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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2296

24 December 1971

INDUSTRIAL CONCILIATION ACT, 1956
BAKING AND/OR CONFECTIONARY INDUSTRY
(CAPE)

PROVIDENT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionary Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1974, upon the employer's organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 and 18, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1974, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Bellville, The Cape, Paarl, Simonstown, Somerset West, Strand, Stellenbosch, Wellington 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 with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1974, the provisions of the said Agreement, excluding those contained in clauses 2 and 18, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2296

24 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956
BAK- EN/OF BANKETNYWERHEID (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 Bak- en/of Banketnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1974 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 en 18, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1974 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Bellville, Die Kaap, Paarl, Simonstad, Somerset-Wes, Strand, Stellenbosch, Wellington en Wynberg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 en 18, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1974 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR CONFECTIONERY INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act 1956, as amended, made and entered into between the Cape Master Bakers' and/or Confectioners' Association

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

Bakery Employees' Industrial Union

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

being parties to the Industrial Council for the Baking and/or Confectionery Industry (Cape).

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Magisterial District of The Cape, Wynberg, Simonstown, Bellville, Strand, Somerset West, Stellenbosch, Paarl and Wellington by all employers in the Baking and/or Confectionery Industry (Cape) who are members of the employers' organisation and by all employees in the Baking and/or Confectionery Industry (Cape) who are members of the trade union.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall not apply to Selected Products Limited of 88-110 Newmarket Street, Cape Town, and its employees.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force until 30 June 1974, or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, or in the Main Agreement shall have the same meaning as in that Act or Agreement and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended; "Baking and/or Confectionery Industry" means the industry in which employers and employees are associated for the purpose of baking and/or making bread and/or confectionery and includes—

(a) the baking and/or making of rolls, buns, currant bread, doughnuts, rusks, mosbolletjies, cakes, pastries, pies, yeast goods, and other products of a bakehouse of which dough or batter forms a component part;

(b) the manufacture of any commodity or ingredient used in the baking or the making of confectionery if carried on by employers and employees engaged in the activities referred to in paragraph (a);

(c) all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the products referred to therein, if carried on by such employers or their employees, including the distribution and/or sale and/or display of the said products at or from a baker's shop;

but excludes the manufacture of sweets and of biscuits other than hand-made biscuits;

"contributor" means any person who is or has been in the Baking and/or Confectionery Industry and from whose wages deductions are or have been made in terms of this Agreement and shall include a clerical employee or an unskilled employee who has been admitted to membership of the Fund in terms of clause 8 (2);

"Council" means the Industrial Council for the Baking and/or Confectionery Industry (Cape);

"experience" means the total period of employment in the Baking and/or Confectionery Industry within the area covered by this Agreement;

"Fund" means the Provident Fund continued under this Agreement;

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

"Main Agreement" means the Agreement published under Government Notice R. 2189 of 9 December 1970, or any subsequent wage agreement of the Council which is published in terms of the Act;

BYLAWE

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET-NYWERHEID (KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, soos gewysig, gesluit deur die

Cape Master Bakers' and/or Confectioners' Association

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

Bakery Employees Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Strand, Somerset-Wes, Stellenbosch, Paarl en Wellington deur alle werkgewers in die Bak- en/of Banketnywerheid (Kaap) wat lede van die werkgewersorganisasie is, en deur alle werknemers in die Bak- en/of Banketnywerheid (Kaap) wat lede van die vakvereniging is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms nie van toepassing nie op Selected Products Limited van Nuwemarkstraat 88-110, Kaapstad, en sy werknemers.

2. GELDIGHEIDSDUUR

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel 48 (1) van die Wet bepaal word en bly van krag tot 30 Junie 1974 of vir 'n tydperk wat deur hom vasgestel word.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, of in die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956, soos gewysig; "Bak- en/of Banketnywerheid" die Nywerheid waarin werkgewers en werknemers geassosieer is om brood en/of banket te bak en/of te maak en omvat dit—

(a) die bak en/of maak van rolletjies, bolletjies, rosyntjiebrood, oliebolle, beskuit, mosbolletjies, koek, gebak, pasteie, gisgoedere, en ander produkte van 'n bakhuis waarvan deeg of beslag 'n bestanddeel is;

(b) die vervaardiging van enige kommoditeit of bestanddeel wat in die bak of die maak van banket gebruik word as dit uitgevoer word deur werkgewers en werknemers in die werksaamhede gemeld in paragraaf (a);

(c) alle werksaamhede uitgevoer deur sodanige werkgewers wat hoort by, verbonde is aan of volg op die werksaamhede gemeld in (a) of die verspreiding van die produkte daarin gemeld, as dit uitgevoer word deur sodanige werkgewers of hul werknemers, met inbegrip van die verspreiding en/of verkoop en/of vertoning van genoemde produkte in of uit 'n bakkerswinkel;

maar omvat nie die vervaardiging van lekkergoed en/of beskuitjies nie, uitgesonderd handgemaakte beskuitjies;

"bydraer" iemand wat in die Bak- en/of Banketnywerheid in diens is of was en van wie se loon bedrae kragtens hierdie Ooreenkoms afgetrek word of afgetrek is, en omvat 'n klerk of 'n ongeskoolde werknemer wat kragtens klousule 8 (2) lid van die Fonds geword het.

"Raad" die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap);

"ondervinding" die totale tydperk van diens in die Bak- en/of Banketnywerheid in die gebied deur die Ooreenkoms gedek;

"Fonds" die Voorsorgfonds voortgesit kragtens hierdie Ooreenkoms;

"fondswcek" 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die volgende Vrydag en Saterdag;

"Hofooreenkoms" die Ooreenkoms gepubliseer in Goewermentskennisgewing R. 2189 van 9 Desember 1970 of enige latere loonooreenkoms van die Raad wat kragtens die Wet gepubliseer word.

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

"retiring age" means the age of 65 in the case of male contributors and 55 in the case of female contributors;

"Secretary" means the Secretary of the Council and includes any official appointed as an assistant secretary;

"unskilled employee" means an employee employed in one or more of the following occupations as defined in the Main Agreement:

Vanman's assistant, labourer, delivery employee, office messenger and watchman;

"wage" means the amount of money payable to an employee in terms of clause 4 of the Main Agreement in respect of his ordinary hours of work as prescribed in clause 6 of the Main Agreement; provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of the Main Agreement, it means such higher amount.

4. PROVIDENT FUND

The Fund established under Government Notice R. 293 of 17 February 1961, and known as the Cape Baking and Confectionery Industry Provident Fund, is hereby continued for the purpose of providing benefits to contributors as set out in this Agreement.

The Fund shall consist of—

- any moneys standing to the credit of the Fund;
- contributions paid into the Fund in accordance with the provisions of this Agreement;
- interest derived from the investment of any moneys of the Fund;
- any other sums to which the Fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a Management Committee consisting of two employers' representatives and two employees' representatives appointed by the Council in terms of section 8A of the Constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the Management Committee.

(2) For each representative an alternate shall be appointed in the manner provided for in section 8A of the Constitution of the Council, as amended.

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

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

(5) All expenses of administration shall be a charge on the Fund.

(6) The Management Committee shall have power to—

- sanction all payments and expenditure on behalf of the Fund;
- engage and dismiss paid servants of the Fund, fix their remuneration, and define their duties;
- supervise the working of any local committee appointed;
- appoint subcommittees to help in the administration of the Fund;
- draft rules for the payment of benefits and fix the time and place for such payments;
- perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund;
- approve or refuse applications in terms of clause 8 of this Agreement.

(7) Two copies of the rules of the Fund and any amendments thereof shall be lodged with the Secretary of the Council who shall transmit one copy to the Secretary for Labour.

"begunstigde" enigiemand, aangestel deur 'n bydraer, aan wie alle bystand wat sodanige bydraer ten tyde van sy dood toekom, betaal moet word;

"aftreleeftyd" die leeftyd van 65 in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;

"Sekretaris" die Sekretaris van die Raad en dit omvat enige beampste wat as assistent-sekretaris aangestel word;

"ongeskoolde werknemer" 'n werknemer in diens in een of meer van onderstaande bedrywe soos in die Hoofoorreenskoms omskryf:

Bestelwaman se assistent, arbeider, afleweringswerknemer, kantoorbode en wag;

"loon" die geldbedrag betaalbaar aan 'n werknemer kragtens klousule 4 van die Hoofoorreenskoms vir sy gewone werkure soos voorgeskryf in klousule 6 van die Hoofoorreenskoms. Met dien verstande dat as 'n werkgewer gereeld 'n werknemer vir sodanige werkure 'n hoër bedrag betaal as wat in die Hoofoorreenskoms voorgeskryf word, dit sodanige hoër bedrag beteken.

4. VOORSORGFONDS

Die Fonds ingestel kragtens Goewermentskennisgewing R. 293 van 17 Februarie 1961 en bekend as die Voorsorgfonds vir die Kaapse Bak- en Banketnywerheid, word hierby voortgesit met die doel om bystand aan bydraers te betaal soos in hierdie Ooreenskoms uiteengesit.

Die Fonds bestaan uit—

- geld in die krediet van die Fonds;
- bydraes in die Fonds inbetaal ooreenkomstig die Ooreenskoms;
- rente verkry uit die belegging van die geld van die Fonds;
- enige ander bedrae waarop die Fonds geregtig word.

5. AANSTELLING EN WERKSAAMHEDE VAN BESTUURSKOMITEE

(1) Die administrasie van die Fonds berus by 'n bestuurskomitee bestaande uit twee werkgewerverteenwoordigers en twee werknemerverteenwoordigers aangestel deur die Raad kragtens artikel 8A van die konstitusie van die Raad op 'n behoorlik gekonstitueerde vergadering van die Raad, saam met die voorsitter en ondervoorsitter van die Raad wat amptshalwe lede van die bestuurskomitee is.

(2) Vir elke verteenwoordiger word 'n plaasvervanger aangestel op die wyse bepaal in artikel 8A van die Konstitusie van die Raad, soos gewysig.

(3) Twee werkgewerverteenwoordigers en twee werknemerverteenwoordigers maak 'n kworum uit en alle sake word deur 'n meerderheid van stemme beslis. Die Voorsitter het slegs 'n gewone stem. Plaasvervangers van lede wat afwesig is kan as volle verteenwoordigers getel word vir doeleindes van 'n kworum en indien geen kworum binne 30 minute na die bepaalde tyd aanwesig is nie, word die vergadering verdaag tot 'n datum nie later nie as sewe dae daarna wat deur die Voorsitter vasgestel moet word. By so 'n verdaagde vergadering waarvan lede skriftelik kennis gegee moet word, maak die aanwesiges 'n kworum uit. Vir die doel van 'n kworum word die Voorsitter en Ondervoorsitter van die Raad, as hulle aanwesig is, as verteenwoordigers beskou.

(4) Indien 'n verteenwoordiger afwesig is van 'n vergadering en nie deur 'n plaasvervanger verteenwoordig word nie, word die stemmetal aan die kant wat hy verteenwoordig, verminder en 'n dergelyke vermindering moet gemaak word aan die ander kant ten einde gelykheid van stemmetal te bewaar. Geen voorstel word oorweeg nie tensy dit gesekondeer is en alle sake wat die onderwerp van voorstelle uitmaak, moet deur 'n meerderheid van stemme van die aanwesiges beslis word.

(5) Alle administrasiekoste word teen die Fonds gedebiteer.

(6) Die bestuurskomitee is bevoeg om—

- alle betalings en uitgawes namens die Fonds goed te keur;
- betaalde beampstes van die Fonds in diens te neem en te ontslaan, hul besoldiging vas te stel, en hul werksaamhede te bepaal;
- toesig te hou oor die werk van enige plaaslike komitee wat aangestel word;
- onderkomitees 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 vir sulke betalings vas te stel;
- alle ander pligte uit te voer wat die komitee nodig of wenslik ag vir die behoorlike administrasie van die Fonds;
- aansoeke ingevolge klousule 8 van die Ooreenskoms goed te keur of te weier.

(7) Twee afskrifte van die reëls van die Fonds en enige wysigings daarvan moet by die Sekretaris van die Raad ingedien word, wat een afskrif aan die Sekretaris van Arbeid moet stuur.

6. RECORD OF CONTRIBUTORS

Every employer to whom this Agreement applies on the date of coming into operation thereof or to whom the Agreement becomes applicable at some later date shall by the 14th day of each succeeding month forward to the Secretary a statement reflecting the details prescribed in Annexure A.

7. CONTRIBUTIONS

(1) For the purpose of the Fund, each employer shall deduct from the wages of each of his employees, other than casual employees, jobbers, clerical employees and unskilled employees, except as provided for in clause 8 (2) of this Agreement, and who has worked during any week irrespective of the time so worked, the amounts set out hereunder:

(a) *Group I.*—In the case of an employee earning a wage of R16 per week or less, the sum of 20 cents per week;

(b) *Group II.*—In the case of an employee earning a wage in excess of R16 per week, the sum of 40 cents per week;

provided that such deductions shall only be made in respect of employees whose total experience, as defined, exceeds one year and provided further that no contribution shall be required from an employee or his employer in respect of 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, but not later than the 14th day of each month, the total sum to the Secretary of the Council.

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

(4) When a contributor is on leave on full pay or less than full pay and/or when a contributor is on short time, both his and the employer's contribution 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 contributor as a result of such contributor having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

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

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

8. EXCLUSIONS

(1) Employees employed as casual employees, jobbers and unskilled employees or as clerical employees shall not be eligible for membership of the Fund, except as provided for in sub-clause (2) of this clause.

(2) Clerical employees and unskilled employees may be admitted to membership of the Fund only if application to that effect is made jointly, in writing, to the Management Committee by the employer and employee concerned, and in addition the application is approved by the said Management Committee which shall have full authority either to approve or refuse it. In the event of any such application being approved all the terms and provisions of this Agreement shall apply to the said employee and his employer with effect from the date on which they are advised, in writing, by the Management Committee that their application has been approved. The terms of the Agreement shall cease to apply to the said employee and to the said employer only in so far as the employment of such employee is concerned immediately the said employee leaves the employment of the said employer unless by mutual arrangement with his new employer, if such employer is engaged in the Baking and/or Confectionery Industry within the area covered by this Agreement, and with the written approval of the Management Committee the terms of this Agreement are again applied to him and to his new employer in the manner provided for in this subclause.

9. 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 from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Management Committee.

6. STAAT VAN BYDRAERS

Elke werkgewer op wie hierdie Ooreenkoms op die datum van die inwerkingtreding daarvan van toepassing is of op wie die Ooreenkoms op 'n later datum van toepassing word, moet teen die 14de dag van elke volgende maand 'n staat van die besonderhede, voorgeskryf in Aanhangsel A, aan die Sekretaris stuur.

7. BYDRAES

(1) Vir die doel van die fonds moet elke werkgewer van die loon van elkeen van sy werknemers, uitgesonderd loswerknemers, taakwerkers, klerke en ongeskoolde werknemers, uitgesonderd soos bepaal in klousule 8 (2) van hierdie Ooreenkoms, en wat gedurende enige week gewerk het, ongeag die tyd aldus gewerk, die bedrae aftrek wat hieronder genoem word:

(a) *Groep I.*—In die geval van 'n werknemer wat 'n loon van R16 per week of minder verdien, 20 sent per week;

(b) *Groep II.*—In die geval van 'n werknemer wat 'n loon van meer as R16 per week verdien, 40 sent per week;

met dien verstande dat sulke aftrekkings slegs gemaak moet word ten opsigte van werknemers wie se totale ondervinding, soos omskryf, meer as een jaar is, en voorts met dien verstande dat geen bydrae verpag word van 'n werknemer of sy werkgewer ten opsigte van 'n week waarvoor die werknemer nie geregtig is op en ook nie besoldiging van sy werkgewer ontvang nie.

(2) By die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en maand vir maand maar op of voor die 14de dag van elke maand, die totale bedrag aan die Sekretaris van die Raad stuur.

(3) 'n Werkgewer mag nie die hele of 'n gedeelte van sy eie bydrae van die verdienste van 'n werknemer aftrek nie, of enige vergoeding van die werknemer ten opsigte van die bydrae ontvang nie.

(4) Wanneer 'n bydraer met verlof met volle besoldiging of minder as volle besoldiging is en/of wanneer 'n bydraer korttyd werk, moet sowel sy as die werkgewer se bydrae voortgesit word.

(5) As 'n bydrae per abuis aan die Fonds gemaak word, is die Fonds nie aanspreeklik om daardie bydrae na verstryking van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(6) Wanneer bystand per abuis aan 'n bydraer betaal is weens die feit dat die sodanige bydraer betalings aan die Fonds gemaak het wat nie verskuldig was nie, kan die bestuurskomitee die bedrag aftrek van die bystand aldus betaal—

(i) van enige bedrag van die Fonds geëis as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(ii) van enige toekomstige bystand wat deur die Fonds aan genoemde bydraer verskuldig kan word.

8. UITSLUITINGS

(1) Werknemers in diens as los werknemers, taakwerkers, ongeskoolde werknemers of as klerke kan nie lede van die Fonds word nie, uitgesonderd soos bepaal in subklousule (2) van hierdie klousule.

(2) Klerke en ongeskoolde werknemers kan slegs lede van die Fonds word as aansoek met dié doel skriftelik aan die bestuurskomitee gesamentlik deur die betrokke werkgewer en werknemer gedoen word, en daarbenewens as die aansoek toegestaan word deur genoemde Bestuurskomitee wat volle bevoegdheid het om dit of goed te keur of te weer. Ingeval so 'n aansoek toegestaan word, is al die bedinge en voorwaardes van die Ooreenkoms van toepassing op genoemde werknemer en sy werkgewer met ingang van die datum waarop hulle skriftelik in kennis gestel word deur die Bestuurskomitee dat hul aansoek toegestaan is. Die Ooreenkoms hou op om van toepassing te wees op genoemde werknemer en genoemde werkgewer slegs vir sover dit die diens van die werknemer betref sodra genoemde werknemer die diens van genoemde werkgewer verlaat, tensy, by onderlinge ooreenkoms met sy nuwe werkgewer, indien die werkgewer in die Bak- en/of Banketnywerheid is binne die gebied wat deur die Ooreenkoms gedek word, en met die skriftelike toestemming van die Bestuurskomitee, die betalings van die Ooreenkoms weer eens op hom en sy nuwe werkgewer van toepassing gemaak word op die wyse in dié subklousule bepaal.

9. FINANSIES

(1) Alle geld deur die Fonds ontvang, moet gestort word in 'n bankrekening wat in naam van die Fonds geopen moet word. 'n Ampelike kwitansie moet uitgereik word vir alle geld wat in die Fonds ontvang word en trekkings uit die Fonds moet geskied per tjek geteken deur persone wat van tyd tot tyd deur die Bestuurskomitee gemagtig word.

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

- (i) Stock of the Government of the Republic of South Africa or Local Government Stocks;
- (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
- (v) in any other manner approved by the Registrar.

(3) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on 30 June and 31 December of 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 counter-signed by the Chairman of the Council and shall within three months after the close of the period to which it relates, be transmitted to the Industrial Registrar, 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 the contributors of the Fund.

10. BENEFITS

(1) Benefits shall be provided to contributors who—

- (a) leave the Industry on or after reaching the retiring age; or
- (b) satisfy the Management Committee that they have left the Industry permanently before such retiring age.

(2) *Appointment of beneficiaries.*—Every contributor shall by the completion of a statement in the form of Annexure B 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 beneficiary any benefits due at the time of a contributor's death, shall be paid into the estate of such deceased contributor.

(3) Upon receipt of the statement the Secretary shall forward to such contributor a certificate acknowledging receipt by the Fund of such statement, and stating the name and address of the beneficiary.

11. AMOUNT OF BENEFITS

(1) *Withdrawal benefits.*—Subject to the provisions of clause 12 (1) of the Agreement the minimum benefits that shall be paid to contributors who, for reasons other than those provided for under subclauses (2), (3) and (4) of this clause, cease to be employed in the Baking and/or Confectionery Industry within the area specified in clause 1 of the Agreement, shall be as follows:

(a) When the contributor has been a contributor of the Fund for less than two years—the amount of the contributor's own contributions;

(b) when the contributor has contributed to the Fund for two years or more—the amount of the contributor's own contributions plus five per cent of the employer's contributions on his behalf in respect of each completed year of membership with a maximum of 100 per cent of such employer's contribution.

(2) *Retirement benefits.*—(a) When the contributor retires on or after reaching the normal retiring age the benefit payable to him shall be as set out in subclause (1), provided, however, that if such contributor has been employed in the Baking and/or Confectionery Industry within the area specified in clause 1 of the Agreement for a period of 10 years or more and has reached retiring age, the benefit payable to him shall be—

a return of twice the contributor's contributions plus the following percentage allowances for interest for each completed year of combined contributions made by the employee and the employer on his behalf:

Number of completed years of combined contributions	Allowance for interest for each year of combined contributions
	Per cent
Up to 5	—
6 and 7	$\frac{1}{2}$
8 and 9	1
10 to 13	$1\frac{1}{2}$
14 to 17	2
18 to 23	$2\frac{1}{2}$
24 to 29	3
30 to 35	$3\frac{1}{2}$
36 to 39	4
40 to 43	$4\frac{1}{2}$
44 and over	5

(2) Geld in die Fonds wat meer is as wat nodig is vir uitgawes moet nie anders as in die volgende belê word nie:

- (i) Effekte van die Regering van die Republiek van Suid-Afrika of plaaslike bestuurseffekte;
- (ii) Nasionale Spaarsertifikate;
- (iii) Poskantoor spaarrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's by bougenootskappe of banke; of
- (v) op enige ander manier wat deur die Registrateur goedgekeur word.

(3) Die Raad moet volledige en ware rekenings van die Fonds laat byhou en moet 'n halfjaarlikse rekening laat opstel vir die tydperke eindigende 30 Junie en 31 Desember van elke jaar van al die inkomste en uitgawes van die Fonds, asook 'n staat wat sy bates en laste toon. Elke sodanige rekening en staat moet deur die ouditeur van die Raad getuig word en deur die voorsitter van die Raad medeonderteken word en binne drie maande, na die einde van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrateur gestuur word, saam met enige verslag wat daarvoor deur genoemde ouditeur gemaak is. 'n Afskrif van die halfjaarlikse rekenings en balansstaat moet ter insae deur die bydraers tot die Fonds beskikbaar wees.

10. BYSTAND

(1) Bystand word betaal aan bydraers wat—

- (a) die Nywerheid verlaat wanneer of nadat hulle die aftreeleefyd bereik;
- (b) aan die Bestuurskomitee bewys lewer dat hulle die Nywerheid permanent voor sodanige aftreeleefyd verlaat het.

(2) *Benoeming van begunstigdes.*—Van elke bydraer word vereis om deur die invul van 'n staat in die vorm van Aanhangsel B, 'n begunstigde te benoem, aan wie, ingeval van die dood van die bydraer, enige bystand aan so 'n bydraer verskuldig, betaal moet word. Ingeval die Fonds nie beskik oor die naam van so 'n begunstigde nie, moet alle bystand verskuldig ten tyde van 'n bydraer se dood in die boedel van die afgestorwe bydraer inbetaal word.

(3) By ontvangs van die staat moet die Sekretaris aan die bydraer 'n sertifikaat stuur waarin ontvangs van die verklaring deur die Fonds erken en waarin die naam en adres van die begunstigde aangedui word.

11. BEDRAG VAN BYSTAND

(1) *Terugbetalingsbystand.*—Behoudens klousule 12 (1) van die Ooreenkoms is die minimum bystand wat betaal moet word aan bydraers wat om ander redes as dié bepaal in subklousules (2), (3) en (4) van hierdie klousule, ophou om in diens te wees in die Bak- en/of Banketnywerheid binne die gebied gespesifiseer in klousule 1 van die Ooreenkoms, soos volg:

(a) Wanneer die bydraer minder as twee jaar lank 'n bydraer tot die Fonds was—die bedrag van die bydraer se eie bydraes;

(b) wanneer die bydraer twee jaar of langer tot die Fonds bygedra het—die bedrag van die bydraer se eie bydraes plus vyf persent van die werkgever se bydraes ten behoeve van hom met betrekking tot elke voltooide jaar lidmaatskap, met 'n maksimum van 100 persent van sodanige werkgever se bydrae.

(2) *Aftreebystand.*—(a) As die bydraer aftree wanneer hy die normale aftreeleefyd bereik, of daarna, is die bystand wat aan hom betaalbaar is, dié wat in subklousule (1) uiteengesit word; met dien verstande egter dat indien sodanige bydraer in diens was in die Bak- en/of Banketnywerheid binne die gebied gespesifiseer in klousule 1 van die Ooreenkoms vir 'n tydperk van 10 jaar of langer, en die aftreeleefyd bereik het, die bystand wat aan hom betaalbaar is, soos volg is:

'n Terugbetaling van twee keer die bydraer se bydraes plus ondergemelde persentasietoelae vir rente vir elke voltooide jaar van gesamentlike bydraes gemaak deur die werknemer en die werkgever ten behoeve van hom:

Getal voltooide jare van gesamentlike bydraes	Toelae vir rente vir elke jaar van gesamentlike bydraes
	Persent
Tot 5	—
6 en 7	$\frac{1}{2}$
8 en 9	1
10 tot 13	$1\frac{1}{2}$
14 tot 17	2
18 tot 23	$2\frac{1}{2}$
24 tot 29	3
30 tot 35	$3\frac{1}{2}$
36 tot 39	4
40 tot 43	$4\frac{1}{2}$
44 en meer	5

(b) When a contributor who has been employed in the Industry within the area specified in clause 1 of the Agreement for a period of 10 years or more retires within five years prior to reaching the normal retiring age, the benefits payable to such contributor shall be calculated as set out in paragraph (a) of this subclause.

(3) *Ill-health retirement.*—Where a contributor is compelled by serious ill-health, or incapacity, to leave the Industry before reaching the retiring age, the Management Committee may on production of suitable medical evidence authorise benefits as follows:

A return of twice the contributor's contributions plus the following allowance for interest for each completed year of combined contributions:

Number of completed years of combined contributions	Allowance for interest for each year of combined contributions Per cent
Up to 5	—
6 and 7	$\frac{1}{2}$
8 and 9	1
10 to 13	$1\frac{1}{2}$
14 to 17	2
18 to 23	$2\frac{1}{2}$
24 to 29	3
30 to 35	$3\frac{1}{2}$
36 to 39	4
40 to 43	$4\frac{1}{2}$
44 and over	5

(4) *Death benefits.*—On production of satisfactory proof of death the benefits payable to the deceased's beneficiary or his estate shall be as follows:

A return of twice the contributor's contributions plus the following allowances for interest for each completed year of combined contributions:

Number of completed years of combined contributions	Allowance for interest for each year of combined contributions Per cent
Up to 5	—
6 and 7	$\frac{1}{2}$
8 and 9	1
10 to 13	$1\frac{1}{2}$
14 to 17	2
18 to 23	$2\frac{1}{2}$
24 to 29	3
30 to 35	$3\frac{1}{2}$
36 to 39	4
40 to 43	$4\frac{1}{2}$
44 and over	5

provided that a minimum benefit of R100 shall be payable in the case where the deceased's contributions had been at the rate of 20 cents per week and a minimum benefit of R200 where the deceased's contributions had been at the rate of 40 cents per week.

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

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

(3) Where a contributor returns to the Industry after payment of any claim he shall, if under the age of 65 in the case of males or 55 in the case of females, be regarded as a new contributor and only permitted to start contributing one year after returning to the Industry.

(4) If such contributor is already 65 in the case of males or 55 in the case of females, he will not be permitted to rejoin the Fund.

(5) In the event of an appointed beneficiary not claiming any benefit due in terms of this clause within four weeks of the proof of death of a contributor, the Management Committee shall insert an advertisement in three successive issues of two newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased contributor was normally resident, stating the name and last known place of work of the deceased contributor and

(b) Wanneer 'n bydraer wat vir 'n tydperk van 10 jaar of langer in diens was in die Nywerheid binne die gebied gespesifiseer in klousule 1 van die Ooreenkoms, aftree binne vyf jaar voordat hy die normale aftreeleeftyd bereik, word die bystand wat aan sodanige bydraer betaalbaar is, bereken soos in paragraaf (a) van hierdie subklousule uiteengesit.

(3) *Aftrede weens swak gesondheid.*—Wanneer 'n bydraer deur ernstige swak gesondheid, of ongeskiktheid, gedwing word om die Nywerheid te verlaat voordat hy die aftreeleeftyd bereik, mag die Bestuurskomitee, by voorlegging van aanneemlike mediese getuienis, bystand soos volg magtig:

'n Terugbetaling van twee maal die bydraer se bydraes plus die volgende toelaes vir rente vir elke voltooide jaar van gesamentlike bydraes:

Getal voltooide jare van gesamentlike bydraes	Toelaes vir rente vir elke jaar van gesamentlike bydraes Persent
Tot 5	—
6 en 7	$\frac{1}{2}$
8 en 9	1
10 tot 13	$1\frac{1}{2}$
14 tot 17	2
18 tot 23	$2\frac{1}{2}$
24 tot 29	3
30 tot 35	$3\frac{1}{2}$
36 tot 39	4
40 tot 43	$4\frac{1}{2}$
44 en meer	5

(4) *Sterftebystand.*—By voorlegging van bevredigende bewys van afsterwe, is die bystand wat aan die oorledene se begunstigde of sy boedel betaalbaar is, soos volg:

'n Terugbetaling van twee keer die bydraer se bydraes plus ondergemelde toelaes vir rente vir elke voltooide jaar van gesamentlike bydraes:

Getal voltooide jare van gesamentlike bydraes	Toelaes vir rente vir elke jaar van gesamentlike bydraes Persent
Tot 5	—
6 en 7	$\frac{1}{2}$
8 en 9	1
10 tot 13	$1\frac{1}{2}$
14 tot 17	2
18 tot 23	$2\frac{1}{2}$
24 tot 29	3
30 tot 35	$3\frac{1}{2}$
36 tot 39	4
40 tot 43	$4\frac{1}{2}$
44 en meer	5

met dien verstande dat 'n minimum bystand van R100 betaalbaar is in die geval waar die oorledene se bydraes teen 20 sent per week gemaak is en 'n minimum bystand van R200 waar die oorledene se bydraes n 40 sent per week gemaak is.

12. BETALING VAN BYSTAND

(1) Uitgesonderd in die geval van aftrede of dood, of in gevalle waar die Bestuurskomitee oortuig is dat spesiale omstandighede bestaan, word geen bystand betaal ten opsigte van enige eis totdat 'n tydperk van minstens twee jaar verloop het vanaf die tyd wat die betrokke persoon laas in die nywerheid in diens was nie.

(2) Ingeval 'n bydraer tot die nywerheid terugkeer voordat 'n eis betaal is, vervel die eis outomaties en word bydraes onmiddellik hervat.

(3) Waar 'n bydraer tot die Nywerheid terugkeer na betaling van 'n eis word hy, indien hy onder 65 jaar is in die geval van mans en 55 in die geval van vrouens, beskou as 'n nuwe bydraer en word slegs toegelaat om met bydraes te begin een jaar nadat hy tot die Nywerheid teruggekeer het.

(4) Indien dié bydraer reeds 65 jaar is in die geval van mans en 55 in die geval van vrouens, word hy nie toegelaat om weer by die Fonds aan te sluit nie.

(5) Indien 'n aangestelde begunstigde nie bystand wat kragtens dié klousule verskuldig is, binne vier weke van bewys van dood van 'n bydraer eis nie, moet die Bestuurskomitee 'n advertensie in drie opeenvolgende uitgawes plaas van twee nuusblaie wat in die Republiek van Suid-Afrika sirkuleer, waarvan een 'n nuusblad is wat in die distrik sirkuleer waarin die afgestorwe bydraer gewoonlik woonagtig was, waarin die naam en laaste bekende werkplek van die afgestorwe bydraer genoem word asook die feit

the fact that benefits are available for collection by the beneficiary at a place appointed by the Management Committee. If within three months from the date of the last insertion of such advertisement the beneficiary fails to claim the benefit due to him, such benefit shall be paid into the estate of the deceased contributor. From any moneys payable in terms of this subclause 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 Industry 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 office of the trade union.

(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 three 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 to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the contributor, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund. The Secretary shall send to the trade union aforesaid, the list herein referred to, which list shall state the name and last known place of work of the contributor and the benefit due.

13. ADDITIONAL BENEFITS

(1) The Management Committee may from time to time, increase the benefits stated herein by declaration of a bonus in the light of improvement in the finances of the Fund through—

(a) accrual of interest;

(b) contributors leaving the Industry before qualifying for the full 100 per cent of the employer's like contributions;

provided that any such bonus shall be determined only after an investigation by an actuary into the liabilities of the Fund and provided further that such bonus shall not be in excess of any amount recommended by such actuary. Any such bonus shall be credited to contributors' accounts and shall be payable to contributors at the same time and in addition to the benefits prescribed in clause 11.

(2) The Management Committee may also use moneys arising out of (a) and (b) of subclause (1) of this clause to augment benefits to persons who have contributed to the Fund for not less than five years and who are compelled to leave the Industry permanently before reaching the retiring age on account of illhealth or incapacity, or who reach the age for retirement but do not qualify for the full benefits in clause 11 (2) provided that the total used in any calendar year does not exceed an amount specified for that year by the Fund's actuary.

14. PROCEDURE IN CONNECTION WITH RETIREMENT BENEFITS

Claims for retirement benefits may be lodged at any time after contributors reach retiring age, if they have in fact retired from the Baking and/or Confectionery Industry.

15. 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 or obligation due by the contributor. The Fund shall be under no obligation to recognise, acknowledge, or act on any such purported cession, assignment, transfer or making over;

(b) set off against any debt due by the person entitled to such benefits.

16. 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 two years from the date of such expiry or the Fund not being transferred by the

dat bystand beskikbaar is vir invordering deur die begunstigde op 'n plek deur die Bestuurskomitee aangewys. Indien die begunstigde binne drie maande vanaf die datum van die laaste plasing van die advertensie versuim om die bystand te eis wat hom toekom, word dié bystand in die boedel van die afgestorwe bydraer inbetaal. Die koste van die advertensie, as daar een was, moet afgetrek word van die geld betaalbaar kragtens dié subartikel.

(6) So spoedig moontlik na 31 Desember van elke jaar en binne drie maande daarna moet die Bestuurskomitee 'n lys laat opstel waarin die naam van elke bydraer genoem word wat nie in die Nywerheid gedurende die afgelope twee kalenderjare in diens was nie en wat geen bystand geëis het nie.

(7) Op of voor 31 Maart van die jaar wat volg op so 'n twee-jaartydperk moet die Bestuurskomitee 'n kennisgewing laat publiseer wat verklaar dat 'n lys van alle persone wat nie bystand geëis het nie gedurende die afgelope twee jaar soos hierbo vermeld, beskikbaar is vir insae op die kantoor van die Fonds en dat 'n duplikaatlys beskikbaar is op die kantoor van die vakvereniging.

(8) Die kennisgewing moet 'n beroep op alle belanghebbendes doen om eise om bystand binne drie maande in te stel en om volledige besonderhede aan te dui van die gronde waarop sulke eise berus.

(9) Die kennisgewing moet in drie agtereenvolgende uitgawes gepubliseer word van minstens een Engelse en een Afrikaanse nuusblad wat in die regsgebied van die Raad sirkuleer.

(10) Op die eerste vergadering wat volg op die laaste datum waarop eise ingestel kan word, oorweeg die Bestuurskomitee sulke eise en kan aan enige persoon of persone wat eise ingedien het op die wyse hierin voorgeskryf, geld betaal wat nie meer is nie as die volle bystand aan die bydraer verskuldig, min die koste van advertensie, as wat hy nodig ag. Ingeval geen eis ingestel word deur of namens die persoon wie se naam op die lys verskyn nie, word alle bystand aan hom verskuldig, aan die Fonds verbeurd verklaar. Die Sekrataris stuur aan genoemde vakvereniging die lys hierin genoem en dié lys moet die naam en laaste bekende woonplek van die bydraer en die verskuldigde bystand noem.

13. BYKOMENDE BYSTAND

(1) Die Bestuurskomitee kan van tyd tot tyd die bystand hierin uiteengesit, vermeerder deur 'n bonus te verklaar in die lig van verbetering van die finansies van die Fonds deur—

(a) kweking van rente;

(b) bydraers wat die Nywerheid verlaat voordat hulle kwalifiseer vir die volle 100 persent van die werkgewer se gelyke bydraes;

met dien verstande dat 'n bonus alleen bepaal word na 'n ondersoek deur 'n aktuaris na die laste van die Fonds en voorts met dien verstande dat so 'n bonus nie meer mag wees nie as enige bedrag wat deur sodanige aktuaris aanbeveel word nie. So 'n bonus word vir die bydraers se rekenings gekrediteer en is betaalbaar aan bydraers op dieselfde tyd en benewens die bystand voorgeskryf in klousule 11.

(2) Die Bestuurskomitee kan ook geldgebruik wat verkry word uit (a) en (b) van subklousule (1) van dié klousule om bystand aan te vul vir persone wat minstens vyf jaar lank tot die Fonds bygedra het, en wat verplig is om die nywerheid permanent te verlaat voordat hulle die aftreeouderdom bereik, omrede van swak gesondheid of ongeskiktheid, of wat die aftreeouderdom bereik maar nie vir die volle bystand kwalifiseer wat in klousule 11 (2) bepaal word nie; met dien verstande dat die totaal wat in enige kalenderjaar gebruik word nie meer is nie as 'n bedrag vir daardie jaar deur die Fonds se aktuaris gespesifiseer.

14. HANDELWYSE IN VERBAND MET AFTREEBYSTAND

Eise om aftreebystand kan te eniger tyd ingedien word nadat bydraers die aftreeouderdom bereik indien hulle inderdaad uit die Bak- en/of Banketnywerheid uitgetree het.

15. VOORDELE KAN NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand kan nie—

(a) op enige wyse gesedeer, afgestaan, oorgedra of oorgemaak word nie of in die algemeen, of as sekuriteit vir enige skuld of verpligting deur die bydraer verskuldig. Die Fonds is onder geen verpligting om enige sodanige voorgegewe sedering, afstand, oordrag of oormaking te erken of daarop te handel nie;

(b) afgetrek word van 'n geldbedrag verskuldig deur die persoon wat op dié bystand geregtig is nie.

16. ONTBINDING VAN FONDS

(1) In geval van die verstryking van die Ooreenkoms of enige verlenging daarvan en geen onderhandelings later aangeknoop word ter voortsetting van die Fonds binne 'n tydperk van twee jaar vanaf die datum van verstryking nie, of die Fonds nie deur

Council within such period to any other fund constituted for the same purpose as that for which the Fund was created, the Fund shall be liquidated as though all contributors had left the Industry before reaching the retirement age. The Fund shall during the said period of two years 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 employee representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the 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 there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the Committee functioning in terms of this subclause, or the trustee or trustees as the case may be, in the manner set forth in subclauses (1) and (3) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(3) Upon liquidation of the Fund in terms of subclause (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 paid into the general funds of the council.

17. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages exhibited in each of his establishments in a place readily accessible to his employees.

18. 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 person(s) 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.

19. EXEMPTIONS

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

20. 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 reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by such local representatives or by reason of any other matter or thing save individual wilful or fraudulent wrong-doing 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 members or alternate and any 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 favour or in which he is acquitted.

Signed at Cape Town on behalf of the parties this 13th day of May 1971.

E. C. DUNNE, Chairman.

S. B. LÖTTER, Vice-Chairman.

W. P. COTTEN, Secretary.

die Raad binne dié tydperk na enige ander fonds oorgeplaas word wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds geskep is nie, word die Fonds gelikwedeer asof alle bydraers die Nywerheid voor hul aftreecleefyd verlaat het. Gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit na 'n ander fonds hierbo genoem, oorgedra word, word dit deur die Bestuurskomitee geadminestreer.

(2) In geval van die ontbinding van die Raad of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin die Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Fonds steeds deur die Bestuurskomitee geadminestreer word wat op daardie tydstip bestaan. Vakatures wat in die Komitee ontstaan kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval so 'n komitee nie in staat is nie of onwillig is om sy werk te doen of 'n dooiepunt daarin ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die werk van die Komitee voort te sit en so 'n trustee het al die bevoegdhede van die Komitee vir dié doel. As daar by verstryking van hierdie Ooreenkoms geen Raad is nie, moet die Fonds gelikwedeer word deur die Komitee wat kragtens hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, op die wyse uiteengesit in subklousule (1) (3) van hierdie klousule, en indien by verstryking van die Ooreenkoms die sake van die Raad nog nie bereedder en sy bates verdeel is nie, moet die balans van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitgemaak het.

(3) By likwidasië van die Fonds kragtens subklousule (1) van hierdie klousule moet die geld wat oorbly in die krediet van die Fonds na die betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare afskrif van die Ooreenkoms in albei amptelike tale in elkeen van sy inrigtings opgeplak hou op 'n plek wat maklik vir sy werknemers bekombaar is.

18. AGENTE

Die Raad kan een of meer persone aanstel as agente om te help met die toepassing van die Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persoon of persone toe te laat om sy inrigting binne te gaan en om sulke navrae te doen en sulke dokumente, boeke, loonstate en betaalkeverte te ondersoek en om sulke individue te ondervra as wat nodig mag wees met die doel om vas te stel of die bepalings van die Ooreenkoms nagekom word.

19. VRYSTELLING

Die Raad kan vrystelling voorwaardelik of andersins van enigeen van die bepalings van die Ooreenkoms of ten opsigte van enige persoon, om enige goeie of voldoende rede verleen.

20. VRYWARING

Die lede van die Bestuurskomitee en hul plaasvervangers en die lede van die Nywerheidsraad en die lede van plaaslike komitees en die plaaslike verteenwoordigers is nie aanspreeklik vir verlies aan die Fonds weens 'n swak belegging wat te goeder trou gemaak is of weens enige daad in hul bona fide-administrasie van die Fonds of omrede van die versuim of bedrog van 'n agent of werknemer wat in diens mag wees hoewel die indiensneming van so 'n agent of werknemer nie streng nodig was nie, of omrede van enige daad of versuim wat te goeder trou deur sulke lede of plaasvervangers gemaak is of deur sulke plaaslike verteenwoordigers of omrede van enige ander saak of ding, uitgesonderd individuele moedswillige of bedrieglike kwaadoenery aan die kant van sulke lede of plaasvervangers of aan die kant van sulke plaaslike verteenwoordigers wat aanspreeklik gemaak word. So 'n lid of plaasvervanger of so 'n plaaslike verteenwoordiger moet deur die Fonds vergoed word vir alle koste deur hom aangegaan by sy verdediging in enige geding, hetsy burgerlik of krimineel wat voortspuit uit 'n bewering van kwade trou waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

Namens die partye op hede die 13de dag van Mei 1971 in Kaapstad onderteken.

E. C. DUNNE, Voorsitter.

S. B. LÖTTER, Ondervoorsitter.

W. P. COTTEN, Sekretaris.

ANNEXURE A

CAPE BAKING AND CONFECTIONERY INDUSTRY PROVIDENT FUND

MONTHLY RETURN OF NEW PROVIDENT FUND CONTRIBUTORS
FOR MONTH ENDED _____ 19____

To The Secretary
P.O. Box 1536
Cape Town
Telephone 3-6631

Firm's name _____
Address _____

To be submitted in duplicate not later than the 14th day of each month.

Surname	First names	Address in full	Race	Sex	Date of birth	Date engaged	Date re-engaged	Group	Wage	Name of previous employer	Provident Fund No.

MONTHLY RETURN OF TERMINATIONS FOR MONTH ENDED _____ 19____

To be submitted not later than the 14th day of each month

Surname (maiden name in brackets)	First names	Provident Fund No.	Address in full	Date terminated	Name of last employer

PERIOD WITHOUT PAY FOR ONE WEEK OR MORE

To be submitted not later than the 14th day of each month.

Surname	First names	Provident Fund No.	Group	Date of week ending	Reason (if sick, was member paid sick pay?)

CAPE BAKING AND CONFECTIONERY INDUSTRY PROVIDENT FUND

RETURN OF CONTRIBUTIONS

To the Secretary
P.O. Box 1536
Cape Town
Telephone 3-6631

Firm's name _____
Address _____

To be submitted not later than the 14th day of each month.

Number of employees

Group I
(20 cents)

Group II
(40 cents)

_____	_____	Date for week ended _____
_____	_____	Date for week ended _____
_____	_____	Date for week ended _____
_____	_____	Date for week ended _____
_____	_____	Date for week ended _____

Employers at 20c per week for _____ weeks..... R _____
Employers like amount for Group I..... R _____
Employers at 40c per week for _____ weeks..... R _____
Employers like amount for Group II..... R _____
Employers arrears due for month..... R _____
Employers like amount for same month..... R _____

TOTAL..... R _____

Enclosed cheque for full amount of R _____

Signature _____

NOTE.—Group I employees earning a wage of R16 per week or less. Group II employees earning a wage in excess of R16 per week.

**MONTHLY NOTIFICATION OF CHANGE FROM GROUP I TO II
FOR MONTH ENDED _____ 19__**

To be submitted not later than the 14th day of each month.

Name and initials	Provident Fund number	Date of change from Group I to II

ANNEXURE B

APPOINTMENT OF BENEFICIARY TO RECEIVE BENEFITS

To be submitted not later than the 14th day of each month.

1. I, the undersigned contributor, _____
(name of contributor in block letters)

hereby appoint as my beneficiary _____

(full name and address of beneficiary 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 beneficiary shall be recognised by the Provident Fund unless notification thereof shall have been given by me, in writing, to the Secretary of the Fund, P.O. Box 1536, Cape Town.

2. I indemnify the Management Committee of the said Fund against any claim made by the representative 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 beneficiary in terms hereof.

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

Dated at _____ this _____ day of _____ 19__

Signature of contributor _____

Address of contributor _____

As witnesses:

1. _____

2. _____

AANHANGSEL A

VOORSORGFONDS VIR DIE BAK- EN BANKETNYWERHEID (KAAP)

**MAANDSTAAT VAN NUWE BYDRAERS TOT VOORSORGFONDS
VIR MAAND GEËINDIG _____ 19__**

Aan die Sekretaris
Posbus 1536
Kaapstad
Telefoon 3-6631

Naam van firma _____
Adres _____

Moet in tweevoud voor of op die 14de dag van elke maand voorgelê word.

Van	Voorname	Volledige	Ras	Geslag	Geboortedatum	Datum in diens geneem	Datum weer in diens geneem	Groep	Loon	Naam van vorige werkgewer	Voorsorgfondsnommer

MAANDOPGAAF VAN DIENSBEEÏNDIGINGS VIR MAAND GEËINDIG _____ 19__

Moet voor of op die 14de dag van elke maand voorgelê word.

Van (nooiensvan in hakies)	Voorname	Voorsorgfondsnommer	Volledige adres	Datum beëindig	Naam van vorige werkgewer

TYDPERK SONDER BESOLDIGING VIR EEN WEEK OF LANGER

Moet voor of op die 14de dag van elke maand voorgelê word.

Van	Voornamen	Voorsorgfonsnommer	Groep	Datum waarop week eindig	Rede (indien siek, is siekebesoldiging aan die lid betaal?)

VOORSORGFONDS VIR DIE BAK- EN BANKETNYWERHEID (KAAP)
OPGAWE VAN BYDRAES

Aan die Sekretaris
Posbus 1536
Kaapstad
Telefoon 3-6631.

Naam van firma _____
Adres _____

Moet voor of op die 14de dag van elke maand voorgelê word.

Getal werknemers

Groep I
(20 sent)Groep II
(40 sent)

	Datum vir week geëindig	
	Datum vir week geëindig	
	Datum vir week geëindig	
	Datum vir week geëindig	
	Datum vir week geëindig	
	Werknemers teen 20c per week vir _____ weke	R _____
Werkgewers dieselfde bedrag vir Groep I		R _____
Werknemers teen 40c per week vir _____ weke		R _____
Werkgewers dieselfde bedrag vir Groep II		R _____
Werknemers se agterstallige bedraes vir die maand		R _____
Werkgewers dieselfde bedrag vir dieselfde maand		R _____
TOTAAL		R _____

Ingeslote tjek vir die volle bedrag van R _____

Handtekening _____

OPMERKING.—Werknemers in Groep I verdien 'n loon van R16 of minder per week. Werknemers in Groep II verdien 'n loon van meer as R16 per week.

MAANDELIKSE KENNISGEWING VAN VERANDERING VAN GROEP I NA II
VIR DIE MAAND GEËINDIG 19 _____

Moet voor of op die 14de dag van elke maand voorgelê word.

Van en voorletters	Voorsorgfonsnommer	Datum van verandering van Groep I na II

AANHANGSEL B

AANSTELLING VAN BEGUNSTIGDE OM BYSTAND TE ONTVANG

Moet voor of op die 14de dag van elke maand voorgelê word.

1. Ek, die ondergetekende bydraer, _____
(naam van bydraer in blokletters)stel hierby _____
(volle naam en adres van begunstigde in blokletters)

aan as my begunstigde ingevolge die Reëls van die Voorsorgfonds om enige bystand te ontvang wat vanweë my dood uit genoemde Fonds mag voortspruit, en ek aanvaar dat geen wysiging in die aanstelling van die begunstigde deur die Voorsorgfonds erken moet word nie tensy kennis daarvan skriftelik deur my gegee is aan die Sekretaris van die Fonds, Posbus 1536, Kaapstad.

2. Ek vrywaar die Bestuurskomitee van genoemde Fonds teen enige eis ingestel deur die verteenwoordiger van my bestorwe boedel of deur enige persoon hoegenaamd, om die betaling van enige bystand uit genoemde Fonds, met dien verstande dat bystand hiertengevolge aan my begunstigde betaal word.

3. Indien gemelde begunstigde voor my te sterwe kom, verleen ek magtiging dat betaling aan die verteenwoordiger van my boedel gemaak word, en die Voorsorgfonds moet daarna heeltemal onthef wees van aanspreeklikheid om enige sodanige bystand aan my begunstigde of 'n ander persoon hoegenaamd te betaal.

Gedateer op hede _____ die _____ dag van _____ 19 _____

Handtekening van bydraer _____

Adres van bydraer _____

As getuies:

1. _____
2. _____

No. R. 2297

24 December 1971

INDUSTRIAL CONCILIATION ACT, 1956
BAKING AND/OR CONFECTIONERY INDUSTRY
(CAPE)

CANCELLATION OF GOVERNMENT NOTICE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 1094 of 25 June 1971 with effect from the second Monday after the date of publication of this notice.

M. VILJOEN, Minister of Labour.

No. R. 2297

24 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956
BAK- EN/OF BANKETNYWERHEID (KAAP)
INTREKKING VAN GOEWERMENSKENNIS-
GEWING

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheids- versoening, 1956, Goewermentskennisgewing R. 1094 van 25 Junie 1971 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

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