



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2776

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 2776

As 'n Nuusblad by die Poskantoor Geregistreer

Registered at the Post Office as a Newspaper

Vol. 165]

PRETORIA, 30 MAART 1979
30 MARCH

[No. 6385

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 617

30 Maart 1979

WET OP NYWERHEIDSVERSOENING, 1956 KLERASIENYWERHEID (KAAP).— VOORSORGFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van 1 April 1979 en vir die tydperk wat op 31 Desember 1981 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 2 en 16, met ingang van 1 April 1979 en vir die tydperk wat op 31 Desember 1981 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 16, met ingang van 1 April 1979 en vir die tydperk wat op 31 Desember 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 617

30 March 1979

INDUSTRIAL CONCILIATION ACT, 1956 CLOTHING INDUSTRY (CAPE).—PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding, with effect from 1 April 1979 and for the period ending 31 December 1981, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations 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 (1) (a), 2 and 16, shall be binding, with effect from 1 April 1979 and for the period ending 31 December 1981, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 April 1979 and for the period ending 31 December 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 16, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)

OOREENKOMS

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word in die Klerasienywerheid—

(a) deur die werkgewers en die werknemers wat lede van die werkgewersorganisasies en die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrostdistrik(te)—

(i) Die Kaap, Simonstad, Bellville, Goodwood, Somerset-Wes, Strand, Worcester en George, in verband met die werksaamhede uiteengesit in paragrawe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van hierdie Ooreenkoms;

(ii) Wynberg, in verband met die werksaamhede uiteengesit in paragrawe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone voorgeskryf word in die Hofooreenkoms, die Ooreenkoms vir die Brei-afdeling of die Ooreenkoms vir die Platteland;

(b) nie van toepassing nie op handelsreisigers of werknemers en werkende direkteure wie se lone minstens R4 800 per jaar bedra.

(3) Ondanks subklousule (1) en (2), is hierdie Ooreenkoms van toepassing ten opsigte van werknemers en werkende direkteure wat bydraers was op die datum van inwerking-treding van hierdie Ooreenkoms.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge artikel 48 (1) van die Wet mag vasstel en bly van krag tot 31 Desember 1981 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Hofooreenkoms omskryf word, het dieselfde betekenis as in dié Wet of Ooreenkoms en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"bevoordeelde" iemand aangestel deur 'n bydraer aan wie enige bystand wat vir sodanige bydraer opgeloopt het, by sy dood betaal moet word;

"Klerasienywerheid" of "Nywerheid", wat uit die klerasie-, brei- en hemdeafdeling bestaan—

(a) die maak van alle soorte tweed- en linnehoede en pette vir mans en seuns en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke) vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, serpe, gordels en dele van kledingstukke, pajamas en ander nagklere;

(b) die maak van alie soorte kledingstukke, met inbegrip van maatkledingstukke op groot skaal wat volgens die bestelling van 'n staatsdepartement of provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede gemaak word, maar nie ook hoedemakery of die maak van dames- of meisiesjasse en -kostuums of boklere wat op die maat van individuele persone gemaak word nie; en

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

being parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Clothing Industry—

(a) by the employers and employees who are members of the employers' organisations and trade union, respectively and who are engaged or employed therein;

(b) in the Magisterial District(s) of—

(i) The Cape, Simonstown, Bellville, Goodwood, Somerset West, Strand, Worcester and George on the operations set forth in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement;

(ii) Wynberg, on the operations set forth in paragraphs (a) and/or (b) and/or (c) in the definition "Clothing Industry" in clause 3 of the Agreement.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement, the Knitting Division Agreement or Country Areas Agreement;

(b) not apply to travellers or employees and working directors whose wages are not less than R4 800 per annum.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall apply in respect of employees and working directors who were contributors as at the date of coming into operation of this Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in operation until 31 December 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

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

"Clothing Industry" or "Industry" which consists of the clothing, knitting and shirt sections, shall include—

(a) the making of all classes of men's and boys' tweed and linen hats, caps and all classes of outer and undergarments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other nightwear;

(b) the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or provincial administration, the South African Railways and Harbours Administration or local authorities, but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer garments made to the measurement of individual persons; and

(c) die maak van dames- en/of manshandskoene; en beteken—

“klere-afdeling”—

(a) daardie afdeling van Klerasierywerheid waarin alle soorte tweed- en linnehoede, pette en alle soorte bo- en onderklere vir mans en seuns gemaak word;

(b) die maak van alle soorte kledingstukke, met inbegrip van maatkledingstukke op groot skaal wat volgens die bestelling van 'n staatsdepartement of provinsiale administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike owerhede gemaak word nie;

maar omvat dit nie hemde, boordjies, dasse, pajamas en ander nagklere, hoedemakery en die maak van dames- of meisiesjasse en -kostuums of ander boklere wat op die maat van individuele persone gemaak word nie;

(c) die maak van dames- en/of manshandskoene;

“brei-afdeling” daardie afdeling waarin werkgewers en werknemers met mekaar geassosieer is vir die brei van klederstof en/of kouse en/of kledingstukke wat op rond-, plat- of vormbreimasjinerie gebrei word, en omvat dit die maak van kledingstukke uit gebreide klederstof in die bedryfsinrigting waarin gemelde klederstof gebrei is;

“bydraer” enigiemand (uitgesonderd 'n handelsreisiger, of werknemers en direkteure wat in die besigheid van die werkgewer in diens is en wat ten opsigte van sodanige diens besoldiging van minstens R4 800 per jaar ontvang) in diens in die Klerasierywerheid, en van wie se loon aftrekkings kragtens klousule 6 (1) van hierdie Ooreenkoms gemaak word of gemaak is of gemaak moes word;

“Raad” die Nywerheidsraad vir die Klerasierywerheid (KaaP) wat geregistreer is ingevolge artikel 2 van Wet 11 van 1924 en geag word geregistreer te wees kragtens die Wet op Nywerheidsversoening, 1956;

“Ooreenkoms vir die Platteland” die Ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers in die Nywerheid in die landdrostdistrik George;

“handelaar” of “algemene handelaar” 'n persoon wat 'n lisensie hou ooreenkomstig item 3 van die Eerste Bylae van die Ordonnansie op die Registrasie en Lisensiering van Besighede, Ordonnansie 15 van 1953, soos gewysig by Ordonnansie 19 van 1972;

“werknemers se gewone bydraes” die bydraes wat van die lone van werknemers afgetrek word ingevolge klousule 6 (1) van hierdie Ooreenkoms;

“werknemers se vrywillige bydraes” die bydraes wat vrywillig deur werknemers bygedra word ingevolge klousule 6 (3) van hierdie Ooreenkoms;

“werkgewers se gewone bydraes” die bydraes wat deur werkgewers bygedra word ingevolge klousule 6 (2) van hierdie Ooreenkoms;

“ondervinding”, vir die toepassing van hierdie Ooreenkoms, dieselfde as die betekenis wat daaraan geheg word in die omskrywing van “ondervinding” in die Hoof-ooreenkoms, Ooreenkoms vir die Brei-afdeling of Ooreenkoms vir die Platteland;

“Fonds” die Bystandsfonds wat kragtens hierdie Ooreenkoms ingestel word;

“Fondsweek” 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

“Ooreenkoms vir die Brei-afdeling” die Ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers wat in die Brei-afdeling van die Nywerheid werksaam is;

“Hofooreenkoms” die Ooreenkoms van die Raad waarin lone voorgeskryf word vir die werknemers wat in die Nywerheid werksaam is, behalwe in die landdrostdistrik George en dié wat in diens is van die Brei-afdeling;

“aftree-ouderdom” die ouderdom van 60 jaar in die geval van manlike bydraers en 55 in die geval van vroulike bydraers;

“Sekretaris” die Sekretaris van die Raad, en omvat dit enige amptenaar wat aangestel word om die Sekretaris behulpzaam te wees;

“eenheid” 'n vrywillige bydrae van 50 sent per week deur 'n bydraer ingevolge klousule 6 (3) van hierdie Ooreenkoms;

“loon” die geldbedrag betaalbaar aan 'n werknemer ten opsigte van sy gewone werke.

4. VOORSORGFONDS

Die Fonds wat ingestel is by Goewermentskennigsgewing 493 van 12 Maart 1954, en wat bekend staan as die Voorsorgfonds van die Klerasierywerheid (KaaP), word hierby voortgesit ten einde aan die bydraers bystand te verleen soos in hierdie Ooreenkoms uiteengesit.

Die Fonds bestaan uit—

(a) alle geld wat in die krediet van die Fonds staan;

(b) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;

(c) the making of ladies' and/or men's gloves;

“clothing section” means—

(a) that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and undergarments;

(b) the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or provincial administration, the South African Railways and Harbours Administration or local authorities;

but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer garments made to the measurement of individual persons;

(c) the making of ladies' and/or men's gloves;

“Knitting section” means that section in which employers and employees are associated for the knitting of fabric and/or hosiery and/or garments knitted on circular, flat or fully fashioned machinery, and shall include the making up of garments from knitted fabric in the establishment in which the said fabric was knitted;

“contributor” means any person (other than a traveller, or employees and directors employed in the business of the employer and who are in receipt of remuneration in respect of such employment of not less than R4 800 per annum) employed in the Clothing Industry, and from whose wages deductions are made or have been made or were required to have been made, in terms of clause 6 (1) of this Agreement;

“Council” means the Industrial Council for the Clothing Industry (Cape) registered in terms of section 2 of Act 11 of 1924 and deemed to have been registered under the Industrial Conciliation Act, 1956;

“country Areas Agreement” means the Agreement of the Council which prescribes wages for employees employed in the Industry in the Magisterial District of George;

“dealer” or “general dealer” means a person holding a licence under item 3 of the First Schedule to the Registration and Licensing of Business Ordinance, Ordinance 15 of 1953, as amended by Ordinance 19 of 1972;

“employees' ordinary contributions” means the contributions deducted from the wages of employees in accordance with the provisions of clause 6 (1) of this agreement;

“employees' voluntary contributions” means the contributions contributed on a voluntary basis by employees in accordance with the provisions of clause 6 (3) of this Agreement;

“employers' ordinary contributions” means the contributions contributed by employers in accordance with the provisions of clause 6 (2) of this Agreement;

“experience” shall for the purposes of this Agreement be in accordance with the definition of “experience” in the Main Agreement, Knitting Division Agreement or Country Areas Agreement;

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

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

“Knitting Division Agreement” means the Agreement of the Council which prescribes wages for employees employed in the Knitting Division of the Industry;

“Main Agreement” means the Agreement of the Council which prescribes wages for employees employed in the Industry, other than in the Magisterial District of George and those employed in the Knitting Division;

“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 of the Council and includes any official appointed to assist the Secretary;

“unit” means a voluntary weekly contribution of 50c by a contributor in terms of clause 6 (3) of this Agreement;

“wage” means the amount of money payable to an employee in respect of his ordinary hours of work.

4. PROVIDENT FUND

The Fund established under Government Notice 493 of 12 March 1954, and known as the Cape Clothing Industry Provident Fund, is hereby continued for the purpose of providing benefits to contributors as set out in this Agreement.

The Fund shall consist of—

(a) any moneys standing to the credit of the Fund;

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

- (c) rente verkry uit die belegging van geld van die Fonds;
(d) ander bedrae waarop die Fonds geregtig mag word.

5. STIGTING EN FUNKSIES VAN BESTUURSKOMITEE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee (in hierdie Ooreenkoms die Bestuurskomitee of die Komitee genoem) wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Nywerheidsraad vir die Klerasienuwerheid (Kaap) kragtens klousule 10 van die Konstitusie van die Raad op 'n behoorlik gekonstitueerde vergadering van die Raad aangestel is, saam met die Voorsitter en Ondervoorsitter van die Raad, wat *ex officio*-lede van die Bestuurskomitee is.

(2) Daar moet vir elke verteenwoordiger 'n plaasvervanger aangestel word op die wyse soos bepaal in klousule 10 (1) van die Konstitusie van die Raad, soos gewysig.

(3) Twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers vorm 'n kworum en alle sake word deur 'n meerderheidstem beslis. Die Voorsitter het slegs 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, kan vir die doeleindes van 'n kworum as volle verteenwoordigers gereken word, en indien daar binne 30 minute na die vasgestelde tyd geen kworum is nie, moet die vergadering verdaag word tot 'n datum van hoogstens sewe dae daarna, wat deur die Voorsitter bepaal word. Op 'n vergadering wat as gevolg van so 'n verdaging op 'n later datum gehou word en waarvan lede skriftelik in kennis gestel moet word, vorm die lede wat teenwoordig is 'n kworum. Vir die doel van 'n kworum moet die Voorsitter en die Ondervoorsitter van die Raad, indien teenwoordig, geag word verteenwoordigers te wees.

(4) Indien enige verteenwoordiger van 'n vergadering afwesig is en nie deur 'n plaasvervanger verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, verminder word en moet die stemkrag van die ander kant dienoreenkomstig verminder word ten einde gelyke stemkrag te handhaaf. Geen voorstel mag oorweeg word nie tensy dit gesekondeer is en alle sake wat die onderwerp van voorstelle uitmaak, moet deur 'n meerderheidstem van die aanwesiges beslis word.

(5) Alle administrasiekoste moet deur die Fonds gedra word.

(6) Die Bestuurskomitee het die bevoegdheid om—

- namens die Fonds alle betalings en uitgawes goed te keur;
- besoldigde amptenare van die Fonds aan te stel en af te dank, hul besoldiging vas te stel en hul pligte te omskryf;
- oor die werk van enige plaaslike komitee wat aangestel word, toesig te hou;
- subkomitees te benoem om met die administrasie van die Fonds behulpsaam te wees;
- reëls vir die uitbetaling van bystand op te stel en die tyd en plek vir sulke uithetalings te bepaal;
- al die ander pligte wat die Komitee vir die behoorlike administrasie van die Fonds nodig of wenslik ag, na te kom;
- behoudens klousule 7 (2) (h), vaste eiendom te koop of op enige ander wyse te verkry en om vaste eiendom wat aldus verkry is, te verkoop of op 'n ander wyse te vervreem.

Twee kopieë van die Reëls van die Fonds en alle wysigings daarvan moet ingedien word by die Sekretaris van die Raad, wat een kopie aan die Sekretaris van Arbeid moet stuur.

6. BYDRAES

(1) *Werknemers se gewone bydraes.*—Vir die doeleindes van die Fonds moet elke werkgewer van die loon van elk van sy werknemers, uitgesonderd handelsreisigers, of werknemers of werkende direkteure wat minstens R4 800 per jaar verdien en wat gedurende enige week gewerk het, ongeag die tydskuur van die werk, 'n bedrag soos volg aftrek:

35c per week..... Vanaf 1 April 1979 tot 31 Maart 1980.
50c per week..... Vanaf 1 April 1980:

Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n manlike bydraer wat die ouderdom van 65 of 'n vroulike bydraer wat die ouderdom van 60 bereik het nie.

(2) *Werkgewers se gewone bydraes.*—'n Werkgewer moet vir elk van sy werknemers ten opsigte van wie gewone bydraes ooreenkomstig subklousule (1) afgetrek word soos volg bydra:

25c per week..... Vanaf 1 April 1979 tot 31 Maart 1980.
30c per week..... Vanaf 1 April 1980.

(3) *Werknemers se vrywillige bydraes.*—Waar 'n bydraer kies om tot die Fonds by te dra op 'n vrywillige grondslag, benewens sy gewone bydraes ingevolge subklousule (1), moet sy werkgewer van die loon van die betrokke werknemer en wat gedurende enige week gewerk het, ongeag die tydskuur van

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

(d) any other sums to which the Fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a Management Committee (in this Agreement referred to as the Management Committee or the Committee) consisting of three employers' representatives and three employees' representatives appointed by the Industrial Council for the Clothing Industry (Cape) in terms of clause 10 of the Constitution of the Council at a duly constituted meeting of the Council together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the Management Committee.

(2) For each representative an alternate shall be appointed in the manner provided for in clause 10 (1) of the Constitution of the Council, as amended.

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

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

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

(6) The Management Committee shall have power to—

- sanction all payments and expenditure on behalf of the Fund;
- engage and dismiss paid servants of the Fund, fix their remuneration, and define their duties;
- supervise the working of any local committees appointed;
- appoint subcommittees to help in the administration of the Fund;
- draft rules for the payment of benefits and fix the time and place for such payments;
- perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund;
- subject to clause 7 (2) (h) purchase or in any other manner acquire immovable property and to sell or in any other manner alienate any immovable property so acquired.

Two copies of the Rules of the Fund and any amendments thereof shall be lodged with the Secretary of the Council who shall transmit one copy to the Secretary for Labour.

6. CONTRIBUTIONS

(1) *Employees' ordinary contributions.*—For the purpose of the Fund, every employer shall deduct from the wages of each of his employees, other than travellers, or employees or working directors who earn not less than R4 800 per annum and who have worked during any week, irrespective of the time so worked:

35c per week..... From 1 April 1979 to 31 March 1980.
50c per week..... From 1 April 1980:

Provided that no deductions shall be made from the wages of any male contributor who has reached the age of 65 or any female contributor who has reached the age of 60.

(2) *Employers' ordinary contributions.*—An employer shall contribute to the Fund on the following basis for each of his employees in respect of whom ordinary contributions are deducted as provided in subclause (1):

25c per week..... From 1 April 1979 to 31 March 1980.
30c per week..... From 1 April 1980.

(3) *Employees' voluntary contributions.*—Where a contributor elects to contribute to the Fund on a voluntary basis, in addition to his ordinary contributions in terms of subclause (1), his employer shall deduct from the wages of the employee concerned and who has worked during any week, irrespective

die werk, 'n bedrag, saamgestel soos volg, met 'n minimum bydrae van 50c per week en met 'n maksimum bydrae van R2 per week, aftrek:

| Aftrekking per week | Aantal eenhede |
|---------------------|----------------|
| 50c..... | 1 |
| R1..... | 2 |
| R1,50..... | 3 |
| R2..... | 4: |

Met dien verstande dat—

(i) waar 'n bydraer verkies om vir vyf eenhede of meer in enige week by te dra, toestemming van die Bestuurskomitee vooraf verkry moet word om op sodanige grondslag by te dra;

(ii) behoudens paragraaf (iv), geen aftrekking van die loon van 'n werknemer ten opsigte van vrywillige bydraes gemaak moet word nie, tensy die betrokke werkgewer in besit is van 'n aftrekorder behoorlik deur die betrokke bydraer onderteken wat die werkgewer magtig om 'n bedrag vir een of meer eenhede af te trek;

(iii) by ontvangs van 'n aftrekorder van die Fonds, behoorlik deur die betrokke werknemer onderteken, 'n werkgewer vanaf die betaalweek daarin genoem die weeklikse bedrag wat in die aftrekorder genoem word van die loon van sy werknemer moet aftrek;

(iv) waar 'n bydraer van werk in die Nywerheid verander, d.w.s. die diens van een werkgewer verlaat om in die diens van 'n tweede werkgewer te tree, moet laasgenoemde werkgewer die bedrag, indien enige, ten opsigte van vrywillige bydraes tot die Fonds, aftrek vanaf die eersvolgende betaalweek van die betrokke bydraer.

(4) Geen nuwe bydraer mag as lid toegelaat word nie indien in die geval van 'n vrou sy 50 jaar of ouer is en in die geval van 'n man hy 55 jaar of ouer is.

(5) Die werkgewer moet maand vir maand voor of op die 14de dag van elke maand, die totale bedrag wat aan die Fonds verskuldig is en wat soos volg saamgestel is, aan die Raad stuur:

- (a) Werknemer se gewone bydraes ingevolge subklousule (1);
- (b) werkgewers se gewone bydraes ingevolge subklousule (2);
- (c) werknemers se vrywillige bydraes ingevolge subklousule (3).

(6) Sodanige totale bedrag moet vergesel gaan van 'n opsomming wat die volgende aantoon:

(a) Die getal gewone bydraes wat van die lone van werknemers gedurende elke week van die betrokke maand afgetrek is en die totale bedrag van werknemers se gewone bydraes;

(b) die getal gewone bydraes van werkgewers ten opsigte van elke week van die betrokke maand en die totale bedrag van werkgewers se gewone bydraes;

(c) vir die tydperk vanaf 1 April 1979 tot 30 September 1979—die naam en dienskaartnommer van elke bydraer en die bedrag wat ten opsigte van elke week van die betrokke maand afgetrek is en die totale bedrag van werknemers se vrywillige bydraes;

vanaf 1 Oktober 1979—die totale bedrag wat afgetrek is ten opsigte van elke week van Oktober 1979 volgens 'n meesterlys wat deur die Fonds aan die werkgewer verskaf is.

Vir elke daaropvolgende maand moet enige toevoegings tot of skappings van die meesterlys aangedui word op die vorm wat deur die Fonds verskaf word.

(7) (a) *Werkgewers/Werknemers se gewone bydraes.*—Die werkgewer moet die Fonds elke drie maande in kennis stel van alle gewone bydraes wat vir vier of meer agtereenvolgende betaalweke sonder besoldiging afwesig was.

(b) *Werknemers se vrywillige bydraes.*—Die werkgewer moet die Fonds elke maand op die vorm wat deur die Fonds verskaf word, in kennis stel van alle vrywillige bydraers wat vir een of meer agtereenvolgende betaalweke gedurende die betrokke maand sonder besoldiging afwesig was.

(8) 'n Werkgewer mag nie die hele of enige gedeelte van sy eie bydrae van die verdienste van 'n bydraer aftrek of enige vergoeding ten opsigte van sodanige bydrae van die bydraer ontvang nie.

(9) Wanneer 'n bydraer met verlof met volle besoldiging of minder as vollebesoldiging afwesig is en/of wanneer 'n bydraer korttyd werk, moet beide sy en die werkgewer se gewone bydraes en die werknemer se vrywillige bydraes, indien enige, voortgesit word.

(10) Indien enige bydrae per abuis aan die Fonds betaal word, is die Fonds na verloop van ses maande na die datum van sodanige betaling nie daarvoor aanspreeklik om sodanige bydrae terug te betaal nie.

of the time so worked, an amount made up as follows, with a minimum contribution of 50c per week and with a maximum contribution of R2 per week:

| Weekly deduction | Number of units |
|------------------|-----------------|
| 50c..... | 1 |
| R1..... | 2 |
| R1,50..... | 3 |
| R2..... | 4: |

Provided that—

(i) where a contributor wishes to contribute for five or more units in any week, the prior permission of the Management Committee shall be obtained to do so;

(ii) subject to paragraph (d), no deduction shall be made from the wages of an employee in respect of voluntary contributions unless the employer concerned is in receipt of a stop-order duly signed by the contributor concerned authorising the deduction of an amount for one or more units;

(iii) on receipt of a stop-order from the Fund duly signed by the contributor concerned, an employer shall, as from the pay-week specified therein, deduct from his employees' wages, the weekly amount stipulated in the stop-order;

(iv) where a contributor changes his employment within the Industry, i.e. leaves the service of one employer to enter the service of a second employer, the latter employer shall deduct the amount, if any respecting voluntary contributions to the Fund, with effect from the first pay-week of the contributor concerned.

(4) No new contributor shall be admitted to membership if 50 years of age and over (female) and 55 years of age and over (male).

(5) The employer shall forward to the Council month by month, but not later than the 14th day of each month, the total sum due to the Fund made up as follows:

- (a) Employees' ordinary contributions in terms of subclause (1);
- (b) employers' ordinary contributions in terms of subclause (2);
- (c) employees' voluntary contributions in terms of subclause (3).

(6) Such total sum shall be accompanied by a summary showing—

(a) the number of ordinary contributions deducted from the wages of employees during each week of the month in question and the total amount of employees' ordinary contributions;

(b) the number of ordinary employers' contributions in respect of each week of the month in question and the total amount of employers' ordinary contributions;

(c) for the period 1 April 1979 to 30 September 1979—the name and service card number of each contributor and the amount deducted in respect of each week of the month in question and the total amount of employees' voluntary contributions;

from 1 October 1979—the total amount deducted in respect of each week of October 1979 according to a master list supplied to the employer by the Fund.

For each subsequent month, any additions to or deletions from the master list shall be indicated on the form supplied by the Fund.

(7) (a) *Employers'/Employees' ordinary contributions.*—The employer shall each quarter notify the Fund of all ordinary contributors who have been absent without pay for four or more consecutive pay-weeks.

(b) *Employees' voluntary contributions.*—The employer shall each month notify the Fund, on the form provided by the Fund, of all voluntary contributors who have been absent without pay for one or more consecutive pay-weeks during the month in question.

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

(9) When a contributor is on leave on full pay or less than full pay and/or when a contributor is on short-time, both his and the employer's ordinary contribution and the employee's voluntary contribution, if any, shall be continued.

(10) 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.

(11) Wanneer enige bystand per abuis aan 'n bydraer uitbetaal is as gevolg daarvan dat sodanige bydraer aan die Fonds geld betaal het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, aftrek—

(a) van enige bedrag wat van die Fonds geëis word as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie; en

(b) van enige toekomstige bystand wat die Fonds aan genoemde bydraer verskuldig mag word.

(12) *Datum waarop die eerste bedrag afgetrek word in die geval van werknemers se vrywillige bydraes.*—Bydraers word toegelaat om tot die Fonds by te dra ingevolge klousule 6 (3) van hierdie Ooreenkoms slegs met ingang van die jaarlikse hersieningsdatums, d.w.s. vanaf die eerste betaalweek in April 1979, April 1980 en April 1981, na gelang van die geval.

Ondanks hierdie bepaling, moet bydraers toegelaat word om by te dra met ingang van enige betaalweek vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 30 September 1979.

(13) *Wysiging van aftrekorders ten opsigte van werknemers se vrywillige bydraes.*—Bydraers mag slegs toegelaat word om hulle aftrekorders ten opsigte van werknemers se vrywillige bydraes te wysig met ingang van die jaarlikse hersieningsdatums in subklousule (12) bedoel deur die aftrekorders op hul lone te verhoog of te verminder: Met dien verstande dat bydraers nie toegelaat mag word om hul aftrekorders tot onder een eenheid te verminder nie.

Dit is die plig van bydraers om minstens 14 dae voor die jaarlikse hersieningsdatums die Fonds in kennis te stel van enige sodanige verhoging of vermindering.

7. FINANSIES

(1) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang is, en opvraging uit die Fonds moet geskied per tjek, onderteken deur diegene wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig word.

(2) Geld wat nie vir die bestryding van lopende uitgawes nodig is nie, moet deur die Bestuurskomitee belê word in—

(a) wissels, obligasies of effekte uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika;

(b) wissels, obligasies of effekte uitgereik of gewaarborg deur of deposito's by 'n plaaslike owerheid in die Republiek van Suid-Afrika wat regtens gemagtig is om belasting op vaste eiendom te hef;

(c) wissels, obligasies of effekte uitgereik deur die Randwateraad, die S.A. Yster en Staal Industriële Korporasie Bepker of die Elektriesiteitsvoorsieningskommissie;

(d) goedgekeurde trustbeleggings wat aanvaar is deur die Meester van die Hooggeregshof;

(e) Nasionale Spaarsertifikate;

(f) Opspaarbankrekenings of -sertifikate;

(g) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke; of

(h) op enige ander wyse wat deur die Registrateur goedgekeur is:

Met dien verstande dat die Bestuurskomitee uit die rente op beleggings of uit geld wat aan die Fonds verbeur word, 'n bedrag van hoogstens R300 000 (driehonderduisend rand) in 'n kalenderjaar mag uithou vir die doel wat in klousule 8 (5) gemeld word.

(3) Die Bestuurskomitee kan by wyse van 'n besluit geneem op 'n behoorlik gekonstitueerde vergadering van die Komitee, magtiging daartoe verleen dat die rente wat ingevolge subklousule (2) hiervan uit beleggings verkry word, na 'n Rekening vir Spesiale Gevalle oorgeplaas word vir die toepassing van klousule 11 (2) van hierdie Ooreenkoms: Met dien verstande dat die bedrag aan rente wat aldus oorgedra word, in geen tydperk van ses maande wat onderskeidelik op 30 Junie en 31 Desember eindig, meer mag wees nie as die bedrag wat die Fonds werklik gedurende sodanige tydperk aan rente ontvang het min die administrasieuitgawes van die Fonds vir die betrokke tydperk.

(4) Die Bestuurskomitee moet 'n openbare rekenmeester aanstel wie se besoldiging uit die Fonds betaal moet word.

Die rekenmeester moet elke ses maande geouditeer word vir die tydperke wat onderskeidelik op 30 Junie en 31 Desember eindig, en 'n kopie moet aan die Sekretaris van die Raad en aan die Sekretaris van Arbeid gestuur word.

8. BYSTAND

(1) Bystand moet verleen word aan bydraers wat—

(a) die Nywerheid verlaat by bereiking van die aftreeouderdom van 55 in die geval van vroue en 60 in die geval van mans; of

(11) Whenever any benefit has been mistakenly paid to a contributor as a result of such contributor having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

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

(b) against any future benefits that may become due by the Fund to the said contributor.

(12) *Date of first deduction in the case of employees' voluntary contributions.*—Contributors shall only be permitted to contribute in terms of clause 6 (3) of this Agreement with effect from the annual revision dates, i.e. from the first pay-week in April 1979, April 1980 and April 1981, as the case may be.

Notwithstanding this provision, contributors shall be permitted to contribute with effect from any pay-week after the date of coming into operation of this Agreement until 30 September 1979.

(13) *Variation of stop-orders in respect of employees' voluntary contributions.*—Contributors shall only be permitted to vary their stop-orders in respect of employees' voluntary contributions with effect from the annual revision dates referred to in subclause (12) by increasing or decreasing the stop-orders on their wages: Provided that contributors shall not be permitted to decrease their stop-orders to less than one unit.

The onus shall be on contributors to notify the Fund of any such increase or decrease at least 14 days before annual revision dates.

7. FINANCE

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

(2) Any moneys not required to meet current payments shall be invested by the Management Committee in—

(a) bills, bonds or securities issued or guaranteed by the Government of the Republic of South Africa;

(b) bills, bonds or securities issued or guaranteed by or deposits with any local authority in the Republic of South Africa authorised by law to levy rates upon immovable property;

(c) bills, bonds or securities issued by the Rand Water Board, the S.A. Iron and Steel Industrial Corporation Limited or the Electricity Supply Commission;

(d) approved trust investments accepted by the Master of the Supreme Court;

(e) National Savings Certificates;

(f) Post Office Savings accounts or certificates;

(g) savings accounts, permanent shares or fixed deposits in building societies or banks; or

(h) in any other manner approved by the Registrar:

Provided that each year the Management Committee may reserve out of interest on investments or out of moneys forfeited to the Fund an amount not exceeding R300 000 (three hundred thousand rand) in any calendar year for the purpose set out in clause 8 (5).

(3) The Management Committee may, by resolution, at a duly constituted meeting of the Committee, authorise the transfer of interest earned on investments in terms of subclause (2) hereof to a Special Cases Account for the purposes of clause 11 (2) of this Agreement: Provided that the amount in interest so transferred shall in no period of six months ending 30 June and 31 December respectively, exceed the amount in interest actually received by the Fund during such period, less the administration expenses of the Fund for the period in question.

(4) The Management Committee shall appoint a public accountant whose remuneration shall be paid out of the Fund.

The accounts shall be audited every six months for the periods ended 30 June and 31 December respectively and a copy shall be transmitted to the Secretary of the Council and a copy to the Secretary for Labour.

8. BENEFITS

(1) Benefits shall be provided to contributors who—

(a) leave the Industry on reaching the retiring age of 55 in the case of females and 60 in the case of males; or

(b) die Bestuurskomitee daarvan oortuig dat hulle die Nywerheid voor sodanige aftree-ouderdom vir goed verlaat het.

(2) *Aanstelling van bevoordeeldes.*—Van elke bydraer word vereis om 'n bevoordeelde te benoem aan wie, ingeval van die afsterwe van die bydraer, enige bystand wat aan sodanige bydraer verskuldig is, betaal moet word. Ingeval die naam van so 'n benoemde nie aan die Fonds verstrek is nie, moet enige bystand wat ten tyde van die bydraer se afsterwe verskuldig is, in die boedel van sodanige gestorwe bydraer gestort word.

(3) *Aansoekvorm.*—Aansoeke om bystand moet, na gelang van die betrokke tipe aansoek, in die vorm soos in Aanhangsels A tot G hiervan aangedui, ingedien word.

(4) *Benoeming van bevoordeeldes.*—Daar word van elke bydraer vereis om 'n staat in die vorm van Aanhangel F in te stuur.

(5) *Behuisinglenings.*—'n Bedrag van hoogstens R300 000 (driehonderdduisend rand) kan deur die Bestuurskomitee in enige kalenderjaar beskikbaar gestel word vir behuisinglenings aan bydraers, behoudens voorwaardes wat die Bestuurskomitee van tyd tot tyd mag bepaal.

Sodanige lenings word alleen toegestaan na goedvinde van die Bestuurskomitee en by voorlegging aan die Sekretaris van die Fonds van sekuriteit tot tevredeheid van die Bestuurskomitee.

Lenings mag in geen geval R12 500 (twaalfduisend vyfhonderd rand), te bowe-gaan nie—terugbetaalbaar teen paaiemente wat van tyd tot tyd deur die Bestuurskomitee vasgestel mag word.

By ontvangs van 'n aftrekorder ten opsigte van 'n behuisinglening, behoorlik deur die betrokke werknemer onderteken, moet 'n werkgewer, vanaf die eersvolgende betaalweek, van sy werknemer se loon die weeklikse bedrag aftrek wat in die aftrekorder genoem word en die totale som maand vir maand, maar voor of op die 14de dag van elke maand, aan die Sekretaris van die Fonds stuur.

9. BEDRAG VAN BYSTAND

Gewone bystand (uitgesonderd bystand wat ontstaan uit werknemer se vrywillige bydraes).

(1) *Uittredingsbystand.*—Behoudens paragraaf (a) hiervan is die minimum bystand wat aan bydraers betaal moet word, soos volg:

(a) *Minder as ses maande.*—Waar die bydraer minder as ses maande 'n bydraer was, is hy nie geregtig op 'n terugbetaling van sy eie bydraes nie en ook nie op die bedrag wat namens hom deur die werkgewer bygedra is nie, d.w.s. beide die bedrag wat deur die werknemer bygedra is en die bedrag wat deur die werkgewer bygedra is, word aan die Fonds verbeur.

(b) *Ses maande en meer maar minder as twee jaar.*—Waar die bydraer ses maande en meer maar minder as twee jaar 'n bydraer was, is hy geregtig op 'n terugbetaling van slegs sy eie bydraes, d.w.s. die bedrag wat deur die werkgewer bygedra is, word glad nie in aanmerking geneem nie.

(c) *Twee jaar en meer maar minder as drie jaar.*—Waar 'n bydraer twee jaar en meer maar minder as drie jaar 'n bydraer was, is hy geregtig op 'n terugbetaling van sy eie bydraes, plus 10 persent.

(d) Vir elke addisionele jaar ten opsigte waarvan bydraes betaal is, is hy geregtig op 'n addisionele 5 persent, bv. vir drie jaar waarin bydraes betaal is, is hy geregtig op sy eie bydraes plus 15 persent: Met dien verstande dat sodanige addisionele persentasie hoogstens 100 persent mag wees.

(e) *Elke voltooide jaar van lidmaatskap vanaf 1 Augustus 1976.*—Ten opsigte van elke voltooide tydperk van lidmaatskap vir een jaar vanaf 1 Augustus 1976 is 'n bydraer geregtig op 5 persent van die werkgewer se bykomende bydraes wat namens hom gemaak is ooreenkomstig klousule 6 (1) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1257 van 23 Julie 1976: Met dien verstande dat sodanige addisionele persentasie hoogstens 100 persent mag wees.

(f) *Elke voltooide jaar van lidmaatskap vanaf 1 April 1979 of 1 April 1980.*—Ten opsigte van elke voltooide tydperk van lidmaatskap vir een jaar vanaf 1 April 1979 of 1 April 1980, na gelang van die geval, is 'n bydraer geregtig op 5 persent van die werkgewer se bydraes namens hom: Met dien verstande dat sodanige addisionele persentasie hoogstens 100 persent mag wees: Voorts met dien verstande dat die uitdrukking "werkgewer se bydraes" vir die toepassing van hierdie paragraaf beteken 'n bedrag van 5c per week van die werkgewer se bydraes in klousule 6 (2) gespesifiseer.

(2) *Bystand wat ontstaan uit werknemers se vrywillige bydraes.*—(a) Bystand wat ontstaan uit werknemers se vrywillige bydraes ingevolge klousule 6 (3) van hierdie Ooreenkoms moet aan bydraers betaal word slegs terselfdertyd as en benewens die gewone bystand wat voorgeskryf is in subklousule (1) (gewone uittredingsbystand), (3) (aftredingsbystand), (4)

(b) satisfy the Management Committee that they have left the Industry permanently before such retiring age.

(2) *Appointment of beneficiaries.*—Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor shall be paid. In the event of the Fund not being in possession of the name of any such nominee any benefits due at the time of a contributors death shall be paid into the estate of such deceased contributor.

(3) *Form of application.*—The form in which applications for benefits are submitted shall be as set out in Annexures A to G hereto, according to the type of application involved.

(4) *Nomination of beneficiaries.*—Every contributor shall be required to forward a statement in the form of Annexure F.

(5) *Housing loans.*—An amount not exceeding R300 000 (three hundred thousand rand) in any calendar year may be made available by the Management Committee for housing loans to contributors, subject to such conditions as the Management Committee may, from time to time, decide.

Such loans shall only be granted at the discretion of the Management Committee and on the lodging with the Secretary of the Fund of security to the satisfaction of the Management Committee.

Loans shall in no case exceed R12 500 (twelve thousand five hundred rand), repayable at such rates as may, from time to time, be determined by the Management Committee.

On receipt of a stop-order in respect of a housing loan duly signed by the employee concerned, an employer shall, as from the next ensuing pay-week, deduct from his employee's wages the weekly amount stipulated in the stop-order and shall forward month by month, but not later than the 14th day of each month, the total sum to the Secretary of the Fund.

9. AMOUNT OF BENEFITS

Ordinary benefits (excluding benefits arising from employees' voluntary contributions).

(1) *Withdrawal benefits.*—Save as provided in paragraph (a) hereof, the minimum benefits payable to contributors shall be as follows:

(a) *Less than six months.*—Where a contributor has been a contributor for less than six months, he shall not be entitled to a refund of his own contributions nor to the amount contributed on his behalf by his employer, i.e. both the amount contributed by the employee and the amount contributed by the employer shall be forfeited to the Fund.

(b) *Six months and over but less than two years.*—Where a contributor has been a contributor for six months and over but less than two years, he shall be entitled only to a refund of his own contributions, i.e. disregarding entirely the amount contributed by the employer on his behalf.

(c) *Two years and over but less than three years.*—Where the contributor has been a contributor for two years but less than three years, he shall be entitled to a refund of his own contributions, plus 10 per cent.

(d) For every additional year of contributions paid he shall be entitled to an additional 5 per cent, e.g. for three years of contributions paid he shall be entitled to his own contributions plus 15 per cent: Provided that such additional percentage shall not exceed 100 per cent.

(e) *Every completed year of membership from 1 August 1976.*—In respect of every completed period of one year's membership dating from 1 August 1976, a contributor shall be entitled to 5 per cent of the employer's supplementary contributions on his behalf made in terms of clause 6 (1) of the Agreement published under Government Notice R. 1257 of 23 July 1976: Provided that such additional percentage shall not exceed 100 per cent.

(f) *Every completed year of membership from 1 April 1979 or 1 April 1980.*—In respect of every completed period of one year's membership dating from 1 April 1979 or 1 April 1980, as the case may be, a contributor shall be entitled to 5 per cent of the employer's contributions on his behalf: Provided that such additional percentage shall not exceed 100 per cent: Provided further that for the purposes of this paragraph the term "employer's contributions", shall mean an amount of 5c per week of the employer's contributions specified in clause 6 (2).

(2) *Benefits arising from employees' voluntary contributions.*—(a) Benefits arising from employees' voluntary contributions in terms of clause 6 (3) of this Agreement, shall be payable to contributors only at the same time and in addition to the ordinary benefits prescribed in subclauses (1) (ordinary

(bystand ten opsigte van vorige diens), (5) (ongeskiktheidsbystand), (9) (bonusbystand) en, in die geval van doodsbystand ingevolge subklousule (6), aan die bevoordeelde of bevoordeeldes van afgestorwe bydraers.

(b) Die minimum bystand wat aan vrywillige bydraers betaalbaar is, moet die totale bedrag wees wat sodanige bydraers aan die Fonds betaal het ingevolge klousule 6 (3) van hierdie Ooreenkoms, plus rente teen 'n koers wat deur die Bestuurskomitee vasgestel moet word.

(c) Die Bestuurskomitee kan van tyd tot tyd die bystand wat in paragraaf (b) voorgeskryf word, verhoog deur 'n bonus te verklaar wanneer die finansies van werknemers se vrywillige bydraes verbeter deurdat rente ooploop deur die belegging van fondse:

Met dien verstande dat enige sodanige bonus vasgestel moet word slegs nadat 'n aktuaris ondersoek ingestel het na die bates en laste van die rekening van die werknemers se vrywillige bydraes:

Voorts met dien verstande dat sodanige bonus nie meer mag wees nie as 'n bedrag of persentasie wat sodanige aktuaris aanbeveel.

Enige sodanige bonus moet aan vrywillige bydraers betaal word terselfdertyd as en benewens die bystand wat in paragraaf (b) voorgeskryf is.

(d) *Werknemers se vrywillige bystand mag nie gesedeer of afgestaan word nie.*—Klousule 13 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing ten opsigte van vrywillige bydraes wat ingevolge klousule 6 (3) van hierdie Ooreenkoms deur werknemers tot die Fonds bygedra is.

(3) *Aftredingsbystand.*—(a) Wanneer die bydraer die ouderdom van 60 jaar in die geval van mans en 55 jaar in die geval van vroue bereik, moet die bystand wat aan hom betaal moet word gelyk wees aan twee maal die bedrag bereken ingevolge subklousule (1): Met dien verstande dat die bedrag aldus bereken nie onderworpe is aan die beperking van 100 persent in die voorbehoudsbepaling van genoemde subklousule bedoel nie.

(b) *Opsionele vroeë aftreding.*—Behoudens die geval waar 'n bydraer kragtens subklousule (5) vir 'n bedrag in aanmerking kom en so 'n bedrag wel aan hom betaal word, mag daar te eniger tyd nadat 'n vroulike bydraer die ouderdom van 50 en 'n manlike bydraer die ouderdom van 55 bereik het, by die Fonds om aftredingsbystand aansoek gedoen word.

Mits die Komitee daarvan oortuig is dat die bydraer nie tot die Nywerheid sal terugkeer nie, kan die Komitee bystand volgens die volgende skaal magtig:

| Ouderdom | | Bystand |
|----------|-------|----------------------------------|
| Mans | Vroue | |
| 55 | 50 | Uittredingsbystand + Nul. |
| 56 | 51 | Uittredingsbystand + 20 persent. |
| 57 | 52 | Uittredingsbystand + 40 persent. |
| 58 | 53 | Uittredingsbystand + 60 persent. |
| 59 | 54 | Uittredingsbystand + 80 persent. |

(c) *Opsionele laat aftreding.*—Wanneer 'n bydraer die aftree-ouderdom bereik maar in diens bly, kan hy kies of hy by diensbeëindiging of by bereiking van die ouderdom van 60 in die geval van vroue of 65 in die geval van mans wil aftree, naamlik die vroegste datum, en is hy by diensbeëindiging of by bereiking van die ouderdom van 60 in die geval van vroue of 65 in die geval van mans, naamlik die vroegste datum, geregtig op uittredingsbystand wat gelyk is aan twee maal die bedrag bereken ingevolge subklousule (1):

Met dien verstande dat die bedrag aldus bereken nie onderworpe is aan die beperking van 100 persent in die voorbehoudsbepaling van genoemde subklousule bedoel nie.

(d) *Bewys van ouderdom.*—Alle aansoekers om aftredingsbystand moet 'n bewys van ouderdom voorlê wat vir die Komitee aanvaarbaar is en die Komitee het die reg om enige betaalbare bystand aan te pas indien 'n bydraer se juiste ouderdom verskil van dié wat oorspronklik aangegee is.

(4) *Bystand ten opsigte van vorige diens.*—Vorige diens beteken diens in die Klerasiennywerheid (Kaap) voor die instelling van die Bystandsfonds: Met dien verstande dat geen bystand ten opsigte van vorige diens mag toeval aan werknemers wat nie voorheen tot die Fonds bygedra het nie en wat na 1 Januarie 1964 weer in die Klerasiennywerheid (Kaap) in diens tree: Voorts met dien verstande dat, wanneer 'n bydraer weer tot die Nywerheid terugkeer nadat bystand wat aan hom verskuldig was, ingevolge klousule 10 aan die Fonds verbeur is, geen bystand ten opsigte van vorige diens aan hom mag toeval nie en hy geag word 'n nuwe bydraer te wees.

withdrawal benefits), (3) (retirement benefits), (4) (past service benefits), (5) (disability benefits), (9) (bonus benefits) and in the case of death benefits in terms of subclause (6), to the beneficiary or beneficiaries of deceased contributors.

(b) The minimum benefits payable to voluntary contributors shall be the total amount contributed by such contributors to the Fund in terms of clause 6 (3) of this Agreement plus interest, the rate of which shall be determined by the Management Committee.

(c) The Management Committee may, from time to time, increase the benefits as provided in paragraph (b) by declaration of a bonus in the light of improvement in the finances of employees' voluntary contributions through interest derived from the investment of funds:

Provided that any such bonus shall be determined only after an investigation by an actuary into the assets and liabilities of the employees' voluntary contributions account:

Provided further that such bonus shall not be in excess of any amount or percentage recommended by such actuary.

Any such bonus shall be payable to voluntary contributors at the same time and in addition to the benefits prescribed in paragraph (b).

(d) *Employees' voluntary benefits not to be ceded or assigned.*—The provisions of clause 13 of this Agreement shall *mutatis mutandis* apply in respect of voluntary contributions contributed by employees' to the Fund in terms of clause 6 (3) of this Agreement.

(3) *Retirement benefits.*—(a) Where the contributor reaches the age of 60 years in the case of a male, or the age of 55 years in the case of a female, the benefit to be paid to him shall be equal to twice that calculated in terms of subclause (1): Provided that the amount so calculated shall not be subject to the limitation of 100 per cent referred to in the proviso to that subclause.

(b) *Optional early retirement.*—Except where a contributor qualifies for and is paid an amount in terms of subclause (5), application may be made to the Fund for retirement benefits at any time after the contributor, in the case of females has reached the age of 50 and in the case of males has reached the age of 55.

Providing the Committee is satisfied that the contributor will not return to the Industry, the Committee may authorise benefits on the following scale:

| Age | | Benefits |
|-------|---------|------------------------------------|
| Males | Females | |
| 55 | 50 | Withdrawal benefits + Nil. |
| 56 | 51 | Withdrawal benefits + 20 per cent. |
| 57 | 52 | Withdrawal benefits + 40 per cent. |
| 58 | 53 | Withdrawal benefits + 60 per cent. |
| 59 | 54 | Withdrawal benefits + 80 per cent. |

(c) *Optional late retirement.*—Where a contributor reaches the retiring age, but remains in employment, the contributor may elect to retire on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, and shall be entitled on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, to a benefit equal to twice that calculated in terms of subclause (1):

Provided that the amount so calculated shall not be subject to the limitation of 100 per cent referred to in the proviso to that subclause.

(d) *Proof of age.*—All applicants for retirement benefits shall produce such proof of age as is acceptable to the Committee, and the Committee shall have the right to adjust any benefit payable should a contributor's correct age differ from that originally stated.

(4) *Past service benefit.*—Past service shall mean service in the Clothing Industry (Cape) prior to the establishment of the Provident Fund: Provided that no past service benefits shall accrue to employees who have not previously contributed to the Fund and who re-enter the clothing Industry (Cape) after 1 January 1964: Provided further that where a contributor returns to the Industry after any benefits due to him have been forfeited to the Fund in terms of clause 10, no past service benefits shall accrue to him and he shall be regarded as a new contributor.

Behoudens die voorbehoudsbepaling hierbo bedoel en subklousule (7), is bydraers wie se werklike getal bydraweke altesaam minstens 260 weke is, en wat voor of op 4 Mei 1939 in die Nywerheid in diens was, benewens enige ander bystand wat in hierdie Ooreenkoms voorgeskryf word, volgens die volgende skaal geregtig op bystand ten opsigte van vorige diens:

By afsterwe, aftreding weens swak gesondheid en aftreding weens ouderdom: R20 vir elke jaar vorige diens.

In die geval van opsionele vroeë aftreding is bystand ten opsigte van vorige diens vir diegene wat ingevolge hierdie subklousule daarvoor in aanmerking kom, volgens die volgende skaal betaalbaar:

| Ouderdom by aftreding | | Voordeel |
|-----------------------|-------|---|
| Mans | Vroue | |
| 55 | 50 | 50 persent van die bystand ten opsigte van vorige diens. |
| 56 | 51 | 60 persent van die bystand ten opsigte van vorige diens. |
| 57 | 52 | 70 persent van die bystand ten opsigte van vorige diens. |
| 58 | 53 | 80 persent van die bystand ten opsigte van vorige diens. |
| 59 | 54 | 90 persent van die bystand ten opsigte van vorige diens. |
| 60 | 55 | 100 persent van die bystand ten opsigte van vorige diens: |

Met dien verstande dat in die geval van 'n bydraer wat in alle ander opsigte vir bystand ten opsigte van vorige diens in aanmerking kom maar wie se werklike getal bydraweke altesaam minder as 260 weke maar meer as 182 weke is, die Komitee na goedvinde die betaling kan magtig van 'n bedrag aan bystand ten opsigte van vorige diens wat gelyk is aan die bedrag wat die bydraer sou ontvang het indien sy werklike getal bydraweke altesaam minstens 260 weke was, min 25 persent.

(5) *Bystand aan bydraers wat die Nywerheid weens ernstige swak gesondheid of ongeskiktheid vir goed verlaat voordat hulle die aftree-ouderdom (nl. 60 vir mans en 55 vir vroue) bereik.*—Die Bestuurskomitee kan, wanneer een of meer mediese sertifikate tot tevredenheid van die Komitee aan hom voorgelê word, magtiging daartoe verleen dat die bystand wat betaal moet word, ingevolge subklousule (3) (a) bereken word:

Met dien verstande dat geen eis oorweeg moet word nie tensy aansoek gedoen word binne 'n tydperk van ses maande vanaf die tyd waarin die betrokke persoon laas in die Nywerheid in diens was. Ondanks hierdie bepaling, kan die Komitee na goedvinde ongeskiktheidsbystand magtig in spesiale gevalle wat sodanige behandeling regverdig.

(6) *Bystand wanneer bydraer te sterwe kom.*—Die Bestuurskomitee moet, wanneer bewys van die afsterwe van 'n bydraer voorgelê word, magtiging daartoe verleen—

(a) dat 'n bedrag gelyk aan twee maal die gewone uitredingsbystand waarop die bydraer op die datum van afsterwe ingevolge subklousule (1) hiervan geregtig sou wees, betaal word;

(b) dat 'n addisionele bedrag wat soos volg vasgestel word, betaal word:

| Getal bydraweke van afgestorwe bydraer | Bedrag betaalbaar |
|--|-------------------|
| | R |
| 520 weke of minder..... | 200 |
| 521 weke tot 780 weke..... | 300 |
| 781 weke tot 1 040 weke..... | 350 |
| 1 041 weke of meer..... | 400: |

Met dien verstande dat wanneer 'n bydraer na die Nywerheid terugkeer nadat 'n eis ingevolge subklousule (1) (uitredingsbystand) of subklousule (5) (ongeskiktheidsbystand) betaal was, slegs die getal bydraweke na die datum waarop die bydraer na die Nywerheid teruggekeer het in ag geneem word om sodanige addisionele bedrag vas te stel.

(7) Ten einde die bydratydperk te bereken, word die bydraer geag by te gedra het gedurende die totale tydperk waarvan sy werkgewers die Fonds van tyd tot tyd in kennis gestel het, en tydelike afwesighede van sy werke vir tydperke van minder as vier agtereenvolgende betaalweke word nie in aanmerking geneem nie, afgesien daarvan of daar werklik bydraes ten opsigte van sodanige afwesighede ontvang is of nie.

Subject to the proviso referred to above and the provisions of subclause (7), contributors whose actual number of weeks of contribution total not less than 260 weeks and who were in the Industry on or before 4 May 1939, are, in addition to any other benefits prescribed in this Agreement, entitled to past service benefits on the following scale:

On death, ill-health retirement and on age retirement: R20 per year of past service.

In the case of optional early retirement, past service benefits to those who qualify in terms of this subclause shall be on the following scale:

| Age at retirement | | Benefits |
|-------------------|---------|---------------------------------------|
| Males | Females | |
| 55 | 50 | 50 per cent of past service benefit. |
| 56 | 51 | 60 per cent of past service benefit. |
| 57 | 52 | 70 per cent of past service benefit. |
| 58 | 53 | 80 per cent of past service benefit. |
| 59 | 54 | 90 per cent of past service benefit. |
| 60 | 55 | 100 per cent of past service benefit: |

Provided that in the case of a contributor who otherwise qualifies for past service benefits but whose actual number of weeks of contribution total less than 260 weeks but more than 182 weeks, the Committee, at its discretion, may authorise payment of an amount in past service benefits equivalent to the amount which the contributor would have received if his actual number of weeks of contribution totalled not less than 260 weeks, less 25 per cent.

(5) *Benefits to contributors who leave the Industry permanently owing to serious ill-health or incapacity prior to reaching retiring age (i.e. 60 in the case of males and 55 in the case of females).*—The Management Committee may upon production of one or more medical certificates satisfactory to the Committee authorise that the benefit to be paid shall be calculated in terms of subclause (3) (a):

Provided that no claim shall be considered unless application is made within a period of six months from the time the person concerned was last employed in the Industry. Notwithstanding this provision, the Committee, at its discretion, may authorise disability benefits in special cases which warrant such treatment.

(6) *Benefits where contributor dies.*—The Management Committee, upon production of proof of the decease of a contributor, shall authorise—

(a) that the ordinary withdrawal benefits to which the contributor would have been entitled as at the date of decease in terms of subclause (1) hereof be doubled;

(b) that an additional amount, determined as follows, be paid:

| Number of weeks of contribution of deceased | Amount payable |
|---|----------------|
| | R |
| 520 weeks or less..... | 200 |
| 521 weeks to 780 weeks..... | 300 |
| 781 weeks to 1 040 weeks..... | 350 |
| 1 041 weeks or more..... | 400: |

Provided that where a contributor returns to the Industry after payment of a claim in terms of subclause (1) (withdrawal benefit) or subclause (5) (disability benefit), only the number of weeks of contribution to the Fund after the date of such re-entry shall be counted in order to determine such additional amount.

(7) For the purpose of calculating the period of contribution, the contributor shall be deemed to have contributed during the entire periods notified to the Fund by his employers from time to time, and temporary absences from work for periods of less than four consecutive pay-weeks shall be disregarded, irrespective of the fact that no contributions may actually have been received in respect of such absences.

Voorts mag geen werknemer benadeel word nie ten opsigte van 'n dienstydperk waarin hy tot die Fonds behoort by te gedra het en ten opsigte waarvan sy werkgever nagelaat het om bydraes in te betaal.

(8) Ten einde die vorige diens ten opsigte van bystand vir vorige diens te bereken, word slegs dienstydperke voor 4 Mei 1953, met inbegrip van onderbroke diens, wat tot tevredenheid van die Bestuurskomitee bewys word, in aanmerking geneem.

Ten einde uittredingsbystand te bereken, word die werklike getal bydraewe bereken sodat die kapitaalbedrag bereken kan word voordat enige verskuldigde persentasie bygevoeg word, maar die werklike persentasie word gegrond op die tydperk waarin bydraes deur die bydraer aan die Fonds betaal is, en hierby word alle tydperke van onderbroke diens buite rekening gelaat.

(9) *Bonusbystand*.—In die geval van 'n bydraer wat in aanmerking kom vir—

- (a) gewone aftredingsbystand ingevolge subklousule (3) (a);
- (b) opsionele vroeë aftredingsbystand ingevolge subklousule (3) (b);
- (c) laat aftredingsbystand ingevolge subklousule (3) (c); of
- (d) ongeskiktheidsbystand ingevolge subklousule (5);

moet die totaal van sy eie bydraes tot en met 31 Desember 1978 met 20 persent verhoog word, en sodanige verhoogde totaal dien dan as grondslag vir die berekening van sy bystand:

Met dien verstande dat, in die geval van opsionele vroeë aftredingsbystand, die betrokke bydraer meer as 520 weke tot die Fonds moes bygedra het.

10. BETALING VAN BYSTAND

(1) Eise wat deur bydraers ingestel word, moet so vinnig doenlik afgehandel word ten einde spoedige uitbetaling te verseker in alle gevalle waar die Komitee oortuig is dat die reëls van die Fonds nagekom is.

(2) Geen uittredingsbystand soos in klousule 9 (1) bepaal, word egter ten opsigte van 'n eis betaal nie totdat 'n tydperk van minstens een jaar verstryk het vanaf die datum waarop die betrokke persoon laas in die Nywerheid gewerk het.

(3) In die geval van 'n bydraer wat na die Nywerheid terugkeer voordat sodanige eis betaal is, vervall die eise outomaties en word bydraes onverwylde hervat.

(4) Wanneer 'n bydraer na die Nywerheid terugkeer nadat 'n eis betaal is, moet hy, indien onder die ouderdom van 55 (man) of 50 (vrou), geag word 'n nuwe bydraer te wees. Indien sodanige bydraer egter reeds 55 (man) of 50 (vrou) is, word hy nie toegelaat om weer by die Fonds aan te sluit nie.

(5) Ingeval 'n aangestelde bevooroordeelde nie die bystand eis wat ingevolge hierdie klousule verskuldig is nie, moet sodanige bystand in die boedel van die gestorwe lid gestort word.

(6) Die Bestuurskomitee moet toesien dat daar voor of op 31 Maart van die jaar wat volg op enige kalenderjaar, 'n kennisgewing gepubliseer word waarin verklaar word dat 'n lys van alle persone wat nie gedurende die afgelope jaar bystand geëis het nie, op die kantoor van die Fonds ter insae lê.

(7) In die kennisgewing moet 'n beroep gedoen word op alle belanghebbende persone om binne 'n tydperk van 12 maande eise vir bystand in te dien en om volledige besonderhede te verskaf van die gronde waarop sodanige eise ingestel word.

(8) Die kennisgewing moet gepubliseer word in drie agtereenvolgende uitgawes van minstens een Engelse en een Afrikaanse koerant wat in die jurisdiksiegebied van die Nywerheidsraad vir die Klerasiennywerheid (Kaap) in omloop is.

(9) Die Bestuurskomitee moet sodanige eise oorweeg en aan enige persoon of persone wat eise ingestel het op die wyse wat hierin voorgeskryf word, na sy goeëdunke 'n bedrag uitbetaal wat hoogstens gelyk is aan die volle bystand wat aan die bydraer verskuldig is, min die advertensiekoste. Ingeval geen eis binne genoemde tydperk van 12 maande deur of namens enige sodanige bydraer ingestel word nie, word enige bystand wat aan hom verskuldig is, aan die Fonds verbeur.

11. ADDISIONELE BYSTAND

(1) Die Bestuurskomitee kan van tyd tot tyd die bystand wat in hierdie Ooreenkoms bedoel word, verhoog deur 'n bonus te verklaar wanneer die finansies van die Fonds verbeter deurdra—

(a) rente oploop;

(b) bydraers die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgevers se bydraes in aanmerking kom;

Met dien verstande dat enige sodanige bonus slegs na 'n ondersoek deur 'n aktuaris na die laste van die Fonds vasgestel moet word: Voorts met dien verstande dat sodanige bonus nie meer

Furthermore, no employee shall be prejudiced in respect of any period of employment during which he should have contributed to the Fund in respect whereof his employer failed to submit contributions.

(8) For the purpose of calculating past service in respect of past service benefits, only periods of employment, including broken service, prior to 4 May 1953, which are proved to the satisfaction of the Management Committee shall count.

For the purpose of calculating withdrawal benefits, the actual weeks of contribution shall be calculated for the purpose of assessing the capital sum prior to adding any percentages due, but the actual percentage shall be based on the period during which contributions were paid to the Fund by the contributor, ignoring any periods of broken service.

(9) *Bonus benefits*.—A contributor who qualifies for—

- (a) a normal retirement benefit in terms of subclause (3) (a);
- (b) an optional early retirement benefit in terms of subclause (3) (b);
- (c) a late retirement benefit in terms of subclause (3) (c); or
- (d) a disability benefit in terms of subclause (5);

shall have the total of his own contributions up to and including 31 December 1978 increased by 20 per cent and such increased total shall be the basis on which his benefit shall be calculated:

Provided that in the case of an optional early retirement benefit, the contributor concerned shall have contributed to the Fund for more than 520 weeks.

10. PAYMENTS OF BENEFITS

(1) Claims submitted by contributors shall be dealt with as expeditiously as practicable to ensure speedy payment in all cases where the Committee is satisfied that the rules of the Fund have been complied with.

(2) No withdrawal benefits as provided in clause 9 (1) shall, however, be paid in respect of any claim until a period of at least one year has elapsed from the date the person concerned was last employed in the Industry.

(3) In the event of a contributor returning to the Industry before such claim has been met, the claim shall automatically lapse and contributions forthwith be resumed.

(4) Where a contributor returns to the Industry after payment of any claim he shall, if under the age of 55 (male) or 50 (female) be regarded as a new contributor. If, however, such contributor is already 55 (male) or 50 (female) he shall not be permitted to rejoin the Fund.

(5) In the event of an appointed beneficiary not claiming any benefits due in terms of this clause, such benefits shall be paid into the estate of the deceased member.

(6) The Management Committee shall not later than 31 March of the year following any calendar year cause to be published a notice stating that the names of all persons who had not claimed benefits during the past year are available for inspection at the office of the Fund.

(7) The notice shall call upon all interested persons to submit claims for benefits within a period of 12 months and to furnish full details of the grounds on which such claims are made.

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

(9) The Management Committee shall consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the contributor, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of any such contributor, within the said period of 12 months, any benefits due to him shall be forfeited to the Fund.

11. ADDITIONAL BENEFITS

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

(a) accrual of interest;

(b) contributors leaving the Industry before qualifying for the full 100 per cent of the employer's contributions:

Provided that any such bonus shall be determined only after an investigation by an actuary into the liabilities of the Fund: Provided further that such bonus shall not be in excess of any

mag wees as 'n bedrag wat sodanige aktuaris aanbeveel nie. Bydraers se rekenings moet gekrediteer word met enige sodanige bonus en die bonus moet terselfdertyd, en benewens die bystand wat by klousule 9 voorgeskryf word, aan sodanige lede betaalbaar wees.

(2) Die Bestuurskomitee kan ook geld gebruik wat uit subklousule (1) (a) en (b) afkomstig is, om die bystand te vergroot van persone wat minstens vyf jaar lank tot die Fonds bygedra het en weens swak gesondheid of ongeskiktheid verplig word om die Nywerheid vir goed te verlaat voordat hulle die aftree-ouderdom bereik, of wat die aftree-ouderdom bereik maar nie in aanmerking kom vir bystand ten opsigte van vorige diens nie. Met dien verstande dat die totaal wat in enige kalenderjaar gebruik word hoogstens 'n bedrag mag wees wat vir die jaar deur die Fonds se aktuaris vasgestel word.

12. PROSEDURE IN VERBAND MET AFTREDINGSBYSTAND

(1) *Opsionele vroeë aftreding.*—Eise kan ingedien word te eniger tyd nadat bydraers die ouderdom van 50 (vrou) of 55 (man) bereik het, en moet gesteun word deur 'n bewys dat die bydraers die Nywerheid vir goed verlaat het.

Enige eis wat nie ingedien word binne een jaar vanaf die datum waarop die bydraer laas in diens was nie, moet behandel word ooreenkomstig klousule 10 insake verbeuring van bystand.

(2) *Aftredingsbystand.*—Eise kan ingedien word te eniger tyd nadat bydraers die ouderdom van 55 (vrou) of 60 (man) bereik het.

Indien die bydraer in diens bly en nie 'n eis instel binne drie maande vanaf die datum waarop sodanige bydraer die ouderdom van 55 (vrou) of 60 (man) bereik nie, word daar aangeneem dat die bydraer verkies om behandel te word ooreenkomstig klousule 9 (2) (c), maar enige eis wat nie ingedien word binne een jaar vanaf die datum waarop die bydraer laas in diens was nie word behandel ooreenkomstig klousule 10 insake verbeuring van voordele.

13. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

(1) Behoudens subklousule (2) hiervan, mag bystand—

(a) op geen wyse, hetsy in die algemeen, of as sekuriteit vir skuld of verpligting wat deur die bydraer aangegaan is, gesedeer, afgestaan, oorgedra of oorgemaak word nie. Die Fonds staan onder geen verpligting om sodanige beweerde sedering, afstand, oordrag of oormaking te reken, te aanvaar of daarvolgens te handel nie;

(b) nie deur middel van 'n hofbevel of regsproses in beslag geneem word nie;

(c) nie afgetrek word van enige skuld wat deur die persoon wat op sodanige bystand geregtig is, aangegaan is nie.

(2) Bystand kan aan die Fonds gesedeer word as sekuriteit ten opsigte van 'n behuisingssening wat die Fonds ingevolge klousule 8 (5) van hierdie Ooreenkoms toegestaan het.

14. ONTBINDING VAN DIE FONDS

(1) By die verstryking van hierdie Ooreenkoms of enige verlening daarvan en ingeval 'n daaropvolgende ooreenkoms waarin voorsiening gemaak word vir die voortsetting van die Fonds nie aangegaan word binne 'n tydperk van twee jaar vanaf die verstryking van hierdie Ooreenkoms of enige verlenging daarvan nie, of ingeval die Fonds nie binne sodanige tydperk deur die Raad oorgedra word na enige ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die Fonds in die lewe geroep is nie, moet die Fonds deur die Bestuurskomitee gelikwedeer word asof die werknemers die Nywerheid verlaat het.

(2) Ingeval die Raad ontbind word gedurende die geldigheidsduur van hierdie Ooreenkoms of enige verlenging daarvan of voor die verstryking van die tydperk van twee jaar in subklousule (1) hiervan bedoel, moet bydraes tot die Fonds ondanks enige andersluidende bepaling in hierdie Ooreenkoms, gestaak word vanaf die dag na die datum waarop die kennisgewing van die ontbinding van die raad ingevolge artikel 34 (2) van die Wet in die *Staatskoerant* gepubliseer word, en die Fonds moet *mutatis mutandis* gelikwedeer word op die wyse wat in subklousule (1) hiervan bepaal word: Met dien verstande dat die pligte in verband met sodanige likwidasië uitgevoer moet word deur 'n liggaam of persoon wat die Registrateur mag benoem.

15. LIKWIDASIE

Wanneer die Fonds kragtens klousule 14 gelikwedeer word en die geld wat kragtens daardie klousule aan lede verskuldig is, uitbetaal is, moet die geld wat in die krediet van die Fonds bly staan na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die fondse van die Raad gestort word. Indien die Raad reeds ontbind

amount recommended by such actuary. Any such bonus shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to benefits prescribed in clause 9.

(2) The Management Committee may also use moneys arising out of subclause (1) (a) and (b) to augment benefits to persons who have contributed to the Fund for not less than five years and who are compelled to leave the Industry permanently before reaching the retiring age on account of ill-health or incapacity or who reach the retiring age but do not qualify for past service benefits: Provided that the total used in any calendar year shall not exceed an amount specified for that year by the Fund's actuary.

12. PROCEDURE IN CONNECTION WITH RETIREMENT BENEFIT

(1) *Optional early retirement.*—Claims may be lodged at any time after contributors reach the age of 50 (female) or 55 (male) and must be supported by evidence that the contributors have left the Industry permanently.

Any claim not lodged within one year from the date of last employment shall be dealt with in accordance with the provisions of clause 10 *re* forfeiture of benefits.

(2) *Retirement benefits.*—Claims may be lodged at any time after contributors reach the age of 55 (female) or 60 (male).

If the contributor remains in employment and does not claim within three months from the date such contributor reaches 55 (female) or 60 (male) it shall be assumed that the contributor elects to be dealt with under clause 9 (2) (c), but any claim not lodged within one year from date of last employment shall be dealt with in accordance with the provisions of clause 10 *re* forfeiture of benefits.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED

(1) Save as provided in subclause (2) hereof, benefits shall not be—

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

(b) attached by order or process of any court;

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

(2) Benefits may be ceded to the Fund as security in respect of any housing loan granted by the Fund in terms of clause 8 (5) of this Agreement.

14. DISSOLUTION OF FUND

(1) Upon the expiry of this Agreement or any extension thereof and in the event of a subsequent agreement, providing for the continuation of the Fund, not been negotiated within a period of two years from the expiry of this Agreement or any extension thereof, or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Fund was created, the Fund shall be liquidated by the Management Committee as though the employees had left the Industry.

(2) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiry of the period of two years referred to in subclause (1) hereof, 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 of dissolution of the Council in terms of section 34 (2) of the Act, and the Fund shall be liquidated *mutatis mutandis* in the manner laid down in subclause (1) hereof: Provided that the duties in connection with such liquidation shall be performed by a body or person as the Registrar may appoint.

15. LIQUIDATION

Upon liquidation of the Fund in terms of clause 14 and payment of moneys due to members in terms of that clause the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council. If the affairs of the Council have already been

is en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad vorm.

16. AGENTE

Die Raad kan een of meer persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is die plig van elke werkgewer om sodanige persoon (persone) toe te laat om sy bedryfsinrigting binne te gaan en dié navrae te doen en dié dokumente, boeke, betaalstate en betaalkoeverte te ondersoek, en dié individue te ondervra wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word.

17. VRYSTELLINGS

Die Raad kan om 'n goeie of afdoende rede aan of ten opsigte van enige persoon voorwaardelik of andersins vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

18. VRYWARING

Die lede van die Bestuurskomitee en hul plaasvervangers en die lede van die Uitvoerende Komitee en die lede van 'n plaaslike komitee en die plaaslike verteenwoordigers is nie aanspreeklik nie vir enige verlies wat die Fonds mag ly weens enige onbehoorlike belegging wat te goeder trou gemaak is, 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 die Fonds se diens is, afgesien daarvan of die indiensneming van sodanige agent of werknemer streng noodsaaklik was of nie, of weens enige bona fide-optrede of -versuim van die kant van sodanige lede of plaasvervangers of van sodanige plaaslike verteenwoordigers, of weens enige ander saak of ding, uitgesonderd 'n individuele voorbedagte of bedrieglike onregmatige daad van die kant van sodanige lede of plaasvervangers of van die kant van sodanige plaaslike verteenwoordigers wat aanspreeklik gehou mag word. Enige sodanige lid of plaasvervanger en enige sodanige plaaslike verteenwoordiger moet deur die Fonds vergoed word vir enige koste wat deur hom aangegaan is as verweerder in 'n geding, hetsy sivil of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

Namens die partye op hede die 1ste dag van Februarie 1979 te Soutrivier onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

AANHANGSEL A

Die Sekretaris
Die Bestuurskomitee
Voorsorgfonds van die Klerasiennywerheid (Kaa)
Posbus 142
Soutrivier, 7925

AANSOEK OM UITTREDINGSBYSTAND DEUR BYDRAERS ONDER DIE OUDERDOM VAN 50 (VROU) OF 55 (MAN)

Familiernaam.....
Nooiensvan of vorige naam.....
Voorname.....
Huidige adres.....
Geboortedatum..... Dienskaart No.....
(kaart moet aangeheg word).
Bevoordeelde.....
Huidige adres van bevoordeelde.....

Ek het die diens van die firma.....
op.....verlaat.

Ek eis hierby dat my bydraes plus sodanige persentasie as wat my mag toegeval het, aan my terugbetaal word.

Ek neem daarvan kennis dat as ek te eniger tyd in die toekoms na die Nywerheid sou terugkeer, ek nie daarop geregtig sal wees om aan die Voorsorgfonds te behoort nie, uitgesonderd in die mate waarvoor in die Ooreenkoms voorsiening gemaak word vir nuwe bydraers, en dat ek geen aanspraak op bystand ten opsigte van vorige diens sal hê nie.

Getuie.....
Handtekening van lid.....

Datum.....

L.W.—Eise deur persone onder die ouderdom van 50 (vrou) of 55 (man) mag ingedien word slegs een jaar nadat sodanige persone laas in die Nywerheid in diens was.

wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

16. AGENTS

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

17. EXEMPTIONS

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

18. INDEMNITY

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

Signed at Salt River on behalf of the parties this 1st day of February 1979.

A. M. ROSENBERG, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

ANNEXURE A

The Secretary
The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 142
Salt River, 7925

APPLICATION FOR WITHDRAWAL BENEFITS BY CONTRIBUTORS UNDER THE AGE OF 50 (FEMALE) OR 55 (MALE)

Surname.....
Maiden or previous name.....
First names.....
Present address.....
Date of birth..... Service Card No.....
(card to be attached).
Beneficiary.....
Present address of beneficiary.....

I left the employ of Messrs.....on.....

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

I understand that, should I return to the Industry at any time in the future, I shall not be entitled to belong to the Provident Fund except to the extent provided in the Agreement in respect of new contributors and that I shall have no claim for past service benefits.

Witness.....
Signature of member.....

Date.....

N.B.—Claims by persons under the age of 50 (female) or 55 (male) can only be submitted one year after such persons were last employed in the Industry.

AANHANGSEL B

Die Sekretaris
Die Bestuurskomitee
Voorsorgfonds van die Klerasiennywerheid (Kaap)
Posbus 142
Soutrivier, 7925

AANSOEK OM OPSIONELE VROEE AFTREDINGS-
BYSTAND

Familienaam.....
Nooiensvan of vorige naam.....
Voorname.....
Huidige adres.....
Geboortedatum..... Dienskaart No.....
(kaart moet aangeheg word).
Bevoordeelde.....

Huidige adres van bevoordeelde.....
Aangesien ek die ouderdom van..... bereik het en aangesien ek die Nywerheid vir goed verlaat het, doen ek hierby aansoek om vroeë aftredingsbystand.

Ek is nie voornemens om diens in die Klerasiennywerheid in die Westelike Provinsie te aanyaar nie en neem daarvan kennis dat, indien ek te eniger tyd in die toekoms na die Nywerheid sou terugkeer ek nie tot die Voorsorgfonds toegelaat sal word nie en geen verdere eis hoegenaamd teen die Fonds het nie.

Ek was laas in die diens van die Nywerheid by die firma..... en ek heg hierby my geboorte-/doopsertifikaat aan ter ondersteuning van hierdie aansoek.

Getuie.....
Handtekening van lid

Datum.....

L.W.—In die geval van persone wat voor of op 4 Mei 1939 in die Nywerheid was en wat drie en 'n half jaar of langer bydraers tot die Voorsorgfonds was, moet 'n aansoek om bystand ten opsigte van vorige diens ook aangeheg word.

AANHANGSEL C

Die Sekretaris
Die Bestuurskomitee
Voorsorgfonds van die Klerasiennywerheid (Kaap)
Posbus 142
Soutrivier, 7925

AANSOEK OM AFTREDINGSBYSTAND

Familienaam.....
Nooiensvan of vorige naam.....
Voorname.....
Huidige adres.....
Geboortedatum..... Dienskaart No.....
(kaart moet aangeheg word).
Bevoordeelde.....
Huidige adres van bevoordeelde.....

Aangesien ek die ouderdom van..... bereik het, eis ek hierby die aftredingsbystand wat aan my verskuldig is, en ek heg hierby my geboorte-/doopsertifikaat aan ter ondersteuning van hierdie aansoek.

Ek was/was nie voor of op 4 Mei 1939 in die Westelike Provinsie in die Nywerheid in diens nie.

Ek neem daarvan kennis dat die betaling deur die Fonds van geld wat ingevolge hierdie aansoek aan my verskuldig is, my nie verhoed om my diens in die Nywerheid voort te sit nie, maar dat ek na ontvangs van sodanige geld geen verdere eis teen die Fonds het nie.

Getuie.....
Handtekening van lid

Datum.....

L.W.—In die geval van persone wat voor of op 4 Mei 1939 in die Nywerheid was, moet 'n aansoek om bystand ten opsigte van vorige diens aangeheg word.

AANHANGSEL D

Die Sekretaris
Die Bestuurskomitee
Voorsorgfonds van die Klerasiennywerheid (Kaap)
Posbus 142
Soutrivier, 7925

AANSOEK OM BYSTAND TEN OPSIGTE VAN VORIGE
DIENS

Naam.....
Adres.....
Dienskaart No.....
Datum van aansoek om aftredingsbystand.....
Duur van lidmaatskap van Voorsorgfonds..... jaar.....
maande..... dae.

ANNEXURE B

The Secretary
The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 142
Salt River, 7925

APPLICATION FOR OPTIONAL EARLY RETIREMENT
BENEFITS

Surname.....
Maiden or previous name.....
First names.....
Present address.....
Date of birth..... Service Card No.....
(card to be attached).
Beneficiary.....
Present address of beneficiary.....

Having reached the age of..... and having left the Industry permanently, I hereby apply for early retirement benefits.

I have no intention of obtaining employment in the Clothing Industry in the Western Province and understand that, should I return to the Industry at any time in the future, I shall not be admitted to the Provident Fund and shall have no further claim on the Fund whatsoever.

My last employment in the Industry was with Messrs..... and I attach my birth/baptismal certificate in support of this application.

Witness.....
Signature of member
Date.....

N.B.—In the case of persons who were in the Industry on or before 4 May 1939, and who have been contributors to the Provident Fund for three and a half years or longer, an application for Past Service Benefits must also be attached.

ANNEXURE C

The Secretary
The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 142
Salt River, 7925

APPLICATION FOR RETIREMENT BENEFITS

Surname.....
Maiden or previous name.....
First names.....
Present address.....
Date of birth..... Service Card No.....
(card to be attached).
Beneficiary.....
Present address of beneficiary.....

Having reached the age of..... I hereby claim the retirement benefits due to me, and I attach my birth/baptismal certificate in support of this application.

I was/was not employed in the Industry in the Western Province on or before 4 May 1939.

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

Witness.....
Signature of member
Date.....

N.B.—In the case of persons who were in the Industry on or before 4 May 1939, an application for past service benefits must be attached.

ANNEXURE D

The Secretary
The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 142
Salt River, 7925

APPLICATION FOR PAST SERVICE BENEFITS

Name.....
Address.....
Service Card No.....
Date of application for retirement benefits.....
Length of membership of Provident Fund..... years.....
months..... days.

2. Ek vrywaar die Raad, soos verteenwoordig deur die Bestuurskomitee van genoemde Fonds, teen enige eis wat deur die verteenwoordiger van my bestorwe boedel of deur enige persoon hoegenaamd ingestel mag word vir betaling van enige bystand uit genoemde Fonds: Met dien verstande dat my bevoordeelde ingevolge hier van betaal word.

3. Ingeval bogenoemde bevoordeelde voor my te sterwe kom, verleen ek hierby magtiging dat die verteenwoordiger van my boedel betaal word en die Voorsorgfonds is daarna geheel en al van aanspreeklikheid onthef om enige sodanige bystand aan my bevoordeelde of enige ander persoon hoegenaamd te betaal.

Op hede die dag van 19.....
te gedateer.

Handtekening van bydraer

Adres van bydraer

Naam van fabriek waar lid werksaam is

As getuies:

1.
2.

AANHANGSEL G

Die Sekretaris
Die Bestuurskomitee
Voorsorgfonds van die Klerasienuwerheid (Kaap)
Posbus 142
Souttrivier, 7925

AANSOEK OM VRYWILLIGE BYDRAES

Familiernaam
Nooiensvan of vorige naam
Voornaam
Huidige adres
Geboortedatum Dienskaart No.
Bevoordeelde

Ek het die diens van die firma op verlaat.

Ek eis hierby dat my bydraes plus sodanige persentasie as wat my mag toegeval het, aan my terugbetaal word.

Getuie

Handtekening van lid

Datum

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

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

Dated at this day of 19.....

Signature of contributor

Address of contributor

Name of factory where presently employed

As witnesses:

1.
2.

ANNEXURE G

The Secretary
The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 142
Salt River, 7925

APPLICATION FOR VOLUNTARY CONTRIBUTIONS

Surname
Maiden or previous name
First names
Present address
Date of birth Service Card No.
Nominee

I left the employ of Messrs on

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

Witness

Signature of member

Date

INHOUD

| No. | Bladsy No. | Staats- koerant No. |
|--|---|---------------------------|
| Arbeid, Departement van Goewermentskennisgewing | | |
| R. 617 | Wet op Nywerheidsversoening (28/1956): Klerasienuwerheid (Kaap): Voorsorgfonds- ooreenkoms..... | 1 6385 |

CONTENTS

| No. | Page No. | Gazette No. |
|--|--|----------------|
| Labour, Department of Government Notice | | |
| R. 617 | Industrial Conciliation Act (28/1956): Clothing Industry (Cape): Provident Fund Agreement..... | 1 6385 |

