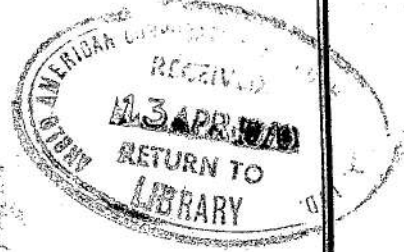




STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R.478.] [26 Maart 1970.

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, KAAP

VOORSORGFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 17, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is, vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte Bellville, die Kaap, Simonstad, Somerset-Wes, Strand en Wynberg; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 17, vanaf

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 478.] [26th March, 1970.

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, CAPE

PROVIDENT FUND AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisation or unions;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2 and 17, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Trade in the Magisterial Districts of Bellville, the Cape, Simonstown, Somerset West, Strand and Wynberg; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after

die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, KAAP

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 28 van 1956, soos gewysig, aangegaan deur die

Hotel Association of the Cape
(hieronder die „werkgewers” of „werkgewersorganisasie” genoem), aan die een kant, en die

European Liquor and Catering Trades Employees' Union
en die

Hotel, Bar, and Catering Trades Employees' Association
(hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrostdistrikte die Kaap, Wynberg, Bellville, Simonstad, Somerset-Wes en die Strand deur alle werkgewers en werknemers wat betrokke is by of in diens is in die Drank- en Verversingsbedryf en wat lede van die werkgewersorganisasie of een van die vakverenigings is.

(b) Ondanks subklousule (a), is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word en op die werkgewers van dié werknemers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag bepaal en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet of die Hoofdooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms, na gelang van die geval, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; woorde wat die enkelvoud aandui, ook die meervoud en omgekeerd, en tensy onbestaanbaar met die samehang, beteken—

„Wet” die Wet op Nywerheidsversoening (28 van 1956), soos gewysig;

„Komitee” die Bestuurskomitee wat ingevolge klousule 5 aange- stel is;

„Raad” die Nywerheidsraad vir die Drank- en Verversingsbedryf, Kaap;

„Fonds” die Voorsorgfonds bedoel in klousule 4;

„Hoofdooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing R.201 van 16 Februarie 1968 en alle wysigings daarvan of 'n daaropvolgende loonooreenkoms wat vir die Drank- en Verversingsbedryf, Kaap, gepubliseer word;

„lid” of „bydraer” 'n werknemer wat ingevolge klousule 6 tot die Fonds moet bydra;

„benoemde” enigeen wat deur 'n lid aangestel is en aan wie bystand wat so 'n lid toeval, by die afsterwe van so 'n lid betaal moet word;

the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2 and 17, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into between the

Hotel Association of the Cape
(hereinafter referred to as “the employers” or “the employers’ organisation”) of the one part, and the

European Liquor and Catering Trades Employees’ Union
and the

Hotel, Bar, and Catering Trades Employees’ Association
(hereinafter referred to as “the employees” or “the Trade Unions”), of the other part.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, Somerset West and Strand by all employers and employees who are engaged or employed in the Liquor and Catering Trade and who are members of the employers’ organisation or any of the trade unions.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this agreement shall only apply to employees for whom wages are prescribed in the Main Agreement, and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in operation 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 or the Main Agreement shall have the same meanings as in that Act or Agreement as the case may be, and, unless the contrary intention appears, words importing the masculine gender shall include females; words importing the singular number shall include the plural and *vice versa*, unless inconsistent with the context—

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

“Committee” means the Management Committee appointed in terms of clause 5;

“Council” means the Industrial Council for the Liquor and Catering Trade, Cape.

“Fund” means the Provident Fund referred to in clause 4;

“Main Agreement” means the Agreement published under Government Notice R.201 of 16 February, 1968, and any amendments thereto or any subsequent wage agreement published for the Liquor and Catering Trade, Cape;

“Member” or “Contributor” means an employee who is liable to contribute to the Fund in terms of clause 6;

“Nominee” means any person appointed by a member and to whom any benefits accruing to such member in the event of his death shall be paid;

„aftree-ouderdom” die ouderdom van 65 jaar in die geval van manlike bydraers en 60 in die geval van vroulike bydraers;
 „Sekretaris” die Sekretaris van die Raad;
 „Drank- en Verversingsbedryf” of „Bedryf” die bedryf wat deur werkgewers en werknemers beoefen word wanneer hulle, hetsy tydelik of permanent, ’n besigheid dryf waar drank verkoop word en ten opsigte waarvan een of meer van die volgende lisensies, uitgereik ingevolge die bepalings van die Drankwet, 1928, gehou moet word:
 Restourantdranklisensie;
 hoteldranklisensie;
 kantienlisensie;
 wyn- en bierlisensie;
 teater- of sportgrondendranklisensie;
 tydelike dranklisensie;
 nagtelike geleentheidslisensie;
 ’n magtiging uitgereik kragtens artikel 100sex.

4. VOORSORGFONDS

- (1) (a) Die Voorsorgfonds wat bekend staan as die Voorsorgfonds vir die Drank- en Verversingsbedryf, Kaap (hieronder die „Fonds” genoem), gestig by die Ooreenkoms gepubliseer by Goewermentskennigsgewing R.1234 van 20 Augustus 1965, word by hierdie Ooreenkoms voortgesit.
- (b) Die doel van die Fonds is om bystand aan bydraers te betaal soos hieronder voorgeskryf.
- (2) Die Fonds bestaan uit—
- (a) bydraes wat ingevolge die bepalings van hierdie Ooreenkoms en vorige ooreenkomste aan die Fonds betaal word;
- (b) rente op die belegging van gelde van die Fonds; en
- (c) alle ander gelde waarop die Fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN DIE BESTUURSKOMITEE

- (1) Die administrasie van die Fonds berus by die Bestuurskomitee wat bestaan uit vier werkgewersverteenvoordigers en vier werknemersverteenvoordigers, deur die Raad aangestel op ’n behoorlik gekonstitueerde vergadering van die Raad, en hulle bekleed dié amp tot die volgende jaarlikse verkiesing van verteenwoordigers deur die Raad. Vakatures word deur die Raad gevul deur verteenwoordigers vir die onverstreke gedeelte van die amptermyn van die Komitee aan te stel.
- (2) Die werkgewersverteenvoordigers moet aangestel word ooreenkomstig nominasies deur die werkgewersorganisasie en die werknemersverteenvoordigers moet aangestel word ooreenkomstig nominasies deur die vakverenigings. Elke vakvereniging is daarop geregtig op twee nominasies in te dien.
- (3) ’n Plaasvervanger vir elke verteenwoordiger moet op dieselfde wyse aangestel word.
- (4) Die Bestuurskomitee moet minstens een keer gedurende elke kwartaal van die kalenderjaar en op dié ander tye wat die Voorsitter mag bepaal, byeenkom.
- (5) Die Komitee moet tydens sy eerste vergadering na die verkiesing ’n voorsitter en ondervoorsitter uit sy geledere aanstel en ’n nuwe verkiesing moet elke jaar op die eerste vergadering na die jaarlikse verkiesing van verteenwoordigers gehou word.
- (6) Drie werkgewersverteenvoordigers en drie werknemersverteenvoordigers vorm ’n kworum.
 Geen voorstel mag oorweeg word nie tensy dit gesekondeer word en daar moet by wyse van ’n meerderheidstem van diegene wat verteenwoordig is, oor dié voorstelle beslis word.
 Die Voorsitter het slegs ’n beraadslagende stem.
 Plaasvervangers van lede wat afwesig is, word geag volle lede te wees vir die doeleindes van ’n kworum en as daar geen kworum teenwoordig is nie binne 30 minute na die vasgestelde tyd, moet die vergadering verdaag word tot op ’n datum wat die Voorsitter bepaal en wat nie later as veertien dae daarna mag wees nie.
 Die lede moet skriftelik in kennis gestel word van die vergadering wat na dié verdagting gehou word en diegene wat teenwoordig is, vorm ’n kworum.
- (7) Die Sekretaris moet notules van die vergaderings van die Komitee opstel en aan die lede van die Komitee stuur, en dié notules moet op die eersvolgende vergadering van die Komitee bekragtig word soos dit uitgestuur of op daardie vergadering gewysig is.
- (8) Die administrasiekoste van die Fonds moet, behoudens andersluidende bepalings, bestry word uit die fondse van die Raad wat ooreenkomstig klousule 20 van die Hoof-ooreenkoms in stand gehou word: Met dien verstande dat dié bedrae wat die Raad van tyd tot tyd mag bepaal, deur die Fonds aan die Raad betaal moet word ter bestryding van die administrasiekoste.
- (9) Die Raad mag ook ’n persoon met spesiale kennis van die vereistes van ’n voorsorgfonds as raadgewer aanstel en in dié geval moet die raadgewer amshalwe geag word ’n lid van die Komitee te wees wat daarop geregtig is om aan die verrigtinge deel te neem maar sonder om te stem.

„Retiring Age” means the age of 65 in the case of male contributors and 60 in the case of female contributors;
 „Secretary” means the Secretary to the Council;
 „Liquor and Catering Trade” or „Trade” means the trade carried on by employers and employees when conducting, whether temporarily or permanently, a business where the sale of liquor is carried on and in connection with which one or more of the following licences, issued under the provisions of the Liquor Act, 1928, are required to be held:
 Restaurant liquor licence;
 hotel liquor licence;
 bar licence;
 Wine and malt liquor licence;
 theatre or sportsground liquor licence;
 temporary liquor licence;
 late hours occasional licence;
 holders of authority issued in terms of section 100sex.

4. PROVIDENT FUND

- (1) (a) The Provident Fund known as the Provident Fund for the Liquor and Catering Trade, Cape (hereinafter referred to as „the Fund”), established in terms of the Agreement published under Government Notice No. R.1234 of 20th August, 1965, is hereby continued in terms of this Agreement.
- (b) The purpose of the Fund shall be the payment of benefits to contributors as hereinafter prescribed.
- (2) The Fund shall consist of—
- (a) contributions paid into the Fund in accordance with the provisions of this and previous Agreements.
- (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 THE MANAGEMENT COMMITTEE

- (1) The administration of the Fund shall be vested in a Management Committee consisting of four employers’ representatives and four employees’ representatives appointed by the Council at a duly constituted meeting of the Council and shall hold office until the next annual election of representatives by the Council. Vacancies shall be filled by appointment by the Council for the unexpired terms of office of the Committee.
- (2) The employers’ representatives shall be appointed in accordance with nominations made by the Employers’ Organisation and the employees’ representatives shall be appointed in accordance with nominations by the Trade Unions, each Union being entitled to submit two nominations.
- (3) For each representative an alternate shall in like manner be appointed.
- (4) The Management Committee shall meet at least once during each quarter of the calendar year and at such other times as the Chairman may direct.
- (5) The Committee shall at its first meeting after election appoint from amongst its members a Chairman and a Vice-Chairman and fresh elections shall be held annually at the first meeting after the annual election of representatives.
- (6) Three employers’ representatives and three employees’ representatives shall constitute a quorum.
 No motion may be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.
 The Chairman shall have a deliberative vote only.
 Alternates of members who are absent may be counted as full members for the purposes of 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 fourteen days thereafter, fixed by the Chairman.
 At such adjourned meeting of which members shall be given written notice, those present shall form a quorum.
- (7) The Secretary shall prepare and circulate to members of the Committee, Minutes of Meetings of the Committee, which Minutes shall be confirmed as circulated or as amended at the next meeting of the Committee.
- (8) The expenses of administering the Fund shall, except where otherwise prescribed, be met from the funds of the Council maintained in accordance with clause 20 of the Main Agreement: Provided that such amounts as may be determined by the Council from time to time shall be paid by the Fund to the Council towards the cost of administration.
- (9) The Council may also appoint as Consultant, a person with special knowledge of Provident Fund requirements and in such event the Consultant shall, ex officio, be a member of the Committee entitled to participate in its proceedings but without vote.

- (10) Die Komitee het die bevoegdheid om—
- alle betalings en uitgawes namens die Fonds goed te keur;
 - subkomitees aan te stel om te help met die administrasie van die Fonds;
 - reëls op te stel vir die betaling van bystand en die tyd en plek van dié betalings te bepaal;
 - te besluit oor die belegging van die gelde van die Fonds ooreenkomstig klousule 7 (2);
 - al dié ander pligte te vervul wat die Komitee noodsaaklik of wenslik ag vir die behoorlike administrasie van die Fonds;

Met dien verstande dat reëls wat kragtens paragraaf (c) hiervan aangeneem word, deur die Raad bekragtig moet word.

(11) As die Komitee om die een of ander rede nie in staat is om sy pligte te vervul nie, moet die Raad die bevoegdhede van die Komitee uitoefen en sy pligte vervul.

(12) Twee kopieë van reëls wat deur die Komitee aangeneem word en wysigings daarvan moet, na bekragtiging deur die Raad, aan die Afdelingsinspekteur van Arbeid, Kaapstad, gestuur word vir deursending aan die Sekretaris van Arbeid.

6. BYDRAERS

(1) Vir die doeleindes van die Fonds moet elke werkgewer van die loon van elk van sy werknemers, uitgesonderd los en deelytse werknemers, wat gedurende 'n bepaalde week gewerk het, afgesien van die tyd aldus gewerk, die volgende bedrae aftrek:

(a) Voorsorgfondsbystand.

- Groep 1: In die geval van 'n werknemer wat R8.00 of meer maar hoogstens R10.50 per week verdien, vyf sent.
- Groep 2: In die geval van 'n werknemer wat R10.51 of meer maar hoogstens R24 per week verdien agt sent.
- Groep 3: In die geval van 'n werknemer wat R24.01 of meer per week verdien, dertien sent.

(b) *Administrasie, lewensdekking en spesiale bystand.*—Benewens die bedrae gespesifiseer in subklousule (1) (a), twee sent vir administrasiekoste en spesiale bystand, en in die geval van groep 1, een sent, groep 2, vyf sent en groep 3, sewe sent vir lewensdekking: Met dien verstande dat dié bedrae slegs afgetrek mag word ten opsigte van werknemers wat nog nie aftree-ouderdor bereik het nie, behalwe in die geval van persone wat reeds in diens in die Drank- en Verversingsbedryf is binne die reggebied van die Raad op die datum van inwerkingtreding van hierdie Ooreenkoms: Voorts met dien verstande dat geen bydrae van 'n werknemer of sy werkgewer vereis mag word nie vir 'n week waarin die werknemer nie op besoldiging van sy werkgewer geregtig is nie en dit ook nie ontvang nie.

(2) Die werkgewer moet 'n gelyke bedrag voeg by die bedrag wat aldus afgetrek is en die totale bedrag maand na maand voor of op die sewende dag van elke maand aan die Sekretaris van die Raad stuur, tesame met 'n opsomming in die vorm van Aanhangsel P.F. 4 van hierdie Ooreenkoms.

(3) 'n Werkgewer mag nie sy eie bydrae, hetsy in die geheel of gedeeltelik, aftrek van die verdienste van 'n lid of 'n beloning ten opsigte van dié bydraes van 'n lid ontvang nie.

(4) Wanneer 'n lid met betaalde verlof is, moet sowel hy as sy werkgewer voortgaan om bydraes te betaal.

(5) As 'n bydrae per abuis aan die Fonds betaal word, is die Fonds na verloop van ses maande vanaf die datum van dié betaling nie aanspreeklik vir die terugbetaling van daardie bydrae nie.

(6) Waar bystand per abuis aan 'n lid betaal is omdat so 'n lid 'n bedrag aan die Fonds betaal het wat nie verskuldig was nie, mag die Bestuurskomitee die bystand wat aldus betaal is, aftrek—

- van 'n bedrag wat van die Fonds geëis word as terugbetaling van dié bydraes wat nie verskuldig was nie; en
- van toekomstige bystand wat die Fonds aan so 'n lid verskuldig mag word.

(7) Die eerste bedrae van 'n werkgewer moet vergesel gaan van 'n lys van alle werknemers in die vorm van Aanhangsel P.F. 1.

7. FINANSIES

(1) Alle gelde wat deur die Fonds ontvang word, moet in 'n bankrekening gestort word wat op die naam van die Fonds geopen moet word.

'n Amptelike kwitansie moet uitgereik word vir alle gelde wat deur die Fonds ontvang word en onttrekkings moet geskied by wyse van 'n tjek onderteken deur minstens twee persone wat van tyd tot tyd deur die Komitee gemagtig mag word om te teken.

(2) Gelde in die Fonds wat nie vir uitgawes nodig is nie, mag slegs belê word in—

(10) The Committee shall have power to—

- sanction all payments and expenditure on behalf of the Fund;
- appoint Sub-Committees to assist in the administration of the Fund;
- draft rules for payment of benefits and fix the time and place for such payments;
- decide on the investment of the moneys of the Fund in accordance with the provisions of sub-clause (2) of clause 7;
- perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund;

Provided that Rules adopted in terms of paragraph (c) hereof shall be subject to ratification by the Council.

(11) Should the Committee for any reason be unable to perform its duties, the Council shall exercise the powers of the Committee and perform its duties.

(12) Two copies of any rules adopted by the Committee and amendments thereto, shall, after ratification by the Council, be transmitted to the Divisional Inspector of Labour, Cape Town, for transmission to the Secretary for Labour.

6. CONTRIBUTIONS

(1) For the purposes of the Fund, each employer shall deduct from the wages of each of his employees, excluding casual and part-time employees, who has worked during any week irrespective of the time so worked, the amounts set out hereunder:

(a) Provident Fund Benefits.

- Group 1: In the case of an employee earning a wage of R8.00 or more but not exceeding R10.50 per week, the sum of five cents.
- Group 2: In the case of an employee earning a wage of R10.51 or more but not exceeding R24.00 per week, the sum of eight cents.
- Group 3: In the case of an employee earning a wage of R24.01 per week or more the sum of thirteen cents.

(b) *Administration, Life Cover and Special Benefits.*—In addition to the amounts specified in sub-clause (1) (a) the sum of two cents towards the cost of administration and special benefits, and in the case of group 1, one cent, group 2, five cents and group 3, seven cents towards life cover respectively: Provided that such deduction shall be made only in respect of employees whose ages, except in the case of persons already in employment in the Liquor and Catering Trade within the area of jurisdiction of the Council as at the date of coming into operation of this Agreement, are under the retiring age: And provided further that no contribution shall be required from any employee or his employer for any week for which the employee is not entitled to and does not receive any remuneration from his employer.

(2) To the amount so deducted, the employer shall add a like amount and forward month by month and not later than the seventh day of each month, the total sum to the Secretary of the Council accompanied by a summary in the form of Annexure P.F. 4 of this Agreement.

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

(4) Whenever a member is on paid leave, both his and the employer's contributions shall be continued.

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

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

- against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- against any future benefits that may become due by the Fund to such member.

(7) In the case of the first contribution by any employer it shall be accompanied by a list of all employees in the form of Annexure P.F. 1.

7. 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 shall be by cheque signed by such persons, being not less than two, as may from time to time be authorised to sign by the Committee.

(2) Moneys in the Fund surplus to its requirements for expenses shall not be invested otherwise than in—

- (i) effekte van die Regering van die Republiek van Suid-Afrika;
 - (ii) Nasionale Spaarsertifikate;
 - (iii) Posspaarbankrekenings of -sertifikate;
 - (iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;
- of op 'n ander wyse wat die Nywerheidsregistrateur goedkeur.

(3) Die Komitee moet toesien dat die boeke van die Fonds volledig en juis gehou word en moet twee maal per jaar vir die tydperke eindigende 30 Junie en 31 Desember elke jaar, 'n rekening van al die inkomste en uitgawes van die Fonds opstel, asook 'n staat wat sy bates en laste toon. Elke sodanige rekening of staat moet deur die ouditeur van die Raad gesertifiseer en deur die Voorsitter van die Fonds medeonderteken word en drie maande na die einde van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word, tesame met 'n verslag daaroor deur genoemde ouditeur. 'n Kopie van die halfjaarlikse rekenings en balansstaat moet ook ter insae van bydraers van die Fonds beskikbaar gestel word.

(4) Die geld wat deur die Fonds gehou word vir die betaling van administratiewe koste en spesiale bystand kragtens klousule 11 (1) (c) (i) tot (iv), kan aangevul word uit rente verdien op die Fonds se beleggings en geld wat aan die Fonds verbeur word ingevolge klousule 10 (10).

8. BYSTAND

- (1) Bystand word verleen aan bydraers wat—
 - (a) die Bedryf verlaat wanneer of na hulle die aftree-ouderdom bereik het; of
 - (b) die Bestuurskomitee oortuig dat hulle die Bedryf permanent verlaat het voor hulle die aftree-ouderdom bereik het.
- (2) *Aanstelling van bevoordeeldes.*—Elke bydraer mag 'n bevoordeelde benoem aan wie bystand wat aan so 'n bydraer verskuldig is, betaal word by die afsterwe van die bydraer. As die Fonds nie oor die naam van so 'n benoemde beskik nie, moet alle bystand wat ten tyde van 'n bydraer se afsterwe verskuldig is, in die boedel van dié afgestorwe bydraer gestort word.
- (3) *Aanstelling van benoemdes.*—Daar word van elke bydraer vereis om 'n verklaring in die vorm van Aanhangsel P.F. 7 aan te stuur.

By ontvangs van hierdie verklaring moet die Sekretaris aan so 'n bydraer 'n sertifikaat stuur waarby die ontvangs van dié verklaring wat die naam en adres van die benoemde meld, deur die Fonds erken word.

9. BEDRAG VAN BYSTAND

- (1) *Uittredingsbystand.*—Behoudens klousule 11 (1), is die minimum bystand wat aan bydraers betaal moet word wat om ander redes as dié waarvoor subklousule (2) van hierdie klousule voorsiening maak, nie meer in die Bedryf in diens is binne die gebied gespesifiseer in klousule 1 van hierdie Ooreenkoms nie, soos volg:
 - (a) Waar die bydraer minder as twee jaar lank lid was, is die bydraer slegs geregtig op die terugbetaling van sy eie basiese Voorsorgfondsbysdraes;
 - (b) waar die bydraer meer as twee jaar maar minder as drie jaar lank lid was, is hy geregtig op die terugbetaling van sy eie basiese Voorsorgfondsbysdraes plus tien persent;
 - (c) benewens die bedrae bedoel in subklousule (1) (b) van hierdie klousule, is 'n bydraer vir elke verdere voltooide jaar lidmaatskap na voltooiing van die eerste twee jaar, geregtig op 'n verdere vyf persent van sy eie basiese bydraes tot die Voorsorgfonds: Met dien verstande dat die totale bystand nie meer as twee maal soveel mag wees as die totale bedrag wat hy bygedra het nie.
- (2) *Aftreebystand.*—Wanneer 'n bydraer aftree-ouderdom bereik, is hy geregtig op dubbel die bedrag betaalbaar aan 'n lid wat kragtens klousule 1 uit diens in die Bedryf tree.
- (3) *Ongeskiktheidsbystand.*—As 'n bydraer die Bedryf permanent verlaat weens ernstige siekte of ongeskiktheid voor hy die aftree-ouderdom bereik, mag die Bestuurskomitee, by voorlegging van een of meer dokterssertifikate tot tevredeheid van die Komitee, magtiging verleen dat die uittredingsbystand waarop 'n bydraer kragtens subklousule (1) van hierdie klousule geregtig sou gewees het, verdubbel word.
- (4) *Bystand by afsterwe.*—Die Bestuurskomitee moet by voorlegging van bevredigende bewys van die afsterwe van 'n bydraer magtiging daartoe verleen dat die uittredingsbystand waarop die bydraer kragtens subklousule (1) van hierdie klousule op die datum van afsterwe geregtig sou gewees het, verdubbel word.

10. BETALING VAN BYSTAND

- (1) Geen bystand ten opsigte van 'n eis word betaal nie totdat 'n tydperk van minstens twee jaar verstryk het vanaf die tyd wat die persoon laas in die Bedryf werksaam was, uit-

- (i) stock of the Government of the Republic of South Africa;
 - (ii) National Savings Certificates;
 - (iii) post office savings accounts or certificates;
 - (iv) savings accounts, permanent shares or fixed deposits in building societies or banks;
- or in any other manner approved by the Industrial Registrar.

(3) The Committee shall cause full and true accounts of the Fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on 30th June and 31st December of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council and countersigned by the Chairman of the Fund and shall within three months after the close of the period to which it relates be transmitted to the Secretary for Labour together with any report made thereon by the said auditor. A copy of the bi-annual accounts and balance sheet shall be available for inspection by contributors of the Fund.

(4) The money maintained by the Fund for the purpose of paying administration costs and special benefits in terms of clause 11 (1) (c) (i) to (iv) may be augmented from interest earned on the Fund's investments and moneys forfeited to the Fund in terms of clause 10 (10).

8. BENEFITS

- (1) Benefits shall be provided to contributors who—
 - (a) leave the Trade on or after reaching the retiring age; or
 - (b) satisfy the Management Committee that they have left the Trade permanently before the retiring age.
- (2) *Appointment of Beneficiaries.*—Every contributor may nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor should be paid. In the event of the Fund not being in possession of the name of any such nominee, any benefits due at the time of a contributor's death shall be paid into the estate of such deceased contributor.
- (3) *Appointment of Nominees.*—Each contributor shall be required to forward a statement in the form of Annexure P.F. 7. Upon receipt of this statement the Secretary shall forward to such contributor, a certificate acknowledging receipt by the Fund of such statement stating the name and address of the nominee.

9. AMOUNT OF BENEFITS

- (1) *Withdrawal Benefits.*—Subject to the provisions of clause 11 (1) the minimum benefits that shall be paid to contributors who, for reasons other than those provided for under sub-clause (2) of this clause, cease to be employed in the Trade within the area specified in clause 1 of this Agreement shall be as follows:
 - (a) Where the contributor has been a member for less than two years, the contributor shall be entitled only to the refund of his own basic Provident Fund contributions;
 - (b) where the contributor has been a member for two years but less than three years, he shall be entitled to the refund of his own basic Provident Fund contributions plus ten per cent;
 - (c) in addition to the amounts referred to in sub-clause 1 (b) of this clause a contributor shall for every further completed year of membership, after the completion of the first two years, be entitled to a further five per cent of his own basic Provident Fund contributions; provided that the total benefits shall not exceed twice the total amount contributed by him.
- (2) *Retirement Benefits.*—A contributor shall, upon reaching the retiring age, be entitled to double the amount payable to a member ceasing to be employed in the Trade in terms of sub-clause (1).
- (3) *Disability Benefits.*—Where a contributor leaves the Trade permanently due to serious ill-health or incapacity prior to reaching the retiring age the Management Committee may, upon production of one or more medical certificates satisfactory to the Committee, authorise that the withdrawal benefits to which the contributor would be entitled in terms of sub-clause (1) of this clause be doubled.
- (4) *Death Benefits.*—The Management Committee, upon production of satisfactory proof of the decease of a contributor, shall authorise that the withdrawal benefits to which the contributor would have been entitled as at the date of decease in terms of sub-clause (1) of this clause be doubled.

10. PAYMENTS OF BENEFITS

- (1) Except in the case of retirement or death, or in cases where the Management Committee is satisfied that special circumstances exist, no benefits shall be paid in respect of any claim until a

gesonderd in die geval van aftreding of afsterwe of in gevalle waar die Bestuurskomitee oortuig is dat daar spesiale omstandighede is.

(2) As 'n bydraer na die Bedryf terugkeer voordat so 'n eis betaal is, vervel die eis outomaties en moet die bydraes onmiddellik hervat word.

(3) As 'n bydraer na die Bedryf terugkeer na betaling van 'n eis, moet hy, as hy nog nie die aftree-ouderdom bereik het nie, as 'n nuwe bydraer beskou word en word hy toegelaat om slegs na verloop van een jaar vanaf die datum waarop hy na die Bedryf teruggekeer het, te begin bydra.

(4) As so 'n bydraer reeds die aftree-ouderdom bereik het, word hy nie toegelaat om weer by die Fonds aan te sluit nie.

(5) As 'n benoemde nie bystand wat ingevolge hierdie klousule verskuldig is, binne vier weke na die bewys van die afsterwe van 'n lid eis nie, moet die Bestuurskomitee 'n advertensie plaas in twee agtereenvolgende uitgawes van twee dagblaie, waarvan een Engels en een Afrikaans moet wees, en waarvan een 'n koerant moet wees wat gelees word in die distrik waarin die afgestorwe lid gewoonlik woonagtig was. Die advertensie moet die naam en laaste bekende werkplek van die afgestorwe lid meld, asook die feit dat bystand vir die benoemde beskikbaar is op 'n plek wat die Bestuurskomitee bepaal. As die benoemde nie binne drie maande vanaf die laaste datum waarop dié advertensie verskyn het, die bystand eis wat aan hom verskuldig is nie, moet dié bystand in die boedel van die afgestorwe lid gestort word. Advertensiekoste (as daar is) moet van geld wat ingevolge hierdie subklousule betaalbaar is, afgetrek word.

(6) Die Bestuurskomitee moet so gou as moontlik na 31 Desember elke jaar en binne drie maande daarna 'n lys laat opstel wat die name toon van elke bydraer wat nie gedurende die laaste twee kalenderjare in die Bedryf in diens was en geen bystand geëis het nie.

(7) Die bestuurskomitee moet voor of op 31 Maart van die jaar wat volg op dié tydperk van twee jaar, 'n kennisgewing publiseer waarby verklaar word dat daar 'n lys van alle persone wat nie gedurende die afgelope twee jaar bystand geëis het nie soos hierbo vermeld, ter insae lê by die kantoor van die Fonds en dat 'n duplikaatlys by die kantore van die vakverenigings beskikbaar is.

(8) Die kennisgewing moet alle belangstellendes versoek om eise om bystand binne drie maande in te stel en om volle besonderhede te verstrek van die gronde waarop dié eise ingestel word.

(9) Die kennisgewing moet gepubliseer word in twee agtereenvolgende uitgawes van minstens een Engelse en een Afrikaanse koerant wat in die reggebied van die Raad gelees word.

(10) Die Bestuurskomitee moet op die vergadering wat volg op die laaste datum waarop eise ingestel mag word, dié eise oorweeg en mag aan 'n persoon of persone wat eise ingestel het op die wyse hierin voorgeskryf, hoogstens die volle bystand betaal wat aan 'n lid verskuldig is, minus die advertensiekoste, soos hy goed mag dink. As geen eis deur of namens 'n persoon wie se naam op die lys verskyn, ingestel word nie, word alle bystand wat aan hom verskuldig is, aan die Fonds verbeur. Met dien verstande dat die Bestuurskomitee alle eise moet oorweeg wat deur of namens so 'n persoon ingestel word na verloop van genoemde tydperk en hy, na goedvinde, 'n ex gratia-bedrag uit die Fonds aan so 'n persoon mag betaal. Voorts met dien verstande dat geen eis oorweeg word as dit ingestel word na 'n tydperk van drie jaar vanaf die datum bedoel in subklousule (7) en dat daar daarna geen rekord daarvan gehou hoef te word nie. Die Sekretaris moet die lys in subklousule (6) bedoel aan die vakvereniging stuur en dié lys moet die naam en laaste bekende werkplek van die lid asook die verskuldigde bystand meld.

11. ADMINISTRASIE, LEWENSDEKKING EN SPESIALE BYSTAND

- (1) Die Bestuurskomitee mag geld wat verkry word—
 - (a) uit rente wat ooploop;
 - (b) omdat bydraers die Bedryf verlaat voordat hulle geregtig is op die volle 100 persent van die werkgewer se gelyke bydrae; en
 - (c) uit die bydraes tot administrasie, lewensdekking en spesiale bystand bedoel in klousule 6 (1) (b);
 gebruik om—
 - (i) bedrae aan die Raad te betaal ingevolge subklousule (8) van klousule 5 ter bestryding van administrasiekoste;
 - (ii) die bystand aan te vul aan bydraers wat die aftree-ouderdom bereik het of wat die Bedryf weens siekte of ongeskiktheid permanent moet verlaat voordat hulle dié ouderdom bereik;
 - (iii) die bystand aan te vul aan benoemdes of afhanklikes in die geval van afgestorwe bydraers;
 - (iv) die bystand aan te vul aan bydraers wat die Bedryf verlaat binne 4 jaar voor hulle die voorgeskrewe ouderdom bereik en wat die Komitee oortuig dat hulle nie verdere werk in die Bedryf kan kry nie;

period of at least two years has elapsed from the time the person was last employed in the Trade.

(2) In the event of a contributor returning to the Trade before such claim has been met, the claim will automatically lapse and contributions forthwith be resumed.

(3) Where a contributor returns to the Trade after payment of any claim he shall, if under the retiring age, be regarded as a new contributor and only permitted to start contributing one year after returning to the Trade.

(4) If such contributor has already reached the retirement age, he will not be permitted to re-join the Fund.

(5) In the event of an appointed nominee not claiming any benefit due in terms of this clause within four weeks of the proof of death of a member, the Management Committee shall insert an advertisement in two consecutive issues of two daily newspapers of which one shall be an English language newspaper and one an Afrikaans language newspaper, and of which one shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and the last known place of work of the deceased member and the fact that benefits are available for collection by the nominee at a place appointed by the Management Committee. If within three months from the date of the last insertion of such advertisements the nominee fails to claim the benefit due to him, such benefit shall be paid into the estate of the deceased member. From any moneys payable in terms of this sub-clause shall be deducted the cost of advertisement, if any.

(6) The Management Committee shall cause a list to be prepared as soon as possible after the 31st December of each year and within three months thereafter, showing the name of every contributor who has not been employed in the Trade during the past two calendar years and who has not claimed benefits.

(7) The Management Committee shall not later than 31st March of the year following such two-year period cause to be published a notice stating that a list of all persons who have not claimed benefits during the past two years as stated above is available for inspection at the office of the Fund and that a duplicate list is available at the offices of the Trade Unions.

(8) The notice shall call upon all interested persons to submit claims for benefits within three months and to furnish full details of the grounds on which such claims are made.

(9) The notice shall be published in two consecutive issues of at least one English and one Afrikaans newspaper circulating in the area of jurisdiction of the Council.

(10) The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay any person or persons who have submitted claims in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the persons whose name appears on the list, any benefits due to him shall be forfeited to the Fund; provided that the Management Committee shall consider any claim that may be made by or on behalf of such person after the expiration of the said period and may in its discretion make an ex-gratia payment from the Fund to such person and providing further that no claim will be considered if submitted after a period of three years from the date referred to in sub-clause (7) and no record thereof need be maintained thereafter. The Secretary shall send to the Trade Unions the list referred to in sub-clause (6) which list shall state the name and last known place of work of the member and the benefit due.

11. ADMINISTRATION, LIFE COVER AND SPECIAL BENEFITS

- (1) The Management Committee may use moneys arising out of—
 - (a) accrual of interest;
 - (b) contributors leaving the industry before qualifying for the full 100 per cent of the employer's like contribution; and
 - (c) the Administration, Life Cover and Special Benefit contribution referred to in clause 6 (1) (b);
 to
 - (i) make payments to the Council in accordance with sub-clause (8) of clause 5 towards the costs of administration;
 - (ii) augment benefits to contributors who reach the age of retirement or who are compelled to leave the Trade permanently before reaching such age on account of ill-health or incapacity;
 - (iii) augment benefits to nominees or dependants in the case of deceased contributors;
 - (iv) augment benefits to contributors who leave the Trade within 4 years before reaching the prescribed age and who satisfy the Committee that they cannot obtain further employment in the Trade;

(v) die volgende lewensdekking te verskaf—

- (a) R105 in die geval van groep 1-bydraers;
 - (b) R525 in die geval van groep 2-bydraers;
 - (c) R735 in die geval van groep 3-bydraers;
- welke lewensdekking aan die bevoordeelde van 'n afgestorwe bydraer betaalbaar is.

(2) Wanneer die bedrag bepaal word waarmee bystand aangevul word, moet die Bestuurskomitee veral aandag gee aan die lengte en aaneenlopendheid van die bydraer se diens in die Bedryf voor die datum waarop die Fonds in werking getree het en/of na dié datum, na gelang van die geval.

(3) Elke werkgewer wat aan die bepaling van hierdie Ooreenkoms onderworpe is en wat vir die eerste keer tot die Bedryf toetree of wat nie in staat is om 'n gesertifiseerde Voorsorgfondsrekordkaart te toon nie, moet 'n aansoek invul in die vorm van Aanhangsel P.F. 5 en 'n Voorsorgfondsrekordkaart in die vorm van Aanhangsel P.F. 6 moet aan hom uitgereik word.

(4) Die Sekretaris van die Fonds moet 'n sentrale register van lede opstel volgens—

- (i) die aanvanklike opgawe van werknemers wat die werkgewers ingevolge klousule 6 (7) ingedien het;
- (ii) maandelikse opgawes van indiensnemings en diensbeëindigings en groepveranderings ingevolge klousule 12.

Die register moet ten opsigte van enigen wie se eis betaal is, bygehou word vir 'n tydperk van drie jaar na die betaaldatum van dié eis en daarna hoef geen rekord gehou te word nie.

(5) Die Bestuurskomitee mag 'n ooreenkoms met die Homes Trust-lewensversekeringsmaatskappy Beperk aangaan vir die verskaffing van lewensdekking bedoel in subklousule (1) (c) (v) van hierdie klousule.

Ten einde dié lewensdekkingbystand te finansier, moet die Sekretaris aan genoemde versekeringsmaatskappy die volgende bedrag betaal—

- (a) 2 sent in die geval van groep 1-bydraers;
- (b) 10 sent in die geval van groep 2-bydraers;
- (c) 14 sent in die geval van groep 3-bydraers;

van die weeklikse bydraes wat ten opsigte van elke werknemer in bogenoemde groepe ontvang is.

12. INDIENSNEMINGS EN DIENSBEËINDIGING EN VERANDERINGEN IN BYDRAEGROEPE

(1) *Voorsorgfondsrekordkaarte moet by indiensneming getoon word.*—Behoudens subklousule (3) van hierdie klousule, moet 'n werkgewer, voordat hy 'n aansoeker om werk in diens neem, van dié aansoeker vereis om 'n dienskaart te toon wat deur die Raad uitgereik is in die vorm van Aanhangsel P.F. 6 van hierdie Ooreenkoms.

Die werkgewer moet onmiddellik na so 'n werknemer in diens geneem is, die volgende besonderhede in die ruimte onder „Diensrekord” invul: Die naam van sy bedryfsinrigting, die datum van indiensneming, beroep en loon by indiensneming. Die werkgewer moet die kaart in veilige bewaring hou sodat daar mettertyd mee gehandel kan word ooreenkomstig subklousule (2) van hierdie klousule by die diensbeëindiging van 'n werknemer.

(2) *Voorsorgfondsrekordkaart moet aan 'n werknemer teruggegee word by diensbeëindiging.*—'n Werkgewer moet by diensbeëindiging van 'n werknemer onmiddellik die oorblywende besonderhede op die werknemer se rekordkaart invul, naamlik die datum waarop hy diens beëindig, sy loon op die datum van diensbeëindiging en sy beroep. Die ingevulde kaart moet daarna onderteken en aan die werknemer by diensbeëindiging oorhandig word.

(3) *Prosedure wanneer die werknemer nie 'n Voorsorgfondsrekordkaart toon nie.*—Die werkgewer moet onmiddellik na indiensneming toesien dat die voornemende werknemer 'n aansoek in die vorm van Aanhangsel P.F. 5 van hierdie Ooreenkoms invul en moet dié aansoek heg aan die maandelikse opgawe van indiensnemings in subklousule (4) hieronder bedoel.

Die Sekretaris van die Fonds moet binne 21 dae na hy dit ontvang het, 'n ingevulde Voorsorgfondsrekordkaart per geregistreerde pos aan die werkgewer stuur ten opsigte van elke aansoek wat aldus ontvang is.

(4) *Maandelikse opgawe van indiensnemings en diensbeëindigings.*—Die werkgewer moet voor of op die 10de dag van elke maand 'n opgawe in die vorm van Aanhangsel P.F. 2 van hierdie Ooreenkoms van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van die vorige maand invul en aan die Raad stuur.

(5) *Daar moet kennis gegee word van oorplasings in groepe.*—Elke werkgewer moet binne tien dae na die einde van elke kalendermaand die Raad verwittig van alle oorplasings van een groep na 'n ander in die vorm voorgeskryf in Aanhangsel P.F. 3 van hierdie Ooreenkoms.

(v) provide Life Cover of—

- (a) R105.00 in the case of Group 1 contributors;
 - (b) R525.00 in the case of Group 2 contributors;
 - (c) R735.00 in the case of Group 3 contributors;
- payable to the beneficiary of a deceased contributor.

(2) In determining the amount by which benefits are to be augmented, the Management Committee shall give special consideration to the length and continuity of service which the contributor has had in the Trade prior to the date of coming into operation of the Fund, and/or subsequent to such date as the case may be.

(3) Every employee who is subject to the provisions of this Agreement and who enters the Trade for the first time or who is unable to produce a certified Provident Fund Record Card shall complete an application in the form of Annexure P.F. 5 and shall be issued with a Provident Fund Record Card in the form of Annexure P.F. 6.

(4) The Secretary of the Fund shall maintain a Central Register of members compiled from—

- (i) the initial return of employees submitted by the employers as required in terms of sub-clause (7) of clause 6;
- (ii) monthly returns of engagements and terminations and group changes as required in clause 12.

The Register in respect of any person whose claim has been paid must be kept for a period of three years after the date of payment of such claim and thereafter no record need be maintained.

(5) The Management Committee may enter into an agreement with the Homes Trust Life Assurance Company Limited for the provision of the life cover referred to in sub-clause (1) (c) (v) of this clause.

For the purpose of financing such life cover benefits the Secretary shall pay to the said Assurance Company an amount of—

- (a) 2 cents in the case of Group 1 contributors;
- (b) 10 cents in the case of Group 2 contributors;
- (c) 14 cents in the case of Group 3 contributors;

of the weekly contributions received in respect of each employee in the above groups.

12. ENGAGEMENTS AND TERMINATION OF EMPLOYMENT AND CHANGES IN CONTRIBUTION GROUPS

(1) *Provident Fund Record Cards to be Produced on Engagement.*—Subject to sub-clause (3) of this clause an employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form of Annexure P.F. 6 to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "Record of Employment" the name of his establishment, the date of engagement, occupation, wage on engagement and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-clause (2) of this clause upon termination of service of the employee.

(2) *Provident Fund Record Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's Record card, i.e. date of leaving, wage at date of leaving and occupation. The completed card shall thereafter be initialled and handed to the employee on termination of service.

(3) *Procedure when Employee does not Produce Provident Fund Record Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure P.F. 5 to this Agreement to be completed by the prospective employee and shall attach same to the monthly return of engagements referred to in sub-clause (4) hereunder.

Within 21 days of receipt thereof the Secretary to the Fund shall transmit to the employer by registered post, a completed Provident Fund Record Card in respect of each application so received.

(4) *Monthly Return of Engagements and Terminations of Service.*—Not later than the 10th of each month the employer shall complete and transmit to the Council a record in the form of Annexure P.F. 2 to this Agreement of all engagements and terminations of service of employees in respect of the previous month.

(5) *Transfers in Groups to be Notified.*—Every employer shall within ten days after the end of each calendar month, notify the Council of all transfers from one group to another in the form prescribed in Annexure P.F. 3 of this Agreement.

13. PROSEDURE IN VERBAND MET AFTREEBYSTAND

Eise om aftreebystand mag te eniger tyd ingestel word na bydraers die aftree-ouderdom bereik het.

14. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand mag nie—

- (a) in die algemeen of as sekuriteit vir enige skuld of verpligting wat deur die bydraer betaalbaar is, gesedeer, afgestaan, oorgedra of op 'n ander wyse oorgemaak word nie. Die Fonds is nie verplig om dié beweerde sessie, afstand, oordrag of oormaking te erken of daarvolgens te handel nie;
- (b) ingevolge 'n hofbevel of 'n geregtelike proses in beslag geneem word nie;
- (c) afgetrek word van skuld wat verskuldig is deur die persoon wat op dié bystand geregtig is nie.

15. ONTBINDING VAN FONDS

(1) As hierdie Ooreenkoms of 'n verlenging daarvan verstryk en daar word nie binne twaalf maande vanaf dié verstrykingsdatum 'n ooreenkoms aangegaan wat vir die voortsetting van die Fonds voorsiening maak nie, of as die Fonds nie binne dié tydperk deur die Raad na 'n ander fonds oorgedra word wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds gestig is nie, moet die Fonds gelikwedeer word. Die Fonds moet gedurende genoemde twaalf maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo bedoel, deur die Bestuurskomitee geadministreer word.

(2) As die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee wat dan bestaan, voortgaan om die Fonds te administreer. Die Nywerheidsregistrator moet 'n vakature wat in die Komitee ontstaan, vul uit die geleedere van die werkgewers of werknemers, na gelang van die geval, ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers in die Komitee is. As dié Komitee nie in staat is nie of onwillig is om sy pligte te vervul of as daar 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee te vervul en dié trustee beskik oor al die bevoegdhede van die Komitee vir dié doel. As daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds gelikwedeer word deur die Komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, en wel op die wyse uiteengesit in subklousule (3) van hierdie klousule, en as die sake van die Raad by verstryking van hierdie Ooreenkoms alreeds gelikwedeer en sy bates verdeel is, moet die gelde wat nog in die krediet van die Fonds staan in die vorm van bystand betaal word aan bydraers soos voorgeskryf in klousule 9 (1) asof hulle die Bedryf verlaat en voldoen het aan die bepalings van klousule 10 (1). As daar daarna nog 'n kreditsaldo in die Fonds is, moet dit verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(3) By likwidasie van die Fonds ingevolge subklousule (1) van hierdie klousule, moet gelde wat nog in die krediet van die Fonds staan, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiestekste, in die vorm van bystand betaal word aan bydraers soos bepaal in subklousule (2). As daar daarna nog 'n kreditsaldo in die Fonds is, moet dit in die algemene fondse van die Raad gestort word.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word bystand waarop lede kragtens hierdie klousule geregtig geword het en wat nie binne ses maande vanaf die datum waarop dit verskuldig en betaalbaar geword het, geëis word nie, aan die algemene fondse van die Raad verbeur. As daar na verstryking van dié tydperk van ses maande geen Raad bestaan nie, moet die onopgeëiste gelde verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet in elk van sy bedryfsinrigtings vertoon op 'n plek wat gereedlik vir sy werknemers toeganklik is.

17. AGENTE

Die Raad mag een of meer persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Dit is dié plig van elke werkgewer om dié persone toe te laat om sy bedryfsinrigting binne te gaan en dié navrae te doen

13. PROCEDURE IN CONNECTION WITH RETIREMENT BENEFITS

Claims for retirement benefits may be lodged at any time after contributors reach retiring age.

14. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits shall not be—

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

15. DISSOLUTION OF FUND

(1) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of twelve months from the date of such expiry or the Fund not being transferred by the Council within such period to any other Fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall during the said period of twelve months or until such time as it is transferred to any other Fund referred to above, be administered by the Management Committee.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employees representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a dead-lock 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 shall possess all the powers of the Committee for such purpose. If upon the expiration of this Agreement there is no Council in existence the Fund shall be liquidated by the Committee functioning in terms of this sub-clause, or by the trustee or trustees, as the case may be, in the manner set forth in sub-clause (3) of this clause, and if upon expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, moneys remaining to the credit of the Fund shall be disposed of by the payment of benefits to contributors as prescribed in clause 9 (1) as though they had left the Trade and have complied with the provisions of clause 10 (1). Any balance thereafter still remaining to the credit of the Fund shall be distributed as provided in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of sub-clause (1) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be disposed of by the payment of benefits to contributors as provided in sub-clause (2). Any balance thereafter still remaining to the credit of the Fund shall be paid into the general funds of the Council.

(4) Notwithstanding anything to the contrary contained in this Agreement, should any benefits to which members have become entitled to in terms of this clause not be claimed within six months from the date upon which it became due and payable, such benefits shall be forfeited to the general funds of the Council. If upon the expiry of such six months period there is no Council in existence, the unclaimed moneys 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. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages in the form prescribed in the regulations under the Act, exhibited in each of his establishments in a place readily accessible to his employees.

17. AGENTS

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such enquiries and to examine such

documents, books, wage sheets and pay envelopes and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

18. EXEMPTIONS

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

19. INDEMNITY

The members of the Management Committee and their alternates and the members of the Industrial Council and the members of any local Committee and the local representatives shall not be liable for any loss to the Fund arising by reasons of any improper investment made in good faith or by reason of any act in their *bona fide* administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by such local representatives or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates or on the part of such local representatives who are sought to be made liable. Any such member or alternate and such local representative shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

Signed at Cape Town on behalf of the parties this 27th day of November, 1969.

A. DAITSH,
Chairman.

N. G. FORSYTH,
Vice-Chairman.

E. PURCELL,
Secretary.

AANHANGSEL P.F. 1.
ANNEXURE

STRANSENTRUM 65, STRANDSTRAAT 37, KAAPSTAD, POSBUS 836, KAAPSTAD.
65 STRAND CENTRE, 37 STRAND STREET, CAPE TOWN, P.O. BOX 836, CAPE TOWN.

**OPGAWE VAN WERKNEMERS.
RETURN OF EMPLOYEES.**

Adres
Address[illegible]

AANHANGSEL P.F. 5.
**NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
 BEDRYF (KAAP).**

Aan: DIE SEKRETARIS,
 POSBUS 836, KAAPSTAD.

No.

OPMERKING.—Hierdie vorm moet ingevul word deur alle nuwelinge wat tot die Bedryf toetree en deur alle ander persone wat nie 'n gesertifiseerde voorsorgsfondsrekordkaart van die Raad kan toon nie.

**AANSOEK OM VOORSORGSFONDSREKORDKAART VAN
 WERKNEMER.**

Familienaam van aansoeker
 Voorname (voluit)
 Voorheen bekend as
 Woonadres
 Persoonnommer
 Huidige werkgever

VERKLARING.

Ek, die ondergetekende,
 verklaar hierby dat ek 'n
 (ras) is en gebore is op
 soos blyk uit my geboortesertifikaat/doopseël. (Heg asseblief aan indien beskikbaar).

Voorts verklaar ek dat my *totale ondervinding* vir die doel van die Drank- en Verversingsbedryf (Kaap) soos volg is:—

Naam van bedryfsinrigting.	Beroep.	Tydperk.		Totaal.
		Van.	Tot.	

Hierdie verklaring is na my beste wete waar en korrek en ek weet en begryp dat 'n onjuiste verklaring 'n oortreding uitmaak.

Getuie.

Datum.

Handtekening van aansoeker.

(ALLEENLIK VIR GEBRUIK IN RAADSKANTOOR.)

Totale ondervinding soos bepaal: jaar maande dae.

Nagegaan deur

No. van voorsorgsfondsrekordkaart uitgereik Datum

ANNEXURE P.F. 5.

**INDUSTRIAL COUNCIL FOR THE LIQUOR & CATERING
 TRADE (CAPE).**

To: THE SECRETARY,
 P.O. Box 836, CAPE TOWN.

No.

NOTE.—This form must be completed by all new entrants to the Trade, and by all other persons who are unable to produce a certified Provident Fund Record Card from the Council.

**APPLICATION FOR EMPLOYEE'S PROVIDENT FUND
 RECORD CARD.**

Surname of Applicant
 First Names (in full)
 Formerly known as
 Residential Address
 Population Identity Card No.
 Present Employer

DECLARATION.

I, the undersigned,
 hereby declare that I am a (race)
 and was born on as per Birth/Baptismal
 Certificate (if available please attach).

I further declare that the following is my *total experience* for the purpose of the Liquor & Catering Trade (Cape):—

Name of Establishment.	Occupation.	Period.		Total.
		From.	To.	

This statement is, to the best of my knowledge, true and correct and I know and understand that any incorrect declaration constitutes an offence.

Witness.

Date.

Signature of Applicant.

(FOR USE OF COUNCIL OFFICE ONLY.)

Total Assessment of Experience: years months days.

Checked by

No. of Provident Fund Record Card issued Date

AANHANGSEL P.F. 6.
 ANNEXURE

Voorsorgsfondsreg.-no.
 Provident Fund Reg. No.

Persoonsno.
 Pop. Iden. No.

Hierby word gesertifiseer dat:
 This is to certify that:

Familienaam

Voorname

Surname

First Names

Adres

Address

in die Register van die Fonds ingeskryf is as 'n bydraer met ingang van
 has been entered in the Records of the Fund as a Contributor with effect from

Handtekening van werknemer

Signature of Employee

Namens Sekretaris/For Secretary.

Datum/Date

Datum/Date

DIENSREGISTER.—RECORD OF EMPLOYMENT.

Werkgever. Employer.	Datum van indiensneming. Date of Engagement.	Loon. Wage.	Beroep. Occupation.	Datum van uitdienstreding. Date of Leaving.	Loon. Wage.	Beroep. Occupation.	Paraaf van werkgever. Initials of Employer.

OPMERKING.—By *indiensneming* moet hierdie kaart oorhandig word aan die werkgever, wat die eerste vier kolomme moet invul en die kaart moet bewaar. Op die *datum van uitdienstreding* moet die werkgever die res van die kolomme invul en die kaart aan die werknemer terugbesorg.

NOTE.—On *engagement* this card must be handed to the employer, who must fill in the first four columns and retain the card. On *date of leaving* the employer must fill in the last columns and return the card to the employee.

AANHANGSEL P.F. 7.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, KAAP.

VOORSORGFONDS.

AANSTELLING VAN BENOEMDE WAT VOORDELE MOET
ONTVANG.

1. Ek, die ondergetekende lid,.....

(naam van bydraer in blokletters)

Voorsorgfondsrekordkaartno.

stel hierby

adres

(volle naam en adres van benoemde in blokletters)

as my benoemde ooreenkomstig die reëls van die Voorsorgfonds aan om enige bystand wat as gevolg van my afsterwe uit genoemde Fonds betaalbaar is, te ontvang, en ek stem daarmee in dat geen verandering in die aanstelling van die benoemde deur die Voorsorgfonds erken mag word nie, tensy ek skriftelik kennis daarvan aan die Sekretaris van die Fonds, Posbus 836, Kaapstad, gegee het.

2. Ek vrywaar die Raad soos deur die Bestuurskomitee van genoemde Fonds verteenwoordig, teen enige eis ingestel deur die verteenwoordiger van my boedel betaal word, en die Voorsorgfonds word van bystand uit genoemde Fonds, mits die bystand ooreenkomstig hierdie aanstelling aan my benoemde betaal word.

3. Ingeval voornoemde benoemde voor my te sterwe kom, verleen ek hierby magtiging dat die bystand dan aan die verteenwoordiger van my boedel betaal word, en die Voorsorgfonds word vervolgens geheel en al onthef van aanspreeklikheid vir die betaling van sodanige bystand aan my benoemde of 'n ander persoon.

Gedateer te.....op hede die.....dag
van.....19.....

Handtekening van bydraer.....

Adres van bydraer.....

GETUIES:

1.
2.

AANHANGSEL P.F. 8.

DIE SEKRETARIS,
BESTUURSKOMITEE,
VOORSORGFONDS VIR DIE DRANK- EN VERVERSINGSBEDRYF,
KAAP,
POSBUS 836,
KAAPSTAD.

AANSOEK OM UITTREDINGSVOORDELE DEUR BY-
DRAERS ONDER DIE LEEFTYD VAN 60 (VROUENS) OF
65 (MANS).

Naam.....Voorheen.....

Voorname.....

Huidige adres.....

Geboortedatum.....Voorsorgfondsrekordkaartno.....

Benoemde.....

Adres van benoemde.....

Ek het die diens van die firma.....
verlaat en is om ondergenoemde redes nie voornemens om werk in
die Drank- en Verversingsbedryf in die Kaapse Skiereiland aan te
neem nie:—

Ek eis hierby terugbetaling van my bydraes plus dié persentasie
wat my mag toekom.

Ek begryp dat, as ek te eniger tyd in die toekoms na die Bedryf
sou terugkeer, ek nie daarop geregtig sal wees om tot die Voorsorg-
fonds te behoort nie, behalwe in die mate waarvoor daar in die
Ooreenkoms voorsiening vir nuwe bydraers gemaak word, en dat
ek geen aanspraak op bystand vir vorige diens het nie.

Getuie.....Handtekening.....

Datum.....

L.W.—Eise deur persone onder die leeftyd van 60 jaar (vrouens) of
65 jaar (mans) kan alleenlik twee jaar nadat sodanige per-
sone laas in die Bedryf werksaam was, ingedien word.

ANNEXURE P.F. 7.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, CAPE.

PROVIDENT FUND.

APPOINTMENT OF NOMINEE TO RECEIVE BENEFITS.

1. I, the undersigned member,.....

(name of contributor in blockletters)

Provident Fund Record Card No.....

hereby appoint as my nominee.....

Address.....

(Full name and address of Nominee in block letters)

in terms of the Rules of the Provident Fund to receive any benefit
which may accrue from the said Fund by reason of my death, and I
agree that no alteration in the appointment of the Nominee shall be
recognized by the Provident Fund unless notification thereof shall
have been given by me in writing to the Secretary of the Fund,
P.O. Box 836, Cape Town.

2. I indemnify the Council as represented by the Management
Committee of the said Fund against any claim made by the repre-
sentative of my deceased Estate or by any person whatsoever for
payment of any benefits from the said Fund provided that payment
is made to my Nominee in terms hereof.

3. In the event of the aforesaid Nominee predeceasing me then I
authorize that payment be made to the representative of my Estate
and the Provident Fund shall thereupon be discharged completely
from liability to make payment of any such benefit to my Nominee
or other person whatsoever.

Dated at.....this.....day of

19.....

Signature of Contributor.....

Address of Contributor.....

AS WITNESSES:

1.
2.

ANNEXURE P.F. 8.

THE SECRETARY,
THE MANAGEMENT COMMITTEE,
PROVIDENT FUND FOR THE LIQUOR & CATERING TRADE, CAPE,
P.O. Box 836,
CAPE TOWN.

APPLICATION FOR WITHDRAWAL BENEFITS BY CON-
TRIBUTORS UNDER THE AGE OF 60 (FEMALE) OR 65
(MALE).

Name.....Formerly.....

First Names.....

Present Address.....

Date of Birth.....Provident Fund Record Card No.....

Nominee.....

Address of Nominee.....

I have left the employ of Messrs.....
and have no intention of obtaining employment in the Liquor and
Catering Trade in the Cape Peninsula for the following reasons:—

I hereby claim refund of my contributions plus such percentage as
may have accrued to me.

I understand that should I return to the Industry at any time in
the future I shall not be entitled to belong to the Provident Fund
except to the extent provided in the Agreement in respect of new
contributors and that I shall have no claim for past service benefits.

Witness.....Signature.....

Date.....

N.B.—Claims by persons under the age of 60 (female) or 65 (male)
can only be submitted two years after such persons were last
employed in the Industry.

DIE SEKRETARIS,
BESTUURSKOMITEE,
VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGSBEDRYF,
KAAP,
POSBUS 836,
KAAPSTAD.

AANHANGSEL P.F. 9

AANSOEKE OM AFTREEBYSTAND.

Naam..... Voorheen.....
Voorname.....
Huidige adres.....
Geboortedatum..... Voorsorgsfondsrekordkaartno.....
Benoemde.....
Adres van benoemde.....
Aangesien ek die leeftyd van..... jaar bereik het, eis ek hierby die aftreevoordele wat my toekom.
Ek begryp dat die betaling, deur die Fonds, van die gelde wat uit hoofde van hierdie aansoek aan my verskuldig is, my nie verhinder om nog in die Bedryf werksaam te wees nie, maar dat ek na ontvangs van sodanige gelde geen verdere eis teen die Fonds het nie.
Getuie..... Handtekening.....
Datum.....

DIE SEKRETARIS,
BESTUURSKOMITEE,
VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGSBEDRYF,
KAAP,
POSBUS 836,
KAAPSTAD.

AANHANGSEL P.F. 10.

AANSOEK OM ONGESKIKTHEIDSBYSTAND.

Familienaam..... Voorheen.....
Voorname.....
Geboortedatum..... Voorsorgsfondsrekordkaartno.....
Benoemde.....
Adres van benoemde.....
Ek verklaar hierby dat ek die diens van die firma..... verlaat het weens swak gesondheid/ongeskiktheid wat van so 'n aard is dat ek nie werk in die Drank- en Verversingsbedryf in die Kaapse Skiereiland sal kan vind nie.
Ek eis hierby dié gelde wat ooreenkomstig die Voorsorgsfonds-ooreenkoms aan my verskuldig is.
Die onvermoë waaraan ek ly, is (gee kort beskrywing):—
.....
'n Doktersertifikaat ter ondersteuning van hierdie aansoek, gaan hierby.
Getuie..... Handtekening.....
Datum.....

ANNEXURE P.F. 9.

THE SECRETARY,
THE MANAGEMENT COMMITTEE,
PROVIDENT FUND FOR THE LIQUOR & CATERING TRADE, CAPE,
P.O. BOX 836,
CAPE TOWN.

APPLICATION FOR RETIREMENT BENEFITS.

Name..... Formerly.....
First Names.....
Present Address.....
Date of Birth..... Provident Fund Record Card No.....
Nominee.....
Address of Nominee.....
Having reached the age of..... I hereby claim the retirement benefits due to me.
I understand that payment by the Fund of moneys due to me in terms of this application is no bar to my continued employment in the Industry but that I shall on receipt of such moneys have no further claim on the Fund.
Witness..... Signature.....
Date.....

THE SECRETARY,
THE MANAGEMENT COMMITTEE,
PROVIDENT FUND FOR THE LIQUOR & CATERING TRADE, CAPE,
P.O. BOX 836,
CAPE TOWN.

ANNEXURE P.F. 10.

APPLICATION FOR DISABILITY BENEFITS.

Name..... Formerly.....
First Names.....
Date of Birth..... Provident Fund Record Card No.....
Nominee.....
Address of Nominee.....
I hereby declare that I have left the employ of Messrs..... owing to ill-health/incapacity of a nature that will preclude me from obtaining employment in the Liquor and Catering Trade in the Cape Peninsula.
I hereby claim the moneys due to me in terms of the Provident Fund Agreement.
The disability I am suffering from is (give brief description):—
.....
A medical certificate in support of this application is attached.
Witness..... Signature.....
Date.....

INHOUD.

Departement van Arbeid.

GOEWERMENTSKENNISGEWING.

No.		BLADSY
R.478	Wet op Nywerheidsversoening, 1956: Drank- en Verversingsbedryf, Kaap: Voorsorgfondsooreenkoms	1

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Department of Labour.

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