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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1153 4 Julie 1969

WET OP NYWERHEIDSVERSOENING, 1956

SEILDOEK- EN TOUWERKNYWERHEID (KAAP) VOORSORGFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Seildoek- en Touwerknywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie 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 vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie 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 munisipale gebied van Kaapstad; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a) en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebied van Kaapstad *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A—42117

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1153 4 July 1969

INDUSTRIAL CONCILIATION ACT, 1956

CANVAS AND ROPEWORKING INDUSTRY (CAPE) PROVIDENT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Canvas and Ropeworking 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 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 section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, 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 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 Municipal Area of Cape Town; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Municipal Area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a) and 2, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—2469

BYLAE

DIE NYWERHEIDSRaad VIR DIE SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

OOREENKOMS

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

Cape Canvas and Ropeworking Association

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

South African Canvas and Rope Workers' Union (Cape)

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

wat die partye is by die Nywerheidsraad vir die Seildoek- en Touwerknwyerheid (Kaap).

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied van Kaapstad nagekom word deur alle werkgewers wat betrokke is in die Seil- en Touwerknwyerheid en wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms nie van toepassing ten opsigte van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree 'n deelnemer in en 'n lid van 'n ander fonds is of daarna word nie, welke fonds op genoemde datum pensioen- of voorsorgvoordele verleen het, en wat op genoemde datum bestaan het en waarin die werkgever van dié werknemer op genoemde datum 'n deelnemer was, of ten opsigte van die werkgever van dié werknemer slegs gedurende die tydperk wat sodanige ander fonds in werking bly en sowel die werkgever as die werknemer daarin deelneem, indien, na die mening van die Raad, die voordele van sodanige ander fonds oor die algemeen nie minder gunstig is as die voordele waarvoor in hierdie Ooreenkoms voorsiening gemaak word nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking van dié datum af wat deur die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasgestel mag word en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat deur hom bepaal mag word.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in dié Wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens en woorde wat die enkelvoud aandui ook die meervoud en omgekeerd, tensy dit onbestaanbaar met die samehang is, en beteken—

"Wet" die Wet op Nywerheidsversoening (No. 28 van 1956), soos gewysig;

"Raad" die Nywerheidsraad vir die Seildoek- en Touwerknwyerheid (Kaap);

"afhanklike", ten opsigte van 'n lid, 'n persoon wat geheel of hoofsaaklik afhanklik is van sodanige lid en wat die Raad tevrede gestel het dat hy aldus afhanklik is: Met dien verstande dat die Raad se beslissing aangaande wie die afhanklikes van 'n afgestorwe lid is, finaal is;

"vasgestelde datum" die datum waarop hierdie Ooreenkoms in werking tree;

"fonds" The Cape Canvas and Ropeworking Industry Provident Fund wat by en ingevolge hierdie Ooreenkoms ingestel word;

"lid" of "lid van die fonds" of "bydraer" 'n werknemer wat ingevolge klousule 7 'n lid is van en verplig is om tot die fonds by te dra;

"aftreeouderdom" die ouderdom van 60 in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;

"Sekretaris" die Sekretaris van die Raad;

"Seildoek- en Touwerknwyerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van goedere (uitgesonderd klerasie, skoel, klapperhaarmatrasse en jutesakke) uit die volgende materiale:—

Katoen, vlas, jute, waterdigte seilsoorte, kamerdoeksoorte (waterdig al dan nie), katoenseildoek (alle gewigte, waterdig al dan nie), katoenseilsoorte, vlas- en vlas/jute-watersakseil, ballonstof, seilstof (katoen- en sintetiese), Hollandse blinderstof,

SCHEDULE

THE INDUSTRIAL COUNCIL FOR THE CANVAS AND ROPEWORKING INDUSTRY (CAPE)

AGREEMENT

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

Cape Canvas and Ropeworking Association

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

South African Canvas and Rope Workers' Union (Cape)

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

being parties to the Industrial Council for the Canvas and Ropeworking Industry (Cape).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Municipal area of Cape Town by all employers engaged in the Canvas and Ropeworking Industry who are members of the employers' organisation and by all employees employed in that Industry who are members of the trade union; and

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall not apply in respect of any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and a member of any other fund which on the said date provided 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 the 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 for in this Agreement."

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation as and from such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, 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 Act shall have the same meanings as in that Act and, unless the contrary intention appears, words importing the masculine gender shall include females; and words importing the singular number shall include the plural and vice versa; unless inconsistent with the context—

"Act" means the Industrial Conciliation Act (No. 28 of 1956), as amended;

"Council" means the Industrial Council for the Canvas and Ropeworking Industry (Cape);

"fixed date" means the date on which this Agreement comes into operation;

"fund" means the Cape Canvas and Ropeworking Industry Provident Fund established by and under this Agreement;

"Dependant" means in relation to a member any person wholly or mainly dependant upon such member and who satisfies the Council that he is so dependant, provided that the Council's decision as to who the dependants of a deceased member are, shall be final.

"member" or "member of the fund" or "contributor" means an employee who in terms of clause 7 is a member of, and liable to contribute to the Fund;

"retiring age" means the age of 60 in the case of male contributors and 55 in the case of female contributors;

"Secretary" means the Secretary to the Council;

"Canvas and Ropeworking Industry" means the Industry in which employers and employees are associated for the manufacture of goods (other than clothing, footwear, mattresses of coir and bags of jute) from the following materials:—

Cotton, flax, jute, waterpoofed canvasses, cambrics (proofed and unproofed), cotton duck (all weights, proofed and unproofed), cotton canvasses, flax and flax/jute waterbag canvas, balloon cloth, sail cloth (cotton and synthetic), Holland blind

popelienmateriale, kaliko (gebleik, ongebleik en gekleurd), dril, keperstof, poleerlinne, P.V.C.-plastiek en alle sintetiese waterdigte materiale, katoen- en sintetiese basis geïmpregneer met rubber of sintetiese materiale, sintetiese materiale met inbegrip van terylene, nylon, perlon, orlon en dacron, goïing, sakgoed, katoen- en sintetiese filterstowwe, filterflanelle, wasbehandelde weerbestande materiale, vlagstof (wol, nylon en mengsels), katoensonskermseilsoorte, veselglas, swanedonsstowwe, klapperhaar- en sisalmatstowwe, rubberbedekking, katoen- en sintetiese stoelseilsoorte.

Met dien verstande dat 'n bostaande woordskrywing nie uitgelê moet word om die volgende in te sluit nie:—

(i) Enigene van die groep materiale wat uit 'n organiese stof met 'n groot molekulêre gewig bestaan of wat dit as 'n essensiële bestanddeel bevat en wat, alhoewel dit in die afgewerkte toestand solied is, in een of ander stadium gedurende sy vervaardiging geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer, uitgepers of gevorm in verskillende fatsoene deur vloeiing, gewoonlik deur die aanwending alleen of tesame van hitte en/of druk;

(ii) die vervaardiging uit enige natuurlike of sintetiese materiaal, of stowwe hoegenaamd, van—

(a) sakke, reisbenodigdhede, damesakke, inkoopsakke, dames- en/of kinderhandsakke, breisakke, Naturelletasse van die tipe wat algemeen bekend staan as "Xhosa sakke", notebeursies, beursies, reistasse, koffers en alle ander houers (uitgesonderd die volgende wat van seil gemaak is: rugsakke, seemansakke, hawersakke, monsternemingsakke en plofstofsakke) wat ontwerp is om persoonlike eiendom, sportuitrusting, gereedskap, dokumente of geld en alle ander dergelike artikels te bevat, ongeag hulle beskrywing maar wat ontwerp is as substitute vir enigeen van voornoemde artikels;

(b) tuie, tooms, saaltuig, saalsakke, kamaste, polsbande, kruisbande, gordels, kouspouers, kousbande en alle ander dergelike artikels, ongeag hulle beskrywing maar wat ontwerp is as substitute vir enigeen van voornoemde artikels.

4. VOORSORGFONDS

(i) Hierby word 'n voorsorgfonds wat bekend staan as die Cape Canvas and Ropeworking Industry Provident Fund ingestel, en die doel daarvan is die voorsiening van voordele aan werknemers in die Nywerheid soos bepaal in klousule 10.

(ii) Die Fonds bestaan uit—

(a) bydraes wat in die Fonds gestort word in ooreenstemming met die bepalinge van hierdie Ooreenkoms;

(b) rente ontvang uit die belegging van gelde van die Fonds; en

(c) enige ander geld waarop die Fonds geregtig mag word.

5. ADMINISTRASIE VAN FONDS

(i) Die administrasie van die Fonds berus by die Raad.

(ii) Die uitgawes verbonde aan die administrasie van die Fonds is 'n las teen die Fonds.

(iii) Die Raad beskik oor die bevoegdhede om—

(a) alle betalings en uitgawes ten behoeve van die Fonds te magtig;

(b) die plaaslike komitees wat nodig mag wees om die Fonds te administreer, aan te stel, hulle pligte te omskryf en toesig oor hulle werksaamhede te hou;

(c) behoudens die bepalinge van hierdie Ooreenkoms, reëls aan te neem aangaande aansoeke om voordele en die betaling daarvan;

(d) te besluit oor die belegging van die gelde van die Fonds in ooreenstemming met die bepalinge van klousule 6;

(e) al dié ander pligte uit te voer wat die Raad nodig of wenslik mag ag vir die behoorlike administrasie van die Fonds.

(iv) Drie kopieë van alle reëls van die Fonds wat deur die Raad aangeneem is en alle wysigings daaraan moet by die Sekretaris ingedien word en hy moet een kopie aan die Sekretaris van Arbeid stuur.

6. FINANSIES

(1) Alle gelde wat deur die Fonds ontvang word, moet gedeponeer word in 'n bankrekening wat in die naam van die Fonds geopen word. 'n Amptelike kwitansie moet uitgereik

materials, poplin fabrics, calico (bleached, unbleached and dyed), drill, twill, polished linen, P.V.C. plastic and all synthetic waterproof materials, cotton and synthetic base impregnated with rubber or synthetic materials, synthetic materials including terylene, nylon, perlon, orlon and dacron, hessian, burlap, cotton and synthetic filter cloths, filter flannels, waxed weatherproof fabrics, bunting (wool, nylon and mixtures), cotton awning canvases, fibre-glass, Swansdown materials, coir and sisal matting, rubber sheeting, cotton and synthetic chair canvases.

Provided that the above definition shall not be construed to include—

(i) any of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular weight and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application singly or together of heat and/or pressure;

(ii) the manufacture from any natural or synthetic materials, or substances whatsoever, of—

(a) bags, travelling requisites, ladies' bags, shopping bags, ladies' and/or childrens' handbags, knitting bags, Native bags of the type commonly known as "Xhosa bags", wallets, purses, suitcases, trunks and all other containers (other than canvas rucksacks, canvas kit-bag, canvas haversacks, canvas sampling bags, and canvas explosives bag) designed to hold personal effects, sporting kit, tools, documents or money, and all other like articles, irrespective of their description but which are designed as substitutes for any of the aforementioned;

(b) harnesses, bridles, saddlery, saddlebags, leggings, wrist straps, braces, belts, suspenders, garters and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned.

4. PROVIDENT FUND

(i) There is hereby established a Provident Fund known as the Cape Canvas and Ropeworking Industry Provident Fund, the purpose of which shall be the provision of benefits to employees in the Industry as provided in clause 10.

(ii) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

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

(c) any other moneys to which the Fund may become entitled.

5. ADMINISTRATION OF FUND

(i) The administration of the Fund shall be vested in the Council.

(ii) The expenses of administering the Fund shall be a charge upon the Fund.

(iii) The Council shall have the power to—

(a) sanction all payments and expenditure on behalf of the Fund;

(b) appoint such local committees as may be necessary for the administration of the Fund, define their duties and supervise their operations;

(c) subject to the provisions of this Agreement, adopt rules for the application for benefits and the payment thereof;

(d) decide upon the investment of the moneys of the Fund in accordance with the provisions of clause 6;

(e) perform all such other duties as the Council may deem necessary or desirable for the proper administration of the Fund.

(iv) Three copies of any rules of the Fund adopted by the Council and any amendments thereto shall be lodged with the Secretary who shall transmit one copy to the Secretary for Labour.

6. 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

word vir alle gelde wat in die Fonds ontvang word en onttrekkings uit die Fonds moet gedoen word deur middel van 'n tjek wat geteken is deur die persone—wat nie minder as twee mag wees nie—wat van tyd tot tyd deur die Raad gemagtig mag wees om te teken.

(2) (a) Gelde van die Fonds wat meer is as wat nodig is vir sy uitgawes, moet slegs belê word in—

- (i) effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike owerhede;
- (ii) Nasionale Spaarsertifikate;
- (iii) Posspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke of op enige ander wyse wat deur die Registrateur goedgekeur is.

(b) Behoudens die bepalinge van paragraaf (a), mag die Raad dié beleggings wat hy van tyd tot tyd mag besluit, opvorder of wysig.

(3) Die Sekretaris moet toesien dat volledige en ware rekeninge van die Fonds gehou word en dat 'n halfjaarlikse rekening vir die tydperke wat eindig op 30 Junie en 31 Desember van alle inkomste en uitgawe van die Fonds en 'n staat wat sy bates en laste aantoon, opgestel word. Die Raad moet 'n openbare rekenmeester aanstel om dié rekeninge en state te ouditeer, en dit moet deur hom gesertifiseer word en deur die Voorsitter van die Raad medeonderteken word. 'n Kopie van dié state, behoorlik medeonderteken en gesertifiseer, moet binne drie maande na die einde van die tydperk waarop dit betrekking het, saam met enige ouditeursverslag daaroor, deur die Sekretaris aan die Sekretaris van Arbeid gestuur word. 'n Kopie daarvan moet beskikbaar gestel word ter insae van lede van die Fonds.

(4) 'n Openbare rekenmeester of aktuaris moet op dié tye wat die Raad mag besluit, ondersoek instel na die Fonds en 'n waardering van sy bates en laste maak en daarvoor aan die Raad rapporteer, tesame met 'n aanbeveling of voorsiening gemaak kan word vir die betaling van bykomende voordele aan lede.

7. LEDE EN BYDRAERS

(i) Elke werknemer op wie hierdie Ooreenkoms van toepassing is en wat op die vasgestelde datum in diens is van 'n werkgever, is 'n lid van die Fonds en is verplig om tot die Fonds by te dra.

(ii) By 'n werknemer se herindiensneming in die Nywerheid, moet sodanige werknemer as 'n lid van die Fonds toegelaat word met ingang van die datum van indiënsneming en met ingang van dié datum word sodanige werknemer geag 'n lid van die Fonds te wees en is hy verplig om by te dra.

(iii) Ondanks andersluidende bepalinge in hierdie klousule, geen werknemer word vir die eerste maal tot die Nywerheid toetree na die leeftyd van vyftig (50) in die geval van vrouens en vyf-en-vyftig (55) in die geval van mans, as 'n lid van die Fonds toegelaat nie.

(iv) Wanneer die diens van 'n lid beëindig word en hy weer in die Nywerheid in diens geneem word voordat 'n voordeel hoegenaamd ingevolge hierdie Ooreenkoms aan hom betaal is, word 'n aansoek om voordele deur sodanige lid geag gekanselleer te wees en word hy geag 'n lid te geword het en is hy verplig om tot die Fonds by te dra met ingang van sodanige datum van herindiënsneming.

8. REGISTER VAN LEDE EN BYDRAES

(i) Elke werkgever op wie hierdie Ooreenkoms op die vasgestelde datum van toepassing was en elke werkgever op wie hierdie Ooreenkoms op 'n latere datum van toepassing word, moet, binne 14 dae van die vasgestelde datum of sodanige later datum, na gelang van die geval, aan die Sekretaris 'n staat stuur van alle werknemers in sy diens op dié datum.

Sodanige staat moet ten opsigte van sodanige werknemers die volgende toon—

- (a) sy volle naam;
- (b) sy ouderdom, ras en geslag;
- (c) sy adres; en
- (d) die datum sedert wanneer hy in die onafgebroke diens van die werkgever is.

(ii) Elke werkgever moet maandeliks, nie later nie as die 14de van die volgende maand, 'n staat in die vorm van Bylae A van hierdie Ooreenkoms aan die Sekretaris stuur.

Fund and withdrawals therefrom shall be by cheque signed by such persons not being less than two, as may from time to time be authorised to sign by the Council.

(2) (a) Moneys of 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 or local Government stocks;
- (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 Registrar.

(b) The Council may call in or vary such investments as it may from time to time determine, subject to the provisions of paragraph (a).

(3) The Secretary 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 30 June and 31 December of all revenue and expenditure of the Fund and a statement showing its assets and liabilities. The Council shall appoint a public accountant to audit such accounts and statements which shall be certified by him and be counter-signed by the Chairman of the Council. A copy of such statements, duly counter-signed and certified, shall, within three months of the close of the period to which it relates, be transmitted to the Secretary for Labour by the Secretary together with any report thereon made by the auditor. A copy thereof shall be made available for inspection by members of the Fund.

(4) A public accountant or actuary, shall at such times as the Council may decide, conduct an investigation into the Fund and make a valuation of its assets and liabilities and shall report thereon to the Council together with a recommendation as to whether provision could be made for the payment of additional benefits to members.

7. MEMBERS AND CONTRIBUTORS

(i) Every employee to whom this Agreement applies, who is in the employ of an employer on the fixed date shall be a member of the Fund and be liable to contribute to the Fund.

(ii) When an employee is re-employed in the Industry, such employee shall be admitted to membership of the Fund as from the date of engagement and as from that date such employee shall be deemed to be a member of the Fund and be liable to contribute.

(iii) Notwithstanding anything to the contrary in this clause no employee who enters the Industry for the first time after the age of fifty (50) in the case of females and fifty-five (55) in the case of males, shall be admitted to membership of the Fund.

(iv) Whenever the employment of a member is terminated and he is re-employed in the Industry before he has been paid any benefit in terms of the Agreement, any application for benefit by such member shall be deemed to be cancelled and he shall be deemed to have resumed membership and to be liable to contribute to the Fund as from the date he is so re-employed.

8. RECORD OF MEMBERS AND CONTRIBUTIONS

(i) Every employer to whom this Agreement applied on the fixed date and every employer to whom this Agreement becomes applicable at some later date, shall, within 14 days of the fixed date or such later date, as the case may be, forward to the Secretary a statement of all employees in his employ on that date.

Such statement shall set out in respect of such employees—

- (a) his full name;
- (b) his age, race and sex;
- (c) his address; and
- (d) the date from which he had been in the continuous employ of the employer.

(ii) Every employer shall monthly not later than the 14th of the succeeding month forward to the Secretary a statement in the form of Annexure A to this Agreement,

(iii) Die Sekretaris moet 'n registerkaart ten opsigte van elke werknemer byhou en daarop moet die volgende aangeteken word: Die tydperk of tydperke van diens, bydraes ontvang en die bydraegroep.

(iv) By die toepassing van hierdie klousule, word 'n werknemer geag in onafgebroke diens te wees of te gewees het gedurende enige jaarlikse vakansie, ongeag die feit dat hy, as gevolg van die tydperk van sy diens, nie geregtig is of was om sy volle besoldiging te ontvang vir die hele tydperk van sodanige vakansie nie, en gedurende enige tydperk wat hy met onbetaalde verlof is.

9. BYDRAES

(i) *Lid se bydraes.*—Vir die doel van die Fonds, moet elke werkgewer elke week die volgende bedrae aftrek van die loon betaal aan elke lid van die Fonds wat by hom in diens is, as sodanige lid se bydrae tot die Fonds: Met dien verstande dat geen bydrae betaal moet word deur 'n lid ten opsigte van 'n week waarvoor hy op geen besoldiging geregtig is nie:—

(a) *Groep I.*—In die geval van 'n werknemer wat 'n loon van R12 per week of minder ontvang, die bedrag van 10 sent;

(b) *Groep II.*—In die geval van 'n werknemer wat 'n loon van meer as R12 per week ontvang, die bedrag van 15 sent.

(ii) *Werkgewers se bydraes.*—By die bedrag wat ingevolge die bepalings van subklousule (i) afgetrek is, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag nie later nie as die 14de dag van die volgende maand aan die Sekretaris van die Raad stuur.

(iii) In hierdie Ooreenkoms beteken die uitdrukking "lid se bydrae" die totale bedrag deur 'n lid bygedra ingevolge die bepalings van subklousule (i) en die uitdrukking "werkgewers se bydrae" ten opsigte van 'n lid, die totaal van die werkgewers se bydrae.

10. BEDRAG VAN VOORDELE

(i) *Uittredingsvoordeel.*—Die voordeel betaalbaar aan 'n lid wie se diens in die Nywerheid beëindig word om 'n rede uitgesonderd aftreding by bereik van die aftree ouderdom of sy permanente liggaamlike onbekwaamheid om met werk in die Nywerheid voort te gaan, wat tot die tevredenheid van die Raad vasgestel is in ooreenstemming met die bepalings van subklousule (iii) hiervan, of as gevolg van sy dood, is soos volg:—

(a) Waar die lid tot die Fonds bygedra het vir 'n tydperk van minder as twee jaar—die bedrag van die lid se eie bydraes.

(b) Waar die lid tot die Fonds bygedra het vir 'n tydperk van twee jaar of meer—die bedrag van die lid se eie bydraes plus vyf persent van die bedrag van die werkgewers se bydraes namens hom, ten opsigte van elke voltooide jaar wat hy lid was en 'n maksimum van 100 persent van sodanige werkgewer se bydraes.

(ii) *Aftrekkingsvoordele.*—Waar die diens van 'n lid beëindig word op of na die datum waarop hy die aftree ouderdom bereik, is die voordeel betaalbaar soos in subklousule (1) uiteengesit: Met dien verstande dat indien sodanige bydraer 'n lid van die Fonds was vir minstens vyf jaar, die bedrag ingevolge die bepalings van subklousule (i) betaalbaar, verdubbel word.

(iii) *Ongeskiktheidsvoordele.*—As 'n lid die Raad tevrede stel dat hy as gevolg van swak gesondheid of ander liggaamlike onbekwaamheid wat nie aan sy eie wangedrag toe te skryf is nie, permanent ongeskik is om voort te gaan met werk in die Nywerheid, is die voordeel betaalbaar dubbel die bedrag van lid se eie bydrae plus die bedrag van die werkgewers se bydraes wat namens hom gemaak is.

(iv) *Sterftevoordeel.*—By die voorlegging van bewys van die dood van 'n lid, is die voordeel wat betaalbaar is dubbel die bedrag van die lid se bydraes plus die bedrag van die werkgewers se bydraes wat namens hom gemaak is.

11. BETALING VAN VOORDELE

(i) Aansoek om voordele, uitgesonderd die sterftevoordeel, moet in die vorm van Bylae B van hierdie Ooreenkoms wees.

(ii) Geen voordeel is ten opsigte van 'n eis betaalbaar is totdat 'n tydperk van minstens een jaar verstryk het van die tyd wat die eiser opgehou het om 'n bydraer te wees: Met dien verstande dat hierdie voorwaarde nie van toepassing is nie—

(a) in die geval van 'n voordeel wat betaalbaar is wanneer 'n werknemer die Nywerheid verlaat by of ná bereiking van die aftree ouderdom; of

(b) indien die Raad oortuig is dat die lid as gevolg van liggaamlike onbekwaamheid blywend ongeskik is om voort te gaan met werk in die Nywerheid; of

(c) in die geval van 'n sterftevoordeel; of

(iii) The Secretary shall maintain a record card in respect of each employee, on which shall be recorded the period or periods of employment, contributions received and the group of contributions.

(iv) For the purpose of this clause, an employee shall be deemed to be or to have been in continuous employment during any annual vacation notwithstanding the fact that, by reason of the period of his employment he is or was not entitled to be paid his full remuneration for the whole of the period of such vacation, and during any period he is on unpaid leave.

9. CONTRIBUTIONS

(i) *Member's contributions.*—For the purpose of the Fund, each employer shall deduct each week from the wages paid to each member of the Fund employed by him the following amounts as such member's contribution to the Fund, provided that no contribution shall be payable by a member in respect of any week for which he is entitled to no remuneration:—

(a) *Group I.*—In the case of an employee earning a wage of R12 per week or less, the sum of 10 cents;

(b) *Group II.*—In the case of an employee earning a wage in excess of R12 per week, the sum of 15 cents.

(ii) *Employers' contributions.*—To the amount deducted in terms of subclause (i) the employer shall add a like amount and forward to the Secretary of the Council each month the total sum not later than the 14th day of the succeeding month.

(iii) In this Agreement the term "member's contribution" means the total amount contributed by a member in terms of subclause (i) and the term "employers' contribution" in relation to any member means the total of the employers' contribution.

10. AMOUNT OF BENEFITS

(i) *Withdrawal benefit.*—The benefit payable to a member whose employment in the Industry terminates for any reason other than retirement on reaching the retiring age or on account of his permanent physical incapacity to continue at work in the Industry established to the satisfaction of the Council in accordance with the provisions of subclause (iii) hereof or on account of his death shall be as follows:—

(a) When the member has contributed to the Fund for a period of less than two years—the amount of the member's own contributions.

(b) When the member has contributed to the Fund for a period of two years or more—the amount of the member's own contributions plus five per cent of the amount of the employers' contributions on his behalf in respect of each complete year of membership with a maximum of 100 per cent of such employers contributions.

(ii) *Retirement benefits.*—Where the employment of a member terminates on or after the date of which he reaches the retiring age the benefit payable shall be as set out in subclause (i), provided that if such contributor has been a member of the Fund for at least five years, the amount payable in terms of subclause (i) shall be doubled.

(iii) *Disability benefits.*—When a member satisfied the Council that by reason of ill-health or other physical incapacity not due to his own misconduct he is permanently unfit to continue at work in the Industry, the benefit payable shall be double the amount of the member's own contribution plus the amount of the employers' contributions made on his behalf.

(iv) *Death benefit.*—Upon the production of proof of the death of a member the benefit payable shall be double the amount of the member's contributions plus the amount of the employers' contributions made on his behalf.

11. PAYMENT OF BENEFITS

(i) Application for benefits other than the death benefit shall be in the form of Annexure B to this Agreement.

(ii) No benefit shall be payable in respect of any claim until a period of at least one year has elapsed from the time the claimant ceased to be a contributor. Provided that this condition shall not apply—

(a) in the case of benefit payable when an employee leaves the Industry on or after reaching the retiring age; or

(b) if the Council is satisfied that the member is permanently unable to continue working in the Industry by reason of physical incapacity; or

(c) in the case of death benefit; or

(d) indien die Raad oortuig is dat die betrokke lid verplig is om die gebied waarin hierdie Ooreenkoms van toepassing is, permanent te verlaat; of

(e) indien die Raad anders besluit.

(iii) Die sterftevoordeel van ingevolge die bepalings van klousule 10 (iv) betaalbaar is, moet aan die afhanklike van 'n afgestorwe lid betaal word: Met dien verstande dat indien daar meer as een afhanklike is, die Raad na goedvinde moet besluit welke deel van die voordeel aan elke afhanklike betaal moet word, en voorts met dien verstande dat ingeval daar geen afhanklikes is nie of daar nie vasgestel kan word wie die afhanklikes is nie, die sterftevoordeel in die boedel van die afgestorwe lid gestort moet word.

(iv) (a) Indien 'n voordeel wat verskuldig en betaalbaar is, uitgesonderd aan die boedel van die lid, nie geëis word binne een jaar vanaf die datum waarop dit verskuldig geword het nie, moet die Raad binne drie maande vanaf die verstryking van genoemde tydperk van een jaar, 'n advertensie plaas in twee agtereenvolgende uitgawes van twee koerante wat gelees word in die gebied waarop hierdie Ooreenkoms van toepassing is, en daarin vermeld dat 'n lys van die persone wat nie voordele geëis het binne sodanige tydperk van een jaar nie, ter insae beskikbaar is by die kantoor van die Raad en van die vakvereniging wat 'n party by hierdie Ooreenkoms is en by sodanige ander plek as wat die Raad mag besluit en waarin belangstellendes gevra word om eise om sodanige voordele binne 'n tydperk van drie maande vanaf die datum van die laaste plasing in te dien, en om besonderhede te verstrek van die gronde waarop sodanige voordeel geëis word.

(b) Die Raad moet by die vergadering wat volg op die laaste dag waarop sodanige eise ingedien mag word, sodanige eise oorweeg en kan aan die persone wat geregtig is op 'n voordeel, die bedrag daarvan betaal min dié gedeelte van die advertensiekoste soos hy mag goeddink.

(c) Ingeval daar binne 'n tydperk van ses maande vanaf die datum van die laaste plasing geen eis ingestel word deur of namens 'n persoon van wie die naam op die lys verskyn nie, word die voordele wat aan hom verskuldig is aan die Fonds verbeur.

(v) Wanneer, ingevolge die bepalings van subklousule (iii) van klousule 10, die vraag ontstaan of 'n lid se liggaamlike onbekwaamheid om met sy werk in die Nywerheid voort te gaan, permanent is, kan die Raad, as 'n opskortende voorwaarde vir die afstanddoening van die wagtydperk wat in subklousule (ii) van klousule 11 voorgeskrif is, vereis dat die lid ondersoek word deur 'n mediese praktisyn wat deur hom aangewys is, en die koste van sodanige ondersoek moet deur die fonds gedra word.

'n Lid wat aansoek doen om die afstanddoening van die wagtydperk op grond van liggaamlike onbekwaamheid, word geag die betrokke mediese praktisyn te gemagtig het om die uitslag van sy ondersoek aan die Raad mee te deel.

(vi) Wanneer daar 'n vraag oor die ouderdom van 'n lid ontstaan, word sodanige ouderdom bepaal deur die voorlegging van 'n geboorte- of doopsertifikaat: Met dien verstande dat indien die betrokke lid nie in staat is om sodanige sertifikaat voor te lê nie, die Raad die aangeleentheid moet ondersoek, en die waarskynlike ouderdom van die lid soos deur die Raad bepaal, word vir die toepassing van hierdie Ooreenkoms geag die ouderdom van die lid te wees.

12. VOORDELE MAG NIE GESEDEER OF AFGESTAAN WORD NIE

Behalwe soos in subklousule (ii) van klousule 11 bepaal, mag voordele wat ingevolge die bepalings van hierdie Ooreenkoms verskuldig geword het of betaalbaar is, nie—

(a) op enige wyse gesedeer, afgestaan, oorgedra of oorgemaak word nie, of in die algemeen of as sekuriteit vir 'n skuld of 'n verpligting van die bydraer, en die Fonds is nie verplig om sodanige onderneming of dokument wat voorgee om sodanige sessie, afstand, oordrag of oormaking te wees, te erken of daarvolgens te handel nie; of

(b) beslag op gelê word deur 'n hofbevel of geregtelike proses nie; of

(c) verreken word teen 'n skuld van die persoon wat op sodanige voordeel geregtig is nie.

(d) if the Council is satisfied that the member concerned has been required permanently to leave the area in which this Agreement applies; or

(e) if the Council otherwise decides.

(iii) The death benefit payable in terms of clause 10 (iv) shall be paid to the dependant of a deceased member, provided that if there is more than one dependant the Council shall in its discretion decide what portion of the benefit should be paid to any dependant, and provided further that in the event of there being no dependants or the dependants cannot be established, the death benefit shall be paid into the estate of the deceased member.

(iv) (a) If any benefit due and payable other than to the estate of the member is not claimed within one year of the date it became due, the Council shall within three months of the expiration of the said period of one year publish an advertisement in two successive issues of two newspapers circulating in the area to which this Agreement applies, stating that a list of the persons who have not claimed benefit within such period of one year is available for inspection at the offices of the Council and of the trade union which is a party to this Agreement and at such other place as the Council may decide and calling upon interested persons to submit claims for such benefits within a period of three months from the date of the last publication and to furnish details as to the grounds on which such benefit is claimed.

(b) The Council shall at the meeting following the last day upon which such claims may be submitted, consider such claims and may pay to the persons entitled to any benefit the amount thereof less such portion of the cost of advertising as it may deem fit.

(c) In the event of no claim being made within a period of six months from the date of the last publication by or on behalf of any person whose name appears on the list any benefits due to him shall be forfeited to the Fund.

(v) Whenever, in terms of subclause (iii) of clause 10 a question arises as to whether a member is permanently physically unfit to continue at work in the Industry, the Council may, as a condition precedent to the waiving of the waiting period prescribed in subclause (ii) of clause 11, require the member to undergo an examination by a medical practitioner nominated by it and the cost of such examination shall be a charge on the Fund.

Any member who applies for the waiving of the waiting period on the grounds of physical incapacity shall be deemed to have authorised the medical practitioner concerned to disclose to the Council the result of his examination.

(vi) Whenever the question of the age of a member arises, such age shall be established by the production of a birth or baptismal certificate provided that, if the member concerned is unable to produce such a certificate, the Council shall investigate the matter and the probable age of the member as determined by the Council shall, for the purposes of this Agreement, be deemed to be the age of the member.

12. BENEFITS NOT TO BE CEDED OR ASSIGNED

Save as provided in subclause (ii) of clause 11, benefits accrued or payable in terms of this Agreement shall not be—

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

(b) capable of being attached by an order or process of court; or

(c) set off against any debt due by the person entitled to such benefit.

13. GESKILLE

'n Geskil moet na die Raad verwys word, en die Raad sal met die aangeleentheid handel ingevolge die bepalings van sy konstitusie.

14. ONTBINDING

(i) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en ingeval 'n verdere ooreenkoms om die Fonds voort te sit nie binne 'n tydperk van twee jaar vanaf die datum van die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die Fonds deur die Raad gelikwdeer word as sou die lede die Nywerheid verlaat het en geregtig geword het op voordele ingevolge die bepalings van klousule 10 (i).

(ii) Ingeval die Raad gedurende die geldigheidsduur van die Ooreenkoms of 'n verlenging daarvan ontbind word, dan moet, ondanks andersluidende bepalings van hierdie Ooreenkoms, bydraes tot die fonds staak met ingang van die dag wat volg op die datum van publikasie in die *Staatskoerant* van die kennisgewing ingevolge die bepalings van artikel 34 van die Wet van die ontbinding van die Raad, maar die Raad moet by sy laaste vergadering voor sodanige ontbinding 'n trustee of trustees aanstel om die Fonds te administreer. Ingeval die Raad nie in staat is om sodanige aanstellings te maak nie, moet die bevoegdhede en funksies van die Raad ten opsigte van die administrateur van die Fonds oorgaan op en uitgeoefen word deur dié persoon of persone wat die Registrateur mag aanwys. Ingeval die Raad nie gedurende die geldigheidsduur van hierdie Ooreenkoms hergekonstitueer en geregistreer word nie, moet die Fonds by die verstryking van hierdie Ooreenkoms gelikwdeer word deur die trustee of trustees of deur die persoon of persone wat deur die Registrateur aangestel is, na gelang van die geval, op die wyse voorgeskryf in subklousule (i).

15. LIKWIDASIE

(i) By die likwidasië van die Fonds ingevolge die bepalings van klousule 14, vorm enige bedrag verskuldig ten opsigte van administrasie- en likwidasiëuitgawes 'n eerste eis teen die Fonds.

(ii) Daarna moet lede uitbetaal word op die grondslag van die voordeel wat betaalbaar sou gewees het indien hulle die Nywerheid verlaat het: Met dien verstande dat die wagtydperk voorgeskryf in subklousule (ii) van klousule 11 nie van toepassing is ten opsigte van 'n voordeel wat ingevolge die bepalings van hierdie subklousule betaalbaar is nie.

(iii) Daarna moet enige saldo in die kredit van bydraers as 'n werkgewer se bydrae, maar wat nie aan hulle betaalbaar is nie, terugbetaal word aan die betrokke werkgewers wat bygedra het op die datum waarop hierdie Ooreenkoms verstryk het of op die datum waarop die betaling van bydraes opgehou het ingevolge die bepalings van klousule 14 (ii), na gelang van die geval.

(iv) Enige verdere saldo in die Fonds, met inbegrip van enige saldo soos in subklousule (iii) bedoel, wat nie aan werkgewers terugbetaalbaar is nie, moet, indien die Raad nog funksioneer, in die Fondse van die Raad gestort word: Met dien verstande dat indien die Raad alreeds gelikwdeer en ontbind is, die saldo verdeel moet word soos bepaal in artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

16. VRYSTELLINGS

Die Raad kan voorwaardelik of andersins vrystelling verleen van enige bepaling van hierdie Ooreenkoms of ten opsigte van enige persoon om enige rede wat hy as voldoende beskou.

17. VRYWARING

Die Sekretaris, lede van die Raad en hulle plaasvervangers en lede van enige plaaslike komitee aangestel ingevolge die bepalings van subklousule (iii) van klousule 5, is nie verantwoordelik vir enige verlies van die Fonds as gevolg van 'n belegging wat te goeder trou gemaak is of as gevolg van enige handeling in hulle bona fide-administrasie van die Fonds nie.

Op hede die 25ste dag van November 1968 namens die partye te Kaapstad onderteken.

L. C. BARRETT, Voorsitter van die Raad.
J. S. ALLAN, Ondervoorsitter van die Raad.
A. A. DAVIS, Sekretaris van die Raad.

13. DISPUTES

Any dispute shall be referred to the Council which shall deal with the matter in terms of its constitution.

14. DISSOLUTION

(i) Upon the expiry of this Agreement or any extension thereof and in the event of a further Agreement to continue the Fund not being negotiated within a period of two years from the date of the expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the Council as though the members had left the industry and are entitled to benefits in terms of clause 10 (i).

(ii) In the event of dissolution of the Council during the currency of the Agreement or any extension thereof then, notwithstanding anything to the contrary contained in this Agreement contributions to the Fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice in terms of section thirty-four of the Act of the dissolution of the Council, but the Council, at its last meeting prior to such dissolution, shall appoint a trustee or trustees to administer the Fund. Should the Council be unable to make such appointment the powers and functions of the Council in regard to the administrator of the Fund shall vest in and be exercised by such person or persons as the Registrar may designate. In the event of the Council not being reconstituted and registered during the currency of this Agreement the Fund shall upon the expiry of this Agreement be liquidated by the trustee or trustees or by the person or persons appointed by the Registrar as the case may be, in the manner prescribed in subclause (i).

15. LIQUIDATION

(i) Upon the liquidation of the Fund in terms of clause 14 the first charge on the Fund shall be any amount due in respect of administration and liquidation expenses.

(ii) Thereafter payment shall be made to members on the basis of the benefit that would have been payable had they left the industry; provided that, in respect of any benefit payable in terms of this subclause, the waiting period prescribed in subclause (ii) of clause 11 shall not apply.

(iii) Thereafter any balance standing to the credit of contributors as an employers' contribution but not payable to them shall be refunded to the employers concerned, who were contributing at the date of expiry of this Agreement or at the date on which the payment of contributions ceased in terms of clause 14 (ii), as the case may be.

(iv) Any further balance in the Fund including any balance referred to in subclause (iii), which is not refundable to employers shall, if the Council is still functioning, be paid into the Funds of the Council, provided that if the Council has already been wound up and dissolved the balance shall be distributed as provided in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.

16. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any provision of this Agreement or in respect of any person for any reason deemed by it to be good and sufficient.

17. INDEMNITY

The Secretary, the members of the Council and their alternates and the members of any local Committee appointed in terms of subclause (iii) of clause 5 shall not be liable for any loss to the Fund by reason of any investment made in good faith or by reason of any act in their bona fide administration of the Fund.

Signed at Cape Town on behalf of the parties on this 25th day of November 1968,

L. C. BARRETT, Chairman of the Council.
J. S. ALLAN, Vice-Chairman of the Council.
A. A. DAVIS, Secretary of the Council.

NYWERHEIDSRAAD VIR DIE SEILDOEK- EN TOUWERKNYWERHEID (KAAP)

BYLAE "A"

MAANDELIKSE OPGAWE

Aan: Die Sekretaris,
Posbus 1536,
Kaapstad.

Naam en adres van firma _____

_____ 19 _____

Vir die maand geëindig _____

INDIENSNEMINGS

Van (nooiensvan moet tussen hakies aangedui word)	Voornamen (volle)	Voorsorgfondsgroep	Adres	Ras	Geslag	Geboortedatum	Datum van indiensneming

DIENSBEËINDIGINGS

Van (nooiensvan moet tussen hakies aangedui word)	Voornamen (volle)	Voorsorgfondsgroep	Adres	Ras	Geslag	Geboortedatum	Datum van diensbeëindiging

VOORSORGFONDSGROEPVERANDERING

Van (nooiensvan moet tussen hakies aangedui word)	Voornamen (volle)	Datum van verandering van groep I tot groep II

WERKNEMERS WAT VIR EEN WEEK OF MEER NIE BESOLDIGING ONTVANG HET NIE

Van (nooiensvan moet tussen hakies aangedui word)	Voornamen (volle)	Voorsorgfondsgroep	Ras	Geslag	Datum van week geëindig

INDUSTRIAL COUNCIL FOR THE CANVAS AND ROPEWORKING INDUSTRY (CAPE)

ANNEXURE "A"

MONTHLY RETURN

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

Name and address of firm _____

_____ 19____

For month ended _____

ENGAGEMENTS

Surname (maiden name to be given in brackets)	First names (in full)	Provident fund group	Address	Race	Sex	Date of birth	Date engaged

TERMINATIONS OF SERVICE

Surname (maiden name to be given in brackets)	First names (in full)	Provident fund group	Address	Race	Sex	Date of birth	Date terminated

PROVIDENT FUND GROUP CHANGE

Surname (maiden name to be given in brackets)	First names (in full)	Date of change from Group I to Group II

EMPLOYEES WITHOUT PAY FOR ONE WEEK OR MORE

Surname (maiden name to be given in brackets)	First names (in full)	Provident fund group	Race	Sex	Date of week ending

OPGAWE VAN N.R.-HEFFINGS EN V.F.-BYDRAES

N.R.-heffings

Getal werknemers Week geëindig

_____	_____
_____	_____
_____	_____

Totaal _____ Werknemers teen 2 sent per week..... R _____

Plus Werkgewer se gelyke bydrae..... R _____

Voorsorgfondsbydraes

Getal werknemers Week geëindig

Groep I (10 sent)	Groep II (15 sent)	

_____ werknemers teen 10 sent per week..... R _____

_____ werknemers teen 15 sent per week..... R _____

Plus Werkgewer se gelyke bydrae..... R _____

Totaal: N.R.-heffings en Voorsorgfondsbydraes..... R _____

Groep I—Werknemers wat R12 per week of minder ontvang.

Groep II—Werknemers wat meer as R12 per week ontvang.

THE CAPE CANVAS AND ROPEWORKING INDUSTRY PROVIDENT FUND

BYLAE "B"

Telegramme: "Factories", Kaapstad.
Telefoon: 3-6631,
Posbus 1536, Kaapstad.

Broadway Industries-sentrum,
Heerengracht,
Strandgebied,
Kaapstad.

Die Sekretaris,
The Cape Canvas and Ropeworking Industry Provident Fund,
Posbus 1536, Kaapstad.

AANSOEK OM VOORDELE

Van _____ Vroeër _____
Voornam _____
Huidige adres _____

Hierby doen ek aansoek om die betaling van die voordeel wat my toekom uit die Voorsorgfonds, om die volgende redes:

- (a) Werkgewer het my diens beëindig.
- (b) Ek het kennis gegee.
- (c) As gevolg van swak gesondheid onbekwaam geword om voort te gaan met werk.
- (d) Het die aftrecoenderdom (55 vir vrouens en 60 vir mans) bereik.
- (e) Ek is verplig om die gebied te verlaat.
- (Haal deur wat nie van toepassing is nie.)

Die datum van my diensbeëindiging is _____

Getuie _____ Handtekening _____
Datum _____

Let Wel.—(1) Uitgesonderd in die geval van liggaamlike onbekwaamheid of waar 'n lid die aftrecoenderdom (55 vir vrouens of 60 vir mans) bereik het of verplig is om die gebied te verlaat, kan betaling van die voordeel nie plaasvind voor een jaar verstreke is nadat die lid laas in die Nywerheid in diens was nie.

(2) Waar 'n lid aansoek om 'n voordeel doen op grond van onbekwaamheid moet die volgende doktersertifikaat deur 'n mediese praktisyn ingevul word.

THE CAPE CANVAS AND ROPEWORKING INDUSTRY PROVIDENT FUND
DOKTERSERTIFIKAAT VAN ONBEKWAAMHEID

Ek _____ woonagtig te _____

sertifiseer hierby dat ek _____
ondersoek het en van mening is dat hy/sy permanent ongeskik is om voort te gaan met werk in die Seildoek- en Touwerknywerheid weens:

(Beskryf hier die toestand wat onbekwaamheid veroorsaak)

(Datum)

(Handtekening)

(Kwalifikasie)

RETURN OF I.C. LEVIES AND P.F. CONTRIBUTIONS

I.C. Levies.

No. of employees Week ended

_____	_____
_____	_____
_____	_____

Total No. _____ Employees at 2 cents per week..... R _____

Plus Employer's equal contribution..... R _____

Provident Fund Contributions.

No. of employees Week ended

Group I (10 cents)	Group II (15 cents)	

_____ Employees at 10 cents per week..... R _____

_____ Employees at 15 cents per week..... R _____

Plus Employer's equal contribution..... R _____

Total: I.C. Levies and Provident Fund Contributions..... R _____

Group I—Employees earning R12 per week or less.

Group II—Employees earning more than R12 per week.

ANNEXURE "B"

THE CAPE CANVAS AND ROPEWORKING INDUSTRY PROVIDENT FUND

Telegrams: "Factories", Cape Town.
 Telephone: 3-6631,
 P.O. Box 1536, Cape Town.

Broadway Industries Centre,
 Heerengracht,
 Foreshore,
 Cape Town.

The Secretary,
 The Cape Canvas and Ropeworking Industry Provident Fund,
 P.O. Box 1536, Cape Town.

APPLICATION FOR BENEFIT

Surname _____ Formerly _____
 First Names _____
 Present Address _____

I hereby claim the payment of the benefit due to me from the Provident Fund for the following reasons:—

- (a) Employer terminated my employment.
 - (b) I gave notice.
 - (c) Incapacitated by ill-health from continuing to work.
 - (d) Have reached the retiring age (55 for females or 60 for males).
 - (e) I have been required to leave the area.
- (Cross out whichever is inapplicable.)

The date of the termination of my employment was _____

Witness _____

Signature _____
Date _____

Note.—(1) Except in the case of physical incapacity or where a member has reached the retiring age (55 for females or 60 for males) or has been required to leave the area, payment of benefit can only be made one year after the member was last employed in the Industry.

(2) When a member claims benefit on the ground of incapacity the following medical certificate must be completed by a Medical Practitioner.

THE CAPE CANVAS AND ROPEWORKING INDUSTRY PROVIDENT FUND
MEDICAL CERTIFICATE OF INCAPACITY

I _____ residing at _____

hereby certify that I have examined _____

and am of the opinion that he/she is permanently unfit to continue to work in the Canvas and Ropeworking Industry by reason of:—

(Here described the condition causing incapacity)

(Date)

(Signature)

(Qualification)

INHOUD		CONTENTS	
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Arbeid, Departement van GOEWERMENTSKENNISGEWING		Labour, Department of GOVERNMENT NOTICE	
R.1153. Wet op Nywerheidsversoening, 1956: Seildoek- en Touwerknywerheid (Kaap): Voorsorgfondsooreenoms	1	R.1153. Industrial Conciliation Act, 1956: Canvas and Ropeworking Industry (Cape): Provident Fund Agreement	1

Om 'n

Bevredigende Telefoondiens

te verseker:

- Lees die nuttige wenke en aanwysings wat op die bladsye in verband met spesiale dienste en oor ander inligting in u telefoongids voorkom.
- Maak u gesprekke so kort moontlik.
- Wees seker dat u die regte nommer het voordat u 'n oproep maak.
- Beantwoord u Telefoon onmiddellik en praat duidelik.

To ensure a

Satisfactory Telephone Service

- Read the special services and other information pages of your directory for useful hints and directions.
- Avoid long conversations.
- Be sure of the number you want before making a call.
- Answer your telephone promptly and speak distinctly.