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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 107.] [22 Januarie 1960.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

DRANK- EN VERVERSINGSBEDRYF, DURBAN.— VOORSORGFONDS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel
agt-en-veertig van die Wet op Nywerheidsversoening,
1956, soos gewysig, dat al die bepalings van
die Ooreenkoms wat in die Bylae hiervan verskyn
en op die Drank- en Verversingsbedryf betrekking
het, vanaf 1 Februarie 1960 en vir die tydperk wat
op 31 Januarie 1963 eindig, bindend is vir die
werkgewersorganisasie en vakvereniging wat
genoemde Ooreenkoms aangegaan het en vir die
werkgewers wat lede van daardie organisasie is en
die klasse werknemers soos uiteengesit in klousule
5 (1) van genoemde Ooreenkoms, wat lede van
daardie vereniging is; en
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
vervat in klousules 3 tot en met 12, 14 en 15 van
genoemde Ooreenkoms vanaf 1 Februarie 1960,
en vir die tydperk wat op 31 Januarie 1963 eindig,
bindend is vir alle werkgewers en die klasse werk-
nemers soos uiteengesit in klousule 5 (1) van
genoemde ooreenkoms anders as dié vermeld in
paragraaf (a) van hierdie kennisgewing, betrokke
by of in diens van genoemde bedryf in die gebied
binne 'n straal van 10 myl van die Hoofposkantoor,
Durban, af, maar binne die landdrosdistrik Durban
en daardie gedeeltes van die landdrosdistrikte
Inanda en Pinetown wat binne 'n straal van elf
myl van die Hoofposkantoor, Durban af, geleë is.

M. VIJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGS- BEDRYF, DURBAN.

VOORSORGSFONDSOOREENKOMS.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening,
1956 (soos gewysig), gesluit en aangegaan tussen die

Hotel Association of Durban and District

(hieronder „die werkgewers” of die „werkgewersorganisasie”
genoem), aan die een kant, en die

Natal Liquor and Catering Trade Employees' Union

(hieronder „die werknemers” of die „Vakvereniging” genoem),
aan die ander kant,

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

A—7144942

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 107.] [22 January, 1960.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

LIQUOR AND CATERING TRADE, DURBAN. PROVIDENT FUND.

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section
forty-eight of the Industrial Conciliation Act,
1956, as amended, declare that all the provisions
of the Agreement which appears in the Schedule
hereto and which relates to the Liquor and Catering
Trade, shall be binding from the 1st February, 1960,
and for the period ending the 31st January, 1963,
upon the employers' organisation and the trade
union which entered into the said Agreement and
upon the employers who are members of that
organisation and the classes of employees referred
to in clause 5 (1) of the said Agreement who are
members of that union; and
- (b) in terms of paragraph (b) of sub-section (1) of section
forty-eight of the said Act, declare that the
provisions contained in clauses 3 to 12 (inclusive),
14 and 15 of the said Agreement shall be binding
from the 1st February, 1960, and for the period
ending the 31st January, 1963, upon all employers
and the classes of employees referred to in clause 5
(1) of the said Agreement, other than those referred
to in paragraph (a) of this notice engaged or em-
ployed in the said trade in the area within a radius
of ten miles from the General Post Office, Durban,
but within the Magisterial District of Durban and
those portions of the Magisterial Districts of Inanda
and Pinetown which fall within a radius of eleven
miles from the General Post Office, Durban.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, DURBAN.

PROVIDENT FUND AGREEMENT.

AGREEMENT

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

Hotel Association of Durban and District

(hereinafter referred to as “the employers” or “the employers’
organisation”), on the one part, and

The Natal Liquor and Catering Trade Employees' Union,
(hereinafter referred to as “the employee” or “the Trade
Union”) on the other part,

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

1—6357

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebied binne 'n omtrek van tien myl vanaf die Hoofposkantoor, Durban, maar binne die landdrostdistrik Durban en die gedeeltes van die landdrostdistrikte Inanda en Pinetown wat binne 'n omtrek van elf myl van die Hoofposkantoor, Durban, val, deur alle werkgewers in die Drank- en Verversingsbedryf wat lede van die werkgewersorganisasie is en deur die klasse werknemers genoem in klousule 5 (1) van hierdie Ooreenkoms wat lede van die Vakvereniging is en in daardie Nywerheid in diens is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en wat in die Wet omskryf is, het dieselfde betekenis as in daardie Wet en enige verwysing na 'n wet omvat ook elke wysiging van dié wet. Voorts, tensy strydig met die samehang, beteken—

- „Wet” die Wet op Nywerheidsversoenig, 1956, (soos gewysig);
- „Aanhangsel A” die vorm voorgeskryf in Aanhangsel A hiervan of sodanige ander vorm wat die Raad in plaas daarvan voorskryf;
- „Aanhangsel B” die vorm voorgeskryf in Aanhangsel B hiervan of sodanige ander vorm wat die Raad in plaas daarvan voorskryf;
- „Aanhangsel C” die vorm voorgeskryf in Aanhangsel C hiervan of sodanige ander vorm wat die Raad in plaas daarvan voorskryf;
- „Aanhangsel D” die vorm voorgeskryf in Aanhangsel D hiervan of sodanige ander vorm wat die Raad in plaas daarvan voorskryf;
- „Aanhangsel E” die vorm voorgeskryf in Aanhangsel E hiervan of sodanige ander vorm wat die Raad in plaas daarvan voorskryf;
- „Aanhangsel F” die Skaal van bydraes soos in Aanhangsel F hiervan uiteengesit;
- „Versekeringsmaatskappy” die Legal and General Assurance Society Limited;
- „basiese loon” die loon soos voorgeskryf in klousule 4 (1) van die Hoofooreenkoms, maar dit sluit nie lewenskostoelae kommissie, bonus of gratifikasie in nie;
- „aanvangsdatum” 1 Februarie 1960, die datum waarop die Fonds ingestel sal word;
- „bydraeloon”—

- (i) in die geval van werknemers wat weekliks betaal word, die basiese loon plus lewenskostoelae, vermenigvuldig met 4½, of
- (ii) in die geval van werknemers wat maandeliks betaal word, die basiese loon plus lewenskostoelae;

- „Raad” die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban;
- „aanvangsdatum”, die begindatum en die eerste Februarie van elke daaropvolgende jaar;
- „Fonds” die Voorsorgsfonds vir die Drank- en Verversingsbedryf, Durban, gestig ooreenkomstig klousule 4 van hierdie Ooreenkoms;
- „Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennissgewing No. 1241 van 16 Augustus 1957;
- „lid” 'n werknemer wat gekwalifiseer het om tot die Fonds toe te tree en vir wie bydraes betaal word;
- „pensioendraende loon” die minimum basiese loon waarby die lewenskostoelae en alle ander kontant byverdiensies van 'n wederkerende aard bygevoeg moet word;
- „kuratore” die kuratore aangestel ooreenkomstig Klousule 8 van hierdie Ooreenkoms;
- „Aanvullende Rekening” die aparte rekening ingestel ooreenkomstig die reglement van die Fonds.

4. INSTELLING EN DOEL VAN DIE FONDS.

(1) Hierby word daar 'n Fonds gestig wat as die Voorsorgsfonds vir die Drank- en Verversingsbedryf, Durban, bekend sal staan.

(2) Die Fonds moet deur sy reglement wat van tyd tot tyd van krag is, beheer word en benewens die bystand betaal uit die aanvullende rekening, word die bystand uit die Fonds verseker ooreenkomstig Hoofpolis No. AMP 1071 en AMP 1072, uitgereik deur die Versekeringsmaatskappy. 'n Sertifikaat van Versekering (soos van toepassing—kyk Aanhangsels A en B) waarin die besonderhede van sy bystand gemeld word, moet aan elke lid uitgereik word.

(3) Die doel van die Fonds is—

- (a) om by aftreding op die gewone aftredingsdatum aan lede kontant bystand te verleen of hulle van 'n jaargeld te voorsien;
- (b) om by die dood van 'n lid voor sy aftreding, betaling te doen aan sy benoemde begunstigde;
- (c) om aan lede by hulle aftreding voor die gewone aftredingsdatum, na die goeddunke van die kuratore, sekere bystand te verleen.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the area within a radius of ten miles from the General Post Office, Durban, but within the Magisterial District of Durban and those portions of the Magisterial District of Inanda and Pinetown which fall within a radius of eleven miles from the General Post Office, Durban, by all employers in the Liquor and Catering Trade, who are members of the employers' organisation and by the classes of employees referred to in Clause 5 (1) of this Agreement who are members of the Trade Union and are employed in that industry.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act and any reference to any Act shall include any amendment of such Act. Further, unless inconsistent with the context—

- „Act” means the Industrial Conciliation Act, 1956 (as amended);
- „Annexure A” means the form prescribed in Annexure A hereto or such other form as the Council may prescribe in its stead;
- „Annexure B” means the form prescribed in Annexure B hereto or such other form as the Council may prescribe in its stead;
- „Annexure C” means the form prescribed in Annexure C hereto or such other form as the Council may prescribe in its stead;
- „Annexure D” means the form prescribed in Annexure D hereto or such other form as the Council may prescribe in its stead;
- „Annexure E” means the form prescribed in Annexure E hereto or such other form as the Council may prescribe in its stead;
- „Annexure F” means the Scale of Contributions as set out in Annexure F hereto;
- „Assurance Society” means the Legal and General Assurance Society Limited;
- „basic wage” shall mean the wage as prescribed in clause 4 (1) of the Main Agreement and does not include Cost of Living Allowance, Commission, Bonus or Gratuity;
- „commencement date” means the 1st February 1960 on which date the Fund will be established;
- „contribution wage” means—

- (i) in the case of employees who are paid weekly, basic wage plus cost of living allowance, multiplied by 4½; or
- (ii) in the case of employees who are paid monthly, basic wage plus cost of living allowance;

- „Council” means the Industrial Council for the Liquor and Catering Trade, Durban;
- „entry date” means the commencement date and the 1st February of each subsequent year;
- „Fund” means the Durban Liquor and Catering Trade Provident Fund established in terms of Clause 4 of this Agreement;
- „Main Agreement” shall mean the Agreement published under Government Notice No. 1241 of the 16th August, 1957;
- „member” means an employee who has become eligible to join the Fund and for whom contributions are paid;
- „pensionable wage” means the minimum basic wage to which shall be added the cost of living allowance and all other cash emoluments of a recurrent nature;
- „Trustees” means the Trustees appointed in terms of Clause 8 of this Agreement;
- „Supplementary Account” means the separate account established in accordance with the Rules and Regulations of the Fund.

4. ESTABLISHMENT AND OBJECT OF THE FUND.

(1) There is hereby established a Fund to be known as the Durban Liquor and Catering Trade Provident Fund.

(2) The Fund shall be governed by its Rules and Regulations in force from time to time and apart from benefits paid out of the Supplementary Account, the benefits under the Fund are assured under Master Policies No. AMP 1071 and AMP 1072 issued by the Assurance Society. A Certificate of Assurance (as applicable—see Annexures A and B) shall be issued to each member stating the particulars of his benefits.

(3) The objects of the Fund shall be—

- (a) to provide members on retirement at the usual retirement dates with a cash benefit or an annuity;
- (b) to provide on the death of a member prior to retirement for payment to his beneficiary nominee;
- (c) to provide members on their retirement before the normal retirement date with certain benefits at the discretion of the Trustees.

5. LIDMAATSKAP.

(1) Lidmaatskap van die Fonds is verpligtend vir alle manlike werknemers wat op die begindatum, uitgesonderd as tydelike of as los werknemers in diens is in die Drank- en Verversingsbedryf, Durban, en wat nie jonger as sesien jaar is nie en wat een jaar ononderbroke diens in die Drank- en Verversingsbedryf gehad het en wat in diens is as—

- (i) kroegmanne, klasse B en D;
- (ii) kok wie se pensioendraende loon nie meer is as £50 per maand nie;
- (iii) kerriekoks;
- (iv) skakelbordbedieners, persoonlike bedieners, wasserywerkers, handlangers, wie se pensioendraende loon nie meer as £27. 10s. per maand is nie;
- (v) hyserbedieners;
- (vi) provisiekamerwerkers;
- (vii) hoofkelters wie se pensioendraende loon nie meer as £35 per maand is nie;
- (viii) joggies;
- (ix) kelters;
- (x) leerlingkelters;
- (xi) kerriekelters met een jaar of meer diens in dieselfde inrigting.

(2) Lidmaatskap van die Fonds is verpligtend vir alle manlike werknemers wat na die begindatum in die Drank- en Verversingsbedryf in diens tree, met dien verstande dat hulle nie ouer as 50 jaar is nie, maar voldoen aan die ander voorwaardes soos uiteengesit in subklousule (1) van hierdie klousule.

Sodanige werknemers word lede van die Fonds op die aanvangsdatum wat met die datum van indiensneming saamval of op die eerste daaropvolgende aanvangsdatum.

6. BEGUNSTIGDES.

(1) Elke lid moet die vorm voorgeskryf in Aanhangel C, invul en sodanige ingevulde vorm by die kuratore indien wat moet reël dat die Versekeringsmaatskappy die naam van die benoemde begunstigde op die lid se versekeringsertifikaat (Aanhangel A en B) inskryf sodat sodanige benoeming van krag kan wees.

(2) Vir die toepassing van subklousule (1) van hierdie klousule sal die volgende as begunstigdes gereken word:—

- (a) 'n Lid se vrou;
- (b) 'n lid se kinders onder die ouderdom van 21 (met inbegrip van aangenome kinders) wat uitsluitlik of gedeeltelik van die lid afhanklik is en wat by sodanige lid inwoon;
- (c) enige ander persoon wat deur die kuratore goedgekeur en deur die lid benoem is ooreenkomstig subklousule (1) van hierdie klousule.

7. BYDRAES.

(1) Elke lid moet maandeliks 'n som bydra bepaal ooreenkomstig die skaal van bydraes soos uiteengesit in Aanhangel F. Op elke Aanvangsdatum word die lid se graad ooreenkomstig sy bydraeloon bepaal en sy bydraes word op sy graad gebaseer tot die volgende aanvangsdatum. 'n Verslagkaart (kyk Aanhangel D) moet aan elke lid uitgereik word en daarop moet sy bydraes soos deur die kuratore gesertifiseer, aangetoon word.

(2) Die bydraes genoem in subklousule (1) moet elke maand deur middel van die loonverslae aangetoon word.

(3) Elke werkgewer moet 'n bedrag gelykstaande met die bydraes genoem in subklousule (1) bydra ten opsigte van elke lid in sy diens.

(4) Op elke aanvangsdatum moet die kuratore die versekeringsmaatskappy in kennis stel van die lede se grade vir die daaropvolgende Fondsjaar en moet die Versekeringsmaatskappy die premiebylaes (kyk Aanhangel E) saamstel wat aan die begin van elke maand aan die Raad gelewer word. Die Raad moet die betrokke premiebylae aan elke werkgewer lewer.

(5) Elke werkgewer moet elke maand die totale bedrag aan werkgewers en werknemers se bydraes vir die betrokke maand per afsonderlike tje tesame met die premiebylae (kyk Aanhangel E) vir daardie maand aan die Sekretaris van die Nywerheidsraad vir die Drank- en Verversingsbedryf, Durban, Posbus 1814, Durban, stuur sodat dit die kantoor voor of op die 15de dag van die maand bereik wat op die maand volg waarvoor die aftrekkings gedoen is.

8. ADMINISTRASIE VAN DIE FONDS.

(1) (a) Die administrasie van die Fonds word beheer deur 'n Raad van Kuratore wat bestaan uit—

- (i) drie kuratore wat deur die werkgewersorganisasie aangestel word, en
- (ii) drie kuratore wat deur die Vakvereniging aangestel word. (Die werkgewersorganisasie en die Vakvereniging kan ook plaasvervangers vir die vernaamste lede aanstel.)

(b) Die Raad van Kuratore moet die Fonds beheer ooreenkomstig die reglement voorgeskryf deur die Raad.

(c) Die reglement van die Fonds mag, behoudens die goedkeuring van die Raad, te eniger tyd gewysig word deur die Raad van Kuratore. Sodanige reglement of enige wysiging daarvan moet nie met die bepalinge van hierdie Ooreenkoms of met die bepalinge van die Wef strydig wees nie, en 'n afskrif van sodanige

5. MEMBERSHIP.

(1) Membership of the Fund shall be compulsory for all males who on the Commencement Date are employed other than in a temporary or casual capacity in the Liquor and Catering Trade, Durban, and who are aged not less than 16 and who have had one year's continuous service in the Liquor and Catering Trade and who are employed as—

- (i) barmen, classes B and D;
- (ii) cooks whose pensionable wage does not exceed £50 per month;
- (iii) curry cooks;
- (iv) switchboard operators, valets, laundrymen, handymen whose pensionable wage does not exceed £27. 10s. per month;
- (v) lift attendants;
- (vi) still room employees;
- (vii) head waiters whose pensionable wage does not exceed £35 per month;
- (viii) pages;
- (ix) waiters;
- (x) learner waiters;
- (xi) curry waiters with one or more years' service at the same establishment.

(2) Membership of the Fund shall be compulsory for all males who take up employment in the Liquor and Catering Trade after the commencement date provided they are not aged over 50 but fulfil the remaining conditions set out in sub-clause (1) of this clause. Such employees shall become members of the Fund on the entry date coincident with or next following the date of employment.

6. BENEFICIARIES.

(1) Every member shall complete the form prescribed in Annexure C and lodge such completed form with the Trustees who shall arrange for the Assurance Society to endorse the name of the nominated beneficiary on the member's Certificate of Assurance (Annexures A and B) in order that such nomination shall be effective.

(2) For the purpose of sub-clause (1) of this clause the following will be considered to be beneficiaries:—

- (a) A member's wife.
- (b) A member's children under the age of 21 (including adopted children) who are wholly or partly dependent on the member and who reside with such member.
- (c) Any other person approved by the Trustees and nominated by the member in terms of sub-clause (1) of this clause.

7. CONTRIBUTIONS.

(1) Each member shall contribute monthly a sum determined in accordance with the scale of contributions set out in Annexure F. At each entry date the member's grade is determined according to his contribution wage and his contributions are based on this grade until the next following entry date. Each member shall be issued with a record card (see Annexure D) on which his contributions will be shown and certified by the trustees.

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

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

(4) At each entry date the Assurance Society shall be notified by the trustees of the member's grades for the ensuing Fund year and will compile the premium schedules (see Annexure E) which will be rendered to the Council at the beginning of each month. The Council will render the relevant premium schedule to each employer.

(5) Each employer shall forward month by month by separate cheque the total members' and employer's contributions for the relevant month, together with the premium schedule (see Annexure E) for that month, to the Secretary of the Industrial Council for the Liquor and Catering Trade, Durban, P.O. Box 1814, Durban, so as to reach that office not later than the 15th day of the month following that in respect of which deductions were made.

8. ADMINISTRATION OF THE FUND.

(1) (a) The Administration of the Fund shall be vested in a Board of Trustees consisting of—

- (i) three trustees to be appointed by the employers' organisation; and
- (ii) three trustees to be appointed by the Trade Union.

(The employers' organisation and trade union may also appoint alternates to the principal members.)

(b) The Board of Trustees shall administer the Fund in accordance with rules prescribed by the Council.

(c) The rules of the Fund may be amended at any time by the Board of Trustees subject to the approval of the Council. Such rules or any amendment thereof shall not be inconsistent with the provisions of this Agreement or with the provisions of the

reglement en al die wysigings daarvan, moet aan die Sekretaris van Arbeid gestuur word. 'n Afskrif van die reglement en enige wysigings daarvan moet by die kantoor van die Sekretaris van die Raad gedurende kantoorure vir enige werkgewer of hydraer ter insae lê.

(2) Twee werkgewervertwoordigers en twee werknemervertwoordigers vorm 'n kworum en alle sake word beslis deur 'n meerderheid van stemme.

9. FINANSIËLE BEHEER.

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

(2) Die totale koste wat gepaard gaan met of voortvloei uit die bestuur of administrasie van die Fonds en die belegging daarvan, met inbegrip van die ouditeerskoste, moet deur die Fonds betaal word.

(3) Alle betalings deur die Fonds moet per tjek geskied wat op die Fonds se rekening getrek is en sodanige tjeks moet onderteken word deur die voorsitter of ondervoorsitter van die Raad of sodanige ander persoon deur die Raad aangestel, en mede-onderteken word deur die sekretaris, of sodanige ander persoon deur die Raad aangestel.

(4) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging uit die Fonds betaal moet word. Die betalings aan die Versekeringsmaatskappy en die aanvullende rekenings moet jaarliks geouditeer word vir die tydperk geëindig.

Die geouditeerde staat en balansstaat moet daarna ten insae lê by die kantoor van die Raad en afskrifte daarvan moet binne drie maande na bogenoemde datum aan die Nywerheidsregistrator gestuur word.

(5) Surplusfondse in die aanvullende rekening moet nie anders belê word nie as in—

- (i) Unie- of plaaslike staatseffekte;
- (ii) Unieleningssertifikate;
- (iii) Opspaarrekenings of -sertifikate;
- (iv) Spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke, of op enige ander wyse deur die Registrateur goedgekeur.

10. VRYWARING.

Die Kuratore en lede van die Raad word hierby deur die Fonds gevrywaar teen alle verliese en onkoste waaraan hulle blootgestel word deur die *bona fide* uitvoering van hulle pligte.

11. GESKILLE.

Enige geskille in verband met die vertolking, betekenis of bedoeling van enigeen van die bepalinge van hierdie Ooreenkoms in verband met die Administrasie van die Fonds, wat die kuratore nie in staat is om te besleg nie, moet vir beslissing na die Raad verwys word en sodanige beslissing is finaal en bindend.

12. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Indien hierdie Ooreenkoms deur verloop van tyd verstryk, of om enige ander rede ophou om te bestaan, moet die Fonds verder deur die Raad van Kuratore bestuur word totdat dit of gelikwyder is, of deur die Raad oorgedra is aan 'n ander fonds wat gestig is vir dieselfde doel waarvoor die oorspronklike Fonds gestig is.

(2) Ingeval die Raad ontbind word of ophou om te funksioneer ooreenkomstig subklousule (2) van artikel vier-en-dertig van die Wet gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Raad van Kuratore voortgaan om die Fonds te beheer en die lede van die Raad op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet as lede daarvan vir sodanige doeleindes geag word; met dien verstande egter dat enige vakature wat op sodanige Raad van Kuratore ontstaan, deur die Minister uit werkgewers of werknemers in die Drink- en Verversingsbedryf, Durban, gevul kan word, sodat gelyke verteenwoordiging van werkgewers en werknemers en van plaasvervangers in die samestelling van sodanige Raad verseker kan word. Ingeval die Raad van Kuratore nie in staat is nie of onwillig is om sy pligte na te kom, of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die pligte van die Raad uit te voer wat al die magte van sodanige Raad vir dié doel sal hê. By verstryking van hierdie Ooreenkoms moet die Fonds gelikwyder word op die wyse wat in subklousule (3) van hierdie klousule uiteengesit word, en indien die sake van die Raad by sodanige verstryking van die Ooreenkoms reeds afgesluit en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die algemene fondse van die Raad.

(3) Wanneer die Fonds kragtens subklousule (1) hiervan gelikwyder word, moet die geld wat in die krediet van die Fonds staan nadat alle eise, met inbegrip van administrasie- en likwidasiestekoste, betaal is, in die algemene fondse van die Raad inbetaal word.

Act, and a copy of such Rules and all amendments thereto shall be furnished to the Secretary for Labour. A copy of the rules and any amendments thereto shall be available for inspection by any employer or contributor at the office of the Secretary of the Council during office hours.

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

9. FINANCIAL CONTROL.

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

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

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

(4) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The payments to the Assurance Society and the Supplementary Accounts shall be audited annually for the period ending.

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

(5) Surplus funds under the Supplementary Account shall not be invested otherwise than in—

- (i) Union or local government stock;
- (ii) Union Loan Certificates;
- (iii) Post Office Savings Accounts or Certificates;
- (iv) Savings accounts, permanent shares or fixed deposits in Building Societies or Banks, or in any other manner approved by the Registrar.

10. INDEMNITY.

The Trustees and Council members are hereby indemnified by the Fund against all losses and expenses incurred by them in the bona fide discharge of their duties.

11. DISPUTES.

Any disputes concerning the interpretation, meaning or intention of any provision of this Agreement concerning the administration of the Fund which the trustees are unable to settle, shall be referred to the Council for decision and such decision shall be final and binding.

12. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Fund shall be continued to be administered by the Board of Trustees until it be either liquidated or transferred by the Council to any other fund constituted for a similar purpose to that for which the original Fund was established.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of sub-section (2) of section thirty-four of the Act during any period in which this Agreement is binding, the Board of Trustees shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however, that any vacancies occurring on such Board of Trustees may be filled by the Minister from employers or employees in the Liquor and Catering Trade, Durban, to ensure an equality of employer and employee representatives and alternates in the membership of such Board. In the event of the Board of Trustees being unable or unwilling to discharge its duties of a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such Board and who shall possess all the powers of such Board for that purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (3) of this clause and if upon such expiration the affairs of the Council have already been wound up and its assets distributed the balance of the Supplementary Account under the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

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

13. AGENTE.

Die Raad kan een of meer aangewese persone as agente aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgewer en elke werknemer om so 'n agent tot sodanige persone toe te laat om sodanige ondersoek in te stel, om dié boeke of stukke na te sien en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

14. VRYSTELLINGS.

Die Raad kan op aanbeveling van die Kuratore vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen onder dié voorwaardes as wat hulle kan bepaal.

15. VERTONING VAN OOREENKOMS.

Elke werkgewer binne die regsgebied van die Raad moet op een of ander opvallende plek op sy perseel wat vir die lede van die Fonds toeganklik is, 'n afskrif van hierdie Ooreenkoms op-plak en opgeplak hou.

Op hede die 17de dag van September 1959 in Durban onder-teken.

C. H. CHAMPAIN,
Voorsitter van die Raad.
LOUIS NELSON,
Ondervoorsitter van die Raad.
F. E. OSBORN,
Sekretaris van die Raad.

13. AGENTS.

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

14. EXEMPTIONS.

Upon the recommendations of the trustees the Council may grant such exemptions from the terms of this Agreement under such terms and conditions as they may determine.

15. EXHIBITION OF AGREEMENT.

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

Signed at Durban this 17th day of September, 1959.

C. H. CHAMPAIN,
Chairman of the Council.
LOUIS NELSON,
Vice-Chairman of the Council.
F. E. OSBORN,
Secretary of the Council.

AANHANGSEL A.

Lidmaatskapnommer.....

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

SERTIFIKAAT VAN VERSEKERING

ooreenkomstig Hoofpolis No. AMP 1071

verleen aan

DIE VOORSORGSFONDS VAN DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN.

Hierby word gesertifiseer dat 'n uitkeringsversekering met winste op u lewe behoudens die reglement van die Fonds ooreenkomstig bogenoemde Hoofpolis deur die Legal and General Assurance Society, Limited, afgesluit is soos uiteengesit in die Boekie wat daarop betrekking het en enige wysiging daarvan. Die oorspronklike versekerde som op u lewe is £..... By u aftreding word die versekerde som plus die opgeloopte bonusse ooreenkomstig die reglement gebruik om 'n pensioen of ander bystand aan te koop. Ingeval u vroeër sterf, word die oorspronklike versekerde som tesame met enige bonus wat volgens die reglement van die Versekeringsmaatskappy ten tye van betaling die versekering toekom, gebruik om vir u afhanklikes te sorg.

Die bystand is nie oordraagbaar nie en kan nie op enige wyse bemaak, belas of beswaar word nie.

Namens die LEGAL & GENERAL ASSURANCE SOCIETY, LIMITED.

Bestuurder vir Suidelike Afrika.

Ondersoek.....

Datum.....

ANNEXURE A.

Membership No.

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

CERTIFICATE OF ASSURANCE

under Master Policy No. AMP. 1071

granted to

THE DURBAN LIQUOR AND CATERING TRADE PROVIDENT FUND.

This is to certify that a With-Profit Endowment Assurance on your life has been effected under the above Master Policy by the Legal and General Assurance Society, Limited, subject to the Rules of the Fund as set out in the Booklet relating thereto and any amendment thereof. The Initial Sum Assured on your life is £..... On your retirement the sum assured plus accumulated bonuses will be applied in accordance with the Rules to purchase a pension or other benefit. In the event of your prior death the initial sum assured together with any bonus which according to the Regulations of the Assurance Society may at the time of payment be attached to the assurance will be used to provide for your dependants.

The benefits are not transferable and cannot be assigned, charged or encumbered in any way.

For the LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED,
Manager for Southern Africa.

Examined.....

Date.....

AANHANGSEL B.

Lidmaatskapnommer _____

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

CERTIFIKAAT VAN VERSEKERING

ooreenkomstig Hoofpolis No. AMP. 1072

verleen aan

DIE VOORSORGSFONDS VAN DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN.

Hierby word gesertifiseer dat 'n suiwer uitkeringsversekering op u lewe kragtens bogenoemde Hoofpolis deur die Legal and General Assurance Society, Limited, afgesluit is behoudens die reglement van die Fonds soos uiteengesit in die Boekie wat daarop betrekking het en enige wysiging daarvan.

Die bystand wat deur hierdie versekering verleen word, is—

(a) 'n som van £ _____ wat by u aftreding ooreenkomstig die reglement gebruik sal word om 'n pensioen of ander bystand aan te koop;

(b) in geval van u dood voor die normale aftredingsdatum, 'n terugbetaling van die premies wat voor u dood betaal is.

Die bystand is nie oordraagbaar nie en kan nie op enige wyse bemaak, belas of beswaar word nie.

Namens die LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED,
Bestuurder vir Suidelike Afrika.

Ondersoek _____

Datum _____

ANNEXURE B.

Membership No. _____

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

CERTIFICATE OF ASSURANCE

under Master Policy No. AMP. 1072

granted to

THE DURBAN LIQUOR AND CATERING TRADE PROVIDENT FUND.

This is to certify that a Pure Endowment on your life has been effected under the above Master Policy by the Legal and General Assurance Society, Limited, subject to the Rules of the Fund as set out in the Booklet relating thereto and any amendment thereof.

The benefits provided by this Assurance are—

(a) a sum of £ _____ which on your retirement will be applied in accordance with the Rules to purchase a Pension or other Benefit;

(b) in the event of your death before Normal Retirement Date a refund of the premiums paid prior to your death.

The benefits are not transferable and cannot be assigned, charged or encumbered in any way.

For the LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED,
Manager for Southern Africa.

Examined _____

Date _____

AANHANGSEL C.

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

Hoofkantoor vir Suidelike Afrika,
Legal and General Gebou,
Mainstraat 80,
Johannesburg.

VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN

(hieronder die "Fonds" genoem)

verseker ooreenkomstig

Hoofpolis No. AMP. 1071/AMP. 1072.

Naam van lid _____

Lidmaatskapnommer _____

Hierby benoem ek ondergenoemde as die persoon aan wie die betaling van die sterftébystand kragtens No. 8 van die reglement van die Fonds in die geval van my dood voor normale aftredingsdatum gedoen moet word.

Naam van benoemde voluit _____

(Hoofletters.)

Adres van benoemde _____

Verwantskap (indien enige) aan lid _____

Is die benoemde ouer as 21 ? _____

Handtekening van lid _____

Handtekening namens die Fonds _____

(Kurator.)

Datum _____

LET WEL.—Hierdie benoeming is onderworpe aan herroeping soos bepaal in die reglement van die Fonds.

Geen benoeming of kansellering van 'n benoeming is van krag nie, tensy en totdat dit deur 'n beamppte van die Versekeringsmaatskappy in die spesiale tabel uiteengesit in die lid se sertifikaat(-kate) opgeteken en geparafeer is. Die sertifikaat(-kate) moet dus hierdie magtigingsbrief vergesel.

AANHANGSEL „E”./ANNEXURE “E”.

LEGAL AND GENERAL ASSURANCE SOCIETY, LIMITED.

PREMIE BYLAE./PREMIUM SCHEDULE.

DIE VOORSORGSFONDS VIR DIE DRANK- EN VERVERSINGSBEDRYF, DURBAN.
THE DURBAN LIQUOR AND CATERING TRADE PROVIDENT FUND.

Werkgever. Employer.	Datum betaalbaar. Date Due.	Stuur asseblief hierdie vorm tesame met u betaling terug aan: Please return this form with your remittance to: SEKRETARIS/SECRETARY, NYWERHEIDSRAAD VIR DIE DRANK- EN VERVERSINGSBEDRYF, INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, DURBAN.			

Lidmaatskap- nommer. Membership No.	Naam. Name.	Kantoorkode. Office Code.	Totale maandelikse bydrae (½ werkgever—½ lid). Total Monthly Contribution (½ Employer— ½ Member).			Bedrag ingevoer. Amount Collected.			Opmerkings. Remarks.
			£	s.	d.	£	s.	d.	

AANHANGSEL „F”./ANNEXURE “F”.

BYLAE./SCHEDULE.

SKAAL VAN BYDRAES./SCALE OF CONTRIBUTIONS.

Graad. Grade.	Bydrae loon. Contribution Wage.	Werkgever se maandelikse bydrae. Employer's Monthly Contribution.	Lid se maandelikse bydrae. Member's Monthly Contribution.
	£ s. d. tot/to £ s. d.	£ s. d.	£ s. d.
1.....	Oor/Over 5 8 4	0 3 3	0 3 3
2.....	7 11 7	0 4 4	0 4 4
3.....	9 14 11	0 5 5	0 5 5
4.....	11 18 3	0 6 6	0 6 6
5.....	14 1 7	0 7 7	0 7 7
6.....	16 4 11	0 8 8	0 8 8
7.....	18 8 3	0 9 9	0 9 9
8.....	20 11 7	0 10 10	0 10 10
9.....	22 14 11	0 11 11	0 11 11
10.....	24 18 3	0 13 0	0 13 0
11.....	27 1 7	0 14 1	0 14 1
12.....	29 4 11	0 15 2	0 15 2
13.....	31 8 3	0 16 3	0 16 3
14.....	33 11 7	0 17 4	0 17 4
15.....	35 14 11	0 18 5	0 18 5
16.....	37 18 3	0 19 6	0 19 6
17.....	40 1 7	1 0 7	1 0 7
18.....	42 4 11	1 1 8	1 1 8
19.....	44 8 3	1 2 9	1 2 9
20.....	46 11 7	1 3 10	1 3 10
Daarna neem dit toe met:— Thereafter increasing by:—	2 3 4 2 3 4	0 1 1	0 1 1