



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

Staatskoerant Government Gazette

EXTRAORDINARY

(Registered at the Post Office as a Newspaper)

VOL. CCIII.]

PRYS 5c.

PRETORIA,

17 FEBRUARIE
17 FEBRUARY 1961.

PRICE 5c.

[No. 6637.

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 293.]

[17 Februarie 1961.

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

BAK- EN/OF BANKETNYWERHEID (KAAP).

VOORSORGFONDSOOREENKOMS.

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 die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak- en/of Banketnywerheid betrekking het, vanaf die vyfde Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1963 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 16 en 18 tot en met 19 van genoemde Ooreenkoms, vanaf die vyfde Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1963 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 16 en 18 tot en met 19 van genoemde Ooreenkoms, vanaf die vyfde Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1963 eindig, in die landdrostdistrikte Bellville, die Kaap, Paarl, Simonstad, Somerset-Wes, Stellenbosch, Wellington en Wynberg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 293.]

[17 February 1961.

INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

BAKING AND/OR CONFECTIONERY INDUSTRY
(CAPE).

PROVIDENT FUND AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, 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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and/or Confectionery Industry, shall be binding from the fifth Monday after the date of publication of this notice and for the period ending on the 30th June, 1963, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (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 1, 3 to 16 (inclusive) and 18 to 19 (inclusive) of the said Agreement shall be binding from the fifth Monday after the date of publication of this notice and for the period ending on the 30th June, 1963, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Bellville, the Cape, Paarl, Simonstown, Somerset West, Stellenbosch, Wellington and Wynberg and from the fifth Monday after the date of publication of this notice and for the period ending on the 30th June, 1963, the provisions contained in clauses 1, 3 to 16 (inclusive) and 18 to 19 (inclusive), of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET-
NYWERHEID (KAAP).

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Cape Master Bakers' and/or Confectioners' Association (hieronder „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Operative Bakers' Confectioners' and Conductors' Union (hieronder „die werknemers” of die „vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap).

1. BESTEK VAN TOEPASSING.

Die bepalings van die Ooreenkoms moet, behoudens die bepalings van klousule 7 hiervan, nagekom word in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Stellenbosch, Paarl en Wellington deur alle werkgewers in die Bak- en/of Banketnywerheid (Kaap) wat lede van die werkgewersorganisasie is, uitgesonderd die firma Selected Products, Limited, van Nuwemarkstraat 88-110, Kaapstad, en deur alle werknemers in die Bak- en/of Banketnywerheid (Kaap) wat lede van die vakvereniging is, uitgesonderd die werknemers van genoemde firma Selected Products, Limited, en met uitsondering van los werknemers en stukwerkers soos in die Hoofooreenkoms omskryf.

2. GELDIGHEIDSDUUR.

Die Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens subartikel (1) van artikel *ag-en-veertig* van die Wet bepaal word en bly van krag tot 30 Junie 1963 of vir 'n tydperk wat deur hom vasgestel word.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in die Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in dié Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy dit strydig met die samehang is, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig; „Bak en/of Banketnywerheid” die nywerheid waarin werkgewers en werknemers geassosieer is om brood en/of banket te bak en/of te maak en omvat dit—

- die bak en/of maak van rolletjies, bolletjies, rosyntjiebrood, oliebolle, beskuit, mosbolletjies, koek, gebak, pastye, gisgoedere, en ander produkte van 'n bakhuus waarvan deeg of beslag 'n bestanddeel is;
- die vervaardiging van enige kommoditeit of bestanddeel wat in die bak of die maak van banket gebruik word as dit uitgevoer word deur werkgewers en werknemers in die werksaamhede genoem in paragraaf (a);
- alle werksaamhede uitgevoer deur sulke werkgewers wat hoort by, verbonde is aan of volg op die werksaamhede genoem in (a) of die verspreiding van die produkte daarin genoem, as dit uitgevoer word deur sulke werkgewers of hul werknemers, met inbegrip van die verspreiding en/of verkoop en/of vertoning van genoemde produkte in of uit 'n bakkerswinkel;

maar omvat nie die vervaardiging van lekkergoed en/of beskuitjies nie, uitgesonderd handgemaakte beskuitjies;

„klerklike werknemer” 'n klerklike werknemer soos in die Hoofooreenkoms omskryf;

„bydraer” 'n persoon wat in die Bak en/of Banketnywerheid in diens is of was en van wie se loon aftrekkings gemaak is kragtens hierdie Ooreenkoms, maar omvat nie 'n klerklike werknemer of 'n ongeskoolde werknemer nie tensy so 'n werknemer binne die bestek van die Ooreenkoms gebring is op die wyse bepaal in klousule 7 van die Ooreenkoms;

„Raad” die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap) geregistreer kragtens artikel *twee* van Wet No. 11 van 1924, soos gewysig, en geag geregistreer te gewees het kragtens die Wet op Nywerheidsversoening, 1956, soos gewysig;

„ondervinding” die totale tydperk van diens in die Bak en/of Banketnywerheid in die gebied deur die Ooreenkoms gedek;

„fonds” die voorsorgsfonds ingestel kragtens die Ooreenkoms;

„fondswek” 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die volgende Vrydag en Saterdag;

„Hoofooreenkoms” die Ooreenkoms vervat in Goewermentskennisgewing No. 1934 van 25 November 1960;

„benoemde” 'n persoon, aangestel deur 'n lid, aan wie alle bystand wat so 'n lid ten tyde van sy dood toekom, betaal moet word;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR
CONFECTIONERY INDUSTRY (CAPE).

AGREEMENT

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

Cape Master Bakers' and/or Confectioners' Association (hereinafter referred to as “the employers” or “the employers' organisation”), of the one part, and the

Operative Bakers', Confectioners' and Conductors' Union (hereinafter referred to as “the employees” or “trade union”), of the other part,

being parties to the Industrial Council for the Baking and/or Confectionery Industry (Cape).

1. SCOPE OF APPLICATION.

The terms of this Agreement shall, subject to the provisions of clause 7 hereof, be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Stellenbosch, Paarl and Wellington by all employers in the Baking and/or Confectionery Industry (Cape) who are members of the employers' organisation, except Selected Products, Limited, of 88-110 Newmarket Street, Cape Town, and by all employees in the Baking and/or Confectionery Industry (Cape) who are members of the trade union, except the employees of the said Selected Products, Limited, and excluding casual employees and jobbers as defined in the Main Agreement.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section *forty-eight* of the Act, and shall remain in force until the 30th June, 1963, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and unless the contrary intention appears, words importing the masculine gender shall include female; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956, as amended; “Baking and/or Confectionery Industry” means the Industry in which employers and employees are associated for the purpose of baking and/or making bread and/or confectionery and includes—

- the baking and/or making of rolls, buns, currant bread, doughnuts, rusks, mosbolletjies, cakes, pastries, pies, yeast goods, and other products of a bakehouse of which dough or batter forms a component part;
- the manufacture of any commodity or ingredient used in the baking or the making of confectionery if carried on by employers and employees engaged in the activities referred to in paragraph (a);
- all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the products referred to therein, if carried on by such employers or their employees, including the distribution and/or sale and/or display of the said products at or from a baker's shop;

but excludes the manufacture of sweets and of biscuits other than hand-made biscuits;

“clerical employee” means a clerical employee as defined in the Main Agreement;

“contributor” means any person who is or has been in the Baking and/or Confectionery Industry and from whose wages deductions have been made in terms of this Agreement, but shall not include a clerical employee or an unskilled employee unless such employee has been brought within the scope of this Agreement in the manner provided for in clause 7 of this Agreement;

“Council” means the Industrial Council for the Baking and/or Confectionery Industry (Cape) registered in terms of section *two* of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;

“experience” means the total period of employment in the Baking and/or Confectionery Industry within the area covered by this Agreement;

“fund” means the Provident Fund established under this Agreement;

“fund week” means a week calculated from midnight between Friday and Saturday to midnight between the next succeeding Friday and Saturday;

“Main Agreement” means the Agreement contained in Government Notice No. 1934 of the 25th November, 1960;

“nominee” means any person appointed by a member to whom any benefits accruing to such member at the time of his death shall be paid;

„aftreecouderdom” die ouderdom van 65 in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;
 „sekretaris” die Sekretaris van die Raad en omvat dit enige beampste wat as assistent-sekretaris aangestel word;
 „ongeskoolde werknemer” ’n werknemer in diens in een of meer van onderstaande bedrywe soos in die Hoofdooreenkoms omskryf:

Bestelwaman se assistent, arbeider, afleweringswerknemer, kantoorbode en wag;

„loon” die weekloon (uitgesonderd lewenskostoelae, oortyd of aanvullende verdienste) voorgeskryf in die Hoofdooreenkoms of latere Nywerheidsraadooreenkoms, gepubliseer ingevolge die Wet, vir die Bak en/of Banketnywerheid (Kaap) ten opsigte van die gebiede gespesifiseer in klousule 1 van die Ooreenkoms, of die gewone weeklikse besoldiging (uitgesonderd lewenskostoelae, oortyd, of enige aanvullende loon) deur ’n werknemer ontvang, naamlik die grootste.

4. VOORSORGSFONDS.

Hierby word ’n voorsorgsfonds ingestel wat bekend is as die Voorsorgsfonds vir die Kaapse Bak- en Banketnywerheid, hieronder die fonds genoem, waarvan die doel is om bystand aan bydraers te betaal. Die fonds bestaan uit—

- bydraes in die fonds inbetaal ooreenkomstig die bepalinge van die Ooreenkoms;
- rente verkry uit die belegging van die geld van die fonds;
- enige ander bedrae waarop die fonds geregtig word.

5. AANSTELLING EN WERKSAAMHEDE VAN BESTUURSKOMITEE.

(1) Die administrasie van die fonds berus by ’n bestuurskomitee bestaande uit twee werkgewerverteenwoordigers en twee werknemerverteenwoordigers aangestel deur die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap) kragtens artikel 8 (8A) van die konstitusie van die Raad op ’n behoorlik gekonstitueerde vergadering van die Raad, saam met die voorsitter en ondervoorsitter van die Raad wat *ex officio* lede van die bestuurskomitee is.

(2) Vir elke verteenwoordiger word ’n plaasvervanger aangestel op die wyse bepaal in artikel 8 (8A) van die konstitusie van die Raad, soos gewysig.

(3) Twee werkgewerverteenwoordigers en twee werknemerverteenwoordigers maak ’n kworum uit en alle sake word deur ’n meerderheid van stemme beslis. Die voorsitter het slegs ’n beraadslagende stem. Plaasvervangers van lede wat afwesig is kan as volle verteenwoordigers getel word vir doeleindes van ’n kworum en indien geen kworum aanwesig is nie binne dertig minute na die tyd bepaal, word die vergadering verdaag tot ’n datum nie later nie as 7 dae daarna wat deur die voorsitter vasgestel moet word. By so ’n verdaagde vergadering waarvan lede skriftelik kennis gegee moet word, maak die aanwesiges ’n kworum uit. Vir die doel van ’n kworum word die voorsitter en ondervoorsitter van die Raad, as hulle aanwesig is as verteenwoordigers beskou.

(4) Indien ’n verteenwoordiger afwesig is van ’n vergadering en nie deur ’n plaasvervanger verteenwoordig word nie, word die stemmetal aan die kant wat hy verteenwoordig, verminder en ’n dergelyke vermindering moet gemaak word aan die ander kant ten einde gelykheid van stemmetal te bewaar. Geen voorstel word oorweeg nie tensy dit geskondeer is en alle sake wat die onderwerp van voorstelle uitmaak, moet deur ’n meerderheid van stemme van die aanwesiges beslis word.

(5) Alle administrasiekoste word teen die fonds gedebiteer.

(6) Die bestuurskomitee is bevoeg om—

- alle betalings en uitgawes namens die fonds goed te keur;
- betalde beampstes van die fonds in diens te neem en te ontslaan, hul besoldiging vas te stel, en hul werksaamhede te bepaal;
- toesig te hou oor die werk van enige plaaslike komitee wat aangestel word;
- onderkomitees aan te stel om te help met die administrasie van die fonds;
- reëls op te stel vir die betaling van bystand en die tyd en plek vir sulke betalings vas te stel;
- alle ander pligte uit te voer wat die komitee nodig of wenslik ag vir die behoorlike administrasie van die fonds;
- aansoek ingevolge klousule 7 van die Ooreenkoms goed te keur of te weier.

(7) Twee afskrifte van die reëls van die fonds en enige wysigings daarvan moet by die Sekretaris van die Raad ingedien word, wat een afskrif aan die Sekretaris van Arbeid moet stuur.

6. BYDRAES.

(1) Vir die doel van die fonds moet elke werkgewer van die loon van elkeen van sy werknemers, uitgesonderd klerklike werknemers en ongeskoolde werknemers, uitgesonderd soos bepaal in klousule 7 van die Ooreenkoms, en wat gedurende enige week gewerk het, ongeag die tyd aldus gewerk, die bedrae aftrek wat hieronder genoem word:—

- Groep 1.—In die geval van ’n werknemer wat ’n basiese loon van £5 per week of minder verdien, 2s. per week;

„retiring age” means the age of 65 in the case of male contributors and 55 in the case of female contributors;

„secretary” means the Secretary of the Council and includes any official appointed as an assistant secretary;

„unskilled employee” means an employee engaged in one or more of the following occupations as defined in the Main Agreement:—

Vanman's assistant, labourer, delivery employee, office messenger and watchman;

„wage” means the weekly wage (excluding cost of living allowance, overtime, or any supplementary earnings) prescribed in the Main Agreement or in any subsequent Industrial Council Agreement, published in terms of the Act, for the Baking and/or Confectionery Industry (Cape), in respect of the areas specified in clause 1 of this Agreement, or the ordinary weekly remuneration (excluding cost of living allowance, overtime, or any supplementary wages) received by an employee, whichever is the greater.

4. PROVIDENT FUND.

There is hereby established a provident fund known as the Cape Baking and Confectionery Industry Provident Fund, hereinafter referred to as the fund, the purpose of which shall be the provision of benefits to contributors.

The fund shall consist of—

- contributions paid into the fund in accordance with the provisions of this Agreement;
- interest derived from the investment of any moneys of the fund;
- any other sums to which the fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE.

(1) The administration of the fund shall be vested in a management committee consisting of two employers' representatives and two employees' representatives appointed by the Industrial Council for the Baking and/or Confectionery Industry (Cape) in terms of section 8 (8A) of the Constitution of the Council at a duly constituted meeting of the Council, together with the chairman and vice-chairman of the Council who shall be *ex officio* members of the management committee.

(2) For each representative an alternate shall be appointed in the manner provided for in section 8 (8A) of the Constitution of the Council, as amended.

(3) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority of votes. The chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purposes of quorum and if no quorum is present within 30 minutes of the time fixed, the meeting will stand adjourned to a date not later than seven days thereafter fixed by the chairman, at such adjourned meeting of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the chairman and vice-chairman of the Council shall, if present, be regarded as representatives.

(4) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded and all matters forming the subject of motions shall be decided by majority vote of those present.

(5) All expenses of administration shall be a charge on the Fund.

(6) The management committee shall have power to—

- sanction all payments and expenditure on behalf of the fund;
- engage and dismiss paid servants of the fund, fix their remuneration, and define their duties;
- supervise the working of any local committee appointed;
- appoint sub-committees to help in the administration of the fund;
- draft rules for the payment of benefits and fix the time and place for such payments;
- perform all such other duties as the committee may deem necessary or desirable for the proper administration of the fund;
- approve or refuse applications in terms of clause 7 of this Agreement.

(7) Two copies of the rules of the fund and any amendments thereof shall be lodged with Secretary of the Council who shall transmit one copy to the Secretary for Labour.

6. CONTRIBUTIONS.

(1) For the purpose of the fund, each employer shall deduct from the wages of each of his employees, other than clerical employees and unskilled employees, except as provided for in clause 7 of this Agreement, and who has worked during any week irrespective of the time so worked, the amounts set out hereunder:—

- Group 1.—In the case of an employee earning a basic wage of £5 per week or less, the sum of two shillings per week;

(b) *Groep II.*—In die geval van 'n werknemer wat 'n basiese loon van meer as £5 per week verdien, 4s. per week;

met dien verstande dat sulke aftrekkings slegs gemaak moet word ten opsigte van werknemers wie se totale ondervinding, soos omskryf, meer as een jaar is, en voorts met dien verstande dat geen bydrae verwag word van 'n werknemer of sy werkgever ten opsigte van 'n week waarvoor die werknemer nie geregtig is op en ook nie besoldiging van sy werkgever ontvang nie.

(2) By die bedrag aldus afgetrek moet die werkgever 'n gelyke bedrag voeg en maand vir maand maar op of voor die 14de dag van elke maand, die totale bedrag aan die Sekretaris van die Raad stuur.

(3) Dié totale bedrag moet vergesel gaan van 'n opsomming in die vorm aangegee in Aanhangsel A van die Ooreenkoms, wat die naam en adres van die werkgever aandui asook die getal bydraes afgetrek ten opsigte van elke groep gedurende elke week van die betrokke maand, die totale bedrag van sulke aftrekkings en die totale bedrag van die werkgevers se gelyke bydrae.

(4) Die werkgever moet aan die Sekretaris van die Raad maand vir maand saam met die opsomming genoem in Aanhangsel A 'n lys van bydraers in sy diens stuur, wat die bydraer se naam en die groep waarin hy val, aandui, en indien 'n bydraer nie geregtig was op en ook geen besoldiging betaal is gedurende een of meer voltooide weke wat in die betrokke maand geval het, moet die tydperk waarin hy geen besoldiging ontvang het nie, op die lys aangetoon word. Daarbenewens moet genoemde Aanhangsel A vergesel gaan van 'n lys bydraers wat die werkgever se diens gedurende die maand verlaat het, asook die datum van diensbeëindiging.

(5) In die geval van die eerste bydrae deur 'n werkgever en/of werknemer of by die indiensneming van 'n nuwe werknemer, moet die werkgever binne 14 dae van die indiensneming of binne 14 dae vanaf die inwerkingtreding van die Ooreenkoms, naamlik die jongste datum, die Sekretaris van die Raad in die vorm in Aanhangsel B van hierdie Ooreenkoms aangetoon, voorsien van die volle naam en adres, bedryf, basiese loon en datum van indiensneming van elke bydraer en sy vorige ondervinding in die Bak- en/of Banketnywerheid.

(6) 'n Werkgever mag nie die hele of 'n gedeelte van sy eie bydrae van die verdienste van 'n lid aftrek nie, of vergoeding van die lid ten opsigte van die bydrae ontvang nie.

(7) Wanneer 'n lid met verlof met volle besoldiging of minder as volle besoldiging is en/of wanneer 'n lid op korttyd is, moet sowel sy as die werkgever se bydraes voortgesit word.

(8) As 'n bydrae per abuis aan die fonds gemaak word, is die fonds nie aanspreeklik om daardie bydrae na verstryking van ses maande vanaf die datum van die betaling terug te betaal nie.

(9) Wanneer bystand per abuis aan 'n lid betaal is weens die feit dat die lid betalings aan die fonds gemaak het wat nie verskuldig was nie, kan die bestuurskomitee die bedrag aftrek van die bystand aldus betaal—

(i) van enige bedrag van die fonds geëis as 'n terugbetaling van sulke bydraes wat nie verskuldig was nie; en

(ii) van enige toekomstige bystand wat deur die fonds aan genoemde lid verskuldig kan word.

7. UITSLUITINGS.

(1) Hierdie ooreenkoms is nie van toepassing op werknemers in diens as ongeskoolde werknemers of as klerklike werknemers nie, uitgesonderd soos bepaal in subklousule (2) van dié klousule.

(2) Klerklike werknemers en ongeskoolde werknemers kan slegs binne die bestek van die Ooreenkoms gebring word indien aansoek te dien effekte gesamentlik skriftelik aan die bestuurskomitee gedoen word deur die betrokke werkgever en werknemer, en daarbenewens as die aansoek toegestaan word deur genoemde bestuurskomitee wat volle bevoegdheid het om dit of goed te keur of te weer.

Ingeval so 'n aansoek toegestaan word is al die bedinge en voorwaardes van die Ooreenkoms van toepassing op genoemde werknemer en sy werkgever met ingang van die datum waarop hulle skriftelik in kennis gestel word deur die bestuurskomitee dat hul aansoek toegestaan is. Die bepalinge van die Ooreenkoms hou op om van toepassing te wees op genoemde werknemer en genoemde werkgever slegs vir sover dit die diens van die werknemer betref sodra genoemde werknemer die diens van genoemde werkgever verlaat, tensy by onderlinge ooreenkoms met sy nuwe werkgever, indien die werkgever in die Bak- en/of Banketnywerheid is binne die gebied wat deur die Ooreenkoms gedek word, en met die skriftelike toestemming van die bestuurskomitee, die bepalinge van die Ooreenkoms weereens op hom en sy nuwe werkgever van toepassing gemaak word op die wyse in dié subklousule bepaal.

8. FINANSIES.

(1) Alle geld deur die fonds ontvang, moet gestort word in 'n bankrekening wat in naam van die fonds geopen moet word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat in die fonds ontvang word en trekkings uit die fonds moet geskied per tjek geteken deur persone wat van tyd tot tyd deur die bestuurskomitee gemagtig word.

(b) *Group II.*—In the case of an employee earning a basic wage in excess of £5 per week, the sum of four shillings per week;

provided that such deductions shall only be made in respect of employees whose total experience, as defined, exceeds one year and provided further that no contribution shall be required from an employee or his employer in respect of any week for which the employee is not entitled to and does not receive any remuneration from his employer.

(2) To the amount so deducted the employer shall add a like amount and forward month by month, but not later the fourteenth day of each month, the total sum to the Secretary of the Council.

(3) Such total sum must be accompanied by a summary in the form set out in Annexure A to this Agreement, showing the name and address of the employer, the number of contributions deducted in respect of each group during each week of the month in question, the total amount of such deductions and the total amount of the employers' like contribution.

(4) The employer shall forward to the Secretary of the Council month by month together with the summary set out in Annexure A, a list of contributors in his employ, showing the contributor's name and the group under which he falls and if any contributor has not been entitled to nor been paid any remuneration during one or more complete weeks falling in the month in question, the period during which he has received no remuneration shall be shown on the list. In addition the said Annexure A shall be accompanied by a list of contributors who left the employer's service during the month, showing the date of such termination of service.

(5) In the case of the first contribution by any employer and/or employee or upon engagement of a new employee, the employer shall within fourteen days of such engagement or within fourteen days of coming into operation of this Agreement, whichever is the later, furnish the secretary of the Council in the form set out in Annexure B to this Agreement with the full name and address, occupation, basic wage and date of engagement of each contributor and his past experience in the Baking and/or Confectionery Industry.

(6) An employer shall not deduct the whole or any part of his own contribution from the earnings of a member or receive any consideration from the member in respect of such contribution.

(7) When a member is on leave on full pay or less than full pay and/or when a member is on short time, both his and the employer's contribution shall be continued.

(8) If any contribution is made in error to the fund, the fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(9) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the fund payments which were not due, the management committee may set off the amount of benefit so paid—

(i) against any sum claimed from the fund as a repayment of such contributions which were not due; and

(ii) against any future benefits that may become due by the fund to the said member.

7. EXCLUSIONS.

(1) This Agreement shall not apply to employees employed as unskilled employees or as clerical employees, except as provided for in sub-clause (2) of this clause.

(2) Clerical employees and unskilled employees may be brought within the scope of this Agreement only if application to that effect is made jointly in writing to the management committee by the employer and employee concerned, and in addition the application is approved by the said management committee which shall have full authority either to approve or refuse it. In the event of any such application being approved all the terms and provisions of this Agreement shall apply to the said employee and his employer with effect from the date on which they are advised in writing by the management committee that their application has been approved. The terms of the Agreement shall cease to apply to the said employee and to the said employer only insofar as the employment of such employee is concerned immediately the said employee leaves the employment of the said employer unless by mutual arrangement with his new employer, if such employer is engaged in the Baking and/or Confectionery Industry within the area covered by this Agreement, and with the written approval of the management committee the terms of this Agreement are again applied to him and to his new employer in the manner provided for in this sub-clause.

8. FINANCE.

(1) All moneys received by the fund shall be deposited in a banking account opened in the name of the fund. An official receipt shall be issued for all moneys received into the fund and withdrawals from the fund shall be by cheque signed by such persons as may, from time to time, be authorised by the management committee.

(2) Geld in die fonds wat meer is as wat nodig is vir uitgawes moet nie anders as in die volgende belê word nie—

- (i) Unie- of plaaslike bestuurseffekte;
 - (ii) Unieleningsertifikate;
 - (iii) Spaarbank- of spaarsertifikate van die Poskantoor;
 - (iv) Spaarrekenings, vaste aandele of vaste deposito's in bougenootskappe of banke;
- of op enige wyse deur die Nywerheidsregistrator goedgekeur.

(3) Die Raad moet volledige en ware rekenings van die fonds laat byhou en moet 'n tweejaarlikse rekening laat opstel vir die tydperke eindigende 30 Junie en 31 Desember van elke jaar van al die inkomste en uitgawes van die Raad, asook 'n staat wat sy bates en laste aantoon. Elke rekening en staat moet deur die ouditeur van die Raad geteken en deur die voorsitter van die Raad medeonderteken word en moet binne drie maande na die einde van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator gestuur word, saam met enige verslag wat daarvoor deur genoemde ouditeur gemaak is. 'n Afskrif van die tweejaarlikse rekenings en balansstaat moet ter insae deur lede van die fonds beskikbaar wees.

9. BYSTAND.

- (1) Bystand word betaal aan bydraers wat—
 - (a) die Nywerheid verlaat op of nadat hulle die aftreeouderdom van 55 jaar bereik in die geval van vrouens en 65 in die geval van mans; of
 - (b) aan die bestuurskomitee bewys dat hulle die nywerheid permanent voor sodanige aftreeouderdom verlaat het.
- (2) *Benoeming van begunstigdes.*—Van elke bydraer word vereis om 'n begunstigde te benoem, aan wie in die geval van die dood van die bydraer, bystand aan so 'n bydraer verskuldig, betaal moet word. Ingeval die fonds nie beskik oor die naam van so 'n benoemde nie moet alle bystand verskuldig ten tyde van 'n bydraer se dood in die boedel van die afgestorwe bydraer inbetaal word.
- (3) *Aanstelling van benoemdes.*—Van elke bydraer word vereis om 'n verklaring in die vorm van Aanhangsel C in te dien.

By ontvangs van die verklaring moet die sekretaris aan die bydraer 'n sertifikaat stuur waarin ontvangs van die verklaring deur die fonds erken en waarin die naam en adres van die benoemde aangedui word.

10. BEDRAG VAN BYSTAND.

- (1) *Terugbetalingsbystand.*—Behoudens die bepalinge van klousule 11 (1) is die minimum bystand wat betaal moet word aan bydraers wat om ander redes as dié bepaal in subklousule (2) van dié klousule, ophou om in diens te wees van die Bak- en/of Banketnywerheid in die gebied gespesifiseer in klousule 1 van die Ooreenkoms, soos volg:—
 - (a) As die bydraer 'n lid vir minder as vyf jaar was, is dié bydraer slegs geregtig op terugbetaling van sy eie bydraes.
 - (b) As die bydraer vyf jaar lank lid was maar minder as ses jaar, is hy geregtig op terugbetaling van sy eie bydraes plus 25 persent.
 - (c) Benewens die bedrae genoem in subklousule (1) (b) van dié klousule is 'n bydraer vir elke verdere voltooide jaar van lidmaatskap, na die voltooiing van die eerste 5 jaar, geregtig op 'n verdere vyf persent van sy eie bydraes, met dien verstande dat die totale bystand hoogstens tweemaal die totale bedrag mag wees wat deur hom bygedra is.
- (2) *Aftree- en sterftebystand.*—(a) Waar 'n bydraer wat minstens 10 jaar ondervinding soos hierin omskryf gehad het, aftree nadat hy die aftreeouderdom bereik het, kan die bestuurskomitee, by voorlegging van bevredigende bewys van ondervinding, die terugbetaling magtig van genoemde bydraer se eie bydraes plus 100 persent daarvan.
 - (b) Waar 'n bydraer wat minder as 10 jaar ondervinding gehad het, soos in klousule 3 van die Ooreenkoms omskryf, deur ernstige siekte of ongeskiktheid gedwing word om die nywerheid te verlaat voordat hy die aftreeouderdom bereik, kan die bestuurskomitee, by voorlegging van een of meer doktersertifikate, dit magtig dat genoemde bydraer se eie bydraes plus 100 persent daarvan aan hom terugbetaal word.
 - (c) Waar 'n bydraer wat minstens 10 jaar ondervinding gehad het, soos omskryf in klousule 3 van die Ooreenkoms, sterf, voordat hy die bystand ontvang het waarop hy kragtens die Ooreenkoms geregtig was, kan die bestuurskomitee, by voorlegging van bevredigende bewys van dood, betaling magtig van die afgestorwe se totale bydraes plus 100 persent daarvan aan genoemde afgestorwe se benoemde of aan sy boedel op die wyse bepaal in klousule 11 van die Ooreenkoms.

11. BETALING VAN BYSTAND.

- (1) Uitgesonderd in die geval van aftrede of dood, of in gevalle waar die bestuurskomitee oortuig is dat spesiale omstandighede bestaan, word geen bystand betaal ten opsigte van enige eis totdat 'n tydperk van minstens twee jaar verloop het vanaf die tyd wat die betrokke persoon laas in die nywerheid in diens was nie.
- (2) Ingeval 'n bydraer tot die nywerheid terugkeer voordat 'n eis betaal is, vervel die eis outomaties en bydraes word onmiddellik hervat.

(2) Moneys in the fund surplus to its requirements for expenses 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 Industrial Registrar.

(3) The Council shall cause full and true accounts of the fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on the 30th June and 31st December of each year of all the revenue and expenditure of the fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council and countersigned by the chairman of the Council and shall within three months after the close of the period to which it relates, be transmitted to the Industrial Registrar, together with any report made thereon by the said auditor. A copy of the bi-annual accounts and balance sheet shall be available for inspection by members of the fund.

9. BENEFITS.

- (1) Benefits shall be provided to contributors who—
 - (a) leave the industry on or after reaching the retiring age of 55 in the case of females and 65 in the case of males; or
 - (b) satisfy the management committee that they have left the industry permanently before such retiring age.
- (2) *Appointment of Beneficiaries.*—Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor should be paid. In the event of the fund not being in possession of the name of any such nominee any benefits due at the time of a contributor's death, shall be paid into the estate of such deceased contributor.
- (3) *Appointment of Nominees.*—Each contributor shall be required to forward a statement in the form of Annexure C.

Upon receipt of the statement the Secretary shall forward to such contributor a certificate acknowledging receipt by the fund of such statement, and stating the name and address of the nominee.

10. AMOUNT OF BENEFITS.

- (1) *Withdrawal Benefits.*—Subject to the provisions of clause 11 (1) the minimum benefits that shall be paid to contributors who, for reasons other than those provided for under sub-clause (2) of this clause, cease to be employed in the Baking and/or Confectionery Industry within the area specified in clause 1 of this Agreement, shall be as follows:—
 - (a) Where the contributor has been a member for less than five years, the contributor shall be entitled only to refund of his own contributions.
 - (b) Where the contributor has been a member for 5 years but less than 6 years, he shall be entitled to refund of his own contributions plus 25 per cent.
 - (c) In addition to the amounts referred to in sub-clause (1) (b) of this clause a contributor shall for every further completed year of membership, after the completion of the first 5 years, be entitled to a further 5 per cent of his own contributions, provided that the total benefits shall not exceed twice the total amount contributed by him.
- (2) *Retirement and Death Benefits.*—(a) Where a contributor who has had not less than ten years' experience as defined herein, retires after reaching retiring age, the management committee may, on production of satisfactory proof of experience, authorise the refund of the said contributor's own contributions plus 100 per cent thereof.
 - (b) Where a contributor who has had less than ten years' experience as defined in clause 3 of this Agreement, is compelled by serious ill-health or incapacity to leave the industry before reaching retiring age, the management committee may, on production of one or more medical certificates, authorise that the said contributor's own contributions plus 100 per cent thereof be refunded to him.
 - (c) Where a contributor who has had not less than ten years' experience as defined in clause 3 of this Agreement, dies before receiving the benefits he was entitled to under this Agreement, the management committee may, on production of satisfactory proof of death, authorise payment of the deceased's total contributions plus 100 per cent thereof to the said deceased's nominee or to his Estate in the manner provided for in clause 11 of this Agreement.

11. PAYMENTS OF BENEFITS.

- (1) Except in the case of retirement or death, or in cases where the management committee is satisfied that special circumstances exist, no benefits shall be paid in respect of any claim until a period of at least two years has elapsed from the time the person concerned was last employed in the industry.
- (2) In the event of a contributor returning to the industry before such claim has been met, the claim will automatically lapse and contributions forthwith be resumed.

(3) Waar 'n bydraer tot die nywerheid terugkeer na betaling van 'n eis word hy, indien hy onder 65 jaar is in die geval van mans en 55 in die geval van vrouens, beskou as 'n nuwe bydraer en word slegs toegelaat om met bydraes te begin een jaar nadat hy tot die nywerheid teruggekeer het.

(4) Indien dié bydraer reeds 65 jaar is in die geval van mans en 55 in die geval van vrouens, word hy nie toegelaat om weer by die fonds aan te sluit nie.

(5) Indien 'n aangestelde benoemde nie bystand wat kragtens dié klousule verskuldig is, binne vier weke van bewys van dood van 'n lid eis nie, moet die bestuurskomitee 'n advertensie in drie opeenvolgende uitgawes plaas van twee nuusblaaie wat in die Unie van Suid-Afrika sirkuleer, en waarvan een 'n nuusblad is wat in die distrik sirkuleer waarin die afgestorwe lid gewoonlik woonagtig was, waarin die naam en laaste bekende werkplek van die afgestorwe lid genoem word asook die feit dat bystand beskikbaar is vir invordering deur die benoemde op 'n plek deur die bestuurskomitee aangewys. Indien die benoemde binne drie maande vanaf die datum van die laaste plasing van die advertensie versuim om die bystand te eis wat hom toekom, word dié bystand in die boedel van die afgestorwe lid inbetaal. Die koste van die advertensie, as daar een was, moet afgetrek word van die geld betaalbaar kragtens dié subartikel.

(6) So spoedig moontlik na 31 Desember van elke jaar en binne drie maande daarna moet die bestuurskomitee 'n lys laat opstel waarin die naam van elke bydraer genoem word wat nie in die nywerheid gedurende die afgelope twee kalenderjare in diens was nie en wat geen bystand geëis het nie.

(7) Op of voor 31 Maart van die jaar wat volg op so 'n twee-jaartydperk moet die bestuurskomitee 'n kennisgewing laat publiseer wat verklaar dat 'n lys van alle persone wat nie bystand geëis het nie gedurende die afgelope twee jaar soos hierbo vermeld, beskikbaar is vir insae op die kantoor van die fonds en dat 'n duplikaatlys beskikbaar is op die kantoor van die vakvereniging.

(8) Die kennisgewing moet 'n beroep op alle belanghebbendes doen om eise om bystand binne drie maande in te stel en om volledige besonderhede aan te dui van die gronde waarop sulke eise berus.

(9) Die kennisgewing moet in drie agtereenvolgende uitgawes gepubliseer word van minstens een Engelse en een Afrikaanse nuusblad wat in die reggebied van die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap) sirkuleer.

(10) Op die eerste vergadering wat volg op die laaste datum waarop eise ingestel kan word, oorweeg die bestuurskomitee sulke eise en kan aan enige persoon of persone wat eise ingedien het op die wyse hierin voorgeskryf, geld betaal wat nie meer is nie as die volle bystand aan die lid verskuldig, min die koste van advertensie, as wat hy nodig ag. Ingeval geen eis ingestel word deur of namens die persoon wie se naam op die lys verskyn nie, word alle bystand aan hom verskuldig, aan die fonds verbeurd verklaar. Die sekretaris stuur aan genoemde vakvereniging die lys hierin genoem en dié lys moet die naam en laaste bekende woonplek van die lid en die verskuldigde bystand noem.

12. BYKOMENDE BYSTAND.

(1) Die bestuurskomitee kan van tyd tot tyd die bystand hierin uiteengesit, vermeerder deur 'n bonus te verklaar in die lig van verbetering van die finansies van die fonds deur—

(a) kweking van rente;

(b) bydraers wat die nywerheid verlaat voordat hulle kwalifiseer vir die volle 100 persent van die werkgever se gelyke bydraes;

met dien verstande dat 'n bonus alleen bepaal word na 'n ondersoek deur 'n aktuaris na die laste van die fonds en voorts met dien verstande dat so 'n bonus nie meer mag wees nie as enige bedrag wat deur sodanige aktuaris aanbeveel word nie. So 'n bonus word vir die bydraers se rekenings gekrediteer en is betaalbaar aan sulke lede op dieselfde tyd en benewens die bystand voorgeskryf in klousule 10.

(2) Die bestuurskomitee kan ook geld gebruik wat verkry word uit (a) en (b) van subklousule (1) van dié klousule om bystand aan te vul vir persone wat minstens 5 jaar lank tot die fonds bygedra het, en wat verplig is om die nywerheid permanent te verlaat voordat hulle die aftreeouderdom bereik, omrede van swak gesondheid of ongeskiktheid, of wat die aftreeouderdom bereik maar nie vir die volle bystand kwalifiseer wat in klousule 10 (2) bepaal word nie; met dien verstande dat die totaal wat in enige kalenderjaar gebruik word nie meer is nie as 'n bedrag vir daardie jaar deur die fonds se aktuaris gespesifiseer.

13. HANDELWYSE IN VERBAND MET AFTREEBYSTAND.

Eise om aftreebystand kan te eniger tyd ingedien word nadat bydraers die aftreeouderdom bereik indien hulle inderdaad uit die Bak- en/of Banketnywerheid uitgetree het.

14. VOORDELE KAN NIE GESEDEER OF AFGESTAAN WORD NIE.

Bystand kan nie—

(a) op enige wyse gesedeer, afgestaan, oorgedra of oorgemaak word nie, of in die algemeen, of as sekuriteit vir enige skuld of verpligting deur die bydraer verskuldig. Die fonds is onder geen verpligting om enige sodanige voorgewone sedering, afstand, oordrag of oormaking te erken of daarop te handel nie;

(3) Where a contributor returns to the industry after payment of any claim he shall, if under the age of 65 in the case of males or 55 in the case of females, be regarded as a new contributor and only permitted to start contributing one year after returning to the industry.

(4) If such contributor is already 65 in the case of males or 55 in the case of females, he will not be permitted to re-join the fund.

(5) In the event of an appointed nominee not claiming any benefit due in terms of this clause within four weeks of the proof of death of a member, the management committee shall insert an advertisement in three successive issues of two newspapers circulating in the Union of South Africa, one which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and last known place of work of the deceased member and the fact that benefits are available for collection by the nominee at a place appointed by the management committee. If within three months from the date of the last insertion of such advertisement the nominee fails to claim the benefit due to him, such benefit shall be paid into the estate of the deceased member. From any moneys payable in terms of this sub-section shall be deducted the cost of advertisement, if any.

(6) The management committee shall cause a list to be prepared as soon as possible after the 31st December of each year and within three months thereafter, showing the name of every contributor who has not been employed in the industry during the past two calendar years and who has not claimed benefits.

(7) The management committee shall not later than 31st March of the year following such two-year period cause to be published a notice stating that a list of all persons who have not claimed benefits during the past two years as stated above is available for inspection at the office of the fund and that a duplicate list is available at the office of the trade union.

(8) The notice shall call upon all interested persons to submit claims for benefits within three months and to furnish full details of the grounds on which such claims are made.

(9) The notice shall be published in three consecutive issues of at least one English and one Afrikaans newspaper circulating in the area of jurisdiction of the Industrial Council for the Baking and/or Confectionery Industry (Cape).

(10) The management committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the fund. The secretary shall send to the trade union aforesaid, the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

12. ADDITIONAL BENEFITS.

(1) The management committee may from time to time, increase the benefits stated herein by declaration of a bonus in the light of improvement in the finances of the fund through—

(a) accrual of interest;

(b) contributors leaving the industry before qualifying for the full 100 per cent of the employer's like contributions;

provided that any such bonus shall be determined only after an investigation by an actuary into the liabilities of the fund and provided further that such bonus shall not be in excess of any amount recommended by such actuary. Any such bonus shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to the benefits prescribed in clause 10.

(2) The management committee may also use moneys arising out of (a) and (b) of sub-clause (1) of this clause to augment benefits to persons who have contributed to the fund for not less than 5 years and who are compelled to leave the industry permanently before reaching the retiring age on account of ill-health or incapacity, or who reach the age for retirement but do not qualify for the full benefits in clause 10 (2) provided that the total used in any calendar year does not exceed an amount specified for that year by the fund's actuary.

13. PROCEDURE IN CONNECTION WITH RETIREMENT BENEFITS.

Claims for retirement benefits may be lodged at any time after contributors reach retiring age, if they have in fact retired from the Baking and/or Confectionery Industry.

14. BENEFITS NOT TO BE CEDED OR ASSIGNED.

Benefits shall not be—

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

- (b) beslag op gelê word by bevel of geding van 'n hof nie;
 (c) afgetrek word van 'n geldbedrag verskuldig deur die persoon wat op dié bystand geregtig is nie.

15. ONTBINDING VAN FONDS.

(1) Ingeval van die verstryking van die Ooreenkoms of enige verlenging daarvan en geen onderhandelings later aangeknoop word ter voortsetting van die fonds binne 'n tydperk van twee jaar vanaf die datum van verstryking nie, of die fonds nie deur die Raad binne dié tydperk na enige ander fonds oorgeplaas word wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds geskep was nie, word die fonds gelikwedeer. Gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit na 'n ander fonds hierbo genoem, oorgedra word, word dit deur die bestuurskomitee geadministreer.

(2) Ingeval van die ontbinding van die Raad of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin die Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die fonds steeds deur die bestuurskomitee geadministreer word wat op daardie tyd bestaan. Vakatures wat in die komitee ontstaan kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Ingeval so 'n komitee nie in staat is nie of onwillig om sy werk te doen of 'n dooie-punt daarin ontstaan wat die administrasie van die fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, kan hy 'n kurator of kurators aanstel om die werk van die komitee voort te sit en so 'n kurator het al die bevoegdhede van die komitee vir dié doel. By verstryking van Ooreenkoms moet die fonds gelikwedeer word deur die komitee wat kragtens hierdie subklousule funksioneer, of die kurator of kurators na gelang van die geval, op die wyse uiteengesit in subklousule (3) van dié klousule, en indien by verstryking van die Ooreenkoms die sake van die Raad nog nie beredder en sy bates uitgedeel is nie, moet die balans van die fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet asof dit deel van die algemene fonds van die Raad uitgemaak het.

(3) By likwidasië van die fonds kragtens subklousule (1) van dié klousule moet die geld wat oorbly in die krediet van die fonds na die betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fonds van die Raad gestort word.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van die Ooreenkoms in albei amptelike tale in die vorm voorgeskryf by regulasie kragtens die Wet, in elkeen van sy inrigtings opgeplak hou op 'n plek wat maklik vir sy werknemers bekombaar is.

17. AGENTE.

Die Raad kan een of meer persone aanstel as agente om te help met die toepassing van die bepalings van die Ooreenkoms. Dit is die plig van elke werkgewer om so 'n persoon of sulke persone toe te laat om sy inrigting binne te gaan en om sulke navrae te doen en sulke dokumente, boeke, loonstate en betaal-koevert te ondersoek en om sulke individue te ondervra as wat nodig mag wees met die doel om vas te stel of die bepalings van die Ooreenkoms nagekom word.

18. VRYSTELLING.

Die Raad kan vrystelling voorwaardelik of andersins van enigeen van die bepalings van die Ooreenkoms of ten opsigte van enige persoon, om enige goeie of voldoende rede verleen.

19. VRYWARING.

Die lede van die bestuurskomitee en hul plaasvervangers en die lede van die Nywerheidsraad en die lede van plaaslike komitees en die plaaslike verteenwoordigers is nie aanspreeklik vir verlies aan die fonds weens 'n swak belegging wat te goeder trou gemaak is of weens enige daad in hul bona fide administrasie van die fonds of omrede van die versuim of bedrog van 'n agent of werknemer wat in diens was wees hoewel die indiensneming van so 'n agent of werknemer nie streng nodig was nie, of omrede van enige daad of versuim wat te goeder trou deur sulke lede of plaasvervangers gemaak is of deur sulke plaaslike verteenwoordigers of omrede van enige ander saak of ding, uitgesonderd individuele moedswillige of bedrieglike kwaaddoenery aan die kant van sulke lede of plaasvervangers of aan die kant van sulke plaaslike verteenwoordigers wat aanspreeklik gemaak word. So 'n lid of plaasvervanger of so 'n plaaslike verteenwoordiger moet deur die fonds vergoed word vir alle koste deur hom aangegaan by sy verdediging in enige geding hetsy burgerlik of krimineel, wat voortspruit uit 'n bewering van kwaad trou waarin uitspraak ten gunste van hom gegee is waarin hy vrygespreek word.

Namens die Nywerheidsraad vir die Bak- en/of Banketnywerheid (Kaap) op hede die 29ste dag van September 1960 in Kaapstad onderteken.

S. CORONA, *Voorsitter.*

SYD. B. LOTTER, *Ondervoorsitter.*

J. F. ROOS, *Sekretaris.*

- (b) attached by order or process of any court;
 (c) set off against any debt due by the person entitled to such benefits.

15. DISSOLUTION OF FUND.

(1) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the fund not being 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 same purpose as that for which the original fund was created, the fund shall be liquidated. The fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above, be administered by the management committee.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the fund shall continue to be administered by the management committee in office at the time. Any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (3) of this clause and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this 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) of this clause the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses shall be paid into the general funds of the Council.

16. EXHIBITION OF AGREEMENT.

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

17. AGENTS.

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such person(s) to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets and pay envelopes and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

18. EXEMPTIONS.

The Council may grant exemption conditionally or otherwise from any of the provisions of this Agreement or in respect of any person for any good or sufficient reason.

19. INDEMNITY.

The members of the management committee and their alternates and the members of the Industrial Council and the members of any local committee and the local representatives shall not be liable for any loss to the fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by such local representatives or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates or on the part of such local representatives who are sought to be made liable. Any such member or alternate and any such local representative shall be reimbursed by the fund for any liability incurred by him in defending any proceedings whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in favour or in which he is acquitted.

Signed at Cape Town this 29th day of September, 1960, on behalf of the Industrial Council for the Baking and/or Confectionery Industry (Cape).

C. CORONA, *Chairman.*

SYD. B. LOTTER, *Vice-Chairman*

J. F. ROOS, *Secretary.*

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET-
NYWERHEID (KAAP), POSBUS 1536, KAAPSTAD.

VOORSORGSFONDS.

OPGAWE VAN BYDRAERS.

Moet op of voor die 14de dag van elke maand ingestuur word:—

Groep I: (d.w.s. bydraers wat 'n basiese loon van £5 per week of minder verdien).

Aftrekking: 2s. per week per groep I-bydraer.

<i>Getal bydraers.</i>	<i>Datum.</i>
_____ vir week eindigende _____	
_____ vir week eindigende _____	
_____ vir week eindigende _____	
_____ vir week eindigende _____	
_____ vir week eindigende _____	

Totale getal groep I-bydraers.....

Totale bedrag afgetrek (teen 2s. per week elk).....

Werkgewer se bydraes (teen 2s. per week per bydraer).....

Groep II: (d.w.s. werknemers wat meer as £5 per week verdien).
Aftrekking: 4s. per week per groep II-bydraer.

<i>Getal bydraers.</i>	<i>Datum.</i>
_____ vir week eindigende _____	
_____ vir week eindigende _____	
_____ vir week eindigende _____	
_____ vir week eindigende _____	
_____ vir week eindigende _____	

Totale getal groep II-bydraers.....

Totale bedrag afgetrek (teen 4s. per week elk).....

Werkgewer se bydraes (teen 4s. per week per bydraer).....

Totale bedrag vir groepe I en II hiermee aangestuur.....

Hierdie vorm moet vergesel gaan van: (1) 'n Lys van die name van bydraers van wie aftrekkings gemaak is gedurende die maand. Dit moet wys of hulle in groep I of groep II val. (2) 'n Lys van bydraers wat die firma se diens gedurende die maand verlaat het, en die datum van diensbeëindiging. (3) 'n Lys van werknemers wat gedurende een of meer voltooide weke geen besoldiging ontvang het nie. Die tydperk waarin geen besoldiging ontvang is nie, moet aangetoon word.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKET-
NYWERHEID, (KAAP).

VOORSORGSFONDS.

Die vorm vir die indiensneming van bydraers moet binne 14 dae gestuur word aan die Sekretaris van die Raad, Posbus 1536, Kaapstad.

- (1) Volle naam van bydraer (werknemer) _____
- (2) Adres van bydraer (werknemer).... _____
- (3) Naam en adres van firma..... _____
- (4) Datum van indiensneming..... _____
- (5) Bedryf..... _____
- (6) Basiese loon..... _____
- (7) Duur van vorige ondervinding in die Bak- en/of Banketnywerheid... _____

Handtekening van werkgewer.....

Datum.....

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR
CONFECTIONERY INDUSTRY (CAPE), P.O. BOX 1536, CAPE
TOWN.

PROVIDENT FUND.

RETURN OF CONTRIBUTORS.

To be submitted not later than the fourteenth day of each month:—

Group I: (i.e. contributors earning a basic wage of £5 per week or less).

Deduction: 2s. per week per Group I contributor.

<i>Number of Contri- butors.</i>	<i>Date.</i>
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	

Total number of Group I Contribu-
tutors.....

Total Sum Deducted (at 2s. per week
each).....

Employer Contributions (at 2s. per
week per Contributor).....

Group II: (i.e. employees earning in excess of £5 per week).
Deduction: 4s. per week per Group II contributor.

<i>Number of Contributors.</i>	<i>Date.</i>
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	
_____ for week ending _____	

Total Number of Group II Contri-
butors.....

Total Sum Deducted (at 4s. per
week each).....

Employer Contributions (at 4s.
week per Contributor).....

Total Amount for Groups I and
II remitted herewith.....

This form should be accompanied by (1) A list of the names of contributors from whom deductions were made during the month showing whether they fall under Group I or Group II. (2) A list of contributors who left the firm's service during the month and the date of termination of service. (3) A list of employees who during one or more complete weeks did not receive any remuneration, showing period during which no remuneration was received.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR
CONFECTIONERY INDUSTRY (CAPE).

PROVIDENT FUND.

Employment of Contributor Form to be Submitted within 14
days to the Secretary of the Council, P.O. Box 1536, Cape Town.

- (1) Full name of contributor (employee).....
- (2) Address of contributor (employee).....
- (3) Name and address of firm.....
- (4) Date of engagement.....
- (5) Occupation.....
- (6) Basic Wage.....
- (7) Length of previous experience in the Baking and/or Confectionery Industry.....

Signature of employer.....

Date.....

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE BAK- EN/OF BANKETNYWER-
HEID (KAAP).

VOORSORGSFONDS.

AANSTELLING VAN BENOEMDE OM BYSTAND TE
ONTVANG.

1. Ek, die ondergetekende lid, _____

(Naam van bydraer in blokletters.)

stel hierby aan as my benoemde _____

(Volle naam en adres van benoemde in blokletters.)

kragtens die reëls van die voorsorgsfonds, om bystand te ontvang wat my kan toekom uit genoemde fonds omrede van my dood, en ek stem toe dat geen wysiging in die aanstelling van die benoemde deur die voorsorgsfonds erken moet word nie tensy kennis daarvan skriftelik deur my gegee is aan die Sekretaris van die Fonds, Posbus 1536, Kaapstad.

2. Ek vrywaar die Raad soos verteenwoordig deur die bestuurskomitee van genoemde fonds teen enige eis ingestel deur die verteenwoordiger van my bestorwe boedel of deur enige persoon hoegenaamd vir betaling van bystand uit genoemde fonds maar met dien verstande dat betaling aan my benoemde hierkragtens gemaak word.

3. Ingeval voornoemde benoemde voor my te sterwe kom, magtig ek dat betaling gemaak word aan die verteenwoordiger van my boedel en die voorsorgsfonds moet daarna algeheel onthef word van aanspreeklikheid om betaling te maak van bystand aan my benoemde of ander persoon hoegenaamd.

Gedateer te _____ op hierdie _____

dag van _____ 19 _____

Handtekening van bydraer _____

Adres van bydraer _____

AS GETUIES:

1. _____

2. _____

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE BAKING AND/OR
CONFECTIONERY INDUSTRY (CAPE).

PROVIDENT FUND.

APPOINTMENT OF NOMINEE TO RECEIVE BENEFITS.

1. I, the undersigned member, _____

(Name of Contributor in block letters.)

hereby appoint as my nominee _____

(Full name and address of Nominee in block letters.)

in terms of the Rules of the Provident Fund to receive any benefit which may accrue from the said Fund by reason of my death, and I agree that no alteration in the appointment of the Nominee shall be recognised by the Provident Fund unless notification thereof shall have been given by me in writing to the Secretary of the Fund, P.O. Box 1536, Cape Town.

2. I indemnify the Council as represented by the Management Committee of the said Fund against any claim made by the representative of my deceased Estate or by any person whatsoever for payment of any benefits from the said Fund provided that payment is made to my Nominee in terms hereof.

3. In the event of the aforesaid Nominee predeceasing me then I authorise that payment be made to the representative of my Estate and the Provident Fund shall thereupon be discharged completely from liability to make payment of any such benefit to my Nominee or other person whatsoever.

Dated at _____ this _____

day of _____ 19 _____

Signature of Contributor _____

Address of Contributor _____

AS WITNESSES:

1. _____

2. _____

Wette van die Unie van Suid-Afrika, 1959

GEOUTORISEERDE UITGAWE

*met Alfabetiese Inhoudsopgawe en Tabel van Wette, ens.,
deur hierdie Wette Herroep en Gewysig*

Half gebonde in Kalfsleerband, R5.05 (twee boekdele) (Engels en Afrikaans)

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

Statutes of the Union of South Africa, 1959

PUBLISHED BY AUTHORITY

*With Table of Alphabetical Contents and Tables of Laws, etc.,
Repealed and Amended by these Statutes*

Half-bound in Law Calf, R5.05 (2 Volumes) (English and Afrikaans)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Statistiese publikasies uitgereik deur die BURO VIR SENSUS EN STATISTIEK is van baie groot belang vir Vervaardigers, Handelaars en Sakemanne

Hierdie publikasies sluit die volgende in:—

1. Die *Offisiële Jaarboek van die Unie van Suid-Afrika* is 'n samevatting wat inligting bevat oor feitlik enige onderwerp wat van openbare belang is.
2. Die *Maandbulletin van Statistiek* dek lopende statistiese inligting oor 'n groot verskeidenheid van ekonomiese en maatskaplike onderwerpe. Elke uitgawe bevat meer as 100 statistiese tabelle asook statistiese bylaes. Die prys is R0.50 per eksemplaar of R5.00 jaarliks posvry.
3. *Blouboeke*. Hierdie amptelike verslae word van tyd tot tyd uitgegee en dek baie onderwerpe. Die statistieke wat in hierdie verslae voorkom is volledig en finaal.
4. *Spesiale Verslae* verskyn in afgerolde vorm en dek 'n groot verskeidenheid van onderwerpe van ekonomiese en maatskaplike belang.

WORD NOU 'N INTEKENAAR OP DIE MAANDBULLETIN!

en koop ander publikasies van die Buro.

Pryse is verkrygbaar van die STAATSDRUKKER, Pretoria of Kaapstad.

Doen aansoek by die BURO VIR SENSUS EN STATISTIEK, Pretoria vir volle besonderhede en die jongste publikasielys.

Statistical publications issued by the BUREAU OF CENSUS AND STATISTICS are of immense interest to Manufacturers, Merchants and Businessmen

These publications include the following:—

1. The *Official Year Book of the Union of South Africa* is a compendium containing information on practically any subject which is of public interest.
2. The *Monthly Bulletin of Statistics* covers current statistical information on a great variety of economic and social subjects. Each issue contains more than 100 statistical tables as well as statistical annexures. The price is R0.50 per copy or R5.00 per annum post free.
3. *Blue Books*: These official reports are issued periodically in printed form and cover many subjects. The statistics published in these reports are complete and final.
4. *Special Reports* appear in roneoed form and cover a great variety of subjects of economic and social interest.

BECOME A SUBSCRIBER TO THE MONTHLY BULLETIN NOW!

and purchase other publications of the Bureau.

Prices are obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town.

Apply to the BUREAU OF CENSUS AND STATISTICS, Pretoria, for full particulars and the latest list of publications.

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien 3% rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Unie gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingelê word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns 3% interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Union.

Not more than R4,000 may be deposited by one person during a financial year.

NYWERAARS, SAKEMANNE EN EKONOME!

Het u 'n geredelik beskikbare bron van statistieke vir die Unie van Suid-Afrika vir die afgelope 50 jaar nodig?

Koop 'n eksemplaar van die Buro vir Sensus en Statistiek se nuwe Publikasie:

„UNIESTATISTIEKE OOR VYFTIG JAAR” (Jubileum-uitgawe – 1910-1960).

Hierdie publikasie, wat die eerste van sy soort is wat verkrygbaar is, bevat meer as 400 bladsye van statistiese tabelle en ses grafieke.

Die volgende onderwerpe word gedek:-

Lewensgebeurtenisse	Pryse	Vervoer
Bevolking	Landbou	Kommunikasie
Volkstrek	Vissery	Openbare Finansies
Gesondheid	Mynwese	Geld- en Bankwese
Onderwys en Biblioteke	Nywerheid	Volksinkome
Misdade en Oortredings	Binnelandse Handel	Bruto Kapitaalvorming
Arbeid, Salarisse en Lone	Buitelandse Handel	Betalingsbalans

Eksemplare van die

STAATSDRUKKER, PRETORIA OF KAAPSTAD teen R2.10 verkrygbaar.

INDUSTRIALISTS, BUSINESSMEN AND ECONOMISTS!

Do you require a readily available source of statistics for the Union of South Africa over the past 50 years?

Buy a copy of the Bureau of Census and Statistics' new Publication:

“UNION STATISTICS FOR FIFTY YEARS” (Jubilee Issue – 1910-1960).

This publication which is the first of its kind to become available contains over 400 pages of statistical tables and six charts.

The following subjects are covered:-

Population	Prices	Transport
Vital Events	Agriculture	Communication
Migration	Fishing	Public Finance
Health	Mining	Currency and Banking
Education and Libraries	Industry	National Income
Crimes and Offences	Internal Trade	Gross Capital Formation
Labour, Salaries and Wages	External Trade	Balance of Payments

Copies obtainable from the

GOVERNMENT PRINTER, PRETORIA OR CAPE TOWN at R2.10.