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GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1427.]

[13 September 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

LEKKERGOEDNYWERHEID, JOHANNESBURG.

VOORSORGSFONDSOOREENKOMS.

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Lekkergoednywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk van een jaar vanaf genoemde tweede 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 van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Johannesburg; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 5, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrik Johannesburg *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. 1427.]

[13 September 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

SWEETMAKING INDUSTRY, JOHANNESBURG.

PROVIDENT FUND AGREEMENT.

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

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Sweet-making Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second 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 of the said Agreement, excluding those contained in clauses 1, 2 and 5, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second 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 Johannesburg; 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 Johannesburg and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 5, 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.

DIE NYWERHEIDSRaad VIR DIE LEKKERGOED-
NYWERHEID, JOHANNESBURG.

VOORSORGSFONDS.

OOREENKOMS

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

Sweet Industries Association (Transvaal)

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

Sweet Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Lekkergoednywerheid, Johannesburg.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Johannesburg deur alle werkgewers en werknemers in die Lekkergoednywerheid wat lede van die werkgewers-organisatie en die vakvereniging is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel *ag-en-veertig* van die Wet op Nywerheidsversoening, 1956, mag vasstel, en bly van krag vir 'n tydperk van een jaar, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebrësig word en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en waar daar van dié Wet melding gemaak word, word ook alle wysigings van dié Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Lekkergoednywerheid", sonder om in 'n enkele opsig die gewone betekenis van die woord te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van lekkergoed in bedryfsinrigtings wat fabriek is vir die toepassing van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en omvat dit—

(a) die vervaardiging van enige produk of bestanddeel wat gebruik word vir die vervaardiging van lekkergoed as dit deur die werkgewers en werknemers wat lekkergoed vervaardig, gedoen word; en

(b) alle bedrywighede en werksaamhede, van enigeen van die werkgewers van sulke werknemers, wat gepaard gaan met, of die gevolg is van die vervaardiging van lekkergoed of dié produkte of bestandele;

"Raad" die Nywerheidsraad vir die Lekkergoednywerheid (Johannesburg);

"bedryfsinrigting" enige perseel in of in verband waarmee die Lekkergoednywerheid uitgeoefen word;

"ondervinding" die totale tydperk of tydperke diens wat 'n werknemer voor of na die inwerkingtreedingsdatum van hierdie Ooreenkoms in die Lekkergoednywerheid gehad het;

"fonds" die voorsorgsfonds wat kragtens hierdie Ooreenkoms ingestel word;

"fondswek" 'n week gereken vanaf middernag tussen Vrydag en Saterdag tot middernag die eersvolgende Vrydag op Saterdag;

"lid" of "fondslid" iemand wat as 'n werknemer ingevolge hierdie Ooreenkoms tot die fonds bydra of bygedra het;

"benoemde" iemand deur 'n lid aangewys aan wie alle voordele wat aan sodanige lid by sy dood toeval, betaal moet word;

"aftreecouderdom" die ouderdom van sestig jaar;

"sekretaris" die sekretaris van die Raad en omvat dit enige beampte wat aangestel word om die sekretaris te help.

4. VOORSORGSFONDS.

(1) 'n Voorsorgsfonds moet ingestel word om voordele aan die werknemers in die nywerheid te verskaf.

Die fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie klousule van die Ooreenkoms in die fonds inbetaal word;

(b) rente wat uit die belegging van enige gelde van die fonds verkry word;

(c) enige ander bedrae waarop die fonds geregtig mag word.

(2) Die fonds word beheer deur 'n bestuurskomitee wat van tyd tot tyd uit die verteenwoordigers van die Raad en hul plaasvervangers saamgestel word. Die bestuurskomitee kies 'n voorsitter en ondervoorsitter uit sy lede en skryf sy eie reëls van prosedure voor. Indien die bestuurskomitee om enige rede nie in staat is om sy pligte te verrig nie, moet die Raad daardie pligte verrig en die bevoegdheid daarvan uitoefen.

(3) Die bestuurskomitee het die bevoegdheid om reëls wat die administrasie van die fonds beheer, te maak, te wysig en te verander.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SWEETMAKING
INDUSTRY, JOHANNESBURG.

PROVIDENT FUND.

AGREEMENT

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

Sweet Industries Association (Transvaal)

(hereinafter referred to as "the employers"), of the one part; and the

Sweet Workers' Union

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

being the parties to the Industrial Council for the Sweetmaking Industry, Johannesburg.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Johannesburg by all the employers and employees in the Sweetmaking Industry who are members of the employers' organisation and the trade union.

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 section *forty-eight* of the Industrial Conciliation Act, 1956, and shall remain in force for a period of one year, or for such period as may be determined by him.

3. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to that Act shall include any amendments of the 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;

"Sweetmaking Industry" means without in any way limiting the ordinary meaning of the term, the industry in which employers and employees are associated for the manufacture of sweets in establishments which are factories for the purpose of the Factories, Machinery and Building Work Act, 1941, and includes—

(a) the manufacture of any commodity or ingredient used in the manufacture of sweets if carried on by such employers and employees engaged in the manufacture of sweets; and

(b) all activities and operations incidental to or consequent on the manufacture of sweets or such commodities or ingredients carried on by any of the employers of such employees.

"Council" means the Industrial Council for the Sweetmaking Industry, Johannesburg;

"establishment" means any premises in or in connection with which the Sweetmaking Industry is carried on;

"experience" means the total period or periods of employment whether prior or subsequent to the date on which this Agreement came into force, which an employee has had in the Sweetmaking Industry;

"fund" means the provident fund established under this Agreement;

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

"member" or "member of the fund" means any person who contributes or has contributed to the fund as an employee in terms of this Agreement;

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

"retiral age" means the age of sixty years;

"secretary" means the Secretary of the Council and includes any official appointed to assist the secretary.

4. PROVIDENT FUND.

(1) There shall be established a provident fund, the purpose of which shall be the provision of benefits to employees in the industry.

The fund shall consist of—

(a) contributions paid into the fund in accordance with this clause of the Agreement;

(b) interest derived from the investment of any moneys of the fund;

(c) any other sums to which the fund may become entitled.

(2) The fund shall be under the control of a management committee composing the representatives of the Council from time to time and their alternates. The management committee shall elect a chairman and vice-chairman from amongst its members and shall prescribe its own rules of procedure. Should the management committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

(3) The management committee shall have the power to make, amend and alter rules governing the administration of the fund.

(4) Die bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om gelde wat oorbly nadat aan lopende eise voldoen is, te belê soos in klousule 4 (7) (b) gemeld. Die bestuurskomitee het die bevoegdheid om 'n openbare rekenmeester, 'n aktuaris, 'n sekretaris en personeel volgens die bepalinge en op die voorwaarde wat hy geskik ag, aan te stel en om sulke aanstellings te wysig.

(5) *Bydraes.*—(a) Alle werknemers vir wie lone voorgeskryf word in 'n geldende Ooreenkoms van die Raad, wat ingevolge die Wet bindend is, of, by gebrek aan sodanige Ooreenkoms, in die jongste Ooreenkoms wat op die Nywerheid van toepassing is, en 'n totaal van minstens ses maande ondervinding in die Nywerheid het, word lede van die fonds en dra per week op onderstaande grondslag by:—

Arbeiders.....	c
N.E.V.....	
Ketelbediener.....	} 04
Chauffeur.....	
Kleedkamerbediende.....	
Wag.....	
Drywer van 'n bespanne voertuig—	
Ongekwalifiseer—	
Graad 1.....	} 06
Graad 2.....	
Graad 3.....	} 04
Gekwalifiseer—	
Graad 1.....	
Graad 2.....	} 13
Graad 3.....	
Vragmotorbestuurder.....	06
Groepelier.....	13
Voorman.....	} 17
Pakhuisman.....	
Lekkergoedmaker, gekwalifiseer.....	
Versendingsklerk, man.....	
Ambagsman.....	} 13
Welsynbeampte.....	
Onderhoudsman.....	
Assistent-versendingsklerke.....	
Lekkergoedmakers, ongekwalifiseer.....	
Pakhuisvrou.....	
Voorvrou.....	
Voorvrou, assistent.....	
Voorman, assistent.....	} 13
Pakhuisman, assistent.....	
Versendingsklerk, vrou.....	

(b) Elke werkgewer moet op elke betaaldag 'n bedrag, ooreenkomstig klousule 4 (5) (a), van die loon van elkeen van sy werknemers wat lid van die fonds is, aftrek, en by die totale bedrae aldus afgetrek moet hy 'n gelyke bedrag voeg; hierdie totale bedrag, saam met 'n staat in die vorm van die aanhangsel hierby, moet op of voor die vyftiende dag van die daaropvolgende maand, aan die sekretaris of sodanige ander plek as wat die bestuurskomitee mag vasstel, gestuur word.

Dis is die werkgewers se verantwoordelikheid om te verseker dat bedrae van die lone van alle werknemers wat vir lidmaatskap van die fonds in aanmerking kom, afgetrek word, en die werkgewer moet aan die fonds verantwoording doen van sy eie sowel as vir die werknemers se bydraes.

(c) Bydraes ten opsigte van 'n lid wat 'n loon vir een dag of meer gedurende 'n fondswcek ontvang, is ten opsigte van die hele week betaalbaar.

(d) As 'n lid met volle betaling of minder as volle betaling met verlof is, moet daar met sowel sy eie bydraes as dié van sy werkgewer voortgegaan word.

(e) Wanneer 'n lid korttyd werk, moet daar sowel met sy eie bydrae as dié van sy werkgewer ooreenkomstig paragraaf (a) hiervan voortgegaan word.

(f) As 'n lid gedurende die fondswcek vir meer as een werkgewer in die nywerheid werk, moet die werkgewer by wie hy laaste gedurende sodanige week in diens was, sowel sy eie bydraes as dié deur die lid betaalbaar, ten opsigte van die hele week betaal, en kan hy die bydrae wat deur die lid betaalbaar is, van sy verdienste aftrek soos in klousule 4 (5) (b) bepaal; geen verdere bydrae is dan deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie.

(g) 'n Werkgewer mag nie die hele of 'n deel van sy eie bydrae van die verdienste van sodanige lid aftrek of enige vergoeding ten opsigte van sodanige bydrae van die lid ontvang nie.

(h) As 'n bydrae per abuis in die fonds inbetaal word, is die fonds nie aanspreeklik om dit na 'n tydperk van ses maande na sodanige inbetaling terug te betaal nie.

(i) As 'n voordeel per abuis aan 'n lid betaal word omdat hy bydraes wat nie betaalbaar was nie aan die fonds betaal het, kan die bestuurskomitee die bedrag van die betaalde voordeel soos volg aftrek:—

- Van 'n bedrag van die fonds wat as terugbetaling van bydraes wat nie betaalbaar was nie, geëis is;
- van enige toekomstige voordeel wat deur die fonds aan genoemde lid verskuldig mag word.

(4) The management committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (7) (b). The management committee shall have the power to appoint a public accountant, an actuary, a secretary and staff on such terms and conditions as it thinks fit and to vary such appointments.

(5) *Contributions.*—(a) All employees for whom wages are prescribed in any current agreement of the Council which is binding under the Act, or in the absence of such agreement in the last agreement applicable to the industry and having not less than a total of six month's experience in the industry shall become members of the fund and contribute on the following basis per week:—

Labourers.....	c
N.E.S.....	
Boiler Attendant.....	} 04
Chauffeur.....	
Cloakroom attendant.....	
Watchmen.....	
Drivers, animal-drawn vehicles—	
Unqualified—	
Grade 1.....	} 06
Grade 2.....	
Grade 3.....	} 04
Qualified—	
Grade 1.....	
Grade 2.....	} 13
Grade 3.....	
Lorry Driver.....	06
Group Leader.....	13
Foremen.....	} 17
Storemen.....	
Sweetmakers, qualified.....	
Despatch clerk, male.....	
Artisans.....	} 13
Welfare Officer.....	
Maintenance men.....	
Assistant despatch clerks.....	
Sweetmakers, unqualified.....	
Storewomen.....	
Forewomen.....	
Forewomen, assistant.....	
Foreman, assistant.....	} 13
Storemen, assistant.....	
Despatch clerk, female.....	

(b) Every employer shall on each pay day deduct from the wages of each of his employees who is a member of the fund an amount in accordance with clause 4 (5) (a) and to the aggregate of the amounts so deducted, he shall add an equal amount and forward not later than the fifteenth day of the following month, the total sum to the secretary, or to such other place as the management committee may determine, together with a statement in accordance with the Annexure hereto.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the fund, and the employer shall be responsible for accounting to the fund for both his own and the employees' contributions.

(c) Contributions in respect of a member who receives wages for one day or more during any fund week shall be payable in respect of a whole week.

(d) When a member is on leave on full pay or pay less than full pay, both his own and the employer's contributions shall be continued.

(e) Where a member works short time, both his own and his employer's contributions shall be continued in accordance with paragraph (a) hereof.

(f) Where a member is employed by more than one employer in the industry during a fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week, and may deduct the contribution due by such member from his earnings as provided in clause 4 (5) (b) and no further contributions shall be payable by or in respect of such member in respect of that week.

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

(h) 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.

(i) 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.

(j) 'n Lid wat na die Nywerheid terugkeer nadat hy dit verlaat en die voordeel ooreenkomstig klousule 4 (6) (a) hiervan ontvang het, word by die voorlê van 'n bewys van vorige lidmaatskap onmiddellik weer tot lidmaatskap van die fonds toegelaat, maar word vanaf die datum van hertoelating as 'n nuwe lid geag; met dien verstande dat as hy die volle bedrag wat hy by verlaten van die Nywerheid ontvang het, aan die fonds in kontant terugbetaal, die bestuurskomitee die bevoegdheid het om hom weer op te neem met krediet vir die tydperk van sy vorige lidmaatskap; voorts met dien verstande dat hy nie na 'n afwesigheid van 6 maande uit die Nywerheid op hertoelating met krediet vir sy vorige bydraes geregtig is nie.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word, maar nie die voordeel ooreenkomstig klousule 4 (6) ontvang het nie, doen onmiddellik afstand van enige reg op die voordeel wat hy sou ontvang het as hy nie weer in diens geneem was nie, en kry krediet vir sy vorige tydperk van lidmaatskap.

(6) *Voordele.*—(a) Indien 'n lid die Nywerheid om enige ander rede as dié genoem in paragrawe (b) en (c) hiervan, vir goed verlaat, is hy op onderstaande voordele geregtig:—

- (i) Indien die totale getal van sy bydraes hoogstens 104 is, die totale bedrag wat hy bygedra het;
- (ii) indien die totale getal van sy bydraes meer is as 104 maar hoogstens 156, die totale bedrag wat hy bygedra het, plus 10 persent daarvan;
- (iii) indien die totale getal van sy bydraes meer is as 156 maar hoogstens 208, die totale bedrag wat hy bygedra het, plus 20 persent daarvan;
- (iv) vir elke 52 bydraes daarna 'n addisionele 10 persent tot 'n maksimum van 100 persent;

en die totale bedrag moet drie maande nadat hy die Nywerheid verlaat het, betaal word; met dien verstande dat die bestuurskomitee, as lede dit verkies, gelde wat aan lede verskuldig is oor 'n tydperk van hoogstens ses kalendermaande in paaiemente kan betaal.

(b) Indien 'n lid die Nywerheid op of na die aftreeouderdom verlaat, en met dien verstande dat die totale getal van sy bydraes 520 of meer is, of indien 'n lid verplig is om uit diens te tree as gevolg van ongeskiktheid voordat hy die aftreeouderdom bereik, en die bestuurskomitee oortuig is daarvan dat die ongeskikte lid glad nie in staat is om 'n bestaan in die Nywerheid te maak nie, moet hy aan sodanige lid voordele verleen wat gelyk is aan die volle bedrag van sy eie en van die werkgewer se bydraes.

Indien die totale getal bydraes van 'n lid wat die Nywerheid op of na die aftreeouderdom verlaat, minder as 520 is, is hy slegs op betaling ingevolge paragraaf (a) hiervan geregtig.

(c) As die bestuurskomitee bevredigende bewys van die afsterwe van 'n lid ontvang, betaal die fonds 'n ronde som wat gelyk is aan die totale bedrag van die lid en die werkgewer se bydraes, aan 'n persoon wat die lid voor sy afsterwe benoem het; so nie, in die boedel van die afgestorwe lid. Ingeval die benoemde persoon voor die tyd wanneer die voordeel betaalbaar is, te sterwe kom, word sodanige voordeel in die boedel van die afgestorwe lid inbetaal. As die benoemde 'n minderjarige is, betaal die bestuurskomitee die voordeel aan sodanige minderjarige se wetlike voog.

Na 'n soortgelyke bewys van die dood van 'n werknemer wat sy diens verlaat en voordele uit die fonds ontvang het, betaal die fonds aan 'n benoemde, of in die afgestorwe lid se boedel, soos bepaal in voorafgaande paragraaf, die bedrag, as daar een is, wat die totale bedrag, bereken ooreenkomstig subklousule 4 (6) (a) of (b), meer is as die bedrae wat reeds aan die afgestorwe lid betaal is.

Die bestuurskomitee moet skriftelik van die aanstelling van 'n benoemde, van 'n verandering ten opsigte van sodanige aanstelling en van die adres van die benoemde in kennis gestel word. Indien 'n afgestorwe lid versuim het om ingevolge hierdie subklousule die naam en adres van die persoon wat hy benoem, aan die bestuurskomitee te verstrek, word enige voordeel wat ingevolge hierdie subklousule aan hom verskuldig is, in die boedel van die afgestorwe lid inbetaal.

(d) Indien 'n lid 'n voordeel ontvang het wat hom ingevolge die bepaling van hierdie fonds nie toekom nie, en die saak nie soos in paragraaf (i) van klousule 4 (5) voorgeskryf, behandel word nie, is hy aanspreeklik om die bedrag wat op hierdie manier ontvang is, aan die fonds terug te betaal; met dien verstande dat, indien die bestuurskomitee meen dat dit onbillik sal wees om in 'n besondere geval terugbetaling van die hele bedrag van die voordeel te eis, hy na goeddunke kan eis dat 'n kleiner bedrag terugbetaal word of die lid van terugbetaling van die hele bedrag kan vryskeld.

(e) Behoudens die bepaling van hierdie subklousule, kan geen voordeel of reg tot voordeel oorgemaak, oorgedra of op enige ander wyse gesedeer, verpand of verbind word nie; ook is geen bydrae wat deur of namens 'n lid gemaak word, onderworpe aan beslaglegging of aan enige vorm van eksekusie kragtens 'n vonnis of 'n bevel van 'n geregtshof nie, en as 'n lid 'n poging aanwend om 'n voordeel of reg tot voordeel oor te maak, oor te dra, of op 'n ander wyse te sedgeer, te verpand of te verbind, kan die betaling van die voordeel weerhou of tydelik of geheel en al gestaak word, indien die bestuurskomitee aldus besluit.

(f) Niks in hierdie Ooreenkoms raak op enige wyse die reg van 'n lid of sy afhanklikes om skadevergoeding te eis vir werkmanne wat weens 'n ongeval wat voortspruit uit, of wat plaasvind gedurende hul diens, beseer of gedood word nie, en die bedrag ooreenkomstig hierdie subartikel betaalbaar, mag nie weens 'n betaling wat kragtens sodanige wet gedoen mag word, verminder word nie.

(j) Any member who re-enters the Industry after having left and received benefit in terms of clause 4 (6) (a) hereof shall on production of evidence of previous membership of the fund forthwith be readmitted to membership but shall be regarded as a new member as from the date of readmission; provided that if he repays to the fund in cash the full amount which he received on leaving the Industry, the management committee shall have power to reinstate him with credit for his previous period of membership; provided further that he shall not be entitled to readmission with credit for his previous contributions after an absence of 6 months from the Industry.

(k) A member who becomes re-engaged in the Industry without having received payment of benefit in terms of clause 4 (6) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit from his previous period of membership.

6. *Benefits.*—(a) If a member leaves the Industry permanently for any reason other than indicated under paragraphs (b) and (c) hereof, he shall be entitled to the following benefits:—

- (i) If the total number of his contributions does not exceed 104, the total amount contributed by him;
- (ii) if the total number of his contributions exceeds 104 but does not exceed 156, the total amount contributed by him plus 10 per cent thereof;
- (iii) if the total number of his contributions exceeds 156 but does not exceed 208, the total amount contributed by him plus 20 per cent thereof;
- (iv) for each succeeding 52 contributions an additional 10 per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the management committee may pay moneys due to members in instalments over a period not exceeding six calendar months should members so desire.

(b) If a member leaves the Industry on or after reaching retiral age and provided the total number of his contributions is 520 or more, or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age, and the management committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry, it shall grant such member benefits equal to the full amount of his own and the employer's contributions.

Should the total number of contributions of a member leaving the Industry on or after reaching retiral age be less than 520 then he shall only be entitled to payment in terms of paragraph (a) hereof.

(c) On proof, satisfactory to the management committee, of the death of a member, the fund shall pay a lump sum equal to the aggregate amount of his own and the employer's contributions to a nominee appointed by the member before his death, or into the estate of the deceased member. In the event of the appointed nominee being dead at the time when payment of benefit is due, such benefit shall be paid into the estate of the deceased member. If the nominee is a minor, the management committee shall pay the benefit to such minor's legal guardian.

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the fund, the fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any, by which the aggregate amount calculated in terms of sub-clause 4 (6) (a) or (b) exceeds the total payments which have been made to the retired member.

The management committee shall be advised in writing of the appointment of a nominee or of any change in regard to such appointment and of the address of such nominee. If a deceased member shall have failed to advise the management committee in writing of the name and address of his nominee in terms of this sub-clause any benefit due in terms of this sub-clause shall be paid into the estate of such deceased member.

(d) If a member has received benefit to which he is not entitled under the provisions of this fund and the matter is not dealt with in the manner set out in paragraph (i) of clause 4 (5), he shall be liable to repay to the fund the amount of the benefit so received; provided that if the management committee deems it inequitable in any particular case to demand repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(e) Save as is provided in this sub-clause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any form of execution under a judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the management committee so determine.

(f) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this sub-section shall not be reduced by reason of any payment that may be made under any such law.

(g) By toelating tot die fonds moet die lid 'n geboortsertifikaat of 'n ander bewys van ouderdom, wat die bestuurskomitee as bevredigend ag, indien.

Indien enige verskuldigde en betaalbare voordeel, uitgesonderd dié aan 'n benoemde aangestel ingevolge die bepalings van subklousule 6 (c) van hierdie klousule, nie binne 2 jaar na die vervaldatum daarvan geëis word nie, moet die bestuurskomitee binne 3 maande na afloop van genoemde tydperk van 2 jaar, in twee uitgawes van 'n plaaslike Engelse en 'n plaaslike Afrikaanse dagblad, met tussenpose van drie agtereenvolgende weke, 'n kennisgewing laat publiseer waarin vermeld word dat 'n lys van alle persone wat nie hulle voordeel binne die tydperk van 2 jaar hierbo genoem, geëis het nie, by die kantore van die Raad en van die vakvereniging wat 'n party by die Ooreenkoms is, ter insae lê, en waarin alle belanghebbende persone versoek word om eise om sodanige voordeel binne 'n tydperk van 3 maande vanaf die datum van die laaste plasing van die kennisgewing in te dien, en om volle besonderhede van die gronde waarop sodanige eise ingestel word, te verstrek.

Die bestuurskomitee moet op die volgende vergadering na die laaste datum waarop eise ingedien mag word, sodanige eise oorweeg, en aan enige persoon of persone wat eise ingedien het op die wyse hierin voorgeskrywe, die bedrag (maar hoogstens die volle voordeel wat aan die lid verskuldig is) wat hy dienstig ag, min die advertensiekoste, betaal; Indien geen eis deur of namens die persoon wie se naam op die lys voorkom, ingestel word nie, word enige voordeel wat aan hom verskuldig is, aan die fonds verbeur; met dien verstande egter dat die bestuurskomitee 'n eis wat 'n werknemer na die verstryking van die gemelde tydperk mag instel, moet oorweeg en na goedvinde 'n *ex gratia*-bedrag uit die fondse van die Voorsorgsfonds aan sodanige werknemer mag betaal. Die Sekretaris moet aan genoemde vakvereniging die lys wat hierin genoem word, stuur, en die naam en die laaste bekende werkplek van die lid en die verskuldigde voordeel moet in die lys gemeld word.

(7) *Finansies.*—(a) Die gelde wat aan die fonds toeval, moet op lopende of depositorekening by 'n bank of banke of 'n bouvereniging of bouverenigings inbetaal word, en alle tjeks moet deur dié persone wat die bestuurskomitee mag aanstel, geteken word.

(b) Alle geld wat nie gebruik word om lopende betalings te dek nie, moet belê word in:—

- (i) Staatseffekte van die Republiek van Suid-Afrika of effekte van 'n plaaslike bestuur;
- (ii) Nasionale Spaarsertifikate;
- (iii) Posspaarspaarbankrekenings of -sertifikate;
- (iv) Spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op enige ander wyse wat die Nywerheidsregistrator goedgekeur, na goedvinde van die bestuurskomitee wat dié sekuriteite soos hulle van tyd tot tyd mag vasstel, mag verander.

(8) 'n Aktuaris moet op dié tyt wat die bestuurskomitee na goedvinde mag vereis, 'n ondersoek instel na die fonds en 'n waardering van die fonds se laaste opstel en verslag aan die bestuurskomitee daarvoor doen en aanbevelings doen vir die verklaring van 'n bonus of die skepping van 'n reserwe vir addisionele voordele.

(9) Indien die bestuurskomitee dié goedvind mag hy 'n bonus verklaar, gegrond op die aanbeveling van die aktuaris, en 'n bonus wat aldus verklaar word, word aan die bydraers se rekenings gekrediteer en is terselfdertyd as en benewens die voordele voorgeskryf in klousule 4 (6) van hierdie Ooreenkoms aan sodanige lede betaalbaar, of, as hy dié dienstig ag, 'n geldelike reserwe skep vir die betaling van addisionele voordele aan lede wat ooreenkomstig klousule 4 (6) (b) verplig is om uit die Nywerheid te tree. Sulke addisionele voordele moet gegrond word op 'n formule wat deur die Raad goedgekeur word en in verhouding tot die dienstydperk van sodanige lid in die Nywerheid staan.

(10) (a) Die sekretaris van die bestuurskomitee moet so gou moontlik na 31 Desember van elke jaar state op 'n geskikte wyse opstel wat die stand van die fonds op daardie datum aantoon. Die staat moet deur 'n openbare rekenmeester, wat die bestuurskomitee moet aanstel, geouditeer en aan die Raad voorgelê word.

(b) Die geouditeerde, gekonsolideerde state en die openbare rekenmeester se verslag hieroor moet by die hoofkantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrator gestuur word.

(c) Alle onkoste wat by die administrasie van die fonds aangegaan word, word teen die fonds gedebiteer.

(d) Die bestuurskomitee moet so gou as moontlik na 31 Desember van elke jaar 'n sertifikaat aan elke lid laat uitreik wat die totale bedrag wat hy tot op daardie datum bygedra het, aantoon. Enige lid wat die korrektheid daarvan wil betwis, moet dit binne 60 dae na die datum op die sertifikaat doen; daarna is die bestuurskomitee nie verplig om dit te oorweeg nie.

(11) *Likwidasie.*—Wanneer hierdie Ooreenkoms of enige verlenging daarvan verval, moet die bestuurskomitee voortgaan om die fonds te beheer, en ingeval daar nie binne 'n tydperk van ses maande met ingang van die vervaldatum van hierdie Ooreenkoms of enige verlenging daarvan, 'n volgende Ooreenkoms gesluit word nie, moet die fonds gelikwideer word asof alle lede die Nywerheid verlaat het.

(g) On admission to the fund a member shall submit a birth certificate or such other proof of age as is satisfactory to the management committee.

If any benefit due and payable, other than to a nominee appointed in terms of sub-clause (6) (c) of this clause, is not claimed within 2 years from the due date thereof, the management committee shall within three months of the expiration of the said period of 2 years, cause to be published in two issues of a local English language and a local Afrikaans language daily newspaper, at intervals of three consecutive weeks, a notice stating that a list of all persons who have not claimed their benefits within the period of 2 years stated above, is available for inspection at the offices of the Council, and of the trade union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement, and to furnish full details of the grounds on which such claims are made.

The management committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and 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 members, 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 benefit due to him shall be forfeited to the fund; provided, however, that the management committee shall consider any claim that may be made by any such employee after the expiration of the said period and may in its discretion make an *ex gratia* payment from the funds of the Provident Fund to such employee. 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.

(7) *Finance.*—(a) The moneys accruing to the Fund shall be paid into a bank or banks or building society or societies or current or deposit account, and all cheques shall be signed by such persons as the management committee may appoint.

(b) Any moneys not required to meet current payments shall be invested in:—

- (i) Stock of the Government of the Republic of South Africa or local Government Stock;
- (ii) National Savings 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, at the discretion of the management committee, which may vary such securities as it may from time to time determine.

(8) An actuary shall at such times as the management committee in its discretion may require, conduct investigations into the Fund, and a valuation of the liabilities of the Fund, and shall make a report thereon to the Management Committee and shall make a recommendation for the declaration of a bonus or creation of a reserve for additional benefits.

(9) The management committee shall, if it deems fit, declare a bonus based on the recommendations of the actuary, and any bonus so declared 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 4 (6) of this Agreement, or shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 4 (6) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry, of such member.

(10) (a) The secretary of the management committee shall, as soon as possible after the 31st December each year prepare statements in a suitable manner showing the position of the Fund as at that date. The statements shall be audited by a public accountant appointed by the management committee and shall be submitted to the Council.

(b) The audited consolidated statements and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Industrial Registrar within three months after the close of the period covered thereby.

(c) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

(d) The management committee shall cause to be issued as soon as possible after the 31st of December, each year a certificate to each member reflecting the aggregate amount contributed by him up to that date. Any member wishing to dispute the correctness thereof shall do so within 60 days of the date of the Certificate after which the management committee shall not be obliged to consider it.

(11) *Liquidation.*—Upon the expiry of this Agreement or any extension thereof, the Fund shall continue to be administered by the management committee, and in the event of a subsequent Agreement not being negotiated within a period of six months from the date of expiry of this Agreement or any extension thereof, the Fund shall be liquidated as though all members had left the Industry.

(13) Ingeval die Raad ontbind word of ophou om te funksioneer op enige tydstop voor die verstryking van die tydperk van ses maande wat in klousule 4 (11) van hierdie Ooreenkoms genoem word, moet die bestuurskomitee of ander persone wat die Registrateur ooreenkomstig artikel vier-en-dertig (2) van die Wet aanwys, voortgaan om die Ooreenkoms te beheer totdat bogenoemde tydperk verstryk het, en die lede van die komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir hierdie doel as lede daarvan geag: Met dien verstande egter dat enige vakature wat in die komitee voorkom, deur die Registrateur gevul kan word uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, ten einde 'n gelyke getal verteenwoordigers van werkgewers en werknemers en/of plaasvervangers in die ledetal van die komitee te verseker. Ingeval die komitee onwillig is of nie in staat is om sy pligte na te kom nie of 'n dooie punt daarin ontstaan wat die beheer van die fonds na die Registrateur se mening ondoenlik of onwenslik maak, mag hy 'n kurator of kurators benoem om die pligte van die komitee uit te voer, wat vir hierdie doel al die bevoegdhede van die komitee moet besit. Na die verstryking van 'n tydperk van ses maande, met ingang van die datum waarop hierdie Ooreenkoms of enige verlenging daarvan verval, moet die fonds op die wyse wat in klousule 4 (12) gemeld word, gelikwdeer word, en as die Raad se sake op die datum van likwidasiereeds gelikwdeer en sy bates verdeel is, moet die bedrag wat in die fonds oorbly, verdeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

Die Raad moet een of meer persone as agente benoem om behulpzaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om dié persone toe te laat om sy bedryfsinrigting binne te gaan en om dié navrae te doen en dié dokumente, boeke, betaalstate, loonkoerte en loonkaarte te ondersoek en dié persone te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

Die lede van die bestuurskomitee en hul plaasvervaarders kan nie aanspreeklik gehou word nie vir enige verlies wat die fonds ly weens enige onbehoorlike belegging te goeder trou gedoen, of weens enige optrede in hul *bona-fide*-administrasie van die fonds, of weens die nalatigheid of bedrog van enige agent of werknemer wat in diens mag wees, al was die diens van sodanige agent of werknemer streng gesproke nie nodig nie, of weens enige handeling of versuim wat te goeder trou deur sodanige lede of plaasvervaarders gedoen is, of weens enige ander saak of ding, uitgesonderd 'n individuele moedswillige en onregmatige daad aan die kant van sodanige lede of plaasvervaarders wat verantwoordelik gehou word. Enige sodanige lid of plaasvervanger moet deur die fonds vergoed word vir enige aanspreeklikheid deur hom aangegaan by die verdediging van enige geding, hetsy siviël of krimineel, wat nie voortspuit uit 'n bewering van kwade trou nie, waarin uitspraak in sy guns gegee word of waarvan hy vrygespreek word.

E. MIZROCH, *Voorsitter.*
H. CORNELIUS, *Ondervoorsitter.*
W. B. FLOWERS, *Sekretaris.*

(13) In the event of the Council being dissolved or ceasing to function at any time prior to the expiration of the period of six months referred to in clause 4 (11) of this Agreement the management committee or such other persons as the Registrar may designate in terms of section *thirty-four* (2) of the Act shall continue to administer the Agreement until the expiration of the aforementioned period, and the members of the committee existing at the date in which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided however, that any vacancy occurring on the committee may be filled by the Registrar from employers or employees in the Industry as the case may be so as to ensure an equality of employer and employee representatives and/or alternates in the membership of the committee. In the event of such committee being unwilling or unable to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose. Upon the expiration of a period of six months from the date of expiration of this Agreement or any extension thereof the Fund shall be liquidated in the manner set forth in clause 4 (12) and if at the date of liquidation the affairs of the Council have already been wound up and its assets distributed the amount of the funds remaining shall be distributed in terms of section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

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

The members of the management committee and their alternates 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 by reason of any other matter or thing save individual wilful and fraudulent wrongdoing on the part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising not of an allegation involving bad faith in which judgment is given in his favour or on which he is acquitted.

E. MIZROCH, *Chairman.*
H. CORNELIUS, *Vice-Chairman.*
W. B. FLOWERS, *Secretary.*

VOORSORGSFONDS VAN DIE LEKKERGOEDNYWERHEID, JOHANNESBURG.

Werkgewer.....		Maand.....		19.....					
Fonds- nummer.	Bydraer se familienaam.	Voorletters of Bantoenaam.	Belasting- nummer (B).	Getal weke.	BEDRAG BETAAL.				
					Groep 1.	Groep 2.	Groep 3.	Groep 4.	Groep 5.
					R	R	R	R	R
SUBTOTALE.....									
					R c				
TOTAAL, GROEP 1-5.....					:				
WERKGEWER SE BYDRAE.....					:				
TOTALE BETALING.....					:				

SWEETMAKING INDUSTRY (JOHANNESBURG) PROVIDENT FUND.

Month.

19

Fund No.	Surname of Contributor.	Initials or Native Name.	Tax No. (N).	Number of Weeks.	AMOUNT PAID.				
					Group 1.	Group 2.	Group 3.	Group 4.	Group 5.
					R	R	R	R	R
SUB-TOTALS.....									
					R c				
TOTAL GROUPS 1-5.....									
EMPLOYER'S CONTRIBUTION..									
TOTAL PAYMENT.....									

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