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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2128

21 October 1977

INDUSTRIAL CONCILIATION ACT, 1956

LIQUOR AND CATERING TRADE, PIETER-MARITZBURG. — PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that 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 30 September 1980, 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 (1), 2 and 13, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of Pietermaritzburg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Pietermaritzburg and with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 13, 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.

P. BOTHA, Minister of Labour.

65410—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 2128

21 Oktober 1977

WET OP NYWERHEIDSVersoening, 1956

DRANK- EN SPYSENIERSBEDRYF, PIETER-MARITZBURG.—VOORSORGFONDSOOREENOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Spyseniersbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1980 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde bedryf in die landdrosdistrik Pietermaritzburg; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1980 eindig, in die landdrosdistrik Pietermaritzburg *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde bedryf by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5782—1

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, PIETERMARITZBURG

PROVIDENT FUND AGREEMENT

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

Pietermaritzburg Hotel and Bottle-Store Keepers' Association (incorporating the Country Districts of Natal)

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

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

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

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

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

"contribution wage" means—

(a) in the case of employees who are paid weekly, the weekly wage multiplied by four and one-third; or

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

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

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

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

"Liquor and Catering Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of conducting any business, whether temporarily or permanently, on premises where the sale of liquor is carried on and in connection with which one or more of the following licences or authorities issued under the provisions of the Liquor Act, 1928, are required to be held:

- (a) Hotel liquor licence;
- (b) bottle liquor licence;
- (c) restaurant liquor licence;
- (d) wine and malt liquor licence;
- (e) temporary liquor licence;
- (f) meal time wine and malt licence;
- (g) theatre or sports ground liquor licence;
- (h) late hours occasional liquor licence;
- (i) special authority under section 100bis;
- (j) special authority under section 100sex; and
- (k) bar licence;

"Main Agreement" means the latest Agreement of the Council, published in terms of the Act, which prescribes wages for employees employed in the Trade;

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

"retirement date" means—

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

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERS-BEDRYF, PIETERMARITZBURG

VOORSORGFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956 (hierna die "Wet" genoem) gesluit deur en aangegaan tussen die

Pietermaritzburg Hotel and Bottle-Store Keepers' Association (wat die plattelandse distrikte van Natal inkorporeer)

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

The Natal Liquor and Catering Trade Employees' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrik Pietermaritzburg nagekom word deur alle werkgewers in die Drank- en Spyseniersbedryf wat lede van die werkgewersorganisasie is en deur alle werknemers wat in genoemde Bedryf werksaam is en wat lede van die vakvereniging is.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

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

"Versekeringsmaatskappy" Homes Trust Life Assurance Company Limited;

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

"bydraeloon"—

(a) in die geval van werknemers wat weekliks betaal word, vier en 'n derde maal die weekloon; of

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

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

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

"Nywerheidsraad" of "Raad" die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Pietermaritzburg;

"Drank- en Spyseniersbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is om sake te doen, hetsy tydelik of permanent, op 'n perseel waar drank verkoop word en ten opsigte waarvan daar een of meer van die ondergenoemde lisensies of magtigings kragtens die bepalings van die Drankwet, 1928, soos gewysig, gehou moet word:

- (a) Hoteldranklisensie;
- (b) botteldranklisensie;
- (c) restaurantdrinklisensie;
- (d) wyn-en-bierlisensie;
- (e) tydelike dranklisensie;
- (f) maaltyd-wyn-en-bierlisensie;
- (g) teater- of sportgronddrinklisensie;
- (h) nagtelike geleentheiddrinklisensie;
- (i) spesiale magtiging ingevolge artikel 100 bis;
- (j) spesiale magtiging ingevolge artikel 100 sex; en
- (k) kantienlisensie;

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

"uittreedatum"—

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

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

"Supplementary Account" means the separate account established in accordance with the rules and regulations of the Fund; "wage" means the wage as prescribed in clause 4 (1) of the Main Agreement and does not include commission, bonus or gratuity.

4. CONTINUATION AND OBJECTS OF THE FUND

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

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

(3) The objects of the Fund shall be—

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

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

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

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

5. MEMBERSHIP

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

(b) Females and general service employers may be admitted to voluntary membership of the Fund by the Industrial Council, provided that the employer of such employees has agreed thereto, in which event the provisions of this Agreement shall *mutatis mutandis* apply to such an employee and his or her employer.

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

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

(4) Employees who become employed in the Liquor and Catering Trade, Pietermaritzburg, for the first time and who, on entering the service of the employer, earn R3 000 or more per annum, are not eligible to become members of the Fund.

6. BENEFICIARIES

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

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

(a) A member's wife;

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

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

7. CONTRIBUTIONS

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

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

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

(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 afgetree of die laaste dag van die maand waarin hy sy 70ste verjaarsdag bereik, en wel die datum wat die eerste voorkom;

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

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

4. VOORTSETTING EN DOELSTELLINGS VAN DIE FONDS

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

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

(3) Die doelstellings van die Fonds is om—

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

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

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

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

5. LIDMAATSKAP

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

(b) Vroue en algemene dienstewerknemers kan deur die Nywerheidsraad tot vrywillige lidmaatskap toegelaat word, mits die werkgever van sodanige werknemers daartoe toestem, in welke geval hierdie Ooreenkoms *mutatis mutandis* op sodanige werknemer en sy of haar werkgever van toepassing is.

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

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

(4) Werknemers wat vir die eerste keer in diens tree by die Drank- en Spyseniersbedryf, Pietermaritzburg, en wat R3 000 of meer per jaar verdien wanneer hulle by die werkgever diens aanvaar, kom nie vir lidmaatskap van die Fonds in aanmerking nie.

6. BEVOORDEELDES

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

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

(a) 'n Lid se vrou;

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

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

7. BYDRAES

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

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

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

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

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

8. ADMINISTRATION OF THE FUND

(1) The administration, management and control of the Fund and the payment of benefits from the Fund shall be vested in the Industrial Council and the Chairman and Vice-Chairman of the Council shall *ipso facto* be the Chairman and Vice-Chairman respectively of the Provident Fund.

(2) The Industrial Council shall have the power to prescribe, alter and amend its own rules of procedure 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 other law.

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

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

9. FINANCIAL CONTROL

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

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

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

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

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

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

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

10. INDEMNITY

(1) The members and Secretary of the Council 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 an employer not paid into the Fund, upon the sequestration or liquidation of the employers' estate or at all.

11. DISPUTES

Any dispute concerning the interpretation, meaning or intention of any of the provisions of this Agreement concerning the administration of the Fund shall be decided by the Council.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF THE INDUSTRIAL COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, and if no subsequent agreement is negotiated for the purpose of continuing the operation of the Fund or the Fund is not transferred by the Industrial

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

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

8. ADMINISTRASIE VAN DIE FONDS

(1) Die administrasie, bestuur en beheer van die Fonds en die betaling van bystand uit die Fonds berus by die Nywerheidsraad, en die voorsitter en ondervoorsitter van die Raad is *ipso facto* onderskeidelik die voorsitter en ondervoorsitter van die Voorsorgfonds.

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

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

9. GELDELIKE BEHEER

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

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

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

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

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

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

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

10. VRYWARING

(1) Die lede en die Sekretaris van die Raad mag nie verantwoordelik gehou word vir enige daad wat tot verlies vir die Fonds kan lei as sodanige daad te goeder trou verrig is nie en hulle is nie aanspreeklik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of ten opsigte van die bona fide-uitvoering van hul pligte.

(2) Die Raad mag nie verantwoordelik gehou word vir enige bydrae wat afgetrek is en vir enige bydraes deur 'n werkgever verskuldig en betaalbaar wat by die sekwestrasie of likwidasië van die werkgever se boedel of hoegenaamd nie in die Fonds gestort is nie.

11. GESKILLE

Enige geskil aangaande die uitleg, betekenis of bedoeling van enige van die bepalinge van hierdie Ooreenkoms betreffende die administrasie van die Fonds moet deur die Raad beslis word.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE NYWERHEIDSRAAD

(1) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk en geen ander ooreenkoms aangegaan word met die doel om die werksaamhede van die Fonds voort te sit nie, of as die Fonds nie binne 12 maande na die datum van

Council to any other fund constituted for the same purpose within 12 months from the date of expiry of the Agreement, the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding the members and alternates of the Council at the date on which the Council ceases to function or is dissolved shall be deemed to be members and alternates of such Council for the purpose of administering the Fund and shall continue to administer the Fund: Provided, however, that any vacancies occurring on such Council shall be filled by the Registrar from employers or employees in the Liquor and Catering Trade, Pietermaritzburg, so as to ensure an equality of employer and employee representatives and alternates in the membership of such Council. In the event of such Council's being unable or unwilling to discharge its duties or a deadlock arising 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 Council for such purpose. If there is no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated in the manner set forth in subclause (2) of this clause; and if upon such expiry 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 to the credit of the Fund after payment of all claims, including administration and liquidation expenses, shall be paid into the general funds of the Industrial Council.

13. AGENTS

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

14. EXEMPTIONS

The Industrial Council may grant such exemptions from the terms of this Agreement on such terms and conditions as it may determine.

15. EXHIBITION OF AGREEMENT

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

Signed at Pietermaritzburg this 21st day of June 1977.

J. GOLDBERG, Chairman of the Council.

A. C. REDDY, Vice-Chairman of the Council.

F. R. STAPLES, Secretary of the Council.

ANNEXURE A

SCALE OF CONTRIBUTIONS AND LIFE ASSURANCE BENEFIT

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

verstryking van die Ooreenkoms deur die Nywerheidsraad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is nie, moet die Fonds gelikwider word.

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

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

13. AGENTE

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

14. VRYSTELLINGS

Die Nywerheidsraad kan sodanige vrystellings van die bepaling van hierdie Ooreenkoms verleen op sodanige voorwaardes as wat hy vasstel.

15. VERTONING VAN OOREENKOMS

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

Op hede die 21ste dag van Junie 1977 te Pietermaritzburg onderteken.

J. GOLDBERG, Voorsitter van die Raad.

A. C. REDDY, Ondervoorsitter van die Raad.

F. R. STAPLES, Sekretaris van die Raad.

AANHANGSEL A

SKAAL VAN BYDRAES EN LEWENSVERSEKERINGS-BYSTAND

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

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