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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 806

12 May 1972

INDUSTRIAL CONCILIATION ACT, 1956
LIQUOR AND CATERING TRADE,
EAST LONDON

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the area within a radius of five miles from the City Hall, East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the area within a radius of five miles from the City Hall, East London, and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—74891

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 806

12 Mei 1972

WET OP NYWERHEIDSVERSOENING, 1956
DRANK- EN VERVERSINGSBEDRYF,
OOS-LONDEN

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Verversingsbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebied binne 'n radius van vyf myl vanaf die Stadsaal, Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebied binne 'n radius van vyf myl vanaf die Stadsaal, Oos-Londen, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1—349

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, EAST LONDON

PROVIDENT FUND AGREEMENT

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

Licensed Victuallers Association of East London

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

and the

East London Liquor and Catering Trades Employees' Union and the

East London and Border Hotel European Employees' Union (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the area within a radius of five miles from the City Hall, East London, by all employers who are members of the employers' organisation and are engaged in the Liquor and Catering Trade, and by all employees who are members of the trade unions and are employed in that Trade.

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any expression used in the Agreement which is defined in the Act shall have the same meaning as in that Act and any reference to any act shall include any amendment of such act; further, where the context so admits, words importing the singular shall include the plural, words importing the masculine gender shall include the feminine gender and the following words and expressions shall have the following meanings:

"Act" means the Industrial Conciliation Act, 1956;

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

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

"commencement date" means the first day of the month following the date of coming into operation of this Agreement;

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

"contribution wage" means—

(a) in the case of employees who are paid weekly, the weekly wage multiplied by $4\frac{1}{2}$, or

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

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

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

"Fund" means the East London Liquor and Catering Trade Provident Fund established in terms of clause 4 of this Agreement;

"Liquor and Catering Trade" or "Trade" means the trade carried on by employers and their employees when conducting, whether temporary or permanently, the business of catering, hotel or bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1928, but does not include the trade carried on by an employer in terms of a restaurant, refreshment, or tea-room keeper's licence under Item 20 of Part 1 of the Second Schedule to the Licences Act, 1962, whether or not such employer is also the holder of a liquor licence under the Liquor Act, 1928, permitting the supply of liquor in his restaurant, refreshment or tea-room; nor does it include an employer holding a theatre licence, and his employees;

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS-BEDRYF, OOS-LONDEN

VOORSORGFONDSOOREENKOMS

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

Licensed Victuallers Association of East London

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

en die

East London Liquor and Catering Trades Employees' Union en die

East London and Border Hotel European Employees' Union (hierna die "werknemers" of "vakverenigings" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebied binne 'n radius van vyf myl vanaf die Stadsaal, Oos-Londen, deur alle werkgewers wat lede van die werkgewersorganisasie is en wat die Drank- en Verversingsbedryf uitoefen, en deur alle werknemers wat lede van die vakverenigings is en in daardie Bedryf in diens is.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet; voorts, tensy onbestaanbaar met die samehang, omvat woorde wat die enkelvoud aandui, ook die meervoud en woorde wat die manlike geslag aandui, ook vroue, en beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"Versekeringsmaatskappy" Homes Trust Life Assurance Company Limited;

"aanvangsdatum" die eerste dag van die maand wat volg op die datum waarop hierdie Ooreenkoms in werking tree;

"Komitee" of "Bestuurskomitee" die Bestuurskomitee wat die Raad kragtens klousule 8 van hierdie ooreenkoms aanstel;

"bydraeloon"—

(a) in die geval van werknemers wat weekliks besoldig word, vier en 'n derde maal die weeklikse loon, of

(b) in die geval van werknemers wat maandeliks besoldig word, die maandelikse loon;

"Raad" die Nywerheidsraad vir die Drank- en Verversingsbedryf, Oos-Londen;

"toetreedatum" die eerste dag van die maand waarin 'n werknemer wat daarop geregtig is, ooreenkomstig klousule 5 as lid van die Fonds toegelaat word;

"Fonds" die Voorsorgfonds vir die Drank- en Verversingsbedryf, Oos-Londen, ingestel ooreenkomstig klousule 4 van hierdie Ooreenkoms;

"Drank- en Verversingsbedryf" of "Bedryf" die bedryf uitgeoefen deur werkgewers en hul werknemers wanneer hulle, hetsy tydelik of permanent, die verversings-, hotel- of kroegbesigheid dryf, indien drank in verband met sodanige besigheid verskaf word en die verskaffing daarvan plaasvind ooreenkomstig 'n lisensie ingevolge die Drankwet, 1928, maar sluit nie in die bedryf wat uitgeoefen word deur 'n werkgewer ooreenkomstig 'n restaurant-, verversings- of teekamerlisensie ingevolge Item 20 van Deel I van die Tweede Bylae van die Wet op Lisensies 1962, nie, hetsy sodanige werkgewer ook in besit is, al dan nie, van 'n dranklisensie ingevolge die Drankwet, 1928, waarkragtens hy drank in sy restaurant, verversings- of teekamer mag verskaf; en sluit ook nie in 'n werkgewer wat die houer is van 'n teaterlisensie nie, en sy werknemers;

"Main Agreement" means the Agreement published under Government Notice R. 231 of 18 February 1972, and any amendments thereto or any subsequent wage agreement published for the Liquor and Catering Trade, East London;

"member" means an employee who is eligible for membership of the Fund in terms of clause 5 and in respect of whom contributions are made;

"retirement date" shall mean—

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

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

"supplementary account" means the separate account establishment in accordance with the rules and regulations of the Fund;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 6 of the Main Agreement and as prescribed for him in clause 4 of the Main Agreement, or where an employer regularly pays to an employee in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount.

4. ESTABLISHMENT AND OBJECT OF THE FUND

(1) There is hereby established a fund known as the East London Liquor and Catering Trade Provident Fund.

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

(3) The objects of the Fund shall be—

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

(b) to provide, on the death of a member prior to retirement, for payment to his beneficiary nominee;

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

(d) to assist members from the supplementary account in the manner provided in the rules of the Fund.

5. MEMBERSHIP

(1) Subject to the provisions of subclauses (2) and (3), membership of the Fund shall be compulsory for all males who on the commencement date are or thereafter become employed, other than in a temporary or casual capacity, in the Liquor and Catering Trade, East London, and who have attained their 16th birthday and who have not attained their 70th birthday.

(2) Membership of the Fund shall, however, not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is, or thereafter becomes a participant in and a member of any other fund which on the said date provided pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other Fund continues to operate and both employer and employee participate therein, if in the opinion of the Management Committee the benefits of such other Fund are, on the whole, not less favourable than the benefits provided by this Fund.

(3) Employees who—

(a) on the commencement date;

(b) become employed in the Liquor and Catering Trade for the first time and who earn R2 400 or more per annum shall not be eligible to become members of the Fund, except at the discretion of the Management Committee.

6. BENEFICIARIES

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

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

(a) A member's wife;

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

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

"Hoofdooreenkoms" die Ooreenkoms wat by Goewermentskennisgewing R. 231 van 18 Februarie 1972 gepubliseer is en alle wysigings daarvan of enige daaropvolgende loonooreenkoms wat vir die Drank- en Verversingsbedryf, Oos-Londen, gepubliseer word;

"lid" 'n werknemer wat ooreenkomstig klousule 5 vir lidmaatskap van die Fonds in aanmerking kom en ten opsigte van wie bydraes gedoen word;

"aftredingsdatum"—

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

(b) in die geval van 'n lid wat op of na sy 60ste verjaarsdag tot die Fonds toetree het, die laaste dag van die maand waarin hy aftree of die laaste dag van die maand waarin hy sy 70ste verjaarsdag bereik, naamlik die vroegste van die twee datums;

"aanvullende rekening" die afsonderlike rekening wat ooreenkomstig die reëls en regulasies van die Fonds in die lewe groep is;

"loon" daardie gedeelte van die besoldiging wat in geld betaalbaar is aan 'n werknemer ten opsigte van sy gewone werkure in klousule 6 van die Hoofdooreenkoms bedoel en wat in klousule 4 van die Hoofdooreenkoms vir hom voorgeskryf is, of waar 'n werknemer gereeld aan 'n werknemer ten opsigte van sodanige gewone werkure 'n bedrag betaal wat hoër is as die voorgeskrewe bedrag, sodanige hoër bedrag.

4. INSTELLING EN DOELSTELLINGS VAN FONDS

(1) Daar word hierby 'n Fonds ingestel wat bekend staan as die Voorsorgfonds van die Drank- en Verversingsbedryf, Oos-Londen.

(2) Die Fonds word beheer volgens sy reëls en regulasies wat van tyd tot tyd van krag is en die bystand wat die Fonds verskaf, word, afgesien van bystand wat uit die aanvullende rekening betaal word, verseker ingevolge 'n Hoofpolis wat deur die Versekeringmaatskappy uitgereik is.

(3) Die doelstelling van die Fonds is om—

(a) 'n kontantbedrag of jaargeld by aftreding op of na die gewone aftredingsdatum aan lede te betaal;

(b) as 'n lid voor sy aftreding te sterwe kom, voorsiening te maak vir betaling aan sy benoemde bevoordeelde;

(c) aan lede wat voor die gewone aftredingsdatum aftree bystand na goedvinde van die Bestuurskomitee te betaal;

(d) om uit die aanvullende rekening hulp aan lede te verleen op die wyse in die reëls van die Fonds voorgeskryf.

5. LIDMAATSKAP

(1) Behoudens subklousules (2) en (3), is lidmaatskap van die Fonds verpligtend vir alle mans wat op die aanvangsdatum in die Drank- en Verversingsbedryf, Oos-Londen, werksaam is, of na die aanvangsdatum daarin werksaam word, uitgesonderd in 'n tydelike of los hoedanigheid, en wat 16 jaar oud is maar nog nie die ouderdom van 70 jaar oud bereik het nie.

(2) Lidmaatskap van die Fonds is egter nie verpligtend nie vir 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer is aan en 'n lid is van (of dit daarna word) 'n ander fonds wat op genoemde datum pensioen- en voorsorgbystand verskaf het, wat op genoemde datum reeds bestaan en waaraan die werknemer van daardie werknemer op genoemde datum 'n deelnemer is, of vir die werknemer van sodanige werknemer, slegs gedurende dié tydperk wat sodanige ander fonds funksioneer en sowel die werknemer as die werknemer daaraan deelneem, as die bystand van dié ander fonds, na die mening van die Bestuurskomitee, oor die algemeen minstens net so gunstig is as die bystand wat hierdie Fonds verskaf.

(3) Werknemers wat—

(a) op die aanvangsdatum;

(b) vir die eerste keer in die Drank- en Verversingsbedryf in diens tree en wat R2 400 of meer per jaar ontvang, kom nie vir lidmaatskap van die Fonds in aanmerking nie, behalwe na goedvinde van die Bestuurskomitee.

6. BEVOORDEELDES

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

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

(a) 'n Lid se vrou;

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

(c) enige ander persoon wat die Bestuurskomitee goedkeur en wat die lid kragtens subklousule (1) van hierdie klousule benoem.

7. CONTRIBUTIONS

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

(2) The contributions referred to in subclause (1) shall be deducted by the employer from the wage of each member and shall be reflected through the wage records each and every month.

(3) Every employer shall contribute monthly an amount equal to the contributions referred to in subclause (1) in respect of each member in his employ.

(4) The Assurance Company shall compile a premium schedule which shall be rendered to the Council at the beginning of each month. The Council shall render the relevant premium schedule to each employer.

(5) The Assurance Company shall include in the Master Policy a schedule showing in respect of each year of age from 16 next birthday to 59 next birthday inclusive, the single premium required in a Fund Year to secure a with-profit pure endowment sum assured of R100.

(6) Each employer shall forward month by month by separate cheque the total members' and employer's contributions for the relevant month, together with the premium schedule for that month, to the Secretary for the Industrial Council for the Liquor and Catering Trade, P.O. Box 779, East London, so as to reach that office not later than the 15th day of the month following that in respect of which deductions were made.

8. ADMINISTRATION OF THE FUND

(1) (a) The administration of the Fund shall be vested in a Management Committee consisting of—

(i) three representatives to be appointed by the employers' organisation; and

(ii) three representatives to be appointed by the trade unions who shall be members of the Council and shall be appointed by the Council. The Chairman and Vice-Chairman of the Management Committee shall also be appointed from the representatives appointed by the Council.

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

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

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

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

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

9. FINANCIAL CONTROL

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

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

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

(4) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The payments to the Assurance Company and the accounts of the Fund shall be audited annually for the period ended 31 January.

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

7. BYDRAES

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

(2) Die bydraes in subklousule (1) bedoel, moet deur die werkgewer van die loon van elke lid afgetrek word en elke maand in die loonrekord getoon word.

(3) Elke werkgewer moet maandeliks 'n bedrag bydra wat gelyk is aan die bydraes in subklousule (1) bedoel ten opsigte van elke lid in sy diens.

(4) Die Versekeringsmaatskappy moet 'n premiebylae opstel wat aan die begin van elke maand aan die Raad oorhandig moet word. Die Raad moet die toepaslike premiebylae aan elke werkgewer stuur.

(5) Die Versekeringsmaatskappy moet in die Hoofpolis 'n bylae insluit waarin die enkelpremie wat in 'n Fondsjaar vereis word om 'n versekerde bedrag van R100 as 'n winsdelende uitkering by oorlewing te verkry, aangetoon word vir elke lewensjaar vanaf 16 by volgende verjaarsdag tot en met 59 by volgende verjaarsdag.

(6) Elke werkgewer moet maand vir maand per afsonderlike tjek die totaal van die lede en die werkgewer se bydraes vir die betrokke maand, tesame met die premiebylae vir daardie maand, aan die Sekretaris van die Nywerheidsraad vir die Drank- en Verversingsbedryf, Posbus 779, Oos-Londen, stuur sodat dit daardie kantoor bereik voor of op die 15de dag van die maand wat volg op die maand waarvoor die aftrekkings gedoen is.

8. ADMINISTRASIE VAN DIE FONDS

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

(i) drie verteenwoordigers deur die werkgewersorganisasie aangestel; en

(ii) drie verteenwoordigers deur die vakvereniging aangestel;

wat lede van die Raad is en deur die Raad aangestel moet word. Die Voorsitter en Ondervoorsitter van die Bestuurskomitee moet ook aangestel word uit die geledere van die verteenwoordigers wat deur die Raad aangestel word.

Die Raad moet uit sy ledetal 'n plaasvervanger vir elke verteenwoordiger aanstel.

(b) Die Raad het die bevoegdheid om sy eie prosedurereëls vir die Bestuurskomitee voor te skryf, dit te verander en te wysig en om reëls vir die administrasie van die Fonds te maak, dit te wysig en te verander: Met dien verstande dat sodanige reëls of wysigings daarvan nie met hierdie Ooreenkoms of die bepalings van enige wet onbestaanbaar mag wees nie.

'n Afskrif van sodanige reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid verstrek word.

'n Afskrif van die reëls en alle wysigings daarvan moet gedurende kantoorure by die kantoor van die Sekretaris van die Raad beskikbaar wees ter insae van enige werkgewer of bydraer.

(2) Twee werkgewersverteenwoordigers en twee werknemersverteenwoordigers maak 'n kworum uit en alle aangeleenthede word deur 'n meerderheidstem beslis.

9. FINANSIËLE BEHEER

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

(2) Die Fonds moet alle uitgawes betaal in verband met, of wat gepaard gaan met die bestuur of administrasie van die Fonds en die belegging daarvan, met inbegrip van ouditeurskoste.

(3) Alle betalings uit die Fonds word gedoen per tjek, getrek op die Fonds se rekening, en sodanige tjeks moet onderteken word deur die Voorsitter en die Ondervoorsitter van die Raad of 'n ander persoon wat die Raad kan aanstel en moet mede-onderteken word deur die Sekretaris of 'n ander persoon wat die Raad kan aanstel.

(4) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging uit die Fonds betaal moet word. Die betalings aan die Versekeringsmaatskappy en die rekenings van die Fonds moet jaarliks vir die tydperk geëindig 31 Januarie geouditeer word. Die geouditeerde staat en balansstaat moet deur die ouditeur van die Raad gesertifiseer en deur die Voorsitter van die Raad mede-onderteken word en moet daarna by die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na bogenoemde datum aan die Nywerheids-registrateur gestuur word.

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

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

10. 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.

11. DISPUTES

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

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF THE COUNCIL

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

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding, the Committee shall continue to administer the Fund and the members of such Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancies occurring on such Committee shall be filled by the Registrar from employers or employees in the Liquor and Catering Trade, East London, to ensure an equality of employer and employee representatives and alternates in the membership of such Committee.

In the event of the Committee being unable or unwilling to discharge its duties or a deadlock arising therefrom 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 such Committee for that purpose.

If upon the expiration of this Agreement there is no Council in existence the Fund shall be liquidated in the manner set forth in subclause (3) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the supplementary account under the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

13. AGENTS

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

14. EXEMPTIONS

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

15. EXHIBITION OF AGREEMENT

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

(5) Surplusfondse mag slegs belê word in—

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

10. VRYWARING

(1) Die lede van die Raad, die lede van die Bestuurskomitee en die beamptes van die Fonds word nie verantwoordelik gehou vir enige daad wat verlies vir die Fonds kan meebring nie, waar sodanige daad te goeder trou gedoen is, en is nie verantwoordelik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle aangaan in of in verband met die *bona fide*-uitvoering van hul pligte.

(2) By sekwestrasie of likwidasie van die werkgewer se boedel of in ander gevalle, word die Raad nie verantwoordelik gehou vir bydraes afgetrek en bydraes verskuldig en betaalbaar deur die werkgewer, wat nie aan die Fonds betaal is nie.

11. GESKILLE

Alle geskille betreffende die vertolking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms aangaande die administrasie van die Fonds wat die Bestuurskomitee nie in staat is om te besleg nie, moet na die Raad vir beslissing verwys word.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE RAAD

(1) As hierdie Ooreenkoms met verloop van tyd of om 'n ander rede verstryk en daar binne 12 maande van die verstrykingsdatum van die Ooreenkoms geen daaropvolgende ooreenkoms vir die voortsetting van die Fonds aangegaan word nie, of die Fonds nie deur die Raad oorgedra word nie na 'n ander fonds wat vir dieselfde doel gestig is, moet die Fonds deur die Bestuurskomitee gelikwideer word.

(2) As die Raad ontbind word of ophou funksioneer ingevolge artikel 34 (2) van die Wet gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Komitee voortgaan om die Fonds te administreer en die lede van sodanige Komitee op die datum waarop die Raad ophou funksioneer of ontbind word, word geag lede daarvan vir sodanige doeleindes te wees: Met dien verstande, egter, dat alle vakatures wat in sodanige Komitee ontstaan, deur die Registrateur gevul word uit die geledere van die werkgewers of werknemers in die Drank- en Verversingsbedryf, Oos-Londen, ten einde te verseker dat daar ewe veel werkgewers- en werknemers-verteenwoordigers en -plaasvervangers in die ledetal van sodanige Komitee is.

As die Komitee nie in staat is nie of onwillig is om sy pligte na te kom of '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 sodanige Komitee vir daardie doel uit te voer.

Indien daar by die verstryking van hierdie Ooreenkoms nie 'n Raad bestaan nie, moet die Fonds gelikwideer word op die wyse in subklousule (3) van hierdie klousule uiteengesit en as die sake van die Raad by sodanige verstryking reeds afgehandel en sy bates verdeel is, moet die saldo van die aanvullende rekening van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(3) By likwidasie van die Fonds ingevolge subklousule (1) hiervan, moet die geld waarmee die Fonds nog gekrediteer is na betaling van alle eise, met inbegrip van administrasie- en likwidasiestoste, in die algemene fondse van die Raad gestort word.

13. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die toepassing van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige agent toe te laat om dié persele te betree, dié navrae te doen, dié boeke of dokumente te ondersoek en dié persone te onder-
vra wat vir daardie doel nodig is.

14. VRYSTELLINGS

Die Raad kan op aanbeveling van die Bestuurskomitee vrystelling van die bepalingen van hierdie Ooreenkoms verleen op voorwaardes wat hy vasstel.

15. VERTONING VAN OOREENKOMS

Elke werkgewer binne die regsgebied van die Raad moet 'n eksemplaar van hierdie Ooreenkoms opgeplak hou op 'n opvallende plek op sy perseel wat vir lede van die Fonds toeganklik is.

ANNEXURE A

SCALE OF CONTRIBUTIONS AND LIFE ASSURANCE BENEFIT

Grade	Monthly contribution wage	Employer's monthly contributions	Member's monthly contributions	Estimated life assurance benefit for contributing member
		R	R	R
1	R 1 to R 24,99 inclusive.....	0,35	0,35	168
2	R 25 " R 39,99 "	0,85	0,85	408
3	R 40 " R 59,99 "	1,25	1,25	600
4	R 60 " R 79,99 "	1,75	1,75	840
5	R 80 " R 99,99 "	2,25	2,25	1 080
6	R100 " R119,99 "	2,75	2,75	1 320
7	R120 " R139,99 "	3,25	3,25	1 560
8	R140 " R159,99 "	3,75	3,75	1 800
9	R160 " R179,99 "	4,25	4,25	2 040
10	R180 " R199,99 "	4,75	4,75	2 280
11	R200 " R219,99 "	5,25	5,25	2 520
12	R220 " R239,99 "	5,75	5,75	2 760
13	R240 " R259,99 "	6,25	6,25	3 000
14	R260 " R279,99 "	6,75	6,75	3 240
15	R280 " R299,99 "	7,25	7,25	3 480

Thereafter for each R20 by which the monthly contribution wage is increased above R299,99, the member's as well as the employer's monthly contribution shall be increased by 50 cents and the life assurance benefits by R240.

AANHANGSEL A

BYDRAESKAAL EN LEWENSVERSEKERINGSBYSTAND

Graad	Maandelikse bydraeloon	Werkgewer se maandelikse bydraes	Lid se maandelikse bydraes	Geraamde lewensversekeringsbystand vir lid wat bydra
		R	R	R
1	R 1 tot en met R 24,99.....	0,35	0,35	168
2	R 25 " " R 39,99.....	0,85	0,85	408
3	R 40 " " R 59,99.....	1,25	1,25	600
4	R 60 " " R 79,99.....	1,75	1,75	840
5	R 80 " " R 99,99.....	2,25	2,25	1 080
6	R100 " " R119,99.....	2,75	2,75	1 320
7	R120 " " R139,99.....	3,25	3,25	1 560
8	R140 " " R159,99.....	3,75	3,75	1 800
9	R160 " " R179,99.....	4,25	4,25	2 040
10	R180 " " R199,99.....	4,75	4,75	2 280
11	R200 " " R219,99.....	5,25	5,25	2 520
12	R220 " " R239,99.....	5,75	5,75	2 760
13	R240 " " R259,99.....	6,25	6,25	3 000
14	R260 " " R279,99.....	6,75	6,75	3 240
15	R280 " " R299,99.....	7,25	7,25	3 480

Daarna, vir elke R20 waarmee die maandelikse bydraeloon bo R299,99 verhoog word, moet die lid sowel as die werkgewer se maandelikse bydrae met 50 sent en die lewensversekeringsbystand met R240 verhoog word.

Signed at East London this 22nd day of September 1971.

F. J. PHILLIPS, Chairman for the Industrial Council.

A. HORWITZ, Vice-Chairman for the Industrial Council.

R. G. EWING, Secretary for the Industrial Council.

Op hierdie 22ste dag van September 1971 in Oos-Londen onderteken.

F. J. PHILLIPS, Voorsitter van die Nywerheidsraad.

A. HORWITZ, Ondervoorsitter van die Nywerheidsraad.

R. G. EWING, Sekretaris van die Nywerheidsraad.

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