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GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1462

16 Julie 1982

WET OP ARBEIDSVERHOUDINGE, 1956

WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF, TRANSVAAL.—VOORSORG- EN SIEKTE-BYSTANDSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1983 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURBEDRYF (TRANSVAAL)

VOORSORG- EN SIEKTEBYSTANDSFONDSOOREENKOMS

ingevoel die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Transvaal Launderers' and Dyers' Association
en die

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

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1462

16 July 1982

LABOUR RELATIONS ACT, 1956

LAUNDRY, DRY CLEANING AND DYEING TRADE, TRANSVAAL.—PROVIDENT AND SICK BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(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), 2 and 14, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

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

PROVIDENT AND SICK FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Transvaal Launderers' Cleaners' and Dyers' Association
and the

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

National Union of Laundering, Cleaning and Dyeing Workers
en die
Laundry, Cleaning and Dyeing Workers' Union of South Africa
en die

South African Laundry, Dry Cleaning and Dyeing Workers' Union
(hierna die "werknemers" of die "vakverenigings" genoem), aan die
ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrik Johannesburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en wat betrokke is by die Wassery-, Droogskoonmaak- en Kleurbedryf, en deur alle werknemers wat lede van die vakverenigings is en in genoemde Bedryf werksaam is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing op en ten opsigte van werknemers vir wie lone voorgeskryf is in enige Ooreenkoms van die Raad wat ingevolge die Wet bindend verklaar is en wat gereelde besoldiging van minder as R103,92 per week of R450 per maand gedurende 1982, en R138,56 per week of R600 per maand gedurende 1983 verdien: Met dien verstande dat—

(i) werknemers wat meer as R103,92 per week of R450 per maand gedurende 1982 en R138,56 per week of R600 per maand gedurende 1983 verdien om lidmaatskap van die Fonds aansoek kan doen: Voorts met dien verstande dat hul werkgewers toegestem het om die bydraes te doen soos op besluit word ingevolge paragraaf (iii);

(ii) die Bestuurskomitee sodanige aansoeke om lidmaatskap na goeddunke kan goedkeur of van die hand wys; en

(iii) die Bestuurskomitee kan besluit oor die bydraekoers wat in sodanige omstandighede van toepassing is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag vasstel en bly daarna van krag vir die tydperk wat op 31 Desember 1983 eindig of vir sodanige tydperk as wat die Minister bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

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

"Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal);

"Fonds" die Voorsorg- en Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmaakwerkers;

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

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

"loon" die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure, of dié hoër bedrag wat die werkgewer gereeld aan 'n werknemer betaal ten opsigte van sy gewone werkure, maar uitgesonderd 'n aansporingsbonus of kommissie.

4. ADMINISTRASIE

(1) Die Fonds ingestel kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 15 van 8 Januarie 1943 wat bekend staan as die "Voorsorg- en Siektebystandsfonds van die Transvaalse Wassery- en Droogskoonmakerswerkers", word hierby voortgesit.

(2) Die Fonds word gefinansier uit bydraes in klousule 7 bedoel asook uit geld in die krediet van die Fonds op die datum van inwerkingtreding van hierdie Ooreenkoms.

National Union of Laundering, Cleaning and Dyeing Workers
and the
Laundry, Cleaning and Dyeing Workers' Union of South Africa
and the

South African Laundry, Dry Cleaning and Dyeing Workers' Union
(hereinafter referred to as the "employees" or the "trade unions"), of the
other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Laundry, Dry Cleaning and Dyeing Trade—

(a) by all employers who are members of the employers' organisation and by all the employees who are members of the trade unions; and

(b) in the Magisterial District of Johannesburg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to and be in respect of employees for whom wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of regular remuneration of less than R103,92 per week or R450 per month during 1982, and R138,56 per week or R600 per month during 1983: Provided that—

(i) employees who earn not less than R103,92 per week or R450 per month during 1982, and more than R138,56 per week or R600 per month during 1983, may apply for membership of the Fund: Provided further that the employers of such employees have consented to make contributions as may be decided upon in terms of paragraph (iii);

(ii) the Management Committee may in its discretion accept or reject such applications for membership; and

(iii) the Management Committee may decide upon the contribution rate applicable in such circumstances.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower and shall remain in operation for the period ending 31 December 1983, or for such period as may be determined by him.

3. DEFINITIONS

Unless the contrary intention appears any expression used in this Agreement and which is defined in the Labour Relations Act, 1956, or in the Main Agreement, shall have the same meaning as in the Act or Agreement, words importing the masculine gender, shall include females, and unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

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

"Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal);

"Fund" means the Transvaal Laundry and Dry Cleaning Workers' Provident and Sick Benefit Fund;

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

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

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

4. ADMINISTRATION

(1) The fund established in terms of the Agreement published under Government Notice 15 of 8 January 1943, known as the "Transvaal Laundry and Dry Cleaning Workers' Provident and Sick Benefit Fund", is hereby continued.

(2) The Fund shall be financed out of contributions referred to in clause 7 and shall also consist of moneys standing to the credit of the Fund as at the date of coming into operation of this Agreement.

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

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

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

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

(d) Die Raad kan uit die geledere van sy hoofvertenwoordigers of hul plaasvervangers hoogstens ses plaasvervangerslede van die Bestuurskomitee aanstel: Met dien verstande dat, vir elke plaasvervangerlid van die Komitee wat 'n vertenwoordiger of 'n plaasvervanger van die werkgewers in die Raad is, die Raad een plaasvervangerslid wat 'n vertenwoordiger of 'n plaasvervanger van die werknemers in die Raad is, moet aanstel, en omgekeerd.

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

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

(4) Behoudens die bepalings van die Wet en hierdie Ooreenkoms, moet die Raad reëls vir die administrasie van die Fonds aanvaar, en sodanige reëls moet bepalings ten opsigte van die volgende sake bevat:

(a) Die hoofkantoor van die Fonds;

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

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

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

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

(5) Die reëls soos in subklousule (4) bedoel, kan ook breedvoerige bepalings vir die administrasie van die Fonds en dié ander sake bevat wat wenslik geag word.

(6) Die Raad kan die reëls van die Fonds te eniger tyd wysig.

(7) Twee kopieë van die reëls van die Fonds en van alle wysigings daarvan moet by die Direkteur-generaal, Departement van Mannekrag, Pretoria, ingedien word.

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

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

(a) om fondse in te samel—

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

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

(iii) deur enige ander geld in ontvangs te neem waarop die Fonds geregtig word;

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

6. LIDMAATSKAP VAN DIE FONDS

Behoudens klousule 1 (2), is elke werknemer wat in die Bedryf werksaam is, en deur hierdie Ooreenkoms gedek word, lid van hierdie Fonds: Met dien verstande dat los werknemers nie vir lidmaatskap in aanmerking kom nie.

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

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

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

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

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

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

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

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

(a) The headquarters of the Fund;

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

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

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

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

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

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

(7) Two copies of the rules of the Fund and of all amendments thereto shall be lodged with the Director-General, Department of Manpower, Pretoria.

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

5. OBJECTS

The objects of the Fund shall be—

(a) to raise funds—

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

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

(iii) by accepting any other moneys to which the Fund may become entitled.

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

6. MEMBERSHIP OF THE FUND

Subject to clause 1 (2), every employee who is employed in the Trade and who is covered by this Agreement shall be a member of this Fund: Provided that casual employees shall not be eligible for membership.

7. BYDRAES

(1) Elke werkgewer moet vir die doel van die Fonds op elke betaaldag en wel met ingang van die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, van die loon van elke werknemer wat deur hierdie Ooreenkoms gedek word en gedurende 'n bepaalde week gewerk het 'n bedrag aftrek ooreenkomstig die volgende skaal, wat sodanige werknemer se weeklikse bydrae uitmaak:

<i>Bedrag van gewone weekloon</i>	<i>Bedrag van weeklikse bydraes wat afgetrek moet word</i>
	c
Tot en met R31,99	50
R32 maar hoogstens R46,15	60
R46,16 maar hoogstens R69,25	85

(2) Bedrae moet afgetrek word van betaling wat lede van die Fonds ontvang het vir tydperke verlof met besoldiging en vakansiedae met besoldiging asof die betrokke lede normaalweg by die werk aanwesig was.

(3) Die totale bedrag wat aldus van die lone van die lede afgetrek is of afgetrek moet word, tesame met 'n bedrag wat deur die werkgewer self bygedra en ooreenkomstig die volgende skaal bereken moet word:

<i>Bedrag van gewone weekloon van werknemers</i>	<i>Bedrag van weeklikse bydraes deur die werkgewer</i>
	c
R32 maar hoogstens R46,15	31
R46,16 maar hoogstens R69,25	75

moet voor of op die sewende dag van die maand onmiddellik na die maand waarin die bedrae afgetrek is of afgetrek moes word, deur die werkgewer aan die sekretaris van die Fonds betaal word en moet vergesel gaan van 'n staat wat die getal werknemers in elke loongroep toon van wie bedrae afgetrek is of moes word.

8. BYSTAND

(1) Behoudens die beperkings en voorwaardes in klousule 9 vervat, is lede geregtig op die volgende minimum bystand:

(a) 'n Lid wat minstens 13 agtereenvolgende weeklikse bydraes ingevolge klousule 7 van hierdie Ooreenkoms in die Fonds gestort het wat weens siekte vir 'n tydperk van twee agtereenvolgende werkdade of meer nie in staat is om te werk nie moet by voorlegging van 'n mediese sertifikaat uitgereik deur 'n mediese beamppte van die Fonds vir die werktijd wat hy verloor het siektebesoldiging betaal word, wat bereken is teen 'n half keer sy loon of R30 per week, watter ook al die kleinste bedrag is: Met dien verstande dat geen bedrag ingevolge hierdie subklousule betaal mag word nie vir so 'n tydperk van afwesigheid wat langer duur as 10 weke gedurende 'n kalenderjaar: Voorts met dien verstande dat 'n lid wat vir 'n tydperk van minstens twee jaar tot die fonds bygedra het gedurende 'n kalenderjaar op 13 weke siektebesoldiging geregtig is.

(b) In die geval van 'n lid wat minstens een weeklikse bydrae ingevolge klousule 7 van hierdie Ooreenkoms in die Fonds gestort het—

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

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

(iii) moet tandheelkundige dienste kosteloos deur die Fonds se behoorlik aangestelde tandarts/tandartse verskaf word: Met dien verstande dat sodanige dienste beperk word tot ondersoek, voorkomingswerk, tandtrekking, tandstopping, X-straalwerk en algehele of gedeeltelike verwydering onder algemene narkose, dog uitgesonderd werk met goud en kunsgebitte;

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

(v) moet die koste verbode aan die vervoer van 'n lid per ambulans of na 'n hospitaal of verpleeginrigting deur die Fonds betaal word.

(2) Die volgende addisionele bystand kan, na goedgekeurde van die Bestuurskomitee, deur die Fonds toegestaan word ten opsigte van lede wat minstens een weeklikse bydrae ingevolge klousule 7 van hierdie Ooreenkoms in die Fonds gestort het en wel in dié mate wat van tyd tot tyd deur die Bestuurskomitee bepaal word, nl.:

(a) 'n Gedeelte van die koste van kunsgebitte: Met dien verstande dat sodanige kunsgebitte deur die Fonds se behoorlik aangestelde tandarts/tandartse verskaf word;

(b) 'n gedeelte van die koste van brille: Met dien verstande dat sodanige brille deur die Fonds se behoorlik aangestelde gesigkundige/gesigkundiges verskaf word;

(c) die koste van fisioterapiedienste behoudens 'n maksimum van R60 vir 'n enkele reeks behandelings: Met dien verstande dat sodanige dienste op voorskrif van die Fonds se behoorlik aangestelde dokter/dokters deur die Fonds se behoorlik aangestelde fisioterapeut/fisioterapeute gelewer word;

7. CONTRIBUTIONS

(1) For the purpose of the Fund, every employer shall on each pay-day, as from the first pay-day after this Agreement comes into operation, deduct from the wages of every employee covered by this Agreement and who has worked during any week an amount in accordance with the following scale as and for such employee's weekly contribution:

<i>Amount of ordinary weekly wages</i>	<i>Amount of weekly contributions to be deducted</i>
	c
Up to and including R31,99	50
R32 but not exceeding R46,15	60
R46,16 but not exceeding R69,25	85

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

(3) The total amount so deducted or required to be deducted from the wages of members, together with an amount which shall be contributed by the employer himself and calculated in accordance with the following scale:

<i>Amount of ordinary weekly wages of employees</i>	<i>Amount of weekly contributions by the employer</i>
	c
R32 but not exceeding R46,15	31
R46,16 but not exceeding R69,25	75

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

8. BENEFITS

(1) Subject to the limitations and conditions set out in clause 9, members shall be entitled to the following minimum benefits:

(a) A member who has made not less than 13 consecutive weekly payments to the Fund in terms of clause 7 of this Agreement and who, because of sickness is unable to work for a period of two consecutive working days or more, shall on the submission of a medical certificate, issued by a medical officer of the Fund, be paid for the period of working time lost by him, sick pay being calculated at the rate of a half times his wage or R30 per week, whichever is the lesser amount: Provided that no payment shall be made under this subclause for any period of such absence from work in excess of 10 weeks during any calendar year: Provided further that a member who has contributed to the Fund for a period of not less than two years, shall be entitled to 13 weeks' sick pay in any calendar year.

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

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

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

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

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

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

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

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

(b) portion of the costs of spectacles: Provided that such spectacles are supplied by the Fund's duly appointed optician/s;

(c) the cost of physiotherapy services, subject to a maximum of R60 for any one course of treatment: Provided that such services are rendered by the Fund's duly appointed physiotherapist/s on prescription of the Fund's duly appointed doctor/s;

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

(3) By voorlegging van 'n mediese voorskrif deur die Fonds se dokter, moet 'n lid kosteloos van twee paar elastiese kouse per jaar voorsien word: Met dien verstande dat so 'n lid vir minstens twee agtereenvolgende jare in die Bedryf in diens was, en minstens 13 agtereenvolgende weeklikse bydraes tot die Fonds gemaak het.

(4) *Swangerskapybystand*.—Ondanks klousule 9 (4), is 'n lid wat werkloos word weens swangerskap en vir minstens twee agtereenvolgende jare onmiddellik voor sodanige swangerskap in die Bedryf in diens was, by voorlegging van 'n mediese sertifikaat uitgereik deur die mediese beampte van die Fonds wat meld dat sy swanger is, geregtig op siekte-besoldigingsbystand soos in subklousule (1) (a) voorgeskryf vir 'n tydperk van hoogstens 13 weke: Met dien verstande dat geen sodanige bystand kragtens hierdie subklousule betaalbaar is terwyl so 'n lid kraamvoorrede kragtens die Werkloosheidsversekeringswet ontvang of geregtig is om dit te ontvang nie.

(5) *Sterftebystand*.—By die afsterwe van 'n lid wat ingevolge klousule 7 van hierdie Ooreenkoms minstens 13 agtereenvolgende weeklikse bydraes tot die Fonds gemaak het, moet R300 betaal word aan die persoon wat die Bestuurskomitee oortuig dat hy die koste van die begrafnisreëlings van sodanige afgestorwe lid betaal het of onderneem het om dit te betaal of daarvoor verantwoordelik is: Met dien verstande dat geen eis ingevolge hierdie subklousule geldig is nie, tensy dit binne 12 maande na die datum waarop die betrokke lid te sterwe kom, by die Fonds ingedien word.

(6) *Ouderdomsbystand*.—'n Bedrag van R300 moet betaal word aan elke lid wat—

(i) in die geval van 'n man, die ouderdom van 63 jaar of in die geval van 'n vrou, die ouderdom van 55 jaar bereik: Met dien verstande dat sodanige lid gedurende die onmiddellik voorafgaande tydperk van 30 jaar vir 20 jaar, in die geval van 'n man en 18 jaar in die geval van 'n vrou, in die Bedryf in diens was;

(ii) nog nie die ouderdom van 63 of 55 jaar soos in paragraaf (i) vermeld, bereik het nie maar wat gedurende die onmiddellik voorafgaande tydperk van 30 jaar vir 20 jaar, in die geval van 'n man en 18 jaar in die geval van 'n vrou, in die Bedryf in diens was en wat 'n mediese sertifikaat voorlê wat onderteken is deur twee dokters van wie een die mediese beampte van die Fonds is, en waarin vermeld word dat hy om gesondheidsredes genoodsaak is om die Bedryf te verlaat.

(7) *Langdiensbystand*.—'n Lid wat 30 jaar diens voltooi het in die Bedryf gedurende die onmiddellik voorafgaande tydperk van 40 jaar moet 'n bedrag van R500 betaal word.

(8) *Bystandskema vir ononderbroke diens*.—(a) Uit die bydraes wat die Fonds ingevolge klousule 7 ontvang, moet 'n bedrag van 15c per week ten opsigte van elke lid aan 'n bystandskema vir ononderbroke diens toegewys word.

(b) Die fondse wat aldus oploop en die rente wat daaruit voortspruit, moet vir die betaling van die volgende bystand aangewend word:

(i) 'n Lid wat vir vyf agtereenvolgende jare tot die skema bygedra het, moet die bedrag van R39 ontvang, plus rente teen 7½ persent per jaar op sy bydraes, plus enige bonus wat al om die vyf jaar uit surplus fondse verklaar word;

(ii) 'n lid wat vir drie jaar of langer tot die skema bygedra het, maar nie geregtig is op die bystand in subparagraaf (i) vermeld nie, moet 75 persent ontvang van die bydraes wat aan hom toegewys is, plus rente;

(iii) alle bydraes wat aan 'n lid toegewys is, plus rente bereken teen 7½ persent per jaar, moet in die boedel van 'n lid gestort word indien die lid te sterwe kom, of indien 'n lid 'n mediese sertifikaat voorlê wat onderteken is deur twee dokters van wie een 'n mediese beampte van die Fonds is, en daarin vermeld word dat hy genoodsaak is om die Bedryf om gesondheidsredes te verlaat, moet sodanige bedrae aan hom betaal word;

(iv) 'n lid wat 30 jaar diens voltooi het in die Bedryf gedurende die onmiddellik voorafgaande tydperk van 40 jaar moet 'n bedrag van R200 ontvang.

(c) Bystand moet—

(i) op aansoek in 'n boedel gestort of aan 'n lid betaal word soos in paragraaf (b) (iii) bedoel;

(ii) betaal word drie maande nadat aansoek gedoen is deur 'n lid wat geregtig is op die bystand wat hom ingevolge paragraaf (b) (i), (ii) en (iv) toekom.

(d) Die diens tydperk moet ononderbroke wees: Met dien verstande dat 'n afwesigheid van hoogstens 13 weke per jaar 'n lid se status in die Skema nie raak nie.

(9) Ondanks enige bepalings van subklousules (1) tot (7) van hierdie klousule kan die Bestuurskomitee, indien die Fonds na sy mening sterk genoeg daarvoor is en behoudens klousule 11 (1), die minimum bystand en kwalifiserende voorwaardes wysig wat daarin bepaal word.

9. BEPERKING VAN BYSTAND

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

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

(3) On production of a medical prescription by the Fund's doctor a member shall be provided with two pairs of elastic stockings free of charge in any one year: Provided that such member has made no less than 13 consecutive weekly payments to the Fund.

(4) *Pregnancy benefit*.—Notwithstanding the provisions of clause 9 (4) a member who becomes unemployed owing to pregnancy and who has been employed in the Trade for not less than two consecutive years immediately prior to such pregnancy, shall on the production of a medical certificate issued by the medical officer of the Fund to the effect that the member is pregnant, be entitled to sick pay benefits as prescribed in subclause (1) (a) for a period not exceeding 13 weeks: Provided that no such benefits shall be payable under this subclause whilst such member receives or is entitled to receive maternity benefits in terms of the Unemployment Insurance Act.

(5) *Death benefits*.—In the event of the death of a member who has made not less than 13 consecutive weekly contributions to the Fund in terms of clause 7 of this Agreement, a sum of R300 shall be paid to such person who satisfies the Management Committee that he has paid or has undertaken to pay or is responsible for the costs of the funeral arrangements of such deceased member: Provided that no claim under this subclause shall be valid unless it is submitted to the Fund within a period of 12 months from the death of the member concerned.

(6) *Old age benefit*.—A sum of R300 shall be paid to every member who—

(i) reaches the age of 63 years: Provided that such member has served 20 years in the Trade during the period of 30 years immediately preceding;

(ii) not having reached the age of 63 years as mentioned in paragraph (i) but has served 20 years in the Trade, during the period of 30 years immediately preceding, produces a medical certificate signed by two medical practitioners one of whom is a medical officer of the Fund, to the effect that he is compelled to leave the Trade for health reasons.

(7) A member who has completed 30 years service in the Trade during the period of 40 years immediately preceding shall be paid a sum of R500.

(8) *Continuous service benefit scheme*.—(a) From the contributions received by the Fund in terms of clause 7, an amount of 15c per week shall be allocated to a continuous service benefit scheme in respect of each member.

(b) The funds thus accumulated and the interest derived therefrom shall be used for the payment of the following benefits:

(i) A member who has contributed to the scheme for five consecutive years shall receive the sum of R39 plus interest at the rate of 7½ per cent per annum on his contributions plus any bonus declared every five years from surplus funds;

(ii) a member who has contributed to the scheme for three years or more but is not entitled to the benefit referred to in subparagraph (1), shall receive 75 per cent of contributions allocated to him plus interest;

(iii) the estate of the deceased member or a member producing a medical certificate signed by two medical practitioners one of whom is a medical officer of the Fund to the effect that he is compelled to leave the Trade for health reasons shall be paid all contributions allocated to him plus interest calculated at the rate of 7½ per cent per annum;

(iv) a member who has completed 30 years service in the Trade during the period of 40 years immediately preceding shall receive the sum of R200.

(c) Benefits to members shall be paid—

(i) on application, to an estate or member referred to in paragraph (b) (iii);

(ii) three months after application made by a member entitled to the benefits accruing under paragraph (b) (i), (ii) and (iv).

(d) The period of service shall be continuous: Provided that any absence not exceeding 13 weeks per annum shall not affect a member's status in the scheme.

(8) Notwithstanding any of the provisions of subclauses (1) to (6) of this clause the Management Committee may, if in its opinion the resources of the Fund justify it and subject to clause 11 (1), vary the minimum benefits and qualifying conditions provided for therein.

9. LIMITATION OF BENEFITS

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

(2) Behoudens subklousule (4), het 'n lid wat vir 'n tydperk van ses agtereenvolgende maande of meer weens siekte en/of ander redes van die werk afwesig was geen verdere eis teen die Fonds nie: Met dien verstande dat wanneer sodanige lid werk in die Bedryf hervat, hy vir alle doeleindes 'n nuwe lid van die Fonds geag word: Voorts met dien verstande dat 'n lid wat twee agtereenvolgende jaar in die Bedryf gewerk het en wat weens diensverandering vir 'n tussenpoos van hoogstens 13 weke werkloos is, by dienshervatting vir doeleindes van siektebesoldiging geag word ononderbroke in diens te gewees het.

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

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

(5) 'n Lid wat as gevolg van of vanweë wangedrag aan sy kant of drankmisbruik, verslawing aan verdovingsmiddels of vanweë sy eie nalatigheid siek word is nie op bystand ten opsigte van sodanige siekte geregtig nie.

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

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

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

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

10. SPESIALE AFTREKKINGS

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

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

11. FINANSIËLE BEHEER

(1) Die betaling van bystand (uitgesonderd bystand vir ononderbroke diens) soos in klousule 8 van hierdie Ooreenkoms voorgeskryf, moet gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R1 000 (uitgesonderd geld wat aan die Bystandskema vir Ononderbroke Diens toegewys is) en mag nie hervat word nie alvorens die bedrag wat in die krediet van die Fonds staan, die bedrag van R3 000 (uitgesonderd geld wat aan die Bystandskema vir Ononderbroke Diens toegewys is) beloop.

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

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

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

Alle gelde wat aan die Fonds verskuldig is, moet aan die sekretaris van die Fonds gestuur word om in die Fonds se bank- of bouverenigingrekening gedeponeer te word.

(2) Subject to subclause (4), a member who has been off work for a period of six consecutive months or more, because of sickness and/or other reasons, shall have no further claim upon the Fund: Provided that on resuming work in the Trade such member shall be regarded as a new member of the Fund for all purposes: Provided further, that a member who worked in the Trade for two consecutive years and who owing to changing employment, is not employed for an interval not exceeding 13 weeks shall on resuming employment be regarded for purposes of sick pay, as having had continuous employment.

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

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

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

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

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

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

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

10. SPECIAL DEDUCTIONS

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

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

11. FINANCIAL CONTROL

(1) Payment of benefits (other than continuous service benefits) as set out in clause 8 of this Agreement shall be suspended whenever the amount standing to the credit of the fund falls below R1 000 (excluding moneys allocated to the Continuous Service Benefit Scheme) and shall not recommence until the sum standing to the credit of the Fund has reached the sum of R3 000 (excluding moneys allocated to the Continuous Service Benefit Scheme).

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

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

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

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

(4) Geld wat nie nodig is vir lopende betalings en uitgawes nie mag nie belê word nie uitgesonderd—

(a) in spaarrekenings, permanente aandele of vaste deposito's by geregisterde bougenootskappe of banke; en/of

(b) in Poskantoorpaarrekenings of -sertifikate; en/of

(c) binnelandse geregisterde effekte soos beskryf in artikel 21 van die Skatkis- en Ouditwet, 1975 (Wet 66 van 1975); en/of

(d) in Nasionale Spaarsertifikate; en/of

(e) op enige ander wyse wat deur die Registrateur goedgekeur word.

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

(6) Alle betalings deur die Fonds moet geskied per tjek of opvragingsvorm getrek op die bankrekening of bougenootskaprekening van die Fonds, uitgesonderd uitbetalings uit kleinkas wat te eniger tyd hoogstens R20 mag wees.

(7) Die sekretaris van die Fonds is bevoeg om alle tjeks en ander dokumente namens die Fonds te endosseer vir deposito in die rekening van die Fonds: Met dien verstande dat hy of die Bestuurskomitee daarop geregtig is om een of meer plaasverwangers aan te stel wat geregtig is om sodanige endosementte namens die Fonds aan te bring.

(8) Alle tjeks getrek op die bankrekening moet aan "order" betaalbaar gemaak word en moet waar omstandighede dit toelaat, gekruis word.

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

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

(a) Alle geld deur die Fonds onder die verskillende hoofde ingevolge klousule 7 van hierdie Ooreenkoms asook uit ander bronne ontvang;

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

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

(12) Die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, tesame met die openbare rekenmeesters of openbare rekenmeesters se verslag daaroor, moet daarna op die kantoor van die Fonds ter insae lê en kopieë daarvan moet binne drie maande na 31 Desember elke jaar aan die Direkteur-generaal, Departement van Mannekrag, Pretoria, gestuur word.

12. LIKWIDASIE OF ONTBINDING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee geadministreer word totdat die Fonds gelikwiede is of by 'n latere ooreenkoms voortgesit word: Met dien verstande dat die Fonds gelikwiede moet word volgens die wyse van beëindiging van die Fonds wat in subklousule (2) voorgeskryf word tensy 'n ooreenkoms wat vir die voortsetting daarvan voorsiening maak, binne 'n tydperk van ses maande na die verstryking van hierdie Ooreenkoms aangegaan word.

(2) (a) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, moet die Bestuurskomitee behoudens die goedkeuring van die Nywerheidsregistrateur ooreenkomstig die eerste voorbehoedsbepaling van artikel 34 (2) van die Wet, aanhou om die Fonds te administreer en bystand te verskaf, uitgesonderd bystand vir ononderbroke diens, uit die geld wat op sodanige datum in die krediet van die Fonds staan tot tyd en wyl sodanige geld uitgeput is. Die lede van die Komitee word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Bedryf, na gelang van die geval, gevul mag word ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers in die Komitee ewe groot is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur 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 het vir sodanige doel al die bevoegdhede van die Komitee.

(b) By ontbinding in die omstandighede in paragraaf (a) bedoel, moet alle geld wat op sodanige datum ingevolge klousule 8 (8) (a) toegewys is aan die Bystandskema vir Ononderbroke Diens op die grondslag in klousule 8 (8) (b) bepaal aan lede betaal word. Ondanks andersluidende bepaling hierin en indien bystand waarop lede ingevolge hierdie paragraaf geregtig geword het nie binne ses maande na die datum van ontbinding geëis is nie word sodanige bystand aan die algemene fondse van die Raad verbeur: Met dien verstande dat die Bestuurskomitee egter ingeval 'n eis binne 'n tydperk van drie jaar na sodanige datum ontvang word, geregtig is om na goeoddunke betalings aan die betrokke begunstigdes te maak.

(4) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

(a) savings accounts, permanent shares or fixed deposits with registered building societies, or banks; and/or

(b) Post Office savings accounts or certificates; and/or

(c) Internal registered stock within the meaning of section 21 of the Exchequer and Audit Act, 1975 (Act 66 of 1975); and/or

(d) National Savings Certificates; and/or

(e) any other manner approved by the Registrar.

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

(6) All payments by the fund shall be made by cheque or withdrawal form drawn on the banking account or building society account of the fund, except for disbursements from petty cash which shall not exceed R20 at any time.

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

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

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

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

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

(b) the expenditure incurred under the separate headings.

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

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

12. LIQUIDATION OR DISSOLUTION

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the Fund shall continue to be administered by the Management Committee until the Fund is liquidated or continued by a subsequent Agreement: Provided that the Fund shall be liquidated in the manner for winding up the Fund prescribed in subclause (2), unless an agreement providing for its continuation is entered into within a period of six months from the expiry of this Agreement.

(2) (a) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee, shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and provide benefits, excluding continuous service benefits, from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted. The members of the Committee shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes.

(b) Upon dissolution in the circumstances referred to in paragraph (a), payment shall be made to members of all moneys allocated on such date in terms of clause 8 (8) (a) to the Continuous Service Benefit Scheme on the basis provided for in clause 8 (8) (b). Notwithstanding anything to the contrary contained herein, should any benefits to which members have become, entitled in terms of this paragraph not be claimed within six months of the date of dissolution, such benefits shall be forfeited to the general funds of the Council: Provided that the Management Committee shall, however, in the event of a claim being received within a period of three years from such date, be entitled in its entire and absolute discretion to make payments to the beneficiaries concerned.

(3) By die likwidasië of ontbinding van die Fonds ingevolge subklousules (1) of (2) moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds betaal is, met inbegrip van die administrasie-, likwidasië- of ontbindingskoste wat die Fonds in die eerste instansie ten laste gelê moet word, in die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds gelikwideer en die bates verdeel is, moet sodanige saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

13. VRYWARING

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

14. AGENTE

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

15. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomstig subklousule (1) verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing van een week aan die betrokke persoon of persone, 'n vrystellingsertifikaat kan intrek.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat kragtens subklousule (2) hiervan gestel is as dié waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik is, agtereenvolgens nommer;
 - (b) 'n kopie van elke sertifikaat wat uitgereik is, bewaar; en
 - (c) waar vrystelling aan 'n werknemer verleen is, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.
- (5) Elke werkgever en werknemer moet die bepalings nakom van elke vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is.

(6) Die Sekretaris van die Raad moet 'n kopie van alle vrystellings wat ingevolge hierdie klousule uitgereik is, aan die Departement van Mannekrag voorlê.

16. VERTONING VAN OOREENKOMS

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

17. ULTRA VIRES

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

Namens die partye op hede die 18de dag van Januarie 1982 te Johannesburg onderteken.

H. H. SCHWARZ, Voorsitter van die Raad.
M. GORDON, Ondervoorsitter van die Raad.
T. G. PIENAAR, Sekretaris van die Raad.

(3) Upon liquidation or dissolution of the Fund in terms of subclauses (1) or (2), the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration, liquidation or dissolution expenses which shall be a first charge against the Fund, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and the assets distributed, such 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.

13. INDEMNITY

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

14. AGENTS

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

15. EXEMPTIONS

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

Council shall fix in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person or persons concerned, withdraw any licence of exemption.

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

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

(4) The Secretary of the Council shall—

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

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

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

16. EXHIBITION OF AGREEMENT

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

17. ULTRA VIRES

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

Signed at Johannesburg on behalf of the parties this 18th day of January 1982.

H. H. SCHWARZ, Chairman of the Council.
M. GORDON, Vice-Chairman of the Council.
T. G. PIENAAR, Secretary of the Council.

No. R. 1463

16 Julie 1982

WET OP WINKELS EN KANTORE, 1964, EN WET OP
FABRIEKE, MASJINERIE EN BOUWERK, 1941WASSERY- DROOGSKOONMAAK- EN KLEURBE-
DRYF, TRANSVAAL.—VRYSTELLING VAN SIEKTE-
VERLOFBEPALINGSEk, Stephanus Petrus Botha, Minister van Mannekrag,
verleen hierby—(a) kragtens artikel 14 (1) van die Wet op Winkels en
Kantore, 1964, vrystelling van die bepalings van artikel 7
van genoemde Wet; en(b) kragtens artikel 54 (1) van die Wet op Fabriek-
Masjinerie en Bouwerk, 1941, soos gewysig, vrystelling
van die bepalings van artikel 21A van genoemde Wet;aan alle werkgewers wat onderworpe is aan die bepalings
van die Ooreenkoms gepubliseer by Goewermentskennis-
gewing R. 1462 van 16 Julie 1982, met ingang van die
tweede Maandag na die datum van publikasie van hierdie
kennisgewing en vir sodanige tydperk of tydperke as wat
genoemde Ooreenkoms, kragtens die Wet op Arbeidsver-
houdinge, 1956, bindend mag wees, ten opsigte van werk-
nemers wat ingevolge genoemde Ooreenkoms op siekteby-
stand geregtig is.

S. P. BOTHA, Minister van Mannekrag.

No. R. 1463

16 July 1982

SHOPS AND OFFICES ACT, 1964, AND FACTORIES,
MACHINERY AND BUILDING WORK ACT, 1941LAUNDRY, DRY CLEANING AND DYEING TRADE,
TRANSVAAL.—EXEMPTION FROM SICK LEAVE
PROVISIONSI, Stephanus Petrus Botha, Minister of Manpower,
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, Machin-
ery and Building Work Act, 1941, as amended, 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. 1462 of
16 July 1982, with effect from the second Monday after the
date of publication of this notice and for such period or
periods as the said Agreement may be binding in terms of
the Labour Relations Act, 1956, in respect of employees
who are entitled to sick pay in terms of the said Agree-
ment.

S. P. BOTHA, Minister of Manpower.

AGROANIMALIAHierdie publikasie is 'n voortsetting van die Suid-
Afrikaanse Tydskrif vir Landbouwetenskap Jaargang
1 tot 11, 1958–1968 en bevat artikels oor Diere-
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-ekologie, Fisiologie, Genetika en Teelt, Suiwel-
kunde en Voeding. Vier dele van die tydskrif word
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spronklike wetenskaplike navorsing word vir plasing
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and Nutrition. Four parts of the journal are
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research are invited for publication in this journal.
Directions for the preparation of such contributions
are obtainable from the Director, Agricultural
Information, Private Bag X144, Pretoria, to whom
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should be addressed.The journal is obtainable from the above-men-
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This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R2, other countries R2,50 per number from the above address.

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Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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