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PRETORIA, 27 DECEMBER 1963.
27 DESEMBER

[No. 680.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R. 1995.] [27 December 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

PRINTING AND NEWSPAPER INDUSTRY.

PENSION FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry shall be binding from the 1st January, 1964, and for the period ending the 31st December, 1966, upon the employer's organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

PENSION FUND AGREEMENT

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

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa

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

The South African Typographical Union

(hereinafter referred to as the "Union"), of the other part, being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

1. DEFINITIONS.

Unless the contrary intention appears all words and expressions importing the masculine gender shall include the feminine; words signifying the singular number shall include the plural and vice versa; further, unless inconsistent with the context—

"active member" means a member who pays full subscriptions to the Union in accordance with the constitution of that body and is referred to in that constitution as an ordinary member, and "active membership" has a corresponding meaning;

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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R. 1995.] [27 Desember 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

DRUK- EN NUUSBLADNYWERHEID.

PENSIOENFONDSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid; verklaar hierby kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, vanaf 1 Januarie 1964 en vir die tydperk wat op 31 Desember 1966 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakvereniging is.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NASIONALE NYWERHEIDSVERSOENING VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA.

PENSIOENFONDSOOREENKOMS

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

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

(hieronder die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Typographical Union

(hieronder die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

1. WOORDOMSKRYWINGS.

Tensy dit uit die samehang anders blyk, sluit alle woorde en uitdrukkings wat die manlike geslag aandui, ook vrouens in; woorde wat die enkelvoud aandui, sluit die meervoud in en omgekeerd; voorts, tensy dit strydig met die samehang is, beteken—

"aktiewe lid" 'n lid wat volle bydraes aan die vakvereniging betaal volgens die konstitusie van daardie liggaam en wat in daardie konstitusie 'n gewone lid genoem word, en het "aktiewe lidmaatskap" 'n ooreenstemmende betekening;

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"contributory inactive membership" means a period of inactive membership of the Union during which the contributions of both employer and employee are paid to the Fund by the member;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa;

"dependant" means a person who, in the opinion of the Governing Board, was dependent upon the deceased member of the Union;

"Executive Committee" means the Executive Committee of the Council;

"Fund" means the Pension Fund mentioned in Section 3 hereof;

"Governing Board" means the Governing Board of the Union;

"Grade I member" means a Grade I member of the Union and "Grade I membership" has a corresponding meaning;

"Grade II member" means a Grade II member of the Union and "Grade II membership" has a corresponding meaning but includes Grade III membership of an apprentice served from 1st July, 1959;

"inactive member" means a person who is an inactive member of the Union in accordance with the constitution of that body and "inactive membership" has a corresponding meaning;

"Industry" means the Printing and Newspaper Industry of South Africa;

"member" means a member of the Union;

"membership" means continuous active or contributory inactive membership of the Union, excluding any period of Grade III membership, other than Grade III membership of apprentices from 1st July, 1959, or suspension by the Union;

"new member" means a person who was admitted to membership of the Union on or after 1st July, 1959;

"non-contributory inactive membership" means a period of inactive membership of the Union during which no contributions are paid to the Fund;

"old member" means a person who was a member of the Union on the 30th June, 1959;

"pensionable age" means the age of 65 years in the case of males or 55 years in the case of females;

"Standing Committee" means the Standing Committee of the Council;

"Union" means the South African Typographical Union;

"widow" means the widow of a deceased member of the Union, provided that in the case of a deceased member, who was granted a retirement allowance before he died, such widow was married to him before he was granted the retirement allowance.

2. SCOPE OF APPLICATION AND PERIOD OF OPERATION.

(1) The provisions of this Agreement shall apply throughout the Republic of South Africa and shall be observed by all members of the employers' organisations and by all members of the Union, who are employed in the Industry as defined.

(2) This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, and shall remain in force until the 31st December, 1966, or for such period as may be determined by him.

3. CONTINUATION OF FUND.

The Provident Fund established by the parties to the Council in terms of the Agreement promulgated under Government Notice No. 509 of the 5th April, 1963, for the purpose of providing retirement allowances, retiral grants, mortality grants or refunds of contributions to, or in respect of, members of the Union is renamed "The Pension Fund of the Printing and Newspaper Industry of South Africa" and is hereby continued.

4. REPEAL OF PREVIOUS REGULATIONS.

The provisions of this Agreement shall be in substitution for all previous regulations governing the Fund, which shall be deemed to be repealed and of no force and effect, provided, however, that the publication of this Agreement shall not have any effect on anything lawfully done or suffered in terms of such previous regulations.

5. ADMINISTRATION.

(1) Contributions shall be paid to the Fund in accordance with the provisions of the Agreement promulgated under Government Notice No. R. 1991 of the 27th December, 1963.

(2) The Executive Committee shall have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(3) All benefits payable in terms hereof shall be paid through the Branch Offices of the Union and the amounts so paid shall be refunded to the Union by the Fund. The Standing Committee may, from time to time, advance to the Union from the Fund such amounts as it may consider necessary on account of the benefits which are to be paid.

(4) All claims for benefits must be submitted in writing by the claimant to the local Regional Secretary/Organiser of the Union or direct to the headquarters of the Union where the member does not fall under the jurisdiction of a branch. A claimant shall furnish all information required from him by

"bydraende onaktiewe lidmaatskap" 'n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin die lid die bydraes van sowel die werkgever as die werknemer aan die Fonds betaal;

"Raad" die Nasionale Nywerheidsraad vir die Druk- en Nuisbladnywerheid van Suid-Afrika;

"afhanklike" iemand wat, na die mening van die Beheerraad, van die afgestorwe lid van die vakvereniging afhanklik was;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad;

"Fonds" die Pensioenfonds genoem in klousule 3 hiervan;

"Beheerraad" die Beheerraad van die vakvereniging;

"Graad I-lid" 'n Graad I-lid van die vakvereniging, en het "Graad I-lidmaatskap" 'n ooreenstemmende betekenis;

"Graad II-lid" 'n Graad II-lid van die vakvereniging, en het "Graad II-lidmaatskap" 'n ooreenstemmende betekenis;

• maar omvat dit ook die Graad III-lidmaatskap van 'n vakleerling wat op 1 Julie 1959 begin het;

"onaktiewe lid" iemand wat 'n onaktiewe lid van die vakvereniging is volgens die konstitusie van daardie liggaam en het "onaktiewe lidmaatskap" 'n ooreenstemmende betekenis;

"Nywerheid" die Druk- en Nuisbladnywerheid van Suid-Afrika;

"lid" 'n lid van die vakvereniging;

"lidmaatskap" ononderbroke aktiewe of bydraende onaktiewe lidmaatskap van die vakvereniging, uitgesonderd enige ander tydperk van Graad III-lidmaatskap as die Graad III-lidmaatskap van vakleerlinge vanaf 1 Julie 1959, of skorsing deur die vakvereniging;

"nuwe lid" iemand wat op 1 Julie 1959 of daarna as lid van die vakvereniging toegelaat is;

"nie-bydraende onaktiewe lidmaatskap" 'n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin geen bydraes aan die Fonds betaal word nie;

"ou lid" iemand wat op 30 Junie 1959 lid van die vakvereniging was;

"pensioenleef tyd" die ouderdom van 65 jaar in die geval van mans of 55 jaar in die geval van vrouens;

"Staannde Komitee" die Staannde Komitee van die Raad;

"vakvereniging" die South African Typographical Union;

"weduwee" die weduwee van 'n afgestorwe lid van die vakvereniging, met dien verstande dat in die geval van 'n afgestorwe lid aan wie 'n aftreetoelae toegestaan is voordat hy oorlede is, sodanige weduwee met hom getroud was voordat die aftreetoelae aan hom toegestaan is.

2. TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms is dwarsdeur die Republiek van Suid-Afrika van toepassing en moet nagekom word deur alle lede van die werkgeversorganisasies en deur alle lede van die vakvereniging wat in die Nywerheid, soos omskryf, werkzaam is.

(2) Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoenning mag vasstel en bly van krag tot 31 Desember 1966, of vir 'n tydperk wat hy mag bepaal.

3. VOORTSETTING VAN FONDS.

Die Voorsorgsfonds wat die partye by die Raad ingestel het kragtens die Ooreenkoms wat by Goewermentskennisgewing No. 509 van 5 April 1963 gepromulgeer is ten einde voorsiening te maak vir aftreetoelae, aftreetoekennings, sterftetoekennings of terugbetalings van bydraes aan, of ten opsigte van, lede van die vakvereniging, word die "Pensioenfonds van die Druk- en Nuisbladnywerheid van Suid-Afrika" genoem en word hierby voortgesit.

4. HERROEPING VAN VORIGE REGULASIES.

Die bepalings van hierdie Ooreenkoms word in die plek gestel van alle vorige regulasies wat die Fonds beheer het wat as herroep geag moet word en van geen krag of uitwerking is nie, met dien verstande egter dat die publikasie van hierdie Ooreenkoms geen uitwerking moet hê op enigiets wat wettig gedoen of gely is ingevolge sodanige vorige regulasies nie.

5. ADMINISTRASIE.

(1) Bydraes moet aan die Fonds betaal word ooreenkomstig die bepalings van die Ooreenkoms gepromulgeer by Goewermentskennisgewing No. R. 1991 van 27 Desember 1963.

(2) Die Uitvoerende Komitee het die bevoegdheid om dié reëlins wat hy dienstig ag, te tref in verband met die betaling van administrasiekoste uit die Fonds.

(3) Alle bystand wat ingevolge hierdie Ooreenkoms betaalbaar is, moet deur tussenkoms van die takkantore van die vakvereniging betaal word, en die bedrae aldus betaal moet deur die Fonds aan die vakvereniging terugbetaal word. Die Staannde Komitee mag van tyd tot tyd die bedrae wat hy nodig mag ag vir die bystand wat betaal moet word, uit die Fonds aan die vakvereniging voorskiet.

(4) Alle eise om bystand moet skriftelik deur die eiser aan die plaaslike streeksekreteris/-organiseerder van die vakvereniging, of regstreeks aan die hoofkantoor van die vakvereniging in gevalle waar die lid nie onder die regsbevoegdheid van 'n tak val nie, voorgelê word. 'n Eiser moet alle inligting verskaf wat die Beheerraad

the Governing Board. Local officials shall forward all claims, together with the recommendations of their Branch Committees on such claims, to the headquarters of the Union for consideration by the Governing Board.

(5) The Governing Board shall arrive at a decision on a claim and advise the claimant of its decision.

(6) Any claimant, who is dissatisfied with a decision by the Governing Board, may appeal to the Executive Committee against such decision, by advising the local Regional Secretary/ Organiser of the Union or the General Secretary/Organiser of the Union, as the case may be, of the grounds upon which he bases his appeal, within a period of one month of the decision by the Governing Board. Any such appeal shall be forwarded to the Council through the headquarters of the Union and shall be accompanied by a statement by the Governing Board of the reasons for its decision. The appellant shall be advised of the decision of the Executive Committee through the headquarters of the Union. Should he still be dissatisfied, he may lodge a further appeal to the Council through the headquarters of the Union within one month of the decision by the Executive Committee and shall have the right to appear before the Council in support of his appeal. The decision of the Council shall be final and binding on all persons.

(7) The members and officials of the Council, Executive and Standing Committees and Governing Board shall not be liable for the debts and liabilities of the Fund and shall be, and they are hereby, indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

6. AUDITING OF ACCOUNTS, FINANCIAL STATEMENTS AND INVESTMENT OF FUNDS.

(1) The Accounts of the Fund shall be audited by Chartered Accountants bi-annually and financial statements be prepared showing:—

- (a) All moneys received—
 - (i) in terms of section 5 (1);
 - (ii) from other sources (if any); and
- (b) expenditure incurred under all headings;

during the relative period, together with a balance sheet showing the assets and liabilities of the Fund at the end of each half year. True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby be transmitted to the Secretary for Labour.

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

- (a) stock of the Government of the Republic of South Africa or local Government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) Savings Accounts, Permanent Shares or Fixed Deposits in registered building societies or banks; or
- (e) in any other manner approved by the Industrial Registrar.

7. CALCULATION OF PERIOD OF MEMBERSHIP.

When calculating a member's period of membership, the Governing Board shall include any period of service by that member in the Armed Forces of South Africa, or its allies, during the 1939-1945 War as well as all compulsory full-time military training or service in terms of the Defence Act, provided that such member was a Grade I or Grade II active member of the Union when his full-time service began, and also any period of contributory inactive membership.

Further, in the case of an old member, who has had a period of non-contributory inactive membership and who transferred back to active membership for a period of not less than twelve months prior to the application for benefits, the Governing Board may, in regard to an application for an allowance mentioned in section 9, 10 or 11, in its discretion, after consideration of the recommendation of the Union Branch Committee concerned, determine that member's period of membership as including the periods of membership immediately before and after the period of non-contributory inactive membership, provided that it is satisfied that the member transferred back to active membership in good faith in order to earn his living in the industry and thereafter was employed at his trade or occupation for not less than twelve months.

8. INACTIVE MEMBERSHIP.

(1) An old or a new member who transfers to inactive membership, and continues to work in the industry, shall elect whether his inactive membership shall be contributory or non-contributory. Such a member who fails to make his election within one month from the date of his transfer shall be deemed to have elected that his inactive membership shall be non-contributory.

van hom verlang. Plaaslike beamptes moet alle eise, tesame met die aanbevelings van hul takkomitees aangaande sulke eise, aan die hoofkantoor van die vakvereniging vir oorweging deur die Beheerraad stuur.

(5) Die Beheerraad moet tot 'n beslissing geraak oor 'n eis en die eiser in kennis stel van sy beslissing.

(6) 'n Eiser wat ontevrede is oor 'n beslissing deur die Beheerraad, mag by die Uitvoerende Komitee appél teen sodanige beslissing aanteken deur die plaaslike streeksekretaris/organiseerder van die vakvereniging of die hoofsekretaris/organiseerder van die vakvereniging, na gelang van die geval, binne 'n tydperk van 1 maand na die beslissing van die Beheerraad in kennis stel van die redes waarop hy sy appél grond. So 'n appél moet deur tussenkoms van die hoofkantoor van die vakvereniging aan die Raad gestuur word en moet vergesel gaan van 'n opgaaf van die redes vir die Beheerraad se beslissing. Die appellant moet deur tussenkoms van die hoofkantoor van die vakvereniging in kennis gestel word van die beslissing van die Uitvoerende Komitee. Indien hy nog ontevrede is, mag hy binne 1 maand ná die beslissing van die Uitvoerende Komitee, deur tussenkoms van die hoofkantoor van die vakvereniging, 'n verdere appél tot die Raad rig en het hy die reg om voor die Raad te verskyn ter stawing van sy appél. Die beslissing van die Raad is afdoende en bindend vir alle persone.

(7) Die lede en beamptes van die Raad, Uitvoerende en Staande Komitees en Beheerraad is nie verantwoordelik vir die skulde en verpligtings van die Fonds nie en moet, soos dit hierby geskied, deur die Fonds gevrywaar word teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide* uitvoering van van hul pligte.

6. OUDITERING VAN REKENINGS, FINANSIËLE STATE EN BELEGGING VAN FONDSE.

(1) Die rekenings van die Fonds moet deur geëksperteerde rekenmeesters twee keer per jaar geouditeer en moet finansiële state voorberei word wat die volgende aantoon:—

- (a) Alle gelde ontvang—
 - (i) kragtens klousule 5 (1) hiervan;
 - (ii) uit ander bronne (as daar was); en
- (b) uitgawes aangegaan onder alle hoofde;

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fonds aan die einde van elke halfjaar toon. Ware kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die voorsitter van die Raad, en van die ouditeursverslag daaroor, moet daarna ter insae lê aan die kantoor van die Raad. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later as 3 maande ná die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word.

(2) Alle geld wat nie nodig is vir lopende bepalinge en uitgawes nie mag nie op 'n ander wyse as onderstaande belê word nie—

- (a) in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in spaarbankrekenings of -sertifikate van die Poskantoor;
- (d) in spaarbankrekenings, permanente aandele of vaste deposito's in geregistreerde bougenootskappe of banke; of
- (e) enige ander wyse wat deur die Nywerheidsregistrator goedgekeur word.

7. BEREKENING VAN TYDPERK VAN LIDMAATSKAP.

Wanneer 'n lid se lidmaatskapydperk bereken word, moet die Beheerraad enige tydperk wat dié lid gedurende die oorlog van 1939/45 in die weermagte van Suid-Afrika of sy bondgenote gedien het, en ook alle verpligte voltydse militêre opleiding of diens kragtens die Verdedigingswet, daarby insluit; met dien verstande dat dié lid 'n aktiewe Graad I- of Graad II-lid van die vakvereniging was toe sy voltydse diens begin het, asook elke tydperk van bydraënde onaktiewe lidmaatskap.

Voorts mag die Beheerraad, in die geval van 'n ou lid wat 'n tyd lank 'n nie-bydraënde onaktiewe lid was en wat weer 'n aktiewe lid geword het vir 'n tydperk van minstens 12 maande vóór die aansoek om bystand, ten opsigte van 'n aansoek om 'n toelae soos in klousule 9, 10 of 11 bedoel, na goedvinde en na oorweging van die aanbeveling van die betrokke takkomitee van die vakvereniging, daardie lid se tydperk van lidmaatskap só vasstel dat dié tydperke van lidmaatskap onmiddellik voor en ná die tydperke van nie-bydraënde onaktiewe lidmaatskap insluit; met dien verstande dat die Beheerraad daarvan oortuig is dat die lid te goeder trou weer 'n aktiewe lid geword het om 'n bestaan in die nywerheid te vind en daarna vir minstens 12 maande in sy bedryf of beroep werksaam was.

8. ONAKTIEWE LIDMAATSKAP.

(1) 'n Ou of 'n nuwe lid wat na onaktiewe lidmaatskap oorgaan en wat voortgaan om in die Nywerheid te werk, moet kies of sy onaktiewe lidmaatskap bydraënd of nie-bydraënd gaan wees. 'n Lid wat versuim om binne 1 maand vanaf die datum van sy oorpasing te kies, word geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraënd moet wees.

(2) A member referred to in sub-section (1) who elects that his inactive membership shall be contributory, shall have his period of contributory inactive membership regarded as membership as defined, provided that both the employer's and the employee's contribution to the Fund is paid.

(3) A member who, having elected that his inactive membership shall be contributory, fails at any stage to pay both the employer's and the employee's contribution to the Fund shall, as from the date of failure to pay the contributions, be deemed to have elected that his inactive membership shall be non-contributory and the provisions of sub-sections (4), (5) and (6) shall apply *mutatis mutandis*, provided, however, that the Executive Committee may, in its discretion, authorise the acceptance of the arrear contributions and on payment thereof in accordance with the decision by that Committee, the provisions of this sub-section shall not apply in respect of the non-payment of those contributions.

(4) A new member, referred to in sub-section (1) who has elected, or is deemed to have elected, that his inactive membership shall be non-contributory shall, subject to the provisions of sub-section (6) be deemed to have forfeited all his interest in the Fund. An old member, referred to in sub-section (1), who elects or is deemed to have elected, that his inactive membership shall be non-contributory, shall further elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. A member who fails to make his election within one month from the date of his transfer shall be deemed to have elected to forfeit his interest.

(5) The provisions of section 7 shall apply in respect of an old member, referred to in sub-section (4), who has elected to retain his interest in the Fund. Section 7 shall also apply to persons who were inactive members on the 31st March, 1960, but were not employed in the Industry on that date. Should such a member return to the Industry, all the provisions of this section shall apply, *mutatis mutandis*, in respect of him with effect from the date of his return.

(6) An old member who has elected, or is deemed to have elected, to forfeit his interest in the Fund, or a new member who has elected that his inactive membership shall be non-contributory, shall be paid in respect of each complete year (12 months) of membership from the 1st July, 1959, an amount of R24 in respect of Grade I membership and R12 in respect of Grade II membership. Nothing further whatsoever shall be due or payable to or in respect of a member who is entitled to claim the payment mentioned in this sub-section. Should a person, who is entitled to claim a payment in terms of this sub-section, fail to submit his claim within a period of six months from the happening of the event entitling him to make the claim, the amount due shall, unless otherwise decided by the Governing Board, be forfeited for the benefit of the Fund.

(7) A new member, who transfers to inactive membership and leaves the Industry, shall be deemed to have forfeited all interest in the Fund with effect from the date on which he left the Industry. The provisions of sub-section (6) hereof, shall, however, apply *mutatis mutandis* in respect of such a member.

(8) An old member, who transfers to inactive membership and leaves the Industry, shall elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. Such a member who fails to make his election within one month from the date of his transfer shall be deemed to have elected to forfeit his interest. Section 7 shall apply in respect of a member mentioned in this paragraph who has elected to retain his interest in the Fund. The provisions of sub-section (6) hereof shall apply *mutatis mutandis* in respect of a member mentioned in this sub-section who has elected, or is deemed to have elected, to forfeit his interest in the Fund.

(9) Notwithstanding anything to the contrary contained in this Agreement, the Governing Board may, in its discretion, pay, in deserving cases, to the dependant of a deceased old member, who has forfeited, or is deemed to have forfeited, his interest in the Fund, an amount not exceeding the amount which would have been payable as a Mortality grant in terms of section 13 in respect of the member's membership before the 30th June, 1959, should he not have forfeited or be deemed to have forfeited his interest in the Fund in terms of the provisions of this Agreement or of the regulations previously applicable to the Fund.

9. RETIREMENT ALLOWANCES.

(1) A retirement allowance shall be granted to an active or a contributory inactive member who has completed not less than twenty years' membership and has attained the pensionable age; provided, however, that a male, who was a member of the Union on the 30th June, 1959, and who has completed not less than forty years' membership shall be eligible for the allowance at any time after he has attained the age of sixty years.

(2) The maximum allowance payable shall be—

Grade I members of the Union: R10.50 per week;
Grade II members of the Union: R7.50 per week.

(3) In order to qualify for the maximum allowance, a member must have completed not less than forty years' membership, provided, however, that an old member who, because of his age when he was first admitted to membership, is unable to complete forty years' membership, shall qualify for the maximum allowance after not less than twenty-five years' membership.

(2) Die tydperk van bydraende onaktiewe lidmaatskap van 'n lid wat by subklousule (1) bedoel word en wat verkies dat sy onaktiewe lidmaatskap bydraend moet wees, word geag 'n tydperk van lidmaatskap te wees soos omskryf; met dien verstande dat sowel die werkgewer as die werknemer se bydrae tot die Fonds betaal word.

(3) 'n Lid wat versuim om te eniger tyd sowel die werkgewer as die werknemer se bydrae tot die Fonds te betaal nadat hy verkies het dat sy onaktiewe lidmaatskap bydraend moet wees, word vanaf die datum waarop daar versuim is om die bydraes te betaal, geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, en die bepalings van subklousules (4), (5) en (6) is dan *mutatis mutandis* van toepassing; met dien verstande egter dat die Uitvoerende Komitee na goedvinde die aanname van die agterstallige bydraes mag goedkeur en by betaling daarvan ooreenkomstig die Komitee se besluit, is die bepalings van hierdie subklousule nie van toepassing ten opsigte van die nie-betaling van daardie bydraes nie.

(4) 'n Nuwe lid, in subklousule (1) bedoel, wat verkies het of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, word, behoudens die bepalinge van subklousule (6), geag al sy belange in die Fonds te verbeur het. 'n Ou lid, in subklousule (1) bedoel, wat verkies of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet verder kies of hy sodanige belange in die Fonds wat hom mag toekom, wil behou of verbeur. 'n Lid wat versuim om binne 1 maand vanaf die datum waarop hy die verandering maak, te kies, word geag te verkies het om sy belange te verbeur.

(5) Die bepalings van klousule 7 is van toepassing ten opsigte van 'n ou lid, in subartikel (4) bedoel, wat verkies het om sy belange in die Fonds te behou. Klousule 7 is ook van toepassing op diegene wat op 31 Maart 1960 onaktiewe lede was maar nie op daardie datum in die Nywerheid werksaam was nie. Indien so 'n lid na die Nywerheid terugkeer, is al die bepalings van hierdie klousule *mutatis mutandis* op hom van toepassing met ingang van die datum van sy terugkeer.

(6) 'n Ou lid wat verkies het, of wat geag word te verkies het, om sy belange in die Fonds te verbeur, of 'n nuwe lid wat verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet ten opsigte van elke voltooid jaar (12 maande) lidmaatskap vanaf 1 Julie 1959 'n bedrag van R24 ten opsigte van Graad I-lidmaatskap en R12 ten opsigte van Graad II-lidmaatskap betaal word. Daar is hoegenaamd niks meer verskuldig of betaalbaar aan of ten opsigte van 'n lid wat daarop geregtig is om die betaling wat in hierdie subklousule genoem word, te eis nie. Indien iemand wat geregtig is om betaling kragtens hierdie subklousule te eis, versuim om sy eis in te stel binne 'n tydperk van 6 maande vanaf die gebeurtenis wat hom op so 'n eis geregtig maak, word die verskuldigde bedrag ten gunste van die Fonds verbeur tensy die Beheerraad anders besluit.

(7) 'n Nuwe lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, word geag alle belange in die Fonds te verbeur het met ingang van die datum waarop hy die Nywerheid verlaat het. Die bepalings van subklousule (6) hiervan is egter *mutatis mutandis* ten opsigte van sodanige lid van toepassing.

(8) 'n Ou lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, moet kies of hy die belange in die Fonds wat hom mag toekom, wil behou of verbeur. So 'n lid wat versuim om binne 1 maand vanaf die datum waarop hy onaktiewe lid word, te kies, word geag te verkies het om sy belange te verbeur. Klousule 7 is van toepassing ten opsigte van 'n lid wat in hierdie paragraaf bedoel word en wat verkies het om sy belange in die Fonds te behou. Die bepalings van subklousule (6) hiervan is *mutatis mutandis* van toepassing ten opsigte van 'n lid wat in hierdie subklousule bedoel word wat verkies het of geag word te verkies het om sy belange in die Fonds te verbeur.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag die Beheerraad, na goeddunke, in verdienstelike gevalle, aan die afhanklike van 'n afgestorwe ou lid wat sy belange in die Fonds verbeur het of geag word dit te verbeur het, 'n bedrag betaal van hoogstens die bedrag wat ingevolge klousule 13 ten opsigte van 'n lid se lidmaatskap vóór 30 Junie 1959, as 'n sterftetoekenning betaalbaar sou gewees het indien hy nie sy belange in die Fonds ingevolge die bepalings van hierdie Ooreenkoms of van die regulasies wat voorheen op die Fonds van toepassing was, verbeur het of geag word dit te verbeur het nie.

9. AFTREETOELAES.

(1) 'n Aftreetoelae moet toegestaan word aan 'n aktiewe of 'n bydraende onaktiewe lid wat minstens 20 jaar lidmaatskap voltooi het en die pensioenleefyd bereik het; met dien verstande egter dat 'n man wat op 30 Junie 1959 lid van die vakvereniging was en minstens 40 jaar lidmaatskap voltooi het, te eniger tyd nadat hy die ouderdom van 60 jaar bereik het, vir die toelae in aanmerking kom.

(2) Die maksimum toelae wat betaalbaar is, is soos volg:—

Graad I-lede van die vakvereniging: R10.50 per week.
Graad II-lede van die vakvereniging: R7.50 per week.

(3) Ten einde vir die maksimum toelae in aanmerking te kom, moet 'n lid minstens 40 jaar lidmaatskap voltooi het; met dien verstande egter dat 'n ou lid wat weens sy ouderdom toe hy vir die eerste maal as lid toegelaat is, nie in staat is om 40 jaar lidmaatskap te voltooi nie, vir die maksimum toelae in aanmerking kom ná minstens 25 jaar lidmaatskap.

(4) The allowance payable to a member, who does not qualify for the maximum allowance, shall be calculated in the proportion of the maximum allowance that the number of years of membership bears to forty, provided, however, that the proportionate allowance payable to an old member who, because of his age when he was first admitted to membership, is unable to complete forty years of membership, shall be calculated in the proportion of the maximum allowance that the number of years of membership bears to twenty-five. In no case shall the allowance payable exceed the maximum allowance mentioned in sub-section (2).

(5) Should a member have served his membership partly as a Grade I and partly as a Grade II member, the allowance payable to him shall be calculated pro rata according to the number of years served in each grade.

(6) A member, who has been granted a retirement allowance in terms of this regulation, shall not perform any work in the Industry, which is normally done by a member of the Union, without having first obtained the permission of the Standing Committee. Should permission be granted, the member shall transfer back to active membership and the allowance shall not be paid while he is an active member. Payment of the allowance shall be resumed on the member again becoming an inactive member and ceasing work of the class mentioned. Unless otherwise decided by the Governing Board, no further payment whatsoever shall be made to, or in respect of a member, who fails to comply with the provisions of this sub-section.

10. INCAPACITY CASES.

(1) A retirement allowance shall be granted to an active or contributory inactive member, who has completed not less than twenty years' membership and has proved to the satisfaction of the Governing Board that, because of ill health, he is unable to continue working in the Industry.

(2) The maximum allowance payable in such cases shall be calculated in the proportion of the maximum allowance mentioned in section 9 (2) that the number of years of membership bears to 40, provided, however, that that maximum allowance shall in no case be exceeded and provided further than in determining the allowance payable in each particular case, the Governing Board shall have due regard to the earning capacity at any occupation whatsoever of the incapacitated member.

(3) The Governing Board shall, from time to time, review all cases where allowances have been granted in terms of this or any corresponding provision and, at its discretion, shall adjust such allowances in accordance with the principles set out in sub-section (2).

11. ALLOWANCES FOR WIDOWS AND DEPENDANTS.

(1) Should an active or a contributory inactive member, who has completed not less than twenty years' membership, die before having been granted a retirement allowance in terms of section 9 or 10, the amount which would have been paid to that member over a period of 24 months had he not died, shall be paid to the deceased member's widow or other dependant over such period as the Governing Board may determine. For the purposes of this paragraph the deceased member shall be deemed to have reached the pensionable age at the date of his death. The allowance payable shall be calculated in the proportion of the maximum allowance mentioned in section 9 (2) that the number of years of membership bears to forty, provided, however, that in the case of a deceased old member of the class mentioned in this sub-section the allowance payable shall be calculated in the proportion of the maximum allowance mentioned in section 9 (2) that the number of years of membership bears to twenty-five. In no case shall the allowance payable exceed the maximum allowance mentioned in section 9 (2).

(2) The widow or other dependant of a deceased member, who died after he had been granted a retirement allowance in terms of section 9 or 10 shall be paid, over such period as the Governing Board may determine, the amount which would have been paid to the deceased member over a period of 24 months from the date of his death, had he not died.

(3) Should the widow or other dependant of a deceased member, who has been granted an allowance in terms of this regulation, contract a marriage before having received the full allowance authorised, no further payment whatsoever shall be made from the Fund to that person after the date of such marriage.

12. RETIRAL GRANTS FOR FEMALE MEMBERS.

(1) A female member, who has completed her period of probation for benefits as determined by the Union and who resigns from membership of the Union and leaves the Industry, shall be paid a retiral grant of R2 for each complete year (12 months) of membership up to the 30th June, 1959, and of R24 for each complete year (12 months) of Grade I membership and of R12 for each complete year (12 months) Grade II membership from the 1st July, 1959. Nothing further whatsoever shall be payable by the Fund to such a member.

(2) Unless otherwise decided by the Governing Board, no grant shall be payable in terms of this regulation if no claim is received within a period of three months from the date on which the member concerned resigned from membership of the Union.

(4) Die toelae wat betaalbaar is aan 'n lid wat nie vir die maksimum toelae in aanmerking kom nie, moet bereken word in die verhouding van die maksimum toelae waarin die verhouding van sy getal jare lidmaatskap tot 40 staan; met dien verstande egter dat die eweredige toelae wat betaalbaar is aan 'n ou lid wat weens sy ouderdom toe hy vir die eerste keer as lid toegelaat is, nie in staat is om 40 jaar lidmaatskap te voltooi nie, bereken moet word in die verhouding van die maksimum toelae waarin die getal jare van lidmaatskap tot 25 staan. In geen geval mag die betaalbare toelae die maksimum toelae wat in subklousule (2) genoem word, te bowe gaan nie.

(5) Indien 'n lid sy lidmaatskap gedeeltelik as 'n Graad I- en gedeeltelik as 'n Graad II-lid uitgedien het, moet die toelae wat aan hom betaalbaar is, op 'n pro rata grondslag bereken word volgens die getal jare lidmaatskap in elke graad.

(6) 'n Lid aan wie 'n aftreetoelae ingevolge hierdie regulasie toegeken is, mag geen werk wat gewoonlik deur 'n lid van die vakvereniging gedoen word, in die Nywerheid doen sonder om eers die toestemming van die Staande Komitee te verkry nie. Indien toestemming verleen word, moet die lid weer 'n aktiewe lid word en mag die toelae nie betaal word terwyl hy 'n aktiewe lid is nie. Betaling van die toelae moet hervat word wanneer die lid weer 'n onaktiewe lid word en ophou om die werk in genoemde klas te verrig. Tensy die Beheerraad anders besluit, mag geen verdere bedrag hoegenaamd aan of ten opsigte van 'n lid wat versuim om die bepaling van hierdie subklousule na te kom, betaal word nie.

10. ONGESKIKTHEIDSGEVALLE.

(1) 'n Aftreetoelae moet toegestaan word aan 'n aktiewe lid of of 'n bydraende onaktiewe lid, wat minstens 20 jaar lidmaatskap voltooi het en wat tot bevrediging van die Beheerraad bewys het dat hy as gevolg van swak gesondheid nie in staat is om langer in die Nywerheid te werk nie.

(2) Die maksimum toelae wat in sodanige gevalle betaalbaar is, moet bereken word in die verhouding van die maksimum toelae, gemeld in klousule 9 (2), waarin die verhouding van sy getal jare lidmaatskap tot 40 staan; met dien verstande egter dat daardie maksimum toelae in geen geval te bowe gegaan mag word nie en voorts met dien verstande dat die Beheerraad die verdienvermoë van die ongeskikte lid in enige beroep van watter aard ook al, behoortlik in ag moet neem by die vasstelling van die toelae wat in elke besondere geval betaalbaar is.

(3) Die Beheerraad moet van tyd tot tyd alle gevalle waar toelae ingevolge hierdie of enige ooreenstemmende bepaling toegestaan is, heroorweeg en dié toelae na goedvinde aanpas ooreenkomstig die beginsels in subklousule (2) gemeld.

11. TOELAES VIR WEDUWES EN AFHANKLIKES.

(1) Indien 'n aktiewe of 'n bydraende onaktiewe lid wat minstens 20 jaar lidmaatskap voltooi het, te sterwe kom voordat 'n aftreetoelae ingevolge artikel 9 of 10 aan hom toegestaan is, moet die bedrag wat oor 'n tydperk van 24 maande aan daardie lid betaal sou gewees het as hy nie gesterf het nie, aan die afgestorwe lid se weduwee of ander afhanklike betaal word gedurende dié tydperk wat die Beheerraad mag bepaal. Vir die toepassing van hierdie paragraaf word die afgestorwe lid geag die pensioenleefyd te bereik het op die datum van sy afsterwe. Die betaalbare toelae moet bereken word in die verhouding van die maksimum toelae, genoem in klousule 9 (2), waarin die verhouding van sy getal jare lidmaatskap tot 40 staan; met dien verstande egter dat in die geval van 'n afgestorwe ou lid van die klas wat in hierdie subklousule genoem word, die betaalbare toelae bereken moet word in die verhouding van die maksimum toelae, genoem in klousule 9 (2), waarin die verhouding van sy getal jare lidmaatskap tot 25 staan. In geen geval mag die betaalbare toelae die maksimum toelae wat in klousule 9 (2) genoem word, te bowe gaan nie.

(2) Die weduwee of ander afhanklike van 'n afgestorwe lid wat tot sterwe gekom het nadat daar ingevolge klousule 9 of 10 'n aftreetoelae aan hom toegestaan is, moet gedurende dié tydperk wat die Beheerraad mag bepaal, die bedrag betaal word wat aan die afgestorwe lid betaal sou gewees het oor 'n tydperk van 24 maande vanaf die datum van sy afsterwe, indien hy nie te sterwe gekom het nie.

(3) Indien die weduwee of ander afhanklike van 'n afgestorwe lid aan wie 'n toelae ingevolge hierdie regulasie toegestaan is, in die huwelik tree voordat sy die volle toelae, soos toegestaan, ontvang het, mag daar na die datum van sodanige huwelik geen verdere bedrag hoegenaamd uit die Fonds aan daardie persoon betaal word nie.

12. AFTREETOEKENINGS VIR VROULIKE LEDE.

(1) 'n Vroulike lid wat haar proeftydperk vir bystand, soos deur die vakvereniging vasgestel, voltooi het en wat as lid van die vakvereniging bedank en die Nywerheid verlaat, moet 'n aftreetoekenning van R2 betaal word vir elke voltooide jaar (12 maande) lidmaatskap tot 30 Junie 1959, en vanaf 1 Julie 1959, 'n toekenning van R24 vir elke voltooide jaar (12 maande) Graad I-lidmaatskap en R12 vir elke voltooide jaar (12 maande) Graad II-lidmaatskap. Niks meer hoegenaamd is aan sodanige lid deur die Fonds betaalbaar nie.

(2) Tensy die Beheerraad anders besluit, is geen toekenning ingevolge hierdie regulasie betaalbaar indien geen eis binne 'n tydperk van 3 maande vanaf die datum waarop die betrokke lid as lid van die vakvereniging bedank het, ontvang word nie.

13. MORTALITY GRANTS.

(1) A mortality grant shall be paid to the dependant or, if there be no dependant, the nominee of a deceased member on his death. The amount payable shall be in accordance with the number of complete years (12 months) of membership and shall be ascertained as follows:—

Period of Membership.	Grade I.	Grade II.
One year.....	R16.00	R8.00
Two years.....	R24.00	R12.00
Three years.....	R36.00	R18.00

The amount payable in respect of Grade I members shall be increased by R12 for each additional year of membership up to a maximum of R400 and that payable in respect of Grade II members by R6 for each additional year of membership up to a maximum of R200, provided, however, that in the case of a deceased member, in respect of whom no other benefit is payable in terms hereof, the mortality grant payable shall not be less than the amount which would have been payable to that member, in terms of section 8 (6) had he transferred to inactive membership and left the Industry immediately prior to his death.

(2) The provisions of this section shall apply only in respect of members who, at the date of their death, were active members, contributory inactive members, inactive members in receipt of a retirement allowance, or non-contributory inactive old members who have not forfeited their interest in the Fund in terms of this Agreement or of the regulations previously applicable to the Fund. For the purposes of sub-section (1) hereof, the period of membership of a deceased non-contributory inactive old member shall be the period of continuous active membership served by him immediately before he last transferred to inactive membership.

(3) The amount payable in terms of sub-section (1), may be paid in a lump sum or in instalments over such period as the Governing Board may determine.

(4) Each member shall be entitled to nominate the person to whom the mortality grant shall be paid on his death in the event of him leaving no dependant. All such nominations shall be in writing and shall be lodged with the local Regional Secretary/Organiser of the Union or the Headquarters of the Union where the member does not fall under the jurisdiction of a branch. A nomination made by a member for the purposes of the Union Mortality Trust Fund, or a nomination made in terms of previous regulations relating to the Fund, shall be deemed to be a nomination made in terms of this sub-section, provided, however, that a member may nominate one person to receive the amount due from the Union Mortality Trust Fund and another to receive that due in terms of this section.

(5) Should there be no dependant and should no nomination in terms of sub-section (4) have been made, the grant may, at the discretion of the Governing Board, be paid to any person who, in the opinion of that Board establishes a reasonable claim to it.

(6) In the event of there being more than one claimant, the grant may at the discretion of the Governing Board be apportioned amongst the various claimants.

(7) Should a member have served his membership partly as a Grade I and partly as a Grade II member, the grant payable in respect of him shall be calculated *pro rata* according to the number of years served in each grade.

(8) Should the widow or other dependant of a deceased member have been granted an allowance in terms of section 11, the grant payable in terms of this regulation shall not be paid until such time as that allowance is no longer payable; provided, however, that the Governing Board may authorise the immediate payment of such amount as is required to meet funeral and other essential expenses.

(9) Should the Governing Board, after due enquiry, be unable to ascertain the whereabouts of the nominee of a deceased member within six months of the date of his death, that member shall be deemed not to have made a nomination and the provisions of sub-section (5) hereof shall apply.

(10) Unless otherwise decided by the Governing Board, no grant shall be payable in terms of this section in cases where the deceased member has not made, or is deemed not to have made, a nomination in terms of sub-section (4), if no claim from the widow or other dependant for the grant is received within a period of nine months from the date of the death of the member.

14. FORFEITURE OF BENEFITS.

(1) Subject to the provisions of section 12, a person, who resigns or is expelled from the Union, shall be deemed to have forfeited all his interest in the Fund; provided, however, that the provisions of section 8 (6) shall apply *mutatis mutandis* in respect of him.

13. STERFTETOOKENINGS.

(1) 'n Sterftetoekenning is aan die afhanklike of, indien daar geen afhanklike is nie, aan die benoemde van 'n afgestorwe lid by sy afsterwe betaalbaar. Die betaalbare bedrag word ooreenkomstig die getal voltooide jare (12 maande) lidmaatskap bereken en word soos volg vasgestel:—

Tydsperk van lidmaatskap.	Graad I.	Graad II.
Een jaar.....	R16.00	R8.00
Twee jaar.....	R24.00	R12.00
Drie jaar.....	R36.00	R18.00

Die bedrag wat betaalbaar is ten opsigte van Graad I-lede, moet met R12 vir elke bykomende jaar lidmaatskap verhoog word tot 'n maksimum van R400 en dié betaalbaar ten opsigte van Graad II-lede, met R6 vir elke bykomende jaar lidmaatskap tot 'n maksimum van R200; met dien verstande egter dat, in die geval van 'n afgestorwe lid ten opsigte van wie geen ander bystand ingevolge hiervan betaalbaar is nie, die betaalbare sterftetoekenning minstens die bedrag moet wees wat ingevolge klousule 8 (6) aan die lid betaalbaar sou gewees het indien hy onmiddellik voor sy afsterwe 'n onaktiewe lid geword en die nywerheid verlaat het.

(2) Die bepalinge van hierdie klousule is slegs van toepassing ten opsigte van lede wat op die datum van afsterwe, aktiewe lede was, bydraende onaktiewe lede, onaktiewe lede wat 'n aftree-toelae ontvang het, of nie-bydraende onaktiewe ou lede wat nie hul belange in die Fonds ingevolge hierdie Ooreenkoms of ingevolge die regulasies wat voorheen op die Fonds van toepassing was, verbeur het nie. Vir die toepassing van subklousule (1) hiervan is die lidmaatskaptypperk van 'n afgestorwe nie-bydraende onaktiewe ou lid die tydperk van ononderbroke aktiewe lidmaatskap wat hy uitgedien het onmiddellik voordat hy laas 'n onaktiewe lid geword het.

(3) Die bedrag betaalbaar ingevolge subklousule (1) mag in 'n ronde som betaal word, of in paaiement gedurende die tydperk wat die Beheerraad mag bepaal.

(4) Elke lid is daarop geregtig om die persoon te benoem aan wie die sterftetoekenning by sy afsterwe betaal moet word ingeval hy nie 'n afhanklike nalaat nie. Alle sodanige benoemings moet op skrif gestel en ingedien word by die plaaslike streeksekreteraris-organiseerder van die vakvereniging of by die hoofkantoor van die vakvereniging ingeval 'n lid nie onder die regsbevoegdheid van 'n tak val nie. 'n Benoeming wat vir die doel van die sterftetrustfonds van die vakvereniging deur 'n lid gedoen is of 'n benoeming ingevolge vorige regulasies betreffende die Fonds, word geag 'n benoeming te wees wat ingevolge hierdie subklousule gedoen is; met dien verstande egter dat 'n lid één persoon mag benoem om die bedrag wat verskuldig is uit die sterftetrustfonds van die vakvereniging te ontvang en iemand anders om die bedrag wat ingevolge hierdie klousule verskuldig is, te ontvang.

(5) Indien daar geen afhanklike is nie en indien geen benoeming ingevolge subklousule (4) gedoen is nie, mag die toekenning na goedvinde van die Beheerraad betaal word aan enigiemand wat na die mening van daardie Raad redelike grond vir sy aanspraak daarop aanvoer.

(6) Ingeval daar meer as een eiser is, mag die toekenning na goedvinde van die Raad onder die verskillende eisers verdeel word.

(7) Indien 'n lid se lidmaatskap gedeeltelik uit Graad I- en gedeeltelik uit Graad II-lidmaatskap bestaan het, word die toekenning wat ten opsigte van hom betaalbaar is, op 'n *pro rata* grondslag bereken volgens die getal jare in elke graad gedien.

(8) Indien daar aan die weduwee of ander afhanklike van 'n afgestorwe lid 'n toelae ingevolge klousule 11 toegestaan is, mag die toekenning wat ingevolge hierdie regulasie betaalbaar is, nie betaal word nie tot tyd en wyl daardie toelae nie meer betaalbaar is nie; met dien verstande egter dat die Beheerraad magtiging mag verleen vir die onmiddellike betaling van die bedrag wat nodig is om begrafnis- en ander noodsaaklike koste te dek.

(9) Indien die Beheerraad na behoorlike navraag nie in staat is om binne 6 maande na die datum van afsterwe van 'n lid, vas te stel waar die benoemde hom bevind nie, word daardie lid geag nie 'n benoeming te gedoen het nie en is die bepalinge van subklousule (5) hiervan van toepassing.

(10) Indien die weduwee of ander afhanklike nie die toekenning binne 'n tydperk van 9 maande vanaf die datum van afsterwe van die lid eis nie, is daar, tensy die Beheerraad anders besluit, geen toekenning ingevolge hierdie klousule betaalbaar nie in gevalle waar die afgestorwe lid nie 'n benoeming ingevolge subklousule (4) gedoen het of geag word dit te gedoen het nie.

14. VERBEURING VAN BYSTAND.

(1) Behoudens die bepalinge van klousule 12, word iemand wat uit die Fonds bedank of uitgesit word, geag al sy belange in die Fonds te verbeur het; met dien verstande egter dat die bepalinge van klousule 8 (6) *mutatis mutandis* op hom van toepassing is.

(2) Benefits due or payable to any person from the Fund shall not be capable of being exercised or claimed in any way by anybody other than that person and shall be purely personal to him and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him, or of being attached for any creditor, or of vesting in any other person whomsoever in any capacity. Such benefits shall be determined absolutely and be wholly forfeited for the benefit of the Fund on the happening of any of the following events:—

(a) If the person concerned—

- (i) is finally declared insolvent or surrenders his estate or assigns his estate in any way for the benefit of his creditors;
- (ii) purports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of the benefits accruing or payable to him;
- (iii) is committed to any State-aided institution or mental asylum;

(b) if a creditor of the person concerned purports to attach or to sell under any writ of execution or causes to be so attached or so sold all or any benefits accruing or payable from the Fund.

In the event of any person forfeiting his benefits as aforesaid, the Governing Board may, at its discretion, from time to time pay out of the Fund (or without notice cease to pay)—

- (a) to such person such amount or amounts as it may consider necessary for the support of such person, and/or
- (b) to the dependants of such person such amount or amounts as it may consider necessary for the support of such dependants.

Provided that the total payments to any such person (and/or dependants) shall not exceed at any time the amount which would have been payable at that time if the benefits had not been determined and forfeited as aforesaid. Further, any benefits due or payable to any person, but not yet paid, shall be determined absolutely and be wholly forfeited for the benefit of the Fund immediately on the death of that person, provided, however, that, at the discretion of the Governing Board, an amount not exceeding the benefits so forfeited may be paid to the widow or other dependant of the deceased member.

15. SET-OFF.

Notwithstanding anything to the contrary contained herein, any benefits payable to or in respect of a person may, at the discretion of the Governing Board, be set off against any amount owing by that person or his estate to the Medical Aid Fund or any other Fund of the Council. Any amount set off shall be transferred to the Fund concerned.

16. EXPIRY OF AGREEMENT.

(1) Should this Agreement expire through effluxion of time or for any other reason and a subsequent agreement for the continuation of the Fund not be negotiated within a period of two years from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the benefit of employees in the Industry of the same class as the members of the Fund, the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is continued by any other agreement or transferred to any other fund referred to above, be administered by a Committee consisting of four persons nominated by the Employers' Organisations and four persons nominated by the Trade Union.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period while this Agreement is binding in terms of section thirty-four (2) of the Industrial Conciliation Act, 1956, the Fund shall be administered by a Committee constituted as provided for in sub-section (1) until the Agreement expires, whereafter the Fund shall be liquidated.

(3) Any vacancy occurring on the Committee referred to in sub-sections (1) and (2) shall be filled by the party who nominated the member whose place is to be filled. If for any reason a party fails to nominate the members of the Committee the Industrial Registrar may select them from employers and employees in the Industry so as to ensure an equality of employer and employee representatives on the Committee. The Committee shall exercise the powers of the Council and the Executive and Standing Committees, provided, however, that all moneys and securities of the Fund shall be dealt with and expended only for the purposes of the Fund and in accordance with the provisions of this Agreement. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a Trustee or Trustees to carry out the duties of the Committee and such Trustee or Trustees shall possess all the powers of the Committee for such purpose.

(2) Bystand verskuldig of betaalbaar uit die Fonds aan enigiemand mag deur niemand anders as daardie persoon gebruik of geëis word nie, en is uitsluitlik vir hom persoonlik bedoel en mag nie gesedeer, oorgedra, oorgemaak, verpand of verhipotekeer of op enige ander wyse deur hom vervreem word nie en 'n krediteur mag nie beslag daarop lê en die eiendomsreg daarop mag op niemand anders in water hoedanigheid ookal, oorgaan nie. Dié bystand moet absoluut vasgestel en totaal ten gunste van die Fonds verbeur word wanneer enigeen van die volgende gebeurtenisse plaasvind:—

(a) As die betrokke persoon—

- (i) finaal insolvent verklaar word of sy boedel op enige wyse ten gunste van sy krediteure oorgee of oordra;
- (ii) voorgee om 'n deel van of al die bystand wat hom toeval of aan hom betaalbaar is, te sedgeer, oor te dra, oor te maak, te verpand, te verhipotekeer of op enige wyse te vervreem;
- (iii) in enige Staatsondersteunde inrigting of sielsiekegestig opgeneem word;

(b) indien 'n krediteur van die betrokke persoon voorgee om kragtens 'n lasbrief vir eksekusie beslag te lê op al die bystand of 'n deel daarvan wat aan hom uit die Fonds toeval of aan hom daaruit betaalbaar is, of dit te verkoop, of beslag daarop, laat lê of dit laat verkoop.

Ingeval enigiemand sy bystand verbeur soos hierbo genoem, mag die Beheerraad na goedvinde van tyd tot tyd die volgende bedrae uit die Fonds betaal (of sonder kennisgewing ophou om dit te betaal):—

- (a) Aan so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig mag ag vir sy onderhoud, en/of
- (b) aan die afhanklikes van so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig mag ag vir die onderhoud van dié afhanklikes:

Met dien verstande dat die totale betalings aan so 'n persoon (en/of afhanklikes) te eniger tyd hoogstens die bedrag mag wees wat op daardie tydstip betaalbaar sou gewees het indien die bystand nie, soos hierbo genoem, vasgestel en verbeur is nie. Daarbenewens moet alle bystand wat aan enigiemand verskuldig is maar nog nie betaal is nie, onmiddellik na die afsterwe van daardie persoon absoluut vasgestel en geheel en al ten gunste van die Fonds verbeur word; met dien verstande egter dat 'n bedrag van hoogstens die bystand wat aldus verbeur is, na goedvinde van die Beheerraad, aan die weduwee of ander afhanklike van die afgestorwe lid betaal mag word.

15. SKULDVERGELYKING.

Ondanks andersluidende bepalinge hierin mag bystand wat aan of ten opsigte van 'n persoon betaalbaar is, na goedvinde van die Beheerraad, van enige bedrag wat deur so 'n persoon of sy boedel aan die mediese hulpfonds of enige ander fonds van die Raad verskuldig is, afgetrek word. Alle bedrae wat aldus afgetrek word, moet na die betrokke fonds oorgedra word.

16. VERSTRYKING VAN OOREENKOMS.

(1) Indien hierdie Ooreenkoms verstryk deur verloop van tyd of om enige ander rede en 'n daaropvolgende Ooreenkoms vir die voortsetting van die Fonds nie gesluit word binne 'n tydperk van 2 jaar vanaf die datum van dié verstryking of ingeval die Fonds nie deur die Raad binne dié tydperk oorgedra word na 'n ander fonds wat ingestel is tot voordeel van die werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds nie, moet die Fonds gelikwider word. Gedurende genoemde tydperk van 2 jaar of totdat dit voortgesit word by enige ander ooreenkoms of oorgeplaas word na enige ander fonds hierbo bedoel, moet die Fonds geadminestreer word deur 'n komitee bestaande uit 4 persone genomineer deur die werkgewersorganisasies en 4 persone genomineer deur die Vakvereniging.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet op Nywerheidsversoeniging, 1956, bindend is, moet die Fonds geadminestreer word deur 'n komitee saamgestel soos bepaal in subklousule (1) totdat die Ooreenkoms verstryk, waarna die Fonds gelikwider moet word.

(3) 'n Vakature wat ontstaan in die komitee bedoel in subklousules (1) en (2) moet gevul word deur die party wat die lid benoem het wie se plek gevul moet word. Ingeval 'n party om water rede ook al versuim om die lede van die komitee te benoem, mag die Nywerheidsregistrator hulle uit werkgewers en werknemers in die Nywerheid kies ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Die komitee moet die bevoegdhede van die Raad en die Uitvoerende en Staande Komitees besit, met dien verstande egter dat met alle geld en sekuriteite van die Fonds gehandel en dit bestee moet word slegs vir die doelstellings van die Fonds en ooreenkomstig die bepalinge van hierdie Ooreenkoms. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en dié trustee of trustees moet dan al die bevoegdhede van die komitee vir dié doel besit.

17. LIQUIDATION OF FUND.

(1) Upon liquidation of the Fund in terms of section 16 the Liquidator shall realise the assets of the Fund and purchase annuities payable for life from a registered life insurance company for all persons in receipt of retirement allowances authorised in terms of sections 9 or 10 of this Agreement. Any balance remaining, after payment of the costs of liquidation, shall, if the Industrial Registrar so directs, be transferred to some other fund established for the benefit of employees in the Industry of the same class as the members of the Fund, or, in the absence of any such direction shall be apportioned on an equitable basis, recommended by an Actuary, amongst the active and contributory inactive members, who, at the date of expiry of this Agreement or any extension thereof had had not less than 15 years of membership.

(2) Subject to the directions of the Industrial Registrar the Liquidator may use any amount due to a member in terms of sub-section (1) to purchase from a registered life insurance company an annuity for that member payable from the pensionable age, or may pay the amount due direct to the member.

(3) The Fund shall be liquidated by the Committee or the Trustee or Trustees, referred to in section 16, as the case may be.

The Employers' Organisations and the Trade Union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Dated at Cape Town this 29th day of August, 1963,

G. M. C. CRONWRIGHT,
Employers' Representative,
Chairman of the Council.

N. V. BOLTMAN,
Employees' Representative,
Vice-Chairman of the Council.

E. P. KEMP,
Secretary of the Council.

17. LIKWIDASIE VAN FONDS.

(1) By likwidasië van die Fonds kragtens klousule 16 moet die likwidateur die bates van die Fonds te gelde maak en lyfrentepolis, betaalbaar gedurende die lewe van die polishouer, van 'n geregistreerde lewensversekeringsmaatskappy koop vir alle persone wat aftreetoelae ontvang wat gemagtig word ingevolge klousule 9 of 10 van hierdie Ooreenkoms. Enige oorblywende saldo, nadat die likwidasiëkoste betaal is, moet, indien die Nywerheidsregistrator dit gelas, oorgedra word na enige ander fonds wat ingestel is vir die voordeel van werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds, of, by gebrek aan so 'n lasgewing moet dit op 'n regverdige grondslag verdeel word, soos deur 'n aktuaris aanbeveel, onder die aktiewe en bydraende onaktiewe lede wat op die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, minstens 15 jaar lank lid was.

(2) Behoudens die lasgewing van die Nywerheidsregistrator, mag die likwidateur enige bedrag wat aan 'n lid ingevolge subklousule (1) verskuldig is, gebruik om van 'n geregistreerde lewensversekeringsmaatskappy 'n lyfrentepolis vir daardie lid te koop wat vanaf die pensioenleeftyd betaalbaar is, of mag hy die verskuldigde bedrag regstreeks aan die lid betaal.

(3) Die Fonds moet gelikwideer word deur die komitee of die trustee of trustees, in klousule 16 bedoel, na gelang van die geval.

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms wat hierin vervat is, geraak het, verklaar die ondergetekende gemagtigde ampdraers van die Raad hierby dat bostaande Ooreenkoms die Ooreenkoms is waartoe hulle geraak het en heg hulle hul handtekenings daaraan.

Op hede die 29ste dag van Augustus 1963 in Kaapstad gedateer.

G. M. C. CRONWRIGHT,
Verteenwoordiger van die Werkgewers,
Voorsitter van die Raad.

NORMAN V. BOLTMAN,
Verteenwoordiger van die Werknemers,
Ondervoorsitter van die Raad.

E. P. KEMP,
Sekretaris van die Raad.

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