;

(ii) the manufacture, including all operations incidental to such manufacture, of worsted yarns and/or worsted fabrics;

(iii) the manufacture, including all operations incidental to such manufacture, of yarn and/or cloth from wool and/or a mixture of wool and other fibre and/or by-products from waste produced by the operations of manufacturing such yarn

BYLAE

NYWERHEIDSRAAD VIR DIE KATOENTEKSTIEL-
NYWERHEID (KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, soos gewysig, gesluit en aangeaan deur die

Textile Workers' Industrial Union (South Africa)

(hierna die "werkgewers" of die "Vereniging" genoem), aan die die een kant, en die

Western Province Cotton Textile Manufacturers' Association

(hierna die "werkgewers" of die "Vereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Katoentekstielywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN DIE OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die Katoentekstielywerheid nagekom word—

(a) deur alle werkgewers wat lede van die Vereniging is en deur alle werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrikte Paarl, Wellington, Worcester, Bellville en Goodwood, maar uitgesonderd enige gedeeltes van die landdrosdistrikte Bellville en Goodwood wat voor die publikasie van Goewermentskennisgewing 173 van 9 Februarie 1973 binne die landdrosdistrik Wynberg geval het.

(2) Ondanks subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing slegs op dié werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. GELDIGHEDSDUUR VAN DIE OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid ingevolge artikel 48 (1) van die Wet op Nywerheidsversoenings, 1956, vasgestel word en bly van krag tot 31 Desember 1976 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms voorkom het, tensy anders vermeld, dieselfde betekenis as in die Wet of die Hoof-ooreenkoms; enige verwysing na die Wet omvat enige wysiging van dié Wet, en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

"Wet" die Wet op Nywerheidsversoenings, Wet 28 van 1956;

"los werknemer" 'n werknemer wat deur dieselfde werkgewer op hoogstens drie dae per week in diens geneem word;

"Katoentekstielywerheid" of "Nywerheid" die nywerheid waarin 'n werkgewer en sy werknemers geassosieer is, in die een of ander vorm, vir die produksie, deur middel van spin, weef, kleur, druk, afwerk, of deur middel van enige ander proses, van watter aard ook al, van garing, materiaal, kleeidstof en/of nuwe-produkte van sodanige garing of kleeidstowwe, wat uitsluitlik of hoofsaaklik uit katoen en/of mensgemaakte vesels as plaasvervangers daarvan vervaardig word, en omvat dit alle werksaamhede wat daarmee gepaard gaan of daaruit voortspuit, uitgevoer deur enige sodanige werkgewer of werknemer, maar omvat dit nie—

(a) enige werksaamheid wat binne die bestek val van die Nasionale Nywerheidsraad vir die Tekstielywerheid soos omskryf in die Nywerheidsraadooreenkoms gepubliseer by Goewermentskennisgewing R.1676 van 22 September 1972;

(b) die Kamstoftekstielywerheid, wat, by die toepassing van hierdie woordomskriving, die nywerheid beteken waarin werkgewers en werknemers geassosieer is vir engeen van ondergenoemde doeleindes:

(i) Die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging van—

(aa) kambol en/of kamsels;

(ab) kambol van mensgemaakte veseltou deur middel van die Turbo Stapler-, Siedel- of Pacific Converter-stelsel of dergelike stelsels;

(ii) die vervaardiging, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan, van kamgaring en/of kamstof;

(iii) die vervaardiging, met inbegrip van alle werksaamhede wat by sodanige werksaamhede hoort, van garing en/of kleeidstof uit wol en/of 'n mengsel van wol en ander vesels en/of nuwe-produkte van afval wat ontstaan by die vervaardiging van sodanige garing of kleeidstof, maar uitgesonderd die vervaardiging van produkte en die werksaamhede wat opgenoem word in subparagrafe (i) tot (iv) van paragraaf (3)

or cloth, but excluding the manufacture of products and the operations listed in subparagraphs (i) to (iv) of paragraph (3) of the definition of "Worsted Textile Manufacturing Industry" appearing in Government Notice 2121 of 24 December 1959;

"worsted" means the process by which yarn for sale or for use in the weaving of cloth is produced from long-staple fibres of a mean length exceeding $1\frac{1}{4}$ inches, carded, prepared and combed to arrange the fibre parallel to each other: Provided that a fabric or yarn produced by the worsted process in which continuous filaments of man-made fibres are incorporated for fancy effects, shall, despite the incorporation of such filaments, be deemed to be a worsted fabric or yarn;

(c) the manufacture of yarn wholly from continuous filaments of man-made fibres;

"Council" means the Industrial Council for the Cotton Textile Manufacturing Industry (Cape);

"Main Agreement" means the Agreement of the Council which prescribes wages for employees employed in the Cotton Textile Manufacturing Industry;

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provision of clause 6 of this Agreement;

"member" or "member of the Fund" means an employee who contributes or has contributed to the Fund.

4. TITLE AND OBJECTS

There is hereby continued a Fund known as "The Cotton Textile Manufacturing Industry (Cape) Sick Fund", hereinafter referred to as the "Fund", established as from the first full pay week in January 1964, for the purpose of providing medical attention, medicines and other benefits, as hereinafter specified, for members of the Fund.

5. MEMBERSHIP

(1) All employees other than casual employees for whom minimum wages are prescribed in the Main Agreement shall be required to become members of the Fund.

(2) Membership shall terminate when the member ceases to be employed in the Industry.

6. ADMINISTRATION

(1) The administration of the Fund shall be vested in a Management Committee consisting of four employers' representatives and four employees' representatives who shall be elected by the Council at a duly constituted meeting of the Council, with the Chairman and Vice-Chairman of the Council *ex-officio* members. For every representative an alternate shall be elected.

(2) The Fund shall be administered in accordance with rules prescribed for the purpose by the Management Committee, and such rules shall not be inconsistent with the provisions of this Agreement, the Act, or any other law.

(3) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting shall stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At such adjourned meeting of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

(4) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(5) (a) The Management Committee shall have power to—

(i) sanction all payments and expenditure on behalf of the Fund;

(ii) engage and dismiss paid servants of the Fund, fix their remuneration and define their duties;

(iii) supervise the working of any local committee of the Fund;

(iv) appoint subcommittees to help in the administration of the Fund;

(v) make new rules for the Fund, alter or repeal existing rules of the Fund, subject to the approval of the Council;

(vi) do such other duties as the Committee may consider necessary or desirable for the proper administration of the Fund.

van die woordomskrif van "Kamstoftekstielnywerheid" wat in Goewermentskennisgewing R. 145 van 3 Februarie 1971 voorkom;

"kamstof" die stof voortgebring in die proses waarby garing vir verkoop of vir gebruik by die weef van kledstof geproduseer word uit langstapelvesels van 'n gemiddelde lengte van meer as 4,45 cm gekaard, voorberei en gekam om die vesel ewewydig met mekaar te rangskik: Met dien verstande dat 'n kledstof of garing wat met die kamproses gelewer word waarin deurlopende filamente van mensgemaakte vesels vir fantasie-effekte ingelyf word, geag word, ten spyte van die inlywing van sodanige filamente, kamstofkled of -garing te wees;

(c) die vervaardiging van garing geheel en al uit deurlopende filamente van mensgemaakte vesels;

"Raad" die Nywerheidsraad vir die Katoentekstielnywerheid (Kaap);

"Hoofdooreenkoms" die Ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers in diens van die Katoentekstielnywerheid;

"Bestuurskomitee" of "Komitee" die Komitee wat aangestel is om die Fonds te administreer ooreenkomstig klousule 6 van hierdie Ooreenkoms;

"lid" of "lid van die Fonds" 'n werknemer wat tot die Fonds bydra of bygedra het.

4. NAAM EN OOGMERKE

Hierby word 'n fonds voortgesit wat bekend staan as die "Siekefonds van die Katoentekstielnywerheid (Kaap)", hieronder "die Fonds" genoem, met ingang van die eerste volle betaalweek in Januarie 1964, ingestel met die doel om mediese hulp, medisyne en ander voordele, soos hieronder uiteengesit, aan lede van die Fonds te verskaf.

5. LIDMAATSKAP

(1) Alle werknemers, uitgesonderd los werknemers, vir wie minimum lone in die Hoofdooreenkoms voorgeskryf word, moet lede van die Fonds word.

(2) Lidmaatskap eindig wanneer die lid nie meer in die Nywerheid werksaam is nie.

6. ADMINISTRASIE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit vier werkgewersverteenwoordigers en vier werknemersverteenwoordigers wat deur die Raad gekies word op 'n behoorlik gekonstitueerde vergadering van die Raad, met die Voorsitter en Ondervoorsitter van die Raad ampshalwe as lede. Vir iedere verteenwoordiger moet 'n plaasvervanger gekies word.

(2) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat die Bestuurskomitee vir dié doel voorgeskryf het, en sodanige reëls mag nie onbestaanbaar met hierdie Ooreenkoms, die Wet of enige ander wet wees nie.

(3) Twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers vorm 'n kworum en alle sake word deur 'n meerderheidstem beslis. Die Voorsitter het slegs 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, mag vir die doel van 'n kworum as volle verteenwoordigers gereken word, en indien daar binne 30 minute na die vasgestelde tyd geen kworum is nie, moet die vergadering verdaag word tot 'n datum hoogstens sewe dae daarna, wat deur die Voorsitter bepaal word. Op 'n vergadering wat as gevolg van so 'n verdaging op 'n later datum gehou word en waarvan lede skriftelik in kennis gestel moet word, vorm die lede wat teenwoordig is 'n kworum. Vir die doel van 'n kworum moet die Voorsitter en die Ondervoorsitter van die Raad, indien teenwoordig, geag word verteenwoordigers te wees.

(4) Indien enige verteenwoordiger van 'n vergadering afwesig is en nie deur 'n plaasvervanger verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, verminder word en moet die stemkrag van die ander kant dienoooreenkomstig verminder word ten einde gelyke stemkrag te handhaaf. Geen voorstel mag oorweeg word nie tensy dit gesekondeer is en alle sake wat die onderwerp van voorstelle uitmaak, moet deur 'n meerderheidstem van die aanwesiges beslis word.

(5) (a) Die Bestuurskomitee het die bevoegdheid om—

(i) alle uitbetalings en uitgawes namens die Fonds goed te keur;

(ii) besoldigde werknemers van die Fonds in diens te neem en af te dank, hul besoldiging vas te stel en hul pligte te omskryf;

(iii) toesig te hou oor enige plaaslike komitee van die Fonds;

(iv) subkomitees aan te stel om te help met die administrasie van die Fonds;

(v) behoudens die goedkeuring van die Raad, nuwe reëls vir die Fonds op te stel of die bestaande reëls van die Fonds te wysig of te herroep;

(vi) dié ander pligte uit te voer wat die Komitee vir die behoorlike administrasie van die Fonds nodig of wenslik ag.

(b) One copy of the rules of the said Fund and any amendments thereto shall be kept by the Secretary of the Council, and one copy of the said rules and any amendments thereto shall be lodged by the Secretary of the Council with the Secretary for Labour.

(c) All administrative expenses incurred with the approval of the Management Committee shall be a charge on the Fund.

(6) (a) The Secretary shall arrange for receipts to be issued for all moneys received by the Fund and for books of account to be maintained in which shall be recorded all receipts and payments by the Fund.

(b) All moneys received by or on behalf of the Fund shall be deposited in the banking account of the Fund.

(c) Withdrawals from the Fund's banking account shall be made by cheque signed by the Chairman or Vice-Chairman of the Council with the Secretary of the Fund, or any member of the Committee duly authorised thereto by the Management Committee.

(d) The Management Committee shall invest any moneys of the Fund not required to meet current payments and expenses in—

(i) stock of the Government of the Republic of South Africa or local government stock;

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) savings accounts, permanent shares or fixed deposits in building societies or banks;

or in any other manner approved by the Industrial Registrar.

(e) The Management Committee shall appoint an auditor for the Fund who shall be a public accountant and shall determine his remuneration which shall be paid to him by the Fund. The accounts of the Fund shall be audited half-yearly at 30 June and 31 December in each year and a statement of accounts, incorporating a balance sheet and a statement of income and expenditure of the Fund for the previous half year shall be prepared, a copy of which shall be transmitted to the Secretary for Labour within three months of the close of the period covered thereby and another copy lie for inspection at the office of the Fund.

(f) Should the assets of the Fund at any time fall below R500 no further sick pay shall be disbursed until the Fund is replenished and is in the opinion of the Management Committee able to resume payment of sick pay.

7. CONTRIBUTIONS

(1) For the purpose of the Fund, every employer shall deduct the following amounts from the wages of each of his employees who is a member of the Fund and who has worked during any week, irrespective of the time so worked:

Group	Weekly wage	Contribution per week
		cents
I.....	R10,40–R13,00	8
II.....	R13,01–R20,00	10
III.....	R20,01–R25,00	14
IV.....	R25,01–R30,00	16
V.....	R30,01 and over	18

(2) To the amount so deducted in each case the employer shall add a like amount, and forward month by month but not later than the 14th day of each month, the total sum to the Secretary of the Fund.

(3) The total sum forwarded monthly by the employer representing his contributions and the deductions made from his employees, shall be accompanied by the special form provided by the Fund reflecting—

(a) the full name of the employer;

(b) the total number of contributors;

(c) the total number of contributors at the end of each month with the total amount collected.

(4) Every employer shall, not later than the 14th day of each month, complete and transmit to the Secretary of the Fund a record of all engagements and terminations of service of employees in respect of the previous month.

(5) Prescribed forms for notification of engagements and terminations and of group changes shall be provided by the Fund. All returns must indicate the contributor's Fund number.

(6) 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.

(b) Een eksemplaar van die reëls van genoemde Fonds en alle wysigings daarvan moet deur die Sekretaris van die Raad gehou word terwyl een eksemplaar van genoemde reëls en alle wysigings daarvan, deur die Sekretaris van die Raad by die Sekretaris van Arbeid ingedien moet word.

(c) Alle administrasiekoste wat met die goedkeuring van die Bestuurskomitee aangegaan word, kom ten laste van die Fonds.

(6) (a) Die Sekretaris moet reël dat kwitansies uitgereik word vir alle geld wat deur die Fonds ontvang word en dat rekening-boeke bygehou word waarin alle ontvangste en uitbetalings deur die Fonds opgeteken moet word.

(b) Alle geld deur of namens die Fonds ontvang, moet in die bankrekening van die Fonds gestort word.

(c) Trekkings uit die Fonds se bankrekening moet gedoen word per tjek geteken deur die Voorsitter of Ondervoorsitter van die Raad saam met die Sekretaris van die Fonds, of enige lid van die Komitee wat behoorlik daartoe deur die Bestuurskomitee gemagtig is.

(d) Die Bestuurskomitee moet alle Fondsgeld wat nie nodig is om lopende uitbetalings en uitgawes te dek nie, belê in—

(i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Opspaarbankrekenings of -sertifikate;

(iv) spaarrekenings, vaste aandele of vaste beleggings in bogenootskappe of banke;

of op enige ander wyse wat die Nywerheidsregistrateur goedkeur.

(e) Die Bestuurskomitee moet 'n ouditeur vir die Fonds aanstel wat 'n openbare rekenmeester moet wees en sy besoldiging vasstel wat aan hom deur die Fonds betaal moet word. Die rekenings van die Fonds moet halfjaarliks op 30 Junie en 31 Desember iedere jaar geouditeer word, en 'n rekeningstaat, wat 'n balansstaat en 'n inkomste-en-uitgawestaat van die Fonds vir die vorige halfjaar moet bevat, moet opgestel word en 'n kopie daarvan moet binne drie maande na die einde van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word terwyl 'n ander kopie vir insae in die kantoor van die Fonds moet lê.

(f) Indien die bates van die Fonds te eniger tyd daal tot minder as R500, moet geen verdere siekebesoldiging betaal word nie totdat die Fonds weer aangevul en na die mening van die Bestuurskomitee daartoe in staat is om die betaling van siekebesoldiging te hervat.

7. BYDRAES

(1) Vir die doel van die Fonds moet elke werkgewer van die loon van elk van sy werknemers wat lid van die Fonds is en wat gedurende enige bepaalde week gewerk het, afgesien van die tyd aldus gewerk, die volgende bedrae aftrek:

Groep	Weekloon	Bydrae per week sent
I.....	R10,40–R13,00	8
II.....	R13,01–R20,00	10
III.....	R20,01–R25,00	14
IV.....	R25,01–R30,00	16
V.....	R30,01 en meer	18

(2) By die bedrag aldus in iedere geval afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maand vir maand maar voor of op die 14de dag van elke maand aan die Sekretaris van die Fonds stuur.

(3) Die totale bedrag wat maandeliks deur die werkgewer gestuur word en wat uit sy bydraes en die aftrekkings van sy werknemers bestaan, moet vergesel gaan van die spesiale vorm wat deur die Siekefonds verskaf word en die volgende aantoon:

(a) Die volle naam van die werkgewer;

(b) die totale getal bydraers;

(c) die totale getal bydraers aan die einde van elke maand, saam met die totale bedrag ingevorder.

(4) Elke werkgewer moet voor of op die 14de dag van elke maand register van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van die vorige week voltooi en dit aan die Sekretaris van die Fonds stuur.

(5) Voorgeskrewe vorms vir vermelding van indiensnemings en diensbeëindigings en van groepveranderings moet deur die Fonds verskaf word. Alle opgawes moet die bydraers se Siekefondsnommer aantoon.

(6) Aftrekkings moet gemaak word van betalings wat 'n werknemer ontvang vir tydperke van verlof van afwesigheid en vakansie met betaling asof die betrokke werknemer normaalweg by sy werk aanwesig was.

8. BENEFITS

Members of the Fund shall be entitled to the following benefits:

(1) *Sick pay*.—Sick pay at the following rates in respect of periods of absence from work owing to sickness:

Group	Weekly wage	Sick pay per day
I.....	R10,40–R13,00	R1,20
II.....	R13,01–R20,00	R1,70
III.....	R20,01–R25,00	R2,69
IV.....	R25,01–R30,00	R3,20
V.....	R30,01 and over	R3,80:

Provided that—

(i) the member shall have paid 13 weekly contributions to the Fund and not have already received benefits up to a maximum of six weeks in any year commencing 1 March and ending 28 (or 29) February;

(ii) the member shall be unable to perform his ordinary duties to his employer for a period in excess of two days owing to illness or injury duly certified in the prescribed form by a medical officer appointed under the rules of the Fund;

(iii) the member shall not be on annual leave or otherwise in receipt of full pay from the employer;

(iv) no sick pay shall be paid in respect of any illness, affliction or disease which —

(aa) is attributable to misconduct or excessive indulgence in intoxicating liquors or drugs; and

(ab) is an accident, illness or disease in respect of which compensation is payable in terms of the Workmen's Compensation Act, 1941, or the Motor Vehicle Insurance Act, 1942, or

(ac) is due to negligence on the part of the member or failure to observe health or safety rules properly promulgated or to disregard of the instructions or treatment given by a medical officer of the Fund. Similarly the Management Committee shall have the power to reduce, withhold or recover benefits if the member, in the opinion of the Management Committee, acts in a manner prejudicial to the Fund or its members, or gives false information to the employer or a medical officer, or is found to be engaged in other occupation whilst under treatment by a medical officer of the Fund;

(v) no sick pay shall be payable during the period of pregnancy and/or after birth during which period a member is entitled to maternity benefits under the Unemployment Insurance Act, 1966, or confinement allowances under section 23 of the Factories, Machinery and Building Work Act, 1941;

(vi) the Management Committee in its discretion may increase the period during which sick pay is payable or otherwise modify the payments in individual cases.

(2) *Medical treatment*.—(a) Members shall be entitled to free medical treatment other than for confinement as soon as they have paid 13 weekly contributions to the Fund.

(b) Medical treatment shall normally only be given at times and at places designated by the Fund and notified to members, and by a medical officer appointed by the Fund and drugs, medicines and other medical requirements shall only be supplied by, or under the authority of the said medical officer.

(c) Nevertheless the Management Committee may agree to defray the expenses of a doctor not appointed or approved by it or of medicines prescribed by such doctor if in the opinion of the Management Committee, the circumstances so warrant.

(d) No hospital admission fees or other hospital expenses either as an in-patient or out-patient, shall be paid by the Fund.

(e) Medical attention to which members are entitled at the Fund's expense, shall not include obstetrics, surgery, anaesthetics or, except for the first examination, pregnancy.

(3) *Dental*.—(a) Subject to the submission by a member of the receipt of payment of the total cost of each dental extraction, a member shall be entitled to a refund in accordance with the following scale:

In respect of extractions performed	Benefit
During the first year of membership.....	Nil
During the second and third years of membership....	25%
During the fourth year of membership.....	50%
During the fifth and subsequent years of membership	100%

The cost per extraction for the purpose of determining the benefit shall be as fixed by the Management Committee from time to time.

8. VOORDELE

Die lede van die Fonds is geregtig op die volgende voordele:

(1) *Siekebesoldiging*.—Siekebesoldiging teen die volgende koerse ten opsigte van afwesigheid van die werk weens siekte:

Groep	Weekloon	Siekebesoldiging per dag
I.....	R10,40–R13,00	R1,20
II.....	R13,01–R20,00	R1,70
III.....	R20,01–R25,00	R2,60
IV.....	R25,01–R30,00	R3,20
V.....	R30,01 en meer	R3,80:

Met dien verstande dat—

(i) die lid 13 weeklikse bydraes tot die Fonds moes gemaak het en nie reeds voordele ontvang het tot 'n maksimum van ses weke in enige jaar beginnende 1 Maart en eindigende 28 (of 29) Februarie nie;

(ii) die lid vir 'n tydperk van hoogstens twee dae nie in staat moet wees om sy gewone verpligtings teenoor sy werkgever na te kom nie weens siekte of besering wat behoorlik op die voorgeskrewe vorm gesertifiseer is deur 'n mediese beamppte wat kragtens hierdie reëls aangestel is;

(iii) die lid nie met jaarlikse verlof mag wees of anders volle besoldiging van die werkgever mag ontvang nie;

(iv) geen siekebesoldiging betaalbaar is nie ten opsigte van 'n siekte, ongesteldheid of kwaal wat—

(aa) aan wangedrag of die buitensporige gebruik van drank of verdowingsmiddels te wyte is; en

(ab) 'n ongeval, siekte of kwaal is ten opsigte waarvan daar ingevolge die Ongevalwet, 1941, of die Motorvoertuig-assuransiewet, 1942, vergoeding betaalbaar is; of

(ac) te wyte is aan nalatigheid van die kant van die lid of versuim om die gesondheids- of veiligheidsreëls na te kom wat behoorlik afgekondig is of aan die veronagsaming van die opdragte of behandeling gegee deur 'n mediese beamppte van die Fonds. Die Bestuurskomitee het ook die bevoegdheid om voordele te verminder, terug te hou of terug te vorder indien die lid se optrede, na die mening van die Bestuurskomitee, sodanig is dat die Fonds of die lede daarvan benadeel word of indien die lid valse inligting aan die werkgever of 'n mediese beamppte verstrek of indien daar bevind word dat die lid 'n ander beroep beoefen terwyl hy deur 'n mediese beamppte van die Fonds behandel word;

(v) geen siekebesoldiging gedurende die tydperk van swangerskap en/of ná geboorte betaalbaar is nie as 'n lid gedurende daardie tydperk geregtig is op kraamvoordele ooreenkomstig die Werkloosheidsversekeringwet, 1966, of op bevallingsstoelaes ooreenkomstig artikel 23 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

(vi) die Bestuurskomitee na goedvinde die tydperk kan verleng waarin siekebesoldiging betaalbaar is of andersins die betalings in individuele gevalle kan wysig.

(2) *Mediese behandeling*.—(a) Lede is daarop geregtig om mediese behandeling, uitgesonderd dié in verband met 'n bevaling, gratis te ontvang sodra hulle 13 weeklikse bydraes tot die Fonds betaal het.

(b) Mediese behandeling word normaalweg op slegs die tye en op plekke wat deur die Fonds aangewys en aan lede bekendgemaak is, gegee deur 'n mediese beamppte wat deur die Fonds aangestel is, en drogerie, medisyne en ander mediese benodighede word slegs deur, of op gesag van, genoemde mediese beamppte verskaf.

(c) Die Bestuurskomitee kan nogtans instem om die koste van 'n geneesheer wat nie deur hom aangestel of goedgekeur is nie of medisyne wat deur sodanige geneesheer voorgeskryf is, te bestry, indien omstandighede, na die mening van die Bestuurskomitee, dit regverdig.

(d) Geen opnemingsgelde of ander hospitaalluitgawes, hetsy vir 'n binne- of 'n buitepatiënt, word deur die Fonds betaal nie.

(e) Die mediese behandeling waarop lede op koste van die Fonds geregtig is, sluit nie verloskunde, snykunde, narkose of, behalwe vir die eerste ondersoek, swangerskap in nie.

(3) *Tandheelkundige*.—(a) Indien 'n lid 'n kwitansie voorlê vir die betaling van die totale koste van alle tande wat getrek word, is hy geregtig op terugbetaling ooreenkomstig die volgende skaal:

Ten opsigte van tande getrek	Bystand
Gedurende die eerste jaar van lidmaatskap.....	Geen
Gedurende die tweede en derde jaar van lidmaatskap	25%
Gedurende die vierde jaar van lidmaatskap.....	50%
Gedurende die vyfde jaar en daaropvolgende jare van lidmaatskap	100%

Vir die doel om te bepaal wat die bystand sal wees, is die koste per tand getrek soos die Bestuurskomitee van tyd tot tyd mag besluit.

(b) Subject to the submission by a member of the receipt of payment of the total cost of artificial dentures, a member shall be entitled to a refund in accordance with the following scale:

In respect of dentures supplied	Benefit
During the first year of membership.....	Nil
During the second and third years of membership...	25%
During the fourth year of membership.....	40%
During the fifth and subsequent years of membership	100%

Provided that—

(i) the term "artificial dentures" shall not be construed to include the affixing of an artificial tooth, commonly referred to as a "crown" or the provision of a partial denture, commonly referred to as "bridgework";

(ii) except with the approval of the Management Committee first obtained, a member shall not be entitled to a refund in respect of more than one set of artificial dentures.

For the purpose of determining the benefit, the cost of a set of artificial dentures or the cost of a lower or upper set of artificial dentures, as the case may be, shall be as determined by the Management Committee from time to time.

(4) *Optical*.—Subject to the submission by a member of the receipt of the cost of any optical treatment, and subject to the member having been referred to the optician by a panel doctor, a member shall be entitled to a refund in accordance with the following scale:

In respect of optical services rendered	Benefit
During the first year of membership	Nil
During the second year of membership	An amount not exceeding R5,00 towards the cost of spectacles; an amount not exceeding R2,50 towards the optician's testing fee, if spectacles are not prescribed as a result of such optician's test; 25 cents as an orthorator screening fee in the event of spectacles being prescribed as a result of such screening.
During the third and subsequent years of membership	An amount not exceeding R8,50 towards the cost of spectacles; an amount not exceeding 50 per cent of the cost of any replacement lens for spectacles; an amount not exceeding R2,50 towards the optician's testing fee, if spectacles are not prescribed as a result of such optician's test; 25 cents as an orthorator screening fee in the event of spectacles being prescribed as a result of such screening.

Provided that, except with the approval of the Management Committee first obtained, a member shall not be entitled to a refund in respect of more than one pair of spectacles.

The Management Committee in its discretion may waive any of the provisions in regard to the qualifying period of membership relating to optical benefits.

9. GENERAL

(1) *Medical officers*.—Medical officers shall be appointed or approved by the Management Committee for such areas as it may determine.

(2) *Membership cards*.—Every member shall be entitled to a membership card after he has paid 13 weekly contributions to the Fund.

(3) *Dissolution*.—(a) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, and no subsequent agreement being negotiated for the purpose of continuing the operation of the Fund or the Fund not being transferred by the Council to any other Fund constituted for the same purpose within 12 months from the date of expiration of the Agreement, the Fund shall be liquidated by the Committee.

(b) Indien 'n lid 'n kwitansie voorlê vir betaling van die totale koste van kunstande, is hy geregtig op terugbetaling ooreenkomstig die volgende skaal:

Ten opsigte van kunstande verskaf	Bystand
Gedurende die eerste jaar van lidmaatskap.....	Nul
Gedurende die tweede en derde jaar van lidmaatskap	25%
Gedurende die vierde jaar van lidmaatskap.....	40%
Gedurende die vyfde jaar en daaropvolgende jare van lidmaatskap	100%

Met dien verstande dat—

(i) die uitdrukking "kunstande" nie so uitgelê moet word dat dit die vassit van 'n kunstand, gewoonlik 'n "kroon" genoem, of die verskaffing van 'n gedeeltelike kunsgebit, gewoonlik "brugwerk" genoem, insluit nie;

(ii) tensy die goedkeuring van die Bestuurskomitee vooraf verkry is, 'n lid nie geregtig is op terugbetaling vir meer as een stel kunstande nie.

Vir die doel om te bepaal wat die bystand sal wees, is die koste van 'n stel kunstande of die koste van 'n onderste of boonste gebit, na gelang van die geval, soos die Bestuurskomitee van tyd tot tyd mag bepaal.

(4) *Gesigkundige behandeling*.—Indien 'n lid 'n kwitansie voorlê vir die totale koste van enige gesigkundige behandeling, en indien hy na die gesigkundige verwys is deur 'n dokter wat behoort aan die paneel van die Fonds se dokters, is hy geregtig op terugbetaling ooreenkomstig die volgende skaal:

Ten opsigte van gesigkundige dienste gelewer	Bystand
Gedurende die eerste jaar van lidmaatskap	Geen.
Gedurende die tweede jaar van lidmaatskap	'n Bedrag van hoogstens R5,00 vir die koste van 'n bril; 'n bedrag van hoogstens R2,50 ter bestryding van die koste om sy oë deur 'n gesigkundige te laat toets indien 'n bril nie as gevolg van so 'n toets voorgeskryf word nie; 25 sent ter bestryding van die koste van 'n gesigstoets met 'n orthorator-masjien indien 'n bril as gevolg van so 'n toets voorgeskryf word.
Gedurende die derde jaar en daaropvolgende jare van lidmaatskap	'n Bedrag van hoogstens R8,50 ter bestryding van die koste van 'n bril; 'n bedrag van hoogstens 50 persent van die koste om die lens van 'n bril te vervang; 'n bedrag van hoogstens R2,50 ter bestryding van die koste om sy oë deur 'n gesigkundige te laat toets, indien 'n bril nie as gevolg van so 'n toets voorgeskryf word nie; 25 sent ter vereffening van die koste van 'n gesigstoets met 'n orthorator-masjien indien 'n bril as gevolg van so 'n toets voorgeskryf word.

Met dien verstande dat, indien die toestemming van die Bestuurskomitee nie vooraf verkry is nie, 'n lid nie geregtig is op 'n terugbetaling ten opsigte van meer as een bril nie.

Die Bestuurskomitee kan na eie goeddunke afstand doen van enige van die bepalinge betreffende die kwalifiserende tydperk van lidmaatskap in verband met gesigkundige bystand.

9. ALGEMEEN

(1) *Mediese beamptes*.—Mediese beamptes word deur die Bestuurskomitee aangestel of goedgekeur vir dié gebiede wat hy bepaal.

(2) *Lidmaatskapkaarte*.—Elke lid is geregtig op 'n lidmaatskapkaart nadat hy 13 weeklikse bydraes tot die Fonds gemaak het.

(3) *Ontbinding*.—(a) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander rede gestaak word en geen daaropvolgende ooreenkoms vir die voortsetting van die Fonds aangeaan word nie of as die Raad nie die Fonds binne 12 maande na die datum waarop die Ooreenkoms verstryk het, oordra aan 'n ander fonds wat vir dieselfde doel gestig is nie, moet die Komitee die Fonds likwideer.

(b) In the event of dissolution of the Council, or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. In the event of there being no Council in existence upon the expiration of this Agreement, the Fund shall be liquidated in the manner set forth in subclause (c) and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this 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.

(c) Upon liquidation of the Fund in terms of subclause (a) the moneys remaining to the credit of the Fund, after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the funds of the Council.

Signed at Cape Town on behalf of the parties on this 2nd day of July 1974.

C. RYMAN, Chairman.

N. DANIELS, Vice-Chairman.

J. D. F. COLINESE, Secretary.

No. R. 1901 25 October 1974

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

COTTON TEXTILE MANUFACTURING INDUSTRY (CAPE).—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 1900 of 25 October 1974 may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the firstmentioned Act, in respect of employees who are entitled to sick benefits in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

(b) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van die Komitee soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag die lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Nywerheids-registrateur uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul mag word, en wel op so 'n manier dat daar verseker word dat die getal werkgewers- en werknemersvertegenwoordigers en hul sekundi in die ledetal van die Komitee ewe groot bly.

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 Nywerheidsregistrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees besit vir sodanige doel al die bevoegdheid van die Komitee. Ingeval daar geen Raad meer bestaan wanneer hierdie ooreenkoms verstryk nie, moet die Fonds gelikwiede word op die manier voorgeskryf in subklousule (c), en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwiede en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomsstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(c) By die likwidasië van die Fonds ooreenkomsstig subklousule (a), moet die gelde wat ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëuitgawes, in die krediet van die Fonds staan, in die fondse van die Raad gestort word.

Namens die partye op hede die 2de dag van April 1974 in Kaapstad onderteken.

C. RYMAN, Voorsitter.

N. DANIELS, Ondervoorsitter.

J. D. F. COLINESE, Sekretaris.

No. R. 1901 25 Oktober 1974

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

KATOENTEKSTIELNYWERHEID (KAAP).—VRY- STELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1900 van 25 Oktober 1974 kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand gereguleer is.

M. VILJOEN, Minister van Arbeid.

Save Time and Money, Use Franking Machines
Spaar Tyd en Geld, Gebruik Frankeermasjiene

CONTENTS

No.	Page
Labour, Department of	
Government Notices	
R.1900. Cotton Textile Manufacturing Industry (Cape): Sick Benefit Fund Agreement ...	1
R.1901. Factories, Machinery and Building Work Act, 1941 ...	7

INHOUD

No.	Bladsy
Arbeid, Departement van	
Goewermentskennisgewings	
R.1900. Katoentekstielywerheid (Kaa): Siekte-bystandsfondsooreenkoms ...	1
R.1901. Wet op Fabriek, Masjinerie en Bouwerk, 1941 ...	7