



REPUBLIC OF SOUTH AFRICA  
**GOVERNMENT GAZETTE**

**STAATSKOERANT**  
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1613

Registered at the Post Office as a Newspaper

PRICE 10c PRYS  
OVERSEAS 15c OORSEE  
POST FREE — POSVRY

REGULASIEKOERANT No. 1613

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 82]

PRETORIA, 14 APRIL 1972  
14 APRIL

[No. 3472

**GOVERNMENT NOTICE**

**DEPARTMENT OF LABOUR**

No. R. 606

14 April 1972

**INDUSTRIAL CONCILIATION ACT, 1956**

**DENTAL MECHANICIAN OCCUPATION,  
REPUBLIC OF SOUTH AFRICA**

**PENSION FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Agreement which appear in the Schedule hereto and which relates to the Dental Mechanics Occupation, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday, upon the employers and employees who are represented on the Dental Mechanics' Labour Committee;

(b) in terms of section 48 (1) (b) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the said Agreement, excluding those contained in clauses 1 and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 10 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 Occupation in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending 10 years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said Occupation 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.

A—74884

**GOEWERMENTSKENNISGEWING**

**DEPARTEMENT VAN ARBEID**

No. R. 606

14 April 1972

**WET OP NYWERHEIDSVERSOENING, 1956**

**BEROEP VAN TANDWERKTUIGKUNDIGE,  
REPUBLIEK VAN SUID-AFRIKA  
PENSIOENFONDSOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Beroep van Tandwerktuigkundige betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewers en die werknemers wat in die Arbeidskomitee vir Tandwerktuigkundiges verteenwoordig is;

(b) kragtens artikel 48 (1) (b) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 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 Beroep in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 10 jaar vanaf genoemde Maandag eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Beroep 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.

1—3472

## SCHEDULE

INDUSTRIAL CONCILIATION ACT, 1956, AS APPLIED BY THE DENTAL MECHANICIANS ACT, 1945

THE DENTAL MECHANICIANS LABOUR COMMITTEE, ESTABLISHED UNDER SECTION 22 OF THE DENTAL MECHANICIANS ACT, 1945 (ACT 30 OF 1945), AND DEEMED TO BE AN INDUSTRIAL COUNCIL FOR THE DENTAL MECHANICIAN OCCUPATION IN THE REPUBLIC OF SOUTH AFRICA

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (Act 28 of 1956), as applied by the Dental Mechanics Act, 1945 (Act 30 of 1945), arrived at by the Dental Mechanics' Labour Committee, deemed to be an Industrial Council registered under the former Act and consisting of representatives of—

- (1) dentists who are employers of dental mechanics, and
  - (2) dental mechanics who are employers of dental mechanics
- (hereinafter referred to as "the employers"), of the one part and
- (3) apprentices and dental mechanics who are employees of dentists or of dental mechanics
- (hereinafter referred to as "the employees"), of the other part.

## 1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed by all employers and employees engaged or employed in the dental mechanic occupation in the Republic of South Africa.

## 2. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation on such date as may be fixed by the Minister of Labour, and shall remain in operation for a period of 10 years or for such other period as may be determined by the minister of Labour.

## 3. DEFINITIONS

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, where applicable, or in the Dental Mechanics Act, 1945, shall have the same meaning as in these Acts; any reference to these Acts shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females, words importing the singular shall include the plural, and vice versa; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956 (Act 28 of 1956), as applied by the Dental Mechanics Act, 1945 (Act 30 of 1945);

"apprentice" means any person who is bound by a written contract of apprenticeship registered or deemed to have been registered under the Dental Mechanics Act, 1945;

"Committee" means the Dental Mechanics' Labour Committee, established under section 22 of the Dental Mechanics Act, 1945, and deemed to be registered as an Industrial Council under the Act;

"Fund" means the South African Dental Mechanics Employees' Pension Fund;

"insurance company" means the African Life Assurance Society Limited;

"member" means any apprentice or dental mechanic who is an employee admitted to the Fund in terms of clause 6 of this Agreement.

## 4. THE FUND

(1) The Fund established in terms of the Agreement published under Government Notice 1787 of 8 August 1952 and known as the South African Dental Mechanics Employees' Pension Fund, is hereby continued.

(2) The objects of the Fund shall be the provision of pension and death benefits to members as set out in Annexure A to this Agreement.

(3) The Fund shall be governed by rules in terms of Annexure A hereto.

(4) The Fund shall be underwritten by an insurance company.

## 5. LIMITATION OF LIABILITY

Members and employers shall not be liable to the Fund beyond the amount of contributions for which they are liable in terms of this Agreement.

## BYLAE

WET OP NYWERHEIDSVERSOENING, 1956, SOOS TOEGEPAS BY DIE WET OP TANDWERKTUIGKUNDIGES, 1945

DIE ARBEIDSKOMITEE VIR TANDWERKTUIGKUNDIGES, INGESTEL INGEVOLGE ARTIKEL 22 VAN DIE WET OP TANDWERKTUIGKUNDIGES, 1945 (WET 30 VAN 1945), WAT AS 'N NYWERHEIDSRaad VIR DIE BEROEP VAN TANDWERKTUIGKUNDIGE IN DIE REPUBLIEK VAN SUID-AFRIKA GEAG WORD

## OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, (Wet 28 van 1956), soos toegepas by die Wet op Tandwerktuigkundiges, 1945 (Wet 30 van 1945), soos ooreengekom deur die Arbeidskomitee vir Tandwerktuigkundiges, wat beskou word as 'n Nywerheidsraad geregistreer ingevolge cersgenoemde Wet en wat bestaan uit verteenwoordigers van—

- (1) tandartse wat werkgewers van tandwerktuigkundiges is; en
  - (2) tandwerktuigkundiges wat werkgewers van tandwerktuigkundiges is
- (hierna die "werkgewers" genoem), aan die een kant, en
- (3) vakleerlinge en tandwerktuigkundiges wat werknemers van tandartse of van tandwerktuigkundiges is
- (hierna die "werknemers" genoem), aan die ander kant.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers wat die beroep van tandwerktuigkundige in die Republiek van Suid-Afrika beoefen of daarin werksaam is.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid bepaal word, en bly van krag vir 'n tydperk van 10 jaar of vir 'n tydperk wat die Minister van Arbeid vasstel.

## 3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, waar van toepassing, of in die Wet op Tandwerktuigkundiges, 1945, omskryf word, het dieselfde betekenis as in genoemde Wette; alle verwysings na hierdie Wette sluit alle wysigings daarvan in, tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vroue in, woorde wat die enkelvoud aandui, sluit ook die meervoud in, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956), soos toegepas by die Wet op Tandwerktuigkundiges, 1945 (Wet 30 van 1945);

"vakleerling" iemand wat in diens is kragtens 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Tandwerktuigkundiges, 1945, geregistreer is of as geregistreer geag word;

"Komitee" die Arbeidskomitee vir Tandwerktuigkundiges, ingestel kragtens artikel 22 van die Wet op Tandwerktuigkundiges, 1945, en wat geag word geregistreer te wees as 'n Nywerheidsraad ingevolge die Wet;

"fonds" die Pensioenfonds vir Suid-Afrikaanse Tandwerktuigkundige Werknemers;

"versekeringsmaatskappy" die African Life Assurance Society Limited;

"lid" 'n vakleerling of tandwerktuigkundige wat ingevolge klousule 6 van hierdie Ooreenkoms as werknemer tot die fonds toegelaat is.

## 4. DIE FONDS

(1) Die Fonds ingestel ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing 1787 van 8 Augustus 1952 en wat die Pensioenfonds vir Suid-Afrikaanse Tandwerktuigkundige Werknemers genoem word, word hierby voortgesit.

(2) Die doel met die Fonds is om pensioen- en sterftevoordele aan lede te verskaf soos in Aanhangsel A van hierdie Ooreenkoms uiteengesit.

(3) Die fonds word geadministreer deur middel van reëls ingevolge Aanhangsel A hiervan.

(4) Die fonds moet deur 'n versekeringsmaatskappy onderskryf word.

## 5. BEPERKING VAN AANSPREEKLIKHEID

Lede en werkgewers is nie teenoor die fonds aanspreeklik vir meer as die bydraes wat ingevolge hierdie Ooreenkoms verpligtend is nie.

## 6. MEMBERSHIP

(1) All apprentices who have attained the age of 16 years and registered dental mechanician employees who were members of the Fund on the date of the expiry of the Agreement published under Government Notice 1271, dated 29 August 1958, as extended, shall remain as members of the Fund under the provisions of this Agreement.

(2) Notwithstanding the provisions of subclause (1), and subject to the provisions of rule 2 of Annexure A, membership of the Fund shall be compulsory for—

(a) all dental mechanicians entering the Dental Mechanician Occupation after the date of coming into operation of this Agreement; and

(b) all apprentices of the age of 16 years or over who are registered as such after the said date and apprentices who attain the age of 16 years after having been registered.

(3) For the purpose of this clause, a person employed for a period of less than one month shall not be eligible for membership of the Fund.

(4) A dental mechanician member of the Fund who at any time during his period of membership, but before attainment of his 65th birthday, ceases to be an employee by virtue of taking up employment outside the dental mechanician occupation or becomes a contractor in the dental mechanician occupation shall, even if he remains registered as a dental mechanician, immediately withdraw from Membership of the Fund.

## 7. EVIDENCE OF AGE

Every member upon becoming a member shall produce to the Secretary a birth certificate or other satisfactory evidence of age, acceptable to the insurance company underwriting the Pension Fund.

## 8. PENSIONABLE SALARY

The pensionable salary for each member shall be R200 per month.

## 9. CONTRIBUTIONS BY EMPLOYERS AND EMPLOYEES

(1) Every member who is a dental mechanician shall pay a monthly contribution of 5% (five per cent) of the pensionable salary.

(2) Every apprentice admitted to membership in terms of clause 6 shall pay a monthly contribution equal to the percentage of the pensionable salary according to his year of apprenticeship as follows:

|                  | Per cent      |
|------------------|---------------|
| First year.....  | $\frac{1}{4}$ |
| Second year..... | $\frac{1}{2}$ |
| Third year.....  | $\frac{3}{4}$ |
| Fourth year..... | $\frac{1}{2}$ |
| Fifth year.....  | $\frac{1}{2}$ |

(3) If a member is employed for a period of 16 days or more, including authorised leave of absence, during any calendar month, the full month's contribution shall be payable by such member. If a member is employed for less than such period of 16 days in any calendar month, no contribution shall be payable by such member in respect of that month, but the member shall not by virtue thereof cease to be a member of the Fund except as otherwise provided in rules 10, 11 and 12 of the Annexure A hereto.

(4) Notwithstanding anything to the contrary contained herein, no contribution shall be payable by a member in the month in which he attains his 65th birthday or in any subsequent month.

(5) Every employer shall deduct an amount in accordance with subclauses (1) and (2) from the monthly wages of each member in his employ, and to the aggregate of the amounts so deducted he shall add an equal amount and forward the total sum to the Committee to reach it not later than the 10th day of the next succeeding month. All remittances must be accompanied by a contribution statement as prescribed in Annexure B hereto.

(6) All cheques shall be made payable to the Fund at Pretoria and shall include bank commission.

(7) The total contributions due to the insurance company on the first day of every calendar month shall be paid to the insurance company by the Fund not later than the 30th day of the calendar month in which such contributions are due.

## 10. MANAGEMENT AND ADMINISTRATION OF FUND

(1) The management and administration of the Fund shall be and is hereby vested in the Committee, or, in the discretion of the Committee, in a non-profit association or common law association with corporate status and limited liability formed under the provisions of section 4 (b) or alternatively under section 21 of the Companies Act, 1926.

(2) The Committee shall have the power to make rules for the management and administration of the Fund that are not inconsistent with this Agreement, and may at any time make new

## 6. LIDMAATSKAP

(1) Alle vakleerlinge wat die ouderdom van 16 jaar bereik het en geregistreerde tandwerktuigkundige werknemers wat op die vervaldatum van die ooreenkoms gepubliseer by Goewermentskennisgewing 1271 van 29 Augustus 1958 en alle daaropvolgende verlengings daarvan lede van die fonds was, bly lede van die fonds ingevolge die bepalings van hierdie Ooreenkoms.

(2) Ondanks die bepalings van subklousule (1), en behoudens die bepalings van reël 2 van Aanhangsel A, is lidmaatskap van die fonds verpligtend vir—

(a) alle tandwerktuigkundiges wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die beroep van Tandwerktuigkundige toetree; en

(b) alle vakleerlinge van 16 jaar of ouer wat na gemelde datum as sulks geregistreer word en vakleerlinge wat die ouderdom van 16 jaar bereik nadat hulle geregistreer is.

(3) Vir die toepassing van hierdie klousule word iemand wat vir 'n tydperk van minder as een maand in diens is, nie 'n werknemer geag nie.

(4) 'n Tandwerktuigkundige lid van die fonds wat te eniger tyd gedurende sy lidmaatskapsstermyn, maar voor sy 65ste verjaarsdag, ophou om 'n werknemer te wees deur 'n betrekking buite die beroep van tandwerktuigkundige te aanvaar of 'n kontrakteur in die beroep van tandwerktuigkundige te word, verbeur onmiddellik lidmaatskap van die fonds, selfs al bly hy as 'n tandwerktuigkundige geregistreer.

## 7. BEWYS VAN OUDERDOM

Wanneer iemand lid word, moet hy aan die sekretaris 'n geboortsertifikaat of ander bevredigende bewys van ouderdom voorlê wat vir die versekeringsmaatskappy wat die pensioenfonds onderskryf, aanneemlik is.

## 8. PENSIOENGEWENDE SALARIS

Die pensioengewende slaris vir 'n lid is R200 per maand.

## 9. BYDRAES DEUR WERKGEWERS EN WERKNEMERS

(1) Elke tandwerktuigkundige wat 'n lid is, moet maandeliks 5% (vyf persent) van die pensioengewende salaris tot die fonds bydra.

(2) Elke vakleerling wat ingevolge klousule 6 as lid toegelaat word, moet maandeliks 'n bedrag gelyk aan die persentasie van die pensioengewende salaris volgens sy jaar van vakleerlingskap tot die fonds bydra, soos volg:

|                  | Persent       |
|------------------|---------------|
| Eerste jaar..... | $\frac{1}{4}$ |
| Tweede jaar..... | $\frac{1}{2}$ |
| Derde jaar.....  | $\frac{3}{4}$ |
| Vierde jaar..... | $\frac{1}{2}$ |
| Vyfde jaar.....  | $\frac{1}{2}$ |

(3) Indien 'n lid gedurende enige kalendermaand vir 'n tydperk van 16 dae of langer, met inbegrip van goedgekeurde verlof, in diens is, moet hy die volle maand se bydrae betaal. Indien 'n lid vir minder as 16 dae in enige kalendermaand in diens is, is geen bydrae ten opsigte van daardie maand deur sodanige lid betaalbaar nie, maar, behoudens andersluidende bepalings in Reëls 10, 11 en 12 van Aanhangsel A hiervan, hou die lid nie as gevolg daarvan op om lid van die fonds te wees nie.

(4) Ondanks andersluidende bepalings hierin is geen bydrae deur 'n lid in die maand waarin hy 65 jaar oud word of in enige daaropvolgende maand betaalbaar nie.

(5) Elke wêrengewer moet 'n bedrag ooreenkomstig subklousules (1) en (2) van die maandelikse loon van elke lid in sy diens aftrek, by die totaal van die bedrae aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag aan die Komitee stuur sodat dit hom voor op die 10de dag van die volgende maand bereik. Alle geldsendings moet vergesel gaan van 'n bydraestaat soos in Aanhangsel B hiervan voorgeskryf.

(6) Alle tjeks moet aan die fonds op Pretoria betaalbaar wees en moet bankkommissie insluit.

(7) Die totale bydraes wat op die eerste dag van elke kalendermaand aan die versekeringsmaatskappy verskuldig is, moet voor of op die 30ste dag van die kalendermaand waarin sodanige bydraes verskuldig is deur die fonds aan die versekeringsmaatskappy betaal word.

## 10. BEHEER EN ADMINISTRASIE VAN DIE FONDS

(1) Bevoegdheid om die fonds te beheer en te administreer berus by of word hierby verleen aan die Komitee, of, na goeddunke van die Komitee, aan 'n nie-winsbejagende vereniging of gemeenregtelike vereniging met regspersoonlikheid en beperkte aanspreeklikheid wat kragtens artikel 4 (b) of anders ingevolge artikel 21 van die Maatskappijwet, 1926, tot stand gekom het.

(2) Die Komitee het die bevoegdheid om reëls te maak vir die beheer en administrasie van die fonds, mits die reëls nie met hierdie Ooreenkoms strydig is nie, en kan te eniger tyd na eie

rules or alter or repeal any existing rules as it may deem fit. A copy of any rules and amendments thereof shall be lodged with the Secretary for Labour.

### 11. EXEMPTIONS

(1) The Committee may, where an employer has in operation for the benefit of his employees any provident or pension fund, which is compulsory for all employees and approved of by the Committee, exempt such employer and employees contributing to such fund from any or all of the provisions of this Agreement.

(2) The Committee shall fix the conditions subject to which such exemption is granted, and the period during which it shall operate, and may after one month's notice, in writing, to the persons concerned, withdraw such exemption, whether or not the period for which it was granted has expired.

(3) The Secretary of the Committee shall issue to every person exempted in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Committee shall—

- (a) number consecutively all licences issued; and
- (b) retain a copy of each such licence issued.

(5) Every employer or employee shall observe the provisions of any licence of exemption issued in terms of this clause.

### 12. WINDING UP OF THE FUND

If within 12 months of the expiry of this Agreement or any extension thereof no subsequent Agreement is negotiated for the purpose of continuing the operation of the Fund, the Committee shall make arrangements with the underwriting insurance company for the payment of accrued benefits to members in accordance with the provisions of rule 12 of Annexure A.

Signed at Pretoria on behalf of the parties on this 27th day of October 1971.

BRIG. J. GILLILAND, Chairman.

A. D. VAN DER MERWE, Secretary.

D. H. H. LOUW, Member.

### ANNEXURE A

#### S.A. DENTAL MECHANICIANS EMPLOYEES' PENSION FUND

#### RULES GOVERNING THE FUND IN TERMS OF CLAUSE 4 (3) OF THE AGREEMENT

##### 1. DEFINITIONS AND INTERPRETATION

In the interpretation of these rules, unless inconsistent with the context, any expression defined in the Industrial Conciliation Act, 1956, in the Dental Mechanics Act, 1945, or in the Agreement to which these rules are annexed, shall have the same meaning as in these acts or this Agreement, and the following words shall have the following meanings—

"Agreement" shall mean the Agreement to which these rules are annexed;

"employees' premiums" shall mean the employees' contributions paid to the insurance company in terms of clause 9 (1) and (2) of the Agreement;

"employers' premiums" shall mean the employers' contributions paid to the insurance company in terms of clause 9 (5) of the Agreement;

"group annuity policy" shall mean a policy providing for payment of pensions in certain contingencies, effected with the Southern Life Association of Africa;

"group (with-profit) fixed endowment policy" shall mean a policy effected with the insurance company providing a fixed amount which on retirement shall be applied towards the purchase of pensions;

"group life policy" shall mean a policy assuring amounts payable on death, effected with the insurance company;

"insurance company" shall mean The African Life Assurance Society Limited;

"normal retirement date" shall mean the first day of the month immediately following the 65th birthday of a member;

"policy year" shall mean the period of 12 months commencing on the commencing date of the group (with-profit) fixed endowment policy and the group life policy, or any succeeding period of 12 months.

goedduke nuwe reëls maak of bestaande reëls wysig of herroep. Kopieë van alie reëls en wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

### 11. VRYSTELLINGS

(1) Indien 'n werkgewer 'n voorsorgs- of pensioenfonds in belang van sy werknemers het waartoe alle werknemers moet bydra en wat deur die Komitee goedgekeur is, kan die Komitee sodanige werkgewer en werknemers wat tot sodanige fonds bydra, vrystel van enigeen van of van al die bepalings van hierdie Ooreenkoms.

(2) Die Komitee bepaal die voorwaardes waarop sodanige vrystelling toegestaan word en die tydperk waarvoor dit geldig is, en kan sodanige vrystelling intrek na skriftelike kennisgewing van een maand aan die betrokke persoon, al het die geldigheidsduur daarvan nog nie verstryk nie.

(3) Die Sekretaris van die Komitee moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en waarop die volgende besonderhede verskyn—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat ooreenkomstig subklousule (2) van hierdie klousule bepaal is, onderworpe waaraan sodanige vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Komitee moet—

- (a) volgnommers toeken aan alle sertifikate wat uitgereik word; en
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word.

(5) Alle werkgewers en werknemers moet die bepalings nakom van enige vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik word.

### 12. LIKWIDASIE VAN DIE FONDS

Indien daar binne 12 maande nadat hierdie Ooreenkoms of enige verlenging daarvan verstryk het, nog-geen nuwe Ooreenkoms gesluit is om die fonds voort te sit nie, moet die Komitee met die versekeringsmaatskappy wat die fonds onderskryf reëlings tref om die opgelope voordele ooreenkomstig die bepalings van reël 12 van Aanhangel A aan die lede te betaal.

Namens die partye op hede die 27ste dag van Oktober 1971 te Pretoria onderteken.

BRIG. J. GILLILAND, Voorsitter.

A. D. VAN DER MERWE, Sekretaris.

D. H. H. LOUW, Lid.

### AANHANGSEL A

#### PENSIOENFONDS VIR SUID-AFRIKAANSE TANDWERKTUIGKUNDIGE WERKNEMERS

#### REËLS BETREFFENDE DIE FONDS OOREENKOMSTIG KLOUSULE 4 (3) VAN DIE OOREENKOMS

##### 1. WOORDOMSKRYWING EN VERTOLKING

Tensy onbestaanbaar met die samehang, het alle uitdrukkings wat omskryf word in die Wet op Nywerheidsversoening, 1956, die Wet op Tandwerktuigkundiges, 1945, of in die Ooreenkoms waarby hierdie Reëls aangeheg word, by die vertolking van hierdie Reëls dieselfde betekenis as in die Wette of Ooreenkoms, en beteken—

"Ooreenkoms" die Ooreenkoms waarvan hierdie Reëls 'n aanhangsel uitmaak;

"werknemerspremies" die werknemers se bydraes wat ooreenkomstig klousule 9 (1) en (2) van die Ooreenkoms aan die versekeringsmaatskappy betaal word;

"werkgewerspremies" die werkgewers se bydraes wat ooreenkomstig klousule 9 (5) van die Ooreenkoms aan die versekeringsmaatskappy betaal word;

"groepjaargeldpolis" 'n polis by die Southern Life Association of Africa uitgeneem wat voorsiening maak vir die betaling van pensioene in sekere omstandighede;

"winsdelende vastetermyngroepuitkeerpolis" 'n polis by die versekeringsmaatskappy uitgeneem wat voorsiening maak vir 'n vaste bedrag wat by aftreding aangewend moet word om 'n pensioen te koop;

"groeplewenspolis" 'n polis by die versekeringsmaatskappy uitgeneem waarvolgens bedrae uitbetaal word as die versekerde te sterwe kom;

"versekeringsmaatskappy" The African Life Assurance Society Limited;

"gewone aftreedatum" die eerste dag van die maand onmiddellik na 'n lid se 65ste verjaarsdag;

"polisjaar" die tydperk van 12 maande wat op die aanvangsdatum van die winsdelende vastetermyngroepuitkeerpolis en die groeplewenspolis begin, of enige daaropvolgende tydperk van 12 maande.

In these rules, unless inconsistent with the context, words used in the singular number shall include the plural, and vice versa, and words implying the masculine gender shall include the feminine.

## 2. DATE OF MEMBERSHIP

Membership of persons admitted in terms of clause 6 (2) of the Agreement shall commence as from the first day of the month coinciding with or next following the date on which they:

- (a) Become dental mechanic employees; or
- (b) become registered as apprentices being not less than 16 years of age; or
- (c) attain the age of 16 years, being already registered apprentices, provided that they are in active employment on such first day of the month.

Membership of any such person who is not in active employment on the aforementioned first day of the month shall commence on the earliest first day of a month thereafter on which he is in active employment.

## 3. APPLICATION OF PREMIUMS

(1) From the aggregate of employers' premiums received, there shall be deducted at the end of each policy year the cost of the amount payable on death in terms of the group life policy as specified in rule 14 and the balance of such premiums shall be applied to the group (with-profit) fixed endowment policy for the benefit of individual members in the same ratio as that borne by each member's own premiums in the aggregate of employees' premiums received during that policy year.

(2) Each member shall have applied to the group (with-profit) fixed endowment policy for his benefit at the end of each policy year the amount of employees' premiums paid on his behalf during that policy year.

## 4. ISSUING OF POLICIES

The policies shall be issued in the name of the Dental Mechanics' Labour Committee.

## 5. BENEFITS AT NORMAL RETIREMENT DATE

Each member shall on reaching normal retirement date be entitled to receive the pension on his life secured by the application of employers' premiums and employees' premiums paid on his behalf to the groups (with-profit) fixed endowment policy.

## 6. PAYMENT OF PENSION

A pension is payable in monthly instalments, the first such instalment being payable on the first day of the month immediately following that in which the pension is entered upon.

The pension shall be entered upon on the first day of a month and where, in these rules, a member is stated to be entitled to enter upon a pension, he shall so enter upon a pension on the first day of the month following the day on which he becomes so entitled unless such date of entitlement is the first day of a month.

## 7. ANNUITIES SECURED IN TERMS OF GOVERNMENT NOTICE 1271, DATED 29 AUGUST 1958

The annuities secured by the employees' and employers' contributions applied on the members behalf, up to the date of the commencement of the Agreement, to the group annuity policy shall be safeguarded by the Southern Life Association of Africa and shall continue to be dealt with in the manner laid down in the abovenamed Government Notice and shall be payable in addition to the pension mentioned in rule 5 above and rules 9, 10 and 11 below.

## 8. OPTIONS AT RETIREMENT

A member may on retirement whether in terms of rule 5, 9 or 10 elect by giving 30 days' notice, in writing, to the Fund to—

- (1) commute up to one-third of his pension for a cash payment, or the whole pension if it does not exceed R60 per annum;
- (2) secure, with at least two-thirds of the proceeds of his fixed endowment assurances plus the proceeds arising from the group annuity policy, if any, a pension with any other reputable insurer, registered under the Insurance Act, 1943, as amended, on such terms and conditions as may suit his particular requirements;
- (3) select a reduced pension payable on his life as well as that of his wife or a dependant nominated by him, such pension to be paid for a minimum period of five years and thereafter during the lifetime of the longest survivor;
- (4) select a reduced pension guaranteed for a longer minimum period (e.g. 10, 15 or 20 years) and payable thereafter until the death of the member.

In hierdie reëls, tensy onbestaanbaar met die samehang, sluit woorde wat in die enkelvoud gebruik word die meervoud in, en omgekeerd, en woorde wat die manlike geslag aandui, sluit vroue in.

## 2. DATUM VAN LIDMAATSKAP

Vir persone wat ingevolge klousule 6 (2) van die Ooreenkoms toegelaat word, word lidmaatskap gereken vanaf die eerste dag van die maand wat saamval met of volg op die datum waarop hulle—

- (a) as tandwerktuigkundiges in diens tree; of
- (b) as vakleerlinge wat minstens 16 jaar oud is, geregistreer word; of
- (c) wat reeds geregistreerde vakleerlinge is, die ouderdom van 16 jaar bereik, mits hulle op sodanige eerste dag van die maand in aktiewe diens is.

Lidmaatskap van enige sodanige persoon wat nie op bogenoemde eerste dag van die maand in aktiewe diens is nie, word gereken vanaf die vroegste eerste dag van die maand daarna waarop hy in aktiewe diens is.

## 3. AANWENDING VAN PREMIES

(1) Aan die einde van elke polisjaar moet die bedrag wat ooreenkomstig die groeplewenspolis betaal moet word wanneer die lid te sterwe kom, soos in reël 14 bepaal, afgetrek word van die totaal van die werkgewerspremies wat ontvang word, en die bedrag van die werkgewerspremies wat oorbly moet ten behoewe van die individuele lede by die winsdelende vastetermyngroepuitkeerpolis inbetaal word in dieselfde verhouding as dié van elke lid se eie premies tot die totaal van die werknemerspremies wat in die loop van die betrokke polisjaar ontvang is.

(2) Aan die einde van elke polisjaar word die bedrag van die werknemerspremies wat gedurende die betrokke polisjaar ten opsigte van elke lid betaal is, ten behoewe van die betrokke lid in die winsdelende vastetermyngroepuitkeerpolis inbetaal.

## 4. UITNEEM VAN POLISSE

Die polisse word uitgeneem op naam van die Arbeidskomitee vir Tandwerktuigkundiges.

## 5. VOORDELE BY GEWONE AFTREEDATUM

Wanneer 'n lid die gewone aftreedatum bereik, is hy geregtig op die lewenspensioen wat verseker is deur die toepassing van die werkgewerspremies en werknemerspremies wat namens hom in die winsdelende vastetermyngroepuitkeerpolis inbetaal is.

## 6. BETALING VAN PENSIEN

'n Pensioen word in maandelikse paaielemente betaal, en die eerste sodanige paaielement is betaalbaar op die eerste dag van die maand wat volg onmiddellik op dié waarin die lid 'n pensioentrekker word.

'n Lid word op pensioen geregtig op die eerste dag van 'n maand en waar hy kragtens hierdie reëls geregtig is om 'n pensioentrekker te word, word hy dit op die eerste dag van die maand wat volg op die dag waarop hy daarop geregtig word, tensy laasgenoemde dag die eerste dag van 'n maand is.

## 7. JAARGELDE WAT INGEVOLGE GOEWERMENTS-KENNISGEWING 1271 VAN 29 AUGUSTUS 1958 VERSEKER IS

Die jaargelde wat verseker is deur die werknemers en werkgewers se bydraes wat tot op die datum van inwerkingtreding van die Ooreenkoms namens die lede in die groepjaargeldpolis inbetaal is, word deur die Southern Life Association of Africa gewaarborg en word geadministreer op die wyse in bogenoemde Goewermentskennisgewing bepaal, en dit is betaalbaar benevens die pensioen in Reël 5 hierbo en reëls 9, 10 en 11 hieronder vermeld.

## 8. KEUSES BY AFTREDING

Wanneer 'n lid met pensioen aftree, kan hy ooreenkomstig Reëls 5, 9 of 10 deur 30 dae skriftelik aan die fonds kennis te gee, een van die volgende keuses doen, naamlik om—

- (1) hoogstens een-derde van sy pensioen in 'n kontant betaling te omskep of die hele pensioen, as dit hoogstens R60 per jaar beloop, in 'n kontantbetaling te omskep;
- (2) met minstens twee derdes van die opbrengs van sy vastetermynuitekeerversekerings plus die opbrengs uit die groepjaargeldpolis, as daar is, 'n pensioen te verkry by enige ander versekeraar van aansien wat geregistreer is ingevolge die Versekeringswet, 1943, soos gewysig, op voorwaardes en bepalinge wat aan sy besondere behoeftes voldoen;
- (3) 'n verminderde pensioen te ontvang wat betaalbaar is op sy lewe asook op die van sy vrou of 'n afhanklike deur hom benoem, en so 'n pensioen moet vir 'n minimum tydperk van vyf jaar en daarna gedurende die leeftyd van die langsliewende betaal word;
- (4) 'n verminderde pensioen te ontvang wat vir 'n langer minimum tydperk (bv. 10, 15 of 20 jaar) gewaarborg is en daarna tot met die dood van die lid betaalbaar is.

**9. EARLY RETIREMENT**

A member shall have the right, with the consent of the Committee, to retire up to five (5) years before his normal retirement date on a reduced pension calculated by the insurance company according to his age at retirement and the contribution paid on his behalf to the group (with-profit) fixed endowment policy.

**10. BENEFITS ON LATE RETIREMENT**

If a member continues in dental employment after normal retirement date he shall have the following options:

- (1) Either, to receive at his normal retirement date the pension enumerated in rule 5 above; or
- (2) to receive at his later retirement the increased pension on his life to which he will be entitled at such late retirement in terms of the group (with-profit) fixed endowment policy.

**11. BENEFITS ON WITHDRAWAL ON ACCOUNT OF INCAPACITATION OR RETRENCHMENT**

If a member before normal retirement date applies to the Committee and satisfies the Committee that he is no longer able to continue in dental employment on account of incapacitation or that he is out of dental employment through no fault of his own, he shall be entitled to—

- (1) a return of his own contributions with compound interest at the rate of 3 per cent per annum calculated as from the end of each policy year during which such payments were made, and in addition thereto a return of the employer's premiums applied to the group (with-profit) fixed endowment policy for his benefit, together with compound interest at the rate of 3 per cent per annum calculated as from the end of each policy year during which such applications were made; or
- (2) the benefit secured for him in terms of the group (with-profit) fixed endowment policy, provided he has completed 10 years' membership of the Fund; or
- (3) enter upon a reduced pension on his life as calculated by the insurance company, provided that he has completed 10 years' membership of the Fund and is within 10 years of normal retirement date.

**12. BENEFITS ON WITHDRAWAL FOR ANY OTHER REASON**

In the event of a member leaving the Fund prior to normal retirement date for any reason other than incapacitation or retrenchment, he shall be entitled—

- (1) to a return of his own contributions together with compound interest at the rate of 3 per cent per annum calculated at the end of each policy year, or
- (2) provided he has completed at least 10 years' membership of the Fund and provided further that the Committee in their sole discretion agree, to retain the benefit secured for him in terms of the group (with-profit) fixed endowment policy.

If in term of this clause the member is only entitled to receive or elects to receive a return of his own contributions with compound interest as stated, there shall be available a return of the employer's premiums applied for the benefit of the withdrawing member to the group (with-profit) fixed endowment policy, together with compound interest at the rate of 3 per cent per annum calculated as from the end of each policy year during which such applications were made; which return shall be disposed of in accordance with the directions of the Committee.

**13. TEMPORARY UNEMPLOYMENT**

If the Committee is satisfied that a member is only temporarily out of dental employment he shall not cease to be a member of the Fund during the period of up to six months in which he is so out of employment. When the period in which the member is out of employment exceeds six months he shall cease to be a member of the Fund and rules 11 and 12 of the Annexure will apply.

**14. BENEFITS ON DEATH OF MEMBER BEFORE RETIREMENT**

In the event of the death of a member prior to retirement there shall be payable to his beneficiary a return of the contributions made by himself, together with compound interest at the rate of 3 per cent per annum calculated as from the end of each policy year during which such payments were made, and in addition thereto a return of the employer's premiums applied to the group (with-profits) fixed endowment policy for his benefit, together with compound interest at the rate of 3 per cent per annum calculated as from the end of each policy year during which such payments were made. If the death of a member occurs on or after the first day of the month immediately following that in which he has paid his first contribution in terms of clause 9 of the Agreement, and while he is still an employee prior to normal retirement date, there shall be payable to his

**9. VROEE AFTREDING**

'n Lid is daarop geregtig om, met die toestemming van die Komitee, tot vyf (5) jaar voor sy gewone aftreedatum af te tree met 'n verminderde pensioen wat deur die versekeringsmaatskappy bereken word ooreenkomstig die ouderdom waarop hy aftree en die bydrae wat namens hom in die winsdelende vastetermyngroepuitkeerpolis inbetaal is.

**10. VOORDELE BY LAAT AFTREDING**

As 'n lid na die gewone aftreedatum met tandwerktuigkundige werk voortgaan, het hy die volgende keuse:

- (1) Om op sy gewone aftreedatum die pensioen in reël 5 hierbo genoem, te ontvang; of
- (2) om by sy latere aftreding die verhoogde lewenspensioen te ontvang waarop hy by sodanige latere aftreding ooreenkomstig die winsdelende vastetermyngroepuitkeerpolis geregtig sal wees.

**11. VOORDELE BY VROEE AFTREDING WEENS ONBEVOEGWORDING OF AFDANKING**

Indien 'n lid vóór die gewone aftreedatum bevredigende bewys aan die Komitee lewer dat hy nie met tandwerktuigkundige werk kan voortgaan nie weens onbevoegwording, of dat hy sonder sy eie toedoen sonder tandwerktuigkundige werk is, is hy geregtig op—

- (1) terugbetaling van sy eie bydraes, plus saamgestelde rente teen drie persent per jaar bereken vanaf die einde van elke polisjaar in die loop waarvan die betalings gedoen is, asook terugbetaling van die werkgewerspremies wat ten behoeve van hom in die winsdelende vastetermyngroepuitkeerpolis inbetaal is, plus saamgestelde rente teen drie persent per jaar bereken vanaf die einde van elke polisjaar in die loop waarvan die premies betaal is; of
- (2) die voordeel wat hom ooreenkomstig die winsdelende vastetermyngroepuitkeerpolis toekom, mits hy reeds 10 jaar lank lid van die fonds is; of
- (3) 'n verminderde lewenspensioen soos deur die versekeringsmaatskappy bereken, mits hy reeds 10 jaar tot die fonds bydra en in gewone omstandighede binne 10 jaar sou aftree.

**12. VOORDELE BY UITDIENSTREDING OM 'N ANDER REDE**

Indien 'n lid die fonds om 'n ander rede as onbevoegwording of afdanking voor die gewone aftreedatum verlaat, is hy geregtig—

- (1) op terugbetaling van sy eie bydraes, plus saamgestelde rente teen 3 persent per jaar bereken aan die einde van elke polisjaar; of
- (2) om die voordeel wat hom uit die winsdelende vastetermyngroepuitkeerpolis toekom, te behou, mits hy reeds minstens 10 jaar lid van die fonds is en met dien verstande dat die Komitee ook na eie uitsluitlike goeddunke daartoe instem.

Indien die lid ingevolge hierdie klousule net daarop geregtig is of verkies om terugbetaling te ontvang van sy eie bydraes, plus saamgestelde rente soos gemeld, kan die Komitee opdrag gee oor die terugbetaling van die werkgewerspremies wat ten behoeve van die uitredende lid in die winsdelende vastetermyngroepuitkeerpolis inbetaal is, plus saamgestelde rente teen 3 persent per jaar bereken vanaf die einde van elke polisjaar in die loop waarvan die premies betaal is.

**13. TYDELIKE WERKLOOSHEID**

Indien die Komitee daarvan oortuig is dat 'n lid slegs tydelik sonder tandwerktuigkundige werk is, behou hy sy lidmaatskap van die fonds vir 'n tydperk van hoogstens ses maande waartydens hy sonder werk is. As die lid vir 'n tydperk van langer as ses maande sonder werk is, word sy lidmaatskap van die fonds beëindig en reëls 11 en 12 van hierdie Aanhangsel is dan van toepassing.

**14. VOORDELE AS 'N LID VOOR AFTREDING STERF**

Ingeval 'n lid te sterwe kom voordat hy aftree, word die bydraes wat hy self gemaak het, plus saamgestelde rente teen 3 persent per jaar bereken vanaf die einde van elke polisjaar in die loop waarvan sodanige betalings gedoen is, asook die werkgewerspremies wat ten behoeve van hom in die winsdelende vastetermyngroepuitkeerpolis inbetaal is, plus saamgestelde rente teen 3 persent per jaar bereken vanaf die einde van elke polisjaar in die loop waarvan sodanige betalings gedoen is, aan sy begunstigde terugbetaal. Indien 'n lid te sterwe kom op of na die eerste dag van die maand wat volg op die maand waarin hy ooreenkomstig klousule 9 van die Ooreenkoms sy eerste bydrae tot die fonds gemaak het en terwyl hy nog 'n werknemer voor

beneficiary, in addition to the amounts specified above, an amount available in terms of the group life policy in accordance with the status of the member as set out in the following table:

| <i>Member's status</i>      | <i>Amount<br/>R</i> |
|-----------------------------|---------------------|
| Apprentices:                |                     |
| First and second years..... | 1 920               |
| Third and fourth years..... | 2 880               |
| Fifth year.....             | 3 840               |
| Dental mechanician.....     | 4 800               |

No change in status shall be effective for the purpose of this rule until the first day of the month immediately following that in which a member has paid his first increased contributions in terms of clause 9 of the Agreement. Any change in pensionable salary shall cause a corresponding pro rata adjustment to be made to the capital amounts mentioned above.

#### 15. BENEFITS ON DEATH OF A PENSIONER

If a pensioner, in receipt of a pension on his life only, dies within a period of five years, or such longer period as may have been selected at retirement, the pension shall continue and shall continue to be payable to his beneficiary, or if there is no beneficiary or dependant in the opinion of the Committee, to his estate for the remainder of the period selected after which his pension shall cease. If, however, the pensioner dies after the expiration of the selected period his pension shall cease, the final payment being made on the first day of the month in which he dies. If a member has elected to effect a reduced pension on the lives of himself and a dependant, no guaranteed period shall apply and the final payment of pension shall be made on the first day of the month in which the survivor dies.

#### 16. BENEFICIARY

Where, in these rules, any sums of money are stated to be payable to a beneficiary or dependant, such sums are to be payable to the estate of the member unless such member has notified the Fund, in writing, to whom he desires such sums to be paid and the person so nominated is living when such sums become payable, in which case such sums shall be payable to that person. A member may alter his nomination by notification to the Fund, in writing, in which case any previous nomination by him shall be null and void.

#### 17. CONTINUOUS ASSURANCE OPTION

In the event of a member leaving the Fund before attaining the age of 60 for any reason other than early retirement or withdrawal on account of incapacitation, he shall have the right, upon request, in writing, being received by the insurance company within 31 days of leaving the service of the employer, to take out at his own expense an individual Whole Life or Endowment Assurance Policy with the insurance company. Provided the amount of this policy does not exceed the amount of the death benefit to which, at the time of leaving the service, he was entitled under the group life policy in terms of rule 15 and provided such benefit was issued on normal rates and conditions, no evidence of health shall be required. The premiums charged for the policy shall be those then applicable to the member's age and future occupation and shall be subject to the conditions in use at the time by the insurance company.

#### 18. NO. CESSION OF RIGHTS

Subject to the provisions of the Statutory Pensions Protection Act, 1923, and the Insolvency Act, 1936, and any other law, all benefits accrued under the Fund shall vest only in the Fund, and all rights accruing to the member, his beneficiary or his nominated dependant shall not be subject to attachment or pass to the trustee or assignee of a member's beneficiary's or nominated dependant's estate in the event of the sequestration or assignment of such estate, but shall be strictly personal to the member, his beneficiary or his nominated dependant, as the case may be, and shall not be capable of being assigned, charged or alienated by the member, his beneficiary or nominated dependant otherwise than as provided for in these rules.

#### 19. AMENDMENTS OR ADDITIONS TO RULES

Amendments or additions to these rules may be effected by the Committee in consultation with the insurance company at any time.

die gewone aftreedatum is, word daar benewens die bedrae hierbo genoem aan sy begunstigde 'n bedrag betaal wat ooreenkomstig die groeplewenspolis volgens die lid se status, soos in die volgende tabel uiteengesit, beskikbaar is:

| <i>Status van lid</i>      | <i>Bedrag<br/>R</i> |
|----------------------------|---------------------|
| Vakleerlinge:              |                     |
| Eerste en tweede jaar..... | 1 920               |
| Derde en vierde jaar.....  | 2 880               |
| Vierde jaar.....           | 3 840               |
| Tandwerktuigkundige.....   | 4 800               |

Vir die toepassing van hierdie reël vind die verandering in status eers plaas op die eerste dag van die maand na dié waarin die lid ooreenkomstig klousule 9 van die Ooreenkoms sy eerste verhoogde bydrae tot die fonds gemaak het. Enige verandering van die pensioengewende salaris bring mee dat 'n ooreenstemmende pro rata-aanpassing aangebring moet word aan die kapitaalbedrae hierbo genoem.

#### 15. VOORDELE BY AFSTERWE VAN 'N PENSIOENTREKKER

Indien 'n pensioentrekker wat slegs 'n lewenspensioen ontvang, te sterwe kom binne vyf jaar of binne die langer tydperk wat hy by aftreding gekies het, gaan die pensioen voort en moet dit gereeld betaal word aan sy begunstigde of, indien daar na die Komitee se mening geen begunstigde of afhanklike is nie, aan sy boedel vir die res van die gekose tydperk, waarna sy pensioen ten einde loop. Indien die pensioentrekker egter te sterwe kom na afloop van die gekose pensioentydperk, word geen verdere pensioen uitbetaal na die eerste dag van die maand waarin hy sterf nie. Indien 'n lid verkies het om 'n verminderde pensioen op sy eie lewe en dié van 'n afhanklike te ontvang, is daar geen gewaarborgde tydperk nie en word die laaste pensioenuitbetaling gedoen op die eerste dag van die maand waarin die langsewende te sterwe kom.

#### 16. BEGUNSTIGDE

Waar daar in hierdie reëls gemeld word dat 'n bedrag aan 'n begunstigde of afhanklike betaalbaar is, word die bedrag in die lid se boedel inbetaal tensy hy die fonds skriftelik in kennis gestel het aan wie die bedrag betaal moet word en die benoemde persoon nog lewe wanneer die bedrag hom toeval, in welke geval die bedrag aan dié persoon betaal moet word. 'n Lid kan sy benoeming wysig deur die fonds skriftelik daarvan in kennis te stel, en in so 'n geval is alle vorige benoemings deur hom van nul en gener waarde.

#### 17. OPSIE VAN VOORTDURENDE VERSEKERING

Ingeval 'n lid om enige ander rede as vroeë aftreding of ontrekking weens onbevoegwording die fonds verlaat voordat hy die ouderdom van 60 jaar bereik, is hy geregtig om, as die versekeringsmaatskappy die skriftelike aansoek ontvang binne 31 dae nadat hy sy werkgever se diens verlaat het, op eie koste 'n Individuele Helelebens- of Uitkeerversekeringspolis by die versekeringsmaatskappy uit te neem. Geen bewys van gesondheid sal vereis word nie, mits die bedrag van hierdie polis nie groter is nie as die bedrag van die sterftevoordeel waarop hy toe hy sy werk verlaat het, ooreenkomstig die groeplewenspolis ingevolge reël 15 geregtig was en met dien verstande dat sodanige voordeel teen die gewone koerse en op die normale voorwaardes uitgereik is. Die polispremies moet ooreenstem met dié wat op daardie tydstep toepassing is op die lid se ouderdom en toekomstige beroep, en moet onderworpe wees aan die voorwaardes wat hy dan by die versekeringsmaatskappy van krag is.

#### 18. GEEN SESSIE VAN REGTE NIE

Behoudens die bepalings van die Wettelike Pensioenen Bescherms Wet, 1923, en die Insolvensiewet, 1936, en enige ander wet, berus alle voordele wat kragtens die fonds opgeloopt het slegs in die fonds, en alle regte wat die lid, sy begunstigde of sy benoemde afhanklike toekom, is nie onderworpe aan beslaglegging nie of gaan nie oor na die trustee of regverkygende van die boedel van 'n lid se begunstigde of benoemde afhanklike in die geval van die inbeslagneming of oordrag van so 'n boedel nie, maar kom die lid persoonlik of sy begunstigde of sy benoemde afhanklike, na gelang van die geval, streng toe, en die lid, sy begunstigde of benoemde afhanklike mag nie op 'n ander wyse as wat in hierdie reëls bepaal word, beslag daarop lê of dit beswaar of vervreem nie.

#### 19. WYSIGINGS VAN OF BYVOEGINGS TOT DIE REËLS

Die Komitee kan, in ooreenstemming met die versekeringsmaatskappy, te eniger tyd die reëls wysig of byvoegings daaraan doen.

**SOUTH AFRICAN DENTAL MECHANICIANS EMPLOYEES' PENSION FUND  
PENSIOENFONDS VIR SUID-AFRIKAANSE TANDWERKTUIGKUNDIGE WERKNEMERS**

The Secretary  
Die Sekretaris  
S.A. Dental Mechanics Employees' Pension Fund  
Pensioenfonds vir S.A. Tandwerktuigkundige Werknemers  
P.O. Box 995  
Posbus  
Pretoria

STATEMENT OF DEDUCTIONS—PENSION CONTRIBUTIONS  
STAAT VAN AFTREKKINGS—PENSIOENBYDRAES

| Pen. No.                                                                | Name of employee<br>Naam van werknemer | Period<br>Tydperk |           | Contributions<br>by employees<br>Werknemers se<br>bydrae |   |
|-------------------------------------------------------------------------|----------------------------------------|-------------------|-----------|----------------------------------------------------------|---|
|                                                                         |                                        | From<br>Van       | To<br>Tot | R                                                        | c |
|                                                                         |                                        |                   |           |                                                          |   |
|                                                                         |                                        |                   |           |                                                          |   |
|                                                                         |                                        |                   |           |                                                          |   |
|                                                                         |                                        |                   |           |                                                          |   |
|                                                                         |                                        |                   |           |                                                          |   |
| Total contributions by employees<br>Totale bydraes deur werknemers..... |                                        |                   |           | R                                                        |   |
| Contributions by employers<br>Bydraes deur werkgevers.....              |                                        |                   |           | R                                                        |   |
| Total contributions<br>Totale bydraes.....                              |                                        |                   |           | R                                                        |   |

Bank commission must be added to all cheques  
Bankkommissie moet by alle tjeks gevoeg word

I hereby certify that all the persons mentioned above were actually in my employ during the periods mentioned.  
Ek sertifiseer hierby dat al die persone hierbo genoem werklik in my diens was gedurende die vermelde tydperke.

Date \_\_\_\_\_  
Datum \_\_\_\_\_

## Employer/Werkgeber

| CONTENTS                                                                                    |      | INHOUD                                                                                          |        |
|---------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------|--------|
| Health, Department of                                                                       |      | Gesondheid, Departement van                                                                     |        |
| GOVERNMENT NOTICE                                                                           |      | GOEWERMENTSKENNISGEWING                                                                         |        |
| No.                                                                                         | PAGE | No.                                                                                             | BLADSY |
| R. 606. Dental Mechanician Occupation, Republic of South Africa: Pension Fund Agreement ... | 1    | R. 606. Beroep van Tandwerktuigkundige, Republiek van Suid-Afrika: Pensioen-fondsooreenkoms ... | 1      |