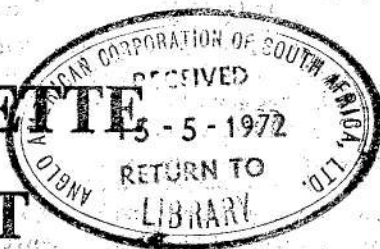




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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 805 12 May 1972
INDUSTRIAL CONCILIATION ACT, 1956
LAUNDRY, CLEANING AND DYEING INDUSTRY
(NATAL)

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 Laundry, Cleaning and Dyeing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 May 1975, 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;

(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 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 May 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), Pinetown and Inanda, excluding the areas falling outside a 15 mile radius of the General Post Office, Durban; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending 3 May 1975, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 15, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—74892

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 805 12 Mei 1972
WET OP NYWERHEIDSVERSOENING, 1956
WASSERY-, DROOGSKOONMAAK- EN KLEUR-
NYWERHEID (NATAL)

VOORSORGFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleurnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Mei 1975 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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Mei 1975 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pinetown en Inanda, uitgesonderd die gebiede wat buite 'n straal van 15 myl vanaf die Hoofposkantoor, Durban, val; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Mei 1975 eindig in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1—3496

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (NATAL)

PROVIDENT FUND AGREEMENT

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

Natal Laundry, Cleaners' and Dyers' Association

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

Laundry, Dry-cleaning and Dyeing Employees Union (Natal)

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

being the parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Natal).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968 fell within the Magisterial District of Umlazi), Pinetown and Inanda (excluding the areas falling outside a 15-mile radius of the General Post Office, Durban), by all employers who are members of the employers' organisation who are engaged in the Laundry, Cleaning and Dyeing Industry, and by all employees who are members of the trade union and are employed in the Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement and who are in receipt of a wage not exceeding R46,15 per week, R200 per month or R2 400 per annum;

(b) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes a participant in and member of any other provident fund which is registered with the Registrar of Pension Funds, which fund was in existence on the said date and in which the employer of that employee was on the said date a participant or to 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 Council, the benefits of such other fund are, on the whole, not less favourable than the benefits provided for by the Council's Fund: Provided that a fund which provides solely for the payment of benefits on death shall not be deemed to be a provident fund for the purposes of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall run concurrently with the Agreement published under Government Notice R. 623, dated 24 April 1970, or such period as the Minister may decide.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; and unless inconsistent with the context, terms which are defined in the Main Agreement shall have the same meaning in this Agreement. A reference to an Act shall include any amendment of such Act; and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Natal);

"dependant" means a member's spouse and/or a member's children under the age of 18 years who are wholly dependent on the member;

"entry date" means the date of coming into operation of this Agreement, or the first day of the month following that in which an employee becomes, or is admitted as a member of the Fund, whichever is the later date;

"Fund" means the Provident Fund for the Laundry, Cleaning and Dyeing Industry (Natal), established by and under this Agreement;

"Laundry, Cleaning and Dyeing Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression, the Industry carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots and/or vehicles where such articles are received in order to be laundered, cleaned or dyed to the order of customers;

BYLAE

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOON-MAAK- EN KLEURNYWERHEID (NATAL)

VOORSORGFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan deur en tussen die

Natal Laundry, Cleaners' and Dyers' Association

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

Laundry, Dry-Cleaning and Dyeing Employees' Union (Natal)

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

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrikte Durban, (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Pinetown en Inanda (uitgesonderd die gebiede wat buite 'n radius van 15 myl vanaf die Hoofposkantoor, Durban, val), nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Wassery-, Droogskoonmaak- en Kleurnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid werksaam is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in Hoofooreenkoms voorgeskryf word en wat 'n loon van hoogstens R46,15 per week, R200 per maand of R2 400 per jaar ontvang;

(b) nie van toepassing nie op 'n werknemer wat op die datum waarop hierdie Ooreenkoms bindend word of daarna 'n deelnemer aan 'n lid is van 'n ander voorsorgfonds wat by die Registrateur van Pensioenfondse geregistreer is, welke fonds op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was, of op die werkgewer van die werknemer slegs gedurende die tydperk wat die ander fonds in werking bly en beide werkgewer en werknemer daaraan deelneem, indien die bystand van die ander fonds, na die mening van die Raad, in die algemeen nie minder gunstig is nie as die bystand waarvoor die Raad se Fonds voorsiening maak: Met dien verstande dat 'n fonds wat uitsluitlik voorsiening maak vir die betaling van bystand by afsterwe, vir doeleindes van hierdie Ooreenkoms nie geag word 'n voorsorgfonds te wees nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid vasstel en val saam met die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 623 van 24 April 1970 of dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet; en tensy onbestaanbaar met die samehang, het uitdrukkings wat in die Hoofooreenkoms omskryf is dieselfde betekenis in hierdie Ooreenkoms. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings van sodanige Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenings, 1956;

"Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal);

"afhanklike" 'n lid se eggenoot/eggenote en/of 'n lid se kinders onder die leeftyd van 18 jaar wat geheel en al van die lid afhanklik is;

"aanvangsdatum" die datum waarop hierdie Ooreenkoms in werking tree, of die eerste dag van die eersvolgende maand na dié waarin 'n werknemer lid van die Fonds word of as lid van die Fonds toegelaat word, naamlik die jongste datum;

"Fonds" die Voorsorgfonds vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal), ingestel by en kragtens hierdie Ooreenkoms;

"Wassery-, Droogskoonmaak- en Kleurnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid wat uitgeoefen word in bedryfsinrigtings waar artikels volgens die bestelling van klante gewas en gestryk, droogskoongemaak of gekleur word, en omvat dit depots en/of voertuie waar sodanige artikels ontvang word om volgens die bestelling van klante gewas en gestryk, droogskoongemaak of gekleur te word;

"Main Agreement" means the Agreement published under Government Notice R. 623 of 24 April 1970, or any subsequent agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"Management Committee" or "Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;

"member" means every employee who has been employed in the Industry continuously by the same employer for not less than one month and for whom wages are prescribed in the Main Agreement, excluding casual employees, employees excluded from the scope of this Agreement by virtue of the provisions of clause 1 (2) (b) and employees in receipt of a wage exceeding R46,15 per week, R200 per month, or R2 400 per annum;

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

"retirement date" shall mean—

(a) the last day of the month in which a member reaches the age of 65 years and retires from service in the Industry;

(b) the last day of the month in which a member who is over the age of 65 years shall terminate his service in the Industry;

(c) the last day of the month in which a member shall terminate his service in the Industry owing to ill health or permanent disability, subject to the provisions of clause 8 (1) (c);

"retiring age" means the age of 65 years;

"Rules" means the rules prescribed by the Council in terms of clause 4 (6);

"Secretary" means the Secretary of the Fund appointed in terms of clause 4 (4);

"trustee(s)" means the trustee(s) appointed in terms of clause 13 (2) of this Agreement.

4. ADMINISTRATION

(1) The Fund known as the "Natal Laundry, Cleaning and Dyeing Industry Provident Fund" (hereinafter referred to as the "Fund"), is hereby established.

(2) The Fund shall be financed out of contributions paid in terms of clause 7 and shall also consist of interest derived from investments of any moneys of the Fund and any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason or which may be donated to the Fund.

(3) (a) The affairs of the Fund and payment of benefits therefrom shall be administered by the Council or by a Management Committee appointed by the Council and consisting of the Chairman and the Vice-Chairman of the Council plus two representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

(b) The Chairman and the Vice-Chairman of the Council shall occupy these posts also on the Management Committee.

(c) In the event of any member of the Management Committee ceasing to be a member of the Council for any reason, he shall, subject to the provisions of clause 13 (2), also cease to be a member of the Committee.

(d) Subject to the provisions of clause 13 (2) and of paragraphs (a) and (b) of this subclause, any vacancy which may occur in the Committee shall be filled by the Council.

(e) Voting shall be by way of a resolution moved and seconded by one of the accredited two representatives of the employers and one of the accredited two representatives of the employees.

(f) A majority of the members of the Management Committee shall constitute a quorum at any meeting of the Committee. If any representative is absent from any meeting, and an alternate is not in attendance, the voting power of the employers or employees, as the case may be, shall be reduced as may be necessary to preserve equality of voting power. Decisions of the Committee shall be taken by a majority vote.

(g) Should a dispute arise at any time as to the administration of the Fund in regard to which members of the Management Committee are equally divided, the matter shall be referred to the Council for a decision.

(4) The Council shall appoint a Secretary and staff on such terms and conditions as it may deem fit and may vary such appointments.

(5) The expenses incurred for the purpose of the administration of the Fund shall be a charge on the Fund.

(6) Subject to the provisions of the Act, the Council shall have the power to prescribe, alter and amend its own internal rules of procedure for the Management Committee, and to make, amend and alter the rules governing the administration of the

"Hoofdooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 623 van 24 April 1970 of 'n daaropvolgende ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 48 van die Wet gepubliseer is;

"Bestuurskomitee" of "Komitee" die Komitee wat aangestel word om die Fonds ooreenkomstig die bepalings van klousule 4 van hierdie Ooreenkoms te administreer;

"lid" elke werknemer wat vir minstens een maand ononderbroke in die Nywerheid by dieselfde werkgever in diens was en vir wie lone in die Hoofdooreenkoms voorgeskryf word, uitgesonderd los werknemers, werknemers wat kragtens klousule 1 (2) (b) van die toepassings bestek van hierdie Ooreenkoms uitgesluit is en werknemers wat 'n loon van meer as R46,15 per week, R200 per maand of R2 400 per jaar ontvang;

"benoemde" 'n persoon wat deur 'n lid benoem word en aan wie bystand wat sodanige lid ten tye van sy afsterwe toekom, betaal moet word;

"aftrededatum"—

(a) die laaste dag van die maand waartydens 'n lid 65 jaar oud word en uit die diens van die Nywerheid tree;

(b) die laaste dag van die maand waarin 'n lid wat bo 65 jaar oud is sy diens in die Nywerheid beëindig;

(c) die laaste dag van die maand waarin 'n lid, behoudens die bepalings van klousule 8 (1) (c), sy diens in die Nywerheid weens swak gesondheid of permanente liggaamlike ongeskiktheid beëindig;

"aftree-ouderdom" die ouderdom van 65 jaar;

"Reëls" die reëls wat die Raad ingevolge klousule 4 (6) voorskryf;

"Sekretaris" die Sekretaris van die Fonds wat ingevolge klousule 4 (4) aangestel word;

"trustee(s)" die trustee(s) wat ingevolge klousule 13 (2) van hierdie Ooreenkoms aangestel word.

4. ADMINISTRASIE

(1) Die Fonds bekend as die "Voorsorgfonds vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Natal), hierna die "Fonds" genoem, word hierby ingestel.

(2) Die Fonds word gefinansier uit bydraes betaal ingevolge klousule 7 en bestaan ook uit rente afkomstig van die belegging van gelde van die Fonds en ander gelde wat die Fonds kragtens hierdie Ooreenkoms of om 'n ander rede kan toeval of wat aan die Fonds geskenk word.

(3) (a) Die sake van die Fonds en betaling van bystand daaruit word geadmistreer deur die Raad of 'n Bestuurskomitee wat deur die Raad aangestel word en bestaan uit die Voorsitter en die Ondervoorsitter van die Raad plus twee verteenwoordigers van die werkgevers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat onderskeidelik of verteenwoordigers of sekondusse van sodanige werkgevers en werknemers mag wees.

(b) Die Voorsitter en Ondervoorsitter van die Raad beklee hierdie poste ook in die Bestuurskomitee.

(c) Ingeval 'n lid van die Bestuurskomitee om een of ander rede ophou om lid van die Raad te wees, hou hy, behoudens die bepalings van klousule 13 (2), ook op om lid van die Komitee te wees.

(d) Behoudens die bepalings van klousule 13 (2) en van paragrafe (a) en (b) van hierdie subklousule, moet 'n vakature wat in die Komitee ontstaan deur die Raad gevul word.

(e) Stemming geskied by wyse van 'n voorstel ingedien en gesekondeer deur een van die twee amptelike verteenwoordigers van die werkgevers en een van die twee amptelike verteenwoordigers van die werknemers.

(f) 'n Meerderheid van die lede van die Bestuurskomitee vorm 'n kworum op 'n Komiteevergadering. As 'n verteenwoordiger van 'n vergadering afwesig is en 'n sekondus nie aanwesig is nie, moet die stemkrag van die werkgevers of werknemers, na gelang van die geval, verminder word soos nodig mag wees om gelykheid van die stemkrag te bewaar. Besluite van die Komitee moet deur 'n meerderheidstem beslis word.

(g) Indien daar te eniger tyd 'n geskil oor die administrasie van die Fonds sou ontstaan waaroor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak vir beslissing na die Raad verwys word.

(4) Die Raad moet 'n Sekretaris en personeel aanstel op dié voorwaardes wat hy goed ag en kan sodanige aanstellings wysig.

(5) Die uitgawes aangegaan vir die administrasie van die Fonds kom ten laste van die Fonds.

(6) Behoudens die bepalings van die Wet, het die Raad die bevoegdheid om sy eie huishoudelike prosedureëls vir die Bestuurskomitee voor te skryf, te verander en te wysig en om die reëls betreffende die administrasie van die Fonds op te stel.

Fund, provided that such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of any other law. Copies of any such rules or amendments thereof shall be transmitted to the Secretary for Labour.

5. OBJECTS

The objects of the Fund shall be—

- (a) to raise funds by contributions from employees and employers as provided in clause 7 of this Agreement; and
- (b) to provide members of the Fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP OF THE FUND

(1) A member of the Fund who has reached the retiring age may, if his employer agrees to retain him in employment, and to pay contributions in respect of him, elect to continue to be a member of the Fund and to contribute.

(2) Whenever the employment of a member has been terminated and he has applied for and been paid benefits in terms of this Agreement, and he is thereafter re-employed in the Industry, such member shall for the purposes of this Agreement be deemed to have entered the Industry for the first time as from the date he is so re-employed.

(3) Whenever the employment of a member is terminated and he is re-employed in the Industry before he has been paid any benefits in terms of this Agreement, any application for benefits by such member shall be deemed to be cancelled and he shall be deemed to have resumed membership and to be liable to contribute to the Fund as from the date he is so re-employed.

(4) Notwithstanding the provisions of clause 1 (2) and the definition of "member" contained in clause 3 of this Agreement, employees for whom wages are prescribed in the Main Agreement and who are in receipt of a wage exceeding R46,15 per week, R200 per month or R2400 per annum may be admitted to membership should they elect to become members of the Provident Fund and should the employer consent to make the deductions and contributions prescribed in clause 7.

7. CONTRIBUTIONS

(1) For the purpose of the Fund each employer shall on each pay day deduct from the wages of each member who has worked in any week, an amount of 5 (five) cents per week.

(2) Deductions shall be made from payments received by a member for periods of paid leave of absence and paid holidays as though the member concerned were present at work in the normal way.

(3) The total amount so deducted from the wages of members, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Fund each month not later than the seventh day of the following month, together with such information as may be required by the Management Committee, for the purpose of administration of the Fund.

(4) (a) Every employer in the Industry shall be required to lodge a contributions return (as prescribed by the Council from time to time) monthly with the Secretary. The first return shall be accompanied by a schedule reflecting the full names of all employees eligible for membership of the Fund as well as such employees' addresses, identity numbers, date of engagement, the name, identity number and address of the member's dependant and of his nominee appointed in terms of clause 9 (6) (a), the member's Sick Fund number (which number shall also be the member's Provident Fund number), and/or any other information as may be required by the Management Committee from time to time.

(b) Whenever a new employee enters the Industry and becomes eligible for membership of the Fund, the employer shall submit in respect of such employee the particulars required in terms of paragraph (a) of this subclause.

8. BENEFITS

(1) (a) *Withdrawal benefits.*—The benefits payable to a member whose employment in the Industry terminates for any reason other than retirement on reaching the retiring age or on account of his permanent physical incapacity to continue at work in the Industry, established to the satisfaction of the Committee in accordance with the provisions of paragraph (c) hereof, or on account of his death, shall be the amount of the member's own contributions, plus 2½ per cent interest for the period of one year from date of termination. No benefits shall be payable in respect of any claim under this subclause to a member who resigns from the Industry until a period of at least one year has elapsed from the time the claimant ceased to be a contributor. In the event of no claim being received within one year from the date of termination of services in the Industry

te verander en te wysig, mits sodanige reëls of 'n wysiging daarvan nie onbestaanbaar is met die bepalings van hierdie Ooreenkoms of met enige ander wetsbepalings nie. Afskrifte van sodanige reëls of wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word.

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

(a) om fondse in te samel deur middel van bydraes van werknemers en werkgevers ooreenkomstig klousule 7 van hierdie Ooreenkoms; en

(b) om dié bystand wat in hierdie Ooreenkoms voorgeskryf word aan lede van die Fonds te verskaf.

6. LIDMAATSKAP VAN DIE FONDS

(1) 'n Lid van die Fonds wat die aftree-ouderdom bereik het, kan, indien sy werkgever instem om hom in diens te hou en om bydraes ten opsigte van hom te betaal, verkies om lid van die Fonds te bly en om by te dra.

(2) Waar die diens van 'n lid beëindig is en hy om bystand ingevolge hierdie Ooreenkoms aansoek gedoen het en dit aan hom betaal is en hy daarna in die Nywerheid herindiensgeneem word, word daar vir doeleindes van hierdie Ooreenkoms geag dat sodanige lid met ingang van die datum waarop hy aldus herindiensgeneem word, vir die eerste keer tot die Nywerheid toegetree het.

(3) Waar die diens van 'n lid beëindig word en hy in die Nywerheid herindiensgeneem word alvorens bystand ingevolge hierdie Ooreenkoms aan hom uitbetaal is, word 'n aansoek om bystand deur dié lid geag ingetrek te wees en word daar geag dat sy lidmaatskap hervat is en dat hy met ingang van die datum waarop hy aldus herindiensgeneem is, vir bydraes tot die Fonds aanspreeklik is.

(4) Ondanks die bepalings van klousule 1 (2) en die woordomskrywing van "lid" in klousule 3 van hierdie Ooreenkoms, is werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word en wat 'n loon van hoogstens R46,15 per week, R200 per maand of R2400 per jaar ontvang, geregtig om as lede van die Voorsorgfonds toegelaat te word indien hulle dit verkies en indien die werkgever instem om die aftrekkings te doen en bydraes te maak soos in klousule 7 voorgeskryf.

7. BYDRAES

(1) Vir die doel van die Fonds moet elke werkgever op elke betaaldag 'n bedrag van 5 (vyf) sent per week afrek van die loon van elke lid wat in enige bepaalde week gewerk het.

(2) Die bedrae moet afgetrek word van betalings wat 'n lid ontvang ten opsigte van verlof tydperke met betaling en vakansiedae met betaling asof die betrokke lid op die gewone manier by die werk was.

(3) Die totale bedrag wat aldus van die loon van lede afgetrek word, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet elke maand voor of op die sewende dag van die eersvolgende maand deur laasgenoemde aan die Sekretaris van die Fonds gestuur word tesame met enige ander inligting wat die Bestuurskomitee mag vereis vir die administrasie van die Fonds.

(4) (a) Van elke werkgever in die Nywerheid word vereis om maandeliks 'n opgawe van bydraes (soos van tyd tot tyd deur die Raad voorgeskryf) by die Sekretaris in te dien. Die eerste opgawe moet vergesel gaan van 'n lys waarin die volgende verstrekt moet word: Die volle naam van elke werknemer wat vir lidmaatskap van die Fonds in aanmerking kom, asook sodanige werknemer se adres, persoonsnommer en datum van indiensneming; die naam, persoonsnommer en adres van elke lid se afhanklike en van sy benoemde aangewys ingevolge klousule 9 (6) (a); elke lid se Siekefondsnommer (wat ook die lid se Voorsorgfondsnommer is) en/of enige ander inligting wat die Bestuurskomitee van tyd tot tyd mag vereis.

(b) Wanneer 'n nuwe werknemer tot die Nywerheid toetree en vir lidmaatskap van die Fonds in aanmerking kom, moet die werkgever ten opsigte van sodanige werknemer die besonderhede voorlê wat ingevolge paragraaf (a) van hierdie subklousule vereis word.

8. BYSTAND

(1) (a) *Opvragingsbystand.*—Die bystand betaalbaar aan 'n lid wie se diens in die Nywerheid eindig om 'n ander rede as aftreding weens bereiking van die aftree-ouderdom of weens sy permanente liggaamlike ongesiktheid om sy werk in die Nywerheid voort te sit wat tot tevredeheid van die Komitee bewys word ooreenkomstig paragraaf (c) hiervan, of weens sy afsterwe, is die bedrag gelykstaande aan die lid se eie bydraes, plus 2½ persent rente vir die tydperk van een jaar vanaf die datum van diensbeëindiging. Geen bystand is ten opsigte van 'n eis ingevolge hierdie subklousule betaalbaar aan 'n lid wat uit die Nywerheid bedank nie, tot tyd en wyl 'n tydperk van minstens een jaar verloop het vanaf die tyd waarop die eiser se bydraes gestaak is. Ingeval geen eis binne een jaar vanaf die datum van diensbeëindiging in die Nywerheid ontvang word nie, val die

the benefits payable shall revert to the Fund for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall however, in the event of a claim being received within a period of five years from such date, be entitled, in its entire and absolute discretion, to make payments to the beneficiaries concerned out of the moneys which have reverted to the Fund.

(b) *Retirement benefits.*—Subject to paragraph (e) of this subclause, when the employment of a member terminates on or after the date on which he reaches the retirement date as specified in paragraphs (a) or (b) of the definition of "retirement date", the benefits payable to him shall be calculated at the rate of R12 for each year of completed service from his entry date, in accordance with the table of payments as set out in column 7 of Annexure A.

(c) *Retirement benefits on the grounds of physical incapacity.*—Whenever a member satisfies the Committee, in consultation with his employer and a medical practitioner approved by the Committee, that by reason of ill-health or other physical incapacity he is permanently unfit to continue at work in the Industry, the benefits payable shall be the amount to which the member would have been entitled had he at the date his employment terminates reached the retirement date as specified in paragraphs (a) or (b) of the definition of "retirement date".

(d) *Death benefits.*—(i) Upon the production of proof of the death of a member, the benefits payable shall be the amount which would have been payable had the member on the date of his death retired on the grounds of physical incapacity, plus an amount of R50 if the deceased was a member of the Fund for a period of 10 years or more from his entry date.

(ii) Where a retired member who is in receipt of benefits in monthly instalments in terms of clause 9 (2) or (3) dies before receiving full payment of the benefit due to him in terms of this clause, the balance due to him shall be paid, plus the R50 death benefit where this is applicable under paragraph (d) (i) above.

(e) *Long service benefits.*—A member who, after his entry date, has been in the service of his last employer for a period of not less than 10 (ten) years may, at the discretion of the Management Committee, on retirement, receive a cash benefit calculated at the rate of R14 for each year of completed service from his entry date, and as set down in column 3 of Annexure A.

(2) Notwithstanding the provisions of subclause (1) the Management Committee may, if in its opinion the resources of the Fund justify it, extend or increase the minimum benefits therein set out, or relax any of the qualifying conditions; the said Committee being entitled to exercise such discretion in respect of any individual member or any portion of the membership or of all the members. No payments shall be made in terms of clause 9 unless application therefor has been made and, where applicable, within the periods specified.

9. PAYMENT OF BENEFITS

(1) No benefits shall be paid out for a period of 3 (three) full calendar months from the date of this Agreement coming into force.

(2) Notwithstanding the provisions of clause 8, instead of a cash benefit on retirement, the Management Committee, at its discretion, may grant an increased benefit to be paid in monthly instalments over a period not exceeding one year from the retirement date of a member, such benefits in respect of retirement benefits [clause 8 (1) (a), (b) or (c)] being as set out in column 2 in the table of payments contained in Annexure A.

(3) The increased benefit payable under subclause (2) is equally applicable to members receiving the increased benefits under clause 8 (1) (e) at the discretion of the Management Committee, and shall be as set out in column 4 of Annexure A.

(4) Payment of monthly benefits shall be at the registered office of the Fund, before noon on the last day of each month, excluding Saturdays, Sundays and public holidays.

(5) Where a member's years of service are in excess of those set down in Annexure A (Table of Payments), the same method of calculation pro rata to the amount shall apply.

(6) (a) In the event of the death of a member before or after retirement date, the benefits payable under clause 8 (1) (d) shall be paid to his nominee. For the purpose of clause 7 (4) every member shall, on joining the Fund, appoint one nominee and shall advise his employer of the address and identity number of such nominee. In the event of a member wishing to change his nominee at a later date, he shall advise his employer, who shall advise the Secretary, in writing, of such change of name, identity number and address. Every member shall furnish his employer with the name, identity number where available, and address of dependants and any change of address of dependants or nominees, and every employer shall advise the Secretary thereof in writing.

betaalbare bystand terug aan die Fonds ten bate van die oorblywende lede en bestaan daar daarna geen verdere vordering teen die Fonds nie: Met dien verstande egter dat die Bestuurskomitee geregtig is om, ingeval 'n eis binne vyf jaar na sodanige datum ontvang word, na volgestrekte goedvinde betalings aan die betrokke bevoordeeldes te doen uit gelde wat aan die Fonds teruggeval het.

(b) *Bystand by aftreding.*—Behoudens paragraaf (c) van hierdie subklousule, as die diens van 'n lid eindig op of na die datum waarop hy die aftreedatum bereik soos in paragrafe (a) of (b) van die woordskrywing van "aftreedatum", gespesifiseer word die bystand aan hom betaalbaar bereken teen R12 vir elke jaar voltooië diens vanaf die datum van sy toetreding, ooreenkomstig die tabel van betalings soos in kolom 1 van Aanhangel A uiteengesit.

(c) *Bystand by aftreding op grond van liggaamlike ongeskiktheid.*—Wanneer 'n lid die Komitee, in oorleg met sy werkgever en 'n geneesheer deur die Komitee goedgekeur, daarvan oortuigt dat hy weens swak gesondheid of ander liggaamlike ongeskiktheid permanent ongeskik is om sy werk in die Nywerheid voort te sit, is die bestand betaalbaar die bedrag waarop die lid geregtig sou gewees het as hy op die datum waarop sy diens eindig die aftreedatum bereik het soos gespesifiseer in paragrafe (a) of (b) van die woordskrywing van "aftreedatum".

(d) *Sterftebystand.*—(i) By voorlegging van bewys van die afsterwe van 'n lid is die bystand betaalbaar die bedrag wat betaalbaar sou gewees het as die lid op die datum van sy dood op grond van liggaamlike ongeskiktheid afgetree het, plus 'n bedrag van R50 indien die lid vir 'n tydperk van 10 jaar of langer na die datum van sy toetreding 'n lid van die Fonds was.

(ii) As 'n afgetrede lid wat ingevolge klousule 9 (2) of (3) bystand in maandelikse paaiement ontvang, sterf voordat hy volle betaling ontvang het van die bystand ingevolge hierdie klousule aan hom verskuldig, moet die saldo wat aan hom verskuldig is, betaal word, plus R50 sterftebystand waar dit ingevolge paragraaf (d) (i) hierbo van toepassing is.

(e) *Bystand vir lang diens.*—'n Lid wat na die datum van sy toetreding vir 'n tydperk van minstens 10 (tien) jaar by sy laaste werkgever in diens was, kan na goedvinde van die Bestuurskomitee by aftreding 'n kontantbystand ontvang, bereken teen R14 vir elke voltooië jaar diens na die datum van sy toetreding en soos in kolom 3 van Aanhangel A uiteengesit.

(2) Ondanks die bepalinge van subklousule (1) kan die Bestuurskomitee, indien die geld van die Fonds dit na sy mening regverdig, die minimum bystand wat daarin gemeld word, uitbrei of verhoog, of enige van die kwalifiserende voorwaardes verslap; en gemelde komitee is daarop geregtig om na goedvinde hierdie bevoegdhede ten opsigte van 'n individuele lid of 'n gedeelte van die lede of al die lede uit te oefen. Geen betalings word ingevolge klousule 9 gedoen nie tensy daarom aansoek gedoen is en, waar dit van toepassing is, binne die gespesifiseerde tydperke.

9. BETALING VAN BYSTAND

(1) Geen bystand word vir 'n tydperk van 3 (drie) volle kalendermaande na die datum waarop hierdie Ooreenkoms bindend word, betaal nie.

(2) Ondanks die bepalinge van klousule 8 kan die Bestuurskomitee, in plaas van 'n kontantbystand by aftreding na goedvinde 'n verhoogde bystand toestaan wat oor 'n tydperk van hoogstens een jaar na die aftreedatum van 'n lid in maandelikse paaiement betaal moet word, en sodanige bystand ten opsigte van bystand by aftreding [klousule 8 (1) (a), (b) of (c)] moet wees soos uiteengesit in kolom 2, in die tabel van betalings in Aanhangel A vervat.

(3) Die verhoogde bystand betaalbaar kragtens subklousule (2) is eweneens van toepassing op lede wat die verhoogde bystand kragtens klousule 8 (1) (e) na goedvinde van die Bestuurskomitee ontvang, en is soos in kolom 4 van Aanhangel A uiteengesit.

(4) Die betaling van maandelikse bystand geskied voor 12-uur middag op die laaste dag van elke maand, uitgesonderd Saterdag, Sondag en openbare vakansiedae, by die geregistreerde kantoor van die Fonds.

(5) Waar 'n lid se diensjare meer is as dié wat in Aanhangel A (Tabel van Betalings) uiteengesit is, is dieselfde metode van berekening pro rata volgens die bedrag van toepassing.

(6) (a) Ingeval 'n lid voor of na die aftreedatum te sterwe kom word die bystand betaalbaar kragtens klousule 8 (1) (d) aan sy benoemde betaal. Vir die toepassing van klousule 7 (4) moet elke lid, wanneer hy by die Fonds aansluit, een benoemde aansel en sy werkgever van die adres en persoonsnommer van die benoemde verwittig. Ingeval 'n lid sy benoemde op 'n later datum wil verander, moet hy sy werkgever daarvan verwittig, en sy werkgever moet die Sekretaris skriftelik van sodanige verandering van naam, persoonsnommer en adres verwittig. Elke lid moet die naam, persoonsnommer, as dit beskikbaar is, en adres van afhanklikes aan sy werkgever verstrek en hom van 'n adresverandering van afhanklikes of benoemdes verwittig, en elke werkgever moet die Sekretaris skriftelik daarvan in kennis stel.

(b) In the event of a member failing to make a nomination in terms of paragraph (a) hereof, or of the nominee predeceasing the member, the Committee shall pay the benefits to such dependants of the member as it, in its discretion, may deem fit. The Committee shall, in its absolute discretion, have the power to decide whether the member has left more than one dependant and, if he has left more than one dependant, upon the allocation of the benefits among such dependants.

(c) Every employer shall notify the Secretary of the death of any member in his employ. The Secretary shall, as soon as possible, upon receiving information from any source of the death of a member, notify the dependant or nominee, as the case may be, by letter or circular stating the name and last known place of work of the deceased contributor and the fact that benefits may be claimed at an address specified by the Management Committee.

(d) In the event of the Secretary not having been notified of the latest address of a dependant or appointed nominee and the Management Committee not being able to trace the dependant or appointed nominee at his/her last known address and no claim for benefits due in terms of this clause being made within six weeks of the proof of death of a contributor, the Management Committee shall insert an advertisement in three consecutive issues of two newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased contributor was normally resident, stating the name and last known place of work of the deceased contributor and the fact that benefits may be claimed by the dependant or nominee at an address specified by the Management Committee. From any moneys payable in terms of this clause shall be deducted the cost of advertisement, if any.

(e) If within six months after the death of a member no claim is made by a dependant or nominee or the Committee has, in terms of paragraphs (b), (c) and (d) of this subclause, been unable to trace any dependants or nominees, it shall be assumed that there are no dependants or nominees and the benefits shall revert to the Fund for the benefit of the remaining members and there shall thereafter be no further claim against the Fund: Provided that the Management Committee shall, in the event of a claim being received within a period of three years after the death of a member, be entitled, in its entire and absolute discretion, to make payments to the dependants or nominees concerned out of the moneys which have reverted to the Fund.

10. MODIFICATIONS

The Management Committee may, if in its opinion the resources of the Fund justify it, by resolution, for any period specified by it until further resolution, relax any of the qualifying conditions or waive or modify any of the prohibitions, limitations or restrictions contained in this Agreement, and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such waivers or modifications.

11. BENEFITS NOT TO BE CEDED OR ASSIGNED

Benefits accrued or payable in terms of this Agreement shall not be—

(a) capable of being ceded, assigned, transferred or made over in any way, either generally or as security for any debt or obligation due by the contributor, and the Fund shall be under no obligation to recognise, acknowledge or act on any such undertaking or document which purports to be such a cession, assignment, transfer or making over; or

(b) capable of being attached by an order or process of court; or

(c) set off against any debt owing by the person entitled to such benefit.

12. FINANCIAL CONTROL

(1) A banking account or building society account shall be opened in the name of the Fund in which all moneys received by the Fund shall be deposited.

(2) Cheques or withdrawal forms required to be drawn on a banking institution or a building society or any deposit or investment accounts of the Fund shall be signed on behalf of the Fund by any two of the following: Chairman, Vice-Chairman and Secretary.

(3) All moneys due to the Fund shall be remitted to the Secretary of the Fund for deposit in the Fund's banking or building society account.

(b) Ingeval 'n lid versuim om ingevolge paragraaf (a) hiervan 'n benoeming te doen of indien die benoemde voor die lid sterf, moet die Komitee die bystand aan sodanige afhanklikes van die lid betaal as wat hy na eie goeddunke goed ag. Die Komitee het na volgestrekte goedvinde die bevoegdheid om te besluit of die lid meer as een afhanklike agtergelaat het, en om, as hy meer as een afhanklike agtergelaat het, te besluit oor die toewysing van bystand aan dié afhanklikes.

(c) Elke werkgewer moet die Sekretaris van die afsterwe van 'n lid in sy diens verwittig. Die Sekretaris moet so gou doenlik nadat hy uit enige bron inligting van die afsterwe van 'n lid ontvang het die afhanklike of benoemde, na gelang van die geval, per brief of omsendbrief in kennis stel met vermelding van die naam en jongsbekende werkplek van die oorlede bydraer en die feit dat bystand geëis kan word by 'n adres deur die Bestuurskomitee gespesifiseer.

(d) Ingeval die Sekretaris nie van die jongste adres van 'n afhanklike of aangestelde benoemde verwittig is nie en die Bestuurskomitee nie in staat is om die afhanklike of aangestelde benoemde by sy jongsbekende adres op te spoor nie en geen eis om bystand verskuldig ingevolge hierdie klousule binne ses weke na die bewys van die afsterwe van 'n bydraer ingestel word nie, moet die Bestuurskomitee 'n advertensie plaas in drie opeenvolgende uitgawes van twee koerante wat in die Republiek van Suid-Afrika sirkuleer, waarvan een 'n koerant moet wees wat in omloop is in die distrik waar die oorlede bydraer normaalweg woonagtig was, met vermelding van die naam en jongsbekende werkplek van die oorlede bydraer en die feit dat bystand deur die afhanklike of benoemde geëis kan word by 'n adres deur die Bestuurskomitee gespesifiseer. Die advertensiekoste as daar is, moet afgetrek word van gelde betaalbaar ingevolge hierdie klousule.

(e) Indien daar binne ses maande na die dood van 'n lid nog geen eis deur 'n afhanklike of benoemde ingestel is nie of die Komitee ingevolge paragrafe (b), (c) en (d) van hierdie subklousule geen afhanklikes of benoemdes kon opspoor nie, moet daar aanvaar word dat daar geen afhanklikes of benoemdes is nie en val die bystand aan die Fonds terug ten bate van die oorblywende lede en bestaan daar daarna geen vordering teen die Fonds nie: Met dien verstande dat die Bestuurskomitee geregtig is om ingeval 'n eis binne 'n tydperk van drie jaar na die dood van 'n lid ontvang word, na volgestrekte goedvinde betalings aan die betrokke afhanklikes of benoemdes te doen uit die gelde wat aan die Fonds teruggeval het.

10. WYSIGINGS

Die Bestuurskomitee kan, indien die middele van die Fonds dit na sy mening regverdig, by besluit, vir 'n tydperk deur hom gespesifiseer tot tyd en wyl 'n verdere besluit geneem word, enige van die kwalifiserende voorwaardes verslap of enigeen van die verbodsbepalings, beperkings of inkortings in hierdie Ooreenkoms vervat, ter syde stel of wysig, en in die tydperk waarin sodanige besluit van krag is, is alle lede wat daarkragtens kwalifiseer, geregtig op bystand ingevolge sodanige tersydestellings of wysigings.

11. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Bystand wat ingevolge hierdie Ooreenkoms opgehoop het of betaalbaar is, mag nie—

(a) gesedeer, afgestaan, oorgedra of op enige wyse in die algemeen of as sekuriteit oorgemaak word vir enige skuld of verpligting wat deur die bydraer aangegaan is nie, en die Fonds is onder geen verpligting om so 'n onderneming of dokument te erken of daarvolgens te handel as voorgegee word dat dit so 'n sessie, afstand, oordrag of oormaking is nie; of

(b) kragtens 'n hofbevel of hofproses in beslag geneem word; of

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

12. FINANSIËLE BEHEER

(1) Daar moet 'n bank- of bouverenigingrekening of naam van die Fonds geopen word waarin alle geld wat deur die Fonds ontvang word, gedeponeer moet word.

(2) Tjeks of opvraastrokies wat op die bank- of bouverenigingrekening of deopsito- of beleggingsrekening van die Fonds getrek moet word, moet namens die Fonds deur enige twee van die volgende onderteken word: Voorsitter, Ondervoorsitter en Sekretaris.

(3) Alle geld wat aan die Fonds verskuldig is, moet aan die Sekretaris van die Fonds betaal word sodat dit in die bank- of bouverenigingrekening gedeponeer kan word.

(4) The Secretary of the Fund shall have the power to endorse all cheques and other documents on behalf of the Fund for deposit in the Fund's account: Provided that he or the Management Committee shall be entitled to appoint one or more alternates who shall be entitled to make such endorsements on behalf of the Fund.

(5) A public accountant or public accountants shall be appointed by the Management Committee for the purpose of auditing the accounts of the Fund at least once every year.

(6) Not later than 31 March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31 December preceding—

- (a) all moneys received by the Fund in terms of clause 7 of this Agreement and from any other sources;
- (b) the expenditure incurred under the separate headings.

(7) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the Fund as at 31 December preceding.

(8) The audited statement and balance sheet, countersigned by the Chairman of the Fund, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the Fund and copies thereof shall be transmitted to the Secretary for Labour, Pretoria, within three months of 31 December each year.

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

- (a) Stock of the Government of the Republic of South Africa or local government stock;
- (b) National Saving Certificates;
- (c) Post Office savings accounts or certificates;
- (d) savings accounts, permanent shares, or fixed or call deposits in building societies or banks; or
- (e) any other manner approved by the Registrar.

13. LIQUIDATION OR DISSOLUTION

(1) In the event of the expiry of this Agreement by effluxion of time or for any other cause and no subsequent Agreement providing for its continuation being entered into within a period of 12 months from the expiry of this Agreement, the Fund shall be liquidated as though the members had left the Industry, by the Management Committee which in the meantime shall continue to administer the Fund.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the Management Committee at that time shall, subject to the approval of the Industrial Registrar in terms of the first proviso to section 34 (2) of the Act, continue to administer the Fund and the members of the Committee existing at that date shall be deemed to be members thereof for such purpose: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representation on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated by the Committee or the trustee(s), as the case may be, as though the members had left the Industry.

(3) Upon liquidation of the Fund in terms of subclauses (1) and (2) and payment of money due to members in terms of those subclauses, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(4) Die Sekretaris van die Fonds het die bevoegdheid om alle tjeks en ander dokumente namens die Fonds te teken sodat in die Fondsrekening gedeponeer kan word: Met dien verstande dat hy of die Bestuurskomitee daarop geregtig is om een of meer sekondusse aan te stel wat namens die Fonds alle tjeks en ander dokumente kan teken.

(5) Die Bestuurskomitee moet 'n openbare rekenmeester of openbare rekenmeesters aanstel om die rekenings van die Fonds minstens een maal per jaar te ouditeer.

(6) Die openbare rekenmeester of openbare rekenmeesters moet voor of op 31 Maart elke jaar 'n staat opstel of laat opstel wat die volgende aantoon ten opsigte van die tydperk wat op die voorafgaande 31 Desember geëindig het—

- (a) alle geld wat die Fonds ingevolge klousule 7 van hierdie Ooreenkoms en uit ander bronne ontvang het;
- (b) die uitgawes wat onder die afsonderlike hoofde aangegaan is.

(7) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bates en laste van die Fonds soos op die voorafgaande 31 Desember aantoon.

(8) Die geouditeerde staat en balansstaat wat deur die Voorzitter van die Fonds medeonderteken is, tesame met die openbare rekenmeester of openbare rekenmeesters se verslag daarvoor, moet daarna by die kantoor van die Fonds ter insae lê en kopieë daarvan moet binne drie maande na 31 Desember elke jaar aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(9) Alle gelde wat nie nodig is om lopende betalings en uitgawes te dek nie, moet uitsluitlik soos volg belê word:

- (a) In Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Poskantoor spaarrekenings of -sertifikate;
- (d) in spaarrekenings, permanente aandele of vaste of oproep-deposito's in bouverenigings of banke; of
- (e) op enige ander wyse wat deur die Registrateur goedgekeur word.

13. LIKWIDASIE OF ONTBINDING

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk en geen latere ooreenkoms binne 'n tydperk van 12 maande na verstryking van hierdie Ooreenkoms aangegaan word wat vir die voortsetting daarvan voorsiening maak nie, moet die Fonds, asof die lede die Nywerheid verlaat het, gelikwider word deur die Bestuurskomitee wat in die tussentyd moet voortgaan om die Fonds te administreer.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens die Wet bindend is, moet die Bestuurskomitee wat die Fonds op daardie tydstip administreer, behoudens die goedkeuring van die Nywerheidsregistrateur ingevolge die eerste voorbehoudsbepaling van artikel 34 (2) van die Wet, voortgaan om die Fonds te administreer, en die lede wat op daardie datum in die Komitee dien, word vir sodanige doeleindes geag lede daarvan te wees: Met dien verstande egter dat die Registrateur 'n vakature wat in die Komitee ontstaan, kan vul uit die geledere van of die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersvertegenwoordigers in die Komitee ewe veel is. Ingeval sodanige Komitee nie in staat is nie of onwilling is om sy pligte te vervul, of ingeval daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onwenslik of ondoenlik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee of trustees het vir sodanige doeleindes al die bevoegdhede van die Komitee. As daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie moet die Fonds deur die Komitee of die Trustee(s), na gelang van die geval, gelikwider word asof die lede die Nywerheid verlaat het.

(3) Wanneer die Fonds ingevolge subklousules (1) en (2) hierbo gelikwider en geld aan lede verskuldig ingevolge hierdie subklousule betaal word, moet die geld wat in die krediet van die Fonds oorbly nadat al die eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort word, en indien die sake van die Raad reeds afgewikkel en sy bates verdeel is, moet die saldo van die Fonds verdeel word ooreenkomstig artikel 34 (4) van die Wet asof dit deel van die algemene Fondse van die Raad uitmaak.

14. INDEMNITY

(1) The members of the 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 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.

15. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent or agents, in accordance with the provisions of the Act, to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

16. EXEMPTIONS

(1) The Management Committee may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Management Committee shall fix in respect of any person granted exemption under the provisions of subclause (1) above, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Management Committee may, if it deems fit, after one week's notice, in writing, has been given to the person or persons concerned, withdraw any certificate of exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Fund shall issue to every person granted exemption in accordance with the provisions of this clause a certificate signed by him setting out—

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

(4) The Secretary of the Fund shall—

- (a) number consecutively all certificates issued;
- (b) retain a copy of such certificate issued; and
- (c) where an exemption is granted to a member, forward a copy of the certificate of exemption to the employer concerned.

(5) Every employer and member shall observe the provisions of any certificate of exemption issued in terms of this clause.

17. EXHIBITION OF AGREEMENT

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

18. ULTRA VIRES

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Durban on behalf of the parties this 8th day of November 1971.

J. W. E. GRANT, Chairman of the Council.
L. H. MARSHALL, Vice-Chairman of the Council.
HAROLD LEVIN, Secretary of the Council.

14. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die beamptes van die Fonds word nie aanspreeklik gehou vir enige daad wat 'n verlies vir die Fonds tot gevolg kan hê nie indien sodanige daad te goeder trou gepleeg is, en is nie aanspreeklik vir die skulde en laste van die Fonds nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan by of ten opsigte van die bona fide-nakoming van hul pligte.

(2) By die sekwestrasie of likwidasië van die werkgewer se boedel of wanneer ook al word die Raad nie aanspreeklik gehou vir bydraes wat afgetrek en vir bydraes deur die werkgewer verskuldig en betaalbaar wat nie in die Fonds gestort is nie.

15. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is elke werkgewer en elke werknemer se plig om sodanige agent of agente ooreenkomstig die Wet toe te laat om dié navrae te doen, en dié boeke en/of dokument te ondersoek en/of daarop beslag te lê en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

16. VRYSTELLING

(1) Die Bestuurskomitee kan aan of ten opsigte van enigeen vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Bestuurskomitee moet ten opsigte van enigeen aan wie daar kragtens subklousule (1) hierbo vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is: Met dien verstande dat die Bestuurskomitee na goedvinde nadat die betrokke persoon of persone een week skriftlik kennis gegee is, 'n vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Fonds moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen is 'n sertifikaat deur hom onderteken, uitreik waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Voorsorgfondsooreenkoms ten opsigte waarvan vrystelling verleen word;
- (c) die voorwaardes wat ingevolge subklousule (2) hiervan gestel word en waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Fonds moet—

- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
- (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
- (c) waar daar aan 'n lid vrystelling verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en lid moet die bepalings nakom van 'n vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik word.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei die amptelike landstale in die vorm in die regulasies kragtens die Wet voorgeskryf in elkeen van sy bedryfsinrigtings, met inbegrip van ontvangsdepots maar uitgesonderd voertuie, op 'n plek wat vir sy werknemers maklik toeganklik is, vertoon hou.

18. ULTRA VIRES

Indien 'n bevoegde geregshof enige van die bepalings van hierdie Ooreenkoms *ultra vires* verklaar, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye hierdie 8ste dag van November 1971 in Durban onderteken.

J. W. E. GRANT, Voorsitter van die Raad.
L. H. MARSHALL, Ondervoorsitter van die Raad.
HAROLD LEVIN, Sekretaris van die Raad.

ANNEXURE A
TABLE OF PAYMENTS

Length of service (completed years)	1 Cash benefit	2 Monthly benefit 11 months + one	3 Long service cash benefit	4 Monthly benefit 11 months + one
	R	R	R	R
1	12,00	1,00	1,50	—
2	24,00	2,00	3,00	—
3	36,00	3,00	4,50	—
4	48,00	4,00	6,00	—
5	60,00	5,00	7,50	—
6	72,00	6,00	9,00	—
7	84,00	7,00	10,50	—
8	96,00	8,00	12,00	—
9	108,00	9,00	13,50	—
10	120,00	10,00	15,00	140,00
11	132,00	11,00	16,50	154,00
12	144,00	12,00	18,00	168,00
13	156,00	13,00	19,50	182,00
14	168,00	14,00	21,00	196,00
15	180,00	15,00	22,50	210,00
16	192,00	16,00	24,00	224,00
17	204,00	17,00	25,50	238,00
18	216,00	18,00	27,00	252,00
19	228,00	19,00	28,50	266,00
20	240,00	20,00	30,00	280,00
21	252,00	21,00	31,50	294,00
22	264,00	22,00	33,00	308,00
23	276,00	23,00	34,50	322,00
24	288,00	24,00	36,00	336,00
25	300,00	25,00	37,50	350,00

AANHANGSEL A
TABEL VAN BETALINGS

Dienstyd (volle jare)	1 Kontant-bystand	2 Maandelikse bystand 11 maande + een	3 Kontant-bystand vir lang diens	4 Maandelikse bystand 11 maande + een
	R	R	R	R
1	12,00	1,00	1,50	—
2	24,00	2,00	3,00	—
3	36,00	3,00	4,50	—
4	48,00	4,00	6,00	—
5	60,00	5,00	7,50	—
6	72,00	6,00	9,00	—
7	84,00	7,00	10,50	—
8	96,00	8,00	12,00	—
9	108,00	9,00	13,50	—
10	120,00	10,00	15,00	140,00
11	132,00	11,00	16,50	154,00
12	144,00	12,00	18,00	168,00
13	156,00	13,00	19,50	182,00
14	168,00	14,00	21,00	196,00
15	180,00	15,00	22,50	210,00
16	192,00	16,00	24,00	224,00
17	204,00	17,00	25,50	238,00
18	216,00	18,00	27,00	252,00
19	228,00	19,00	28,50	266,00
20	240,00	20,00	30,00	280,00
21	252,00	21,00	31,50	294,00
22	264,00	22,00	33,00	308,00
23	276,00	23,00	34,50	322,00
24	288,00	24,00	36,00	336,00
25	300,00	25,00	37,50	350,00

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