

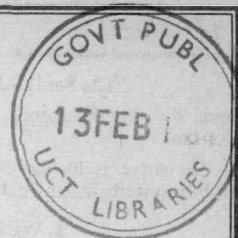


STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE



REGULASIEKOERANT No. 3670

REGULATION GAZETTE No. 3670

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 165

10 Februarie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

DRUK- EN NUUSBLADNYWERHEID, R.S.A.—PENSIOENFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde ooreenkoms, uitgesonderd dié vervat in klousules 2 (1) (a), 2 (2), 7 (3), 7 (4) (b), 8 (1), tot en met (9), 14 (2) en 15 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NATIONALE NYWERHEIDSRaad VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

PENSIOENFONDSOOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangeaan tussen

The South African Printing and Allied Industries Federation

en

The Newspaper Press Union of South Africa

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 165

10 February 1984

LABOUR RELATIONS ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY, R.S.A.—PENSION FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 (1) (a), 2 (2), 7 (3), 7 (4) (b), 8 (1) to (9) (inclusive), 14 (2) and 15 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA

PENSION FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

The South African Printing and Allied Industries Federation

and

The Newspaper Press Union of South Africa

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

The South African Typographical Union

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

wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

1. WOORDOMSKRYWING

Tensy dit uit die samehang anders blyk, sluit alle woorde en uitdrukings wat die manlike geslag aandui ook vroue in; woorde wat die enkelvoud aandui, sluit die meervoud in, en omgekeerd; voorts, tensy dit strydig met die samehang is, beteken—

"aktiewe lid" 'n lid wat volle bydraes aan die vakvereniging betaal volgens die konstitusie van daardie liggaam en wat in daardie konstitusie 'n gewone lid genoem word, en het "aktiewe lidmaatskap" 'n ooreenstemmende betekenis;

"jaarlikse pensioengewende loon" 'n lid se pensioengewende weeklikse loon, vermenigvuldig met 52;

"bydraende onaktiewe lidmaatskap" 'n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin die lid die bydraes van sowel die werkgever as die werknemer aan die Fonds betaal;

"Raad" die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika;

"afhanklike" iemand wat, na die mening van die Beheerraad, van die afgestorwe lid van die Fonds afhanklik was;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad;

"Fonds" die Pensioenfonds in klousule 3 hiervan genoem;

"Beheerraad" die Beheerraad van die vakvereniging;

"Graad I-lid" 'n werknemer vir wie 'n minimum loonskaal in klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36 en Tabel 22 van klousule 40 voorgeskryf word en 'n chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofoorreenskoms bedoel, en "Graad I-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad II-lid" 'n werknemer, behalwe 'n Graad I-lid, of 'n fabriekshelper, wat 18 maande of langer ervaring in die Nywerheid opgedoen het en vir wie 'n minimum loonskaal in die Hoofoorreenskoms voorgeskryf word, sowel as elke vakleerling, en "Graad II-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad III-lid" 'n werknemer, behalwe 'n Graad I- of 'n Graad II-lid of 'n fabriekshelper, wat minder as 18 maande ervaring in die Nywerheid opgedoen het en vir wie 'n minimum loonskaal in die Hoofoorreenskoms voorgeskryf word, en "Graad III-lidmaatskap" het 'n ooreenstemmende betekenis;

"Graad IV-lid" 'n fabriekshelper vir wie 'n minimum loonskaal in die Hoofoorreenskoms voorgeskryf word en wat 'n lid van die vakvereniging is;

"onaktiewe lid" iemand wat 'n onaktiewe lid van die vakvereniging is volgens die konstitusie van daardie liggaam, en "onaktiewe lidmaatskap" het 'n ooreenstemmende betekenis;

"Nywerheid" die Druk- en Nuusbladnywerheid van Suid Afrika;

"lidmaatskap" ononderbroke aktiewe of bydraende onaktiewe lidmaatskap van die vakvereniging, uitgesonderd enige ander tydperk van Graad III- of Graad IV-lidmaatskap voor 16 Maart 1981, behalwe Graad III-lidmaatskap van vakleerlinge vanaf 1 Julie 1959, of skorsing deur die vakvereniging of, in die geval van nie-lede van die vakvereniging, lidmaatskap van die Fonds;

"minimum lone" die loonskaal wat van tyd tot tyd in die Hoofoorreenskoms vir die Nywerheid gepubliseer word;

"nuwe lid" iemand wat op of na 1 Julie 1959 tot lidmaatskap van die vakvereniging toegelaat is of, in die geval van nie-lede van die vakvereniging, na 31 Desember 1974 tot lidmaatskap van die Fonds toegelaat is;

"nuwe pensioenaris" iemand wat op of na 1 Januarie 1981 aftree geag word ooreenkomstig klousule 10 (2) (e) af te getree het;

"nie-bydraende onaktiewe lidmaatskap" 'n tydperk van onaktiewe lidmaatskap van die vakvereniging waarin geen bydraes aan die Fonds betaal word nie;

"gewone aftree-ouderdom" die datum waarop die lid sy pensioenleeftyd bereik;

"ou lid" iemand wat op 30 Junie 1959 lid van die vakvereniging was;

"ou pensioenaris" iemand wat op 31 Desember 1980 'n aftreetoelae ontvang het;

"pensioenleeftyd" die ouderdom van 65 jaar, behalwe dat vroue wat op 31 Desember 1980 lede was, die keuse het om op die ouderdom van 55 jaar af te tree;

"pensioengewende loon" die minimum loon in klousule 6 van die Hoofoorreenskoms voorgeskryf, naamlik:

(a) Vir Graad I-lede beteken die pensioengewende loon die stedelike loonskaal in Tabel 1, Skaal 1, voorgeskryf;

The South African Typographical Union

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

being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

1. DEFINITIONS

Unless the contrary intention appears, all words and expressions importing the masculine gender shall include the feminine; words signifying the singular number shall include the plural, and vice versa; further, unless inconsistent with the context—

"active member" means a member who pays full subscriptions to the union in accordance with the constitution of that body and is referred to in that constitution as an ordinary member, and "active membership" has a corresponding meaning;

"annual pensionable wages" means a member's pensionable weekly wage, multiplied by 52;

"contributory inactive membership" means a period of inactive membership of the union during which the contributions of both employer and employee are paid to the Fund by the member;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa;

"dependant" means a person who, in the opinion of the Governing Board, was dependent upon the deceased member of the Fund;

"Executive Committee" means the Executive Committee of the Council;

"Fund" means the Pension Fund referred to in section 3 hereof;

"Governing Board" means the Governing Board of the union;

"Grade I member" means an employee for whom a minimum wage rate is prescribed in section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36 and Table 22 of section 40 and a process mounter entitled to not less than the top rate of wages referred to in Table 4 of the Main Agreement, and "Grade I membership" has a corresponding meaning;

"Grade II member" means an employee, other than a Grade I member or a factory aid, who has had 18 months' or more experience in the Industry and for whom a minimum wage rate is prescribed in the Main Agreement, as well as every apprentice, and "Grade II membership" has a corresponding meaning;

"Grade III member" means an employee, other than a Grade I or Grade II member or a factory aid, who has had less than 18 months' experience in the Industry and for whom a minimum wage rate is prescribed in the Main Agreement, and "Grade III membership" has a corresponding meaning;

"Grade IV member" means a factory aid for whom a minimum wage rate is prescribed in the Main Agreement and who is a member of the union;

"inactive member" means a person who is an inactive member of the union in accordance with the constitution of that body, and "inactive membership" has a corresponding meaning;

"Industry" means the Printing and Newspaper Industry of South Africa;

"membership" means continuous active or contributory inactive membership of the union, excluding any period of Grade III or Grade IV membership prior to 16 March 1981, other than Grade III membership of apprentices from 1 July 1959, or suspension by the union or, in the case of non-members of the union, membership of the Fund;

"minimum wages" mean the wage rates published from time to time in the Main Agreement for the Industry;

"new member" means a person who was admitted to membership of the union on or after 1 July 1959 or, in the case of non-union members, to membership of the Fund after 31 December 1974;

"new pensioner" means a person who retires, or is deemed to have retired in accordance with section 10 (2) (e), on or after 1 January 1981;

"non-contributory inactive membership" means a period of inactive membership of the union during which no contributions are paid to the Fund;

"normal retirement date" means the date on which the member attains his pensionable age;

"old member" means a person who was a member of the union on 30 June 1959;

"old pensioner" means a person who was in receipt of a retirement allowance on 31 December 1980;

"pensionable age" means the age of 65 years, except that females who were members as at 31 December 1980 shall have the option to retire at the age of 55;

"pensionable wage" refers to the minimum wages prescribed in section 6 of the Main Agreement and shall be as follows:

(a) For Grade I members, the pensionable wage means the urban rate prescribed in Table 1, Scale 1;

(b) vir Graad II-lede vir wie minimum lone voorgeskryf word teen 'n skaal wat meer is as die hoogste stedelike loonskaal in Tabel 10 voorgeskryf, beteken die pensioengewende loon die stedelike loonskaal in Tabel 6 voorgeskryf;

(c) vir Graad II-lede vir wie minimum lone voorgeskryf word teen 'n skaal gelyk aan of laer as die hoogste stedelike loonskaal in Tabel 10 voorgeskryf, beteken die pensioengewende loon die hoogste stedelike loonskaal in Tabel 10 voorgeskryf;

(d) vir Graad II-lede beteken die pensioengewende loon die stedelike loonskaal in Tabel 10 voorgeskryf vir lede in hul tweede ses maande ondervinding;

"Vaste Komitee" die Vaste Komitee van die Raad;

"trustees" die lede van die Vaste Komitee;

"vakvereniging" die South African Typographical Union;

"weduwee" die weduwee van 'n afgestorwe lid: Met dien verstande dat, in die geval van 'n afgestorwe lid aan wie 'n aftreetoelae toegestaan is voordat hy oorlede is, sodanige weduwee met hom getroud was voordat die aftreetoelae aan hom toegestaan is.

2. TOEPASSINGSBESTEK EN GELDIGHEIDSTERMYN

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasies en deur alle werknemers wat lede is van die vakvereniging wat betrokke is by of in diens is in die Nywerheid, soos omskryf;

(b) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai.

(2) Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag, kragtens artikel 48 van die Wet op Arbeidsverhoudinge 1956, vasstel en bly van krag tot 31 Desember 1985 of vir die tydperk wat hy bepaal.

3. VOORTSETTING VAN FONDS

Die Pensioenfonds wat deur die partye by die Raad gestig is met die doel om aftreetoelae, aftreetoekennings, sterftetoekennings of terugbetaling van bydraes aan of ten opsigte van lede toe te ken, word hierby voortgesit.

4. HERROEPING VAN VORIGE REGULASIES

Hierdie Ooreenkoms word in die plek gestel van alle vorige regulasies wat die Fonds beheer het wat as herroep geag moet word en van geen krag of uitwerking is nie: Met dien verstande egter dat die publikasie van hierdie Ooreenkoms geen uitwerking moet hê op enigiets wat wettig gedoen of gely is ingevolge sodanige vorige regulasies nie.

5. ADMINISTRASIE

(1) Bydraes moet aan die Fonds betaal word ooreenkomstig die Ooreenoms gepubliseer by Goewermentskennisgewing R. 2596 van 30 Desember 1977, soos van tyd tot tyd gewysig.

(2) Die Uitvoerende Komitee het die bevoegheid om die reëlings wat hy dienstig ag, te tref in verband met die betaling van administrasiekoste uit die Fonds.

(3) Alle bystand wat hierkragtens betaalbaar is, moet deur die plaaslike agent van die Raad betaal word.

(4) Alle eise om bystand moet skriftelik deur die eiser by die plaaslike reeksekretaris/-organiseerder van die vakvereniging ingedien word of gestreks by die vakvereniging se hoofkantoor waar die lid in die geval van die lede van die vakvereniging nie onder die jurisdiksie van 'n tak val nie, en by die plaaslike agent van die Raad in die geval van nie-lede van die vakvereniging. 'n Eiser moet al die inligting verskaf wat van hom vereis word.

(5) Die Beheerraad moet tot 'n beslissing geraak oor 'n eis en die eiser in kennis stel van sy beslissing.

(6) 'n Eiser wat nie met 'n beslissing van die Beheerraad tevrede is nie, kan hom teen sodanige beslissing op die Uitvoerende Komitee beroep deur die plaaslike reeksekretaris/-organiseerder of die algemene sekretaris/-organiseerder van die vakvereniging, na gelang van die geval, of, in die geval van nie-lede van die vakvereniging, die plaaslike agent of die Sekretaris van die Raad binne 'n tydperk van 'n maand na die Beheerraad se beslissing in kennis te stel van die gronde waarop hy sy appêl baseer. Die appellant moet van die beslissing van die Uitvoerende Komitee in kennis stel word. Indien hy nog nie tevrede is nie kan hy binne 'n maand na die beslissing van die Uitvoerende Komitee hom andermaal op die Raad beroep deur middel van die hoofkantoor van die vakvereniging as hy lid van die vakvereniging is of gestreks op die Raad as hy nie lid van die vakvereniging is nie, en dan het hy die reg om voor die Raad te verskyn ter ondersteuning van sy saak. Die beslissing van die Raad is finaal en bindend almal.

(7) Die lede en beamptes van die Raad, Uitvoerende en Vaste Komitees, Beheerraad en trustees is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie en moet, soos dit hierby geskied, deur die Fonds gevrywaar word teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(b) for Grade II members for whom minimum wages are prescribed at a rate exceeding the highest urban rate prescribed in Table 10, the pensionable wage means the urban rate prescribed in Table 6;

(c) for Grade II members for whom minimum wages are prescribed at a rate equal to or lower than the highest urban rate prescribed in Table 10, the pensionable wage means the highest urban rate prescribed in Table 10;

(d) for Grade II members, the pensionable wage means the urban rate prescribed in Table 10 for members in their second six months of experience;

"Standing Committee" means the Standing Committee of the Council;

"trustees" means the members of the Standing Committee;

"union" means the South African Typographical Union;

"widow" means the widow of a deceased member: Provided that, in the case of a deceased member who was granted a retirement allowance before he died, such widow was married to him before he was granted the retirement allowance.

2. SCOPE OF APPLICATION AND PERIOD

(1) The provisions of this Agreement shall be observed—

(a) by all employers who are members of the employers' organisations and by all the employees who are members of the trade union who are engaged or employed in the Industry as defined;

(b) in the Republic of South Africa excluding the port and settlement of Walvis Bay.

(2) This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 31 December 1985 or for such period as may be determined by him.

3. CONTINUATION OF FUND

The Pension Fund established by the parties to the Council for the purpose of providing retirement allowances, retiral grants, mortality grants or refund of contributions to or in respect of members, is hereby continued.

4. REPEAL OF PREVIOUS REGULATIONS

The provisions of this Agreement shall be in substitution for all previous regulations governing the Fund, which shall be deemed to be repealed and of no force and effect: Provided, however, that the publication of this Agreement shall not have anything lawfully done or suffered in terms of such previous regulations.

5. ADMINISTRATION

(1) Contributions shall be paid to the Fund in accordance with the provisions of the Agreement published under Government Notice R. 2596, dated 30 December 1977, as amended from time to time.

(2) The Executive Committee shall have the power to make such arrangements as it may deem fit regarding the payment from the Fund of expenses of administration.

(3) All benefits payable in terms hereof shall be paid by the local agent of the Council.

(4) All claims for benefits shall be submitted in writing by the claimant to the local regional secretary/organiser of the union or direct to the headquarters of the union where the member does not fall under the jurisdiction of a branch in the case of union members and to the local agent of the Council in the case of non-union members. A claimant shall furnish all information required from him.

(5) The Governing Board shall arrive at a decision on a claim and advise the claimant of its decision.

(6) Any claimant who is dissatisfied with a decision by the Governing Board may appeal to the Executive Committee against such decision, by advising the local regional secretary/organiser of the union or the general secretary/organiser of the union, as the case may be, or in the case of non-union members, the local agent or the Secretary of the Council of the grounds upon which he bases his appeal, within a period of one month of the decision by the Governing Board. The appellant shall be advised of the decision of the Executive Committee. Should he still be dissatisfied, he may lodge a further appeal to the Council through the headquarters of the union in the case of union members or direct to the Council in the case of non-union members within one month of the decision by the Executive Committee and shall have the right to appear before the Council in support of his appeal. The decision of the Council shall be final and binding on all persons.

(7) The members and officials of the Council, Executive and Standing Committees, Governing Board and trustees shall not be liable for the debts and liabilities of the Fund and shall be, 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.

6. OUDITERING VAN REKENINGS, FINANSIËLE STATE EN BELEGGING VAN FONDSE

(1) Die rekenings van die Fonds moet deur geëksperteerde rekenmeesters twee maal per jaar geauditeer word en finansiële state moet opgestel word wat die volgende aantoon:

- (a) Alle gelde ontvang—
 - (i) kragtens klousule 5 (1) hiervan;
 - (ii) uit ander bronne (as daar was); en
- (b) uitgawes aangegaan onder alle hoofde;

gedurende die betrokke tydperk, tesame met 'n balansstaat wat die bates en laste van die Fonds aan die einde van elke halfjaar toon. Ware kopieë van die geauditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeursverslag daarvoor, moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die state, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die einde van die tydperk wat daardeur gedek word, aan die Direkteur-generaal van Mannekrag gestuur word.

(2) Alle geld wat nie nodig is vir lopende betalings en uitgawes nie mag slegs op onderstaande wyse belê word:

- (a) In effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Spaarbankrekenings of Sertifikate van die Poskantoor;
- (d) in spaarbankrekenings, permanente aandele of vaste deposito's in geregistreerde bougenootskappe of banke;
- (e) op enige ander wyse wat deur die Nywerheidsregistrateur goedgekeur word.

7. LIDMAATSKAP

(1) Alle werknemers, uitgesonderd motorvoertuigdrywers en fabriekshelpers wat nie lede van die vakvereniging is nie, vir wie minimum loonskale in die Hoofdooreenkoms voorgeskryf word en vir wie bydraes ingevolge klousule 18 (3) van daardie Ooreenkoms aan die Fonds betaalbaar is, is lede van die Fonds.

(2) Wanneer 'n lid se lidmaatskapydperk bereken word, moet die Beheerraad enige tydperk wat die lid gedurende die oorlog van 1939-45 in die Weermag van Suid-Afrika of sy bondgenote gedien het, en ook alle verpligte voltydse militêre opleiding of diens kragtens die Verdedigingswet, asook elke tydperk van bydraende onaktiewe lidmaatskap van die vakvereniging, daarty by insluit. Met dien verstande dat dié lid 'n lid van die Fonds was toe sy voltydse militêre diens begin het.

(3) In die geval van 'n ou lid wat 'n tyd lank 'n nie-bydraende onaktiewe lid was en wat weer 'n aktiewe lid geword het vir 'n tydperk van minstens 12 maande voor die aansoek om bystand, kan die Beheerraad ten opsigte van 'n aansoek om 'n toelae soos in klousule 10, 11 of 12 bedoel, na goeddunke en na oorweging van die aanbeveling van die betrokke takkomitee van die vakvereniging, daardie lid se tydperk van lidmaatskap só vasstel dat dié tydperke van lidmaatskap onmiddellik voor en na die tydperke van nie-bydraende onaktiewe lidmaatskap insluit. Met dien verstande dat die Beheerraad daarvan oortuig is dat die lid te goeder trou weer 'n aktiewe lid geword het om 'n bestaan in die Nywerheid te vind en daarna minstens 12 maande in sy bedryf of beroep werksaam was.

(4) Iemand wat voorheen lid was van die Arbeidershulpfonds moet soos volg met teruggedateerde lidmaatskap gekrediteer word:

(a) Iemand wat op of na 1 Januarie 1975 regstreeks tot Graad I-, Graad II- of Graad III-lidmaatskap van die Fonds oorgaan, asook iemand wat op of na 1 Januarie 1984 tot Graad IV-lidmaatskap oorgaan: Teruggedateerde lidmaatskap moet bereken word ooreenkomstig die grondslag deur die Aktuaris bepaal;

(b) iemand wat op of na 16 Maart 1981 maar voor 1 Januarie 1984 tot Graad IV-lidmaatskap van die Fonds oorgaan:

Teruggedateerde lidmaatskap moet dateer vanaf die datum waarop die lid by die Arbeidershulpfonds aangesluit het. Met dien verstande egter dat as iemand op 1 Januarie 1983 lid van die Arbeidershulpfonds was en op dié datum ouer as 60 was, teruggedateerde lidmaatskap bereken moet word ooreenkomstig die grondslag deur die Aktuaris bepaal.

(5) Waar 'n lid met teruggedateerde lidmaatskap gekrediteer word bereken ooreenkomstig die grondslag deur die Aktuaris bepaal, moet die bystand wat ten opsigte van sodanige teruggedateerde lidmaatskap deur die Fonds betaalbaar is aktuarieel gelyk wees aan die bystand wat betaal sou gewees het ten opsigte van die lid se diens voor die datum waarop hy by die Fonds aangesluit het indien hy lid van die Arbeidershulpfonds gebly het.

(6) Daar word uitdruklik bepaal dat die bystand wat deur die Fonds aan of ten opsigte van sodanige persoon betaalbaar is, minstens soveel moet wees as wat aan hom betaal sou gewees het indien hy lid van die Arbeidershulpfonds gebly het. Die vereiste bedrae moet, na gelang nodig, van die Arbeidershulpfonds na die Fonds oorgeplaas word. As so 'n lid ooreenkomstig die bepaling betreffende die Arbeidershulpfonds op 'n pensioen geregtig word omdat hy nie ingevolge hierdie Ooreenkoms op 'n pensioen geregtig is nie, moet daar by sodanige pensioen soveel bykomende pensioen bygevoeg word as wat die Vaste Komitee, na oorlegplegting met die Aktuaris, besluit om toe te laat vir die bydraes wat betaal word bo en behalwe dié wat aan die Arbeidershulpfonds betaal sou gewees het.

6. AUDITING OF ACCOUNTS, FINANCIAL STATEMENTS AND INVESTMENT OF FUNDS

(1) The accounts of the Fund shall be audited by chartered accountants bi-annually and financial statements be prepared showing—

- (a) all moneys received—
 - (i) in terms of section 5 (1) hereof;
 - (ii) from other sources (if any); and
- (b) expenditure incurred under all headings;

during the relative period, together with a balance sheet showing the assets and liabilities of the Fund at the end of each half-year. True copies of the audited statements and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall thereafter lie for inspection at the office of the Council. Certified copies of the statements, balance sheet and auditor's report shall as soon as possible but not later than three months after the close of the period covered thereby be transmitted to the Director-General of Manpower.

(2) 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 Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in registered building societies or banks;
- (e) in any other manner approved by the Industrial Registrar.

7. MEMBERSHIP

(1) All employees, other than drivers of motor vehicles and factory aids who are not members of the union, for whom minimum wage rates are prescribed in the Main Agreement and for whom contributions are payable to the Fund in terms of section 18 (3) of that Agreement, shall be members of the Fund.

(2) When calculating a member's period of membership, the Governing Board shall include any period of service by that member in the Armed Forces of South Africa, or its allies, during the 1939-1945 War, as well as all compulsory full-time military training or service in terms of the Defence Act and also any period of contributory inactive membership of the union: Provided that such member was a member of the Fund when his full-time military service began.

(3) In the case of an old member, who has had a period of non-contributory inactive membership and who transferred back to active membership for a period of not less than 12 months prior to the application for benefits, the Governing Board may in regard to an application for allowance referred to in section 10, 11 or 12, in its discretion, after consideration of the recommendation of the branch committee of the union concerned, determine that member's period of membership as including the period of membership immediately before and after the period of non-contributory inactive membership: Provided that it is satisfied and the member transferred back to active membership in good faith in order to earn his living in the Industry and thereafter was employed at his trade or occupation for not less than 12 months.

(4) A person who was previously a member of the Labourers' Benefit Fund shall be credited with back membership as follows:

(a) A person who transfers directly to Grade I, Grade II or Grade III membership of the Fund on or after 1 January 1975 as well as a person who transfers to Grade IV membership on or after 1 January 1984:

Back membership shall be calculated in accordance with a basis determined by the Actuary;

(b) a person who transfers to Grade IV membership of the Fund on or after 16 March 1981 but prior to 1 January 1984:

Back membership shall date from the date on which the member joined the Labourers' Benefit Fund: Provided, however, that if the person was member of the Labourers' Benefit Fund on 1 January 1983 and was over the age of 60 at that date, back membership shall be calculated in accordance with a basis determined by the Actuary.

(5) Where the member is credited with back membership calculated in accordance with a basis determined by the Actuary, the benefits payable to the Fund in respect of such back membership shall be actuarially equivalent to the benefits that would have been paid in respect of the member's service prior to the date on which he joined the Fund had he remained a member of the Labourers' Benefit Fund.

(6) It is specifically provided that the benefits payable by the Fund to a member in respect of such a person shall not be less than what would have been paid had he remained a member of the Labourers' Benefit Fund. The amount required shall be transferred from the Labourers' Benefit Fund to the Fund as and when required. If such a member becomes entitled to a pension in terms of the provisions relating to the Labourers' Benefit Fund because he is not entitled to a pension in terms of the provisions of his Agreement, there shall be added to such pension such additional pension as the Standing Committee, after consulting the Actuary, determines to allow for the contributions paid in excess of those which would have been paid to the Labourers' Benefit Fund.

8. ONAKTIEWE LIDMAATSKAP

(1) 'n Ou of 'n nuwe lid wat na onaktiewe lidmaatskap oorgaan en wat voortgaan om in die Nywerheid te werk, moet kies of sy onaktiewe lidmaatskap bydraend of nie-bydraend moet wees. 'n Lid wat versuim om binne een maand vanaf die datum van sy oorpasing te kies, word geag te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees.

(2) Die tydperk van bydraende onaktiewe lidmaatskap van 'n lid wat in subklousule (1) bedoel word en wat verkies dat sy onaktiewe lidmaatskap bydraend moet wees, word geag 'n tydperk van lidmaatskap te wees soos omskryf. Met dien verstande dat sowel die werkgewer as die werknemer se bydrae tot die Fonds betaal word.

(3) 'n Lid wat versuim om te eniger tyd sowel die werkgewer as die werknemer se bydrae tot die Fonds te betaal nadat hy verkies het dat sy onaktiewe lidmaatskap bydraend moet wees, moet vanaf die datum waarop daar versuim word om die bydraes te betaal, geag word te verkies dat sy onaktiewe lidmaatskap nie-bydraend moet wees, en subklousules (4), (5) en (6) is dan *mutatis mutandis* van toepassing. Met dien verstande egter dat die Uitvoerende Komitee na goeddunke die aanname van die agterstallige bydraes kan magtig, en by betaling daarvan ooreenkomstig die komitee se besluit is hierdie subklousule nie van toepassing ten opsigte van die nie-betaling van daardie bydraes nie.

(4) 'n Nuwe lid, in subklousule (1) bedoel, wat verkies het of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet, behoudens subklousule (6), geag word al sy belange in die Fonds te verbeur het. 'n Ou lid, in subklousule (1) bedoel, wat verkies of wat geag word te verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet verder kies of hy sodanige belange in die Fonds wat hom mag toekom, wil behou of verbeur. 'n Lid wat—

(a) versuim om binne 'n maand vanaf die datum van sy oorpasing te kies; of

(b) verkies om sy belange in die Fonds te behou maar wat versuim of nie toegelaat word om binne twee jaar vanaf die datum van sy oorpasing terug te gaan na volle lidmaatskap van die vakvereniging nie;

moet geag word te verkies het om sy belange te verbeur. Met dien verstande dat die posisie soos in (b) hierbo uiteengesit nie op 'n lid wat voor 31 Desember 1974 na onaktiewe lidmaatskap oorgegaan het van toepassing is voor die verstryking van twee jaar vanaf die datum nie.

(5) Klousule 7 is van toepassing ten opsigte van 'n ou lid, in subklousule (4) bedoel, wat verkies het om sy belange in die Fonds te behou. Klousule 7 is ook van toepassing op diegene wat op 31 Maart 1960 onaktiewe lede was maar nie op daardie datum in die Nywerheid werksaam was nie. Indien so 'n lid na die Nywerheid terugkeer, is al die bepalings van hierdie klousule *mutatis mutandis* op hom van toepassing met ingang van die datum van sy terugkeer.

(6) 'n Ou lid wat verkies het, of wat geag word te verkies het om sy belange in die Fonds te verbeur, of 'n nuwe lid wat verkies het dat sy onaktiewe lidmaatskap nie-bydraend moet wees, moet 'n onttrekkingsvoordeel ooreenkomstig die betrokke Bylaag betaal word.

Daar is hoegenaamd niks meer verskuldig of betaalbaar aan of ten opsigte van 'n lid wat daarop geregtig is om die betaling in hierdie subklousule bedoel, te eis nie. Indien iemand wat geregtig is om betaling kragtens hierdie subklousule te eis, versuim om sy eis in te stel binne 'n tydperk van ses maaande vanaf die gebeurtenis wat hom op so 'n eis geregtig maak, moet die verskuldigde bedrag ten gunste van die Fonds verbeur word tensy die Beheerraad anders besluit. Iemand aan wie bystand uit die N.N.R. se Bystandsfonds toegestaan is, is nie op betaling ingevolge hierdie subklousule geregtig nie.

(7) 'n Nuwe lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, word geag alle belange in die Fonds te verbeur het met ingang van die datum waarop hy die Nywerheid verlaat het. Subklousule (6) hiervan is egter *mutatis mutandis* ten opsigte van sodanige lid van toepassing.

(8) 'n Ou lid wat na onaktiewe lidmaatskap oorgaan en die Nywerheid verlaat, moet kies of hy die belange in die Fonds wat hom mag toekom, wil behou of verbeur. So 'n lid wat versuim om te kies binne een maand vanaf die datum waarop hy onaktiewe lid word, word geag te verkies het om sy belange te verbeur. Klousule 7 is van toepassing ten opsigte van 'n lid wat in hierdie paragraaf bedoel word en wat verkies het om sy belange in die Fonds te behou. Subklousule (6) hiervan is *mutatis mutandis* van toepassing ten opsigte van 'n lid wat in hierdie subklousule bedoel word wat verkies het of geag word te verkies het om sy belange in die Fonds te verbeur.

(9) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan die Beheerraad, na goeddunke, in verdienstelike gevalle, aan die afhanklike van 'n afgestorwe ou lid wat sy belange in die Fonds verbeur het of geag word dit te verbeur het, 'n bedrag betaal van hoogstens die bedrag wat ingevolge klousule 14 ten opsigte van 'n lid se lidmaatskap voor 30 Junie 1959 as 'n sterftetoekenning betaalbaar sou gewees het indien hy nie sy belange in die Fonds ingevolge hierdie ooreenkoms of ingevolge die regulasies wat voorheen op die Fonds van toepassing was, verbeur het of geag word dit te verbeur het nie.

(10) 'n Lid wat nie lid van die vakvereniging is nie en wat die Nywerheid verlaat, behalwe met 'n aftretoelae, of wat nie meer werk verrig waarvoor 'n minimum loon in die Hoofdooreenkoms voorgeskryf word nie, moet geag word sy belange in die Fonds te verbeur het. Subklousule (6) is *mutatis mutandis* ten opsigte van so 'n lid van toepassing.

8. INACTIVE MEMBERSHIP

(1) An old or a new member who transfers to inactive membership and continues to work in the Industry, shall elect whether his inactive membership shall be contributory or non-contributory. Such member who fails to make his election within one month from the date of his transfer shall be deemed to have elected that his inactive membership shall be non-contributory.

(2) A member referred to in subsection (1) who elects that his inactive membership shall be contributory, shall have his period of contributory inactive membership regarded as membership as defined: Provided that both the employer's and the employee's contribution to the Fund is paid.

(3) A member who, having elected that his inactive membership shall be contributory, fails at any stage to pay both the employer's and the employee's contribution to the Fund shall, as from the date of failure to pay the contributions, be deemed to have elected that his inactive membership shall be non-contributory and the provisions of subsections (4), (5) and (6) shall apply *mutatis mutandis*: Provided, however, that the Executive Committee may, in its discretion, authorise the acceptance of the arrear contributions and on payment thereof in accordance with the decision by that Committee, the provisions of this subsection shall not apply in respect of the non-payment of those contributions.

(4) A new member, referred to in subsection (1), who has elected or is deemed to have elected that his inactive membership shall be non-contributory shall, subject to the provisions of subsection (6), be deemed to have forfeited all his interest in the Fund. An old member, referred to in subsection (1), who elects or is deemed to have elected that his inactive membership shall be non-contributory, shall further elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. A member who—

(a) fails to make his election within one month from the date of his transfer; or

(b) elects to retain his interest in the Fund but fails or is not permitted to transfer back to full membership of the union within two years of the date of his transfer;

shall be deemed to have elected to forfeit his interest: Provided that the position set out under (b) above shall not apply to a member who transferred to inactive membership before 31 December 1974 until the expiry of two years from that date.

(5) The provisions of section 7 shall apply in respect of an old member, referred to in subsection (4), who has elected to retain his interest in the Fund. Section 7 shall also apply to persons who were inactive members on 31 March 1960 but were not employed in the Industry on that date. Should such a member return to the Industry, all the provisions of this section shall apply *mutatis mutandis* in respect of him with effect from the date of his return.

(6) An old member who has elected or is deemed to have elected to forfeit his interest in the Fund, or a new member who has elected that this inactive membership shall be non-contributory, shall be paid a withdrawal benefit in accordance with the appropriate Annexure.

Nothing further whatsoever shall be due or payable to or in respect of a member who is entitled to claim the payment referred to in this subsection. Should a person who is entitled to claim payment in terms of this subsection fail to submit his claim within a period of six months from the happening of the event entitling him to make the claim, the amount due shall, unless otherwise decided by the Governing Board, be forfeited for the benefit of the Fund. A person who has been granted benefits from the N.I.C. Benevolent Fund shall not be entitled to any payment in terms of this subsection.

(7) A new member who transfers to inactive membership and leaves the Industry shall be deemed to have forfeited all interest in the Fund with effect from the date on which he left the Industry. The provisions of subsection (6) hereof shall, however, apply *mutatis mutandis* in respect of such a member.

(8) An old member who transfers to inactive membership and leaves the Industry shall elect whether he will retain such interest in the Fund as may have accrued to him or forfeit his interest. Such a member who fails to make his election within one month from the date of his transfer shall be deemed to have elected to forfeit his interest. Section 7 shall apply in respect of a member referred to in this paragraph who has elected to retain his interest in the Fund. The provisions of subsection (6) hereof shall apply *mutatis mutandis* in respect of a member referred to in this subsection who has elected or is deemed to have elected to forfeit his interest in the Fund.

(9) Notwithstanding anything to the contrary contained in this Agreement, the Governing Board may, in its discretion, pay, in deserving cases to the dependant of a deceased old member who has forfeited or is deemed to have forfeited his interest in the Fund, an amount not exceeding the amount which would have been payable as a mortality grant in terms of section 14 in respect of the member's membership before 30 June 1959, should he not have forfeited or be deemed to have forfeited his interest in the Fund in terms of the provisions of this Agreement or of the regulations previously applicable to the Fund.

(10) A member who is not a member of the union and who leaves the Industry, other than on a retirement allowance, or is no longer employed on work for which a minimum wage is prescribed by the Main Agreement, shall be deemed to have forfeited his interest in the Fund. The provisions of subsection (6) shall apply *mutatis mutandis* in respect of such a member.

9. UITGESTELDE AFTREETOELAES

(1) 'n Lid in klousule 8 (6) bedoel wat op of na 1 Januarie 1981 na nie-bydraende onaktiewe lidmaatskap oorgaan, het, ooreenkomstig die onttrekkingsvoordele soos in die betrokke Bylae uiteengesit, die keuse van 'n uitgestelde aftreetoelae. Indien so 'n lid versuim of binne 'n maand vanaf die datum van sy oorgang sy keuse te maak, moet hy geag word te gekies het om die keuse van 'n uitgestelde aftreetoelae te verbeur.

(2) Die bedrag van die uitgestelde aftreetoelae moet bepaal word ooreenkomstig die onttrekkingsvoordele soos in die betrokke Bylae uiteengesit.

(3) Betaling van die uitgestelde aftreetoelae moet geskied vanaf die datum waarop die lid die pensioenleefyd bereik en dit is lewenslank aan die lid betaalbaar, tensy sy uitgestelde aftreetoelae minstens 60 maande lank nie betaal is nie, en in dié geval moet die res van die tydperk van 60 maande aan sy afhanklikes of aan sy boedel betaal word.

(4) Indien 'n lid in subklousule (1) hiervan bedoel, wat 'n uitgestelde aftreetoelae verkies, te sterwe kom voordat hy die pensioenleefyd bereik, moet 'n kontantbedrag, soos op die datum van sy dood bepaal op die grondslag in klousule 4 (1) van Bylae A of B uiteengesit (naamlik die een wat toepaslik is), aan die lid se afhanklikes of aan sy boedel betaal word.

(5) Indien iemand wat daarop geregtig is om bystand ingevolge hierdie klousule te eis, versuim om sy eis te dien, binne 'n tydperk van drie jaar vanaf die gebeurte wat hom op die eis geregtig gemaak het, verbeur hy die verskuldigde bystand ten gunste van die Fonds, tensy die Beheerraad anders besluit.

10. AFTREETOELAES

(1) 'n Aftreetoelae moet aan 'n lid toegestaan word ooreenkomstig die betrokke Bylae. Waar 'n lid sowel Graad IV- as Graad I-, Graad II- of Graad III-lidmaatskap besit, moet sy aftreetoelae bepaal word ooreenkomstig die betrokke klousule van Bylae A.

(2) 'n Lid wat daarop geregtig is om 'n aftreetoelae ingevolge hierdie klousule te ontvang of aan wie so 'n toelae betaal word, moet toegelaat word om werk in die Nywerheid te verrig wat gewoonlik deur 'n lid van die vakvereniging verrig word: Met dien verstande dat—

(i) die skriftelike toestemming van die betrokke Gesamentlike Raad daartoe verkry word;

(ii) die betrokke persoon as 'n aktiewe lid beskou moet word, ten opsigte van die bydraes aan die Fonds betaalbaar is ooreenkomstig klousule 18 (3) van die Hoof-ooreenkoms;

(iii) as 'n lid ouer as 65 jaar is, hy moet kies of—

(aa) om betaling van die aftreetoelae gedurende die tydperk van ná-aftreediens te ontvang. As hy uiteindelik ophou werk moet sy eie bydraes tot die Fonds gedurende dié tydperk aan hom terugbetaal word, tesame met rente teen 2 persent per jaar vir elke voltooide jaar ná-aftreediens; of

(ab) om afstand te doen van betaling van die aftreetoelae gedurende die tydperk van ná-aftreediens moet as lidmaatskap ingesluit word wanneer 'n hersiene aftreetoelae bepaal word, en betaling daarvan begin wanneer die lid uiteindelik ophou werk;

(iv) as 'n lid nog nie 65 jaar oud is nie, daar van hom vereis moet word om afstand te doen van betaling van die aftreetoelae gedurende die tydperk van ná-aftreediens en moet hy die bystand ontvang soos in (iii) (ab) hiervan uiteengesit;

(v) as 'n lid te sterwe kom wat nie 'n aftreetoelae ontvang nie, moet daar geag word dat 'n aftreetoelae op die dag voor sy dood aan hom toegestaan is, tensy die Beheerraad anders besluit;

(vi) die Raad te eniger tyd die Gesamentlike Raad se toestemming kan intrek, en in dié geval moet (iii) hiervan geld; en

(vii) tensy die Beheerraad anders besluit, daar geen verdere betalings hoegenaamd aan of ten opsigte van 'n lid gemaak moet word indien daar nie aan die bepalinge van (i) en (ii) hiervan voldoen is nie.

(3) Die aftreetoelae betaalbaar aan 'n lid is lewenslank aan hom betaalbaar. Met dien verstande dat indien die aftreetoelae vir 'n nuwe pensioenaris nie vir minstens 60 maande betaal is nie, dit vir die res van sodanige tydperk van 60 maande steeds aan sy afhanklikes of sy boedel betaal moet word.

11. ONGESKIKTHEIDSGEVALLE

(1) 'n Aftreetoelae moet toegestaan word aan 'n lid wat minstens 20 jaar lidmaatskap ten opsigte van Graad I-, Graad II- of Graad III-lede en 10 jaar lidmaatskap ten opsigte van Graad IV-lede voltooi het en wat tot bevrediging van die Beheerraad bewys het dat hy as gevolg van swak gesondheid nie in staat is om langer in die Nywerheid te werk nie.

(2) Die toelae wat in sodanige gevalle betaalbaar is, is soos in klousule 10 (1) uiteengesit deur die lid se tydperk van lidmaatskap soos op sy werklike datum van aftrede te gebruik: Met dien verstande egter dat die Beheerraad die verdienvermoë van die ongeskikte lid in 'n beroep van watter aard ook al behoorlik in ag moet neem by die vasstelling van die toelae wat in elke besondere geval betaalbaar is.

(3) Die Beheerraad moet van tyd tot tyd alle gevalle waar toelaes ingevolge hierdie of 'n ooreenstemmende bepaling toegestaan is, heroorweeg en dié toelaes na goeddunke aanpas ooreenkomstig die beginsels in subklousule (2) gemeld.

9. DEFERRED RETIREMENT ALLOWANCES

(1) A member referred to in section 8 (6), who transfers to non-contributory inactive membership on or after 1 January 1981, has the option, in accordance with the withdrawal benefits outlined in the appropriate Annexure, to elect a deferred retirement allowance. If such a member fails to make his election within one month from the date of his transfer, he shall be deemed to have elected to forfeit the option of a deferred retirement allowance.

(2) The amount of the deferred retirement allowance shall be determined in accordance with the withdrawal benefit outlined in the appropriate Annexure.

(3) Payment of the deferred retirement allowance shall commence from the date on which the member attains his pensionable age and shall be payable to the member for his lifetime, unless his deferred retirement allowance has not been paid for at least 60 months, in which case it will continue to be paid to his dependants or his estate for the balance of such 60-month period.

(4) Should a member, referred to in subsection (1) hereof, who elects the option of a deferred retirement allowance, die before the date on which he attains his pensionable age, a cash amount determined at the date of death on the basis outlined in section 4 (i) of Annexure A or B (whichever is appropriate), will be paid to the member's dependants or his estate.

(5) Should a person who is entitled to claim a benefit in terms of this section fail to submit his claim within a period of three years from the happening of the event entitling him to make the claim, the benefit due shall, unless otherwise decided by the Governing Board, be forfeited for the benefit of the Fund.

10. RETIREMENT ALLOWANCES

(1) A retirement allowance shall be granted to a member in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the retirement allowance shall be determined in accordance with the appropriate section of Annexure A.

(2) A member who is entitled to receive, or is being paid, a retirement allowance in terms of this section will be permitted to perform work in the Industry which is normally done by a member of the union: Provided that—

(i) the written permission of the Joint Board concerned is obtained;

(ii) the person concerned shall be regarded as an active member in respect of whom contributions are payable to the Fund in terms of section 18 (3) of the Main Agreement;

(iii) if the member is over age 65, he shall elect either—

(aa) to receive payment of the retirement allowance during the period of post-retirement employment. When he ultimately ceases employment, his own contributions made to the Fund during such period shall be refunded to him, together with interest at the rate of two per cent per annum for each completed year of post-retirement employment; or

(ab) to forgo payment of the retirement allowance during the period of post-retirement employment. The period of post-retirement employment shall be included as membership when determining a revised retirement allowance, payment of which shall commence when the member ultimately ceases employment;

(iv) if the member has not yet attained the age of 65, he will be required to forgo payment of the retirement allowance during the period of post-retirement employment and will receive the benefits as set out in (iii) (ab) hereof;

(v) if a member who is not in receipt of a retirement allowance dies he shall be deemed to have been granted a retirement allowance on the day before his death, unless the Governing Board decides otherwise;

(vi) the permission of the Joint Board may, at any time, be withdrawn by the Council, in which case the provisions of (iii) hereof will apply and

(vii) unless otherwise decided by the Governing Board, no further payments whatsoever shall be made to, or in respect of, a member where the provisions of (i) and (ii) hereof have not been complied with.

(3) The retirement allowance payable to a member shall be payable for his lifetime: Provided that if the retirement allowance for a new pensioner has not been paid for at least 60 months it shall continue to be paid to his dependants or his estate for the balance of such 60-month period.

11. INCAPACITY CASES

(1) A retirement allowance shall be granted to a member who has completed not less than 20 years' membership in respect of Grade I, Grade II or Grade III members and 10 years' membership in respect of Grade IV members and has proved to the satisfaction of the Governing Board that because of ill-health, he is unable to continue working in the Industry.

(2) The allowance payable in such cases shall be as set out in section 1 (1), using the member's period of membership as at the date of his actual retirement: Provided, however, that in determining the allowance payable in each particular case, the Governing Board shall have due regard to the earning capacity of the incapacitated member at any occupation whatsoever.

(3) The Governing Board shall, from time to time, review all cases where allowances have been granted in terms of this or any corresponding provision and, in its discretion, shall adjust such allowances in accordance with the principles set out in subsection (2).

12. TOELAES VIR AFHANKLIKES

(1) Indien 'n aktiewe lid of 'n bydraende onaktiewe lid te sterwe kom voordat hy die pensioenleefyd bereik het of voordat 'n aftreetoelae ooreenkomstig klousule 10 of 11 aan hom toegestaan is, naamlik die eerste van die twee gebeure, kan daar na goedgee van die Beheerraad 'n toelae aan die afgestorwe lid se weduwee en, waar van toepassing, aan die afgestorwe lid se afhanklike kind of kinders betaal word ooreenkomstig die betrokke Bylae. Waar die lid sowel Graad IV- as Graad I-, Graad II- of Graad III-lidmaatskap besit, moet die toelae vir die afhanklikes bepaal word ooreenkomstig die betrokke klousule van Bylae A.

(2) Aan die weduwee en, waar van toepassing, die afhanklike kind of kinders van 'n lid wat na 16 Maart 1981 te sterwe kom nadat hy die pensioenleefyd bereik het of nadat daar aan hom 'n aftreetoelae toegestaan is ooreenkomstig klousule 10 of 11, naamlik die eerste van die twee gebeure, kan daar na goedgee van die Beheerraad 'n toelae betaal word ooreenkomstig die betrokke Bylae. Waar die lid sowel Graad IV- as Graad I-, Graad II- of Graad III-lidmaatskap besit, moet die toelae vir die afhanklikes bepaal word ooreenkomstig die betrokke klousule van Bylae A.

13. VERHOOGING IN TOELAES

Die Trustees moet jaarliks, in oorleg met die Aktuaris, bepaal met hoeveel die bedrag van die toelae ten opsigte van 'n lid, pensioenaris, uitgestelde pensioenaris of afhanklikes van 'n afgestorwe lid of pensioenaris verhoog moet word om te vergoed vir enige moontlike waardevermindering van die toelae.

14. STERFTETOEKENINGS

(1) 'n Sterftetoeëkennung is aan die afhanklike of, indien daar geen afhanklike is nie, aan die benoemde van 'n afgestorwe lid by sy afsterwe betaalbaar. Die sterftetoeëkennung wat betaalbaar is, moet ooreenkomstig die betrokke Bylae wees.

(2) Hierdie klousule is in die geval van lede van die vakvereniging van toepassing slegs ten opsigte van lede wat op die datum van afsterwe aktiewe lede was, bydraende onaktiewe lede, onaktiewe lede wat 'n aftreetoelae ontvang het, uitgesonderd onaktiewe lede wat 'n aftreetoelae ontvang het wat kragtens klousule 9 toegestaan is, of nie-bydraende onaktiewe ou lede wat nie hul belange in die Fonds ingevolge hierdie Ooreenkoms of ingevolge die regulasies wat voorheen op die Fonds van toepassing was, verbeur het nie. Vir die toepassing van subklousule (1) hiervan, is die lidmaatskapydperk van 'n afgestorwe nie-bydraende onaktiewe ou lid die tydperk van ononderbroke aktiewe lidmaatskap wat hy uitgedien het onmiddellik voor dat hy laas 'n onaktiewe lid geword het.

(3) Die sterftetoeëkennung betaalbaar ingevolge subklousule (1) kan in 'n ronde som betaal word, of in paaiemente gedurende die tydperk wat die Beheerraad bepaal.

(4) Elke lid is daarop geregtig om die persoon te benoem aan wie die sterftetoeëkennung by sy afsterwe betaal moet word ingeval hy nie 'n afhanklike nalaat nie. Alle sodanige benoemings moet op skrif gestel en ingedien word by die plaaslike Streeksekretaris/-organiseerder van die vakvereniging of by die hoofkantoor van die vakvereniging ingeval 'n lid nie onder die regsbevoegdheid van 'n tak val nie of by die plaaslike agent van die Raad in die geval van lede wat nie lede van die vakvereniging is nie. 'n Benoeming wat vir die doel van die Sterftetrustfonds van die vakvereniging deur 'n lid gedoen is of 'n benoeming ingevolge vorige regulasies betreffende die Fonds, word geag 'n benoeming te wees wat ingevolge hierdie subklousule gedoen is: Met dien verstande egter dat 'n lid een persoon kan benoem om die bedrag wat verskuldig is uit die Sterftetrustfonds van die vakvereniging te ontvang en iemand anders om die bedrag wat ingevolge hierdie klousule verskuldig is, te ontvang.

(5) Indien daar geen afhanklike is nie en indien geen benoeming ingevolge subklousule (4) gedoen is nie, kan die toekenning na goedgee van die Beheerraad betaal word aan enigiemand wat na die mening van daardie Raad redelike grond vir sy aanspraak daarop aanvoer.

(6) Ingeval daar meer as een eiser is, kan die toekenning na goedgee van die Raad onder die verskillende eisers verdeel word.

(7) Indien 'n nie-bydraende onaktiewe ou lid se lidmaatskap gedeeltelik uit Graad I- en gedeeltelik uit Graad II-lidmaatskap bestaan het, moet die toekenning wat ten opsigte van hom betaalbaar is, op 'n *pro rata*-grondslag bereken word volgens die getal jare in elke graad gedien.

(8) Die toekenning wat ingevolge hierdie klousule betaalbaar is, moet in paaiemente of in 'n ronde som betaal word en op sodanige tyd of tye as wat die Beheerraad bepaal.

(9) Indien die Beheerraad na behoorlike navraag binne ses maande na die datum van afsterwe van 'n lid, nie kan vasstel waar die benoemde hom bevind nie, moet daardie lid geag word nie 'n benoeming te gemaak het nie en is subklousule (5) hiervan van toepassing.

(10) Indien die weduwee of ander afhanklike nie die toekenning binne 'n tydperk van nege maande vanaf die datum van afsterwe van die lid eis nie, is daar, tensy die Beheerraad anders besluit, geen toekenning ingevolge hierdie klousule betaalbaar nie in gevalle waar die afgestorwe lid nie 'n benoeming ingevolge subklousule (4) gemaak het of geag word dit te gemaak het nie.

12. ALLOWANCES FOR DEPENDANTS

(1) Should an active member or a contributory inactive member die before having attained the pensionable age or before having been granted a retirement allowance in terms of section 10 or 11, whichever is the earlier, the deceased member's widow and, where applicable, the deceased member's dependent child or children may, in the discretion of the Governing Board, be paid an allowance in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the allowances for dependants shall be determined in accordance with the appropriate section of Annexure A.

(2) The widow and, where applicable, the dependent child or children of a member who dies after 16 March 1981 and after he has attained the pensionable age or after he has been granted a retirement allowance in terms of section 10 or 11, whichever is the earlier, may, in the discretion of the Governing Board, be paid an allowance in accordance with the appropriate Annexure. Where the member has Grade IV membership as well as Grade I, Grade II or Grade III membership, the allowances for dependants shall be determined in accordance with the appropriate section of Annexure A.

13. INCREASE IN ALLOWANCES

The Trustees in consultation with the Actuary shall determine annually the extent by which the amount of allowance in respect of any member, pensioner, deferred pensioner or dependants of a deceased member or pensioner be increased, to off-set the possible effect of depreciation in the value of the allowance.

14. MORTALITY GRANTS

(1) A mortality grant shall be paid to the dependant or, if there be no dependant, the nominee of a deceased member on his death. The mortality grant payable shall be in accordance with the appropriate Annexure.

(2) The provisions of this section shall in the case of union members apply only in respect of members who, at the date of their death, were active members, contributory inactive members, inactive members in receipt of a retirement allowance, other than inactive members in receipt of a retirement allowance granted in terms of section 9, or non-contributory inactive old members who have not forfeited their interest in the Fund in terms of this Agreement or of the regulations previously applicable to the Fund. For the purposes of subsection (1) hereof, the period of membership of a deceased non-contributory inactive old member shall be the period of continuous active membership served by him immediately before he last transferred to inactive membership.

(3) The mortality grant payable in terms of subsection (1) may be paid in a lump sum or in instalments over such period as the Governing Board may determine.

(4) Each member shall be entitled to nominate the person to whom the mortality grant shall be paid on his death in the event of his leaving no dependant. All such nominations shall be in writing and shall be lodged with the local Regional Secretary/Organiser of the union or the headquarters of the union where the member does not fall under the jurisdiction of a branch or with the local agent of the Council in the case of members who are not members of the union. A nomination made by a member for the purposes of the Mortality Trust Fund of the union, or a nomination made in terms of previous regulations relating to the Fund, shall be deemed to be a nomination made in terms of this subsection: Provided, however, that a member may nominate one person to receive the amount due from the Mortality Trust Fund of the union and another to receive that due in terms of this section.

(5) Should there be no dependant and should no nomination in terms of subsection (4) have been made, the grant may, in the discretion of the Governing Board, be paid to any person who, in the opinion of that Board, establishes reasonable claim to it.

(6) In the event of there being more than one claimant, the grant may, in the discretion of the Governing Board, be apportioned amongst the various claimants.

(7) Should a non-contributory inactive old member have served his membership partly as a Grade I and partly as a Grade II member, the grant payable in respect of him shall be calculated *pro rata* according to the number of years served in each grade.

(8) The grant payable in terms of this section shall be paid in instalments or in a lump sum, and at such time or times as the Governing Board may determine.

(9) Should the Governing Board, after due enquiry, be unable to ascertain the whereabouts of the nominee of a deceased member within six months of the date of his death, that member shall be deemed not to have made a nomination and the provisions of subsection (5) hereof shall apply.

(10) Unless otherwise decided by the Governing Board, no grant shall be payable in terms of this section in cases where the deceased member has not made, or is deemed not to have made, a nomination in terms of subsection (4), if no claim from the widow or other dependant for the grant is received within a period of nine months from the date of the death of the member.

15. VERBEURING VAN BYSTAND

(1) Iemand wat uit die Fonds bedank of uitgesit word, moet geag word al sy belange in die Fonds te verbeur het: Met dien verstande egter dat klousule 8 (6) *mutatis mutandis* op hom van toepassing is.

(2) Bystand verskuldig of betaalbaar uit die Fonds aan enigiemand mag deur niemand anders as daardie persoon gebruik of geëis word nie en is uitsluitlik vir hom persoonlik bedoel en mag nie gesedeer, oorgedra, oorgemaak, verpand of verhipotekeer of op enige ander wyse deur hom verveem word nie en 'n krediteur mag nie daarop beslag lê nie en die eiendomsreg daarop mag op niemand anders in watter hoedanigheid ook al oorgaan nie. Dié bystand moet absoluut vasgestel en totaal ten gunste van die Fonds verbeur word wanneer enigeen van die volgende gebeurtenisse plaasvind:

(a) As die betrokke persoon—

(i) finaal insolvent verklaar word of as hy sy boedel op enige wyse ten gunste van sy krediteure oorgee of oordra;

(ii) voorgee om 'n gedeelte van of al die bystand wat aan hom toeval of aan hom betaalbaar is, te sedgeer, oor te dra, oor te maak, te verpand, te verhipotekeer of op enige wyse te verveem;

(iii) in 'n Staatsondersteunde inrigting of sielsiekegestig opgeneem word;

(b) indien 'n krediteur van die betrokke persoon voorgee om kragtens 'n lasbrief vir eksekusie beslag te lê op al die bystand of 'n gedeelte daarvan wat aan hom uit die Fonds toeval of aan hom daaruit betaalbaar is, of om dit te verkoop, of beslag daarop laat lê of dit laat verkoop.

Ingeval enigiemand sy bystand verbeur soos hierbo genoem, kan die Beheerraad na goeddunke van tyd tot tyd die volgende bedrae uit die Fonds betaal (of sonder kennisgewing ophou om dit te betaal):

(i) Aan so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig ag vir sy onderhoud; en/of

(ii) aan die afhanklikes van so 'n persoon, die bedrag of bedrae wat die Beheerraad nodig ag vir die onderhoud van dié afhanklikes:

Met dien verstande dat die totale betalings aan so 'n persoon (en/of afhanklikes) te eniger tyd hoogstens die bedrag mag wees wat op daardie tyd stip betaalbaar sou gewees het indien die bystand nie, soos hierbo gemeld, vasgestel en verbeur is nie. Daarbenewens moet alle bystand wat aan enigiemand verskuldig of betaalbaar is maar nog nie betaal is nie, onmiddellik na die afsterwe van daardie persoon absoluut vasgestel en geheel en al ten gunste van die Fonds verbeur word: Met dien verstande egter dat 'n bedrag van hoogstens die bystand wat aldus verbeur is, na goeddunke van die Beheerraad aan die weduwee of ander afhanklike van die afgestorwe lid betaal kan word.

16. SKULDVERGELYKING

(1) Ondanks andersluidende bepalinge hierin kan die bystand wat aan of ten opsigte van iemand betaalbaar is, na goeddunke van die Beheerraad verreken word teen die bedrag wat so iemand of sy boedel skuld aan—

(a) die Mediese Hulpfonds of 'n ander Fonds van die Raad; of

(b) sy werkgever ooreenkomstig klousule 17 (6) (a) van die Hoofooreenkoms.

(2) Die bedrag wat aldus verreken is, moet na die Fonds of die betrokke werkgever oorgedra word.

17. VERSTRYKING VAN OOREENKOMS

(1) Indien hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van twee jaar vanaf die datum van dié verstryking gesluit word nie, of ingeval die Fonds nie deur die Raad binne dié tydperk oorgedra word na 'n ander fonds wat ingestel is tot voordeel van die werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds nie, moet die Fonds gelikwedeer word. Gedurende genoemde tydperk van twee jaar of totdat dit voortgesit word by 'n ander ooreenkoms of oorgeplaas word na 'n ander fonds hierbo bedoel, moet die Fonds deur die Trusteë geadminestreer word.

(2) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet op Arbeidsverhoudinge, 1956, bindend is, moet die Fonds geadminestreer word deur die Trusteë saamgestel soos bepaal in klousule (1) totdat die Ooreenkoms verstryk, waarna die Fonds gelikwedeer moet word.

(3) 'n Vakature wat in die Raad van Trusteë ontstaan, moet gevul word deur die party wat ooreenkomstig die konstitusie die Trustee benoem het wie se plek gevul moet word. Ingeval 'n party om watter rede ook al versuim om 'n Trustee of Trusteë te benoem, kan die Nywerheidsregistraar 'n Trustee of Trusteë uit werkgewers en werknemers in die Nywerheid kies ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die Raad van Trusteë te verseker. Die Trustee moet die bevoegdhede van die Raad en die Uitvoerende en Vaste Komiteë besit: Met dien verstande egter dat daar met alle geld en sekuriteite van die Fonds gehandel en dit bestee moet word slegs vir die doeleindes van die Fonds en ooreenkomstig hierdie Ooreenkoms. Ingeval die Trusteë nie in staat is nie of onwillig is om hul pligte na te kom of 'n dooie punt in die Raad ontstaan

15. FORFEITURE OF BENEFITS

(1) A person who resigns or is expelled from the union shall be deemed to have forfeited all his interest in the Fund: Provided, however, that the provisions of section 8 (6) shall apply *mutatis mutandis* in respect of him.

(2) Benefits due or payable to any person from the Fund shall not be capable of being exercised or claimed in any way by anybody other than that person and shall be purely personal to him and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him, or of being attached for any creditor, or of vesting in any other person whomsoever in any capacity. Such benefits shall be determined absolutely and be wholly forfeited for the benefit of the Fund on the happening of any of the following events:

(a) If the person concerned—

(i) is finally declared insolvent or surrenders his estate or assigns his estate in any way for the benefit of his creditors;

(ii) purports to cede, assign, transfer, pledge, hypothecate or in any way alienate all or any of the benefits accruing or payable to him;

(iii) is committed to any State-aided institution or mental asylum;

(b) if a creditor of the person concerned purports to attach or to sell under any writ of execution or causes to be so attached or so sold all or any benefits accruing or payable from the Fund.

In the event of any person forfeiting his benefits as aforesaid, the Governing Board may, in its discretion, from time to time pay out of the Fund (or without notice cease to pay)—

(i) to such person such amount or amounts as it may consider necessary for the support of such person; and/or

(ii) to the dependants of such person such amount or amounts as it may consider necessary for the support of such dependants:

Provided that the total payments to any such person (and/or dependants) shall not exceed at any time the amount which would have been payable at that time if the benefits had not been determined and forfeited as aforesaid. Further, any benefits due or payable to any person, but not yet paid, shall be determined absolutely and be wholly forfeited for the benefit of the Fund immediately on the death of that person: Provided, however, that, in the discretion of the Governing Board, an amount not exceeding the benefits so forfeited may be paid to the widow or other dependant of the deceased member.

16. SET-OFF

(1) Notwithstanding anything to the contrary contained herein, any benefits payable to or in respect of a person may, in the discretion of the Governing Board, be set off against any amount owing by that person or his estate to—

(a) the Medical Aid Fund or any other Fund of the Council; or

(b) his employer in terms of section 17 (6) (a) of the Main Agreement.

(2) Any amount so set off shall be transferred to the Fund or employer concerned.

17. EXPIRY OF AGREEMENT

(1) Should this Agreement expire through effluxion of time or any other reason and a subsequent agreement for the continuation of the Fund not be negotiated within a period of two years from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the benefit of employees in the Industry of the same class as the members of the Fund, the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is continued by any other agreement or transferred to any other fund referred to above, be administered by the Trusteë.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period while this Agreement is binding in terms of section 34 (2) of the Labour Relations Act, 1956, the Fund shall be administered by the Trusteë, constituted as provided for in section 1, until the Agreement expires, whereafter the Fund shall be liquidated.

(3) Any vacancy occurring among the Trusteë shall be filled by the party who in terms of the Constitution nominated the Trustee whose place is to be filled. If for any reason a party fails to nominate a Trustee or Trusteë the Industrial Registrar may select a Trustee or Trusteë from employers and employees in the Industry so as to ensure an equality of employer and employee representatives on the Board of Trusteë. The Trustee shall exercise the powers of the Council and the Executive and Standing Committees: Provided, however, that all moneys and securities of the Fund shall be dealt with and expended only for the purposes of the Fund and in accordance with the provisions of this Agreement. In the event of the Trusteë being unable or unwilling to discharge their duties or a deadlock arising thereon which renders the administration of the Fund

wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, kan hy 'n persoon of persone aanstel om die pligte van die Trustees uit te voer en dié persoon of persone moet dan al die bevoegdhede van die Trustees vir dié doel besit.

18. LIKWIDASIE VAN FONDS

(1) By likwidasië van die Fonds kragtens klousule 16 moet die likwidateur die bates van die Fonds te gelde maak en jaargeldpolisse, betaalbaar gedurende die lewe van die polishouer, van 'n geregistreerde lewensversekeringsmaatskappy koop vir alle persone wat aftreetoelae ontvang wat gemagtig word ingevolge klousule 9 of 10 van hierdie Ooreenkoms. Enige oorblywende saldo, nadat die likwidasiëkoste betaal is, moet, indien die Nywerheidsregistrator dit gelas, oorgedra word na 'n ander fonds wat ingestel is vir die voordeel van werknemers in die Nywerheid van dieselfde klas as die lede van die Fonds, of, by gebrek aan so 'n lasgewing, moet dit op 'n regverdige grondslag verdeel word, soos deur 'n aktuaris aanbeveel, onder die lede wat op die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan lede van die Fonds was en minstens 15 jaar lank lid was.

(2) Behoudens die lasgewing van die Nywerheidsregistrator, kan die likwidateur die bedrag wat aan 'n lid ingevolge subklousule (1) verskuldig is, gebruik om van 'n geregistreerde lewensversekeringsmaatskappy 'n jaargeldpolis vir daardie lid te koop wat vanaf die pensioenleefyd betaalbaar is, of kan hy die verskuldigde bedrag regstreeks aan die lid betaal.

(3) Die Fonds moet gelikwideer word deur die Trustees of die persoon of persone in klousule 16 bedoel, na gelang van die geval.

BYLAE A

VAN TOEPASSING TEN OPSIGTE VAN GRAAD I-, GRAAD II- EN GRAAD III-LEDE

1. *Aftreetoelae.*—(1) 'n Aftreetoelae soos in klousule 10 (1) van hierdie Ooreenkoms uiteengesit, moet toegestaan word aan 'n lid wat die pensioenleefyd bereik het: Met dien verstande egter dat 'n man wat op 30 Junie 1959 lid van die vakvereniging was en minstens 40 jaar lidmaatskap voltooi het, te eniger tyd nadat hy die ouderdom van 60 jaar bereik het, vir die toelae in aanmerking kom.

(2) Die aftreetoelae van 'n lid wat nie 'n Graad III-lid is nie en wat op of na 1 Januarie 1983 ooreenkomstig klousule 1 (1) van hierdie Bylae aftree, moet soos volg wees:

(a) Ten opsigte van lidmaatskap voor 1 Januarie 1981:

(i) Graad I-lede, R52,86 per week (maksimum toelae);

(ii) Graad II-lede, R31,38 per week (maksimum toelae).

Ten einde vir die maksimum toelae in aanmerking te kom, moet 'n lid voor 1 Januarie 1981 minstens 40 jaar lidmaatskap voltooi het: Met dien verstande egter dat 'n ou lid wat weens sy ouderdom toe hy vir die eerste maal as lid toegelaat is, nie in staat is om 40 jaar totale lidmaatskap te voltooi nie, vir die maksimum toelae in aanmerking kom na minstens 25 jaar lidmaatskap voor 1 Januarie 1981.

Die toelae wat betaalbaar is aan 'n lid wat nie vir die maksimum toelae in aanmerking kom nie, moet bereken word volgens die verhouding van sy getal jaar lidmaatskap voor 1 Januarie 1981 tot 40: Met dien verstande egter dat die proporsionele toelae wat betaalbaar is aan 'n ou lid wat weens sy ouderdom toe hy vir die eerste keer as lid toegelaat is, nie in staat is om 40 jaar totale lidmaatskap te voltooi nie, bereken moet word volgens die verhouding van die getal jaar lidmaatskap voor 1 Januarie 1981 tot 25. In geen geval mag die betaalbare toelae groter wees as die maksimum toelae wat in hierdie paragraaf bedoel word nie; plus

(b) Ten opsigte van lidmaatskap na 1 Januarie 1981:

Die aftreetoelae moet gelyk wees aan een en twee derde persent van die lid se pensioengewende gemiddelde minimum loon oor die laaste drie jaar voor aftrede, vir elke jaar lidmaatskap na 1 Januarie 1981 vanaf 16 Maart 1981 tot op die datum van aftrede.

(3) Die aftreetoelae van 'n lid wat gedeeltelik Graad IV-lidmaatskap besit en wat op of ná 1 Januarie 1983 aftree, moet bepaal word as die som van—

(a) ten opsigte van sy lidmaatskap as 'n Graad IV-lid—

'n aftreetoelae gelyk aan dié gedeelte van die aftreetoelae hierin uiteengesit waarop die lid ooreenkomstig klousule 1 (2) van Bylae B geregtig sou gewees het indien hy gedurende die hele tydperk van sy lidmaatskap 'n Graad IV-lid was. Die gedeelte hierbo bedoel, moet gelyk wees aan die tydperk van werklike Graad IV-lidmaatskap, gedeel deur die volle tydperk van lidmaatskap; plus

(b) ten opsigte van sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid—

'n aftreetoelae bepaal ooreenkomstig klousule 1 (2) (b) hiervan, gebaseer op sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid.

(4) Ten einde die aftreetoelae te bepaal ten opsigte van die tydperk van lidmaatskap tot 31 Desember 1980, moet Graad III-lidmaatskap van vakleerlinge vanaf 1 Julie 1959 as Graad II-lidmaatskap behandel word.

(5) Indien 'n lid wie se lidmaatskap voor 1 Januarie 1981 begin het, gedurende sy lidmaatskap gedeeltelik as 'n Graad I- en gedeeltelik as 'n Graad II- of Graad III-lid in diens was, moet die toelae wat ten opsigte van sy tydperk van lidmaatskap tot 31 Desember 1980 aan hom betaalbaar is, bereken word *pro rata* volgens die getal jaar wat hy voor dié datum in elke Graad in diens was.

impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a person or persons to carry out the duties of the Trustees and such person or persons shall possess all the powers of the Trustees for such purpose.

18. LIQUIDATION OF FUND

(1) Upon liquidation of the Fund in terms of section 16, the liquidator shall realise the assets of the Fund and purchase annuities payable for life from a registered life insurance company for all persons in receipt of retirement allowances authorised in terms of section 9 or 10 of this Agreement. Any balance remaining after payment of the costs of liquidation shall, if the Industrial Registrar so directs, be transferred to some other fund established for the benefit of employees in the Industry of the same class as the members of the Fund, or, in the absence of any such direction, shall be apportioned on an equitable basis, recommended by an actuary, amongst the members, who, at the date of expiry of this Agreement or any extension thereof, were members of the Fund and had not less than 15 years of membership.

(2) Subject to the direction of the Industrial Registrar, the liquidator may use any amount due to a member in terms of subsection (1) to purchase from a registered life insurance company an annuity for that member payable from the pensionable age, or may pay the amount due direct to the member.

(3) The Fund shall be liquidated by the Trustees or the person or persons referred to in section 16, as the case may be.

ANNEXTURE A

APPLICABLE IN RESPECT OF GRADE I, GRADE II AND GRADE III MEMBERS

1. *Retirement allowances.*—(1) A retirement allowance, as specified in section 10 (1) of this Agreement, shall be granted to a member who has attained the pensionable age: Provided, however, that a male who was a member of the union on 30 June 1959 and who has completed not less than 40 years' membership shall be eligible for the allowance at any time after he has attained the age of 60 years.

(2) The retirement allowance of a member who has no Grade IV membership and who retires on or after 1 January 1983 in accordance with section 1 (1) of this Annexure shall be as follows:

(a) In respect of membership prior to 1 January 1981:

(i) Grade I members, R52,86 per week (maximum allowance).

(ii) Grade II members, R31,38 per week (maximum allowance).

In order to qualify for the maximum allowance, a member shall have completed not less than 40 years' membership prior to 1 January 1981: Provided, however, that an old member who, because of his age when he was first admitted to membership, is unable to complete 40 years' total membership, shall qualify for the maximum allowance after not less than 25 years' membership prior to 1 January 1981.

The allowance payable to a member who does not qualify for the maximum allowance shall be calculated in the proportion that the number of years of membership prior to 1 January 1981 bears to 40: Provided, however, that the proportionate allowance payable to an old member who, because of his age when he was first admitted to membership, is unable to complete 40 years of total membership, shall be calculated in the proportion that the number of years of membership prior to 1 January 1981 bears to 25. In no case shall the allowance payable exceed the maximum allowance referred to in this paragraph; plus

(b) In respect of membership after 1 January 1981:

The retirement allowance shall be equal to one and two-thirds per cent of the member's pensionable minimum wage averaged over the last three years before retirement, for each year of membership after 1 January 1981 from 16 March 1981 up to the date of retirement.

(3) The retirement allowance of a member who has partly Grade IV membership and who retires on or after 1 January 1983 shall be determined as the sum of—

(a) in respect of his membership as a Grade IV member—

a retirement allowance equal to such proportion as outlined herein of the retirement allowance to which the member would have been entitled in accordance with section 1 (2) of Annexure B had he been a Grade IV member for the full period of his membership. The proportion referred to above shall be equal to the period of actual Grade IV membership, divided by the full period of membership; plus

(b) in respect of his membership as a Grade I, Grade II or Grade III member—

a retirement allowance determined in accordance with section 1 (2) (b) hereof based on his membership as a Grade I, Grade II or Grade III member.

(4) For the purposes of determining the retirement allowance in respect of the period of membership up to 31 December 1980, Grade III membership of apprentices from 1 July 1959 shall be treated as Grade II membership.

(5) Should a member, whose membership commenced prior to 1 January 1981, have served his membership partly as a Grade I and partly as a Grade II or Grade III member, the allowance payable to him in respect of his period of membership up to 31 December 1980, shall be calculated *pro rata* according to the number of years served in each Grade before such date.

(6) 'n Lid kan na die bereiking van die ouderdom van 60 jaar maar voor die bereiking van die pensioenleef tyd aftree. In hierdie geval moet sy aftreetoelae ooreenkomstig klousule 1 (2) van hierdie Bylae bereken word en verminder word met 5 persent per jaar ten opsigte van die tydperk tussen die vroeë en normale aftreedatums: Met dien verstande egter dat 'n man wat op 30 Junie 1959 lid van die vakvereniging was, en—

(a) wat minstens 40 jaar lidmaatskap voltooi het, na die bereiking van die ouderdom 60 jaar en voor die bereiking van die pensioenleef tyd kan aftree sonder enige vermindering in sy aftreetoelae; of

(b) wat minstens 37 jaar lidmaatskap voltooi het, onderworpe aan die goedkeuring van die Vaste Komitee, na die bereiking van die ouderdom van 57 jaar, maar voor die bereiking van die pensioenleef tyd, kan aftree. In hierdie geval moet sy aftreetoelae ooreenkomstig klousule 1 (2) van hierdie Bylae bereken word en verminder word met 5 persent per jaar ten opsigte van die tydperk tussen die vroeë aftreedatum en die datum waarop hy 40 jaar lidmaatskap voltooi of die ouderdom van 60 jaar bereik, naamlik die jongste datum.

(7) Die aftreetoelae betaalbaar aan 'n vroulike lid wat die keuse het om op die ouderdom van 55 af te tree, moet ooreenkomstig klousule 1 (2) (a) van hierdie Bylae bereken word, behalwe dat dié toelae gebaseer moet word op die lid se volle lidmaatskap en nie op haar lidmaatskap slegs voor 1 Januarie nie.

Sodanige aftreetoelae moet vermeerder word met bonusse wat van tyd tot tyd verklaar word, tesame met sodanige bykomstige aftreetoelae as wat die Vaste Komitee, na oorlegpleging met die Aktuaris, bepaal om te vergoed vir die bydraes wat betaal is maar wat meer was a R2,00 per week (Graad II-lidmaatskap) en R4,00 per week (Graad I-lidmaatskap).

2. *Toelae vir afhanklikes.*—(1) Die toelae wat betaal moet word aan 'n weduwee wat vir 'n toelae ooreenkomstig klousule 12 (1) van hierdie Ooreenkoms kwalifiseer, moet gelyk wees aan die som van die volgende gedeeltes:

(a) Ten opsigte van lidmaatskap as 'n Graad IV-lid: 'n kwart; plus

(b) ten opsigte van sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid; die helfte;

van die aftreetoelae waarop die lid geregtig sou gewees het op die datum waarop hy die pensioenleef tyd sou bereik het indien hy gelewe het en voortgegaan het om tot op sodanige datum 'n lid te wees, met die veronderstelling dat sy minimum loon soos op die datum van sy afsterwe onveranderd sou gebly het. Sodanige toelae moet steeds betaal word totdat die weduwee of te sterwe kom of weer trou. Insgelyks moet 'n verdere derde van die toelae wat die weduwee ontvang ten opsigte van die lid se lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders. Tensy die Beheerraad anders besluit, moet 'n kind by die bereiking van die ouderdom van 18 jaar nie meer as 'n afhanklike beskou word nie.

(2) Die toelae wat betaal moet word aan 'n weduwee, uitgesonderd die weduwee van 'n ou pensioenaris, wat vir 'n toelae ooreenkomstig klousule 12 (2) van hierdie Ooreenkoms kwalifiseer, moet gelyk wees aan die som van die volgende gedeeltes:

(a) Ten opsigte van lidmaatskap as 'n Graad IV-lid: 'n kwart; plus

(b) ten opsigte van sy lidmaatskap as 'n Graad I-, Graad II- of Graad III-lid: die helfte;

van die toelae wat aan die lid betaal sou gewees het indien hy nie gesterf het nie, in die veronderstelling dat, waar die lid nie 'n aftreetoelae ontvang het nie, daar 'n aftreetoelae op die dag voor sy dood aan hom toegestaan is.

Die betaling van die toelae moet begin by die afsterwe van die lid of by verstryking van die tydperk van 60 maande in klousules 9 (3) en 10 (3) van hierdie Ooreenkoms bedoel, en wel die jongste datum. Insgelyks moet 'n verdere bedrag gelyk aan een derde van die toelae wat aan die weduwee betaal word, ten opsigte van die lid se lidmaatskap as Graad I-, Graad II- of Graad III-lid, betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders solank daar een of meer afhanklike kinders is. Tensy die Beheerraad anders besluit, moet 'n kind by die bereiking van die ouderdom van 18 jaar nie langer as 'n afhanklike beskou word nie.

(3) Die toelae wat betaal moet word aan die weduwee van 'n ou pensioenaris wat vir 'n toelae ooreenkomstig klousule 12 (2) van hierdie Ooreenkoms kwalifiseer, moet gelyk wees aan 'n kwart van die toelae wat aan die lid betaal sou gewees het indien hy nie gesterf het nie. Insgelyks kan 'n verdere bedrag gelyk aan 'n kwart van die aftreetoelae na goeddunke van die Beheerraad betaal word aan elke kind wat as afhanklike kwalifiseer, onderworpe aan 'n maksimum van drie kinders solank daar een of meer afhanklike kinders is. Tensy die Beheerraad anders besluit, moet 'n kind by die bereiking van die ouderdom van 18 jaar nie langer as 'n afhanklike beskou word nie.

(4) Indien die weduwee of ander afhanklike van 'n afgestorwe lid aan wie 'n toelae ooreenkomstig hierdie klousule toegestaan is, in die huwelik tree of te sterwe kom, mag daar na die datum van sodanige huwelik of afsterwe geen verdere bedrag ingevolge hierdie klousule uit die Fonds aan so iemand betaal word nie.

(6) A member may retire after the attainment of the age of 60 but before attainment of the pensionable age. In this event his retirement allowance shall be calculated in terms of section 1 (2) of this Annexure and reduced by 5 per cent per annum in respect of the period between the early and normal retirement dates: Provided, however, that a male, who was a member of the union on 30 June 1959, and—

(a) who has completed not less than 40 years' membership may retire after attainment of the age of 60 and before attainment of the pensionable age without any reduction in his pensionable allowance; or

(b) who has completed 37 years' membership may, subject to the approval of the Standing Committee, retire after attainment of the age of 57 and before attainment of the pensionable age. In this event his retirement allowance shall be calculated in terms of section 1 (2) of this Annexure and reduced by 5 per cent per annum in respect of the period between the early retirement date and the date when he completes 40 years' membership or attainment of age 60, whichever is the later.

(7) The retirement allowance payable to a female member who has the option to retire at the age of 55 shall be determined in accordance with section 1 (2) (a) of this Annexure, except that such allowance will be based on the member's total membership as opposed to her membership prior to 1 January 1981 only.

Such retirement allowance shall be increased by bonuses declared from time to time, together with such additional retirement allowance as the Standing Committee, after consulting the Actuary, determines to allow for contributions paid in excess of R2 per week (Grade II membership) and R4 per week (Grade I membership).

2. *Allowances for dependants.*—(1) The allowance to be paid to a widow who qualifies for an allowance in terms of section 12 (1) of this Agreement shall be equal to the sum of the following proportions:

(a) In respect of any membership as a Grade IV member: a quarter; plus

(b) in respect of his membership as a Grade I, Grade II or Grade III member: one half;

of the retirement allowance to which the member would have been entitled at the date he would have attained the pensionable age, had he lived and continued to be a member until such date, assuming that his minimum wage as at the date of his death would have remained unchanged. Such allowance shall continue to be paid until such time as the widow either dies or remarries. Similarly, a further one-third of the allowance being paid to the widow in respect of the member's membership as a Grade I, Grade II or Grade III member shall be paid to each qualifying child dependant, subject to a maximum of three children. Unless otherwise decided by the Governing Board, a child on reaching the age of 18 years shall cease to be regarded as a dependant.

(2) The allowance to be paid to a widow, other than a widow of an old pensioner, who qualifies for an allowance in terms of section 12 (2) of this Agreement shall be equal to the sum of the following proportions:

(a) In respect of any membership as a Grade IV member: a quarter; plus

(b) in respect of his membership as a Grade I, Grade II or Grade III member: one-half of the allowance the member would have been paid had he not died, assuming, where the member was not in receipt of a retirement allowance, that he was granted a retirement allowance on the day before his death. The payment of such allowance shall commence on the death of the member or the expiry of the 60-month period referred to in section 9 (3) and 10 (3) of this Agreement, whichever is the later. Similarly, a further amount equal to one-third of the allowance being paid to the widow in respect of the member's membership as a Grade I, Grade II or Grade III member shall be paid to each qualifying child dependant, subject to a maximum of three children while there are one or more child dependants. Unless otherwise decided by the Governing Board, a child on reaching the age of 18 years shall cease to be regarded as a dependant.

(3) The allowance to be paid to a widow of an old pensioner who qualifies for an allowance in terms of section 12 (2) of this Agreement shall be equal to a quarter of the allowance the member would have been paid had he not died. Similarly, in the discretion of the Governing Board, a further amount equal to one-quarter of the retirement allowance may be paid to each qualifying child dependant, subject to a maximum of three children while there are one or more child dependants. Unless otherwise decided by the Governing Board, a child on reaching the age of 18 years shall cease to be regarded as a dependant.

(4) Should the widow or other dependant of a deceased member, who has been granted an allowance in terms of this section, contract a marriage or die, no further payment in terms of this section shall be made from the Fund to that person after the date of such marriage or death.

3. *Sterftetoekenning*.—(1) Die bedrag van die sterftetoekenning wat ná 31 Desember 1980 betaalbaar is aan die afhanklike of benoemde van 'n afgestorwe lid ooreenkomstig klousule 14 van hierdie Ooreenkoms moet soos volg bepaal word:

(a) Ten opsigte van die afsterwe van 'n nie-bydraende onaktiewe ou lid:

Graad I: R100 ten opsigte van die eerste vyf jaar (60 maande) lidmaatskap, en daarna met verhogings van R12 vir elke bykomende jaar (12 maande) lidmaatskap, tot 'n maksimum van altesaam R400;

Graad II: R100 ten opsigte van die eerste vyf jaar (60 maande) lidmaatskap, en daarna met verhogings van R6 vir elke bykomende jaar (12 maande) lidmaatskap, tot 'n maksimum van altesaam R200;

(b) ten opsigte van die afsterwe van 'n lid, uitgesonderd 'n lid in (a) hiervan, wat 'n aftretoelae ontvang of wat ooreenkomstig klousule 10 (2) (e) geag word 'n aftretoelae te ontvang:

Graad I: R400;

Graad II: R200;

Graad III: R200;

(c) ten opsigte van die afsterwe van 'n lid, uitgesonderd 'n lid in (a) of (b) hiervan, 'n ronde bedrag gelyk aan die jaarlikse pensioengewende loon van die lid op die datum van sy dood.

4. *Onttrekkingsvoordele*.—'n Ou lid wat verkies het of wat geag word te verkies het om sy belange in die Fonds te verbeur, of 'n nuwe lid wat verkies het dat sy onaktiewe lidmaatskap ooreenkomstig klousule 8 (6) van hierdie Ooreenkoms nie-bydraend moet wees, moet kies om of—

(i) 'n kontantbedrag betaal te word gelyk aan—

(a) ten opsigte van elke voltooië halfjaar (ses maande) lidmaatskap vanaf 1 Julie 1959 tot 31 Desember 1974, 'n bedrag van R18 ten opsigte van Graad I-lidmaatskap en R9 ten opsigte van Graad II-lidmaatskap;

(b) ten opsigte van elke voltooië halfjaar (ses maande) lidmaatskap vanaf 1 Januarie 1975 tot 31 Desember 1980, 'n bedrag van R67,50 ten opsigte van Graad I-lidmaatskap en R33,75 ten opsigte van Graad II-lidmaatskap; en

(c) ten opsigte van lidmaatskap vanaf 1 Januarie 1981, 'n terugbetaling van al die bydraes van die lid tot die Fonds ná 1 Januarie 1981, tesame met rente teen twee persent per jaar vir elke voltooië jaar vanaf 1 Januarie 1981 of vanaf die datum waarop die lid begin bydra het, indien dié datum ná 1 Januarie 1981 val, tot op die datum van sy bedanking of skorsing; of

(ii) 'n uitgestelde aftretoelae te ontvang, bepaal ooreenkomstig klousule 1 hiervan en gebaseer op die lid se pensioengewende loon en tydperk van lidmaatskap op die datum van sy bedanking of skorsing: Met dien verstande egter dat dié aftretoelae gebaseer moet wees op die voordele van krag op die datum van die lid se bedanking of skorsing.

BYLAE B

VAN TOEPASSING TEN OPSIGTE VAN GRAAD IV-LEDE

1. *Aftretoelae*.—(1) 'n Aftretoelae, soos in klousule 10 (1) van hierdie Ooreenkoms uiteengesit, moet toegestaan word aan 'n lid wat minstens 10 jaar lidmaatskap voltooi het en die pensioenleefyd bereik het.

(2) Die aftretoelae van 'n lid wat ooreenkomstig klousule 1 (1) van hierdie Bylae op of na 17 Maart 1981 aftree, is gelyk aan R25,00 per week (maksimum toelae).

Ten einde vir die maksimum toelae in aanmerking te kom, moet 'n lid minstens 25 jaar lidmaatskap voltooi het. Die toelae wat betaalbaar is aan 'n lid wat nie vir die maksimum toelae in aanmerking kom nie, moet bereken word volgens die verhouding van sy getal jare lidmaatskap tot 25.

(3) 'n Lid kan aftree nadat hy die ouderdom van 60 jaar bereik het maar voordat hy die pensioenleefyd bereik het. In dié geval word sy aftretoelae bereken ooreenkomstig klousule 1 (2) van hierdie Bylae en verminder met vyf persent per jaar ten opsigte van die tydperk tussen die vroeë en die gewone aftreedatum.

2. *Toelae vir weduwees*.—(1) Die toelae wat betaal moet word aan 'n weduwee wat vir 'n toelae ooreenkomstig klousule 12 (1) van hierdie Ooreenkoms kwalifiseer, moet gelyk wees aan 'n kwart van die aftretoelae waarop die lid geregtig sou gewees het op die datum waarop hy die pensioenleefyd sou bereik het indien hy gelewe het en voortgegaan het om tot op sodanige datum lid te wees. Sodanige toelae moet steeds betaal word totdat die weduwee of te sterwe kom of weer trou.

(2) Die toelae wat betaal moet word aan 'n weduwee wat vir die toelae ooreenkomstig klousule 12 (2) van hierdie Ooreenkoms kwalifiseer, moet gelyk wees aan 'n kwart van die aftretoelae wat aan die lid betaal sou geword het indien hy nie te sterwe gekom het nie, in die veronderstelling dat, waar die lid nie 'n aftretoelae ontvang het nie, daar 'n aftretoelae op die dag voor sy dood aan hom toegestaan is. Die toelae aan die weduwee moet 'n aanvang neem by die dood van die lid of die verstrekking van die tydperk van 60 maande in klousules 9 (3) en 10 (3) van hierdie Ooreenkoms bedoel, naamlik die jongste datum, en moet steeds betaal word totdat die weduwee of te sterwe kom of weer trou.

(3) Indien die weduwee of ander afhanklike van 'n afgestorwe lid aan wie 'n toelae ingevolge hierdie klousule toegestaan is, in die huwelik tree, mag daar na die datum van sodanige huwelik geen verdere bedrag ingevolge hierdie klousule uit die Fonds aan daardie persoon betaal word nie.

3. *Mortality Grants*.—The amount of mortality grant payable after 31 December 1980 to the dependent or nominee of a deceased member in terms of section 14 of this Agreement shall be ascertained as follows:

(a) In respect of the death of a non-contributory inactive old member:

Grade I: R100 in respect of the first five years (60 months) of membership, thereafter increasing at the rate of R12 for each additional year (12 months) of membership to a maximum of R400 in all;

Grade II: R100 in respect of the first five years (60 months) of membership, thereafter increasing at the rate of R6 for each additional year (12 months) of membership to a maximum of R200 in all;

(b) in respect of the death of a member, other than a member in (a) hereof, who is in receipt of, or who is deemed in terms of section 10 (2) (e) to be in receipt of, a retirement allowance:

Grade I: R400;

Grade II: R200;

Grade III: R200;

(c) in respect of the death of a member, other than a member in (a) or (b) hereof, a lump sum equal to the annual pensionable wage of the member as at the date of his death.

4. *Withdrawal Benefits*.—An old member who has elected, or is deemed to have elected, to forfeit his interest in the Fund, or a new member who has elected that his inactive membership in terms of section 8 (6) of this Agreement shall be non-contributory, shall elect either—

(i) to be paid a cash amount equal to—

(a) in respect of each complete half-year (six months) of membership from 1 July 1959 until 31 December 1974, an amount of R18 in respect of Grade I membership and R9 in respect of Grade II membership;

(b) in respect of each complete half-year (six months) of membership from 1 January 1975 to 31 December 1980, an amount of R67,50 in respect of Grade I membership and R33,75 in respect of Grade II membership;

(c) in respect of membership from 1 January 1981, a refund of all the member's contributions made to the Fund after 1 January 1981, together with interest at the rate of two per cent per annum for each completed year from 1 January 1981 or from the date that the member commenced making contributions, if such date is later than 1 January 1981, up to the date of his resignation or expulsion; or

(ii) to receive a deferred retirement allowance determined in accordance with section 1 hereof and based on the member's pensionable wage and period of membership as at the date of his resignation or expulsion: Provided, however, that such retirement allowance is to be based on the benefits in force as at the date of the member's resignation or expulsion.

ANNEXURE B

APPLICABLE IN RESPECT OF GRADE IV MEMBERS

1. *Retirement allowances*.—(1) A retirement allowance, as specified in section 10 (1) of this Agreement, shall be granted to a member who has completed not less than 10 years' service and has attained the pensionable age.

(2) The retirement allowance of a member who retires on or after 17 March 1981 in accordance with section 1 (1) of this Annexure shall be equal to R25,00 per week (maximum allowance).

In order to qualify for the maximum allowance, a member shall have completed not less than 25 years' membership. The allowance payable to a member who does not qualify for the maximum allowance, shall be calculated in the proportion that the number of years of membership bears to 25.

(3) A member may retire after attainment of the age of 60 but before attainment of the pensionable age. In this event his retirement allowance shall be calculated in terms of section 1 (2) of this Annexure and reduced by five per cent per annum in respect of the period between the early and normal retirement dates.

2. *Widow's allowances*.—(1) The allowance to be paid to a widow who qualifies for an allowance in terms of section 12 (1) of this Agreement shall be equal to a quarter of the retirement allowance to which the member would have been entitled at the date he would have attained the pensionable age, had he lived and continued to be a member until such date. Such allowance shall continue to be paid until such time as the widow either dies or remarries.

(2) The allowance to be paid to a widow who qualifies for an allowance in terms of section 12 (2) of this Agreement shall be equal to a quarter of the allowance the member would have been paid had he not died, assuming, where the member was not in receipt of a retirement allowance, that he was granted a retirement allowance on the day before his death. The allowance to the widow shall commence to be paid on the death of the member or the expiry of the 60-month period referred to in sections 9 (3) and 10 (3) of this Agreement, whichever is the later, and shall continue to be paid until such time as the widow either dies or remarries.

(3) Should the widow or other dependant of a deceased member, who has been granted an allowance in terms of this section, contract a marriage, no further payment in terms of this section shall be made from the Fund to that person after the date of such marriage.

3. *Sterftetoekennings*.—(1) Die bedrag van die sterftetoekening wat ná 31 Desember 1980 betaalbaar is aan die afhanklike of benoemde van 'n afgestorwe lid ooreenkomstig klousule 14 van hierdie Ooreenkoms moet soos volg bepaal word:

(a) Ten opsigte van die afsterwe van 'n lid wat 'n aftreetoelae ontvang of wat ooreenkomstig klousule 10 (2) (e) geag word 'n aftreetoelae te ontvang, 'n ronde bedrag van R300;

(b) ten opsigte van die afsterwe van 'n lid, uitgesonderd 'n lid in (a) hiervan, 'n ronde bedrag van R2 628,08.

4. *Onttrekkingsvoordele*.—'n Lid wat verkies het dat sy onaktiewe lidmaatskap ooreenkomstig klousule 8 (6) van hierdie Ooreenkoms nie-bydraend moet wees, moet kies om óf—

(i) 'n kontantbedrag betaal te word gelyk aan—

(a) ten opsigte van die tydperk van lidmaatskap van die Arbeidershulpfonds, 'n bedrag van 20c vir elke week waarin daar 'n volle bydrae ten opsigte van hom betaal is aan die Arbeidershulpfonds of die Arbeidershulpfonds vir Swartes: Met dien verstande egter dat daar aan 'n fabriekshelper, skermwerker en proefskermdrukker 'n bedrag van 3c betaal moet word vir elke week waarin daar 'n volle bydrae ten opsigte van hom tot 31 Desember 1975 betaal is aan die Arbeidershulpfonds of die Arbeidershulpfonds vir Swartes, en 'n bedrag van 20c vir elke week waarin daar 'n volle bydrae ten opsigte van hom vanaf 1 Januarie 1981 betaal is aan die Arbeidershulpfonds;

(b) ten opsigte van lidmaatskap vanaf 1 Januarie 1981, 'n terugbetaling van al die bydraes van die lid tot die Fonds ná 1 Januarie 1981, tesame met rente teen twee persent per jaar vir elke voltooide jaar vanaf 1 Januarie 1981 of vanaf die datum waarop die lid begin bydra het, indien dié datum ná 1 Januarie 1981 val, tot op die datum van sy bedanking of skorsing; óf

(ii) 'n uitgestelde aftreetoelae te ontvang, gelyk aan dié gedeelte van die aftreetoelae hierin uiteengesit waarop die lid ooreenkomstig klousule 1 hiervan geregtig sou gewees het as hy tot op die pensioenleeftyd lid sou gebly het: Met dien verstande egter dat dié aftreetoelae gebaseer moet wees op die bystand van krag op die datum van die lid se bedanking of skorsing. Die gedeelte hierin bedoel, moet gelyk wees aan die tydperk van lidmaatskap op die datum van die lid se bedanking of skorsing, gedeel deur die volle tydperk van lidmaatskap wat die lid in diens sou gewees het indien hy tot op die pensioenleeftyd lid sou gebly het.

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit is, verklaar die ondergetekende gemagtigde beamptes van die Raad hierby dat die voornoemde die Ooreenkoms is waartoe daar geraak is en heg hulle hul handtekeninge daarby aan.

Op hede die 5de dag van Julie 1983 te Johannesburg onderteken.

H. W. MILLER, Werkgewersvertegenwoordiger, Voorsitter van die Raad.

M. DEYSEL, Werknemersvertegenwoordiger.

R. F. CROWTHER, Sekretaris van die Raad.

3. *Mortality Grants*.—(1) The amount of the mortality grant payable after 31 December 1980 to the dependant or nominee of a deceased member in terms of section 14 of this Agreement shall be ascertained as follows:

(a) In respect of the death of a member who is in receipt of, or who is deemed in terms of section 10 (2) (e) to be in receipt of, a retirement allowance, a lump sum of R300;

(b) in respect of the death of a member, other than a member in (a) hereof, a lump sum of R2 628,08.

4. *Withdrawal Benefits*.—A member who has elected that his inactive membership shall be non-contributory in terms of section 8 (6) of this Agreement shall elect either—

(i) to be paid a cash amount equal to—

(a) in respect of the period of membership of the Labourers' Benefit Fund, an amount of 20c for each week for which a full contribution was paid in respect of him to the Labourers' Benefit Fund or the African Workers' Benefit Fund: Provided, however, that a factory aid, screen worker and screen printing probationer shall be paid an amount of 3c for each week for which a full contribution was paid in respect of him to the Labourers' Benefit Fund or the African Workers' Benefit Fund up to 31 December 1975, and an amount of 20c for each week for which a full contribution was paid in respect of him to the Labourers' Benefit Fund from 1 January 1976;

(b) in respect of membership from 1 January 1981, a refund of all the member's contributions made to the Fund after 1 January 1981, together with interest at the rate of two per cent per annum for each completed year from 1 January 1981 or from the date that the member commenced making contributions, if such date is later than 1 January 1981, up to the date of his resignation or expulsion; or

(ii) to receive a deferred retirement allowance, equal to such proportion as outlined herein of the retirement allowance to which the member would have been entitled in accordance with section 1 hereof had he remained a member until his pensionable age: Provided, however, that such retirement allowance is to be based on the benefits in force as at the date of the member's resignation or expulsion. The proportion referred to herein is to be equal to the period of membership as at the date of the member's resignation or expulsion, divided by the total period of membership that the member would have served had he remained a member until the pensionable age.

The employers' organisations and the trade union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Signed at Johannesburg, this 5th day of July 1983.

H. W. MILLER, Employers' Representative, Chairman of the Council.

M. DEYSEL, Employees' Representative.

R. F. CROWTHER, Secretary of the Council.

INHOUD

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