



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1120

Registered at the Post Office as a Newspaper

PRICE 10c PRYS

OVERSEAS 15c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 1120

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 46]

PRETORIA, 18 APRIL 1969
18 APRIL

[No. 2358

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 625 18 April 1969

**INDUSTRIAL CONCILIATION ACT, 1956
SWEETMAKING INDUSTRY, JOHANNESBURG
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 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 Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1, 2 and 5, 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 said Industry in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort) and that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 553 of 29 March 1956, fell within the Magisterial District of Johannesburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort) and that portion of the Magisterial

A—39046

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 625 18 April 1969

**WET OP NYWERHEIDSVERSOENING, 1956
LEKKERGOEDNYWERHEID, JOHANNESBURG
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 Lekkergoednywerheid betrekking het, 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 die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5, 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 is in genoemde Nywerheid in die landdrostdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermentskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrostdistrik Roodepoort geval het) en daardie gedeelte van die landdrostdistrik Kempton Park wat voor die publikasie van Goewermentskennisgewing 553 van 29 Maart 1956 binne die landdrostdistrik Johannesburg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing

1—2358

District of Kempton Park which prior to the publication of Government Notice 553 of 29 March 1956, fell within the Magisterial District of Johannesburg 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 Agreement, excluding those contained in clauses 1, 2 and 5 shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY, JOHANNESBURG

PROVIDENT FUND

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweetmaking Industry, Johannesburg.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Magisterial District of Johannesburg (excluding those portions which prior to the publication of Government Notices 2448, 521 and 1383 of 3 December 1954, 18 March 1955 and 11 September 1964, respectively, fell within the Magisterial District of Roodepoort) and that portion of the Magisterial District of Kempton Park which prior to the publication of Government Notice 553 of 29 March 1956, fell within the Magisterial District of Johannesburg, by all employers and employees engaged or employed in the Sweetmaking Industry, who are members of the Association and Union, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for a period of five years, or for such period as may be determined by him.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to that Act shall include any amendments of the Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"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 purpose 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;

"Council" means the Industrial Council for the Sweetmaking Industry, Johannesburg;

"establishment" means any premises in or in connection with which the Sweetmaking Industry is carried on;

en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die landdrostdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermmentskennisgewings 2448, 521 en 1383 van onderskeidelik 3 Desember 1954, 18 Maart 1955 en 11 September 1964, binne die landdrostdistrik Roodepoort geval het) en daardie gedeelte van die landdrostdistrik Kempton Park wat voor die publikasie van Goewermmentskennisgewing 553 van 29 Maart 1956 binne die landdrostdistrik Johannesburg geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigteen 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, JOHANNESBURG

VOORSORGSFONDS

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Sweet Industries Association (Transvaal)

(hieronder "die werkgewers" genoem), aan die een kant, en die Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Johannesburg.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms moet in die landdrostdistrik Johannesburg (uitgesonderd daardie gedeeltes wat voor die publikasie van Goewermmentskennisgewings 2448 van 3 Desember 1954, No. 521 van 18 Maart 1955 en No. 1383 van 11 September 1964 binne die landdrostdistrik Roodepoort geval het) en in daardie gedeelte van die landdrostdistrik Kempton Park wat voor die publikasie van Goewermmentskennisgewing 553 van 29 Maart 1956 binne die landdrostdistrik Johannesburg geval het, nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Lekkergoednywerheid en wat lede van onderskeidelik die Werkgewersorganisasie en die Vakvereniging is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, mag vasstel, en bly van krag vir 'n tydperk van vyf jaar, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en waar daar van dié Wet melding gemaak word, word ook alle wysigings van dié Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"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 bedryfsinrigtings wat fabriek is vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en omvat dit—

(a) die vervaardiging van enige produk of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit deur die werkgewers en werknemers wat lekkergoed vervaardig, gedoen word; en

(b) alle bedrywighede en werksaamhede, van enigteen van die werkgewers van sulke werknemers, wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of dié produkte of bestanddele;

"Raad" die Nywerheidsraad vir die Lekkergoednywerheid, Johannesburg;

"bedryfsinrigting" enige perseel in of in verband waarmee die Lekkergoednywerheid uitgeoefen word;

"experience" means the total period or periods of employment whether prior or subsequent to the date on which this Agreement came into force, which an employee has had in the Sweetmaking Industry;

"Fund" means the Provident Fund referred to in clause 4 (1) of this Agreement;

"fund week" means a week calculated from midnight between Friday and Saturday to midnight the next succeeding Friday and Saturday;

"member" or "member of the fund" means any person who contributes or has contributed to the Fund as an employee in terms of this Agreement;

"nominee" means any person appointed by a member to whom any benefits accruing to such member at the time of death shall be paid;

"original fund" means the Provident Fund established in terms of the Agreement published under Government Notice 477 of 29 March 1957;

"retiral age" means the age of 60 years;

"Secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary.

4. PROVIDENT FUND

(1) (a) There is hereby established a provident fund, known as the Provident Fund for the Sweetmaking Industry, Johannesburg, the purpose of which shall be to provide members with the benefits prescribed in the Agreement.

(b) The Fund shall consist of—

(i) contributions paid into the Fund in accordance with this clause of the Agreement;

(ii) interest derived from the investment of any moneys of the Fund;

(iii) any other sums to which the Fund may become entitled;

(iv) such moneys as the employees who were members of the original fund elect to pay voluntarily into the Provident Fund now established.

(2) The Fund shall be under the control of a management committee composing the representatives of the Council from time to time and their alternates. The Management Committee shall elect a chairman and vice-chairman from amongst its members and shall prescribe its own rules of procedure. Should the Management Committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(3) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund.

(4) The Management Committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (7) (b). The Management Committee shall have the power to appoint a public accountant, an actuary, a secretary and staff on such terms and conditions as it thinks fit and to vary such appointments.

(5) Contributions.—(a) All employees for whom wages are prescribed in any current Agreement of the Council which is binding under the Act, or in the absence of such Agreement in the last Agreement applicable to the Industry and having not less than a total of six months' experience in the Industry shall become members of the Fund and contribute on the following basis per week:—

Boiler attendant.....	4 cents.
Chauffeur.....	
Cloakroom attendant.....	
Labourer.....	
Mobile hoist operator, unqualified.....	5 cents.
Watchman.....	
Driver of a motor vehicle, part-time.....	
Mobile hoist operator, qualified.....	6 cents.
Clerk, factory, unqualified.....	
Driver, motor vehicle.....	
Grade 1 employee, unqualified.....	
Grade 2 employee, unqualified.....	13 cents.
Wrapper and or packer, unqualified.....	
Clerk, factory, qualified.....	
Despatch clerk, assistant.....	
Despatch clerk, female.....	13 cents.
Foreman, assistant, female.....	
Foreman, female.....	
Foreman, assistant, male.....	
Group leader.....	13 cents.
Grade 1, employee, qualified.....	
Grade 2, employee, qualified.....	
Handyman.....	
Storeman, assistant.....	13 cents.
Sweetmaker, unqualified.....	
Welfare officer.....	
Wrapper and/or packer, qualified.....	

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer voor of na die inwerkingtreedingsdatum van hierdie Ooreenkoms in die Lekkergoednywerheid gehad het;

"Fonds" die Voorsorgsfonds bedoel in klousule 4 (1) van hierdie Ooreenkoms;

"fondswcek" 'n week gereken vanaf middernag tussen Vrydag en Saterdag tot middernag die daaropvolgende Vrydag op Saterdag;

"lid" of "fondslid" iemand wat as 'n werknemer ingevolge hierdie Ooreenkoms tot die Fonds bydra of bygedra het;

"benoemde" iemand deur 'n lid aangewys, aan wie alle voordele wat aan sodanige lid by sy dood toeval, betaal moet word;

"oorspronklike fonds" die Voorsorgsfonds gestig ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 477 van 29 Maart 1957;

"aftree-ouderdom" die ouderom van 60 jaar;

"Sekretaris" die Sekretaris van die Raad en omvat dit ook enige beampste wat aangestel word om die Sekretaris te help.

4. VOORSORGSFONDS

(1) (a) Hierby word 'n voorsorgsfonds, bekend as die Voorsorgsfonds vir die Lekkergoednywerheid, Johannesburg, ingestel met die doel om die voordele voorgeskryf in die Ooreenkoms, aan lede te verskaf.

(b) Die Fonds bestaan uit—

(i) bydraes wat ingevolge hierdie klousule in die Fonds gestort word;

(ii) rente verkry uit die belegging van gelde van die Fonds;

(iii) ander bedrae waarop die Fonds geregtig mag word;

(iv) dié gelde wat die werknemers wat lede van die oorspronklike fonds was, verkies om vrywillig te stort in die Voorsorgsfonds wat nou gestig word.

(2) Die Fonds word beheer deur 'n bestuurskomitee wat van tyd tot tyd uit die verteenwoordigers van die Raad en hul plaasvervangers saamgestel word. Die Bestuurskomitee kies 'n voorsitter en ondervoorsitter uit sy lede en skryf sy eie reëls van prosedure voor. Indien die Bestuurskomitee om enige rede nie in staat is om sy pligte te verrig nie, moet die Raad daardie pligte verrig en die bevoegdhede daarvan uitoefen.

(3) Die Bestuurskomitee het die bevoegdheid om reëls wat die administrasie van die Fonds beheer, te maak, te wysig en te verander.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om gelde wat oorbly nadat aan lopende eise voldoen is, te belê soos in klousule 4 (7) (b) gemeld. Die Bestuurskomitee het die bevoegdheid om 'n openbare rekenmeester, 'n aktuaris, 'n sekretaris en personeel volgens die bepalings en op die voorwaardes wat hy geskik ag, aan te stel en om sulke aanstellings te wysig.

(5) Bydraes.—(a) Alle werknemers vir wie lone voorgeskryf word in 'n geldende Ooreenkoms van die Raad, wat ingevolge die Wet bindend is, of by gebrek aan sodanige Ooreenkoms, in die jongste Ooreenkoms wat op die Nywerheid van toepassing is, en 'n totaal van minstens ses maande ondervinding in die Nywerheid het, word lede van die Fonds en dra per week op onderstaande grondslag by:—

Ketelbediener.....	4 sent.
Chauffeur.....	
Kleedkamerbediende.....	
Arbeider.....	
Bediener van mobiele hystoestel, ongekwalifiseer.....	5 sent.
Wag.....	
Motorvoertuigbestuurder, deeltids.....	6 sent.
Bediener van mobiele hystoestel, gekwalifiseer.....	
Fabrieksklerk, ongekwalifiseer.....	6 sent.
Motorvoertuigbestuurder.....	
Werknemer, graad 1, ongekwalifiseer.....	
Werknemer, graad 2, ongekwalifiseer.....	
Toedraaier en/of verpakker, ongekwalifiseer.....	13 sent.
Fabrieksklerk, gekwalifiseer.....	
Assistent-versendingsklerk.....	
Versendingsklerk, vrou.....	
Assistent-voorman, vrou.....	
Voorvrou.....	
Assistent-voorman, man.....	
Groepleier.....	
Werknemer, graad 1, gekwalifiseer.....	
Werknemer, graad 2, gekwalifiseer.....	
Faktotum.....	
Assistent-pakhuisman.....	
Lekkergoedmaker, ongekwalifiseer.....	
Welsynsbeampste.....	
Toedraaier en/of verpakker, gekwalifiseer.....	

Artisan.....	} 17 cents.
Despatch, clerk, male.....	
Foreman, male.....	
Storeman.....	
Sweetmaker, qualified.....	

(b) Every employer shall on each pay-day deduct from the wages of each of his employees who is a member of the Fund an amount in accordance with clause 4 (5) (a) and to the aggregate of the amounts so deducted, he shall add an equal amount and forward not later than the fifteenth day of the following month, the total sum to the Secretary, or to such other place as the Management Committee may determine, together with a statement in accordance with the Annexure hereof.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the Fund, and the employer shall be responsible for accounting to the Fund for both his own and the employees' contributions.

(c) Contributions in respect of a member who receives wages for one day or more during any fund week shall be payable in respect of a whole week.

(d) When a member is on leave on full pay or pay less than full pay, both his own and the employer's contributions shall be continued.

(e) Where a member works short time, both his own and his employer's contributions shall be continued in accordance with paragraph (a) hereof.

(f) Where a member is employed by more than one employer in the Industry during a fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week, and may deduct the contribution due by such member from his earnings as provided in clause 4 (5) (b) and no further contributions shall be payable by or in respect of such member in respect of that week.

(g) An employer shall not deduct the whole or any part of his own contributions from the earnings of a member or receive any consideration from the member in respect of such contributions.

(h) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(i) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(i) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(ii) against any future benefits that may become due by the Fund to the said member.

(j) Any member who re-enters the Industry after having left and received benefit in terms of clause 4 (6) (a) hereof shall on production of evidence of previous membership of the Fund forthwith be re-admitted to membership but shall be regarded as a new member as from the date of re-admission; provided that if he repays to the Fund in cash the full amount which he received on leaving the Industry, the Management Committee shall have power to reinstate him with credit for his previous period of membership; provided further that he shall not be entitled to re-admission with credit for his previous contributions after an absence of six months from the Industry.

(k) A member who becomes re-engaged in the Industry without having received payment of benefit in terms of clause 4 (6) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit from his previous period of membership.

(6) *Benefits.*—(a) If a member leaves the Industry permanently for any reason other than indicated under paragraphs (b) and (c) hereof, he shall be entitled to the following benefits:—

(i) If the total number of his contributions does not exceed 104, the total amount contributed by him;

(ii) if the total number of his contributions exceeds 104 but does not exceed 156, the total amount contributed by him plus 10 per cent thereof;

(iii) if the total number of his contributions exceeds 156 but does not exceed 208, the total amount contributed by him plus 20 per cent thereof;

(iv) for each succeeding 52 contributions an additional 10 per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the Management Committee may pay moneys due to members in instalments over a period not exceeding six calendar months should members so desire.

Ambagsman.....	} 17 sent.
Versendingsklerk, man.....	
Voorman, man.....	
Pakhuisman.....	
Lekkergoedmaker, gekwalifiseer.....	

(b) Elke werkgever moet op elke betaaldag 'n bedrag, ooreenkomstig kousule 4 (5) (a), van die loon van elkeen van sy werknemers wat lid van die Fonds is, aftrek, en by die totale bedrae aldus afgetrek moet hy 'n gelyke bedrag voeg; hierdie totale bedrag, saam met 'n staat in die vorm van die Aanhangel hierby, moet op of voor die vyftiende dag van die daaropvolgende maand, aan die Sekretaris of sodanige ander plek as wat die Bestuurskomitee mag vasstel, gestuur word.

Dit is die werkgevers se verantwoordelikheid om te verseker dat bedrae van die lone van alle werknemers wat vir lidmaatskap van die Fonds in aanmerking kom, afgetrek word, en die werkgever moet aan die Fonds verantwoording doen van sy eie sowel as vir die werknemers se bydraes.

(c) Bydraes ten opsigte van 'n lid wat 'n loon vir een dag of meer gedurende 'n fondswEEK ontvang, is ten opsigte van die hele week betaalbaar.

(d) As 'n lid met volle betaling of minder as volle betaling met verlof is, moet daar met sowel sy eie bydraes as dié van sy werkgever voortgegaan word.

(e) Wanneer 'n lid korttyd werk, moet daar sowel met sy eie bydrae as dié van sy werkgever ooreenkomstig paragraaf (a) hiervan voortgegaan word.

(f) As 'n lid gedurende die fondswEEK vir meer as een werkgever in die nywerheid werk, moet die werkgever by wie hy laaste gedurende sodanige week in diens was sowel sy eie bydraes as dié deur die lid betaalbaar, ten opsigte van die hele week betaal, en kan hy die bydrae wat deur die lid betaalbaar is, van sy verdienste aftrek soos in kousule 4 (5) (b) bepaal; geen verdere bydrae is dan deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie.

(g) 'n Werkgever mag nie die hele of 'n deel van sy eie bydrae van die verdienste van sodanige lid aftrek of enige vergoeding ten opsigte van sodanige bydrae van die lid ontvang nie.

(h) As 'n bydrae per abuis in die Fonds-inbetaal word, is die Fonds nie aanspreeklik om dit na 'n tydperk van ses maande na sodanige inbetaling terug te betaal nie.

(i) As 'n voordeel per abuis aan 'n lid betaal word omdat hy bydraes wat nie betaalbaar was nie aan die Fonds betaal het, kan die Bestuurskomitee die bedrag van die betaalde voordeel soos volg aftrek:—

(i) Van 'n bedrag van die Fonds wat as terugbetaling van bydraes wat nie betaalbaar was nie, geëis is;

(ii) van enige toekomstige voordeel wat deur die Fonds aan genoemde lid verskuldig mag word.

(j) 'n Lid wat na die Nywerheid terugkeer nadat hy dit verlaat en die voordeel ooreenkomstig kousule 4 (6) (a) hiervan ontvang het, word by die voorlê van 'n bewys van vorige lidmaatskap onmiddellik weer tot lidmaatskap van die Fonds toegelaat, maar word vanaf die datum van hertoelating as 'n nuwe lid geag; met dien verstande dat as hy die volle bedrag wat hy by verlaten van die Nywerheid ontvang het, aan die Fonds in kontant terugbetaal, die Bestuurskomitee die bevoegdheid het om hom weer op te neem met krediet vir die tydperk van sy vorige lidmaatskap; voorts met dien verstande dat hy nie na 'n afwesigheid van ses maande uit die Nywerheid op hertoelating met krediet vir sy vorige bydraes geregtig is nie.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word, maar nie die voordeel ooreenkomstig kousule 4 (6) ontvang het nie, doen onmiddellik afstand van enige reg op die voordeel wat sy sou ontvang het as hy nie weer in diens geneem was nie, en kry krediet vir sy vorige tydperk van lidmaatskap.

(6) *Voordele.*—(a) Indien 'n lid die Nywerheid om enige ander rede as dié genoem in paragrafe (b) en (c) hiervan, vir goed verlaat, is hy op onderstaande voordele geregtig:—

(i) Indien die totale getal van sy bydraes hoogstens 104 is, die totale bedrag wat hy bygedra het;

(ii) indien die totale getal van sy bydraes meer is as 104 maar hoogstens 156, die totale bedrag wat hy bygedra het, plus 10 per sent daarvan;

(iii) indien die totale getal van sy bydraes meer is as 156 maar hoogstens 208, die totale bedrag wat hy bygedra het, plus 20 per sent daarvan;

(iv) vir elke 52 bydraes daarna 'n addisionele 10 persent tot 'n maksimum van 100 persent;

en die totale bedrag moet drie maande nadat hy die Nywerheid verlaat het, betaal word; met dien verstande dat die Bestuurskomitee, as lede dit verkies, gelde wat aan lede verskuldig is oor 'n tydperk van hoogstens ses kalendermaande in paaiemente kan betaal.

(b) If a member leaves the Industry on or after reaching retiral age and provided the total number of his contributions is 520 or more, or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age, and the Management Committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry, it shall grant such member benefits equal to the full amount of his own and the employer's contributions, plus five per cent for every completed 52 contributions made by him, such five per cent to be calculated on his own contributions only.

Should the total number of contributions of a member leaving the Industry on or after reaching retiral age be less than 520 then he shall only be entitled to payment in terms of paragraph (a) hereof.

(c) On proof, satisfactory to the Management Committee, of the death of a member, the Fund shall pay a lump sum equal to the aggregate amount of his own and the employer's contributions to a nominee appointed by the member before his death, or into the estate of the deceased member. In the event of the appointed nominee being dead at the time when payment of benefit is due, such benefit shall be paid into the estate of the deceased member. If the nominee is a minor, the Management Committee shall pay the benefit to such minor's legal guardian. Provided however that if the member has made 156 or more contributions at the time of his death, the Fund shall pay either the lump sum as stated in this paragraph or R50, whichever is the greater.

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the Fund, the Fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any, by which the aggregate amount calculated in terms of subclause 4 (6) (a) or (b) exceeds the total payments which have been made to the retired member.

The Management Committee shall be advised, in writing, of the appointment of a nominee or of any change in regard to such appointment and of the address of such nominee. If a deceased member shall have failed to advise the Management Committee, in writing, of the name and address of his nominee in terms of this subclause any benefit due in terms of this subclause shall be paid into the estate of such deceased member.

(d) A member who has made 520 contributions when he leaves the Industry, shall be paid a bonus as under for every 52 completed contributions made by him, according to his rate of contribution:—

Contribution p.w.	Bonus R
c	2.00
4	2.50
5	3.00
6	3.50
13	6.50
17	8.50

In the event of the member's contribution having varied, the contribution made for the greatest number of weeks in the 52 weeks immediately prior to the date of his leaving shall be the contribution determining the bonus payable.

Notwithstanding the date of the coming into operation of this Agreement, the bonus shall be payable to all employees who qualify for the bonus and who left the Industry after 31 December 1967.

The bonus shall be payable only six months after the employee leaves the Industry.

(e) If a member has received benefit to which he is not entitled under the provisions of this Agreement and the matter is not dealt with in the manner set out in paragraph (i) of clause 4 (5), he shall be liable to repay to the Fund the amount of the benefit so received; provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(f) Save as is provided in this subclause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any form of execution under a judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the Management Committee so determine.

(b) Indien 'n lid die Nywerheid op of na die aftreeouderdom verlaat, en met dien verstande dat die totale getal van sy bydraes 520 of meer is, of indien 'n lid verplig is om uit diens te tree as gevolg van ongeskiktheid voordat hy die aftreeouderdom bereik, en die Bestuurskomitee oortuig is daarvan dat die ongeskikte lid glad nie in staat is om 'n bestaan in die Nywerheid te maak nie, moet hy aan sodanige lid voordeel verleen wat gelyk is aan die volle bedrag van sy eie en van die werkgever se bydraes, plus vyf persent vir elke voltooide 52 bydraes wat hy betaal het, en die vyf persent moet slegs op sy eie bydraes bereken word.

Indien die totale getal bydraes van 'n lid wat die Nywerheid op of na die aftreeouderdom verlaat, minder as 520 is, is hy slegs op betaling ingevolge paragraaf (a) hiervan geregtig.

(c) As die Bestuurskomitee bevredigende bewys van die afsterwe van 'n lid ontvang, betaal die Fonds 'n ronde som wat gelyk is aan die totale bedrag van die lid en die werkgever se bydraes, aan 'n persoon wat die lid voor sy afsterwe benoem het; so nie, in die boedel van die afgestorwe lid. Ingeval die benoemde persoon voor die tyd wanneer die voordeel betaalbaar is, te sterwe kom, word sodanige voordeel in die boedel van die afgestorwe lid inbetaal. As die benoemde 'n minderjarige is, betaal die Bestuurskomitee die voordeel aan sodanige minderjarige se wetlike voog: Met dien verstande egter dat, as die lid ten tyde van sy afsterwe 156 of meer bydraes gemaak het, die Fonds of die ronde som soos in hierdie paragraaf bedoel of R50, naamlik die grootste bedrag, moet betaal.

Na 'n soortgelyke bewys van die dood van 'n werknemer wat sy diens verlaat en voordeel uit die Fonds ontvang het, betaal die Fonds aan 'n benoemde, of in die afgestorwe lid se boedel, soos bepaal in voorafgaande paragraaf, die bedrag, as daar een is, wat die totale bedrag, bereken ooreenkomstig subklousule 4 (6) (a) of (b), meer is as die bedrae wat reeds aan die afgetrede lid betaal is.

Die Bestuurskomitee moet skriftelik aan die aanstelling van 'n benoemde, van 'n verandering ten opsigte van sodanige aanstelling en van die adres van die benoemde in kennis gestel word. Indien 'n afgestorwe lid versuim het om ingevolge hierdie subklousule die naam en adres van die persoon wat hy benoem, aan die Bestuurskomitee te verstrek, word enige voordeel wat ingevolge hierdie subklousule aan hom verskuldig is, in die boedel van die afgestorwe lid inbetaal.

(d) 'n Lid wat 520 bydraes gemaak het wanneer hy die Nywerheid verlaat, moet 'n bonus soos hieronder gemeld, betaal word vir elke 52 voltooide bydraes deur hom gemaak ooreenkomstig sy bydraeskaal:—

Bydrae, p.w.	Bonus R
c	2.00
4	2.50
5	3.00
6	3.50
13	6.50
17	8.50

Ingeval die lid se bydraes gewissel het, moet die bydrae vir die grootste getal weke in die 52 weke onmiddellik voor die datum waarop hy die Nywerheid verlaat, geag word die bydrae te wees wat die betaalbare bonus bepaal.

Afgesien van die datum waarop hierdie Ooreenkoms in werking tree, is die bonus betaalbaar aan alle werknemers wat daarvoor kwalifiseer en wat die Nywerheid na 31 Desember 1967 verlaat het.

Die bonus is alleenlik na verloop van ses maande nadat die werknemer die Nywerheid verlaat het, betaalbaar.

(e) Indien 'n lid 'n voordeel ontvang het wat hom ingevolge die bepalings van hierdie Ooreenkoms nie toekom nie, en die saak nie soos in paragraaf (i) van klousule 4 (5) voorgeskryf, behandel word nie, is hy aanspreeklik om die bedrag wat op hierdie manier ontvang is, aan die Fonds terug te betaal; met dien verstande dat, indien die Bestuurskomitee meen dat dit onbillik sal wees om in 'n besondere geval terugbetaling van die hele bedrag van die voordeel te eis, hy na goedgeken kan eis dat 'n kleiner bedrag terugbetaal word of die lid van terugbetaling van die hele bedrag kan vryskeld.

(f) Behoudens die bepalings van hierdie subklousule, kan geen voordeel of reg tot voordeel oorgemaak, oorgedra of op enige ander wyse gesedeer, verpand of verbind word nie; ook is geen bydrae wat deur of namens 'n lid gemaak word, onderworpe aan beslaglegging of aan enige vorm van eksekusie kragtens 'n vonnis of 'n bevel van 'n gereghof nie, en as 'n lid 'n poging aanwend om 'n voordeel of reg tot voordeel oor te maak, oor te dra, of op 'n ander wyse te sedgeer, te verpand of te verbind, kan die betaling van die voordeel weerhou of tydelik of geheel en al gestaak word, indien die Bestuurskomitee aldus besluit.

(g) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this subsection shall not be reduced by reason of any payment that may be made under any such law.

(h) On admission to the Fund a member shall submit a birth certificate or such other proof of age as is satisfactory to the Management Committee.

If any benefit due and payable, other than to a nominee appointed in terms of subclause (6) (c) of this clause, is not claimed within two years from the due date thereof, the Management Committee shall within three months of the expiration of the said period of two years, cause to be published in two issues of a local English language and a local Afrikaans language daily newspaper, at intervals of three consecutive weeks, a notice stating that a list of all persons who have not claimed their benefits within the period of two years stated above, is available for inspection at the offices of the Council, and of the trade union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement, and to furnish full details of the grounds on which such claims are made.

The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the members, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefit due to him shall be forfeited to the Fund: Provided, however, that the Management Committee shall consider any claim that may be made by any such employee after the expiration of the said period and may in its discretion make an *ex gratia* payment from the funds of the Provident Fund to such employee. The Secretary shall send to the trade union aforesaid, the list herein referred to which list shall state the name, and last known place of work of the member and the benefit due.

(i) An employee who was a member of the original fund and who elected to pay any money voluntarily into the Fund in terms of subclause 1 (b) (iv) shall be credited with contributions equivalent to moneys so paid in as though such contributions had been paid by him into the new Fund.

(7) Finance.—(a) The moneys accruing to the Fund shall be paid into a bank or banks or buildings society or societies or current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint.

(b) Any moneys not required to meet current payments shall be invested in:—

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

(ii) National Savings Certificates;

(iii) Post Office savings accounts or certificates;

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

or in any other manner approved by the Industrial Registrar, at the discretion of the Management Committee, which may vary such securities as it may from time to time determine.

(8) An actuary shall at such times as the Management Committee in its discretion may require, conduct investigations into the Fund, and a valuation of the liabilities of the Fund, and shall make a report thereon to the Management Committee and shall make a recommendation for the declaration of a bonus or creation of a reserve for additional benefits.

(9) The Management Committee shall, if it deems fit, declare a bonus based on the recommendations of the actuary, and any bonus so declared shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to the benefits prescribed in clause 4 (6) of this Agreement, or shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 4 (6) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry, of such member.

(10) (a) The Secretary of the Management Committee shall, as soon as possible after 31 December each year prepare statements in a suitable manner showing the position of the Fund as at that date. The statements shall be audited by a public accountant appointed by the Management Committee and shall be submitted to the Council.

(g) Niks in hierdie Ooreenkoms raak op enige wyse die reg van 'n lid of sy afhanklikes om skadevergoeding te eis vir werkmans wat weens 'n ongeval wat voortspruit uit, of wat plaasvind gedurende hul diens, beseer of gedood word nie, en die bedrag ooreenkomstig hierdie subartikel betaalbaar, mag nie weens 'n betaling wat kragtens sodanige wet gedoen mag word, verminder word nie.

(h) By toelating tot die Fonds moet die lid 'n geboortesertifikaat of 'n ander bewys van ouderdom, wat die Bestuurskomitee as bevredigend ag, indien.

Indien enige verskuldigde en betaalbare voordeel, uitgesonderd dié aan 'n benoemde aangestel ingevolge die bepalings van subklousule (6) (c) van hierdie klousule, nie binne twee jaar na die valdatum daarvan geëis word nie, moet die Bestuurskomitee binne drie maande na afloop van genoemde tydperk van twee jaar, in twee uitgawes van 'n plaaslike Engelse en 'n plaaslike Afrikaanse dagblad, met tussenpose van drie agtereenvolgende weke, 'n kennisgewing laat publiseer waarin vermeld word dat 'n lys van alle persone wat nie hulle voordeel binne die tydperk van twee jaar hierbo genoem, geëis het nie, by die kantore van die Raad en van die vakvereniging wat 'n party by die Ooreenkoms is, ter insae lê, en waarin alle belanghebbende persone versoek word om eise om sodanige voordeel binne 'n tydperk van drie maande vanaf die datum van die laaste plasing van die kennisgewing in te dien, en om volle besonderhede van die gronde waarop sodanige eis ingestel word, te verstrek.

Die Bestuurskomitee moet op die volgende vergadering na die laaste datum waarop eise ingedien mag word, sodanige eise oorweeg, en aan enige persoon of persone wat eise ingedien het op die wyse hierin voorgeskrywe, die bedrag (maar hoogstens die volle voordeel wat aan die lid verskuldig is) wat hy dienstig ag, min die advertensiekoste, betaal; indien geen eis deur of namens die persoon wie se naam op die lys voorkom, ingestel word nie, word enige voordeel wat aan hom verskuldig is, aan die Fonds verbeur; met dien verstande egter dat die Bestuurskomitee 'n eis wat 'n werknemer na die verstryking van die gemelde tydperk mag instel, moet oorweeg en na goedvinde 'n *ex gratia*-bedrag uit die fondse van die Voorsorgfonds aan sodanige werknemer mag betaal. Die Sekretaris moet aan genoemde vakvereniging die lys wat hierin genoem word, stuur, en die naam en die laaste bekende werkplek van die lid en die verskuldigde voordeel moet in die lys gemeld word.

(i) 'n Werknemer wat lid van die oorspronklike fonds was en wat verkies het om ooreenkomstig subklousule 1 (b) (iv) vrywillig 'n bedrag in die Fonds te stort, moet met bydraes wat die ekwivalent is, van die bedrag aldus gestort, gekrediteer word asof hy sodanige bydraes aan die nuwe Fonds betaal het.

(7) Finansies.—(a) Die gelde wat aan die fondse toeval, moet op lopende of depositorekening by 'n bank of banke of 'n bouvereniging of bouverenigings inbetaal word, en alle tjeks moet deur dié persone wat die Bestuurskomitee mag aanstel, geteken word.

(b) Alle geld wat nie gebruik word om lopende betalings te dek nie, moet belê word in:—

(i) Staatseffekte van die Republiek van Suid-Afrika of effekte van 'n plaaslike bestuur;

(ii) Nasionale Spaarsertifikate;

(iii) Opspaarbankrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander wyse wat die Nywerheidsregistrator goedgekeur, na goedvinde van die Bestuurskomitee wat dié sekuriteite soos hulle van tyd tot tyd mag vasstel, mag verander.

(8) 'n Aktuaris moet op dié tye wat die Bestuurskomitee na goedvinde mag vereis, 'n ondersoek instel na die Fonds en 'n waardering van die Fonds se laaste opstel en verslag aan die Bestuurskomitee daaroor doen en aanbevelings doen vir die verklaring van 'n bonus of die skepping van 'n reserwe vir addisionele voordele.

(9) Indien die Bestuurskomitee dit goedgevind mag hy 'n bonus verklaar, gegrond op die aanbeveling van die aktuaris, en 'n bonus wat aldus verklaar word, word aan die bydraes se rekenings gekrediteer en is terselfdertyd as en benewens die voordele voorgeskryf in klousule 4 (6) van hierdie Ooreenkoms aan sodanige lede betaalbaar, of as hy dit dienstig ag, 'n geldelike reserwe skep vir die betaling van addisionele voordele aan lede wat ooreenkomstig klousule 4 (6) (b) verplig is om uit die Nywerheid te tree. Sulke addisionele voordele moet gegrond word op 'n formule wat deur die Raad goedgekeur word en in verhouding tot die diensydperk van sodanige lid in die Nywerheid staan.

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou moontlik na 31 Desember van elke jaar state op 'n geskikte wyse opstel wat die stand van die Fonds op daardie datum aantoon. Die staat moet deur 'n openbare rekenmeester, wat die Bestuurskomitee moet aanstel, geouditeer en aan die Raad voorgelê word.

(b) The audited consolidated statements and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar within three months after the close of the period covered thereby.

(c) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

(d) The Management Committee shall cause to be issued as soon as possible after 31 December each year a certificate to each member reflecting the aggregate amount contributed by him up to that date. Any member wishing to dispute the correctness thereof shall do so within 60 days of the date of the certificate after which the Management Committee shall not be obliged to consider it.

(11) *Liquidation.*—In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or any other cause and a subsequent Agreement providing for the continuation of the Fund not being negotiated within a period of 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original fund was created, the Fund shall be liquidated as though all members had left the Industry. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent Agreement, be administered by the Management Committee.

(12) In the event of the dissolution of the Council or in the event or it ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall continue to administer the Fund and the members of the Committee existing at that date shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the trade, as the case may be, so as to ensure equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and who shall possess all the powers of the Committee for such purposes. If there is no Council in existence upon the expiry of the Agreement, the Fund shall be liquidated by the Committee or the Trustee, as the case may be, as though all the members had left the Industry.

(13) Upon liquidation of the Fund in terms of subclause (11) or (12) above the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

5. AGENTS

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of each employer to permit such persons to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

6. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

The members of the Management Committee and their alternates shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates by reason of any other matter or thing save individual wilful and fraudulent wrongdoing on the part of such members or alternates who are sought to be made liable. Any such member or alternate

(b) Die geouditeerde, gekonsolideerde state en die openbare rekenmeester se verslag hieroor moet by die hoofkantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrateur gestuur word.

(c) Alle onkoste wat by die administrasie van die Fonds aangegaan word, word teen die Fonds gedebiteer.

(d) Die Bestuurskomitee moet so gou moontlik na 31 Desember van elke jaar 'n sertifikaat aan elke lid laat uitreik wat die totale bedrag wat hy op daardie datum bygedra het aantoon. Enige lid wat die korrektheid daarvan wil betwis, moet dit binne 60 dae na die datum op die sertifikaat doen; daarna is die Bestuurskomitee nie verplig om dit te oorweeg nie.

(11) *Likwidasie.*—Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk weens tydverloop of weens 'n ander oorsaak en 'n later ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of ingeval die Raad nie die Fonds binne sodanige tydperk na 'n ander fonds oordra nie wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds ingestel is, moet die Fonds gelikwider word asof al die lede die Nywerheid verlaat het. Die Fonds moet gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, deur die Bestuurskomitee geadminestreer word.

(12) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk wat hierdie Ooreenkoms ingevolge die Wet bindend is moet die Bestuurskomitee wat as dan bestaan, aanhou om die Fonds te administreer, en die lede van die Komitee wat op daardie datum bestaan, word vir dié doel geag lede daarvan te wees; met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrateur gevul kan word uit die geledere van die werkgewers en die werknemers in die Nywerheid, na gelang van die geval, en wel op so 'n manier dat daar verseker word dat daar ewe veel werkgewers- en werknemersvertegenwoordigers in die Komitee is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat dit na die mening van die Registrateur ondoenlik of onwenslik maak om die Fonds te administreer, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Komitee. Indien daar by die verstryking van die Ooreenkoms geen Raad bestaan nie, moet die Komitee of die trustee, na gelang van die geval, die Fonds gelikwider asof al die lede die Nywerheid verlaat het.

(13) By die likwidasie van die Fonds ingevolge subklousule (11) of (12) hierbo, moet die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word, en as die sake van die Raad reeds afgewikkel en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

5. AGENTE

Die Raad moet een of meer persone as agente benoem om behulpsaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om dié persone toe te laat om sy bedryfsinrigting binne te gaan en om dié navrae te doen en dié dokumente, boeke, betaalstate, loonkoevertes en loonkaarte te ondersoek en dié persone te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

6. VRYSTELLING

Die Raad kan om enige goeie of regsgeldige rede aan of ten opsigte van 'n persoon, voorwaardelik of andersins, vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

Die lede van die Bestuurskomitee en hul plaasvervangers kan nie aanspreeklik gehou word nie vir enige verlies wat die Fonds ly weens enige onbehoorlike belegging te goeder trou gedoen, of weens die naligheid of bedrog van enige agent of werknemer wat in diens mag wees, al was die diens van sodanige agent of werknemer streng gesproke nie nodig nie, of weens enige handeling of versuim wat te goeder trou deur sodanige lede of plaasvervangers gedoen is, of weens enige ander saak of ding, uitgesonderd 'n individuele moedswillige en onregmatige daad aan die kant van sodanige lede of plaasvervangers wat verantwoordelik gehou word. Enige sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir enige aanspreeklikheid deur

R. A. H. BENNETT, *Chairman.*
H. CORNELIUS, *Vice-Chairman.*
W. B. FLOWERS, *Secretary.*

R. A. H. BENNETT, *Voorsitter*.
H. CORNELIUS, *Ondervoorsitter*.
W. B. FLOWERS, *Sekretaris*.

SWEETMAKING INDUSTRY (JOHANNESBURG) PROVIDENT FUND

Employer _____ Month _____ 19____

AANHANGSEL A

VOORSORGSFONDS VAN DIE LEKKERGOEDNYWERHEID, JOHANNESBURG

Werkgever _____ Maand _____ 19 _____

CONTENTS

No.	PAGE
Labour, Department of	
GOVERNMENT NOTICE	
R. 625. Industrial Conciliation Act, 1956: Sweet-	
making Industry, Johannesburg: Provident	
Fund Agreement	1

INHOUD

No.	BLADSY
Arbeid, Departement van GOEWERMENTSKENNISGEWING R. 625. Wet op Nywerheidsversoening, 1956: Lekkergoednywerheid, Johannesburg: Voorsorgfondsooreenkoms	1