



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2437

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY — POST FREE

REGULATION GAZETTE No. 2437

Registered at the Post Office as a Newspaper

Vol. 141]

PRETORIA, 18 MAART
18 MARCH 1977

[No. 5439

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 378

18 Maart 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND. — MEDIESE HULPVERENIGINGSOOREENKOMS

Ek, Stephanus Petrus Botha, 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 Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat die 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 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 landdrostdistrik Kimberley; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1979 eindig, in die landdrostdistrik Kimberley *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.

S. P. BOTHA, Minister van Arbeid.

57751—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 378

18 March 1977

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE.—MEDICAL BENEFIT SOCIETY AGREEMENT

I, Stephanus Petrus Botha, 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 Clothing Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, upon the employers' organisation and the trade union which entered into the 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 Agreement, excluding those contained in clauses 1 (1) 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 October 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Kimberley; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Kimberley and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1979, the provisions of the Agreement, excluding those contained in clauses 1 (1) 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.

S. P. BOTHA, Minister of Labour.

5439—1

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID,
ORANJE-VRYSTAAT EN NOORD-KAAPLAND

MEDIËSE HULPVERENIGING

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die Orange Free State and Northern Cape Clothing Manufacturers' Association

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

Garment Workers' Union of South Africa

(hierna die "werknemers" of "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid, Oranje-Vrystaat en Noord-Kaapland.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrik Kimberley nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Klerasienywerheid uitoefen en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid werksaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in die Hofooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Die Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel en bly van krag tot 31 Oktober 1979 of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet op Nywerheidsversoening, 1956, of die Hofooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms, na gelang van die geval.

"Hofooreenkoms" beteken die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 379 van 18 Maart 1977, of enige latere ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer word.

4. MEDIËSE HULPVERENIGING

Hierby word die mediese hulpvereniging voortgesit wat bekend staan as die Mediese Hulpvereniging van die Klerasienywerheid, Kimberley, en in hierdie Ooreenkoms die "Vereniging" genoem word.

5. BYDRAES

(1) Elke werkgewer moet op die betaaldag van elke week en vanaf die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het, die bedrae wat hieronder uiteengesit word, afrek van die loon van elkeen van sy werknemers vir wie 'n minimum loon in die Hofooreenkoms voorgeskryf word: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as drie dae in die week waarin die bedrae afgetrek moet word, gewerk het nie: Voorts met dien verstande dat geen bedrag van die vakansiebesoldiging wat ingevolge klousule 13 (1) van die Hofooreenkoms aan elke werknemer betaal word, afgetrek mag word nie:

Werknemers wat tot en met R16,99 per week ontvang: 25c per week.

Werknemers wat van R17 tot en met R19,99 per week ontvang: 35c per week.

Werknemers wat R20 en meer per week ontvang: 50c per week.

(2) By die bedrag ingevolge subklousule (1) afgetrek moet die werkgewer 'n gelyke bedrag voeg vir elkeen van sy werknemers van wie se loon 'n bedrag afgetrek is en die totale bedrag voor of op die laaste dag van elke maand aan die Sekretaris van die Vereniging stuur.

(3) As die saldo van die Vereniging laer as R500 daal, moet die werkgewersorganisasie en die vakvereniging die bydraes betaalbaar deur werkgewers en werknemers deur middel van 'n wysigingsooreenkoms verhoog tot 'n tarief waaroor hulle moet ooreenkom.

6. OOGMERKE EN ADMINISTRASIE VAN DIE VERENIGING

Behoudens hierdie Ooreenkoms, moet die fondse van die Vereniging aangewend word om mediese behandeling en siektebesoldiging in gevalle van siekte aan lede van die Vereniging te verskaf, en moet dit geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat uit ewe veel verteenwoordigers

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
ORANGE FREE STATE AND NORTHERN CAPE

MEDICAL BENEFIT SOCIETY

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the Orange Free State and Northern Cape Clothing Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Garment Workers' Union of South Africa

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

being parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Kimberley by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry and by all employees who are members of the trade union and employed in that Industry.

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

2. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation on such date as may be specified by the Minister of Labour, and shall remain in operation until 31 October 1979 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, or the Main Agreement, shall have the same meaning as in that Act or Agreement, as the case may be.

"Main Agreement" means the Agreement published under Government Notice R. 379 of 18 March 1977, or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act.

4. MEDICAL BENEFIT SOCIETY

There is hereby continued a medical benefit society known as the Kimberley Garment Industry Medical Benefit Society, in this Agreement referred to as "the Society".

5. CONTRIBUTIONS

(1) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct the amounts as set out below from the wages of each of his employees for whom minimum wages are prescribed in the Main Agreement: Provided that no deduction shall be made from the wage of an employee who has worked for less than three days in the week in which the deductions fall due: Provided further that no deductions shall be made from the holiday pay paid to each employee in terms of clause 13 (1) of the Main Agreement:

Employees earning up to R16,99 per week: 25c per week.

Employees earning from R17 to R19,99 per week: 35c per week.

Employees earning R20 and more per week: 50c per week.

(2) To the amount deducted in terms of subclause (1) the employer shall add an equal amount in respect of each of his employees from whose wages a deduction has been made and forward not later than the last day of each month the total amount to the Secretary of the Society.

(3) In the event of the balance in the Society falling below R500, the employers' organisation and the trade union shall increase the contributions payable by employers and employees, by means of an amending agreement, to a rate to be agreed upon.

6. OBJECTS AND ADMINISTRATION OF THE SOCIETY

The funds of the Society shall, subject to the provisions of this Agreement, be applied to provide members of the Society with medical treatment and sick pay in case of illness and shall be administered by a Management Committee appointed by the Council, consisting of an equal number of representatives of the

van die vakvereniging en die werkgewersorganisasie en uit minstens drie en hoogstens vier aan elke kant bestaan. Die Vereniging moet geadminestreer word in ooreenstemming met die reëls wat die Raad vir die doel voorskryf. Die Raad kan te eniger tyd nuwe reëls maak of bestaande reëls wysig of herroep. Kopieë van die reëls en alle wysigings daarvan, wat nie met hierdie Ooreenkoms of met 'n wet onbestaanbaar mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

7. FINANSIELE BEHEER

(1) Al die geld wat deur die Vereniging ontvang word, moet gestort word in 'n bankrekening wat op naam van die Vereniging geopen moet word. Met dien verstande dat die Bestuurskomitee van tyd tot tyd magtiging kan verleen dat surplusfondse ingevolge artikel 21 (3) van die Wet belê word.

(2) 'n Openbare rekenmeester wat deur die Bestuurskomitee aangestel word, moet jaarliks en wel voor of gedurende Desember elke jaar die rekenings van die Vereniging ouditeer. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë moet aan die Sekretaris van Arbeid, die vakvereniging en die werkgewersorganisasie gestuur word.

8. BYSTAND

(1) Alle lede is op die volgende minimum bystand geregtig:

(a) Die dienste van 'n mediese praktisyn deur die Vereniging aangestel;

(b) medisyne deur sodanige mediese praktisyn voorgeskryf, ter waarde van hoogstens R2 per preskripsie;

(c) 'n lid wat 13 weke se bydraes betaal het, en wat weens siekte of 'n ongeluk nie in staat is om sy werk te verrig nie, moet, by voorlegging van 'n mediese sertifikaat, siektebesoldiging op die volgende grondslag betaal word: Na 'n afwesigheid van minstens twee agtereenvolgende werkdade, die werknemer se gewone weekloon vir 'n tydperk van hoogstens 10 werkdade in enige jaar; daarna moet betaling geskied na 'n siekte van minstens drie agtereenvolgende werkdade teen die helfte van die gewone weekloon wat die werknemer ontvang het. Met dien verstande dat hierdie bedrag hoogstens R8 per week moet wees. Siektebesoldiging moet vir agt weke in enige jaar betaal word.

(2) Indien die bedrag wat in die krediet van die Vereniging staan, te eniger tyd laer as R100 daal, moet die betaling van bystand gestaak en nie hervat word nie totdat die bedrag wat in die krediet van die Vereniging staan, meer as R200 beloop. Met dien verstande dat wanneer sodanige betaling van bystand hervat word, eise wat gedurende sodanige tydperk van opskorting ingestel is, betaal moet word in die volgorde waarin hulle ontvang is.

9. LIDMAATSKAP

(1) Alle werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word, kan lede van die Vereniging word.

(2) Wanneer 'n persoon die Nywerheid verlaat, hou hy op om lid van die Vereniging te wees. Met dien verstande egter dat lidmaatskap vir 13 weke voortgesit word in die geval van werklose lede wat behoorlik by die Werkverskaffingsburo van die Werkloosheidsversekeringsfonds geregistreer is. Voorts met dien verstande dat 'n persoon wat die Nywerheid verlaat het of vir meer as 13 agtereenvolgende weke werkloos was en by sy terugkeer na die Nywerheid weer 13 bydraes betaal het, geag moet word nie sy lidmaatskap van die Vereniging te onderbreek het nie en op daardie grondslag op bystand geregtig te wees.

10. ONTBINDING VAN DIE VERENIGING

(1) As hierdie Ooreenkoms met verloop van tyd verstryk of om 'n ander rede verval, moet die Bestuurskomitee voortgaan om die Vereniging te administreer, en as 'n daaropvolgende ooreenkoms wat die voortsetting van die Vereniging bepaal, nie binne een jaar ná die verstrykingsdatum van hierdie Ooreenkoms aangegaan word nie, of as die Vereniging nie binne sodanige tydperk oorgedra word na 'n fonds wat vir dieselfde of 'n dergelike doel ingestel is nie, moet die Bestuurskomitee die Vereniging likwideer.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel 34 (2) van die Wet, moet die Bestuurskomitee, behoudens die goedkeuring van die Registrateur, ingevolge die eerste voorbehoudsbepaling van genoemde artikel nog die Vereniging administreer, en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag die lede daarvan vir sodanige doel te wees. Met dien verstande egter dat 'n vakature in die Komitee deur die Registrateur uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, gevul kan word ten einde te verseker dat die getal verteenwoordigers van die werkgewers en werknemers in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Vereniging, na die mening van die Registrateur, ondoenlik of onwettig maak, kan

trade union and the employers' organisation being not less than three and not more than four from each side. The Society shall be administered in accordance with rules prescribed for the purpose by the Council. The Council may at any time make new rules or alter or repeal existing rules. Copies of the rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL

(1) All moneys received by the Society shall be deposited in a banking account which shall be opened in the name of the Society. Provided that the Management Committee may from time to time authorise investment of surplus funds in terms of section 21 (3) of the Act.

(2) A public accountant appointed by the Management Committee shall audit the accounts of the Society annually, but not later than December of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies shall be transmitted to the Secretary for Labour, the trade union and the employers' organisation.

8. BENEFITS

(1) All members shall be entitled to the following minimum benefits:

(a) The services of a medical practitioner appointed by the Society;

(b) medicines prescribed by such medical practitioner, up to the value of R2 per prescription;

(c) after 13 weeks of contributions a member who by reason of sickness or accident is unable to follow his employment shall be paid sick pay on production of a medical certificate, on the following basis: After an absence of not less than two consecutive working days, at the employee's normal weekly rate of pay for a period not exceeding 10 working days in any one year; thereafter payment shall be made after an illness of not less than three consecutive working days at half the normal weekly rate of pay received by the employee. Provided that this amount shall not exceed R8 per week. Sick pay shall be paid for a period of eight weeks in any one year.

(2) If at any time the amount to the credit of the Society falls below R100, the payment of benefits shall cease and shall not be resumed until the amount to the credit of the Society exceeds R200. Provided that upon such payment of benefits being resumed, claims made during such period of suspension shall be met in the order in which they were received.

9. MEMBERSHIP

(1) All employees for whom wages are prescribed in the Main Agreement shall be eligible for membership of the Society.

(2) A person shall cease to be a member of the Society upon leaving the Industry. Provided, however, that membership shall continue for 13 weeks in the case of unemployed members duly registered at the Employment Bureau of the Unemployment Insurance Fund. Provided further that a person who has left the Industry or has been unemployed for more than 13 consecutive weeks, shall after paying 13 contributions on returning to the Industry, be deemed to have had continuous membership of the Society and shall be entitled to benefits on that basis.

10. DISSOLUTION OF THE SOCIETY

(1) Upon the expiry of this Agreement by effluxion of time or cessation for any other cause, the Society shall continue to be administered by the Management Committee, and in the event of a subsequent agreement, providing for the continuation of the Society, not being negotiated within one year from the date of expiry of this Agreement, or the Society not being transferred within such period to a fund constituted for the same or a similar purpose, the Society shall be liquidated by the Management Committee.

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

hy 'n trustee of trustees aanstel om die pligte van die Komitee vir sodanige doel uit te voer. Ingeval daar nie meer 'n Raad bestaan nie, moet die Vereniging, by verstryking van hierdie Ooreenkoms, deur die Komitee of trustees, na gelang van die geval, gelikwieder word op die manier in subklousule (3) voorgeskryf, en indien die sake van die Raad alreeds gelikwieder en sy bates verdeel is, moet die saldo wat in die krediet van die Vereniging staan, ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(3) By likwidasië van die Vereniging ingevolge hierdie Ooreenkoms, moet die geld wat in die krediet van die Vereniging staan nadat alle eise teen die Vereniging, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

Namens die partye op hede die sewende dag van Oktober 1976 in Johannesburg onderteken.

A. LAIRD-SMITH, Voorsitter van die Raad.

A. SCHEEPERS, Lid van die Raad.

A. MARGOLIS, Sekretaris van die Raad.

trustee or trustees to carry out the duties of the Committee for such purpose. In the event of there being no Council in existence, the Society shall be liquidated upon the expiry of this Agreement by the Committee or trustees, as the case may be, in the manner set forth in subclause (3) and if the affairs of the Council have already been wound up and its assets distributed, the balance standing to the credit of the Society 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.

(3) Upon liquidation of the Society in terms of this Agreement, the moneys remaining to the credit of the Society after payment of all claims against the Society, including administration and liquidation expenses, shall be paid into the general funds of the Council.

Signed at Johannesburg, on behalf of the parties, on this seventh day of October 1976.

A. LAIRD-SMITH, Chairman of the Council.

A. SCHEEPERS, Member of the Council.

A. MARGOLIS, Secretary of the Council.

INHOUD

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Arbeid, Departement van Goewermentskennisgewing		
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