



REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

## STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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25 OKTOBER 1974

### GOVERNMENT NOTICE

#### DEPARTMENT OF LABOUR

No. R. 1899 25 October 1974

#### 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 the provisions of the Agreement which appears in the Schedule hereto which relates to the Sweetmaking Industry shall be binding, with effect 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 said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 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 areas specified in clause 1 (1) (b) of the said Agreement; and

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

M. VILJOEN, Minister of Labour.

29155—A

### GOEWERMENSKENNISGEWING

#### DEPARTEMENT VAN ARBEID

No. R. 1899 25 Oktober 1974

#### WET OP NYWERHEIDSVERSOENING, 1956

#### LEKKERGOEDNYWERHEID, KAAP.—VOORSORG-FONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, met ingang van 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paraagraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifieer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

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

M. VILJOEN, Minister van Arbeid.

4465—1

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE SWEETMAKING INDUSTRY (CAPE)

## AGREEMENT

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

Western Cape Sweet Manufacturers' Association (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

(1) The terms of this Agreement shall be observed in the Production Section of the Sweetmaking Industry—

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

(b) in the Magisterial Districts of The Cape, Wynberg, Goodwood and Bellville, in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which prior to 2 March 1962 fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Somerset West which prior to 9 March 1973 (Government Notice 173 of 9 February 1973) fell within the Magisterial District of Wynberg.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall apply 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 on 19 September 1966 was, or thereafter became, 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 in terms 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 section 48 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 the Minister.

## 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; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the Industrial Council for the Sweetmaking Industry (Cape);

"employers' contribution" means in relation to any member the like amount contributed by the employer in terms of clause 9 (2);

"fund" means the Sweetmaking Industry (Cape) Provident Fund continued by and under this Agreement;

"Main Agreement" means the last published agreement of the Council which prescribes wages for employees employed in the Sweetmaking Industry;

"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;

"members' contribution" means the total amount contributed by a member in terms of clause 9 (1);

"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

## BYLAE

## DIE NYWERHEIDSRAAD VIR DIE LEKKERGOED-NYWERHEID (KAAP)

## OOREENKOMS

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

Western Cape Sweet Manufacturers' Association (hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Western Province Sweet Workers' Union

(hieronder die "werknelmers" 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

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknelmers wat lede van die vakvereniging is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Goodwood en Bellville, in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermentskennisgiving 283 van 2 Maart 1962 binne die landdrosdistrik Bellville gevall het, in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgiving 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville gevall het, en in daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgiving 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg gevall het.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing op alle werknelmers in diens in die Produksieafdeling van die Lekkergoednywerheid vir wie lone in klousule 4 van die Hoofooreenkoms voorgeskryf word: Met dien verstande dat die bepalings van hierdie Ooreenkoms nie van toepassing is op 'n werknelmer wat op 19 September 1966 'n deelnemer van 'n lid was, of daarna word, van enige ander fonds wat pensioen- en/of voorsorgvoordele verskaf nie, en wat op gemelde datum reeds bestaan en waarvan die werkgewer van so 'n werknelmer op gemelde datum 'n deelnemer is nie, of op die werkgewer van so 'n werknelmer nie, alleenlik gedurende die tydperk wat sodanige fonds voortgaan om te funksioneer en die werkgewer sowel as die werknelmer deelnemer daarvan is, indien, na die mening van die Raad, die voordele wat sodanige fonds voorsien, in die geheel nie minder gunstig is as die voordele wat verskaf word deur die Fonds ingevolge hierdie Ooreenkoms nie.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, mag bepaal, en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat die Minister mag vasstel.

## 3. WOORDOMSKRYWING

Tensy die teenoorgestelde blykbaar bedoel word, het alle uitdrukkings wat in die Ooreenkoms gebesig word en waarvan die betekenis in die Wet of die Hoofooreenkoms omskryf word, dieselfde betekenis as in die 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, 1956;

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

"werkgewer se bydrae" in verband met 'n lid die gelyke bedrag wat die werkgewer ingevolge klousule 9 (2) bydra;

"vasgestelde datum" die datum waarop hierdie Ooreenkoms in werking tree;

"fonds" die Voorsorgfonds vir die Lekkergoednywerheid (Kaap), kragtens hierdie Ooreenkoms voortgesit;

"Hoofooreenkoms" die jongste gepubliseerde ooreenkoms van die Raad waarin lone voorgeskryf word vir werknelmers wat in die Lekkergoednywerheid werkzaam is.

"lid" of "lid van die fonds" of "bydraer" 'n werknelmer wat ooreenkomstig klousule 7 'n lid van die fonds is of verplig is om tot die fonds by te dra;

"lid se bydrae" die totale bedrag ingevolge klousule 9 (1) deur 'n lid bygedra;

"Produksieafdeling van die Lekkergoednywerheid" dié afdeling van die Lekkergoednywerheid waarin grondstowwe verwerk en werkzaamhede met die hand of 'n masjiën verrig word vir die

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) mass-measuring 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 dispatching of goods and shall include any clerical duties incidental thereto;
- (21) receiving, storing and issuing of employees' clothing and/or articles in a chancery room;
- (22) delivering of goods by means of a motor vehicle or other motor-propelled vehicle;
- (23) guarding of premises or other property.

"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;

#### 4. PROVIDENT FUND

(1) The fund established under Government Notice R. 1336 of 9 September 1966, and known as the Sweetmaking Industry (Cape) Provident Fund is hereby continued for the purpose of providing benefits to contributors as set out in this Agreement.

(2) The fund shall consist of—

- (a) any moneys standing to the credit of the fund as at the date of coming into operation of this Agreement;
- (b) contributions paid into the fund in accordance with the provisions of this Agreement;
- (c) interest derived from the investment of any moneys of the fund; and
- (d) any other moneys to which the fund may become entitled.

#### 5. ADMINISTRATION OF FUND

(1) The administration of the fund shall be vested in the Council.

(2) The expenses of administering the fund shall be a charge upon the fund.

(3) 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.

maak van lekkergoed, en hierby is inbegrepe enigeen van of al die volgende werkzaamhede wat in of in verband met die afdeling plaasvind:

- (1) Goedere vir voorraad verpak;
  - (2) artikels in houers verpak of plaat;
  - (3) pakkies of sakke toemaak;
  - (4) lekkergoed sorteer;
  - (5) papier- of kartonsnymasjien of kerfmasjien bedien;
  - (6) massameet of meet;
  - (7) lekkergoed, kissies of pakkette toedraai;
  - (8) houtkissies of ander houers maak of aanmekaarsit;
  - (9) artikels dra, oplig, stapel of verskuif;
  - (10) kissies, sakke of ander houers merk, brandmerk, sjabloon of etiketteer;
  - (11) kissies, sakke of ander houers oop- of toemaak;
  - (12) 'nystoestel of goederehyser bedien;
  - (13) persele of diere of masjinerie, bakke, panne, blikke, kissies, vorms, implemente, gereedskap, gerei, meubels, voertuie of ander artikels was of andersins skoonmaak;
  - (14) papier, sellulosefilm- of soortgelyke materiaal sny;
  - (15) bestellings bymekarmaak;
  - (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 stoer of pakhuis ontvang en/of bêre of goedere uit 'n stoer of pakhuis aan die verbruksafdelings in 'n bedryfsinrichting aflewer of goedere versend, en sluit in alle klerklike pligte wat daarby hoort;
  - (21) werknemers se klere en/of artikels in 'n kleedkamer ontvang, bêre en uitreik;
  - (22) goedere met 'n motorvoertuig of ander motor aangedrewe voertuig aflewer;
  - (23) persele of ander eiendom bewaak.
- "aftreeleeftyd" 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 bedryfsinrichtings wat fabriek is vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en dit omvat—
- (a) die vervaardiging van enige kommoditeit of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit uitgeoeft word deur die werkgewers en werknemers wat die vervaardiging van lekkergoed beoefen; en
  - (b) alle bedrywigheide en werkzaamhede wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of die kommoditeit of bestanddeel wat deur enige van die werkgewers van sodanige werknemers beoefen word.

#### 4. VOORSORGFONDS

(1) Die fonds wat ingestel is by Goewermentskennisgewing R. 1336 van 9 September 1966, en wat bekend staan as die Voorsorgfonds vir die Lekkergoednywerheid (Kaap) word hierby voortgesit ten einde aan die bydraers bystand te verleen soos in hierdie Ooreenkoms uiteengesit.

(2) Die fonds bestaan uit—

- (a) enige geld wat op die datum van inwerkingtreding van hierdie Ooreenkoms op die krediet van die fonds staan;
- (b) bydraes wat ooreenkomsdig die bepalings van die Ooreenkoms in die fonds gestort word;
- (c) rente wat uit die belegging van enige geld van die fonds verkry word; en
- (d) enige ander geld waarop die fonds geregig mag word.

#### 5. ADMINISTRASIE VAN FONDS

(1) Die administrasie van die fonds berus by die Raad.

(2) Die administrasiekoste van die fonds word deur die fonds gedra.

(3) Die Raad beskik oor die bevoegdheid—

- (a) om alle betalings en uitgawes 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 werkzaamhede;
- (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 geld van die fonds ooreenkomsdig die bepalings van klosule 6;
- (e) om alle ander pligte wat die Raad nodig of wenslik ag vir die behoorlike administrasie van die fonds, uit te voer.

(4) 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
- (v) 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 30 June and 31 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

(1) Every employee who 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.

(2) When an employee is re-employed in the Industry 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, such employee shall, subject to the proviso to sub-clause (5) of this clause, be deemed to be a member of the fund, with full credit for the contributions paid by him and on his behalf for his previous period of membership, and be liable to contribute from the date on which he is so re-employed.

(3) Notwithstanding anything to the contrary in this clause, no employee who enters the Industry for the first time after the age of 50, in the case of females and 55 in the case of males, shall be admitted to membership of the fund.

(4) A member of the fund who has reached the retiring age may, if his employer agrees to retain him in employment, elect to continue to be a member of the fund and to contribute.

(5) 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 subclause (3) 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.

(6) 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 have resumed membership and to be liable to contribute to the fund as from the date he is so re-employed.

(4) Drie kopieë van die reëls wat deur die Raad aangeneem is en enige wysings daarvan moet by die Sekretaris ingedien word en hy moet een kopie daarvan aan die Sekretaris van Arbeid stuur.

## 6. FINANSIES

(1) Alle geld wat deur die fonds ontvang word, moet in 'n bankrekening wat in die naam van die fonds oopgemaak word, gedeponeer word. 'n Ampelike kwitansie moet uitgereik word vir alle gelde wat deur die fonds ontvang word en opvragings uit die fonds geskied per tsek 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) pospaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandeles of vaste deposito's in bougenootskappe of banke; of
- (v) 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 halfjaarlike 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 30 Junie en 31 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 Nywerheidsregister 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 BYDRAES

(1) Iedere werknemer wat 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.

(2) Wanneer 'n werknemer weer in die nywerheid in diens geneem word en hy vóór die datum waarop hy weer in diens geneem word minstens ses maande onafgebroke diens in die nywerheid gehad het, word hy, behoudens die bepalings van subklousule (vi) van hierdie klousule, 'n lid van die fonds te wees, met volle kredit vir die bydraes geag vir sy vorige tydperk van lidmaatskap deur hom of namens hom betaal, en aanspreeklik om by te dra vanaf die datum waarop hy aldus weer in diens geneem word.

(3) 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.

(4) '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) Wanneer die diens van 'n lid beëindig is en hy aansoek gedoen het om voordele en dit aan hom uitbetaal is ooreenkomsdig hierdie Ooreenkoms en hy daarna weer in die Nywerheid in diens geneem word, word sodanige lid vir doeleindes van hierdie Ooreenkoms en behoudens die bepalings van subklousule (3) geag vir die eerste keer tot die Nywerheid toe te getree het met ingang van die datum waarop hy aldus 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, sodanige werknemer as 'n lid van die fonds kan herstel met volle kredit vir die bydraes deur hom en namens hom betaal vir sy vorige tydperk van lidmaatskap.

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

(7) 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

(1) Every employer shall within 14 days of the date of coming into operation of this Agreement, if he has not already done so in terms of a previous agreement of the Council and every employer to whom this Agreement becomes applicable at some later date shall within 14 days of that date forward to the Secretary a statement of all employees in his employ.

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.

(2) Every employer shall monthly not later than the seventh 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 subclause (1);
- (b) employees whose employment with him was terminated and the date of such terminations;
- (c) employees who during the month completed six months continuous employment with him;
- (d) employees who were entitled to no remuneration for any week.

(3) Every employer shall monthly not later than the seventh 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 clause 9 (1), changed during any month, and the date of such change.

(4) The Secretary shall maintain a record card in respect of each employee, on which shall be recorded the particulars referred to in subclause (1), (2) and (3) of this clause.

(5) For the purposes of this clause the term "continuous employment" shall have the meaning assigned to it in clause 7 (7).

#### 9. CONTRIBUTIONS

(1) *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 10c;
- (b) *Group II.*—In the case of an employee earning a wage in excess of R12 per week, the sum of 20c.

(2) *Employers' contributions.*—To the amount deducted in terms of subclause (1) 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.

#### 10. AMOUNT OF BENEFIT

(1) *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 Industry established to the satisfaction of the Council in accordance with the provisions of subclause (3) 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.

(2) *Retirement benefits.*—Where a contributor reaches the retiring age the benefit payable shall be as set out in subclause (1) provided that if such contributor has been employed in the Industry for at least five years, the amount payable in terms of subclause (1) shall be doubled.

(3) *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

(7) Vir doeleindes van berekening van onafgebroke diens, word 'n werknemer geag in diens te gewees het gedurende enige jaarlike vakansie toegestaan ooreenkomstig die Hoofooreenkoms, 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

(1) Iedere werkewer wat binne 14 dae na die datum van inwerkingtreding van hierdie Ooreenkoms, indien hy dit nie reeds ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie en iedere werkewer op wie hierdie Ooreenkoms van toepassing word op 'n later datum, moet binne 14 dae na daardie datum 'n staat van al die werknemers in sy diens aan die Sekretaris stuur.

Sodanige staat moet ten opsigte van sodanige werknemers aandui—

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

(2) Iedere werkewer moet maandeliks nie later as die sewende van die volgende maand, 'n staat in die vorm van Aanhangesel A van 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 (1) bedoel word;
- (b) werknemers wie se diens by hom beëindig is en die datum van sodanige diensbeëindigings;
- (c) werknemers wat gedurende die maand ses maande onafgebroke diens by hom voltooi het;
- (d) werknemers wat gedurende enige week op geen besoldiging geregtig was nie.

(3) Iedere werkewer moet maandeliks nie later as die sewende van die volgende maand nie, 'n staat in die vorm van Aanhangesel C van hierdie Ooreenkoms aan die Sekretaris stuur, wat werknemers wie se bydrae groep, soos bedoel in klosule 9 (1), gedurende die maand verander het en die datum van sodanige verandering, aandui.

(4) Die Sekretaris moet 'n rekordkaart ten opsigte van elke werknemer hou, waarop die besonderhede bedoel in subklousules (1), (2) en (3) van hierdie klosule, aangeteken moet word.

(5) Vir doeleindes van hierdie klosule het die uitdrukking "onafgebroke diens" die betekenis wat in klosule 7 (7) daarvan geheg is.

#### 9. BYDRAES

(1) *Lid se bydrae.*—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 dié 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 R12 per week of minder verdien, die bedrag van 10 cent;
- (b) *Groep II.*—In die geval van 'n werknemer wat 'n loon van meer as R12 per week verdien, die bedrag van 20 cent.

(2) *Werkewer se bydrae.*—By die bedrag wat afgetrek word ooreenkomstig subklousule (1) moet die werkewer 'n gelyke bedrag bydra en elke maand voor of op die sewende dag van die volgende maand, die totale bedrag aan die Sekretaris van die Raad stuur.

#### 10. BEDRAG VAN VOORDEEL

(1) *Opragingsvoordeel.*—Die voordeel aan 'n lid betaalbaar wie se diens in die nywerheid beëindig word om enige rede behalwe aftrede by bereiking van die aftreeleeftyd of as gevolg van sy permanente fisiese ongesiktheid om voort te gaan met werk in die Nywerheid, tot tevredenheid van die Raad vasgestel ooreenkomstig die bepalings van subklousule (3), 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 bydrae;

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

(2) *Voordele by aftrede.*—Wanneer 'n bydraer die aftreeleeftyd bereik, is die voordeel betaalbaar soos in subklousule (1) bepaal: Met dien verstande dat as sodanige bydraer minstens 5 jaar in die Nywerheid werksaam was, die bedrag wat ingevolge subklousule (1) betaalbaar is, verdubbel moet word.

(3) *Ongesiktheidsvoordele.*—Wanneer 'n lid die Raad daarvan oortuig dat hy weens swak gesondheid of ander fisiese onvermoë wat nie aan sy eie wangedrag te wye is nie, permanent ongesik

work in the Industry, the benefit payable shall be the amount of the employers' contribution made on the member's behalf plus double the amount of the member's own contribution.

(4) *Death benefits.*—Upon the production of proof of the death of a member the benefit payable in terms of clause 11 (3) shall be the amount of the employer's contribution made on the member's behalf plus double the amount of the member's own contribution.

(5) *Long service benefits.*—Where a member leaves the Industry or reaches retirement age or leaves by reason of ill-health or other physical incapacity or whose dependants qualify for death benefits in terms of clause 11 (3) he or his dependants as the case may be, shall be entitled to long service benefits on the following scale, in addition to the benefits payable in terms of subclauses (1), (2), (3) and (4) of this clause:

Period of contributory service	Benefit payable
10 years and more, but less than 15.....	27
15 years and more, but less than 20 years.....	41
20 years and more, but less than 25 years.....	102
25 years and more, but less than 30 years.....	139
30 years and more.....	187

Provided that the benefits referred to in this subclause shall not be payable to a member or his dependants, as the case may be, who claimed benefits prior to 1 September 1972.

## 11. PAYMENT OF BENEFITS

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

(2) 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.

(3) 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 the death benefit shall be paid into the estate of the member. The Council shall in its absolute discretion decide whether the deceased member left a dependant and if he left more than one dependant, how the benefit shall be allocated amongst them.

(4) (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

(1) Whenever, in terms of clause 10 (3) 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 clause 11 (2) 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.

is om in die Nywerheid aan te hou werk, is die voordeel wat betaalbaar is, die bedrag van die werkgewersbydrae namens die lid plus dubbel die bedrag van die lid se eie bydraes.

(4) *Sterfbystand.*—By levering van bewys dat 'n lid te sterwe gekom het, is die bystand wat betaalbaar is ingevolge klosule 11 (3), die bedrag van die werkgewersbydrae namens die lid plus dubbel die bedrag van die lid se eie bydraes.

(5) *Langdiensvoordele.*—Wanneer 'n lid die Nywerheid verlaat of aftreeleeftyd bereik of die Nywerheid verlaat as gevolg van swak gesondheid of ander liggaaamlike ongeskiktheid of as 'n lid se afhanklik vir sterfbystand ingevolge klosule 11 (3) kwalifiseer, is hy of sy afhanklik, na gelang van die geval, geregty op langdiensvoordele op die volgende skaal, benewens die voordele betaalbaar ingevolge subklosules (1), (2), (3) en (4) van hierdie klosule:

Tydperk van bydraende diens	Voordeel betaalbaar
10 jaar en meer, maar minder as 15 jaar .....	27
15 jaar en meer, maar minder as 20 jaar .....	41
20 jaar en meer, maar minder as 25 jaar .....	102
25 jaar en meer, maar minder as 30 jaar .....	139
30 jaar en meer .....	187

Met dien verstande dat die voordele in hierdie subklosule genoem, nie betaalbaar is aan 'n lid of sy afhanklik, na gelang van die geval, wat voordele voor 1 September 1972 geëis het nie.

## 11. BETALING VAN VOORDELE

(1) Aansoek om voordele, uitgesonderd die sterfbystand, moet in die vorm van Aanhangel B van hierdie Ooreenkoms wees.

(2) Geen voordeel is betaalbaar ten opsigte van 'n eis voordat 'n tydperk van minstens een jaar verstryk het nadat die aanspraakmaker opgehou het om 'n bydraer te wees: Met dien verstande dat hierdie bepaling nie van toepassing is nie—

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

(b) indien die Raad oortuig 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 sterfbystand; of

(d) indien die Raad oortuig 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.

(3) Sterfbystand moet aan die afhanklik van 'n afgestorwe lid betaal word: Met dien verstande dat indien daar geen afhanklik is nie, of indien die afhanklik nie bepaal kan word nie, die sterfbystand in die boedel van die lid gestort moet word. Die Raad moet na goeddunke besluit of die afgestorwe lid afhanklik het en, indien hy meer as een afhanklike het, hoe die bystand onder hulle verdeel moet word.

(4) (a) Indien enige verskuldigde en betaalbare voordeel uitgesonderd dié aan die boedel van 'n lid, nie binne een jaar na die vervaldatum geëis word nie, moet die Raad binne drie maande na afloop van genoemde tydperk van een jaar, 'n advertensie plaas 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 mag besluit, en alle belanghebbende persone versoek word om eise vir sodanige voordele binne 'n tydperk van drie maande na die laaste publikasie 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 goedvind, 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 na die laaste publikasie nie, moet die voordeel aan hom verskuldig die fonds toekom.

## 12. ADMINISTRASIE

(1) Wanneer, ooreenkomstig klosule 10 (3), 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 bykomende voordele of tot die afstanddoening van die wagtydperk voorgeskryf in klosule 11 (2) vereis dat die lid 'n ondersoek deur 'n mediese praktisyn deur die Raad aangevys, ondergaan, en die koste van so 'n ondersoek moet deur die fonds gedra word.

'n Lid wat aansoek doen om bykomende 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.

(2) 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 clause 11 (3), 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

(1) 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, subject to the provisions of clause 16 (1), be liquidated as though the members had left the industry: Provided that in respect of any benefit payable in terms of this subclause, the waiting period prescribed in clause 11 (2) shall not apply.

(2) 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 34 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 subclause (1).

### 16. LIQUIDATION

(1) 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.

(2) Any balance standing to the credit of the fund after payment of all claims in terms of clause 15, including administration and liquidation expenses, shall be distributed pro rata amongst the remaining members according to the period of membership of such member.

(3) Any further balance in the fund 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 34 (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 clause 5 (3) 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 this 17th day of April 1974.

I. BLUMBERG, Chairman.

J. HEEGER, Vice-Chairman.

J. D. F. COLINESE, Assistant Secretary.

(2) Wanneer daar 'n vraag ontstaan oor die leeftyd van 'n lid, moet die leeftyd vasgestel word deur die voorlegging van 'n geboortesertifikaat of dopseel: Met dien verstande dat indien die betrokke lid nie in staat is om sodanige dokumente 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 GEDOE WORD NIE

Behoudens die bepalings van klosule 11 (3) mag voordele wat ooreenkombig hierdie Ooreenkoms opgeloop 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 sodanige onderneming of dokument wat voorgee om 'n sessie, afstand-doenning, oordrag of oormaking te wees, te erken of daarvolgens op te tree nie; of

(b) nie beslag opgelê word deur 'n hofbevel of geregtelike proses nie; of

(c) nie verreken word teen skuld van die persoon wat op so 'n voordele geregtig is nie.

### 14. GESKILLE

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

### 15. ONTBINDING

(1) By verstryking van die Ooreenkoms of 'n verlenging daarvan en in geval 'n verdere ooreenkoms om met die fonds voort te gaan nie binne 'n tydperk van twee jaar na die vervalddatum van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die fonds, behoudens die bepalings van klosule 16 (1), gelikwider word asof die lede die Nywerheid verlaat het: Met dien verstande dat die wagtydperk voorgeskryf in klosule 11 (2) nie ten opsigte van 'n voordeel betaalbaar ingevolge hierdie subklosule van toepassing is nie.

(2) Ingeval die Raad onbind word gedurende die geldigheidsduur van hierdie Ooreenkoms van enige verlenging daarvan, dan, ondanks andersluidende bepalinge in hierdie Ooreenkoms, word bydraes tot die fonds beëindig vanaf die dag wat volg op die dag van publikasie in die *Staatskoerant* van die kennisgewing ooreenkombig artikel 34 van die Wet, van die onbinding van die Raad, maar die Raad moet by sy laaste vergadering voor sodanige onbinding, '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. Ingeval die Raad nie binne 'n tydperk van twee jaar hersaamgestel word nie, moet die fonds gelikwider word op die wyse voorgeskryf in subklosule (1).

### 16. LIKWIDASIE

(1) By die likwidasie van die fonds ooreenkombig klosule 15, vorm enige bedrae verskuldig ten opsigte van administrasie- en likwidasiekoste 'n eerste eis teen die fonds.

(2) Enige saldo in die kredit van die fonds na die betaling van dele eise ingevolge klosule 15, insluitende dele administrasie- en likwidasiekoste moet pro rata onder die oorblywende lede verdeel word volgens die lidmaatskaptydperk van sodanige lid.

(3) Enige verdere saldo in die fonds, moet indien die Raad nog funksioneer, in die Raad se fondse gestort word: Met dien verstande dat indien die Raad alreeds gelikwider en onbind is, die saldo verdeel word soos bepaal in artikel 34 (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 enige 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 sekundusse en die lede van 'n plaaslike komitee aangestel ooreenkombig klosule 5 (3) word nie aanspreeklik gehou vir 'n verlies vir die fonds as gevolg van 'n belegging wat in goeie trou gemaak is of as gevolg van 'n daad in hulle bona fide-administrasie van die fonds nie.

Namens die Partye op hede die 17de dag van April 1974, te Kaapstad onderteken.

I. BLUMBERG, Voorsitter.

J. HEEGER, Ondervorsitter.

J. D. F. COLINESE, Assistent-sekretaris.

## ANNEXURE A

## THE SWEETMAKING INDUSTRY (CAPE) PROVIDENT FUND

The Secretary  
P.O. Box 1536  
CAPE TOWN

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 CONTRIBUTOR(S)  
(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)
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

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

for week ending.....  
for week ending.....  
for week ending.....  
for week ending.....  
for week ending.....

..... 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 p.w. or less.

Group II.—Employees earning more than R12 p.w.

Yours faithfully,

(Signature)

## 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 aan- gedui word)	Voornam (volledig)	Voorsorgfonds No.	Adres	Ras	Geslag	Gebore- datum	Datum van indiensneming
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....

## DIENSBEËINDIGINGS

Van (nooiensvan moet tussen hakies aan- gedui word)	Voornam (volledig)	Voorsorgfonds No.	Adres	Ras	Geslag	Datum van diensbeëindiging
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....

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

Van (nooiensvan moet tussen hakies aan- gedui word)	Voornam (volledig)	Voorsorgfonds No.	Ras	Geslag	Datum van eerste bydrae
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

## WERKNEMERS SONDER BETALING VIR EEN WEEK OF MEER

Van (nooiensvan moet tussen hakies aan- gedui word)	Voornam (volledig)	Voorsorgfonds No.	Ras	Geslag	Datum van week geëindig
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

## OPGawe VAN BYDRAES

Geachte Heer,

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

## GETAL WERKNEMERS

Groep I (10 sent)	Groep II (20 sent)	vir week geëindig	weke R
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

werknemers teen 10 sent per week vir..... weke R.....  
Werkewer se bydrae, Groep I..... R.....  
werknemers teen 20 sent per week vir..... weke R.....  
Werkewer se bydrae, Groep II..... R.....

Totaal..... R.....

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

Die uwe,

(Handtekening)

## ANNEXURE B

## THE SWEETMAKING INDUSTRY (CAPE) PROVIDENT FUND

Telegrams: "Factories", Cape Town  
 Telephone 43-6631  
 P.O. Box 1536  
 Cape Town

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

Broadway Industries Centre  
 Heerengracht  
 Foreshore  
 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:

- (a) Employer terminated my employment.
- (b) I gave notice.
- (c) Incapacitated by ill-health from continuing to work.
- (d) Have reached the retiring age.
- (e) I gave 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: 43-6631  
 ..... 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 return of Engagements, Terminations, etc. (Annexure A).

## AANHANGSEL B

## DIE VOORSORGFONDS VIR DIE LEKKERGOEDNYWERHEID (KAAP)

Telegramme: "Factories", Kaapstad  
 Telefoon: 43-6631  
 Posbus 1536,  
 Kaapstad

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

## AANSOEK OM VOORDEEL

Van..... Voorheen.....  
 Voornaam.....  
 Huidige adres.....

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

- (a) Werkgewer het my diens beëindig.
- (b) Ek het kennis gegee.
- (c) As gevolg van swak gesondheid ongeskik om aan te hou werk.
- (d) Het die afreeleeftyd bereik.
- (e) 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 afreeleeftyd 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 ongeskikheid, moet die volgende mediese sertifikaat deur 'n mediese praktisy voltooi word.

## DIE VOORSORGFONDS VIR DIE LEKKERGOEDNYWERHEID (KAAP)

Mediese Sertifikaat van Ongeskiktheid

Ek..... woonagtig te.....  
 sertificeer 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: 43-6631  
 ..... 19.....

## MAANDELIKSE KENNISGEWING VAN VERANDERING VAN GROUP I NA GROEP II

VIR DIE MAAND GEËINDIG..... 19.....

Naam	Ras	Geslag	Voorsorgfonds No.	Datum van verandering van Groep I na Groep II
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

Naam van firma.....

Adres.....

**N.B.**—Hierdie ingevulde vorm moet u maandelikse opgawe van Indiensnemings, Diensbeëindigings, ens. (Aanhangsel A), vergesel.

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