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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 1831

5 September 1980

WET OP NYWERHEIDSVERSOENING, 1956

WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP).—VOORSORGFONDSSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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 Was-, Skoonmaak- en Kleurnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1983 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 op 31 Augustus 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer 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 op 31 Augustus 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER UTILISATION

No. R. 1831

5 September 1980

INDUSTRIAL CONCILIATION ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE).—PROVIDENT FUND AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Cleaning and Dyeing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1983, 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 31 August 1983, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said 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 31 August 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said

enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOG-SKOONMAAK- EN KLEURNYWERHEID (KAAP)

VOORSORGFONDSOORENKOMS

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

National Union of Laundering, Cleaning and Dyeing Workers (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OORENKOMS

(1) Hierdie Ooreenkoms moet in die Wassery- droogskoonmaak- en Kleurnywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrostdistrikte Die Kaap, Wynberg, Bellville, Goodwood, Simonstad, Paarl, Somerset-West, Strand, Stellenbosch, Kuilsrivier, Wellington en in daardie gedeelte van die landdrostdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 in die landdrostdistrik Bellville geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie ten opsigte van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree 'n deelnemer in en 'n lid is van 'n ander fonds of daarna word, welke fonds op genoemde datum pensioen- of voorsorgbystand verleen het, en wat op genoemde datum bestaan het en waarin die werkgewer van dié werknemer op genoemde datum 'n deelnemer was, of ten opsigte van die werkgewer van dié werknemer slegs gedurende die tydperk wat sodanige ander fonds in werking bly en sowel die werkgewer as die werknemer daarin deelneem indien, na die mening van die Raad, die bystand van sodanige ander fonds oor die algemeen nie minder gunstig is as die bystand waarvoor in hierdie Ooreenkoms voorsiening gemaak word nie.

2. GELDIGHEIDSDUUR VAN OORENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Mannekragbenutting kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat deur hom bepaal word.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in dié Wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue en woorde wat die enkelvoud aandui ook die meervoud, en omgekeerd, en tensy dit onbestaanbaar met die samehang is, en beteken—

"Wet" die Wet op Nywerheidsversoening (Wet 28 van 1956);

"Komitee" of "Bestuurskomitee" die Bestuurskomitee wat ingevolge klousule 5 aangestel word;

"Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Kaap);

"afhanklike", met betrekking tot 'n lid, 'n persoon wat geheel of hoofsaaklik van sodanige lid afhanklik is en wat die Komitee daarvan oortuig dat hy aldus afhanklik is: Met dien verstande dat die Komitee se beslissing aangaande wie die afhanklikes van 'n afgestorwe lid is, finaal is;

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

provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)

PROVIDENT FUND AGREEMENT

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

National Union of Laundering, Cleaning and Dyeing Workers (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employer's organisation and by all employees who are members of the trade union who are engaged or employed therein;

(b) in the Magisterial Districts of The Cape, Wynberg, Bellville, Goodwood, Simonstown, Paarl, Somerset West, Strand, Stellenbosch, Kuils River, Wellington and in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply in respect of any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and a member of any other fund which on the said date provided pension 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 in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and the employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided for in 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 Manpower Utilisation in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of three years or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Act shall have the same meaning as in that Act 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; and unless inconsistent with the context—

"Act" means the Industrial Conciliation Act (Act 28 of 1956);

"Committee" or "Management Committee" means the Management Committee appointed in terms of clause 5;

"Council" means the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape);

"dependant" means, in relation to a member, any person wholly or mainly dependent upon such member and who satisfies the Committee that he is so dependent: Provided that the Committee's decision as to who the dependants of a deceased member are, shall be final;

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

"Fonds" die Voorsorgfonds van die Wassery-, Droogskoonmaak- en Kleurnywerheid (Kaap), wat by en ingevolge klousule 4 (1) van hierdie Ooreenkoms ingestel word;

"Wassery-, Droogskoonmaak- en Kleurnywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die was, droogskoonmaak of kleur van alle tipes geweefde, gespinde, gebreide of gehekelde klederstowwe, of van artikels wat van sodanige klederstowwe gemaak is, met inbegrip van stoffering of gestoffeerde artikels, en omvat dit alle werksaamhede wat daarmee in verband staan of daaruit voortspruit, mits dit deur sodanige werkgewers en hul werknemers uitgevoer word;

"lid" of "lid van die Fonds" of "bydraer" 'n werknemer wat ingevolge klousule 7 'n lid is van en verplig is om tot die Fonds by te dra;

"aftree-ouderdom" die ouderdom van 60 in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;

"Sekretaris" die Sekretaris van die Raad;

4. VOORSORGFONDS

(1) Die Fonds ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2020 van 10 November 1972, wat bekend staan as die Voorsorgfonds van die Wassery-, Droogskoonmaak- en Kleurnywerheid (Kaap), en waarvan die doel die verskaffing van bystand aan werknemers in die Nywerheid is soos in klousule 10 bepaal, word hierby voortgesit;

(2) Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;

(b) rente ontvang uit die belegging van geld van die Fonds; en

(c) enige ander geld waarop die Fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN BESTUURS-KOMITEE

(1) Die administrasie van die Fonds berus by 'n bestuurskomitee bestaande uit twee werkgewersverteenvoordigers en twee werknemersverteenvoordigers, wat deur die Raad op 'n behoorlik gekonstitueerde vergadering van die Raad aangestel word, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat amptshalwe lede van die Komitee is.

(2) Die Raad moet 'n plaasvervanger vir elke verteenwoordiger aanstel.

(3) Twee werkgewersverteenvoordigers en twee werknemersverteenvoordigers vorm 'n kworum en alle sake moet by wyse van 'n meerderheidstem beslis word. Die Voorsitter het slegs 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, word vir die doeleindes van 'n kworum geag volle verteenwoordigers te wees en as daar binne 30 minute na die vasgestelde tyd nie 'n kworum is nie, word die vergadering verdaag tot op 'n datum wat die Voorsitter vasstel, maar wat hoogstens sewe dae daarna moet wees. Op sodanige verdaagde vergadering, waarvan die lede skriftelik in kennis gestel moet word, vorm diegene wat teenwoordig is, 'n kworum. Vir die doel van 'n kworum word die Voorsitter en Ondervoorsitter vir die Raad (as hulle teenwoordig is) geag verteenwoordigers te wees.

(4) As 'n verteenwoordiger van 'n vergadering af wegbly en nie deur 'n plaasvervanger verteenwoordig word nie, word die stemkrag van die kant wat hy verteenwoordig, verminder en word die stemkrag van die ander kant ook dienoreenkomstig verminder ten einde 'n gelykheid van stemkrag te behou. Geen mosie mag oorweeg word nie tensy dit gesekondeer word, en alle sake waarvoor mosies handel, word beslis deur die meerderheidstem van diegene wat teenwoordig is.

(5) Die Fonds dra alle administrasiekoste.

(6) Die Bestuurskomitee het die bevoegdheid om—

(a) alle betalings en uitgawes namens die Fonds goed te keur;

(b) betaalde werknemers van die Fonds in diens te neem en te ontslaan, hul besoldiging vas te stel en hul pligte te omskryf;

(c) te besluit oor die belegging van die Fonds se geld ooreenkomstig klousule 6 (2);

(d) subkomitees aan te stel om te help met die administrasie van die Fonds;

(e) alle ander pligte te verrig wat die Komitee noodsaaklik of wenslik ag vir die behoorlike administrasie van die Fonds.

(7) Die kopieë van alle reëls van die Fonds wat die Komitee aangeneem het, en alle wysigings daarvan, moet by die Sekretaris ingedien word, en hy moet een kopie aan die Direkteur-generaal van Mannekragbenutting stuur.

"Fund" means the Laundry, Cleaning and Dyeing Industry (Cape) Provident Fund established by and under clause 4 (1) of this Agreement;

"Laundry, Cleaning and Dyeing Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of laundering, cleaning or dyeing all types of woven, spun, knitted or crocheted fabrics, or articles made from such fabrics, including upholstery or upholstered articles and includes all operations incidental thereto or consequent thereon, if carried out by such employers and their employees;

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

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

"Secretary" means the Secretary of the Council.

4. PROVIDENT FUND

(1) The Fund established in terms of the Agreement published under Government Notice R. 2020 of 10 November 1972, known as "The Laundry, Cleaning and Dyeing Industry (Cape) Provident Fund", the purpose of which shall be the provision of benefits to employees in the Industry as provided in clause 10, is hereby continued.

(2) The Fund shall consist of—

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

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

(c) any other moneys to which the Fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a Management Committee, consisting of two employers' representatives and two employees' representatives appointed by the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the Committee.

(2) For each representative an alternate shall be appointed by the Council.

(3) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be decided by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purpose of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting shall stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At such adjourned meeting, of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

(4) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(5) All expenses of administration shall be a charge against the Fund;

(6) The Management Committee shall have power to—

(a) sanction all payments and expenditure on behalf of the Fund;

(b) engage and dismiss paid servants of the Fund, fix their remuneration and define their duties;

(c) decide upon the investment of moneys of the Fund in accordance with the provisions of clause 6 (2);

(d) appoint subcommittees to assist in the administration of the Fund;

(e) perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund.

(7) Three copies of any rules of the Fund adopted by the Committee and any amendments thereto shall be lodged with the Secretary who shall transmit one copy to the Director-General of Manpower Utilisation.

6. FINANSIES

(1) Alle geld wat die Fonds ontvang, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen word. Daar moet 'n amptelike kwitansie uitgereik word vir alle geld wat die Fonds ontvang, en onttrekkings geskied per tjek, onderteken deur dié persone, maar minstens twee, wat die Komitee van tyd tot tyd mag magtig om te teken.

(2) (a) Alle geld wat nie vir lopende betalings en uitgawes nodig is nie, mag slegs in die volgende belê word:

(i) Effekte van die Regering van die Republiek van Suid-Afrika of van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Poskantoorpaarrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste of opvoeringsdeposito's in bougenootskappe of banke; of

(v) op enige ander wyse wat die Registrateur goedkeur.

(b) Behoudens paragraaf (a), kan die Komitee dié beleggings waarop hy van tyd tot tyd besluit, oproep of wysig.

(3) Die Sekretaris moet volle en juiste rekenings van die Fonds laat hou, en moet twee maal per jaar vir die tydperke eindigende 30 Junie en 31 Desember rekenings laat opstel van alle inkomste en uitgawes van die Fonds, en ook 'n staat wat die bates en laste daarvan aantoon. Die Raad moet 'n openbare rekenmeester aanstel om hierdie rekenings en state te auditeer en te sertifiseer, en die Voorsitter van die Raad moet dit mede-onderteken. Die Sekretaris moet 'n kopie van sodanige state, behoorlik mede-onderteken en gesertifiseer, saam met die ouditeur se verslag daaroor, binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Direkteur-Generaal van Mannekragbenutting stuur. 'n Kopie daarvan moet aan die lede van die Fonds ter insae beskikbaar gestel word.

(4) 'n Openbare rekenmeester of aktuaris moet, op dié tye wat die Raad mag bepaal, die Fonds ondersoek en die waarde van sy bates en laste bepaal, en moet by die Raad daarvoor verslag doen en ook aanbeveel of daar voorsiening gemaak moet word vir die betaling van addisionele bystand aan lede.

7. LEDE EN BYDRAERS

(1) Elke werknemer op wie hierdie Ooreenkoms van toepassing is, wat op die vasgestelde datum by 'n werkgever werksaam is, en wat op daardie datum minstens een jaar ononderbroke diens voltooi het, word geag 'n lid van die Fonds te wees en tot die Fonds te moet bydra.

(2) 'n Werknemer wat nie op die vasgestelde datum een jaar ononderbroke diens by die werkgever by wie hy op daardie datum werksaam is, voltooi het nie, en 'n werknemer wat, alhoewel hy nie op die vasgestelde datum in die Nywerheid werksaam is nie, vanaf 'n latere datum daarin werksaam is, word, behoudens subklousule (4), na die voltooiing van een jaar ononderbroke diens geag 'n lid van die Fonds te wees en daartoe te moet bydra.

(3) Wanneer 'n werknemer vanaf die vasgestelde datum of vanaf 'n latere datum weer in die Nywerheid begin werk, en sodanige werknemer voor die datum waarop hy weer begin werk, minstens een ononderbroke jaar in die Nywerheid werksaam was, word sodanige werknemer ondanks subklousule (2) geag 'n lid van die Fonds te wees en daartoe te moet bydra.

(4) Ondanks andersluidende bepalings in hierdie klousule, word geen werknemer wat vir die eerste keer na die ouderdom van 50 jaar in die geval van vroue en 55 jaar in die geval van mans, tot die Nywerheid toetree, toegelaat om lid van die Fonds te word nie.

(5) 'n Lid van die Fonds wat die aftree-ouderdom bereik het, kan, indien sy werkgever daartoe instem om hom in diens te hou, kies of hy lid van die Fonds wil bly en wil bydra.

(6) Wanneer die diens van 'n lid beëindig is en, hy ingevolge hierdie Ooreenkoms om bystand aansoek gedoen het en dit aan hom betaal is, en hy daarna weer in die Nywerheid in diens geneem word, word sodanige werknemer vir die toepassing van hierdie Ooreenkoms en behoudens die bepalings van subklousule (4) geag vanaf die datum waarop hy weer so in diens geneem word vir die eerste keer tot die Nywerheid toe te getree het: Met dien verstande dat die Komitee, wanneer die betrokke werknemer daarom aansoek doen en mits hy die volle bedrag aan bystand wat aldus aan hom betaal is, aan die Fonds terugbetaal, sodanige werknemer as lid van die Fonds kan herstel en hom ten opsigte van die vorige lidmaatskapydperk volle krediet toestaan vir die bydraes wat hy betaal het en wat namens hom betaal is.

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 Committee.

(2) (a) Any moneys not required to meet current payments and 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 Saving Certificates;

(iii) Post Office savings accounts or certificates;

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

(v) any other manner approved by the Registrar.

(b) The Committee 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 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 countersigned by the Chairman of the Council. A copy of such statements, duly countersigned and certified, together with any report thereon made by the auditor, shall, within three months of the close of the period to which it relates, be transmitted to the Director-General of Manpower Utilisation by the Secretary. 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 to whom this Agreement applies, who is in the employ of an employer on the fixed date and who on that date has completed not less than one year's continuous employment, shall be deemed to be a member of the Fund and to be liable to contribute to the Fund.

(2) An employee, who has not on the fixed date completed one year's continuous employment with the employer with whom he is employed on that date and an employee who, while not employed in the Industry on the fixed date, is employed therein from some subsequent date shall, subject to the provisions of subclause (4), following the completion of one year's continuous employment, be deemed to be a member and to be liable to contribute to the Fund.

(3) Notwithstanding the provisions of subclause (2), when an employee is re-employed in the Industry as from the fixed date or as from a subsequent date and such employee has prior to the date on which he is re-employed had not less than one year's continuous employment in the Industry, he shall be deemed to be a member of the Fund and be liable to contribute.

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

(5) 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.

(6) Whenever the employment of a member has been terminated and he has applied for and been paid benefits 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 (4), be deemed to have entered the Industry for the first time as from the date he is so re-employed: Provided that the Committee 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.

(7) Wanneer 'n lid se diens beëindig word en hy, voordat bystand ingevolge die Ooreenkoms aan hom betaal is, weer in die Nywerheid in diens geneem word, word sodanige lid se aansoek om bystand geag gekanselleer te wees en word hy geag sy lidmaatskap te hervat het en vanaf die datum waarop hy aldus weer in diens geneem is, tot die Fonds te moet bydra.

8. REGISTER VAN LEDE EN BYDRAES

(1) Elke werkgewer op wie hierdie Ooreenkoms op die vasgestelde datum van toepassing was en elke werkgewer op wie hierdie Ooreenkoms op 'n latere datum van toepassing word, moet binne 14 dae na die vasgestelde datum of sodanige later datum, na gelang van die geval, aan die Komitee 'n staat stuur van alle werknemers in sy diens op dié datum.

Sodanige staat moet ten opsigte van sodanige werknemers die volgende toon:

- (a) Sy volle naam;
- (b) sy ouderdom, ras en geslag;
- (c) sy adres; en
- (d) die datum van wanneer af hy ononderbroke in die diens van die werkgewer is.

(2) Elke werkgewer moet maandeliks, voor of op die 14de dag van die volgende maand, 'n staat in die vorm van Bylae A van hierdie Ooreenkoms aan die Komitee stuur.

(3) Die Komitee moet 'n registerkaart ten opsigte van elke werknemer byhou en daarop moet die volgende aangeteken word: Die tydperk of tydperke van diens en bydraes ontvang.

(4) By die toepassing van hierdie klousule, word 'n werknemer geag ononderbroke in diens te wees of te gewees het gedurende enige jaarlikse vakansie, ongeag die feit dat hy, as gevolg van die tydperk van sy diens, nie geregtig is of was om sy volle besoldiging te ontvang vir die hele tydperk van sodanige vakansie, en gedurende enige tydperk wat hy met onbetaalde verlof is.

9. BYDRAES

(1) *Lede se bydraes.*—Vir die doeleindes van die Fonds moet elke werkgewer elke week die bedrag van 5c aftrek van die loon wat aan elke lid van die Fonds in sy diens betaal word as sodanige lid se bydrae tot die Fonds: Met dien verstande dat geen bydrae betaalbaar is deur 'n lid vir enige week waarin hy nie op besoldiging geregtig is nie. Daarbenewens is 'n aanvullende bydrae van 5c per week vanaf die datum van inwerkingtreding van hierdie Ooreenkoms deur elke lid betaalbaar.

(2) *Werkgewer se bydraes.*—By die bedrae wat ingevolge subklousule (1) afgetrek word, moet die werkgewer gelyke bedrae voeg en die totale bedrag elke maand voor of op die 14de dag van die daaropvolgende maand in die vorm uiteengesit in Aanhangsel A van hierdie Ooreenkoms aan die Fonds stuur.

(3) In hierdie Ooreenkoms beteken die uitdrukking "lid se bydrae" die totale bedrag deur 'n lid bygedra ingevolge subklousule (1) en die uitdrukking "werkgewer se bydrae" ten opsigte van 'n lid, die totaal van die werkgewer se bydrae ingevolge subklousule (2).

10. BEDRAG VAN BYSTAND

(1) *Uittredingsbystand.*—Die bystand betaalbaar aan 'n lid wie se diens in die Nywerheid beëindig word om enige rede, uitgesonderd aftreding by bereiking van die aftree-ouderdom of sy permanente liggaamlike ongeskiktheid om met werk in die Nywerheid voort te gaan, wat tot tevredenheid van die Komitee vasgestel is ooreenkomstig subklousule (3) hiervan, of as gevolg van sy dood, is soos volg:

(a) Waar die lid minder as twee jaar tot die Fonds bygedra het: Die bedrag van die lid se eie bydraes;

(b) waar die lid twee jaar of langer tot die Fonds bygedra het—

(i) die bedrag van die lid se eie bydraes; plus

(ii) ten opsigte van elke voltooië jaar van lidmaatskap, 5 persent van die werkgewer se basiese bydraes namens hom, met 'n maksimum van 100 persent; plus

(iii) ten opsigte van elke voltooië jaar van lidmaatskap vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, 5 persent van die bedrag van die werkgewer se aanvullende bydraes namens hom, met 'n maksimum van 100 persent van sodanige werkgewer se aanvullende bydraes.

(2) *Aftredingsbystand.*—Waar die diens van 'n lid beëindig word op of na die datum waarop hy die aftree-ouderdom bereik, is die bystand betaalbaar dubbel die bedrag van die lid se eie bydraes plus die bedrag van die werkgewer(s) se bydraes wat namens hom gemaak is.

(7) 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 benefits 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.

8. RECORD OF MEMBERS AND CONTRIBUTIONS

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

Such statement shall set out in respect of such employees—

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

(2) Every employer shall monthly not later than the 14th day of the succeeding month forward to the Committee a statement in the form of Annexure A to this Agreement.

(3) The Committee shall maintain a record card in respect of each employee, on which shall be recorded the period or periods of employment and contributions received.

(4) For the purposes of this clause, an employee shall be deemed to be or to have been in continuous employment during any annual vacation 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.

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 sum of 5c 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. In addition, a supplementary contribution of 5c per week shall be payable by each member as from the date of coming into operation of this agreement.

(2) *Employer's contributions.*—To the amounts deducted in terms of subclause (1) the employer shall add like amounts and forward to the Fund each month the total sum not later than the 14th day of the succeeding month in the form set out in Annexure A to this Agreement.

(3) In this Agreement the term "member's contribution" means the total amount contributed by a member in terms of subclause (1) and the term "employer's contribution" in relation to any member means the total of the employer's contribution in terms of subclause (2).

10. AMOUNT OF BENEFITS

(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 Committee in accordance with the provisions of subclause (3) hereof or on account of his death shall be as follows:

(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—

(i) the amount of the member's own contributions; plus

(ii) in respect of each completed year of membership, 5 per cent of the employer's basic contributions on his behalf with a maximum of 100 per cent; plus

(iii) in respect of each completed year of membership dating from the date of coming into operation of this Agreement, 5 per cent of the amount of the employer's supplementary contributions on his behalf with a maximum of 100 per cent of such employer's supplementary contributions.

(2) *Retirement benefits.*—Where the employment of a member terminates on or after the date on which he reaches the retiring age, the benefit payable shall be double the amount of the member's contributions plus the amount of the employer's contributions made on his behalf.

(3) *Ongeskiktheidsbystand*.—As 'n lid die Komitee daarvan oortuig dat hy as gevolg van swak gesondheid of ander liggaamlike ongeskiktheid wat nie aan sy eie wangedrag toe te skryf is nie, permanent ongeskik is om voort te gaan met werk in die Nywerheid, is die bystand betaalbaar dubbel die bedrag van die lid se eie bydraes plus die bedrag van die werkgever(s) se bydraes wat namens hom gemaak is.

(4) *Sterftébystand*.—By die voorlegging van bewys van die dood van 'n lid, is die bystand wat betaalbaar is dubbel die bedrag van die lid se bydraes, plus die bedrag van die werkgever(s) se bydraes wat namens hom gemaak is.

11. BETALING VAN BYSTAND

(1) Aansoek om bystand, uitgesonder die sterftébystand, moet in die vorm van Bylae B van hierdie Ooreenkoms wees.

(2) Geen bystand is ten opsigte van 'n eis betaalbaar nie totdat 'n tydperk van minstens een jaar verstryk het vanaf die tyd wat die eiser opgehou het om 'n bydraer te wees; Met dien verstande dat hierdie voorwaarde nie van toepassing is nie—

(a) in die geval van bystand wat betaalbaar is wanneer 'n werknemer die Nywerheid verlaat by of ná bereiking van die aftree-ouderdom; of

(b) indien die Komitee oortuig is dat die lid as gevolg van liggaamlike ongeskiktheid blywend ongeskik is om voort te gaan met werk in die Nywerheid; of

(c) in die geval van 'n sterftébystand; of

(d) indien die Komitee oortuig is dat die betrokke lid verplig is om die gebied waarin hierdie Ooreenkoms van toepassing is, permanent te verlaat; of

(e) indien die Komitee anders besluit.

(3) Die sterftébystand wat ingevolge klousule 10 (4) betaalbaar is, moet aan die afhanklike van 'n afgestowe lid betaal word: Met dien verstande dat, indien daar meer as een afhanklike is, die Komitee na goeëdunke moet besluit welke deel van die bystand aan elke afhanklike betaal moet word: Voorts met dien verstande dat ingeval daar geen afhanklikes is nie of daar nie vasgestel kan word wie die afhanklikes is nie, die sterftébystand in die boedel van die afgestorwe lid gestort moet word.

(4) (a) Indien bystand wat verskuldig en betaalbaar is, uitgesonderd aan die boedel van die lid, nie geëis word binne een jaar vanaf die datum waarop dit verskuldig geword het, nie, moet die Komitee binne drie maande vanaf die verstryking van genoemde tydperk van een jaar, 'n advertensie plaas in albei amptelike tale in twee agtereenvolgende uitgawes van twee koerante wat in omloop is in die gebied waarop hierdie Ooreenkoms van toepassing is, en daarin vermeld dat 'n lys van die persone wat nie bystand binne sodanige tydperk van een jaar geëis het nie, ter insae beskikbaar is op die kantoor van die Komitee en van die vakvereniging wat 'n party by hierdie Ooreenkoms is en by sodanige ander plek as wat die Komitee mag besluit en waarin belangstellendes gevra word om eise om sodanige bystand binne 'n tydperk van drie maande vanaf die datum van die laaste plasing in te dien en om besonderhede te verstrek van die gronde waarop sodanige bystand geëis word.

(b) Die Komitee moet op die vergadering wat volg op die laaste dag waarop sodanige eise ingedien mag word, sodanige eise oorweeg en kan aan die persone wat geregtig is op bystand die bedrag daarvan betaal min dié gedeelte van die advertensiekoste soos hy mag goeëdink.

(c) Indien daar binne 'n tydperk van ses maande na die datum van die laaste plasing van 'n advertensie ingevolge paragraaf (a) geen eise ingestel word deur of namens enige persoon wie se naam op die lys verskyn nie, word alle bystand wat aan hom verskuldig is aan die Fonds verbeur: Met dien verstande dat die Komitee, in geval van 'n eis wat binne 'n tydperk van drie jaar na sodanige datum ontvang word, na sy uitsluitlike goeëdunke geregtig is om betalings uit die geld wat aan die Fonds verbeur is, aan die betrokke lid te doen.

(5) Wanneer daar ingevolge klousule 10 (3) die vraag ontstaan of 'n lid se liggaamlike ongeskiktheid om met sy werk in die Nywerheid voort te gaan, permanent is, kan die Komitee, as 'n opskortende voorwaarde vir die afstanddoening van die wagtydperk wat in klousule 11 (2) voorgeskryf is, vereis dat die lid ondersoek word deur 'n mediese praktisyn wat deur hom aangewys is, en die koste van sodanige ondersoek moet deur die Fonds gedra word.

'n Lid wat aansoek doen om die afstanddoening van die wagtydperk op grond van liggaamlike ongeskiktheid, word geag die betrokke mediese praktisyn te gemagtig het om die uitslag van sy ondersoek aan die Komitee mee te deel.

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

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

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 benefits payable when an employee leaves the Industry on or after reaching the retiring age; or

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

(e) if the Committee otherwise decides.

(3) The death benefit payable in terms of clause 10 (4) shall be paid to the dependant of a deceased member: Provided that, if there is more than one dependant, the Committee shall in its discretion decide what portion of the benefit should be paid to each dependant: Provided further that in the event of there being no dependants or if the dependants cannot be established, the death benefit shall be paid into the estate of the deceased member.

(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 Committee shall within three months of the expiration of the said period of one year publish an advertisement, in both official languages, 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 benefits within such period of one year is available for inspection at the offices of the Committee and of the trade union which is a party to this Agreement and at such other place as the Committee 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 benefits are claimed.

(b) The Committee 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 benefits 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 last publication of an advertisement in terms of paragraph (a) by or on behalf of any person whose name appears on the list, any benefits due to him shall be forfeited to the Fund: Provided that the Committee shall, in the event of a claim being received within a period of three years from such date, be entitled in its absolute discretion, to make payments to the member concerned out of the moneys forfeited to the Fund.

(5) 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 Committee may, as a condition precedent 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 against the Fund.

Any member who applies 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 Committee the result of his examination.

(6) Wanneer daar 'n vraag oor die ouderdom van 'n lid ontstaan, word sodanige ouderdom bepaal deur die voorlegging van 'n geboorte- of doopsertifikaat: Met dien verstande dat, indien die betrokke lid nie in staat is om sodanige sertifikaat voor te lê nie, die Komitee die aangeleentheid moet ondersoek en die waarskynlike ouderdom van die lid soos deur die Komitee bepaal, vir die toepassing van hierdie Ooreenkoms, geag word die ouderdom van die lid te wees.

12. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Behoudens klousule 11 (2), mag bystand wat ingevolge hierdie Ooreenkoms verskuldig geword het of betaalbaar is, nie—

(a) op enige wyse gesedeer, afgestaan, oorgedra of oorgegemaak word, of in die algemeen of as sekuriteit vir 'n skuld of 'n verpligting van die bydraer nie, en die Fonds is nie verplig om sodanige onderneming of dokument wat voorgee om sodanige sessie, afstanddoening, oordrag of oormaking te wees, te erken of daarvolgens te handel nie; of

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

(c) verreken word teen skuld van die persoon wat op sodanige bystand geregtig is nie.

13. GESKILLE

'n Geskil moet na die Raad verwys word, en die Raad moet met die aangeleentheid handel ingevolge die bepalings van sy konstitusie.

14. ONTBINDING

(1) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en ingeval 'n verdere ooreenkoms om die Fonds voort te sit nie binne 'n tydperk van twee jaar vanaf die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die Fonds deur die Komitee gelikwider word as sou die lede die Nywerheid verlaat het en geregtig geword het op bystand ingevolge klousule 10 (1).

(2) Ingeval die Raad gedurende die geldigheidsduur van die Ooreenkoms of 'n verlenging daarvan ontbind word, moet bydraes tot die Fonds, ondanks andersluidende bepalings in hierdie Ooreenkoms, staak met ingang van die dag wat volg op die datum van publikasie in die *Staatskoerant* van die kennisgewing ingevolge die bepalings van artikel 34 van die Wet van die ontbinding van die Raad, maar die Raad moet by sy laaste vergadering voor sodanige ontbinding 'n trustee of trustees aanstel om die Fonds te administreer. Ingeval die Raad nie in staat is om sodanige aanstellings te maak nie, moet die bevoegdhede en funksies van die Raad ten opsigte van die administrasie van die Fonds oorgaan op en uitgeoefen word deur dié persoon of persone wat die Registrateur aanwys. Ingeval die Raad nie gedurende die geldigheidsduur van hierdie Ooreenkoms herkonstitueer en geregistreer word nie, moet die Fonds by die verstryking van hierdie Ooreenkoms gelikwider word deur die trustee of trustees of deur die persoon of persone wat deur die Registrateur aangestel is, na gelang van die geval, op die wyse in subklousule (1) voorgeskryf.

15. LIKWIDASIE

(1) By die likwidasië van die Fonds ingevolge die bepalings van klousule 14, vorm enige bedrag verskuldig ten opsigte van administrasie- en likwidasië-uitgawes 'n eerste eis teen die Fonds.

(2) Daarna moet lede uitbetaal word op die grondslag van die bystand wat betaalbaar sou gewees het indien hulle die Nywerheid verlaat het: Met dien verstande dat die wagtydperk voorgeskryf in klousule 11 (2) nie van toepassing is ten opsigte van 'n voordeel wat ingevolge hierdie subklousule betaalbaar is nie.

(3) Daarna moet enige saldo in die krediet van bydraers as die bydrae van 'n werkgewer of werkgewers, maar wat nie aan hulle betaalbaar is nie, terugbetaal word aan die betrokke werkgewer(s) wat bygedra het op die datum waarop hierdie Ooreenkoms verstryk het of op die datum waarop die betaling van bydraes opgehou het ingevolge klousule 14 (2), na gelang van die geval.

(4) Enige verdere saldo in die Fonds, met inbegrip van enige saldo soos in subklousule (3) bedoel, wat nie aan werkgewers terugbetaal is nie, moet, indien die Raad nog funksioneer, in die fondse van die Raad gestort word: Met dien verstande dat indien die Raad alreeds gelikwider en ontbind is, die saldo verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dié deel van die algemene fondse van die Raad uitmaak.

(6) 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 Committee shall investigate the matter and the probable age of the member as determined by the Committee shall, for the purposes of this Agreement, be deemed to be the age of the member.

12. BENEFITS NOT TO BE CEDED OR ASSIGNED

Save as provided in clause 11 (2), 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 debt due by the person entitled to such benefit.

13. DISPUTES

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

14. 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 be liquidated by the Committee as though the members had left the Industry and are entitled to benefits in terms of clause 10 (1).

(2) In the event of this dissolution of the Council during the currency of the Agreement or any extension thereof, 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 administration 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 reconstituted and registered during the currency of this Agreement, the Fund shall upon the expiry of this Agreement be liquidated by the trustee or trustees or by the person or persons appointed by the Registrar, as the case may be, in the manner prescribed in subclause (1).

15. LIQUIDATION

(1) Upon the liquidation of the Fund in terms of clause 14, the first charge on the Fund shall be any amount due in respect of administration and liquidation expenses.

(2) Thereafter payment shall be made to members on the basis of the benefits that would have been payable had they 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.

(3) Thereafter any balance standing to the credit of contributors as the contribution of an employer or of employers but not payable to them shall be refunded to the employer or employers concerned, who were contributing at the date of expiry of this Agreement or at the date on which the payment of contributions ceased in terms of clause 14 (2), as the case may be.

(4) Any further balance in the Fund, including any balance referred to in subclause (3), which is not refundable to employers shall, if the Council is still functioning, be paid into the funds of the Council: Provided that if the Council has already been wound up and dissolved the balance shall be distributed as provided in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

16. 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.

17. INDEMNITY

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

Singed at Cape Town on behalf of the parties this 26th day of June 1980.

P. JONES, Chairman.

A. R. VAHED, Vice-Chairman.

R. W. CARTER, Secretary.

BYLAE A

DIE VOORSORGEFONDS VAN DIE WASSERY- DROOGSKOONMAAK- EN KLEURNYWERHEID (KAAP)

**Stalpleingebou 13
Pleinstraat
Kaapstad
8001
Telefoon: 45-2817**

Moet in tweevoud ingediend word.

MAANDELIKSE OPGAWE VIR DIE MAAND GEËINDIG.....

INDIENSNEMINGS

[illegible]

DIENSBEËINDIGINGS

[illegible]

NUWE BYDRAERS TOT VOORSORGFONDS

[illegible]**WERKNEMERS SONDER BETALING VIR VIER WEKE OF MEER**[illegible]

OPGAWE VAN BYDRAES

Geagte heer,

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

.....vir die week geëindig.....
vir die week geëindig.....
vir die week geëindig.....
vir die week geëindig.....
vir die week geëindig.....

Totale getal.....
 werknemers teen 5c per week..... R.....
 plus
 werkgever se bydrae van 5c per week per werknemer..... R.....
 Totaal..... R.....

Opmerking.—Hierdie opgaawe moet die Sekretaris van die Fonds bereik voor of op die 15de van die maande wat volg op die een waarop dit betrekking het.

Die uwe,

(Handtekening)

BYLAE B

VOORSORGFONDS VAN DIE WASSERY-, DROOGSKOONMAAK- EN KLEURNYWERHEID (KAAP)

Telefoon: 45-2817
 Die Sekretaris
 Voorsorgfonds van die Wassery-, Droogskoonmaak en Kleurnywerheid (Kaap)
 Posbus 3728
 Kaapstad
 8000

Stalpleingebou 13
 Pleinstraat
 Kaapstad
 8001

AANSOEK OM BYSTAND

Van.....vroeër.....
 Voornamen.....
 Huidige adres.....

Hierby doen ek aansoek om die betaling van die bystand wat my toekom uit die Voorsorgfonds, om die volgende redes:

- (a) Werkgever het my diens beëindig.
- (b) Ek het kennis gegee.
- (c) As gevolg van swak gesondheid onbekwaam geword om voort te gaan met werk.
- (d) Het die aftree-ouderdom (55 vir vroue en 60 vir mans) bereik.
- (e) Ek is verplig om die gebied te verlaat.

(Haal deur wat nie van toepassing is nie.)

Die datum van my diensbeëindiging is.....

Getuie.....Handtekening.....
 Datum.....

Let wel.—(1) Uitgesonderd in die geval van liggaamlike ongeskiktheid of waar 'n lid die aftree-ouderdom (55 vir vroue of 60 vir mans) bereik het of verplig is om die gebied te verlaat, kan betaling van die bystand nie plaasvind voor een jaar verstreke is nadat die lid laas in die diens was nie.

(2) Waar 'n lid aansoek om bystand doen op grond van ongeskiktheid, moet die volgende dokterssertifikaat deur 'n mediese praktisyn ingevul word.

VOORSORGFONDS VAN DIE WASSERY-, DROOGSKOONMAAK- EN KLEURNYWERHEID (KAAP)
 MEDIESE SERTIFIKAAT VAN ONGESKIKTHEID

Ek.....woonagtig te.....

sertifiseer hierby dat ek.....
 ondersoek het en van mening is dat hy/sy permanent ongeskik is om voort te gaan met werk in die Wassery-, Droogskoonmaak, en Kleurnywerheid (Kaap) weens:

(Beskryf hier die toestand wat ongeskiktheid veroorsaak)

(Datum)

(Handtekening)

(Kwalifikasie)

ANNEXURE A

THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE) PROVIDENT FUND

The Secretary
 The Laundry, Cleaning and Dyeing Industry (Cape) Provident Fund
 P.O. Box 3728
 Cape Town
 8000

13 Stal Plein Buildings
 Plein Street
 Cape Town
 8001
 Telephone: 45-2817

To be submitted in duplicate.

MONTHLY RETURN FOR THE MONTH ENDED.....

ENGAGEMENTS

Surname (maiden name to be given in brackets)	First names (in full)	Provident Fund No.	Address	Race	Sex	Date of birth	Date engaged

TERMINATIONS OF SERVICE

Surname (maiden name to be given in brackets)	First names (in full)	Provident Fund No.	Address	Race	Sex	Date terminated

NEW PROVIDENT FUND CONTRIBUTORS
(i.e. employees who have completed one year's 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 FOUR WEEKS 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

Date

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

Total No.....

employees at 5c per week.....

R.....

add

Employer's contribution of 5c per week per employee.....

R.....

Total.....

R.....

N.B.—This return should reach the Secretary of the Fund not later than the 15th day of the month succeeding that to which it refers.

Yours faithfully,

(Signature)

ANNEXURE B

THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE) PROVIDENT FUND

Telephone: 45-2817
 The Secretary
 Laundry, Cleaning and Dyeing Industry (Cape) Provident Fund
 P.O. Box 3728
 Cape Town
 8000

13 Stal Plein Buildings
 Plein Street
 Cape Town
 8001

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 (55 for females or 60 for males).
- (e) I have been required to leave the area.

(Cross out whichever is inapplicable.)

The date of the termination of my employment was.....

Witness.....

Signature.....

Date.....

Note.—(1) Except in the case of physical incapacity or where a member has reached the retiring age (55 years for females or 60 years 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 in the Industry.

(2) When a member claims benefit on the ground of incapacity the following medical certificate must be completed by a medical practitioner.

THE LAUNDRY, CLEANING AND DYEING 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 Laundry, Cleaning and Dyeing Industry (Cape) by reason of:

(Here describe the condition causing incapacity)

(Date)

(Signature)

(Qualification)

INHOUD

No.	Bladsy No.	Staats- koerant No.
Mannekragbenutting, Departement van Goewermentskennisgewing		
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