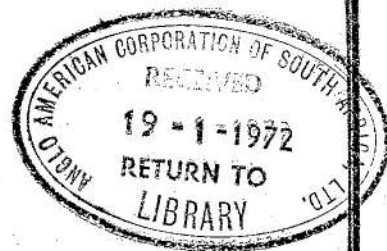




STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 35

14 Januarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, PIETER-MARITZBURG

VOORSORGFONDSOOREENKOMS

Ek, Marias 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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrik Pietermaritzburg.

M. VILJOEN, Minister van Arbeid.

A—71813

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 35

14 January 1972

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, PIETER-MARITZBURG

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, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 13, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of Pietermaritzburg.

M. VILJOEN, Minister of Labour.

1—3361

BYLAE

**NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-
BEDRYF, PIETERMARITZBURG
VOORSORGFONDSOOREENKOMS**

ingevolge die bepalinge van die Wet op Nywerheidsversoening, 1956, soos gewysig (hierna die "Wet" genoem), gesluit en aangegaan deur die

Hotel Association of Pietermaritzburg (wat die noordelike distrikte van Natal insluit)

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

The Natal Liquor and Catering Trade Employees' Union (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Drank- en Verversingsbedryf, Pietermaritzburg.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalinge van hierdie Ooreenkoms moet in die landdrostrik Pietermaritzburg nagekom word deur alle werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers wat in genoemde bedryf werksaam is en wat lede van die vakvereniging is.

(2) Ondanks die bepalinge van subklousule (1) is die bepalinge van hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word en wat ooreenkomstig klousule 5 (1) vir lidmaatskap van die Fonds in aanmerking kom.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid kragtens artikel 48 van die Wet vasgestel word en bly vyf jaar lank van krag of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Voorts, tensy onbestaanbaar met die samehang, omvat woorde wat die enkelvoud aandui ook die meervoud en woorde wat die manlike geslag aandui ook die vroulike geslag en het die volgende woorde en uitdrukkings die volgende betekenisse:

"Aanhangsel A" Aanhangsel A van hierdie Ooreenkoms waarin die skaal van bydraes en lewensversekeringsbystand uiteengesit word;

"Versekeringsmaatskappy" Homes Trust Life Assurance Company Limited;

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

"Komitee" (kyk onder "Bestuurskomitee");

"bydraeloon"—

(a) in die geval van werknemers wat weekliks betaal word, vier en 'n derde (4 $\frac{1}{3}$) maal die weekloon; of

(b) in die geval van werknemers wat maandeliks betaal word, die maandloon;

"toetreedatum" die eerste dag van die maand waarin 'n werknemer ooreenkomstig klousule 5 lid van die Fonds word;

"Fonds" die Voorsorgfonds van die Drank- en Verversingsbedryf, Pietermaritzburg, in klousule 4 van hierdie Ooreenkoms bedoel;

"Nywerheidsraad" die Nywerheidsraad vir die Drank- en Verversingsbedryf, Pietermaritzburg;

"Drank- en Verversingsbedryf" die bedryf uitgeoefen in verband met 'n perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van ondergenoemde lisensies kragtens die Drankwet, 1928, soos gewysig, gehou word:

(a) Hoteldranklisensie;

(b) kantienlisensie;

(c) teater- of sportgrondedranklisensie;

(d) tydelike dranklisensie;

(e) nagtelike geleentheidsdranklisensie;

(f) wyn- en bierlisensie;

"Hoofdooreenkoms" die Ooreenkoms by Goewermentskennisgewing R. 3560 van 17 Oktober 1969 gepubliseer en alle wysigings daarvan, of enige daaropvolgende loonooreenkoms vir die Drank- en Verversingsbedryf, Pietermaritzburg, gepubliseer;

"Bestuurskomitee" die Bestuurskomitee wat ooreenkomstig klousule 8 van hierdie Ooreenkoms deur die Nywerheidsraad aangestel word;

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE, PIETERMARITZBURG
PROVIDENT FUND AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, (hereinafter referred to as "the Act") entered into between the

Hotel Association of Pietermaritzburg (incorporating the Northern Districts of Natal)

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

The Natal Liquor and Catering Trade Employees' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Pietermaritzburg by all employers engaged in the Liquor and Catering Trade who are members of the employers' organisation and by all employees employed in that trade who are members of the trade union.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees for whom wages are prescribed in the Main Agreement and who are eligible for membership of the Fund in terms of clause 5 (1).

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into force on such date as shall be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for five years or for such period as may be fixed by him.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act. Further, where the context so admits, words importing the singular shall include the plural, words importing the masculine gender shall include the feminine gender and the following words and expressions shall have the following meanings:

"Annexure A" means Annexure A to this Agreement setting out the scale of contributions and life assurance benefits;

"Assurance Company" means Homes Trust Life Assurance Company Limited;

"commencement date" means the date of coming into operation of this Agreement;

"Committee" (see "Management Committee");

"contribution wage" means—

(a) in the case of employees who are paid weekly, the weekly wage multiplied by 4 $\frac{1}{3}$; or

(b) in the case of employees who are paid monthly, the monthly wage;

"entry date" means the first day of the month in which an employee becomes a member of the Fund in terms of clause 5;

"Fund" means the Pietermaritzburg Liquor and Catering Trade Provident Fund referred to in clause 4 of this Agreement;

"Industrial Council" means the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg;

"Liquor and Catering Trade" means the trade carried on in connection with any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the following licences under the provisions of the Liquor Act, 1928, as amended, namely:

(a) Hotel liquor licence;

(b) bar liquor licence;

(c) theatre or sportsground liquor licence;

(d) temporary liquor licence;

(e) late hours occasional liquor licence;

(f) wine and malt liquor licence;

"Main Agreement" means the Agreement published under Government Notice R. 3560 of 17 October 1969, and any amendments thereto, or any subsequent wage agreement published for the Liquor and Catering Trade, Pietermaritzburg;

"Management Committee" means the Management Committee appointed by the Industrial Council in terms of clause 8 of this Agreement;

"lid" 'n werknemer wat vir lidmaatskap van die Fonds in aanmerking kom en ten opsigte van wie bydraes gemaak word; "uitreëdatum"—

(a) in die geval van 'n lid wat voor sy 60ste verjaarsdag tot die Fonds toetree het, die laaste dag van die maand waarin hy sy 60ste verjaarsdag bereik; en

(b) in die geval van 'n lid wat op of na sy 60ste verjaarsdag tot die Fonds toetree het, die laaste dag van die maand waarin hy aftree of die laaste dag van die maand waarin hy sy 70ste verjaarsdag bereik, en wel die datum wat die eerste voorkom;

"Aanvullende Rekening" die afsonderlike rekening wat ooreenkomstig die reëls en regulasies van die Fonds in die lewe geroep is;

"loon" die loon soos in klousule 4 (1) van die Hoof-ooreenkoms voorgeskryf, en dit sluit nie lewenskostetoelae, kommissie, bonus of gratifikasie in nie.

4. VOORTSETTING EN DOELSTELLINGS VAN DIE FONDS

(1) Die Fonds, ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1519 van 2 Oktober 1964 en bekend as die Voorsorgfonds van die Drank- en Verversingsbedryf, Pietermaritzburg, word hierby voortgesit.

(2) Die Fonds word beheer deur sy reëls en regulasies wat van tyd tot tyd van krag is en die bystand, met uitsondering van die bystand wat uit die Aanvullende Rekening betaal word, is verseker ingevolge Polis 302785 wat deur die Versekering-maatskappy uitgereik is.

(3) Die doelstellings van die Fonds is om—

(a) by aftreding op of na die gewone aftreedatum, kontant-bystand of 'n jaargeld aan lede te betaal;

(b) by die afsterwe van 'n lid voor sy aftreding, bystand aan sy benoemde bevoordeelde te betaal;

(c) na goeddunke van die Nywerheidsraad, by die aftreding van lede voor die gewone aftreedatum, sekere bystand aan hulle te betaal;

(d) om uit die Aanvullende Rekening bystand aan lede te verleen op die wyse in die reëls en regulasies van die Fonds voorgeskryf.

5. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle manlike werknemers, wat op die aanvangsdatum in diens is of daarna diens aanvaar by die Drank- en Verversingsbedryf, Pietermaritzburg, uitgesonderd in 'n tydelike of los hoedanigheid, en wat reeds 16 jaar oud maar nog nie 70 jaar oud is nie.

(2) 'n Lid se persoonskaartnommer/bewysboeknommer moet gemeld word op alle vorms wat met sy lidmaatskap in verband staan.

(3) Lidmaatskap van die Fonds is egter nie verpligtend nie vir 'n werknemer wat op 4 Maart 1968 deelgeneem het aan of later deelgeneem het aan 'n lid is van enige ander fonds wat op genoemde datum pensioen- of voorsorgbystand verskaf het, wat bestaan het op genoemde datum en waaraan die werkgewer van daardie werknemer op genoemde datum deelgeneem het, of ten opsigte van die werkgewer van daardie werknemer, slegs gedurende die tydperk waarin die ander fonds voortgaan om te bestaan en sowel werkgewer as werknemer daaraan deelneem, indien na die mening van die Nywerheidsraad die bystand van sodanige ander fonds oor die algemeen nie minder gunstig is nie as die bystand wat deur hierdie Fonds verskaf word.

(4) Werknemers wat vir die eerste keer in diens tree by die Drank- en Verversingsbedryf, Pietermaritzburg, en wat R2 400 of meer per jaar verdien wanneer hulle by die werkgewer diens aanvaar, is nie op lidmaatskap van die Fonds geregtig nie.

6. BEVOORDEELDES

(1) Elke lid moet die Nywerheidsraad van die naam van sy benoemde bevoordeelde in kennis stel.

(2) Vir die toepassing van subklousule (1) van hierdie klousule word die volgende persone geag bevoordeeldes te wees:

(a) 'n Lid se vrou;

(b) 'n lid se kinders onder die ouderdom van 21 jaar (met inbegrip van aangenome kinders) wat geheel of gedeeltelik van die lid afhanklik is en wat by die lid inwoon;

(c) enige ander persoon deur die Nywerheidsraad goedgekeur en deur die lid ingevolge subklousule (1) van hierdie klousule benoem.

"member" means an employee who is eligible for membership of the Fund and in respect of whom contributions are made; "retirement date" means—

(a) in the case of a member who entered the Fund before his 60th birthday, the last day of the month in which he attains his 60th birthday; and

(b) in the case of a member who entered the Fund on or after his 60th birthday, the last day of the month in which he retires or the last day of the month in which he attains his 70th birthday, whichever occurs first;

"Supplementary Account" means the separate account established in accordance with the rules and regulations of the Fund;

"wage" means the wage as prescribed in clause 4 (1) of the Main Agreement and does not include commission, bonus or gratuity.

4. CONTINUATION AND OBJECTS OF THE FUND

(1) The Fund, established in terms of the Agreement published under Government Notice R. 1519 of 2 October 1964, and known as the Pietermaritzburg Liquor and Catering Trade Provident Fund, is hereby continued.

(2) The Fund shall be governed by its rules and regulations in force from time to time and, apart from the benefits paid out of the Supplementary Account, the benefits under the Fund are assured under Policy 302785 issued by the Assurance Company.

(3) The objects of the Fund shall be—

(a) to provide members on retirement at or after the normal retirement date with a cash benefit or an annuity;

(b) to provide a payment to a member's nominated beneficiary, on the death of a member prior to retirement;

(c) to provide members on their retirement before the normal retirement date with certain benefits at the discretion of the Industrial Council;

(d) to assist members from the Supplementary Account in the manner provided for in the rules and regulations of the Fund.

5. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all male employees, who on the commencement date are employed or who thereafter take up employment, other than in a temporary or casual capacity, in the Liquor and Catering Trade, Pietermaritzburg, and who have attained their 16th birthday and who have not attained their 70th birthday.

(2) Member's Citizenship Identity/Reference Number must be quoted on all forms relating to his membership.

(3) Membership of the Fund shall, however, not be compulsory in respect of any employee who on 4 March 1968 was or who thereafter became a participant in and a member of any other fund which, on the said date, provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if, in the opinion of the Industrial Council, the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund.

(4) Employees who become employed in the Liquor and Catering Trade, Pietermaritzburg, for the first time and who, on entering the service of the employer, earn R2 400 or more per annum, are not eligible to become members of the Fund.

6. BENEFICIARIES

(1) Every member shall inform the Industrial Council of the name of his nominated beneficiary.

(2) For the purpose of subclause (1) of this clause the following shall be considered to be beneficiaries:

(a) A member's wife;

(b) a member's children under the age of 21 (including adopted children) who are wholly or partly dependent on the member and who reside with such member;

(c) any other person approved by the Industrial Council and nominated by the member in terms of subclause (1) of this clause.

7. BYDRAES

(1) Elke lid moet maandeliks 'n bedrag bydra wat bepaal word ooreenkomstig die bydraeskaal wat in Aanhangel A uiteengesit word.

(2) Die bydraes in subklousule (1) bedoel, moet iedere en elke maand in die loonrekords weergegee word.

(3) Elke werkgever moet die lid se bydrae wat ooreenkomstig subklousule (1) betaalbaar is van sy loon aftrek en moet, ten opsigte van elke lid in sy diens, maandeliks 'n bedrag bydra wat gelyk is aan sodanige bydraes.

(4) Die Versekeringsmaatskappy moet 'n premiebylae opstel wat voor die 15de dag van elke maand aan die Nywerheidsraad gestuur moet word. Die Nywerheidsraad moet die betrokke premiebylae aan elke werkgever stuur.

(5) Elke werkgever moet die totale bydrae van die lede en die werkgever vir die betrokke maand, tesame met die premiebylaes vir daardie maand, aan die Sekretaris van die Nywerheidsraad vir die Drank- en Verversingsbedryf, Posbus 267, Pietermaritzburg, stuur sodat dit daardie kantoor bereik voor of op die 10de dag van die maand wat volg op dié ten opsigte waarvan die bedrae afgetrek is.

8. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die administrasie van die Fonds berus by 'n bestuurskomitee bestaande uit—

- (i) drie verteenwoordigers van die werkgeversorganisasie; en
- (ii) drie verteenwoordigers van die vakvereniging;

wat lede van die Nywerheidsraad moet wees en deur die Nywerheidsraad in die Bestuurskomitee aangestel moet word. Die Voorsitter en Ondervoorsitter van die Bestuurskomitee moet ook aangestel word uit die verteenwoordigers wat deur die Nywerheidsraad aangestel word.

Die Nywerheidsraad moet vir elke verteenwoordiger 'n plaasvervanger uit sy lede aanstel.

(b) Die Nywerheidsraad is gemagtig om sy eie prosedurereëls vir die Bestuurskomitee voor te skryf, te verander en te wysig en om die reëls wat die administrasie van die Fonds beheer, op te stel, te wysig en te verander: Met dien verstande dat sodanige reëls of wysigings daarvan nie onbestaanbaar met hierdie Ooreenkoms of met die bepalinge van enige ander wet moet wees nie.

'n Afskrif van sodanige reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word. 'n Afskrif van die reëls en alle wysigings daarvan moet gedurende kantoorure by die kantoor van die Sekretaris van die Nywerheidsraad ter insae lê van enige werkgever of lid.

(2) Twee werkgeversverteenwoordigers en twee werknemersverteenwoordigers vorm 'n kworum, en alle sake word deur 'n meerderheid van stemme beslis.

9. GELDELIKE BEHEER

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

(2) Alle uitgawes in verband met of bykomstig tot die bestuur of administrasie van die Fonds en die belegging van die Fonds se geld, met inbegrip van ouditeurskoste, moet deur die Fonds betaal word.

(3) Alle betalings uit die Fonds moet geskied per tjek wat op die Fonds se rekening getrek word, en sodanige tjeks moet onderteken word deur die Voorsitter of Ondervoorsitter van die Nywerheidsraad of iemand anders wat deur die Nywerheidsraad aangestel word, en mede-onderteken word deur die Sekretaris of iemand anders wat deur die Nywerheidsraad aangestel word.

(4) Die Nywerheidsraad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die Fonds betaal moet word. Die betalings aan die Versekeringsmaatskappy en die rekeninge van die Fonds moet jaarliks geouditeer word vir die tydperk eindigende 30 Junie.

Die geouditeerde opgaaf en balansstaat moet deur die ouditeur van die Nywerheidsraad gesertifiseer en deur die Voorsitter van die Nywerheidsraad mede-onderteken word en moet daarna by die kantoor van die Nywerheidsraad ter insae lê, en afskrifte daarvan moet binne drie maande na bogenoemde datum aan die Nywerheidsregistrator gestuur word.

(5) Oorskotgeld mag nie anders belê word nie as in—

- (a) effekte van die Republiek of plaaslike owerhede;
- (b) Nasionale Spaarsertifikate;
- (c) Poskantoor spaarrekeninge of -sertifikate;
- (d) spaarrekeninge, permanente aandele of vaste deposito's by bouverenigings of banke; of
- (e) op 'n ander manier wat deur die Nywerheidsregistrator goedgekeur word.

7. CONTRIBUTIONS

(1) Each member shall contribute monthly a sum determined in accordance with the scale of contributions set out in Annexure A.

(2) The contributions referred to in subclause (1) shall be reflected through the wage records each and every month.

(3) Every employer shall deduct the member's contribution payable in terms of subclause (1) from his wages and shall contribute monthly an amount equal to such contributions in respect of each member in his employ.

(4) The Assurance Company shall compile a premium schedule which shall be submitted to the Industrial Council before the 15th day of each month. The Industrial Council shall forward the relevant premium schedule to each employer.

(5) Each employer shall forward the total member's and employer's contributions for the relevant month, together with the premium schedules for that month, to the Secretary for the Industrial Council for the Liquor and Catering Trade, P.O. Box 267, Pietermaritzburg, so as to reach that office not later than the 10th day of the month following that in respect of which deductions were made.

8. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a management committee consisting of—

- (i) three representatives of employer's organisation; and
- (ii) three representatives of the trade union;

who shall be members of the Industrial Council, and shall be appointed by the Industrial Council. The Chairman and Vice-Chairman of the Management Committee shall also be appointed from the representatives appointed by the Industrial Council.

For each representative an alternate shall be appointed by the Industrial Council from its members.

(b) The Industrial Council shall have the power to prescribe, alter and amend its own rules of procedure for the Management Committee and to make, amend and alter rules governing the administration of the Fund: Provided that such rules or any amendment thereof shall not be inconsistent with the provision of this Agreement or with the provisions of any other law.

A copy of such rules and any amendment thereto shall be furnished to the Secretary for Labour.

A copy of the rules and any amendment thereto shall be available for inspection by any employer or member at the office of the Secretary of the Industrial Council during office hours.

(2) Two employers' representatives and two employees' representatives shall constitute a quorum, and all matters shall be determined by a majority of votes.

9. FINANCIAL CONTROL

(1) All moneys received on account of the Fund shall be paid into a banking account opened in the name of the Fund.

(2) The whole of the expenses in connection with or incidental to the management or administration of the Fund and the investment of the Fund's moneys, including the cost of audit, shall be paid by the Fund.

(3) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by the Chairman or Vice-Chairman of the Industrial Council or such other person who may be appointed by the Industrial Council, and countersigned by the Secretary or such other person who may be appointed by the Industrial Council.

(4) The Industrial Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The payments to the Assurance Company and the accounts of the Fund shall be audited annually for the period ending 30 June.

The audited statement and balance sheet shall be certified by the auditor of the Industrial Council and countersigned by the Chairman of the Industrial Council and shall thereafter lie for inspection at the office of the Industrial Council, and copies thereof shall be transmitted to the Industrial Registrar within three months after the aforementioned date.

(5) Surplus funds shall not be invested otherwise than in—

- (a) Republic or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent share or fixed deposits in building societies or banks; or
- (e) in any other manner approved by the Industrial Registrar.

10. VRYWARING

(1) Die lede van die Nywerheidsraad, die lede van die Bestuurskomitee en die amptenare van die Fonds word nie verantwoordelik gehou vir enige handeling wat tot 'n verlies vir die Fonds kan lei nie, indien sodanige handeling te goeder trou gedoen is, en hulle is nie vir die skulde en verpligtinge van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(2) By die sekwestrasie of likwidasie van 'n werkgewer se boedel of in enige ander opsig word die Nywerheidsraad nie verantwoordelik gehou vir enige bydraes wat afgetrek is en enige bydraes wat deur die werkgewer verskuldig en betaalbaar is maar wat nie in die Fonds gestort is nie.

11. GESKILLE

Alle geskille aangaande die vertolking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms rakende die administrasie van die Fonds wat die Bestuurskomitee nie kan besleg nie, moet vir 'n beslissing na die Nywerheidsraad verwys word, en sodanige beslissing is finaal en bindend.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE NYWERHEIDSRaad

(1) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk en geen ander ooreenkoms aangegaan word met die doel om die werksaamhede van die Fonds voort te sit nie, of die Fonds nie binne 12 maande na die datum van verstryking van die Ooreenkoms deur die Nywerheidsraad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwider word.

(2) Ingeval die Nywerheidsraad ontbind word of ingeval die Raad gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, ophou om te funksioneer ingevolge artikel 34 (2) van die Wet, moet die Komitee voortgaan om die Fonds te administreer, en die lede van die Komitee op die datum waarop die Nywerheidsraad ophou om te funksioneer of ontbind word, word vir dié doel geag lede daarvan te wees: Met dien verstande, egter, dat alle vakatures in sodanige Komitee deur die Nywerheidsregistrator gevul moet word uit die geledere van die werkgewers of werknemers in die Drank- en Verversingsnywerheid, Pietermaritzburg, ten einde gelyke lidmaatskap van sodanige Komitee te verseker. Indien die Komitee nie in staat is nie of inwillig is om sy pligte uit te voer of 'n dooie punt daaruit voortspruit wat die administrasie van die Fonds, na die Nywerheidsregistrator se mening, onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige Komitee vir daardie doel uit te voer. Indien daar by die verstryking van hierdie Ooreenkoms nie 'n Nywerheidsraad bestaan nie, moet die Fonds gelikwider word op die wyse in subklousule (3) van hierdie klousule bepaal; en indien die sake van die Nywerheidsraad by sodanige verstryking reeds afgehandel en sy bates verdeel is, moet die saldo van die Aanvullende Rekening van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Nywerheidsraad uitmaak.

(3) By die likwidasie van die Fonds ingevolge subklousule (1) hiervan, moet die geld wat in die krediet van die Fonds bly na betaling van alle eise, met inbegrip van administrasie- en likwidasiestoste, in die algemene fondse van die Nywerheidsraad gestort word.

13. AGENTE

Die Nywerheidsraad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om so 'n agent toe te laat om sodanige persele binne te gaan, navrae te doen, boeke of dokumente te ondersoek en persone te ondervra na gelang dit vir hierdie doel nodig mag wees.

14. VRYSTELLINGS

Op aanbeveling van die Bestuurskomitee kan die Nywerheidsraad sodanige vrystellings van die bepalings van hierdie Ooreenkoms toestaan op sodanige voorwaardes as wat hy mag vasstel.

15. VERTONING VAN OOREENKOMS

Elke werkgewer binne die regsgebied van die Nywerheidsraad moet 'n afskrif van hierdie Ooreenkoms op 'n opvallende plek op sy perseel waar dit vir lede van die Fonds toeganklik is, opplak en opgeplak hou.

Op hede die 18de dag van Mei 1971 te Pietermaritzburg onderteken.

L. NELSON, Voorsitter van die Nywerheidsraad.
J. GOLDBERG, Ondervoorsitter van die Nywerheidsraad.
F. R. STAPLES, Sekretaris van die Nywerheidsraad.

10. INDEMNITY

(1) The members of the Industrial Council, the members of the Management Committee and the officers of the Fund shall not be held responsible for any act which may result in loss to the Fund, where such act was done in good faith, and shall not be liable for the debts and liabilities of the Fund, and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(2) The Industrial Council shall not be held responsible for any contributions deducted and any contributions due and payable by the employer not paid into the Fund, upon the sequestration or liquidation of the employer's estate or at all.

11. DISPUTES

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement concerning the administration of the Fund which the Management Committee is unable to settle shall be referred to the Industrial Council for decision and such decision shall be final and binding.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and if no subsequent Agreement is negotiated for the purpose of continuing the operation of the Fund or the Fund is not transferred by the Industrial Council to any other fund constituted for the same purpose within 12 months from the date of expiry of the Agreement, the Fund shall be liquidated.

(2) In the event of the dissolution of the Industrial Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding, the Committee shall continue to administer the Fund and the members of such Committee on the date of which the Industrial Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on such Committee shall be filled by the Industrial Registrar from employers or employees in the Liquor and Catering Trade, Pietermaritzburg, to ensure an equality of membership of such Committee. In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of such Committee for that purpose. If upon the expiry of this Agreement there is no Industrial Council in existence, the Fund shall be liquidated in the manner set forth in subclause (3) of this clause and if upon such expiry the affairs of the Industrial Council have already been wound up and its assets distributed, the balance of the Supplementary Account under 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 Industrial Council.

(3) Upon liquidation of the Fund in terms of subclause (1) hereof, the moneys remaining to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Industrial Council.

13. AGENTS

The Industrial Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and employee to admit such agent to enter such premises, institute enquiries, examine any books or documents and to interrogate such persons as may be necessary for this purpose.

14. EXEMPTIONS

Upon the recommendation of the Management Committee, the Industrial Council may grant such exemptions from the terms of this Agreement under such terms and conditions as they may determine.

15. EXHIBITIONS OF AGREEMENT

Every employer within the area of jurisdiction of the Industrial Council shall affix and keep affixed in some conspicuous place upon his premises a copy of this Agreement so as to be accessible to members of the Fund.

Signed at Pietermaritzburg this 18th day of May 1971.

L. NELSON, Chairman of the Industrial Council.
J. GOLDBERG, Vice-Chairman of the Industrial Council.
F. R. STAPLES, Secretary of the Industrial Council.

AANHANGSEL A

SKAAL VAN BYDRAES EN LEWENSVERSEKERINGS-BYSTAND

Graad	Maandelikse bydraeloon	Werk-gewer se maande-likse bydraes	Lid se maande-likse bydraes	Lewens-verseke-rings-bystand
		R	R	R
1	R1 tot en met R24,99...	0,35	0,35	168
2	R25 tot en met R39,99...	0,85	0,85	408
3	R40 tot en met R59,99...	1,25	1,25	600
4	R60 tot en met R79,99...	1,75	1,75	840
5	R80 tot en met R99,99...	2,25	2,25	1 080
6	R100 tot en met R119,99..	2,75	2,75	1 320
7	R120 tot en met R139,99..	3,25	3,25	1 560
8	R140 tot en met R159,99..	3,75	3,75	1 800
9	R160 tot en met R179,99..	4,25	4,25	2 040
10	R180 tot en met R199,99..	4,75	4,75	2 280
11	R200 tot en met R219,99..	5,25	5,25	2 520
12	R220 tot en met R239,99..	5,75	5,75	2 760
13	R240 tot en met R259,99..	6,25	6,25	3 000
14	R260 tot en met R279,99..	6,75	6,75	3 240
15	R280 tot en met R299,99 en styg daarna met R20..	7,25 0,50	7,25 0,50	3 480 240

ANNEXURE A

SCALE OF CONTRIBUTIONS AND LIFE ASSURANCE BENEFIT

Grade	Monthly contribution wage	Em- ployer's monthly contri- butions	Member's monthly contri- butions	Life assurance benefit
		R	R	R
1	R1 to R24,99 inclusive...	0,35	0,35	168
2	R25 to R39,99 inclusive...	0,85	0,85	408
3	R40 to R59,99 inclusive...	1,25	1,25	600
4	R60 to R79,99 inclusive...	1,75	1,75	840
5	R80 to R99,99 inclusive...	2,25	2,25	1 080
6	R100 to R119,99 inclusive	2,75	2,75	1 320
7	R120 to R139,99 inclusive	3,25	3,25	1 560
8	R140 to R159,99 inclusive	3,75	3,75	1 800
9	R160 to R179,99 inclusive	4,25	4,25	2 040
10	R180 to R199,99 inclusive	4,75	4,75	2 280
11	R200 to R219,99 inclusive	5,25	5,25	2 520
12	R220 to R239,99 inclusive	5,75	5,75	2 760
13	R240 to R259,99 inclusive	6,25	6,25	3 000
14	R260 to R279,99 inclusive	6,75	6,75	3 240
15	R280 to R299,99 inclusive, thereafter increasing by R20.....	7,25 0,50	7,25 0,50	3 480 240

No. R. 36

14 Januarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

DRANK- EN VERVERSINGSBEDRYF, PIETER-MARITZBURG

INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheids-
versoening, 1956, Goewermenskennisgewing R. 246 van
23 Februarie 1968 in met ingang van die tweede Maandag
na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

No. R. 36

14 January 1972

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, PIETER-MARITZBURG

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. 246 of 23 February 1968,
with effect from the second Monday after the date of
publication of this notice.

M. VILJOEN, Minister of Labour.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

INHOUD

No.	BLADSY
Arbeid, Departement van	
GOEWERMENTSKENNISGEWINGS	
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