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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1231.]

[9 Augustus 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP). — VOORSORGFONDSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar 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 Juweliersware- en Edelmetaalnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 1 (b) en (c), 3 tot en met 15, 17 en 18 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik die Kaap; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 1 (b) en (c), 3 tot en met 15, 17 en 18 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrostdistrik die Kaap *mutatis mutandis* bindend is vir alle naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1231.]

[9 August 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).—PROVIDENT FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, 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 Jewellery and Precious Metal Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (b) and (c), 3 to 15 (inclusive), 17 and 18 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of the Cape; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of the Cape and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday the provisions contained in clause 1 (b) and (c), 3 to 15 (inclusive), 17 and 18 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.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).

OOREENKOMS

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

The Cape Jewellery Manufacturers' Association

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

The Jewellers' and Goldsmiths' Union (Cape Town Branch)

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

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap).

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik die Kaap nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Juweliersware- en Edelmetaalnywerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in diens in genoemde Nywerheid is.

(b) Ondanks andersluidende bepalings in subklousule (a) van hierdie klousule is die bepalings van hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum loon in die Hofooreenkoms voorgeskryf word.

(c) Ondanks andersluidende bepalings in subklousules (a) en (b) van hierdie klousule, is lidmaatskap van die fonds nie verpligtend ten opsigte van enige werknemer wat op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n deelnemer aan of lid is, of later een word, van enige ander fonds wat pensioen- of voorsorgfondsbystand verleen, wat op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum deel gehad het, of ten opsigte van die werkgewer van dié werknemer, slegs gedurende die tydperk waarin die ander fonds voortgaan om te funksioneer en sowel werkgewer as werknemer deel daaraan het, indien die bystand van die ander fonds, na die mening van die Raad, in die geheel minstens so gunstig is as die bystand wat deur die Raad se fonds verleen word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens subartikel (1) van artikel agt-en-veertig van die Wet mag vasstel en bly van krag vir 'n tydperk van drie jaar, of vir 'n tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig is in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

"bydraer" 'n persoon wat in die Juweliersware- en Edelmetaalnywerheid is of was en van wie se loon bedrae afgetrek is ingevolge hierdie Ooreenkoms;

"Raad" die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap), geregistreer kragtens die Wet op Nywerheidsversoening, 1956;

"bedryfsinrigting" persele waarin of in verband waarmee een of meer persone in die Juweliersware- en Edelmetaalnywerheid in diens is;

"ondervinding" die totale dienstdynerk of -tydperke in die Juweliersware- en Edelmetaalnywerheid in die gebied wat deur hierdie Ooreenkoms gedek word;

"Fonds" die Voorsorgfonds wat kragtens hierdie Ooreenkoms ingestel word;

"Nywerheid" die Juweliersware- en Edelmetaalnywerheid;

"Juweliersware- en Edelmetaalnywerheid" die gesamentlike onderneming waarin werkgewer en werknemer vir een of meer van die volgende doeleindes met mekaar geassosieer is:—

(a) Die vervaardiging van die volgende artikels, hoofsaaklik uit edelmetale, met inbegrip van alle werksaamhede wat by sodanige vervaardiging behoort:—

(i) Juweliersware en/of persoonlike sierade met of sonder sieraadstene;

(ii) montuur vir sieraadstene;

(iii) medaljes, medaljons, wapens, vrymesselaarsjuwele en/of dergelike artikels;

(iv) ornamente, siervate, siergerei, en/of dergelike sierartikels;

(v) dele van enigeen van voornoemde artikels;

(b) die set en/of opnuut set van sieraadstene in artikels in paragraaf (a) gemeld;

(c) die gravering van artikels in paragraaf (a) gemeld;

(d) die herstel, wysiging en/of vernuwing van artikels in paragraaf (a) gemeld;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

AGREEMENT

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

The Cape Jewellery Manufacturers' Association

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

The Jewellers' and Goldsmiths' Union (Cape Town Branch)

(hereinafter referred to as "the employees" or "the Trade Union"), of the other part,

being parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape).

1. SCOPE AND APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of the Cape by all employers who are members of the employers' organisation and are engaged in the Jewellery and Precious Metal Industry, and by all employees who are members of the trade union and employed in the said Industry.

(b) Notwithstanding anything to the contrary contained in sub-clause (a) of this clause the terms of this Agreement shall only apply in respect of employees for whom minimum wages are prescribed in the Main Agreement.

(c) Notwithstanding anything to the contrary contained in sub-clauses (a) and (b) of this clause membership of the fund shall not be compulsory in respect of any employee who on the date of coming into operation of this agreement is, or thereafter becomes, a participant in and a member of any other fund providing pension or provident benefits which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by the Council's Fund.

2. PERIOD OF OPERATION OF AGREEMENT.

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 for a period of three years, 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 females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"contributor" means any person who is or has been in the Jewellery and Precious Metal Industry and from whose wages deductions have been made in terms of this Agreement;

"Council" means the Industrial Council for the Jewellery and Precious Metal Industry (Cape) registered in terms of the Industrial Conciliation Act, 1956;

"establishment" means any premises in or in connection with which one or more persons are employed in the Jewellery and Precious Metal Industry;

"experience" means the total period or periods of employment in the Jewellery and Precious Metal Industry within the area covered by this Agreement;

"Fund" means the Provident Fund established under this Agreement;

"Industry" means the Jewellery and Precious Metal Industry

"Jewellery and Precious Metal Industry" means the joint enterprise in which employer and employee are associated for any one or more of the following purposes:—

(a) The manufacture of the following articles mainly from precious metals, including all operations incidental to such manufacture:—

(i) Articles of jewellery and/or personal adornment with or without ornamental stones;

(ii) mountings for ornamental stones;

(iii) medals, medallions, badges, masonic jewels and/or like articles;

(iv) ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles;

(v) parts of any of the aforesaid articles;

(b) the setting and/or resetting of ornamental stones in articles referred to in paragraph (a);

(c) the engraving of any articles referred to in paragraph (a);

(d) the repairing, altering and/or renovating of articles referred to in paragraph (a);

- (e) die emaljerings van alle voorwerpe in paragraaf (a) gemeld;
- (f) die maak en/of herstel van gereedskap en/of stempels wat, in die werksaamhede gemeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is, wanneer dit onderneem word deur 'n werkgewer wat sulke werksaamhede verrig en wanneer dit in verband daarmee onderneem word;
- (g) die gravering van stempels wat in die werksaamhede vermeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is;
- "emaljerings" 'n verglaasde stof wat met die hand of met 'n masjien en/of 'n warmteproses op die oppervlakte van 'n metaalvoorwerp aangebring word;
- "graveerwerk" omvat die volgende, maar sonder om die betekenis daarvan te beperk:—
- Gravering van blom-, dekoratiewe en/of abstrakte ontwerpe;
 - gravering van inskripsies, datums, monogramme, voorletters en/of iets dergeliks;
 - gravering van heraldiese ontwerpe;
 - gravering van buite-lyne vir uitsny;
 - reliëfsnywerk en/of versinkwerk vir die doeleindes van of ter voorbereiding van emaljerings of andersins;
 - matwerk, bosseleerwerk, kerfwerk en/of gedrewe werk;
- "fondswek" 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die eersvolgende Vrydag en Saterdag;
- "Hoofooreenkoms" die Ooreenkoms wat vervat is in Goewermentskenningsgewing No. 201 van 7 Julie 1961;
- "genomineerde" 'n persoon wat deur 'n bydraer benoem word en aan wie enige voordele wat aan sodanige bydraer by sy dood toeval, betaal moet word;
- "sieraadstene" edelstene en/of halfedelstene en/of ander sierstene, hetsy geslyp en gepoleer of van natuurlike vorm en glans en/of namaakstene van sulke stene;
- "edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of legering wat genoemde edelmetale of enigen daarvan in so 'n verhouding tot ander metale bevat dat dit die grootste waarde van so 'n legering uitmaak;
- "atfreecouderdom" die ouderdom 60 in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;
- "Sekretaris" die Sekretaris van die Raad en omvat dit enige amptenaar wat aangestel word om die Sekretaris te help;
- "loon" die basiese weekloon (lewenskostetoelae, oortyd- en enige bykomende verdienste uitgesonderd) wat in 'n loonreëlingsmaatreël voorgeskryf word in die Juweliersware- en Edelmetalaanlywerheid, of die gewone weeklikse besoldiging (lewenskostetoelae, oortyd- of enige bykomende loon uitgesonderd) wat 'n werknemer ontvang, naamlik die grootste bedrag.

4. VOORSORGSFONDS.

Hierby word 'n Voorsorgsfonds ingestel bekend as die "Kaapse Voorsorgsfonds vir die Juweliersware- en Edelmetalaanlywerheid", hieronder die Fonds genoem, waarvan die doel is om voordele aan bydraers te voorsien.

Die Fonds bestaan uit—

- Bydraes wat in die Fonds inbetaal word ooreenkomstig die bepalinge van hierdie Ooreenkoms;
- rente verkry uit die belegging van geld van die Fonds;
- enige ander bedrae waarop die Fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN BESTUURSKOMITEE.

- (1) Die administrasie van die Fonds is in die hande van 'n Bestuurskomitee wat bestaan uit twee werkgewers- en twee werknemers-verteenwoordigers wat deur die Raad by 'n behoorlik saamgestelde vergadering van die Raad aangestel is, saam met die Voorsitter en die Ondervoorsitter van die Raad wat *ex officio*-lede van die Bestuurskomitee is.
- (2) Die Raad moet vir elke verteenwoordiger 'n sekondus aanstel.
- (3) Die Bestuurskomitee moet minstens een keer gedurende elke kwartaal van elke kalenderjaar vergader en op sulke ander tye as wat die Voorsitter na goeddunke mag besluit.
- (4) Die Voorsitter moet 'n spesiale vergadering byeenroep wanneer hy 'n versoek met dié strekking, wat die doel van sodanige vergadering meld, ontvang wat onderteken is deur minstens drie lede van die Komitee. Dié spesiale vergadering moet gehou word binne een maand vandat die Voorsitter die versoek ontvang het.
- (5) Twee werkgewers- en twee werknemers-verteenwoordigers vorm 'n kworum en alle aangeleenthede word beslis deur 'n meerderheid van stemme. Die Voorsitter het slegs 'n gewone stem. Vir kworumdoeleindes mag sekondusse van lede wat afwesig is, volle verteenwoordigers geag word, en indien 'n kworum nie binne 30 minute vanaf die vasgestelde tyd teenwoordig is nie, word die vergadering verdaag tot 'n datum vasgestel deur die Voorsitter, nie later as sewe dae daarna nie; by sodanige verdaagde vergadering, waarvan lede skriftelik kennis gegee moet word, vorm dié wat teenwoordig is, 'n kworum. Vir kworumdoeleindes word die Voorsitter en Ondervoorsitter van die Raad, indien hulle teenwoordig is, as verteenwoordigers beskou.

- the enamelling of any articles referred to in paragraph (a);
- the making and/or repairing of tools and/or dies used or intended for use in any of the activities referred to in this definition when undertaken by any employer engaged in such activities and when undertaken in connection therewith;
- the engraving of dies used or intended for use in any of the activities referred to in this definition;

"enamelling" means a vitrified substance applied to the surface of a metallic object by hand or machine and/or heat process;

"engraving" includes, but without limiting the meaning thereof, the following:—

- Engraving of floral, decorative and/or abstract designs;
- engraving of inscriptions, dates, monograms, initials and/or the like;
- engraving of heraldic designs;
- engraving of outlines for cutting out;
- cutting in relief and/or sinking for the purpose of, or in preparation for, enamelling or otherwise; and
- matting, embossing, carving and/or chasing;

"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. 201 of the 7th July, 1961;

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

"ornamental stones" means precious and/or semi-precious gem stones and/or any other ornamental stones, whether cut and polished or of natural shape and lustre and/or imitations of any such stones;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or alloy containing the said precious metals or any of them in such proportion with any other metals as to be the greater part in value of such alloy;

"retiral age" means the age of 60 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 to assist the Secretary;

"wage" means the basic weekly wage (excluding cost-of-living allowance, overtime or any supplementary earnings) prescribed in any wage regulating instrument in the Jewellery and Precious Metal Industry, or the ordinary weekly remuneration (excluding cost-of-living allowance, overtime or any supplementary wages) received by an employee, whichever is the greater.

6. PROVIDENT FUND.

There is hereby established a Provident Fund known as "The Cape Jewellery and Precious Metal 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 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 by the Council.

(3) The Management Committee shall meet at least once during each quarter of each calendar year and at such other times as the Chairman may, in his discretion, decide.

(4) The Chairman shall call a Special Meeting on receiving a requisition to that effect signed by not less than three members of the Committee specifying the object of such meeting. Such Special Meeting shall be held within one month of receipt of the requisition by the Chairman.

(5) 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.

(6) Indien 'n verteenwoordiger afwesig is van enige vergadering en nie deur 'n sekondus verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, verminder word en 'n soortgelyke vermindering moet aan die ander kant gemaak word om gelyke stemkrag te bewaar. Geen mosie sal in aanmerking kom nie tensy dit gesekondeer is en alle aangeleenthede wat die onderwerp van mosies vorm, word beslis deur 'n meerderheidstem van dié wat teenwoordig is.

(7) Alle administrasieuitgawes word teen die Fonds gedebiteer.

(8) Die Bestuurskomitee het die mag om—

- alle betalings en uitgawes namens die Fonds te bekragtig;
- betaalde amptenare van die Fonds in diens te neem, af te dank, hulle besoldiging vas te stel, en hulle pligte te omskryf;
- toesig te hou oor die werk van enige plaaslike komitee wat aangestel word;
- subkomitees aan te stel om te help met die administrasie van die Fonds;
- reëls op te stel vir die betaling van voordele en die tyd en plek vir sodanige betalings vas te stel;
- sodanige ander pligte te verrig as wat die komitee nodig of wenslik mag ag vir die behoorlike administrasie van die Fonds.

(9) Twee kopieë van die reëls van die Fonds en enige wysigings daarvan moet by die Sekretaris van die Raad ingedien word wat een kopie aan die Sekretaris van Arbeid moet stuur.

6. BYDRAES.

(1) Vir die doel van die Fonds moet elke werkgewer van die loon van elk van sy werknemers wat gedurende 'n week gewerk het, ongcag die tyd wat aldus gewerk is, die bedrae hieronder gemeld, aftrek:—

(a) *Groep I.*—In die geval van 'n werknemer wat 'n basiese weekloon plus lewenskostoelae van R12 of minder verdien, die bedrag van tien sent.

(b) *Groep II.*—In die geval van 'n werknemer wat 'n basiese weekloon plus lewenskostoelae van meer as R12 verdien, die bedrag van twintig sent;

met dien verstande dat sodanige bedrae slegs afgetrek moet word teen opsigte van werknemers waarvan die totale ondervinding, soos omskrywe, meer is as een jaar en voorts met dien verstande dat geen bydrae vereis mag word van 'n werknemer of sy werkgewer teen opsigte van 'n week waarvoor die werknemer nie geregtig is op, en geen besoldiging ontvang het van sy werkgewer nie.

(2) By die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en maandeliks, voor of op die tiende 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 aangedui in Aanhangsel E by hierdie Ooreenkoms wat die naam en adres van die werkgewer aantoon, asook die getal bydraes wat afgetrek is ten opsigte van elke groep gedurende elke week van die betrokke maand, die totale bedrag van die aftrekkings en die totale bedrag van die werkgewer se ooreenstemmende bydrae.

(4) In die geval van die eerste bydrae deur 'n werkgewer en/of werknemer, moet die werkgewer die Sekretaris voorsien van die volle naam, diensrekordkaartnommer, datum van eerste bydrae tot die Fonds, voorsorgsgroepnommer van elke sodanige bydraer, in die vorm aangedui in Aanhangsel F by hierdie Ooreenkoms. Hierdie Aanhangsel moet by die Sekretaris ingedien word voor of op die 10de dag van elke maand.

(5) 'n Werkgewer mag nie die hele bedrag van sy eie bydrae, of 'n gedeelte daarvan, van die verdienste van 'n lid aftrek nie, of enige vergoeding ontvang van die lid ten opsigte van sodanige bydrae nie.

(6) Wanneer 'n lid met verlof is teen volle betaling of minder as die volle betaling en/of wanneer 'n lid korttyd werk, moet beide sy eie bydrae en dié van die werkgewer voortgesit word.

(7) Indien enige bydrae verkeerdlik in die Fonds inbetaal word, is die Fonds nie aanspreeklik vir die terugbetaling van daardie bydrae na verloop van ses maande vanaf die datum van betaling van sodanige inbetaling nie.

(8) Wanneer 'n voordeel verkeerdlik uitbetaal is aan 'n lid as gevolg daarvan dat sodanige lid bedrae in die Fonds gestort het wat nie verskuldig was nie, mag die Bestuurskomitee die bedrag van die voordeel wat aldus betaal is, laat aangaan van—

- enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en
- enige toekomstige voordele wat die Fonds verskuldig mag word aan genoemde lid.

7. FINANSIES.

(1) Alle geld wat die Fonds ontvang, moet gedeponeer word in 'n bankrekening wat in die naam van die Fonds geopen word. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat in die Fonds ontvang word en onttrekkings uit die Fonds moet per tjek geskied wat onderteken moet word deur sodanige persone as wat van tyd tot tyd deur die Bestuurskomitee gemagtig mag word.

(6) 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.

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

(8) 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 assist 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.

(9) Two copies of the rules of the Fund and any amendments thereof shall be lodged with the 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 who have worked during any week irrespective of the time so worked, the amounts set out hereunder:—

(a) *Group I.*—In the case of an employee earning a basic wage plus cost-of-living allowance of R12 per week or less, the sum of ten cents.

(b) *Group II.*—In the case of an employee earning a basic wage plus cost-of-living allowance in excess of R12 per week, the sum of twenty cents;

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 than the tenth 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 E 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) In the case of the first contribution by any employer and/or employee the employer shall furnish the Secretary in the form set out in Annexure F to this Agreement with the full name, service record card number, date of first contribution to the Fund, Provident Group number of each such contributor. This Annexure shall be submitted to the Secretary by not later than the 10th day of each month.

(5) 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.

(6) 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.

(7) 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.

(8) 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—

- against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- against any future benefits that may become due by the Fund to the said member.

7. 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 benodig is vir uitgawes, mag nie anders belê word nie as in—

- (i) Staatseffekte van die Republiek van Suid-Afrika;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander manier wat deur die Nywerheidsregistrator goedgekeur word.

(3) Die Raad moet toesien dat volledige en ware rekenings van die Fonds gehou word en moet toesien dat 'n verslag van al die inkomste en uitgawes van die Fonds, en 'n staat wat die bates en laste aantoon, twee maal per jaar opgestel word vir die tydperke wat eindig op 30 Junie en 31 Desember van elke jaar. Elke sodanige rekening en staat moet deur die ouditeur van die Raad gesertifiseer word, en medeonderteken word deur die Voorsitter van die Raad en moet binne drie maande na die sluiting van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator gestuur word, saam met enige verslag daaroor deur genoemde ouditeur. 'n Kopie van hierdie rekenings en balansstaat wat twee maal per jaar uitgegee word, moet beskikbaar wees vir insae deur bydraers van die Fonds.

8. VOORDELE.

(1) Voordele moet voorsien word aan bydraers wat—

(a) die Nywerheid verlaat nadat hulle die aftreeouderdom van 55 in die geval van vrouens en 60 in die geval van mans bereik het; of

(b) die Bestuurskomitee tevrede stel dat hulle die Nywerheid permanent verlaat het voor die aftreeouderdom.

(2) *Benoeming van Begunstigdes.*—Elke bydraer mag 'n begunstigde benoem aan wie, ingeval van die afsterwe van die bydraer, alle voordele verskuldig aan sodanige bydraer, betaal moet word. Ingeval die Fonds nie beskik oor die naam van enige sodanige genomineerde nie, word enige voordele wat verskuldig was ten tyde van die bydraer se dood, in die boedel van sodanige afgestorwe bydraer inbetaal.

(3) *Benoeming van genomineerdes.*—Daar word van elke bydraer vereis om 'n staat in die vorm van Aanhangsel D aan te stuur. By ontvangs van dié staat moet die Sekretaris aan sodanige bydraer 'n sertifikaat stuur wat die Fonds se ontvangs van sodanige staat erken, en wat die naam en adres van die genomineerde meld.

9. BEDRAG VAN VOORDELE.

(1) *Onttrekkingsvoordele.*—Behoudens die bepalinge van klousule 11 (1) is die minimum voordele wat aan bydraers betaal moet word wat, om enige ander rede as dié genoem in subklousule (2) van hierdie klousule, nie langer in die gebied wat in klousule 1 van hierdie Ooreenkoms gemeld word, in die Juweliersware- en Edelmetaalnywerheid in diens is nie, soos volg:—

(a) Waar die bydraer 'n lid was vir minder as twee jaar, is die bydraer slegs geregtig op die terugbetaling van sy eie bydraes.

(b) Waar die bydraer 'n lid was vir twee jaar, maar vir minder as drie jaar, is hy geregtig op die terugbetaling van sy eie bydraes plus tien persent.

(c) Benewens die bedrae gemeld in subklousule (1) (b) van hierdie klousule is 'n bydraer geregtig op 'n verdere vyf persent van sy eie bydraes vir elke verdere voltooide jaar van lidmaatskap ná die voltooiing van die eerste twee jaar, met dien verstande dat die totale voordele nie meer is as twee keer die totale bedrag wat hy bygedra het nie.

(2) *Aftreevoordele.*—Waar 'n bydraer die ouderdom van 55 bereik in die geval van vrouens of 60 in die geval van mans, moet daar, benewens die bedrag wat verskuldig is ingevolge subklousule (1) van hierdie klousule, 'n gelyke bedrag betaal word aan alle bydraers wat die voorgeskrewe aftreeouderdomme bereik het en wat lede van die Fonds was vir minstens vyf jaar.

(3) *Ongeskiktheidsvoordele.*—Waar 'n bydraer die Nywerheid permanent verlaat as gevolg van ernstige swak gesondheid of ongeskiktheid voordat hy die aftreeouderdom bereik het (d.w.s. 55 vir vrouens en 60 vir mans), mag die Bestuurskomitee, by die inlewering van een of meer doktersertifikate wat die Komitee tevrede stel, die verdubbeling magtig van onttrekkingsvoordele waarop die bydraer geregtig sou wees ingevolge subklousule (1) van hierdie klousule.

(4) *Sterftevoordele.*—Die Bestuurskomitee moet, by die inlewering van bevredigende bewys van die afsterwe van die bydraer, die verdubbeling magtig van die onttrekkingsvoordele waarop die bydraer ingevolge subklousule (1) van hierdie klousule geregtig sou wees by die datum van afsterwe.

10. BETALING VAN VOORDELE.

(1) Behalwe in die geval van aftrede of dood, of in gevalle waar die Bestuurskomitee tevrede is dat spesiale omstandighede bestaan, mag geen voordele betaal word ten opsigte van 'n eis voordat 'n tydperk van minstens ses maande verloop het vanaf die tyd wat die betrokke persoon laas in die Nywerheid in diens was nie.

(2) Moneys in the Fund surplus to its requirements for expenses shall not be invested otherwise than in—

- (i) stock of the Government of the Republic of South Africa;
- (ii) National Saving 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 contributors of the Fund.

8. BENEFITS.

(1) Benefits shall be provided to contributors who—

- (a) leave the industry on or after reaching the retiral age of 55 in the case of females and 60 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 may 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 D.

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.

9. 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 Jewellery and Precious Metal 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 two years, the contributor shall be entitled only to the refund of his own contributions.

(b) Where the contributor has been a member for two years but less than three years, he shall be entitled to the refund of his own contributions plus ten 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 two years, be entitled to a further five per cent of his own contributions, provided that the total benefits shall not exceed twice the total amount contributed by him.

(2) *Retirement Benefits.*—Where a contributor reaches the age of 55 in the case of females or 60 in the case of males, in addition to the amount due in terms of sub-clause (1) of this clause, a like amount shall be paid to all contributors who reach the prescribed ages for retirement and who have been members of the Fund for at least five years.

(3) *Disability Benefits.*—Where a contributor leaves the industry permanently due to serious ill-health or incapacity prior to reaching the age for retirement (i.e. 55 females and 60 males), the Management Committee may, upon production of one or more medical certificates satisfactory to the Committee, authorise that the withdrawal benefits to which the contributor would be entitled in terms of sub-clause (1) of this clause be doubled.

(4) *Death Benefits.*—The Management Committee, upon production of satisfactory proof of the decease of a contributor, shall authorise that the withdrawal benefits to which the contributor would have been entitled as at the date of decease in terms of sub-clause (1) of this clause be doubled.

10. 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 six months has elapsed from the time the person concerned was last employed in the industry.

(2) Ingeval 'n bydraer na die Nywerheid terugkeer voordat die eis uitbetaal is, vervel die eis outomaties en word bydraes dadelik hervat.

(3) Waar 'n bydraer na die Nywerheid terugkeer nadat 'n eis betaal is, word hy, indien hy onder die ouderdom van 60 is in die geval van mans of 55 in die geval van vrouens, beskou as 'n nuwe bydraer en slegs toegelaat om te begin bydra een jaar nadat hy na die Nywerheid teruggekeer het.

(4) Indien sodanige bydraer alreeds 60 is in die geval van mans of 55 in die geval van vrouens, word hy nie toegelaat om weer by die Fonds aan te sluit nie.

(5) Ingeval 'n benoemde genomineerde nie binne vier weke na bewys van die afsterwe van 'n lid 'n voordeel eis wat ingevolge hierdie klousule verskuldig is nie, moet die Bestuurskomitee 'n advertensie plaas in twee opeenvolgende uitgawes van twee dagblaie waarvan een 'n Afrikaanse dagblad en een 'n Engelse dagblad moet wees en waarvan een 'n dagblad moet wees wat in die distrik sirkuleer waarin die afgestorwe lid gewoonlik woonagtig was, wat die naam en laaste bekende werkplek van die afgestorwe lid meld en die feit dat voordele beskikbaar is om deur die genomineerde afgehaal te word by 'n plek wat deur die Bestuurskomitee aangewys word. Indien die genomineerde versuim om enige voordele wat aan hom verskuldig is, te eis binne drie maande na die plasing van sodanige advertensie, word sodanige voordeel in die boedel van die afgestorwe lid inbetaal. Die koste van advertensies, indien daar is, moet afgetrek word van enige geld wat ingevolge hierdie subklousule betaalbaar is.

(6) Die Bestuurskomitee moet toesien dat 'n lys opgestel word so gou as moontlik na 31 Desember elke jaar, en binne drie maande daarna, wat die naam meld van elke bydraer wat nie in die Nywerheid in diens was gedurende die afgelope twee kalenderjare en wat nie voordele geëis het nie.

(7) Die Bestuurskomitee moet toesien dat 'n kennisgewing gepubliseer word voor of op 31 Maart van die jaar wat volg op sodanige tweejaar tydperk, wat meld dat 'n lys van alle persone wat nie voordele geëis het gedurende die afgelope twee jaar soos hierbo gemeld, ter insae beskikbaar is by die kantoor van die Fonds en dat 'n duplikaat van die lys beskikbaar is by die kantoor van die Vakvereniging.

(8) Die kennisgewing moet alle belanghebbendes vra om eise vir voordele binne drie maande in te dien en om volle besonderhede te verskaf van die grond waarop sodanige eise ingestel word.

(9) Die kennisgewing moet gepubliseer word in twee agtereenvolgende uitgawes van minstens een Engelse en een Afrikaanse koerant wat in die regsgebied van die Raad sirkuleer.

(10) Die Bestuurskomitee moet dié eise oorweeg by die eerste vergadering wat volg op die laaste datum waarop die eise ingedien kan word en kan aan enige persoon of persone wat eise ingedien het op die wyse hierin voorgeskryf, die geld betaal wat nie meer is nie as die volle voordeel wat aan die lid verskuldig is, min die advertensiekoste, na die goeddunke van die Komitee. Ingeval daar geen eis ingestel is deur of ten behoeve van die persoon wie se naam op die lys voorkom nie, word enige voordele wat aan hom verskuldig is, aan die Fonds verbeur; met dien verstande dat die Bestuurskomitee enige eis moet oorweeg wat deur of namens so 'n persoon na verstryking van genoemde tydperk ingestel mag word en kan na goedvinding 'n *ex gratia* betaling uit die Fonds aan so 'n persoon doen. Die Sekretaris moet aan die Vakvereniging die lys stuur, wat hierin gemeld word en op dié lys moet die naam en laaste bekende werkplek van die lid en die voordeel wat verskuldig is, gemeld word.

11. BYKOMENDE VOORDELE.

(1) Die Bestuurskomitee mag van tyd tot tyd die voordele verhoog wat hierin gemeld word, deur die verklaring van 'n bonus in die lig van enige verbetering in die finansies van die Fonds deurdat—

(a) rente gekweek is;

(b) bydraers die Nywerheid verlaat het voordat hulle vir die volle 100 persent van die werkgever se gelyke bydrae gekwalifiseer het;

met dien verstande dat sodanige bonus vasgestel moet word slegs na 'n aktuaris ondersoek ingestel het na die laaste van die Fonds, en voorts met dien verstande dat sodanige bonus nie meer mag wees nie as 'n bedrag wat sodanige aktuaris aanbeveel.

Enige sodanige bonus moet vir die bydraers se rekenings gekrediteer word en is betaalbaar aan sodanige lede terselfdertyd en benewens die voordele wat in klousule 10 van hierdie Ooreenkoms voorgeskryf word.

(2) Die Bestuurskomitee mag ook geld wat uit (a) en (b) van subklousule (1) van hierdie klousule verkry word, gebruik om die voordele te vergroot van persone wat minstens vyf jaar lank tot die Fonds bygedra het en wat weens swak gesondheid of ongeskiktheid verplig word om die Nywerheid permanent te verlaat voordat hulle die aftreeouderdom bereik het, of wat die aftreeouderdom bereik maar nie vir die volle voordele in klousule 9 (2) kwalifiseer nie, met dien verstande dat die totaal wat in enige kalenderjaar gebruik word hoogstens die bedrag is wat die Fonds se aktuaris vir daardie jaar spesifiseer.

(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) Where a contributor returns to the Industry after payment of any claim he shall, if under the age of 60 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 60 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 two consecutive issues of two daily newspapers of which one shall be an English language newspaper and one an Afrikaans language newspaper, and of which one shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and the 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-clause 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 two consecutive issues of at least one English and one Afrikaans newspaper circulating in the area of jurisdiction of the Council.

(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 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; provided that the Management Committee shall consider any claim that may be made by or on behalf of such person after the expiration of the said period and may in its discretion make an *ex-gratia* payment from the Fund to such person. The Secretary shall send to the trade union, the list herein referred to, which list shall state the name and last known place of work of the member and the benefit due.

11. 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 contribution;

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 an 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 benefit prescribed in Clause 10 of this Agreement.

(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 no less than five years and who are compelled to leave the Industry permanently before reaching the retirement 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 9 (2) provided that the total used in any calendar year does not exceed an amount specified for that year by the Fund's actuary.

12. PROSEDURE IN VERBAND MET AFTREEVOORDELE.

Eise om aftreevoordele mag ingedien word te eniger tyd nadat bydraers die aftreeouderdom bereik het, d.w.s. 55 in die geval van vrouens en 60 in die geval van mans.

13. VOORDELE MAG NIE GESEDEER OF OORGEMAAK WORD NIE.

Voordele moet nie—

- op watter wyse ook al gesedeer, oorgemaak, oorgedra of van afstand gedoen kan word nie, hetsy algemeen, of as sekuriteit vir enige skuld of verpligting wat deur die bydraer verskuldig is. Die Fonds staan onder geen verpligting om enige sodanige voorgegewe sedering, oormaking, oordrag of afstand aan te neem, te erken, of daarop te handel nie;
- by enige bevel of proses van 'n hof beslag opgelê word nie;
- afgetrek word van enige bedrag wat deur die persoon wat op sodanige voordele geregtig is, verskuldig is nie.

14. ONTBINDING VAN DIE FONDS.

(1) Ingeval hierdie Ooreenkoms verstryk, of ingeval dit verleng word en daar nie binne drie jaar vanaf die datum van sodanige verstryking onderhandel word vir 'n nuwe ooreenkoms vir die voortsetting van die Fonds nie, of indien die Raad die Fonds nie binne sodanige tydperk oordra na 'n ander Fonds wat vir dieselfde doel saamgestel is as dié waarvoor die oorspronklike Fonds in die lewe geroep is nie, moet die Fonds gelikwider word. Die Bestuurskomitee moet die Fonds administreer gedurende genoemde tydperk van drie jaar, of tot tyd en wyl dit oorgedra word na 'n ander Fonds wat hierbo gemeld word.

(2) Ingeval die Raad ontbind word, of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel vier-en-dertig (2) van die Wet, moet die administrasie van die Fonds voortgesit word deur die Bestuurskomitee wat dan dié posisie beklee. 'n Vakature wat in die Komitee ontstaan, mag deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, om gelykheid van werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom, of 'n dooie punt ontstaan as gevolg daarvan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en vir dié doel besit sodanige trustee al die magte van die Komitee. Wanneer hierdie Ooreenkoms verstryk, word die Fonds gelikwider deur die Komitee wat funksioneer ingevolge hierdie subklousule, of die trustee of trustees, na gelang van die geval, op die manier gemeld in subklousule (3) van hierdie klousule en indien die Raad reeds die Fonds gelikwider en sy bates verdeel het teen die tyd dat die Ooreenkoms verstryk, moet die balans van hierdie Fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet asof dit 'n deel uitmaak van die algemene Fondse van die Raad.

(3) By likwidasië van die Fonds ingevolge subklousule (1) van hierdie klousule moet die geld wat in die krediet van die Fonds bly staan nadat alle eise teen die Fonds uitbetaal is, met inbegrip van administrasie- en likwidasiëuitgawes, in die algemene fondse van die Raad inbetaal word.

15. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale in die vorm voorgeskryf in die regulasies by die Wet, vertoon hou in elk van sy bedryfinrigtings op 'n plek wat maklik toeganklik is vir sy werknemers.

16. AGENTE.

Die Raad mag een of meer persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persoon (persone) toe te laat om sy bedryfinrigting binne te gaan en sulke navrae te doen en om sodanige dokumente, boeke, betaalstate en loonkoevertes te ondersoek en om sodanige individue te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

17. VRYSTELLINGS.

Die Raad mag om enige afdoende rede voorwaardelik of op 'n ander manier vrystelling verleen van die bepalings van hierdie Ooreenkoms, of ten opsigte van enige persoon.

18. VRYWARING.

Die lede van die Bestuurskomitee en hulle sekondusse en die lede van die Nywerheidsraad en die lede van enige plaaslike komitee en die plaaslike verteenwoordigers is nie aanspreeklik vir verliese deur die Fonds wat ontstaan as gevolg van enige onbehoorlike belegging te goeder trou gemaak of as gevolg van enige daad in hulle bona fide-administrasie van die Fonds of as gevolg van die nalatigheid of bedrog van enige agent of werknemer wat in diens mag wees alhoewel die diens van sodanige agent of werknemer nie streng noodsaaklik was nie of as gevolg

12. PROCEDURE IN CONNECTION WITH RETIREMENT BENEFITS.

Claims for retirement benefits may be lodged at any time after contributors reach retiring age, i.e. 55 in the case of females and 60 in the case of males.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED.

Benefits shall not be—

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

14. 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 three 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 three 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 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.

15. 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.

16. 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.

17. 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.

18. 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

van enige daad of versuim wat te goeder trou deur sodanige lede of plaasvervangers gedoen is of deur sodanige plaaslike verteenwoordigers of as gevolg van enige ander aangeleentheid of ding, behalwe individuele opsetlike of bedrieglike oortreding deur sodanige lede of sekondusse of van die kant van sodanige plaaslike verteenwoordigers op wie daar probeer word om die aanspreeklikheid te plaas. Enige sodanige lid of sekondus en sodanige plaaslike verteenwoordiger moet deur die Fonds vergoed word vir enige verpligting wat deur hom aangegaan word in die verdediging van enige hofsak, hetsy siviël of krimineel, wat ontstaan het uit 'n aantying waarin kwaaië trou betrokke is en waarin uitspraak in sy guns gegee word of waarin hy vrygespreek word.

Namens die partye in Kaapstad onderteken op hede die 20ste dag van September 1962.

W. OBOLER, *Voorsitter.*
E. BENSON, *Ondervoorsitter.*
A. A. DAVIS, *Assistent-Sekretaris.*

Kaapstad, 4 September 1962.

AANHANGSEL A.

Die Sekretaris,

Die Kaapse Voorsorgsfonds vir die Juweliersware- en Edelmetaal-nywerheid,
Posbus 1536,
Kaapstad.

AANSOEK OM ONTTREKKING VAN VOORDELE DEUR BYDRAERS ONDER DIE OUDERDOM VAN 55 (VROUENS) OF 60 (MANS).

Naam _____ Voorheen _____
Voorname _____
Huidige adres _____
Geboortedatum _____ Geeldienskaartno. _____
Genomineerde _____
Adres van genomineerde _____

Ek het mnre. _____
se diens verlaat en om ondergenoemde redes is ek nie van voorneme om werk te kry in die Juweliersware- en Edelmetaalnywerheid in die Kaapse Skiereiland nie _____

Ek eis hierby terugbetaling van my bydraes plus sodanige persentasie as wat vir my mag opgeloopt het.

Ek verstaan dat indien ek te eniger tyd in die toekoms sou terugkeer na die Nywerheid, ek nie geregtig is om aan die Voorsorgsfonds te behoort nie behalwe vir sover daar in die Ooreenkoms voorsiening gemaak word ten opsigte van nuwe bydraers.

Getuie _____ Handtekening _____
Datum _____

L.W.—Eise van persone onder die ouderdom van 55 (vrouens) of 60 (mans) kan slegs ingedien word twee jaar nadat sodanige persone laas in die Nywerheid in diens was.

AANHANGSEL B.

Die Sekretaris,

Die Kaapse Voorsorgsfonds vir die Juweliersware- en Edelmetaal-nywerheid,
Posbus 1536,
Kaapstad.

AANSOEK OM AFTREEVOORDELE.

Naam _____ Voorheen _____
Voorname _____
Huidige adres _____
Geboortedatum _____ Diensrekordkaartno. _____
Genomineerde _____
Adres van genomineerde _____

Met die bereiking van die ouderdom van _____ eis ek hierby die aftreevoordele wat aan my verskuldig is.

Ek verstaan dat die Fonds se betaling van die geld wat aan my verskuldig is ingevolge hierdie aansoek my nie belet om my diens in die Nywerheid voort te sit nie, maar dat ek by ontvangs van sodanige geld geen verdere eis teen die Fonds het nie.

Getuie _____ Handtekening _____
Datum _____

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 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 his favour or in which he is acquitted.

Signed at Cape Town on behalf of the parties this 20th day of September, 1962.

W. OBOLER, *Chairman.*
E. BENSON, *Vice-Chairman.*
A. A. DAVIS, *Assistant Secretary.*

Cape Town, 4th September, 1962.

ANNEXURE A.

The Secretary,

Cape Jewellery and Precious Metal Industry Provident Fund,
P.O. Box 1536,
Cape Town.

APPLICATION FOR WITHDRAWAL BENEFITS BY CONTRIBUTORS UNDER THE AGE OF 55 (FEMALE) OR 60 (MALE).

Name _____ Formerly _____
First Names _____
Present Address _____
Date of Birth _____ Yellow Service Card No. _____
Nominee _____
Address of Nominee _____

I have left the employ of Messrs. _____
and have no intention of obtaining employment in the Cape Jewellery and Precious Metal Industry in the Cape Peninsula for the following reasons: _____

I hereby claim refund of my contributions plus such percentage as may have accrued to me.

I understand that should I return to the Industry at any time in the future I shall not be entitled to belong to the Provident Fund except to the extent provided in the Agreement in respect of new contributors.

Witness _____ Signature _____
Date _____

N.B.—Claims by persons under the age of 55 (female) or 60 (male) can only be submitted six months after such persons were last employed in the Industry.

ANNEXURE B.

The Secretary,

Cape Jewellery and Precious Metal Industry Provident Fund,
P.O. Box 1536,
Cape Town.

APPLICATION FOR RETIREMENT BENEFITS.

Name _____ Formerly _____
First Names _____
Present Address _____
Date of Birth _____ Service Record Card No. _____
Nominee _____
Address of Nominee _____

Having reached the age of _____ I hereby claim the retirement benefits due to me.

I understand that payment by the Fund of moneys due to me in terms of this application is no bar to my continued employment in the Industry but that I shall on receipt of such moneys have no further claim on the Fund.

Witness _____ Signature _____
Date _____

AANHANGSEL C.

Die Sekretaris,

Die Kaapse Voorsorgsfonds vir die Juweliersware- en Edelmetaal-
nywerheid,

Posbus 1536,

Kaapstad.

AANSOEK OM ONGESKIKTHEIDSVORDELE.

Naam _____ Voorheen _____

Voornamen _____

Huidige adres _____

Geboortedatum _____ Diensrekordkaartno. _____

Genomineerde _____

Adres van genomineerde _____

Ek verklaar hiermee dat ek mnre.

se diens verlaat het as gevolg van swak gesondheid/ongeskiktheid wat
van so 'n aard is dat dit my sal verhinder om werk te kry in die Juwe-
liersware- en Edelmetaalnywerheid in die Kaapse Skiereiland.Ek eis hiermee die geld wat aan my verskuldig is ingevolge die
Voorsorgsfondsoreenkoms.

Die ongeskiktheid waaraan ek ly is (gee kort beskrywing) _____

'n Doktersertifikaat wat hierdie aansoek staaf, word hierby aangeheg.

Getuie _____ Handtekening _____

Datum _____

AANHANGSEL D.

NYWERHEIDSRaad VIR DIE JUWELIERSWARE- EN EDEL-
METAALNYWERHEID (KAAP).

VOORSORGSFONDS.

BENOEMING VAN GENOMINEERDE OM VORDELE TE
ONTVANG.

1. Ek, die ondergetekende lid _____

(Naam van bydraer in blokletters)

Dienskaartno. _____

benoem hierby _____

(Volle naam en adres van genomineerde in blokletters)
ingevolge die reëls van die Voorsorgsfonds, om enige voordeel te
ontvang wat vir my mag oploop uit genoemde Fonds as gevolg van my
afsterwe, en ek stem saam dat geen verandering in die benoeming van
die genomineerde deur die Voorsorgsfonds aangeneem word nie,
tensy ek skriftelik daarvan kennis gee aan die Sekretaris van die Fonds,
Posbus 1536, Kaapstad.2. Ek vrywaar die Raad soos verteenwoordig deur die Bestuurs-
komitee van genoemde Fonds teen enige eis wat die verteenwoordiger
van my bestorwe boedel of enige persoon hoegenaamd instel vir
betaling van enige voordele uit genoemde Fonds, met dien verstande
dat die betaling in ooreenstemming hiermee aan die genomineerde
gedoen word.3. Ingeval bogenoemde genomineerde my vooroorly, dan magtig
ek die betaling van die voordeel aan die verteenwoordiger van my
boedel en die Voorsorgsfonds is daarna geheel en al onthef van
aanspreeklikheid om enige sodanige voordeel aan die boedel van my
genomineerde of ander persoon hoegenaamd te betaal.

Gedatêr te _____ hede die _____ dag van _____

19 _____

Handtekening van Bydraer. _____

Adres van Bydraer. _____

As getuies:

1. _____ 2. _____

AANHANGSEL E.

VOORSORGSFONDS VIR DIE JUWELIERSWARE- EN
EDELMETAALNYWERHEID.

Aan die Sekretaris,

Telefoon 3-6631.

Posbus 1536, of

5de Vloer,

Broadway Industries sentrum,

Strandgebied,

Kaapstad.

_____ 196 _____

Waarde Heer,

Hierby ingesluit die bedrag van R _____ wat die bydraes
verteenwoordig ten opsigte van die Voorsorgsfonds soos hieronder
gedetailleer vir die tydperk geëindig _____

Naam van Firma _____ Adres _____

ANNEXURE C.

The Secretary,

Cape Jewellery and Precious Metal Industry Provident Fund,

P.O. Box 1536,

Cape Town.

APPLICATION FOR DISABILITY BENEFITS.

Name _____ Formerly _____

First Names _____

Present Address _____

Date of Birth _____ Service Record Card No. _____

Nominee _____

Address of Nominee _____

I hereby declare that I have left the employ of Messrs _____

owing to ill-health/incapacity of
a nature that will preclude me from obtaining employment in the
Jewellery and Precious Metal Industry in the Cape Peninsula.I hereby claim the moneys due to me in terms of the Provident
Fund Agreement.

The disability I am suffering from is (give brief description) _____

A medical certificate in support of this application is attached.

Witness _____ Signature _____

Date _____

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND
PRECIOUS METAL INDUSTRY (CAPE).

PROVIDENT FUND.

APPOINTMENT OF NOMINEE TO RECEIVE BENEFITS.

1. I, the undersigned member _____

(Name of Contributor in block letters)

Service Card No. _____, 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 recog-
nised 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 repre-
sentative of my deceased Estate or by any person whatsoever for pay-
ment 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 the Estate of my
Nominee or other person whatsoever.

Dated at _____ this _____ day of _____ 19 _____

Signature of Contributor _____

Address of Contributor _____

As Witnesses: 1. _____ 2. _____

ANNEXURE E.

JEWELLERY AND PRECIOUS METAL INDUSTRY
PROVIDENT FUND.

To the Secretary,

P.O. Box 1536, or

Telephone: 3-6631.

Fifth Floor, Broadway Industries Centre,

Foreshore, Cape Town.

_____ 19 _____

Dear Sir,

Enclosed please find the sum of R _____ representing contri-
butions in respect of the Provident Fund, as detailed below for the
period ending _____

Name of Firm _____

Address _____

OPGAWE VAN BYDRAERS.

Groep I. (10 sent.)	Groep II. (20 sent.)	Vir week geëindig	_____
_____	_____	Vir week geëindig	_____
_____	_____	Vir week geëindig	_____
_____	_____	Vir week geëindig	_____
_____	_____	Vir week geëindig	_____
_____ werknemers teen 10 sent per week vir _____ weke R _____			
_____ werkgever se bydrae, Groep I. R _____			
_____ werknemers teen 20 sent per week vir _____ weke R _____			
_____ werkgever se bydrae, Groep II. R _____			
		R _____	

Moet saam met u tjek aan die Kantoor van die Fonds gestuur word voor of op die 10de van elke maand.

(OPMERKING:

Groep I.—Werknemers wat 'n basiese weekloon plus lewenskostetoelae verdien van R12.00 of minder.

Groep II.—Werknemers wat 'n basiese weekloon plus lewenskostetoelae verdien van meer as R12.00.)

AANHANGSEL F.

VOORSORGSFONDS VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID.

Die Sekretaris,
Posbus 1536,
Kaapstad.

Telefoon 3-6631.

196...

MAANDELIKSE OPGAWE VAN NUWE VOORSORGSFONDS-BYDRAES.

Vir die maand geëindig 196...

Volle naam van werknemer.	Diensrekord-kaartno.	Datum van eerste bydrae.	Voorsorgsfonds-groep (Groep I: 10 sent. Groep II: 20 sent).

Let asseblief daarop dat die diensrekord van bogenoemde werknemers saam met hierdie opgawe ingedien moet word.

Moet aan die kantoor van bogenoemde fonds gestuur word voor of op die 14de van elke maand.

RETURN OF CONTRIBUTORS.

Group I. (10 cents.)	Group II. (20 cents.)	_____ for week ending _____
_____	_____	_____ for week ending _____
_____	_____	_____ for week ending _____
_____	_____	_____ for week ending _____
_____	_____	_____ for week ending _____
_____ employees at 10 cents per week for _____ weeks R _____		
_____ employer's contribution, Group I. R _____		
_____ employees at 20 cents per week for _____ weeks R _____		
_____ employer's contribution, Group II. R _____		
		R _____

To be forwarded with your cheque to the Office of the Fund not later than the 10th of each month.

(NOTE:

Group I.—Employees earning a basic wage plus cost of living allowance of R12.00 per week or less.

Group II.—Employees earning a basic wage plus cost of living allowance in excess of R12.00 per week.)

ANNEXURE F.

JEWELLERY AND PRECIOUS METAL INDUSTRY PROVIDENT FUND

The Secretary,
P.O. Box 1536,
Cape Town.

Telephone 3-6631.

196...

MONTHLY RETURN OF NEW PROVIDENT FUND CONTRIBUTORS.

For Month Ended 196...

Full Name of Employee.	Service Record No.	Date of First Contribution.	Provident Fund Group (Group I: 10 cents. Group II: 20 cents).

PLEASE NOTE.—Service record of the above employees must be submitted with this return.

To be forwarded to the office of the above fund not later than the 14th of each month.

Koop Nasionale Spaarsertifikate
Buy National Savings Certificates

Maak gebruik van die . . .

Posspaarbank!

• wat

'n staatswaarborg, strenge geheimhouding
en ongeëwenaarde fasiliteite in verband
met inlaes en opvragings verskaf.

Die rentekoers op inlaes in gewone rekenings
is $2\frac{1}{2}\%$ per jaar.

Op bedrae wat in Spaarbanksertifikate belê
word, is die rente 4% per jaar.

R20,000 kan in Spaarbanksertifikate belê word.

OPEN VANDAG 'N REKENING!

Use the . . .

Post Office Savings Bank

which provides

state security; strict secrecy and unrivalled
facilities for deposits and withdrawals.

Deposits in ordinary accounts earn interest at
 $2\frac{1}{2}\%$ per annum.

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R20,000 may be invested in Savings Bank Cer-
tificates.

OPEN AN ACCOUNT TODAY!

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