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[No. 1530.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN VOLKSWELSYN EN PENSIOENE.

No. R. 1346.] [9 September 1966.

REGULASIES OPGESTEL INGEVOLGE ARTIKEL
36 VAN DIE OORLOGSPENSIOENWET, 1942
(WET No. 44 VAN 1942).

Die Staatspresident het kragtens artikel 36 van die Oorlogspensioenwet, 1942 (Wet No. 44 van 1942), die volgende regulasies gemaak om dié te vervang wat afgekondig is by Goewermentskennisgewing No. 2407 van 15 November 1946, soos gewysig:—

Militêre Pensioenrade.

1. (a) Twee lede van 'n Raad vorm 'n kworum.
- (b) 'n Meerderheidsbevinding van die Raad is die beslissing van die Raad.
- (c) Die Raad kan 'n applikant aansê om op 'n vasgestelde datum vir die oorweging van sy geval voor hom te verskyn en sy persoonlike onkoste in daardie verband moet uit staatsfondse betaal word teen die tariewe en onderworpe aan die voorwaardes in paragraaf 6 bepaal.

Militêre Pensioene-appèltribinaal.

2. (a) Die Militêre Pensioene-appèltribinaal, benoem deur die Minister kragtens artikel 33 van die Wet, moet bestaan uit—
 - (i) 'n advokaat van die Hooggeregshof wat minstens tien jaar in die praktyk is en as President optree; en
 - (ii) twee ander lede wat vloot- of militêre diens gedoen het.
- (b) Die tribunaal mag net in Pretoria vergader.
- (c) 'n Meerderheidsbevinding is die beslissing van die tribunaal.
- (d) 'n Vrywilliger, of die weduwee, ouer of ander afhanklike van 'n vrywilliger, wat verlang om by die appèltribinaal 'n appèl teen 'n beslissing van die Militêre Pensioenraad aan te teken, by die Sekretaris van Volkswelsyn en Pensioene moet 'n skriftelike kennisgewing indien waarin kortliks aangegee word die gronde waarop die appèl berus.
- (e) Elke appellant moet aan die tribunaal sodanige inligting verskaf as wat dié nodig mag hê ten einde tot 'n slotsom te kom.
- (f) Die tribunaal kan 'n appellant aansê om vir die

GOVERNMENT NOTICES.

DEPARTMENT OF SOCIAL WELFARE AND PENSIONS.

R. 1346.] [9 September 1966.

REGULATIONS FRAMED IN TERMS OF SECTION
36 OF THE WAR PENSIONS ACT, 1942 (ACT
No. 44 OF 1942).

The State President has under powers vested in him by section 36 of the War Pensions Act, 1942 (Act No. 44 of 1942), made the following regulations in substitution for those published by Government Notice No. 2407 of the 15th November, 1946, as amended:—

Military Pensions Boards.

1. (a) Two members of a Board shall constitute a quorum.
- (b) A majority finding of a Board shall be the decision of the Board.
- (c) The Board may require an applicant to appear before it on a date fixed for the consideration of his case, and his personal expenses in so doing shall be paid from public funds at the rates and subject to the conditions laid down in paragraph 6.

Military Pensions Appeal Tribunal.

2. (a) The Military Pensions Appeal Tribunal appointed by the Minister in terms of section 33 of the Act shall consist of—
 - (i) an Advocate of the Supreme Court of at least ten years standing, who shall be the President; and
 - (ii) two other members who have had naval or military service.
- (b) The Tribunal shall meet only in Pretoria.
- (c) A majority finding shall be the decision of the Tribunal.
- (d) Any volunteer, or the widow, parent or other dependant of a volunteer, who wishes to appeal to the Appeal Tribunal against a decision of the Military Pensions Board, shall do so by lodging with the Secretary for Social Welfare and Pensions a written notice of appeal, setting forth concisely the grounds on which the appeal is based.
- (e) Every appellant shall furnish the Tribunal with such information as it may require to enable it to arrive at a conclusion.

(g) Indien 'n appellant weier of in gebreke bly om inligting te verstrek wat deur die tribunaal vereis word, of indien hy weier of in gebreke bly om, indien dit van hom verlang is, sy opwagting te maak op die datum wat vir die verhoor van sy appèl vasgestel is, en mits die tribunaal oortuig is dat sodanige weiering of versuim opsetlik of aan die appellant se nalatigheid te wyte is, moet sodanige tribunaal die appèl onverwyld afhandel.

(h) Indien die tribunaal oortuig is dat 'n appellant wie se getuienis verlang word, nie in staat is om teenwoordig te wees nie, kan die President sodanige reëlins wat hy nodig ag, tref om die appellant se getuienis deur iemand namens die tribunaal te laat aanhoor en notuleer op sodanige plek as wat gerieflik mag wees.

(i) 'n Appellant se persoonlike onkoste in verband met sy verskyning voor die tribunaal kan behoudens die goedkeuring van die tribunaal uit staatsfondse betaal word teen die tariewe en op die voorwaardes in paragraaf 6 bepaal.

(j) 'n Appellant het die reg om by die verhoor van sy appèl of persoonlik te verskyn of verteenwoordig te word en kan sodanige getuienis indien en sodanige getuies oproep as wat die tribunaal nodig ag om aan te hoor, maar tensy sy teenwoordigheid spesiaal deur die tribunaal verlang word, is hy nie op betaling ten opsigte van persoonlike onkoste geregtig nie.

(k) Die besoldiging van lede van die Militêre Pensioene-appèltribunaal is soos die Tesourie bepaal.

Mediese Appèlrade.

3. (a) 'n Vrywilliger wat appèl wil aanteken teen die graad van sy pensioengewende ongeskiktheid soos deur die Militêre Pensioenraad bepaal, moet 'n skriftelike kennisgewing van appèl by die Sekretaris van Volkswelnsyn en Pensioene indien.

(b) Die Mediese Appèlraad moet op sodanige plekke en tye sitting hou as wat die Sekretaris van Volkswelnsyn en Pensioene bepaal.

(c) Die persoonlike onkoste van 'n appellant in verband met die bywoning van 'n sitting van 'n Mediese Appèlraad kan uit staatsfondse betaal word teen die tariewe en op die voorwaardes in paragraaf 6 bepaal.

(d) Die gelde betaalbaar aan lede van 'n Mediese Appèlraad is soos die Tesourie bepaal.

Beroepsraad.

4. (a) 'n Beroepsraad deur die Minister benoem ingevolge artikel 34bis van die wet mag uit hoogstens ses lede bestaan.

(b) Vier lede van die Raad vorm 'n kworum en die meerderheidsbevinding is die beslissing van die Raad.

(c) In die geval van 'n staking van stemme het die Voorsitter benewens sy beraadslagende stem ook 'n beslissende stem.

Buitengewone Pensioenraad.

5. (a) Die Buitengewone Pensioenraad word saamgestel te Pretoria en vergaderings moet belê word om in hierdie sentrum gehou te word.

(b) Twee lede van die Raad vorm 'n kworum.

(c) In die geval van 'n staking van stemme het die voorsitter, benewens sy beraadslagende stem, 'n beslissende stem.

(d) 'n Applikant moet aan die Raad sodanige inligting verstrek as wat laasgenoemde nodig het om al die omstandighede van die geval behoorlik te oorweeg.

Betaling van persoonlike onkoste van persone wat aangesê word om voor 'n Militêre Pensioenraad, 'n Mediese Appèlraad of die Militêre Pensioene-appèltribunaal te verskyn.

6. (a) Die volgende klasse spoorwegorders kan uitge-reik word aan persone wat aangesê word om voor 'n Militêre Pensioenraad, 'n Mediese Appèlraad of die Militêre Pensioene-appèltribunaal te verskyn:—

(i) Offisiere, adjudant-offisiere en vroulike oud-

(g) If the appellant refuses or fails to furnish any information required by the Tribunal, or refuses or fails to attend if so required on the date fixed for hearing his appeal, and the Tribunal is satisfied that the appellant's default is wilful or due to his negligence, it shall forthwith dispose of the appeal.

(h) If the Tribunal is satisfied that an appellant whose evidence it requires is unable to attend, the President may make such arrangement as he may deem fit for appellant's evidence to be heard and recorded by some person on behalf of the Tribunal, at such place as may be convenient.

(i) The personal expenses of an appellant in attending before the Tribunal may, subject to the approval of the Tribunal, be paid from public funds at the rates and subject to the conditions laid down in paragraph 6.

(j) An appellant shall have the right either to appear personally or to be represented at the hearing of his appeal and may submit such evidence and call such witnesses as the Tribunal may deem necessary to hear, but unless his attendance was specially required by the Tribunal he shall not be entitled to any payment in respect of personal expenses.

(k) The remuneration of the members of the Military Pensions Appeal Tribunal shall be such as the Treasury may determine.

Medical Appeal Boards.

3. (a) Any volunteer who wishes to appeal against the assessment by a military Pensions Board of the degree of his pensionable disablement, shall do so by lodging with the Secretary for Social Welfare and Pensions a written notice of appeal.

(b) A Medical Appeal Board shall sit at such centres and at such times as may be determined by the Secretary for Social Welfare and Pensions.

(c) The personal expenses of an appellant in attending a Medical Appeal Board may be paid from public funds at the rates and subject to the conditions laid down in paragraph 6.

(d) The fees payable to the members of a Medical Appeal Board shall be such as the Treasury may determine.

Vocational Board.

4. (a) A Vocational Board appointed by the Minister in terms of section 34 bis of the Act, shall consist of not more than six members.

(b) Four members of the Board shall constitute a quorum and the majority finding shall be the decision of the Board.

(c) In the event of an equality of votes the Chairman shall have a casting vote in addition to his deliberative vote.

Special Pensions Board.

5. (a) The Special Pensions Board shall be constituted at Pretoria, at which centre meetings shall be convened.

(b) Two members of the Board shall constitute a quorum.

(c) In the event of an equality of votes the Chairman shall have a casting vote in addition to his deliberative vote.

(d) An applicant shall furnish the Board with such information as it may require in order to enable it properly to consider all the circumstances of the case.

Payment of Personal Expenses of Persons who are Required to appear before a Military Pensions Board, a Medical Appeal Board or the Military Pensions Appeal Tribunal

6. (a) Persons who are required to appear before a Military Pensions Board, a Medical Appeal Board or the Military Pensions Appeal Tribunal may where necessary be issued with the following classes of rail warrants:—

(i) Officers, Warrant Officers and female ex-volunteers: First Class.

(b) Die persone genoem in subparagraaf (a) kan onderhoudstoelaes teen ondergenoemde tariewe betaal word gedurende enige tydperk wat hulle noodwendig van huis is:—

(i) Afwesigheid van 24 uur of langer:—

Blankes: Offisiere: R2.70 per dag van 24 uur.
Ander range: R2.30 per dag van 24 uur.

Nie-Blankes (behalwe Bantoes): R1 per dag van 24 uur.

Bantoes: 70c per dag van 24 uur.

(ii) Afwesigheid van korter as 24 uur (alle range):—

12 uur of langer en waar herberg vir die nag nodig is: Een dag se toelae.

12 uur of langer en waar herberg vir die nag nie nodig is nie: 'n Halfdag se toelae.

Korter as 12 uur: Redelike verskotte maar nie meer as 'n halfdag se toelae nie.

(c) Slegs onder buitengewone omstandighede kan magtiging verleen word vir die gebruik van private motorvoertuie vir reise wat per spoor onderneem kan word. Die vervoertoeleae betaalbaar in sodanige gevalle is die bedrag bereken teen die gemagtigde mylgeld betaalbaar aan Staatsamptenare vir die gebruik van private motorvoertuie, of die koste van 'n treinkaartjie teen Staatstarief, na gelang van watter bedrag die kleinste is.

(d) Waar dit weens die aard van die pensioengewende ongeskiktheid nodig is dat die vrywilliger deur 'n oppasser vergesel word, kan reis- en verblyftoeleae ten opsigte van die oppasser betaal word volgens die tariewe in subparagrafe (a) en (b) voorgeskryf.

Begrafniskoste.

7. (a) As 'n vrywilliger te sterwe kom as gevolg van 'n toestand ten opsigte waarvan 'n voordeel ingevolge die wet toegeken is of kon geword het, of as die vrywilliger te sterwe kom terwyl hy gemagtigde behandeling vir sodanige toestand in 'n inrigting ondergaan, kan die Militêre Pensioenraad dit magtig dat die begrafniskoste teen goewermentskontraktariewe betaal word. Op plekke waar geen begrafniskontrakte deur die Staatstenderraad aangegaan is nie, mag die betaalbare bedrag nie meer as R36 in die geval van offisiere, R30 in die geval van Blanke vrywilligers, uitgesonderd offisiere, of R10 in die geval van nie-Blanke vrywilligers beloop nie.

(b) As die vrywilliger te sterwe kom terwyl hy gemagtigde behandeling in 'n inrigting ondergaan, kan die lyk op versoek van die naasbestaandes op staatskoste na enige plek in die Republiek of in die gebied Suidwes-Afrika gestuur word.

Spesiale diens in verband met die oorlog.

8. Die bepalings van die Oorlogspensioenwet, 1942, is *mutatis mutandis* van toepassing op lede of op die weduwees, kinders, ouers of afhanklikes van lede van enige vrywilliger-hulpafdeling wat ingevolge artikel 121 van die Zuid-Afrika Verdedigingswet, 1912 georganiseer was, mits 'n offisier aangewys deur die Kommandant-generaal van die Suid-Afrikaanse Weermag, sertifiseer dat die betrokke lid onder die bepalings van hoofstuk XV (B) van die Regulasies vir die Kugarnisoen- en Aktiewe Burgermagte geval het en, toe die ongeskiktheid ontstaan het, deelydse of voltydse oorlogsdienste in verband met die geneeskundige en verpleegdiens van die Unieverdedigingsmag verrig het.

Dekorاسies.

9. Aan vrywilligers in besit van die—

- (a) „Victoria Cross”;
- (b) „Military Cross”;
- (c) „Distinguished Flying Cross”;
- (d) „Distinguished Conduct Medal”;
- (e) „Conspicuous Gallantry Medal (Naval)”;
- (f) „Conspicuous Gallantry Medal (Flying)”;
- (g) „Distinguished Service Medal”;

(b) The persons referred to in sub-paragraph (a) may be paid subsistence allowances at the undermentioned rates during any period they are necessarily detained away from their homes:—

(i) Absence of 24 hours or more:—

Europeans: Officers: R2.70 per day of 24 hours.

Other ranks: R2.30 per day of 24 hours.

Non-Europeans (other than Bantu): R1 per day of 24 hours.

Bantu: 70c per day of 24 hours.

(ii) Absence of less than 24 hours (all ranks):—

12 Hours or more and where night accommodation is necessary: One day's allowance.

12 hours or more and where night accommodation is not necessary: Half day's allowance.

Under 12 hours: Reasonable out of pocket expenses but not exceeding half day's allowance.

(c) Only in exceptional circumstances may the use of privately-owned motor transport be sanctioned for journeys served by the railways. The transport allowance payable in such cases shall be an amount calculated at the mileage rates authorised for payment to public servants for the use of privately-owned motor transport, or the cost of the rail fare at Government rates, whichever is the lesser.

(d) Where it is necessary by reason of the nature of the pensionable disability that the volunteer be accompanied by an attendant, transport and subsistence allowance may be paid in respect of the attendant at the rates laid down in sub-paragraphs (a) and (b).

Funeral Expenses.

7. (a) Where the death of a volunteer occurs as a result of a condition in respect of which a benefit has been or could be awarded under the Act, or where death occurs while the volunteer is undergoing authorised treatment for such a condition in a institution, the Military Pensions Board may authorise the payment of the cost of the funeral at Government contract rates. At centres where no burial contracts have been arranged by the State Tender Board, the amount payable shall not exceed R36 in the case of officers, R30 in the case of European volunteers other than officers, or R10 in the case of non-European volunteers.

(b) If death occurs while the volunteer is undergoing authorised treatment in an institution, the body may, at the request of the next-of-kin, be sent to any place in the Republic or in the territory of South West Africa as a charge against the State.

Special Service Connected with the War.

8. The provisions of War Pensions Act, 1942, shall *mutatis mutandis* apply to members or to the widows, children, parents or dependants of members of any Voluntary Aid Detachment which was organised under section 121 of the South Africa Defence Act, 1912, provided an officer designated by the Commandant-General of the South African Defence Force certifies that the member in question fell under the provisions of Chapter XV (B) of the Regulations for the Coast Garrison and Active Citizen Forces and that the member was on part-time or full-time war duty connected with the medical and nursing service of the Union Defence Force at the time the disablement arose.

Decorations.

9. Annuities may be awarded by the Military Pensions Board to volunteers who are holders of the—

- (a) Victoria Cross;
- (b) Military Cross;
- (c) Distinguished Flying Cross;
- (d) Distinguished Conduct Medal;
- (e) Conspicuous Gallantry Medal (Naval);
- (f) Conspicuous Gallantry Medal (Flying);
- (g) Distinguished Service Medal;

kan deur die Militêre Pensioenraad jaargelde toegeken word op dieselfde grondslag en onderworpe aan dieselfde voorwaardes as wat reeds in soortgelyke gevalle goedgekeur is.

DEPARTEMENT VAN POS-EN- TELEGRAAFWESE.

No. R. 1344.] [9 September 1966.

Dit het die Staatspresident behaag om, kragtens subartikel (4) van artikel twee en subartikel (2) van artikel drie van die Poswet, 1958 (Wet No. 44 van 1958), sy goedkeuring te heg aan onderstaande Ooreenkoms tussen die Posadministrasie van die Republiek van Suid-Afrika en die Posadministrasie van Italië vir 'n gereelde wisseling van poswissels.

OOREENKOMS VIR DIE WISSELING VAN POS- WISSELS TUSSEN DIE POSADMINISTRASIE VAN DIE REPUBLIEK VAN SUID-AFRIKA EN DIE ITALIAANSE POSADMINISTRASIE.

ARTIKEL 1.

Die Posadministrasie van Suid-Afrika en die Italiaanse Posadministrasie het ooreengekom om 'n direkte en gereelde wisseling van poswissels tussen die Republiek van Suid-Afrika en Italië in te stel.

Die kontrakterende administrasies verbind hulle om die diens ooreenkomstig hierdie ooreenkoms te bestuur.

ARTIKEL 2.

Uitreiking van Poswissels.

Die regulasies wat die uitreiking van poswissels en die vasstelling van kommissie beheer, is die verantwoordelikheid van die land van uitreiking.

ARTIKEL 3.

Omrekening van geldeenheid.

Die poswissels word in die geld van die land van uitbetaling uitgereik; die bedrae van poswissels wat in die Republiek van Suid-Afrika betaalbaar is, word in rand en sente getoon en die bedrae van poswissels betaalbaar in Italië, in Italiaanse lire.

Die administrasie van uitreiking bepaal die wisselkoers vir die omrekening van sy eie geld in dié van die land van uitbetaling.

ARTIKEL 4.

Maksimum bedrae.

1. Die maksimum bedrag van poswissels in die Republiek van Suid-Afrika betaalbaar, is presies dieselfde as die maksimum waarde van dié in Italië betaalbaar.

2. Sover dit amptelike poswissels (diensposwissels) aangaan, geld geen beperking nie.

ARTIKEL 5.

Die verrekenkantoor vir die posadministrasie van Suid-Afrika is—

Poswisselverrekenkantoor,

Hoofposkantoor,

Pretoria, Republiek van Suid-Afrika;

en vir Italië—

Ufficio Scambio Vaglia Internazionali,

Piazza Dante, Rome.

ARTIKEL 6.

Metode van wisseling.

Die poswissels word by wyse van lyste gewissel, waarin

on the same basis and subject to the same conditions as already approved in similar cases.

DEPARTMENT OF POSTS AND TELEGRAPHS.

No. R. 1344.]

[9 September 1966.

The State President has been pleased, in terms of sub-section (4) of section two and sub-section (2) of section three of the Post Office Act, 1958 (Act No. 44 of 1958), to approve of the undermentioned Agreement between the Postal Administration of the Republic of South Africa and the Postal Administration of Italy for a regular exchange of money orders.

AGREEMENT ON THE EXCHANGE OF MONEY ORDERS BETWEEN THE POSTAL ADMINIS- TRATION OF THE REPUBLIC OF SOUTH AFRICA AND THE ITALIAN POSTAL ADMINISTRATION.

ARTICLE 1.

The Postal Administration of South Africa and the Italian Postal Administration are agreed to institute a direct and regular exchange of money orders between the Republic of South Africa and Italy.

The contracting Administrations engage to operate the service in conformity with this Agreement.

ARTICLE 2.

Issue of Money Orders.

The regulations governing the issue of the money orders and the determination of commission shall be the responsibility of the country of issue.

ARTICLE 3.

Currency-conversion.

The money orders shall be issued in the currency of the country of payment; the amounts of the money orders payable in the Republic of South Africa shall be shown in rands and cents, and the amounts of the money orders payable in Italy in Italian lire.

The issuing Administration shall determine the rate of exchange for the conversion of its own currency into that of the country of payment.

ARTICLE 4.

Maximum Values.

1. The maximum amount of money orders paid in the Republic of South Africa shall be exactly the same as the maximum value of those payable in Italy.

2. As regards official money orders (service money orders) no limit shall apply.

ARTICLE 5.

The exchange offices shall be, on behalf of the Postal Administration of South Africa—

Money Order Exchange Office,

General Post Office,

Pretoria, Republic of South Africa;

and on behalf of Italy—

Ufficio Scambio Vaglia Internazionali,

Piazza Dante—Rome.

ARTICLE 6.

Method of Exchange.

The money orders shall be exchanged by post by means of lists on which the values shall be expressed in

ARTIKEL 7.

Ver sending van die lyste.

Die verwisseling van lyste tussen die verrekenkantore word soos volg gedoen:—

- (a) Die lyste word minstens een keer per week voorberei en versend, of meer dikwels indien dit nodig blyk;
- (b) die lyste dra reeksnommers beginnende by No. 1 op die 1ste Januarie van elke jaar;
- (c) elke poswissel wat op 'n lys verskyn, word van 'n nommer, genaamd die buitelandse nommer, voorsien; die nommering begin by No. 1 op die 1ste Januarie van elke jaar;
- (d) die lyste en ingeslote stukke as daar is word per lugpos versend; en
- (e) gereelde ontvangs van die lyste word gekontroleer deur middel van die nommers op die lyste.

ARTIKEL 8.

Spesiale lyste.

Vir amptelike poswissels, wat kosteloos is, word 'n spesiale lys met die opskrif „poswissels vrygestel van koste”, gebruik.

ARTIKEL 9.

Poswissels na ander lande.

Elkeen van die administrasies word in die geleentheid gestel om die ander administrasie as 'n bemiddelaar te gebruik vir die aanstuur van geld na lande waarmee daardie land 'n direkte wisseling van poswissels in stand hou.

Die tussenadministrasie word gemagtig om 'n bykomende kommissie vir sy dienste te hef en hierdie kommissie word van die waarde van die poswissels afgetrek.

ARTIKEL 10.

Intrekking—adresverandering—herversending.

1. Die afsender van 'n poswissel kan die intrekking van die poswissel of verandering van die adres versoek, mits die regulasies van die land van uitbetaling dit toelaat. So 'n versoek word deur middel van die verrekenkantore gerig.

2. Herversending van 'n poswissel word toegelaat indien die handeling plaasvind tussen die land van herversending en die land waarna die poswissel versend word. Sodanige handelinge is onderhewig aan die regulasies wat in die betrokke land van krag is.

ARTIKEL 11.

Adviese van uitbetaling.

1. Adviese van uitbetaling word toegelaat en die letters A.U. word teenoor die inskrywing aangebring.

2. Aansoeke om advies van uitbetaling ná uitreiking van 'n poswissel moet binne een jaar na die datum van uitreiking gedoen word.

ARTIKEL 12.

Uitbetaling van poswissels.

Uitbetaling van poswissels en die uitreiking van die betrokke duplikaat, indien versoek, word ooreenkomstig die regulasies van die land van uitbetaling gedoen. Indien spesiale gelde op die uitbetaling gehef word, word die administrasie van uitreiking van die bedrag in kennis gestel.

ARTIKEL 13.

Geldigheidsduur van poswissels.

Die geldigheidsduur van 'n poswissel word vasgestel deur die administrasie wat uitbetaling reël.

ARTIKEL 14.

Poswissels wat nie afgelewer kan word nie.

1. Poswissels wat om een of ander rede nie aan die geadresseerde afgelewer kan word nie, word aan die verrekenkantore van afsendende land gerig.

ARTICLE 7.

Forwarding of the Lists.

The exchange of the lists between the Exchange Offices shall be effected as follows:—

- (a) The lists shall be prepared and dispatched at least once a week, or more frequently if this proves necessary;
- (b) the lists shall bear a serial number, beginning with No. 1 on the 1st of January each year;
- (c) each money order appearing on a list shall be allotted a number, called the Foreign Number; numbering shall begin with No. 1 on the 1st of January each year;
- (d) the lists and enclosures (if any) shall be dispatched by air mail;
- (e) regular receipt of the lists shall be checked by means of the number of the lists.

ARTICLE 8.

Special Lists.

For official money orders, which are free of charge, a special list shall be used, headed “money orders exempt from charge”.

ARTICLE 9.

Money Orders to Other Countries.

Each Administration shall be in a position to use the other Administration as an intermediary for forwarding sums of money to the countries with which that country maintains a direct exchange of money orders.

The intermediate Administration shall be authorised to charge a supplementary commission for its services and this commission shall be deducted from the value of the money orders.

ARTICLE 10.

Cancellation—Change of Address—Reforwarding.

1. The remitter of a money order may request the cancellation of the money order or alteration of the address provided that the regulations of the country of payment permit this. Such a request shall be made through the exchange offices.

2. Reforwarding of a money order shall be permitted if the operation is conducted between the reforwarding country and the country to which the money order is consigned. Such operations are subject to the regulations in force in the country concerned.

ARTICLE 11.

Advices of Payment.

1. Advices of payment shall be permitted and the letters AP shall be written in beside the entry.

2. Requests for advice of payment subsequent to the issue of a money order shall be made within one year of the date of issue.

ARTICLE 12.

Payment of the Money Orders.

Payment of the money orders and the issue of the relevant duplicate, if requested, shall be effected in accordance with the regulations of the country of payment. If special charges are levied in the payment the issuing Administration shall be notified of the amount.

ARTICLE 13.

Period of Validity of the Money Orders.

The period of validity of a money order shall be determined by the Administration which arranges payment.

ARTICLE 14.

Money Orders which Cannot be Delivered.

1. Money orders which for some reason or other cannot be delivered to the consignee, shall be reported to the

teer. Die rede vir die onvermoë om af te lewer word verstrek. Indien na verdere verwysing na die afsender, die poswissel nie aan die ontvanger uitbetaal kan word nie, stel die administrasie van bestemming die administrasie van versending daarvan in kennis en doen laasgenoemde aansoek om terugbetaling.

2. By die opstel van die rekenings sluit die Italiaanse posadministrasie die bedrae van sodanige poswissels in 'n spesiale lys in, wat aan die kwartaalrekening geheg word.

ARTIKEL 15.

Poswissels waarvoor betaling nie aangevra is nie.

Die bedrae van poswissels waarvoor betaling nie aangevra is nie, word tot die beskikking van die administrasie van uitreiking geplaas, wat dit hou vir die tydperk bepaal deur die huishoudelike regulasies van die land van oorsprong.

ARTIKEL 16.

Verantwoordelikheid.

1. Die kontrakterende administrasies is verantwoordelik vir die bedrae waarvoor poswissels uitgereik is, totdat sodanige poswissels uitbetaal is.

2. Hulle aanvaar geen verantwoordelikheid vir vertraging in die versending of uitbetaling van poswissels nie.

ARTIKEL 17.

Ontheffing van verantwoordelikheid.

Die kontrakterende administrasies word van alle verantwoordelikheid onthef indien hul onvermoë om bewys van uitbetaling te lewer te wyte is aan die vernietiging van amptelike dokumente deur omstandighede buite hul beheer en indien hul verantwoordelikheid nie uit ander bewyse blyk nie.

ARTIKEL 18.

Eise en tydgrense.

1. Eise wat uit die aanspreeklikheid van die posadministrasies voortspruit, word binne die tydgrense wat deur die regulasies van die betrokke administrasie voorgeskryf is, oorweeg.

2. Die tydgrense vir poswissels waarvoor betaling nie geëis is nie, is dié wat deur die administrasie van uitreiking vasgestel is.

3. Die bedrae van die poswissels wat nie binne die voorgeskrewe tydperk geëis is nie, val terug aan die administrasie van uitreiking.

ARTIKEL 19.

Vasstelling van verantwoordelikheid.

(a) Verantwoordelikheid berus by die administrasie van uitbetaling indien hierdie administrasie nie by magte is om vas te stel of uitbetaling ooreenkomstig die bepalinge van sy eie regulasies gemaak is nie.

(b) Verantwoordelikheid berus by die administrasie van die land waar die fout begaan is, wanneer 'n omsettingsfout daarmee gemoeid is.

(c) Met betrekking tot paragraaf (a), berus verantwoordelikheid—

(i) in die geval van uitbetaling van 'n poswissel wat vervals is, by die administrasie van die land van die gebied waar die poswissel uitgereik is;

(ii) in die geval van uitbetaling van 'n poswissel waarvan die bedrag op bedrieglike wyse vermeerder is, by die administrasie van die land waarin die poswissel vervals is.

(b) Verantwoordelikheid berus in gelyke mate by die administrasies van uitreiking en uitbetaling indien die fout aan beide administrasies toe te skrywe is of indien dit onmoontlik is om vas te stel aan welke land die fout toe te skrywe is of, aan die twee administrasies, indien dit onmoontlik is om vas te stel in welke land die fout

for the failure to deliver shall be given. If after further application to the remitter the money order cannot be paid to the payee, the Administration of destination shall notify the remitting Administration and the latter shall request repayment.

2. The Italian Postal Administration when drawing up the accounts shall include the amounts of such money orders in a special list attached to the quarterly account.

ARTICLE 15.

Money Orders for which Payment is Not Requested.

The amounts of money orders for which payment has not been requested shall be placed at the disposal of the issuing Administration, which shall retain them for the period stipulated by the internal regulations of the country of origin.

ARTICLE 16.

Responsibility.

1. The Contracting Administrations shall be responsible for sums for which the money orders have been issued until such money orders have been paid.

2. They shall not accept any responsibility for delay in the forwarding or payment of the money orders.

ARTICLE 17.

Exemption from Responsibility.

The Contracting Administrations shall be exempt from any responsibility if their inability to furnish proof of payment is due to destruction of official documents through circumstances beyond their control and if their responsibility is not demonstrated by other evidence.

ARTICLE 18.

Claims and Time Limits.

1. Claims arising from the liability of the Postal Administrations shall be entertained within the time limits specified by the regulations of the Administration concerned.

2. The time limits for money orders for which payment has not been claimed shall be those fixed by the issuing Administration.

3. The amounts of the money orders not claimed within the specified period shall revert to the issuing Administration.

ARTICLE 19.

Determination of Responsibility.

(a) Responsibility shall rest with the paying Administration if the latter is not able to establish that payment has been made in conformity with the terms of its own regulations.

(b) Responsibility shall rest with the Administration of the country in which the error was committed when an error of conversion is involved.

(c) Further to paragraph (a) responsibility shall rest—

(i) in the case of payment of a counterfeit money order, with the Administration of the country on the territory of which the money order was issued;

(ii) in the case of payment of a money order the amount of which has been fraudulently increased, with the Administration of the country in which the money order was falsified.

(d) Responsibility shall rest equally with the issuing and paying Administrations if the error is attributable to both Administrations or if it is impossible to establish to which country the error is attributable, or if it is impossible to establish in which country the error occurred to the two Administrations.

ARTIKEL 20.

Navrae en versoeke om inligting.

1. Navrae word aangeneem binne een jaar met ingang van die datum van uitreiking van die poswissel af.
2. Versoeke om inligting wat deur een administrasie na hierdie tydperk aangeneem word, word nietemin deur die ander administrasie behandel indien hy by magte is om dit te doen.

ARTIKEL 21.

Rekenings—algemene rekening.

1. Die Italiaanse posadministrasie stel 'n kwartaal-rekening op, wat die poswissels wat in die twee lande uitgereik en uitbetaal is, dek.
2. Hierdie rekening toon die bedrae aan wat aan elke administrasie verskuldig is en word in tweevoud aan die Posmeester-generaal van die Republiek van Suid-Afrika gestuur.

Een kopie van die rekening word na behoorlike bevestiging en aanname aan die Italiaanse posadministrasie teruggestuur.

ARTIKEL 22.

Kommissie.

Vir die poswissels wat uitbetaal is, ontvang die administrasie van uitbetaling 'n kommissie van $\frac{1}{2}$ persent van die totale bedrag op die lyste ingeskryf. Die totale bedrag van die kommissie word in die kwartaalrekening ingesluit.

Geen kommissie word op amptelike poswissels betaal nie.

ARTIKEL 23.

Vereffening van rekenings.

Elkeen van die administrasies betaal die ander een in die geld van die krediteuradministrasie die totaal van die kwartaalrekening, sodra die rekening as korrek aanvaar is.

ARTIKEL 24.

Betalings.

1. Die betalings ten gunste van die posadministrasie van die Republiek van Suid-Afrika, word deur bemiddeling van die Reserwebank, Pretoria, Suid-Afrika, by die volgende adres gemaak:—

Die Posmeester-generaal,
Pretoria,
Republiek van Suid-Afrika.

2. Die betalings ten gunste van die Italiaanse posadministrasie word aan die „Direzione Generale delle Poste e Telecomunicazioni (Direzione Centrale Vaglia) Italië/P & T Departement, H.P.K. (Poswisselkantoor)”, gemaak deur bemiddeling van die „Banca d'Italia” in Rome.

ARTIKEL 25.

Briefwisseling.

1. Amptelike briefwisseling geskied in die Engelse taal aan die kant van die posadministrasie van die Republiek van Suid-Afrika en in die Italiaanse taal aan die kant van die Italiaanse posadministrasie.

ARTIKEL 26.

Diverse bepalinge.

1. In die geval van buitengewone omstandighede word elkeen van die twee administrasies gemagtig om tydelik die poswisseldiens geheel of gedeeltelik op te skort.

Die ander administrasie word onmiddellik van so 'n stap in kennis gestel; indien nodig, deur middel van 'n telegram.

2. Enige ander aangeleentheid waarvoor daar nie uitdruklik in hierdie ooreenkoms voorsiening gemaak is nie,

ARTICLE 20.

Inquiries and Requests for Information.

1. Inquiries shall be agreed to within one year of the date of issue of the money order.
2. Requests for information accepted by one Administration after this period shall, nevertheless, be dealt with by the other Administration if it is in a position to do so.

ARTICLE 21.

Accounts.—General Account.

1. The Italian Postal Administration shall draw up a quarterly account, covering the money orders issued and paid in the two countries.
2. The account shall show the amounts owing to each Administration and shall be dispatched in duplicate to the Postmaster General of the Republic of South Africa. One copy of the account, duly verified and accepted, shall be returned to the Italian Postal Administration.

ARTICLE 22.

Commission.

For the money orders paid the paying Administration shall receive a commission of $\frac{1}{2}$ per cent of the total amount entered on the lists. The total amount of the commission shall be included in the quarterly account. No commission shall be paid on official money orders.

ARTICLE 23.

Settlement of the Accounts.

Each Administration shall pay the other in the currency of the creditor Administration the total of the quarterly account as soon as this account has been accepted as correct.

ARTICLE 24.

Payments.

1. The payments in favour of the Postal Administration of the Republic of South Africa shall be made to the following address—

The Postmaster General,
Pretoria,
Republic of South Africa,

through the intermediary of the Reserve Bank, Pretoria, South Africa.

2. The payments in favour of the Italian Postal Administration shall be made to the Direzione Generale delle Poste e Telecomunicazioni (Direzione Centrale Vaglia), Italy—P & T Department, G.P.O. (Money Order Office)—through the intermediary of the Banca d'Italia in Rome.

ARTICLE 25.

Correspondence.

1. Official correspondence shall be written in the English language on the side of the Postal Administration of the Republic of South Africa and in the Italian language on the side of the Italian Postal Administration.

ARTICLE 26.

Miscellaneous Provisions.

1. In the case of extraordinary circumstances each of the two Administrations shall be empowered temporarily to suspend the money order service, entirely or in part. The other Administration shall be notified of such a step immediately, by telegram if necessary.
2. Any other question not specifically provided for in

ARTIKEL 27.

Inwerkingtreding en duur van ooreenkoms.

Hierdie ooreenkoms tree op 1 Junie 1966 in werking en word beëindig deur vooraf kennisgewing van ses maande deur een van beide kante. Die ooreenkoms kan met wedersydse toestemming gewysig word.

In twee kopieë, in Engels en Italiaans, opgestel, waarvan beide ewe geldig is, en geteken te Rome, die Sesde dag van April 1966.

AURELIO PONSIGLIONE,

Direkteur-generaal van die Italiaanse
Posadministrasie.

GETUIES:

1. Ettore Rizzo.
2. Camillo de Felicis.

Pretoria, die Twaalfde dag van Mei 1966.

M. C. STRAUSS,

Posmeester-generaal van die Republiek
van Suid-Afrika.

GETUIES:

1. H. L. Smit.
2. I. C. Coleské.

DEPARTEMENT VAN LANDBOU-TEGNIESIE
DIENSTE.

No. R. 1353.] [9 September 1966.

WET OP DIERESIEKTES EN -PARASIE, 1956.—
DIERSOORTE WAAROP WET VAN TOEPAS-
SING IS—WYSIGING.

Kragtens die bevoegdheid my verleen by die woordomskrywing van „dier” in artikel een van die Wet op Diersiektes en -parasiete, 1956 (Wet No. 13 van 1956), wysig ek, JACOBUS JOHANNES FOUCHE, Minister van Landbou-Tegniese Dienste, hierby die Bylae tot die verklaring uitgevaardig by Goewermentskennisgewing No. 1532 van 4 Oktober 1963, deur aan die end daarvan die volgende verdere items by te voeg:—

- „(c) Alle amfibieë.
(d) Alle reptiele.”

J. J. FOUCHE,

Minister van Landbou-Tegniese Dienste.

DEPARTEMENT VAN ARBEID.

No. R. 1336.] [9 September 1966.

WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, KAAP.

VOORSORGFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Produksieafdeling van die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging

ARTICLE 27.

Entry into Force and Duration of the Agreement.

This Agreement shall come into force on the 1st of June, 1966, and shall terminate on advance notice of six months from either side. The Agreement may be amended by mutual consent.

Done in two copies, in English and Italian, each being of equal validity, and signed at Rome, the Sixth day of April, 1966.

AURELIO PONSIGLIONE,

Director General of the Italian Postal
Administration.

WITNESSED:

1. Ettore Rizzo.
2. Camillo de Felicis.

Pretoria, the Twelfth day of May, 1966.

M. C. STRAUSS,

Postmaster-General of the Republic of
South Africa.

WITNESSED:

1. H. L. Smit.
2. I. C. Coleské.

DEPARTMENT OF AGRICULTURAL TECHNICAL
SERVICES.

No. R. 1353.] [9 September 1966.

ANIMAL DISEASES AND PARASITES ACT, 1956.—
SPECIES OF ANIMALS TO WHICH ACT SHALL
APPLY—AMENDMENT.

Under the powers vested in me by the definition of “animal” in section one of the Animal Diseases and Parasites Act, 1956 (Act No. 13 of 1956), I, JACOBUS JOHANNES FOUCHE, Minister of Agricultural Technical Services, do hereby amend the Schedule to the declaration promulgated by Government Notice No. 1532 of the 4th October, 1963, by the addition at the end thereof of the following further items:—

- “(c) All amphibians.
(d) All reptiles.”

J. J. FOUCHE,

Minister of Agricultural Technical Services.

DEPARTMENT OF LABOUR.

No. R. 1336.] [9 September 1966.

INDUSTRIAL CONCILIATION ACT, 1956.

SWEETMAKING INDUSTRY, CAPE.

PROVIDENT FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Production Section of the Sweetmaking Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 in die Produksieafdeling van genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg en Bellville en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermementskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg en Bellville en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermementskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in die Produksieafdeling van genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

DIE NYWERHEIDSRAAD VIR DIE LEKKERGOED-NYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Organisation of Sweet Manufacturers of the Cape Peninsula (hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Western Province Sweet Workers' Union

(hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant,

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

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg en Bellville en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermementskennisgewing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, nagekom word deur alle werkgewers in die Produksieafdeling van die Lekkergoednywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers in genoemde Afdeling van die Nywerheid wat lede van die vakvereniging is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing op alle werknemers in diens in die Produksieafdeling van die Lekkergoednywerheid vir wie lone in klousule 4 van die Hoof-ooreenkoms voorgeskryf word, met dien verstande dat die bepalings van hierdie Ooreenkoms nie van toepassing is op 'n werknemer wat op die datum van inwerking-treding van hierdie Ooreenkoms 'n deelnemer of 'n lid is, of daarna word, van enige ander fonds wat pensioen- en/of voorsorgvoordele voorsien nie, en wat op die gemelde datum reeds bestaan en waarvan die werkgewer van so 'n werknemer op die gemelde datum 'n deelnemer is nie, of op die werkgewer van so 'n werknemer nie, alleenlik gedurende dié tydperk wat sodanige fonds voortgaan om te funksioneer en die werkgewer sowel as die werknemer deelnemers daarvan is, indien, na die mening van die Raad, die voordele wat sodanige fonds voorsien, in sy geheel nie minder gunstig is as die voordele wat voorsien word deur die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms ingestel is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoenig 1956, mag bepaal, en binne die

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the Production Section of the said Industry in the Magisterial Districts of the Cape, Wynberg and Bellville and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg and Bellville and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the Production Section of the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

THE INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (CAPE).

AGREEMENT

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

Organisation of Sweet Manufacturers of the Cape Peninsula (hereinafter referred to as “the employers” or “the employers’ organisation”), of the one part, and the

Western Province Sweet Workers' Union

(hereinafter referred to as “the employees” or “The Trade Union”), of the other part,

being parties to the Industrial Council for the Sweetmaking Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg and Bellville, and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March, 1962, fell within the Magisterial District of Bellville, by all employers in the Production Section of the Sweetmaking Industry who are members of the employers’ organisation and by all employees in the said section of the Industry who are members of the trade union.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this Agreement shall apply in respect of all employees employed in the Production Section of the Sweetmaking Industry for whom wages are prescribed in clause 4 of the main Agreement, provided that the terms of this Agreement shall not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such fund provides are, on the whole, not less favourable than the benefits provided by the fund established in terms of clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation as and from such date as may be fixed by the Minister of Labour in terms of

3. WOORDOMSKRYWING.

Tensy die teenoorgestelde blykbaar bedoel word, het alle uitdrukkinge wat in die Ooreenkoms gebesig word en waarvan die betekenis in die Wet of die Hoof-ooreenkoms omskryf word, dieselfde betekenis as in dié Wet of Ooreenkoms, na gelang van die geval, en word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel, en word daar met woorde wat die enkelvoud aandui, ook die meervoud bedoel en omgekeerd; en tensy onbestaanbaar met die samehang, beteken—

- „Wet” die Wet op Nywerheidsversoening (No. 28 van 1956), soos gewysig;
- „Raad” die Nywerheidsraad vir die Lekkergoednywerheid (Kaap);
- „vasgestelde datum” die datum waarop hierdie Ooreenkoms in werking tree;
- „fonds” die Voorsorgfonds vir die Lekkergoednywerheid (Kaap), kragtens hierdie Ooreenkoms ingestel;
- „Hoof-ooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 47 van 7 Januarie 1966, of ’n daaropvolgende Ooreenkoms vir die Nywerheid waarin minimum lone voorgeskryf word;
- „lid” of „lid van die fonds” of „bydraer” ’n werknemer wat ooreenkomstig klousule 7 ’n lid van die fonds is of verplig is om tot die fonds by te dra;
- „aftreleeftyd” die leeftyd van 60 in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;
- „Sekretaris” die Sekretaris van die Raad;
- „Lekkergoednywerheid” of „Nywerheid” sonder om in ’n enkele opsig die gewone betekenis van die woord te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfs-inrigtings wat fabrieke is vir die toepassing van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, en omvat dit—

(a) die vervaardiging van enige kommoditeit of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoefen word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed beoefen; en

(b) alle bedrywighede en werksaamhede wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of die kommoditeite of bestanddele wat deur enigen van die werkgewers van sodanige werknemers beoefen word.

(c) „Produkcieafdeling van die Lekkergoednywerheid” dié afdeling van die Lekkergoednywerheid waarin grondstowwe verwerk en werksaamhede met die hand of ’n masjien verrig word vir die maak van lekkergoed, en hierby is inbegrepe enigen van of al die volgende werksaamhede wat in of in verband met die afdeling plaasvind—

- (1) goedere vir voorraad verpak;
- (2) artikels in houeers verpak of plaas;
- (3) pakkies of sakke toemaak;
- (4) lekkergoed sorteer;
- (5) papier- of kartonsnymasjien of kerfmasjien bedien;
- (6) weeg of meet;
- (7) lekkergoed, kassies of pakkette toedraai;
- (8) houtkassies of ander houeers maak of aanmeekaarsit;
- (9) artikels dra, ophang, stapel of verskuif;
- (10) kassies, sakke of ander houeers merk, brandmerk, sjabloner of etiketter;
- (11) kassies, sakke of ander houeers oop- of toemaak;
- (12) hystoestel of goederehyser bedien;
- (13) persele of diere of masjinerie, bakke, panne, blikke, kassies, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of andersins skoonmaak;
- (14) papier, sellulosefilm- of soortgelyke materiaal sny;
- (15) bestellings bymeekaarmaak;
- (16) laai of aflaai;
- (17) masjinerie of voertuie, uitgesonderd motorvoertuie, olie of smeer;
- (18) vure in die stoomketel of stoomketels maak en die waterpeil en stoomdruk daarvan in stand hou;
- (19) geboue, masjinerie, installasies, meubels of ander uitrusting installeer, verwyder en onderhou;
- (20) goedere in ’n stoor of pakhuis ontvang en/of bère of goedere uit ’n stoor of pakhuis aan die verbruiksafdelings in ’n bedryfsinrigting aflewer of goedere versend, en sluit in alle klerklike pligte wat daarby hoort;
- (21) werknemers se klere en/of artikels in ’n verkleedkamer ontvang, bère en uitreik;
- (22) goedere met ’n motorvoertuig of ander motorgedrewe voertuig aflewer;
- (23) persele of ander eiendom bewaak.

4. VOORSORGFONDS.

(i) Hierby word ’n voorsorgfonds wat as die Voorsorgfonds vir die Lekkergoednywerheid (Kaap) bekend staan, ingestel, wat ten doel het die voorsiening van voordele aan werknemers in die Nywerheid soos bepaal by klousule 10.

(ii) Die fonds bestaan uit—

(a) bydraes wat ooreenkomstig die bepalinge van die Ooreenkoms in die fonds gestort word;

(b) wins wat uit die belegginge van enige geld van die fonds

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Act or in the Main Agreement shall have the same meanings as in that Act or Agreement, as the case may be and, unless the contrary intention appears, words importing the masculine gender shall include females; and words importing the singular number shall include the plural and vice versa; unless inconsistent with the context.

“Act” means the Industrial Conciliation Act (No. 28 of 1956), as amended;

“Council” means the Industrial Council for the Sweetmaking Industry (Cape);

“fixed date” means the date on which this Agreement comes into operation;

“fund” means the Sweetmaking Industry (Cape) Provident Fund established by and under this Agreement;

“Main Agreement” means the Agreement published under Government Notice No. R. 47 of the 7th January, 1966, or any subsequent agreement for the Industry in which minimum wages are prescribed;

“member” or “member of the fund” or “contributor” means an employee who in terms of clause 7 is a member of, and liable to contribute to, the Fund;

“retiring age” means the age of 60 in the case of male contributors and 55 in the case of female contributors;

“Secretary” means the Secretary to the Council;

“Sweetmaking Industry” or “Industry” means, without in any way limiting the ordinary meaning of the term, the Industry in which employers and employees are associated for the manufacture of sweets in establishments which are factories for the purposes of the Factories, Machinery and Building Work Act, 1941, and includes—

(a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and

(b) all activities and operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients, carried on by any of the employers of such employees;

(c) “Production Section of the Sweetmaking Industry” means that section of the Sweetmaking Industry in which raw materials are processed and operations are performed by hand or machine for the purpose of making sweets, and shall include any or all of the following operations performed in or in connection with such section:—

- (1) Packing goods for stock;
- (2) packing or placing articles into containers;
- (3) sealing packets or bags;
- (4) sorting sweets;
- (5) operating paper or board guillotine or scoring machine;
- (6) weighing or measuring;
- (7) wrapping sweets, boxes or parcels;
- (8) making or assembling wooden boxes or other containers;
- (9) carrying, lifting, stacking or moving articles;
- (10) marking, branding, stencilling or labelling boxes, bags, sacks or other containers;
- (11) opening or closing boxes, bags, sacks or other containers;
- (12) operating a hoist or goods lift;
- (13) washing or otherwise cleaning premises or animals or machinery, trays, pans, tins, boxes, moulds, implements, tools, utensils, furniture, vehicles or other articles;
- (14) cutting paper, cellulose film or similar material;
- (15) assembling orders;
- (16) loading or unloading;
- (17) oiling or greasing machinery or vehicles other than motor vehicles;
- (18) firing of the boiler or boilers and maintaining the water level and steam pressure thereof;
- (19) installing, removing and keeping in repair buildings, machinery, plant, furniture or other equipment;
- (20) receiving and/or storing of goods in a store or warehouse or delivering of goods from a store or warehouse to the consuming departments in an establishment or despatching of goods and shall include any clerical duties incidental thereto;
- (21) receiving, storing and issuing of employees’ clothing and/or articles in a changeroom;
- (22) delivering of goods by means of a motor vehicle or other motor-propelled vehicle;
- (23) guarding of premises or other property.

4. PROVIDENT FUND.

(i) There is hereby established a Provident Fund known as the Sweetmaking Industry (Cape) Provident Fund, the purpose of which shall be the provision of benefits to employees in the Industry as provided in clause 10.

(ii) The fund shall consist of—

(a) contributions paid into the fund in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the

5. ADMINISTRASIE VAN FONDS.

- (i) Die administrasie van die fonds berus by die Raad.
- (ii) Die administrasiekoste van die fonds word deur die fonds gedra.
- (iii) Die Raad beskik oor die bevoegdheid—
 - (a) om alle betalings van uitgawe namens die fonds te magtig;
 - (b) om sodanige plaaslike komitees as wat nodig mag wees vir die administrasie van die fonds, aan te stel, hulle pligte voor te skryf en toesig te hou oor hul werksaamhede;
 - (c) om, behoudens die bepalings van die Ooreenkoms, reëls vir die toepassing van die betaling van voordele en die uitbetaling daarvan aan te neem;
 - (d) om te besluit oor die belegging van die gelde van die fonds ooreenkomstig die bepalings van klousule 6;
 - (e) om alle ander pligte wat die Raad nodig of wenslik ag vir die behoorlike administrasie van die fonds, uit te voer.
- (iv) Drie kopieë van die reëls wat deur die Raad aangeneem is en enige wysigings daarvan moet by die Sekretaris ingedien word en hy moet een kopie daarvan aan die Sekretaris van Arbeid stuur.

6. FINANSIES.

- (1) Alle gelde wat deur die fonds ontvang word, moet in 'n bankrekening wat in die naam van die fonds oopgemaak word, gedeponeer word. 'n Amptelike kwitansie moet uitgereik word vir alle gelde wat deur die fonds ontvang word en opvragings uit die fonds geskied per tjek wat onderteken word deur dié persone, wat nie minder as twee mag wees nie, wat van tyd tot tyd deur die Raad gemagtig word om te teken.
- (2) (a) Geld van die fonds in oormaat van sy benodigdhede vir uitgawes, moet nie anders belê word nie as in—
 - (i) effekte van die Regering van die Republiek van Suid-Afrika of van plaaslike besture;
 - (ii) Nasionale Spaarsertifikate;
 - (iii) posspaarrekenings of -sertifikate;
 - (iv) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of banke, of op enige ander wyse wat deur die Registrateur goedgekeur is.
- (b) Behoudens die bepalings van paragraaf (a), kan die Raad sodanige beleggings oproep of wysig soos hy van tyd tot tyd mag besluit.
- (3) Die Sekretaris moet toesien dat volledige en ware rekeninge van die fonds gehou word en dat 'n halfjaarlikse rekening van al die inkomste en uitgawe van die fonds en 'n staat wat sy bates en laste aantoon, opgestel word vir die tydperke wat eindig op die 30ste Junie en die 31ste Desember. Die Raad moet 'n openbare rekenmeester aanstel om sodanige rekeninge en state te ouditeer, wat deur hom gesertifiseer moet word en deur die Voorsitter van die Raad medeonderteken moet word. 'n Kopie van sodanige state, behoorlik medeonderteken en gesertifiseer, moet binne drie maande na afsluiting van die tydperk waarop dit betrekking het, saam met enige verslag van die ouditeur daaroor, deur die Sekretaris aan die Nywerheidsregistrateur gestuur word. 'n Kopie daarvan moet ter insae van lede van die fonds beskikbaar gestel word.
- (4) 'n Openbare rekenmeester of aktuaris moet op dié tye wat die Raad besluit, 'n ondersoek instel na die fonds en 'n waardering maak van sy bates en laste en verslag aan die Raad daaroor doen, asook 'n aanbeveling maak of voorsiening gemaak kan word vir die betaling van bykomstige voordele aan lede.

7. LEDE EN BYDRAERS.

- (i) Iedere werknemer op wie hierdie ooreenkoms van toepassing is en wat op die vasgestelde datum in die diens van 'n werknemer is en wat op daardie datum nie minder nie as ses maande onafgebroke diens voltooi het, word geag 'n lid van die fonds te wees en verplig om tot die fonds by te dra.
- (ii) 'n Werknemer wat op die vasgestelde datum nie ses maande onafgebroke diens voltooi het by die werkgewer in wie se diens hy op daardie datum is nie en 'n werknemer wat, alhoewel hy op die vasgestelde datum nie in die Nywerheid in diens is nie, in die Nywerheid in diens geneem word van 'n daaropvolgende datum, word, behoudens die bepalings van subklousule (iv), na voltooiing van ses maande onafgebroke diens, geag 'n lid van die fonds te wees en verplig om tot die fonds by te dra.
- (iii) Ondanks die bepalings van subklousule (ii), kan die Raad, waar 'n werknemer weer in die Nywerheid in diens geneem word van die vasgestelde datum af of van 'n daaropvolgende datum, en so 'n werknemer voor die datum waarop hy weer in diens geneem is nie minder nie as ses maande onafgebroke diens in die Nywerheid voltooi het, op ontvangs van 'n aansoek van die werknemer, so 'n werknemer tot lidmaatskap van die fonds toelaat met ingang van 'n datum deur die Raad vasgestel, en van daardie datum af word so 'n werknemer geag 'n lid van die fonds te wees en verplig om tot die fonds by te dra.
- (iv) Ondanks andersluidende bepalings in hierdie klousule, word geen werknemer wat vir die eerste maal tot die Nywerheid toetree na die leeftyd van vyftig (50) in die geval van vrouens en vyf-en-vyftig (55) in die geval van mans, as 'n lid van die fonds toegelaat nie.
- (v) 'n Lid van die fonds wat die aftreeleeftyd bereik het, kan, indien sy werknemer toestem om hom in sy diens te behou, besluit om as 'n lid van die fonds voort te gaan en bydraes te maak.

5. ADMINISTRATION OF FUND.

- (i) The administration of the fund shall be vested in the Council.
- (ii) The expenses of administering the fund shall be a charge upon the Fund.
- (iii) The Council shall have the power to—
 - (a) sanction all payments and expenditure on behalf of the fund;
 - (b) appoint such local committees as may be necessary for the administration of the fund, define their duties and supervise their operations;
 - (c) subject to the provisions of this Agreement, adopt rules for the application for the payment of benefits and the payment thereof;
 - (d) decide upon the investment of the moneys of the fund in accordance with the provisions of clause 6;
 - (e) perform all such other duties as the Council may deem necessary or desirable for the proper administration of the fund.
- (iv) Three copies of any rules adopted by the Council and any amendments thereto shall be lodged with the Secretary who shall transmit one copy to the Secretary for Labour.

6. FINANCE.

- (1) All moneys received by the fund shall be deposited in a banking account opened in the name of the fund. An official receipt shall be issued for all moneys received into the fund and withdrawals therefrom shall be by cheque signed by such persons not being less than two, as may from time to time be authorised to sign by the Council.
- (2) (a) Moneys of the fund surplus to its requirements for expenses shall not be invested otherwise than in—
 - (i) stock of the Government of the Republic of South Africa or Local Government stock;
 - (ii) National Savings Certificates;
 - (iii) Post Office Saving accounts or certificates;
 - (iv) saving accounts, permanent shares or fixed deposits in building societies or banks.
 or in any other manner approved by the Registrar.
- (b) The Council may call in or vary such investments as it may from time to time determine, subject to the provisions of paragraph (a).
- (3) The Secretary shall cause full and true accounts of the fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on the 30th June and the 31st December of all revenue and expenditure of the fund and a statement showing its assets and liabilities. The Council shall appoint a public accountant to audit such accounts and statements which shall be certified by him and be counter-signed by the Chairman of the Council. A copy of such statements, duly counter-signed and certified, shall within three months of the close of the period to which it relates, be transmitted to the Industrial Registrar, by the Secretary together with any report thereon made by the auditor. A copy thereof shall be made available for inspection by members of the fund.
- (4) A public accountant or actuary, shall at such times as the Council may decide, conduct an investigation into the fund and make a valuation of its assets and liabilities and shall report thereon to the Council together with a recommendation as to whether provision could be made for the payment of additional benefits to members.

7. MEMBERS AND CONTRIBUTORS.

- (i) Every employee to whom this Agreement applies, who is in the employ of an employer on the fixed date and who on that date has completed not less than six months continuous employment, shall be deemed to be a member of the fund and to be liable to contribute to the fund.
- (ii) An employee, who has not on the fixed date, completed six months continuous employment with the employer with whom he is employed on that date and an employee who, while not employed in the Industry on the fixed date, is employed therein from some subsequent date shall, subject to the provisions of sub-clause (iv) following the completion of six months continuous employment, be deemed to be a member and to be liable to contribute to the fund.
- (iii) Notwithstanding the provisions of sub-clause (ii) when an employee is re-employed in the Industry as from the fixed date or as from a subsequent date and such employee has prior to the date on which he is re-employed had not less than six months continuous employment in the Industry, the Council may, on the receipt of an application from the employee, admit such employee to membership of the fund as from a date determined by the Council and as from that date such employee shall be deemed to be a member of the fund and be liable to contribute.
- (iv) Notwithstanding anything to the contrary in this clause, no employee who enters the Industry for the first time after the age of fifty (50), in the case of females and fifty-five (55) in the case of males, shall be admitted to membership of the fund.
- (v) A member of the fund who has reached the retiring age may, if his employer agrees to retain him in employment, elect

(vi) Wanneer die diens van 'n lid beëindig is en hy aansoek gedoen het om voordele en dit aan hom uitbetaal is ooreenkomstig hierdie Ooreenkoms en hy daarna weer in die Nywerheid in diens geneem word, word so 'n lid vir die doeleindes van hierdie Ooreenkoms en behoudens die bepalinge van subklousule (iv), geag vir die eerste keer tot die Nywerheid toe te tree met ingang van die datum waarop hy so weer in diens geneem is; met dien verstande dat die Raad, op aansoek van die betrokke werknemer en op voorwaarde dat hy die volle bedrag van die voordeel wat aan hom betaal is aan die fonds terugbetaal, so 'n werknemer as 'n lid van die fonds herstel met volle krediet vir die bydraes deur hom en namens hom betaal vir sy vorige tydperk van lidmaatskap.

(vii) Wanneer die diens van 'n lid beëindig is en so 'n lid om voordele aansoek gedoen het, en weer in die Nywerheid in diens geneem word voordat enige voordeel ooreenkomstig die ooreenkoms aan hom uitbetaal is, word 'n aansoek om voordele deur so 'n lid as gekanselleer geag en word dit geag dat hy weer lidmaatskap verkry het en verplig is om tot die fonds by te dra met ingang van die datum waarop hy weer in diens geneem is.

(viii) Vir die doeleindes van berekening van onafgebroke diens, word 'n werknemer geag in diens te gewees het gedurende enige jaarlikse vakansie toegestaan ooreenkomstig die Hofooreenkoms, ondanks die feit dat hy, as gevolg van die tydperk van sy diens, nie geregtig is of was om sy volle besoldiging vir die hele tydperk van sodanige vakansie betaal te word nie, en gedurende enige tydperk wat hy met onbetaalde verlof is.

8. REKORD VAN LEDE EN BYDRAES.

(i) Iedere werkgever op wie hierdie Ooreenkoms van toepassing is op die vasgestelde datum en iedere werkgever op wie hierdie Ooreenkoms van toepassing word op 'n later datum, moet binne 14 dae van die vasgestelde datum of so 'n later datum af, na gelang van die geval, 'n staat van al die werknemers in sy diens op daardie datum aan die Sekretaris stuur.

So 'n staat moet ten opsigte van sodanige werknemers aandui—

- (a) sy volle naam;
- (b) sy leeftyd, ras en geslag;
- (c) sy adres;
- (d) die datum van wanneer af hy in die onafgebroke diens van die werkgever is.

(ii) Iedere werkgever moet maandeliks nie later as die 7de van die volgende maand, 'n staat in die vorm van Aanhangsel „A” tot hierdie Ooreenkoms aan die Sekretaris stuur, wat aandui—

- (a) werknemers wat deur hom in diens geneem is, en wat ten opsigte van sodanige werknemers, die besonderhede aandui wat in subklousule (i) bedoel word;
- (b) werknemers wie se diens by hom beëindig is en die datum van sodanige diensbeëindigings;
- (c) werknemers wat gedurende enige maand, ses maande onafgebroke diens by hom voltooi het;
- (d) werknemers wat gedurende enige week op geen besoldiging geregtig was nie.

(iii) Iedere werkgever moet maandeliks nie later as die 7de van die volgende maand nie, 'n staat in die vorm van Aanhangsel „C” tot hierdie Ooreenkoms aan die Sekretaris stuur, wat werknemers wie se bydraegroep, soos bedoel in subklousule (1) van klousule 9, gedurende die maand verander het en die datum van sodanige verandering, aandui.

(iv) Die Sekretaris moet 'n rekordkaart ten opsigte van elke werknemer in stand hou, waarop die besonderhede bedoel by subklousule (i), (ii) en (iii) van hierdie klousule, aangeteken moet word.

9. BYDRAES.

(i) *Lid se bydraes.*—Vir die doeleindes van die fonds, moet elke werknemer elke week die volgende bedrae van die lone wat aan elke lid van die fonds wat deur hom in diens geneem is, aftrek as so 'n lid se bydrae tot die fonds; met dien verstande dat geen bydrae deur 'n lid betaalbaar is ten opsigte van 'n week waarvoor hy op geen besoldiging geregtig is nie:—

- (a) *Groep I.*—In die geval van 'n werknemer wat 'n loon van \$12 per week of minder verdien, die bedrag van tien sent;
- (b) *Groep II.*—In die geval van 'n werknemer wat 'n loon van meer as R12.00 per week verdien, die bedrag van twintig sent.

(ii) *Werkgewers se bydraes.*—By die bedrag wat afgetrek word ooreenkomstig subklousule (i), moet die werkgever 'n gelyke bedrag bydra en elke maand voor of op die 7de dag van die volgende maand, die totale bedrag aan die Sekretaris van die Raad stuur.

(iii) In hierdie Ooreenkoms beteken die uitdrukking „lid se bydrae” die totale bedrag deur 'n lid bygedra ooreenkomstig subklousule (i) en die uitdrukking „werkgewers se bydrae” ten opsigte van 'n lid, die totaal van die werkgewers se bydrae, en die uitdrukking „onafgebroke diens” het die betekenis wat daaraan toegewys word in subklousule (viii) van klousule 7.

10. BEDRAG VAN VOORDEEL.

(i) *Opvragingsvoordeel.*—Die voordeel aan 'n lid betaalbaar wie se diens in die nywerheid beëindig word om enige rede behalwe aftrede by bereiking van die aftreeleefyd of as gevolg van sy

(vi) Whenever the employment of a member has been terminated and he has applied for and been paid benefit in terms of this Agreement and he is thereafter re-employed in the Industry, such member shall for the purposes of this Agreement and subject to the provisions of sub-clause (iv) be deemed to have entered the Industry for the first time as from the date he is so re-employed; provided that the Council may, on application by the employee concerned and provided he repays to the fund the full amount of the benefit so paid to him, reinstate such employee as a member of the fund with full credit for the contributions paid by him and on his behalf for his previous period of membership.

(vii) Whenever the employment of a member is terminated and such member has applied for benefits, and is re-employed in the Industry before he has been paid any benefit in terms of the Agreement, any application for benefit by such member shall be deemed to be cancelled and he shall be deemed to be cancelled and he shall be deemed to have resumed membership and to be liable to contribute to the fund as from the date he is so re-employed.

(viii) For the purpose of reckoning continuous employment, an employee shall be deemed to be or to have been in employment during any annual vacation granted in terms of the Main Agreement notwithstanding the fact that, by reason of the period of his employment he is or was not entitled to be paid his full remuneration for the whole of the period of such vacation, and during any period he is on unpaid leave.

8. RECORD OF MEMBERS AND CONTRIBUTIONS.

(i) Every employer to whom this Agreement applies on the fixed date and every employer to whom this Agreement becomes applicable at some later date, shall, within 14 days of the fixed date or such later date, as the case may be, forward to the Secretary a statement of all employees in his employ on that date.

Such statement shall set out in respect of such employees:—

- (a) his full name;
- (b) his age, race and sex;
- (c) his address;
- (d) the date from which he has been in the continuous employ of the employer.

(ii) Every employer shall monthly not later than the 7th of the succeeding month, forward to the Secretary a statement in the form of Annexure A to this Agreement showing—

- (a) employees who entered his employment setting out in respect of such employees, the particulars referred to in sub-clause (i);
- (b) employees whose employment with him was terminated and the date of such terminations;
- (c) employees who during any month completed six months continuous employment with him;
- (d) employees who were entitled to no remuneration for any week.

(iii) Every employer shall monthly not later than the 7th of the succeeding month forward to the Secretary a statement in the form of Annexure C to this Agreement showing employees whose contribution Group, as referred to in sub-clause (1) of clause 9, changed during any month, and the date of such change.

(iv) The Secretary shall maintain a record card in respect of each employee, on which shall be recorded the particulars referred to in sub-clause (i), (ii) and (iii) of this clause.

9. CONTRIBUTIONS.

(i) *Member's Contributions.*—For the purpose of the fund, each employer shall deduct each week from the wages paid to each member of the fund employed by him the following amounts as such member's contribution to the fund, provided that no contribution shall be payable by a member in respect of any week for which he is entitled to no remuneration:—

- (a) Group I.—In the case of an employee earning a wage of R12 per week or less, the sum of ten cents;
- (b) Group II.—In the case of an employee earning a wage in excess of R12 per week, the sum of twenty cents.

(ii) *Employers' Contributions.*—To the amount deducted in terms of sub-clause (i) the employer shall add a like amount and forward to the Secretary of the Council each month the total sum not later than the 7th day of the succeeding month.

(iii) In this Agreement the term “member's contribution” means the total amount contributed by a member in terms of sub-clause (i) and the term “employers' contribution” in relation to any member means the total of the employers' contribution, and the term “continuous employment” shall have the meaning assigned to it in sub-clause (viii) of clause 7.

10. AMOUNT OF BENEFIT.

(i) *Withdrawal Benefit.*—The benefit payable to a member whose employment in the Industry terminates for any reason other than retirement on reaching the retiring age or on account of his permanent physical incapacity to continue at work in the

die Nywerheid, tot tevredenheid van die Raad vasgestel ooreenkomstig die bepalings van subklousule (iii), hiervan, of as gevolg van sy afsterwe is—

(a) waar die lid tot die fonds bygedra het vir 'n tydperk van minder as twee jaar—die bedrag van die lid se eie bydraes;

(b) waar die lid tot die fonds bygedra het vir 'n tydperk van twee jaar of meer—die bedrag van die lid se eie bydraes plus 5 persent van die werkgewers se bydraes namens hom ten opsigte van elke daaropvolgende voltooide jaar van lidmaatskap, met 'n maksimum van 100 persent van sodanige werkgewers se bydraes.

(ii) *Voordele by aftrede*.—Waar 'n bydraer die aftreleeftyd bereik, is die voordeel betaalbaar soos voorgeskryf in subklousule (i), met dien verstande dat indien so 'n bydraer 'n lid van die fonds was vir minstens 5 jaar, die bedrag wat ooreenkomstig subklousule (i) betaalbaar is, verdubbel word.

(iii) *Ongeskikheidsvoordele*.—Wanneer 'n lid die Raad tevrede stel dat hy as gevolg van swak gesondheid of ander fisiese ongeskiktheid wat nie aan sy eie wangedrag toe te skryf is nie, permanent ongeskik is om voort te gaan met werk in die Nywerheid, is die voordeel wat betaalbaar is, dubbel die bedrag van die lid se eie bydraes plus die bedrag van die werkgewers se bydraes wat namens hom betaal is.

(iv) *Sterfgebystand*.—By voorlegging van 'n bewys van die afsterwe van 'n lid, is die voordeel wat betaalbaar is, dubbel die bedrag van die lid se bydraes plus die bedrag van die werkgewers se bydraes wat namens hom betaal is.

11. BETALING VAN VOORDELE.

(i) Aansoeke om voordele, uitgesonderd die sterfgebystand, moet in die vorm van Aanhangsel B tot hierdie Ooreenkoms wees.

(ii) Geen voordeel is betaalbaar ten opsigte van 'n eis tot dat 'n tydperk van minstens een jaar verstryk het van die tyd dat die aanspraakmaker opgehou het om 'n bydraer te wees, met dien verstande dat hierdie bepaling nie van toepassing is—

(a) in die geval van 'n voordeel betaalbaar wanneer 'n werknemer die Nywerheid verlaat by bereiking van die aftreleeftyd; of

(b) indien die Raad tevrede gestel is dat die lid permanent ongeskik is om voort te gaan met werk in die Nywerheid as gevolg van fisiese ongeskiktheid; of

(c) in die geval van sterfgebystand; of

(d) indien die Raad tevrede gestel is dat die betrokke lid verplig is om die gebied waarin die Ooreenkoms van toepassing is, permanent te verlaat; of

(e) indien die Raad andersins besluit.

(iii) 'n Sterfgebystand moet aan die afhanklikes van 'n afgestorwe lid betaal word, met dien verstande dat indien daar geen afhanklikes is nie, of indien die afhanklikes nie bepaal kan word nie, of indien daar 'n dispuut ontstaan oor wie as 'n afhanklike beskou moet word, of indien daar 'n dispuut ontstaan oor welke deel van die bystand aan 'n afhanklike betaal moet word, die sterfgebystand in die boedel van die lid gestort moet word.

(iv) (a) Indien enige verskuldigde en betaalbare voordeel uitgesonderd dié aan die boedel van 'n lid, nie binne een jaar van die vervaldatum af geëis word nie, moet die Raad binne drie maande na afloop van genoemde tydperk van een jaar, 'n advertensie in twee agtereenvolgende uitgawes van twee nuusblaaie wat in die gebied waarop hierdie Ooreenkoms van toepassing is, gelees word, waarin gemeld word dat 'n lys van die persone wat nie voordele binne genoemde tydperk van een jaar geëis het nie, by die kantore van die Raad en die vakvereniging wat 'n party by die Ooreenkoms is, ter insae lê, of by 'n ander plek wat die Raad ooreenkomstig, en alle belanghebbende persone versoek word om eise vir sodanige voordele binne 'n tydperk van drie maande van die laaste publikasie af in te dien, en om die gronde waarop sodanige voordele geëis word, te verstrek.

(b) Die Raad moet op die eersvolgende vergadering na die laaste dag waarop sodanige eise ingedien kan word, sodanige eise oorweeg en kan aan die persone wat op enige voordeel geregtig is die bedrag daarvan, min sodanige deel van die advertensiekoste as wat hy goed vind, betaal.

(c) Ingeval geen eis deur of namens 'n persoon wie se naam op die lys verskyn, ingestel word binne 'n tydperk van ses maande van die laaste publikasie af nie, moet die voordeel aan hom verskuldig die fonds toekom.

12. ADMINISTRASIE.

(i) Wanneer, ooreenkomstig subklousule (iii) van klousule 10, die vraag ontstaan of 'n lid permanent fisies ongeskik is om voort te gaan om in die Nywerheid te werk, kan die Raad as 'n opskortende voorwaarde tot die betaling van bykomstige voordele, of tot die afstanddoening van die wagtydperk voorgeskryf in subklousule (ii) van klousule 11, vereis dat die lid 'n ondersoek deur 'n mediese praktisyn deur die Raad aangewys, ondergaan, en die koste van so 'n ondersoek moet deur die fonds gedra word.

'n Lid wat aansoek doen om bykomstige voordele of vir die afstanddoening van die wagtydperk op grond van fisiese ongeskiktheid, word geag die betrokke mediese praktisyn te gemagtig het om aan die Raad die uitslag van die ondersoek mee te deel.

Industry established to the satisfaction of the Council in accordance with the provisions of sub-clause (iii) hereof or on account of his death shall be:—

(a) when the member has contributed to the fund for a period of less than two years—the amount of the member's own contributions;

(b) when the member has contributed to the fund for a period of two years or more—the amount of the member's own contributions plus 5 per cent of the amount of the employers' contributions on his behalf in respect of each succeeding complete year of membership with a maximum of 100 per cent of such employers contributions.

(ii) *Retirement Benefits*.—Where a contributor reaches the retiring age the benefit payable shall be as set out in sub-clause (i), provided that if such contributor has been a member of the fund for at least five years, the amount payable in terms of sub-clause (i) shall be doubled.

(iii) *Disability Benefits*.—When a member satisfies the Council that by reason of ill-health or other physical incapacity not due to his own misconduct he is permanently unfit to continue at work in the Industry, the benefit payable shall be double the amount of the member's own contribution plus the amount of the employers' contributions made on his behalf.

(iv) *Death Benefit*.—Upon the production of proof of the death of a member the benefit payable shall be double the amount of the member's contributions plus the amount of the employers' contributions made on his behalf.

11. PAYMENT OF BENEFITS.

(i) Application for benefits other than the death benefit shall be in the form of Annexure B to this Agreement.

(ii) No benefit shall be payable in respect of any claim until a period of at least one year has elapsed from the time the claimant ceased to be a contributor. Provided that this condition shall not apply—

(a) in the case of benefit payable when an employee leaves the Industry on reaching the retiring age; or

(b) if the Council is satisfied that the member is permanently unable to continue working in the Industry by reason of physical incapacity; or

(c) in the case of death benefit; or

(d) if the Council is satisfied that the member concerned has been required permanently to leave the area in which this Agreement applies; or

(e) if the Council otherwise decides.

(iii) A death benefit shall be paid to the dependants of a deceased member, provided that if there are no dependants, or if the dependants cannot be established, or if there is a dispute as to who should be regarded as a dependant, or if there is a dispute as to what proportion of benefit should be paid to any dependant, the death benefit shall be paid into the estate of the member.

(iv) (a) If any benefit due and payable other than to the estate of the member is not claimed within one year of the date it became due, the Council shall within three months of the expiration of the said period of one year publish an advertisement in two successive issues of two newspapers circulating in the area to which this Agreement applies, stating that a list of the persons who have not claimed benefit within such period of one year is available for inspection at the offices of the Council and of the trade union which is a party to this Agreement or at such other place as the Council may decide and calling upon interested persons to submit claims for such benefits within a period of three months from the date of the last publication and to furnish details as to the grounds on which such benefit is claimed.

(b) The Council shall at the meeting following the last day upon which such claims may be submitted, consider such claims and may pay to the persons entitled to any benefit the amount thereof less such portion of the cost of advertising as it may deem fit.

(c) In the event of no claim being made within a period of six months from the date of the last publication by or on behalf of any person whose name appears on the list any benefits due to him shall be forfeited to the fund.

12. ADMINISTRATION.

(i) Whenever, in terms of sub-clause (iii) of clause 10 a question arises as to whether a member is permanently physically unfit to continue at work in the Industry, the Council may, as a condition precedent to the payment of additional benefit, or to the waiving of the waiting period prescribed in sub-clause (ii) of clause 11 require the member to undergo an examination by a medical practitioner nominated by it and the cost of such examination shall be a charge on the fund.

Any member who applies for additional benefit or for the waiving of the waiting period on the grounds of physical incapacity shall be deemed to have authorised the medical practitioner concerned to disclose to the Council the result of his examination.

(ii) Wanneer daar 'n vraag ontstaan oor die leeftyd van 'n lid, moet die leeftyd vasgestel word deur die voorlegging van 'n geboortesertifikaat of doopseel, met dien verstande dat indien die betrokke lid nie in staat is om so 'n dokument voor te lê nie, die Raad die aangeleentheid moet ondersoek en die waarskynlike leeftyd van die lid soos deur die Raad vasgestel, moet vir die doeleindes van hierdie Ooreenkoms as die leeftyd van die lid beskou word.

13. VOORDELE MAG NIE GESEDEER OF AFSTAND VAN GEDOEN WORD NIE.

Behoudens die bepalings van subklousule (iii) van klousule 11 mag voordele wat ooreenkomstig hierdie Ooreenkoms opgeloopt het of betaalbaar is:

- (a) Nie gesedeer word, afstand van gedoen word, oorgedra word of op enige wyse oorgemaak word nie, beide in die algemeen of as sekuriteit vir 'n skuld of verpligting van die bydraer, en die fonds is onder geen verpligting om so 'n onderneming of dokument wat voorgee om 'n sessie, afstanddoening, oordrag of oormaking te wees, te erken of daarvolgens op te tree nie; of
- (b) nie beslag op gelê word deur 'n hofbevel of geregtelike proses nie; of
- (c) nie verreken word teen 'n skuld van die persoon wat op so 'n voordeel geregtig is nie.

14. GESKILLE.

Enige geskil moet na die Raad verwys word wat in die aangeleentheid moet handel ooreenkomstig sy konstitusie.

15. ONTBINDING.

(i) By verstryking van die Ooreenkoms of 'n verlenging daarvan en in die geval dat 'n verdere ooreenkoms om met die fonds voort te gaan nie binne 'n tydperk van twee jaar na die vervaldatum van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die fonds gelikwider word asof die lede die nywerheid verlaat het.

(ii) Ingeval die Raad ontbind word gedurende die geldigheidsduur van hierdie Ooreenkoms of enige verlenging daarvan, dan, ondanks andersluidende bepalinge in hierdie Ooreenkoms, word bydraes tot die fonds beëindig van die dag wat volg op die dag van publikasie in die *Staatskoerant* van die kennisgewing ooreenkomstig artikel vier-en-dertig van die Wet, van die ontbinding van die Raad, maar die Raad moet by sy laaste vergadering voor so 'n ontbinding, 'n trustee of trustees aanstel om die fonds te administreer. Indien dit vir die Raad nie moontlik is om so 'n aanstelling te maak nie, gaan die bevoegdhede en funksies van die Raad ten opsigte van die administrasie van die fonds oor op, en word dit uitgeoefen deur, die persoon of persone wat die Registrateur aanwys. In die geval waar die Raad nie binne 'n tydperk van twee jaar hersaamgestel word nie, moet die fonds gelikwider word op die wyse voorgeskryf in subklousule (i).

16. LIKWIDASIE.

(i) By die likwidasië van die fonds ooreenkomstig klousule 15, vorm enige bydrae verskuldig ten opsigte van administrasie- en likwidasiëkoste 'n eerste eis teen die fonds.

(ii) Daarna word betaling aan lede gemaak op die grondslag van die voordeel wat betaalbaar sou gewees het indien hulle die nywerheid verlaat het; met dien verstande dat ten opsigte van 'n voordeel betaalbaar ooreenkomstig hierdie subklousule, die wagtydperk voorgeskryf in subklousule (ii) van klousule 11 nie van toepassing is nie.

(iii) Daarna moet enige saldo in die krediet van bydraers as werkgewers se bydraes, maar wat nie aan hulle betaalbaar is nie, aan die betrokke werkgewers wat op die datum van verstryking van die Ooreenkoms bygedra het, terugbetaal word.

(iv) Enige verdere saldo in die fonds, insluitende die saldo waarna verwys word in subklousule (iii) wat nie aan werkgewers terugbetaalbaar is nie, moet, indien die Raad nog funksioneer, in die Raad se fondse gestort word, met dien verstande dat indien die Raad alreeds gelikwider en ontbind is, die saldo verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet, asof dit deel van die algemene fondse van die Raad vorm.

17. VRYSTELLINGS.

Die Raad kan vrystelling verleen, voorwaardelik of andersins, van enigeen van die bepalings van hierdie Ooreenkoms of ten opsigte van enige persoon om enige rede wat deur hom as goed en genoegsaam geag word.

18. VRYWARING.

Die Sekretaris, die lede van die Raad en hulle sekondusse en die lede van 'n plaaslike komitee aangestel ooreenkomstig subklousule (iii) van klousule 5 word nie aanspreeklik gehou vir 'n verlies vir die fonds as gevolg van 'n belegging wat in goeie trou gemaak is nie of as gevolg van 'n daad in hulle *bona fide*-administrasie van die fonds nie.

Namens die partye op hede die 21ste dag van Maart 1966 te Kaapstad onderteken.

I. BLUMBERG, Voorsitter.
J. HEEGER, Ondervoorsitter.

(ii) Whenever the question of the age of a member arises, such age shall be established by the production of a birth or baptismal certificate provided that, if the member concerned is unable to produce such a certificate, the Council shall investigate the matter and the probable age of the member as determined by the Council shall, for the purposes of this Agreement, be deemed to be the age of the member.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED.

Save as provided in sub-clause (iii) of clause 11, benefits accrued or payable in terms of this Agreement shall not be—

- (a) capable of being ceded, assigned, transferred or made over in any way, either generally or as security for any debt or obligation due by the contributor, and the fund shall be under no obligation to recognise, acknowledge or act on any such undertaking or document which purports to be such a cession, assignment, transfer or making over; or
- (b) capable of being attached by an order or process of court; or
- (c) set off against any debts due by the person entitled to such benefit.

14. DISPUTES.

Any dispute shall be referred to the Council which shall deal with the matter in terms of its constitution.

15. DISSOLUTION.

(i) Upon the expiry of this Agreement or any extension thereof and in the event of a further Agreement to continue the fund not being negotiated within a period of two years from the date of the expiry of this Agreement or any extension thereof, the fund shall be liquidated as though the members had left the industry.

(ii) In the event of dissolution of the Council during the currency of this Agreement or any extension thereof, then notwithstanding anything to the contrary contained in this Agreement contributions to the fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice in terms of section thirty-four of the Act, of the dissolution of the Council, but the Council, at its last meeting prior to such dissolution, shall appoint a trustee or trustees to administer the fund. Should the Council be unable to make such appointment the powers and functions of the Council in regard to the administrator of the fund shall vest in and be exercised by such person or persons as the Registrar may designate. In the event of the Council not being re-constituted within a period of two years, the fund shall be liquidated in the manner prescribed in sub-clause (i).

16. LIQUIDATION.

(i) Upon the liquidation of the fund in terms of clause 15 the first charge on the fund shall be any amounts due in respect of administration and liquidation expenses.

(ii) Thereafter payment shall be made to members on the basis of the benefit that would have been payable had they left the Industry; provided that, in respect of any benefit payable in terms of this sub-clause, the waiting period prescribed in sub-clause (ii) of clause 11 shall not apply.

(iii) Thereafter any balance standing to the credit of contributors as an employers' contribution but not payable to them shall be refunded to the employers concerned, who were contributing at the date of expiry of the Agreement.

(iv) Any further balance in the fund including any balance referred to in sub-clause (ii) which is not refundable to employers shall, if the Council is still functioning be paid into the funds of the Council, provided that if the Council has already been wound up and dissolved the balance shall be distributed as provided in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.

17. EXEMPTIONS.

The Council may grant exemption conditionally or otherwise from any provision of this Agreement or in respect of any person for any reason deemed by it to be good and sufficient.

18. INDEMNITY.

The Secretary, the members of the Council and their alternates and the members of any local Committee appointed in terms of sub-clause (iii) of clause 5 shall not be liable for any loss to the fund by reason of any investment made in good faith or by reason of any act in their *bona fide* administration of the fund.

Signed at Cape Town on behalf of the parties on this 21st day of March, 1966.

I. BLUMBERG, Chairman.
J. HEEGER, Vice-Chairman.

AANHANGSEL "A".

DIE VOORSORGFONDS VIR DIE LEKKERGOEDNYWERHEID (KAAP).

Die Sekretaris,
Posbus 1536,
KAAPSTAD.

Naam en adres van firma _____

19 _____

Moet in tweevoud ingedien word.

MAANDELIKSE OPGAWE VIR DIE MAAND GEËINDIG _____

INDIENSNEMINGS.

Van (nooiensvan moet tussen hakies aangedui word).	Voorname (volledig).	Voorsorgfonds No.	Adres.	Ras.	Geslag.	Geboortedatum.	Datum van indiensneming.

DIENSBEËINDIGINGS.

Van (nooiensvan moet tussen hakies aangedui word).	Voorname (volledig).	Voorsorgfonds No.	Adres.	Ras.	Geslag.	Datum van diensbeëindiging.

NUWE BYDRAERS TOT VOORSORGFONDS.
(d.w.s. Werknemers wat ses maande diens voltooi het.)

Van (nooiensvan moet tussen hakies aangedui word).	Voorname (volledig).	Voorsorgfonds No.	Ras.	Geslag.	Datum van eerste bydrae.

WERKNEMERS SONDER BETALING VIR EEN WEEK OF MEER.

Van (nooiensvan moet tussen hakies aangedui word).	Voorname (volledig).	Voorsorgfonds No.	Ras.	Geslag.	Datum van week geëindig.

OPGAWE VAN BYDRAES.

Geagte heer,

Ek sluit die bedrag van R _____ in, synde bydraes tot die Voorsorgfonds vir die maand geëindig _____

AANTAL WERKNEMERS.

Groep I (10 sent).	Groep II (20 sent).

LET WEL.—Hierdie opgawe moet die fonds se kantoor voor of op die 7de van elke maand bereik.

vir week geëindig _____
vir week geëindig _____
vir week geëindig _____
vir week geëindig _____
vir week geëindig _____

werknemers teen 10 sent per week vir weke

Werkgewer se bydrae, Groep I R _____

werknemers teen 20 sent per week vir weke

Werknemer se bydrae, Groep II R _____

TOTAAL R _____

Groep I.—Werknemers wat 'n loon van R12.00 p.w. of minder verdien.
Groep II.—Werknemers wat meer as R12.00 p.w. verdien.

Die uwe,

ANNEXURE "A".

THE SWEETMAKING INDUSTRY (CAPE) PROVIDENT FUND.

The Secretary,
P.O. Box 1536,
CAPE TOWN.

Name and address of firm _____

19__

To be submitted in duplicate.

MONTHLY RETURN FOR THE MONTH ENDED _____

ENGAGEMENTS.

Surname (Maiden name to be given in brackets).	First Names (in full).	Provident Fund No.	Address.	Race.	Sex.	Date of Birth.	Date Engaged.

TERMINATIONS OF SERVICE.

Surname (Maiden name to be given in brackets).	First Names (in full).	Provident Fund No.	Address.	Race.	Sex.	Date Terminated.

NEW PROVIDENT FUND CONTRIBUTORS
(i.e. Employees who have completed six months service).

Surname (Maiden name to be given in brackets).	First Names (in full).	Provident Fund No.	Race.	Sex.	Date of first contribution.

EMPLOYEES WITHOUT PAY FOR ONE WEEK OR MORE.

Surname (Maiden name to be given in brackets).	First Names (in full).	Provident Fund No.	Race.	Sex.	Date of Week Ending.

RETURN OF CONTRIBUTIONS.

Dear Sir,

I enclose the sum of R _____, representing contributions to the Provident Fund for the month ended _____

NO. OF EMPLOYEES.

Group I (10 cents).	Group II (20 cents).

for week ending _____
for week ending _____
for week ending _____
for week ending _____
for week ending _____

NOTE.—This return should reach the office of the fund not later than the 7th of each month.

_____ employees at 10 cents per week for weeks R _____
 _____ Employer's contribution, Group I..... R _____
 _____ employees at 20 cents per week for weeks R _____
 _____ Employer's contribution, Group II..... R _____

TOTAL..... R _____

Group I.—Employees earning a wage of R12.00 p.w. or less.
 Group II.—Employees earning more than R12.00 p.w.

Yours faithfully,

AANHANGSEL B.

DIE VOORSORGFONDS VIR DIE LEKKERGOED-
NYWERHEID (KAAP).

Telegramme: "Factories", Kaapstad.
Telefoon: 3-6631.
Posbus 1536, Kaapstad.

Broadway Industries Centre,
Heerengracht,
Strandgebied,
Kaapstad.

Die Sekretaris,
Die Voorsorgfonds vir die Lekkergoednywerheid (Kaap),
Posbus 1536,
Kaapstad.

AANSOEK OM VOORDEEL.

Van _____ Voorheen _____
Voorname _____
Huidige adres _____

Hiermee eis ek die betaling van die voordeel wat my toekom uit die Voorsorgfonds om die volgende redes:—

- Werkgewer het my diens beëindig.
- Ek het kennis gegee.
- As gevolg van swak gesondheid ongeskik om aan te hou werk.
- Het die aftreleeftyd bereik.
- Daar word van my vereis om die gebied te verlaat.
(Haal deur wat nie van toepassing is nie.)

Ek het op _____ my diens beëindig.

Getuie _____ Handtekening _____
Datum _____

- LET WEL.—(1) Behalwe in die geval van fisiese ongeskiktheid of waar 'n lid die aftreleeftyd bereik het (55 vir vrouens of 65 vir mans) of daar van hom vereis word om die gebied te verlaat, kan betaling van die voordeel slegs gemaak word een jaar nadat die lid laas in diens was.
- (2) Wanneer 'n lid 'n voordeel eis op grond van ongeskiktheid, moet die volgende mediese sertifikaat deur 'n mediese praktisyn voltooi word.

DIE VOORSORGFONDS VIR DIE LEKKERGOED-
NYWERHEID (KAAP).

Mediese Sertifikaat van Ongeskiktheid.

Ek _____ woonagtig te _____

sertifiseer hierby dat ek _____
ondersoek het en van mening is dat hy/sy permanent ongeskik is om voort te gaan om in die lekkergoednywerheid te werk vanweë:—
(Beskryf hier die toestand wat die ongeskiktheid veroorsaak.) _____

(Datum.) _____

(Handtekening.) _____

(Kwalifikasie.) _____

AANHANGSEL C.

VOORSORGFONDS VIR DIE LEKKERGOEDNYWERHEID
(KAAP).

AAN:
Die Sekretaris,
Posbus 1536,
Kaapstad.

Telefoon: 36631.

19

MAANDELIKSE KENNISGEWING VAN VERANDERING
VAN GROEP I NA GROEP II.

VIR DIE MAAND GEËINDIG _____ 19 _____

Naam.	Ras.	Geslag.	Voorsorg- fonds No.	Datum van ver- andering van Groep I na Groep II.

Naam van firma _____

Adres _____

N.B.—Hierdie ingevulde vorm moet u maandelikse ongewa van

ANNEXURE B.

THE SWEETMAKING INDUSTRY (CAPE) PROVIDENT

Telegrams: "Factories", Cape Town. FUND.
Telefoon: 3-6631.
P.O. Box 1536, Cape Town.

Broadway Industries Centre,
Heerengracht,
Foreshore,
Cape Town.

The Secretary,
The Sweetmaking Industry (Cape), Provident Fund,
P.O. Box 1536, Cape Town.

APPLICATION FOR BENEFIT.

Surname _____ Formerly _____
First Names _____
Present Address _____

I hereby claim the payment of the benefit due to me from the Provident Fund for the following reasons:—

- Employer terminated my employment.
- I gave notice.
- Incapacitated by ill-health from continuing to work.
- Have reached the retiring age.
- I have been required to leave the area.

(Cross out whichever is inapplicable.)

The date of the termination of my employment was _____

Witness _____ Signature _____
Date _____

- NOTE.—(1) Except in the case of physical incapacity or where a member has reached the retiring age (55 for females or 65 for males) or has been required to leave the area, payment of benefit can only be made one year after the member was last employed.
- (2) When a member claims benefit on the grounds of incapacity the following medical certificate must be completed by a Medical Practitioner.

THE SWEETMAKING INDUSTRY (CAPE) PROVIDENT FUND.

Medical Certificate of Incapacity.

I _____ residing at _____

hereby certify that I have examined _____
and am of the opinion that he/she is permanently unfit to continue to work in the Sweetmaking Industry by reason of:—

(Here describe the condition causing incapacity.) _____

(Date.) _____

(Signature.) _____

(Qualification.) _____

ANNEXURE C.

SWEETMAKING INDUSTRY (CAPE) PROVIDENT FUND

To:
The Secretary,
P.O. Box 1536,
Cape Town.

Telephone: 36631.

19

MONTHLY NOTIFICATION OF CHANGE FROM GROUP I TO
GROUP II.

FOR THE MONTH ENDING _____ 19 _____

Name.	Race.	Sex.	Provident Fund No.	Date of change from Group I to Group II.

Name of Firm _____

Address _____

N.B.—This completed form should accompany your monthly

No. R. 1352.] [9 September 1966.
WET OP VAKLEERLINGE, 1944, SOOS GEWYSIG.

NASIONALE VAKLEERLINGSKAPKOMITEE VIR
DIE MOTORNYWERHEID.

VRYSTELLING VAN LOGBOEKVEREISTES.

Ek, MARAIS VILJOEN, Minister van Arbeid, handelende kragtens die bepalings van artikel 46 (1) van die Wet op Vakleerlinge, 1944, soos gewysig, verleen hierby vrystelling aan alle werkgewers in die Nywerheid en gebied waarvoor die Nasionale Vakleerlingskapkomitee vir die Motornywerheid ingestel is by Goewermentskennisgewing No. 316 van 13 Februarie 1953, ten opsigte van die vereistes van artikel 32 (3) (b) van gemelde Wet en regulasie 11 (d) van die regulasies daarkragtens uitgevaardig, in verband met die indiening van afskrifte van logboeke aan die Vakleerlingskapkomitee; met dien verstande dat elke sodanige werkgewer die logboeke ten opsigte van elke vakleerling in sy diens moet bewaar vir 'n tydperk van ses maande ná die datum waarop so 'n vakleerling se kontrak verstryk het, en voorts met dien verstande dat indien 'n vakleerling se kontrak na 'n ander werkgewer oorgeplaas word, die werkgewer van wie die kontrak oorgeplaas word, binne dertig dae vanaf die datum van registrasie van sodanige oordrag, afskrifte van die logboek wat die inskrywings bevat wat deur die vakleerlinge gemaak is, moet stuur aan die Sekretaris van die onderkomitee wat ingevolge artikel 11 (1) (a) van die Wet deur die Komitee vir die bepaalde gebied benoem is.

M. VILJOEN,
Minister van Arbeid.

No. R. 1356.] [9 September 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

SEILDOEK- EN TOUWERKNYWERHEID, KAAP.

HERNUWING VAN OOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 48 (4) (a) (ii), soos toegepas by artikel 48 (9), van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewing No. R. 56 van 10 Januarie 1964, van krag is vir 'n verdere tydperk van drie maande vanaf 11 September 1966.

M. VILJOEN,
Minister van Arbeid.

No. R. 1352.] [9 September 1966.
APPRENTICESHIP ACT, 1944, AS AMENDED.

NATIONAL APPRENTICESHIP COMMITTEE FOR
THE MOTOR INDUSTRY.

EXEMPTION FROM LOGBOOK REQUIREMENTS.

I, MARAIS VILJOEN, Minister of Labour, acting in pursuance of the provisions of section 46 (1) of the Apprenticeship Act, 1944, as amended, hereby exempt employers in the Industry and area for which the National Apprenticeship Committee for the Motor Industry was established by Government Notice No. 316 of the 13th February, 1953, from the requirements of section 32 (3) (b) of the said Act and regulation 11 (d) of the regulations framed thereunder, in regard to the transmission of copies of logbooks to the Apprenticeship Committee; provided that every such employer shall retain the logbooks in respect of every apprentice in his employ for a period of six months after the termination date of the latter's contract, and provided further that if an apprentice's contract is transferred to another employer, the employer from whom the contract is transferred shall within thirty days of the date of registration of such transfer forward copies of the logbook containing the entries made by the apprentice, to the Secretary of the Sub-Committee which has been appointed by the Committee in terms of section 11 (1) (a) of the Act for the area concerned.

M. VILJOEN,
Minister of Labour.

No. R. 1356.] [9 September 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

CANVAS AND ROPEWORKING INDUSTRY, CAPE.

RENEWAL OF AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii), as applied by section 48 (9), of the Industrial Conciliation Act, 1956, declare the provisions of Government Notice No. R. 56 of the 10th January, 1964, to be effective for a further period of three months as from the 11th September, 1966.

M. VILJOEN,
Minister of Labour.

INHOUD.

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