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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 628

19 April 1973

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE

PROVIDENT FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding, with effect from 1 May 1973 and for the period ending 31 December 1975, 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 (a), 2 and 16 shall be binding, with effect from 1 May 1973 and for the period ending 31 December 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from 1 May 1973 and for the period ending 31 December 1975, the provisions of the said Agreement, excluding those contained in clause 1 (a), 2 and 16, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—10954

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 628

19 April 1973

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP

VOORSORGFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van 1 Mei 1973 en vir die tydperk wat op 31 Desember 1975 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan 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 klousules 1 (a), 2 en 16, met ingang van 1 Mei 1973 en vir die tydperk wat op 31 Desember 1975 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 in genoemde Nywerheid in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (a), 2 en 16, met ingang van 1 Mei 1973 en vir die tydperk wat op 31 Desember 1975 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié Werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1—3870

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into 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 Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand, Worcester and George by the employers and the employees in the Clothing Industry who are members of the employers' organisations and trade union respectively.

(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 George Agreement, the Knitting Division Agreement, or the Ladies' Hosiery Agreement;

(b) not apply to travellers or employees and working directors whose wages are not less than R3 600 per annum.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall continue to apply in respect of employees and working directors whose wages are not less than R3 600 per annum and 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 force until 31 December 1975 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 female; 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 under garments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, scarves, cloth belts and parts of garments, pyjamas and other nightwear; and

(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;

"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 under garments;

(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;

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en 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) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand, Worcester en George deur die werkgewers en die werknemers in die Klerasienywerheid wat onderskeidelik lede van die werkgewersorganisasies en vakvereniging is.

(2) Ondanks subklousule (1) is die bepalings van hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone voorgeskryf word in die Hoof-ooreenkoms, die George Ooreenkoms, die Brei-afdeling-ooreenkoms, of die Dameskous-ooreenkoms;

(b) nie van toepassing nie op handelsreisigers of werknemers en werkende direkteure wie se lone minstens R3 600 per jaar bedra.

(3) Ondanks subklousule (1) en (2) is die bepalings van hierdie Ooreenkoms steeds van toepassing ten opsigte van werknemers en werkende direkteure wie se lone minstens R3 600 per jaar is en wat bydraes was op die datum van die inwerking-treding van hierdie Ooreenkoms.

2. GELDIGHEDSDUUR

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 1975 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms of in die Hoof-ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, 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, omvat—

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

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

(a) die vervaardiging 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, boortjies, dasse, sokkies, serpe, gordels en dele van kledingstukke, pajamas en ander nagklere; en

(b) die vervaardiging 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, maar nie ook Hoedemakery of die vervaardiging van dames- of meisiesjasse en -kostuums of boklere wat op die maat van individuele persone gemaak word nie;

en beteken—

"klere-afdeling"—

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

(b) die vervaardiging 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;

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

"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 R3 600 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 of this Agreement;

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

"experience" shall for the purpose of this Agreement be in accordance with the definition of "experience", in the Main Agreement, George Agreement, Knitting Division Agreement or Ladies' Hosiery Division 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;

"George Agreement" means the Agreement of the Council which prescribes wages for employees employed in the Industry in the Magisterial District of George;

"Knitting Division Agreement" means the agreement of the Council which prescribes wages for employees employed in the Knitting Division of the Industry.

"Ladies Hosiery Division Agreement" means the agreement of the Council which prescribes wages for employees employed in the Ladies Hosiery 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 and Ladies Hosiery Divisions;

"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;

"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) 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 section 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 as alternate shall be appointed in the manner provided for in section 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 will stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At such adjourned meeting of which members shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

"brei-afdeling" daardie afdeling waarin werkgewers en werknemers met mekaar geassosieer is vir die brei van kleeftof en/of kouse en/of kledingstukke wat op rond-, plat- of vormbreimasjinerie gebrei word, en omvat dit die maak van kledingstukke uit gebreide kleeftof en die bedryfsinrigting waarin gemelde kleeftof 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 R3 600 per jaar ontvang) in diens in die Klerasiennywerheid, en van wie se loon aftrekkings kragtens klousule 6 van hierdie Ooreenkoms gemaak word of gemaak is of gemaak moes word;

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (Kaap) wat geregistreer is ingevolge artikel 2 van Wet 11 van 1924, soos gewysig, en geag word geregistreer te wees kragtens die Wet op Nywerheidsversoening, 1956, soos gewysig;

"ondervinding" vir die toepassing van hierdie Ooreenkoms, dieselfde as die betekenis wat daaraan geheg word in die woordomskrywing van "ondervinding" in die Hoofdooreenkoms, George Ooreenkoms, Brei-afdelingooreenkoms of Dameskousafdelingooreenkoms;

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

"fondswek" 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

"George Ooreenkoms" die ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers in die nywerheid in die landdrostdistrik George;

"Brei-afdelingooreenkoms" die ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers wat in die Brei-afdeling van die Nywerheid werksaam is;

"Dameskousafdelingooreenkoms" die ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers wat in die Dameskousafdeling van die Nywerheid werksaam is;

"Hoofdooreenkoms" die ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers wat in die Nywerheid werksaam is, behalwe dié wat in diens is van die Brei- en Dameskousafdelings;

"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;

"loon" die geldbedrag betaalbaar aan 'n werknemer ten opsigte van sy gewone werkure.

4. BYSTANDSFONDS

Die Fonds wat ingestel is by Goewermmentskennisgewing 493 van 12 Maart 1954, en wat bekend staan as die Bystandfonds van die Klerasiennywerheid (Kaap), word hierby voortgesit ten einde an 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) 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 Klerasiennywerheid (Kaap) kragtens artikel 10 van die Kinstitusie 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 sekondus aangestel word op die wyse soos bepaal in artikel 10 (1) van die Kinstitusie 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, mag 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 hoogstens sewe dae daarna, wat deur die Voorsitter bepaal word. Op 'n vergadering wat as gevolg van so 'n verdagting 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) 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—

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

(b) engage and dismiss paid servants of the Fund, fix their remuneration, and define their duties;

(c) supervise the working of any local committees appointed;

(d) appoint subcommittees to help in the administration of the Fund;

(e) draft rules for the payment of benefits and fix the time and place for such payments;

(f) perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund;

(g) subject to clause 7 (2), 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) Save as provided in subclause (2) of this clause, for the purpose of the Fund, each employer shall deduct from the wages of each of his employees, other than travellers, or employees or working directors who earn not less than R3 600 per annum and who have worked during any week, irrespective of the time so worked, the amounts set out hereunder:

(a) Group I—

For the period from the date of coming into force of this Agreement until 12 December 1974, in the case of an employer earning a wage of R15,54 per week or less: 13 cents;

From 13 December 1974 in the case of an employee earning a wage of R16 per week or less: 13 cents;

(b) Group II—

For the period from the date of coming into force of this Agreement until 12 December 1974, in the case of an employee earning a wage in excess of R15,54 per week: 15 cents;

From 13 December 1974, in the case of an employee earning a wage in excess of R16 per week: 15 cents;

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 and provided further that no new contributor shall be admitted to membership if over the age of 50 (female) and 55 (male).

(2) *Date of first deduction in the case of new contributors and ex-contributors returning to the Industry.*—Such contributors shall only be permitted to contribute to the Fund with effect from the nearest of the following dates to their completion of one year's employment or re-employment in the Industry, as the case may be:

15 February, 15 May, 15 August, 15 November.

(3) To the amount so deducted the employer shall add a like amount and forward month by month, but not later than the 14th day of each month, the total sum to the Secretary of the Council.

(4) Such total sum shall be accompanied by a summary showing the name and address of the employer, the number of contributions deducted in respect of each group during each week of the month in question, the total amount of such deductions and the total amount of the employer's like contribution.

(5) In the case of the first such payment by any employer the sum must be accompanied by the following additional information:

(a) The full names and address of each contributor;

(b) The group and service record card number of each contributor; and the employer shall thereafter notify the Fund week by week of all changes in the list of contributors, and of changes from one group to another.

(6) The employer shall each quarter notify the Fund of all contributors who have been absent without pay for four or more consecutive pay weeks.

(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—

(a) namens die Fonds alle betalings en uitgawes goed te keur;

(b) amptenare van die Fonds aan te stel en af te dank, hul besoldiging vas te stel en hul pligte te omskryf;

(c) oor die werk van enige plaaslike komitee wat aangestel word, toesig te hou;

(d) subkomitees te benoem om met die administrasie van die Fonds behulpsaam te wees;

(e) reëls vir die uitbetaling van bystand op te stel en die tyd en plek vir sulke uitbetalings te bepaal;

(f) al die ander pligte wat die Komitee vir die behoorlike administrasie van die Fonds nodig of wenslik ag, na te kom;

(g) behoudens klousule 7 (2), 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) Behoudens subklousule (2) van hierdie klousule moet elke werkgewer, vir die doeleindes van die Fonds, van die loon van elk van sy werknemers, uitgesonderd handelsreisigers, of werknemers of werkende direkteure wat minstens R3 600 per jaar verdien en wat gedurende enige week gewerk het, ongeag die tydskuur van die werk, die bedrae aftrek wat hieronder uiteengesit is:

(a) Groep I—

Vir die tydperk vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 12 Desember 1974, in die geval van 'n werknemer wat 'n loon van R15,54 per week of minder verdien: 13 sent;

Vanaf 13 Desember 1974, in die geval van 'n werknemer wat 'n loon van R16 per week of minder verdien: 13 sent.

(b) Groep II—

Vir die tydperk vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 12 Desember 1974 in die geval van 'n werknemer wat 'n loon van meer as R15,54 per week verdien: 15 sent;

Vanaf 13 Desember 1974 in die geval van 'n werkgewer wat 'n loon van meer as R16 per week verdien: 15 sent:

Met dien verstande dat geen bedrag van die loon van 'n manlike bydraer wat die ouderdom van 65, of 'n vroulike bydraer wat die ouderdom van 60 bereik het, afgetrek mag word nie: Voorts met dien verstande dat geen nuwe bydraer as lid toegelaat mag word nie indien in die geval van 'n vrou, sy ouer as 50 is, en in die geval van 'n man, hy ouer as 55 is.

(2) *Datum waarop die eerste bedrag afgetrek word in die geval van nuwe bydraers en oud-bydraers wat tot die Nywerheid terugkeer.*—Sodanige bydraers word toegelaat om tot die Fonds by te dra slegs met ingang van een van die volgende datums wat die naaste is aan die datum waarop hulle een jaar diens in die Nywerheid voltooi het of weer 'n jaar in die Nywerheid in diens was, na gelang van die geval:

15 Februarie, 15 Mei, 15 Augustus, 15 November.

(3) By die bedrag aldus afgetrek moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag voor of op die 14de dag van elke maand aan die Sekretaris van die Raad stuur.

(4) Sodanige totale bedrag moet vergesel gaan van 'n opsomming wat die naam en adres van die werkgewer, die getal bydraes wat ten opsigte van elke groep gedurende elke week van die betrokke maand afgetrek is, die totale bedrag van sodanige af-trekkings en die totale bedrag van die werkgewer se ooreenstemmende bydraes aantoon.

(5) In die geval van die eerste sodanige betaling deur 'n werkgewer, moet die bedrag van die volgende addisionele inligting vergesel gaan:

(a) die volle naam en adres van elke bydraer; en

(b) die "groep" en dienskaartnommer van elke bydraer; en die werkgewer moet daarna die Fonds weekliks in kennis stel van alle veranderings in die lys bydraers en van oorskakelings van die een groep na 'n ander.

(6) Die werkgewer moet die Fonds elke kwartaal in kennis stel van alle bydraers wat vier of meer agtereenvolgende betaalweke sonder besoldiging afwesig was.

(7) 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.

(8) 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 contribution shall be continued.

(9) 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.

(10) 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.

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 R250 000 (two hundred and fifty 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 purpose 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 period 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) 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 any such nominee any benefits due at the time of a contributor's death shall be paid into the estate of such deceased contributor.

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

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

(7) '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.

(8) Wanneer 'n bydraer met verlof met volle besoldiging of minder as volle besoldiging afwesig is en/of wanneer 'n bydraer korttyd werk, moet beide sy en die werkgewer se bydraes voortgesit word.

(9) 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.

(10) 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.

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 vir alle geld wat deur die Fonds ontvang is, uitgereik word, en opvragings uit die Fonds geskied per tjek, onderteken deur diegene wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagig 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 belastinge op vaste eiendom te hef;

(c) wissels, obligasies of effekte uitgereik deur die Rand waterraad, die S.A. Yster en Staal Industriële Korporasie Beperk of die Elektrisiteitsvoorsieningskommissie;

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

(e) Nasionale Spaarsertifikate;

(f) Opspaarbankrekenings of -sertifikate;

(g) spaarrekening, 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 R250 000 (twee honderd en vyftigduisend 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 doeleindes 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 administrasie-uitgawes 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 rekenings 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 aftree-ouderdom van 55 in die geval van vroue en 60 in die geval van mans; of

(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 voordeel 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 voordeel 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 Aanhangsel A tot E hiervan aangedui, ingedien word.

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

(5) *Housing loans.*—An amount not exceeding R250 000 (two hundred and fifty 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 R7 000 (seven thousand 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

(1) *Withdrawal benefits.*—The minimum benefits that shall be paid to contributors shall be as follows:

(a) where the contributor has been a contributor for less than two years, he shall be entitled only to refund of his own contributions, i.e. disregarding entirely the like amount contributed by the employer;

(b) where the contributor has been a contributor for two years but less than three years, he shall be entitled to refund of his own contributions, plus 10 per cent;

(c) 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 such additional percentage shall not exceed 100 per cent.

(2) *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) of this clause: 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 (4) of this clause, 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) of this clause: 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.

(3) *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 the 1st day of January 1964: Provided further that where a

(5) *Behuissingslenings.*—'n Bedrag van hoogstens R250 000 (tweehonderd en vyftigduisend rand) in enige kalenderjaar kan deur die Bestuurskomitee beskikbaar gestel word vir behuissingslenings aan bydraers, behoudens voorwaardes wat die Bestuurskomitee van tyd tot tyd kan bepaal.

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

Lenings mag in geen geval R7 000 (seweduusend 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 behuissingslening, 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

(1) *Uittredingsvoordele.*—Die minimum bystand wat aan bydraers betaal moet word, is soos volg:

(a) Waar die bydraer minder as twee jaar 'n bydraer was, is hy geregtig op 'n terugbetaling van slegs sy eie bydraes, d.w.s. die ooreenstemmende bedrag wat deur die werkgewer bygedra is, word glad nie in aanmerking geneem nie;

(b) waar die bydraer twee jaar maar minder as drie jaar 'n bydraer was, is hy geregtig op 'n terugbetaling van sy eie bydraes, plus 10 persent;

(c) vir elke addisionele jaar ten opsigte waarvan bydraes betaal is, moet hy 'n addisionele 5 persent betaal word, 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.

(2) *Aftredingsvoordele.*—(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) van hierdie klousule:

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.*—Met uitsondering van die geval waar 'n bydraer kragtens subklousule (4) van hierdie klousule 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 aftredingsvoordele aansoek gedoen word.

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

Ouderdom		Voordele
Mans	Vroue	
55	50	Uittredingsvoordele + Nul
56	51	Uittredingsvoordele + 20 persent
57	52	Uittredingsvoordele + 40 persent
58	53	Uittredingsvoordele + 60 persent
59	54	Uittredingsvoordele + 80 persent

(c) *Opsionele laat aftreding.*—Wanneer 'n bydraer die aftreeouderdom 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 uittredingsvoordele wat gelyk is aan twee maal die bedrag bereken ingevolge subklousule (1) van hierdie klousule:

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 aftredingsvoordele moet 'n bewys van ouderdom voorlê wat vir die Komitee aanvaarbaar is en die Komitee het die reg om enige betaalbare voordeel aan te pas indien 'n bydraer se juiste ouderdom verskil van dié wat oorspronklik aangegee is.

(3) *Voordele ten opsigte van vorige diens.*—Vorige diens beteken diens in die Klerasiennywerheid (Kaap) voor die instelling van die Bystandfonds: Met dien verstande dat geen voordeel ten opsigte van vorige diens werknemers wat nie voorheen tot die Fonds bygedra het nie en wat na die eerste dag van Januarie 1964 weer in die Klerasiennywerheid (Kaap) in diens tree, mag

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.

Subject to the proviso referred to above and the provisions of subclause (6) of this clause, 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		Benefit
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.

(4) *Benefits to contributors who leave the Industry permanently due to serious ill-health or incapacity prior to reaching retiring age (i.e. 60 males and 55 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 (2) (a) of this clause:

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.

(5) *Benefits where contributor dies.*—The Management Committee, upon production of proof of the decease of a contributor, shall authorise 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 and that an additional amount, determined as follows, be paid:

(a) If the total number of weeks of contributions made by the deceased was 520 weeks or less, R200; or

(b) If the total number of weeks of contributions made by the deceased was more than 520 weeks, R300:

Provided that where a contributor returns to the Industry after payment of a claim in terms of subclause (1) (withdrawal benefit) or subclause (4) (disability benefit), only the number of weeks of contributions made to the Fund after the date of such re-entry shall be counted in order to determine such additional amount.

(6) 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.

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:

toeval nie: Voorts met dien verstande dat, wanneer 'n bydraer weer tot die Nywerheid terugkeer nadat voordele wat aan hom verskuldig was, ingevolge klousule 10 aan die Fonds verbeur is, geen voordele ten opsigte van vorige diens hom mag toeval nie en hy geag word 'n nuwe bydraer te wees.

Behoudens die voorbehoudsbepaling hierbo gemeld en subklousule (6) van hierdie klousule, 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 voordele wat in hierdie Ooreenkoms voorgeskryf word, volgens die volgende skaal geregtig op voordele 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 voordele 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 voordeel ten opsigte van vorige diens
56	51	60 persent van die voordeel ten opsigte van vorige diens
57	52	70 persent van die voordeel ten opsigte van vorige diens
58	53	80 persent van die voordeel ten opsigte van vorige diens
59	54	90 persent van die voordeel ten opsigte van vorige diens
60	55	100 persent van die voordeel ten opsigte van vorige diens:

Met dien verstande dat in die geval van 'n bydraer wat in alle ander opsigte vir voordele 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 voordele 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.

(4) *Voordele aan bydraers wat die Nywerheid weens ernstige swak gesondheid of ongeskiktheid vir goed verlaat voor dat hulle die afstreeouderdom (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 (2) (a) van hierdie klousule 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.

(5) *Voordele wanneer bydraer te sterwe kom.*—Die Bestuurskomitee moet, wanneer bewys van die afsterwe van 'n bydraer voorgelê word, magtiging daartoe verleen dat 'n bedrag gelyk aan twee maal die gewone uitredingsvoordele waarop die bydraer op die datum van afsterwe ingevolge subklousule (1) hier- van geregtig sou wees, plus 'n bykomende bedrag wat soos volg vasgestel word, betaal word:

(a) In die geval van 'n afgestorwe bydraer wie se getal bydraweke altesaam 520 of minder was, R200; of

(b) In die geval van 'n afgestorwe bydraer wie se getal bydraweke altesaam meer as 520 was, R300:

Met dien verstande dat wanneer 'n bydraer tot die Nywerheid terugkeer nadat 'n eis ingevolge subklousule (1) (Uitredings- voordeel) of subklousule (4) (Ongeskiktheidsvoordeel) betaal was, slegs die getal bydraweke na die datum waarop die bydraer tot die Nywerheid teruggekeer het in ag geneem word om sodanige bykomende bedrag vas te stel.

(6) Ten einde die bydratydperk te bereken, word die bydraer geag by te gedra het gedurende die totale tydperke waarvan sy werkgewers die Fonds van tyd tot tyd in kennis gestel het en tydelike afwesighede van sy werk 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.

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

(7) 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.

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

(a) a normal retirement benefit in terms of subclause (2) (a) of this clause; or

(b) a late retirement benefit in terms of subclause (2) (c) of this clause; or

(c) a disability benefit in terms of subclause (4) of this clause; shall have the total of his own contributions up to and including 31 December 1970 increased by 20 per cent and such increased total shall be the basis on which his benefit shall be calculated.

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 will 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 like contributions:

Provided that any such bonus shall be determined only after an investigation by an actuary into the liabilities of the Fund, and provided further that such bonus shall not be in excess of any amount recommended by such actuary. Any such bonus shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to benefits prescribed in clause 9.

(2) The Management Committee may also use moneys arising out of subclause (1) (a) and (b) of this clause 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.

(7) Ten einde die vorige diens ten opsigte van voordele vir vorige diens te bereken, word slegs dienstydsperke voor 4 Mei 1953, met inbegrip van onderbroke diens, wat tot tevredeheid van die Bestuurskomitee bewys is, in aanmerking geneem.

Ten einde uittredingsvoordele te bereken word die werklike getal bydraewe bereken sodat die kapitaal bedrag 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.

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

(a) 'n gewone aftredingsvoordeel ingevolge subklousule (2)

(a) van hierdie klousule; of

(b) 'n laat aftredingsvoordeel ingevolge subklousule (2) (c) van hierdie klousule; of

(c) 'n ongeskiktheidsvoordeel ingevolge subklousule (4) van hierdie klousule;

moet die totaal van sy eie bydraes tot en met 31 Desember 1970 met 20 persent verhoog word, en sodanige verhoogde totaal dien dan as basis vir die berekening van sy voordeel.

10. BETALING VAN BYSTAND

(1) Eise wat deur bydraers ingestel word, moet so vinnig as prakties moontlik 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 uittredingsvoordele 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 tot die Nywerheid terugkeer voordat sodanige eis betaal is, vervel die eis outomaties en word bydraes onverwyld hervat.

(4) Wanneer 'n bydraer tot 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 voordele geëis het nie, by 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 voordele 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) uitgegee word.

(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 goeddunke '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 VOORDELE

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

(a) rente oloop;

(b) bydraers die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgewers se ooreenstemmende 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 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) van hierdie klousule 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 voordele 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. 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 will 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 will be assumed that the contributor elects to be dealt with under clause 9 (4) (c), but any claim not lodged within one year from date of last employment will 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 the Cape Chamber of Industries or such other 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 section 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 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.

12. PROSEDURE IN VERBAND MET AFTREDINGS-VOORDELE

(1) *Opsionele vroeë aftreding.*—Eise mag 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 binne een jaar vanaf die datum waarop die bydraer laas in diens was, ingedien word nie, sal behandel word ooreenkomstig kousule 10 insake verbeuring van voordele.

(2) *Aftredingsvoordele.*—Eise mag 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 kousule 9 (4) (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 kousule 10 insake verbeuring van voordele.

13. VOORDELE MAG NIE GESEDEER OF AFGESTAAN WORD NIE

(1) Behoudens subkousule (2) hiervan mag voordele—

(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 sederling, afstand, oordrag of oormaking te erken, 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 voordele geregtig is, aangegaan is nie.

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

14. ONTBINDING VAN DIE FONDS

(1) By die verstryking van hierdie Ooreenkoms of enige verlenging daarvan en ingeval 'n daaropvolgende Ooreenkoms waarin voorsiening gemaak word vir die voortsetting van die Fonds nie aangegaan word nie, binne 'n tydperk van twee jaar vanaf die verstryking van hierdie Ooreenkoms of enige verlenging daarvan, of ingeval die Fonds nie binne sodanige tydperk 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 gelikwider 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 wat in subkousule (1) hiervan gemeld word, moet bydraers tot die Fond ondanks enige andersluidende bepaling in dié 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* gelikwider word op die wyse wat in subkousule (1) hiervan bepaal word: Met dien verstande dat die pligte in verband met sodanige likwidasië uitgevoer moet word deur die Kaapse Kamer van Nywerhede of sodanige ander liggaam of persoon as wat die Registrateur mag benoem.

15. LIKWIDASIE

Wanneer die Fonds kragtens kousule 14 gelikwider word en die geld wat kragtens daardie artikel 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 likwidasië-uitgawes, in die fondse van die Raad gestort word. Indien die Raad reeds ontbind is en sy bates verdeel is, moet die saldo van hierdie 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 ondersoek in te stel en dié dokumente, boeke, betaalstate en betaalkeuverte 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 eenige van die bepalings van hierdie Ooreenkoms verleen.

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 or in which he is acquitted.

Signed at Cape Town on behalf of the parties this 25th day of January 1973.

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 1536
Cape Town

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

Name..... Formerly.....
First names.....
Present address.....
Date of birth..... Blue service card No.....
Beneficiary.....
Address of beneficiary.....

I have left the employ of Messrs.....
and have no intention of obtaining employment in the Clothing
Industry in the Western Province for the following reasons:

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

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

Witness..... Signature.....
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.

ANNEXURE B

The Secretary

The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 1536
Cape Town

APPLICATION FOR OPTIONAL EARLY RETIREMENT
BENEFITS

Name..... Formerly.....
First names.....
Present address.....
Date of birth..... Blue service card No.....
Beneficiary.....
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 what what soever.

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 siviël of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee is van waarin hy vrygespreek word.

Namens die partye op hede die 25ste dag van Januarie 1973 te Kaapstad 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
Bystandsfonds van die Klerasierywerheid (Kaap)
Posbus 1536
Kaapstad

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

Naam..... Voorheen.....
Voornaam.....
Huidige adres.....
Geboortedatum..... Bloudienskaartnommer.....
Bevoordeelde.....
Adres van bevoordeelde.....

Ek het die diens van mnre.....
verlaat en is om die volgende redes nie voornemens om in die
Klerasierywerheid in die Westelike Provinsie diens te aanvaar nie:

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
tot die Nywerheid sou terugkeer, ek nie daarop geregtig sal wees
om aan die Bystandsfonds te behoort nie, uitgesonderd in die mate
waarvoor in die Ooreenkoms voorsiening gemaak word vir nuwe
bydraers, en dat ek geen aanspraak op voordele ten opsigte van
vorige diens sal hê nie.

Getuie..... Handtekening.....
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.

AANHANGSEL B

Die Sekretaris

Die Bestuurskomitee
Bystandsfonds van die Klerasierywerheid (Kaap)
Posbus 1536
Kaapstad

AANSOEK OM OPSIONELE VROEE
AFTREDINGSVOORDELE

Naam..... Voorheen.....
Voornaam.....
Huidige adres.....
Geboortedatum..... Bloudienskaartnommer.....
Bevoordeelde.....
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 aftredingsvoordele.

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

My last employment in the Industry was with Messrs.....
and I attach my Birth/Baptismal Certificate
in support of this application.
Witness..... Signature.....
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 3½ 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 1536
Cape Town

APPLICATION FOR RETIREMENT BENEFITS

Name..... Formerly.....
First names.....
Present address.....
Date of birth..... Blue service card No.....
Beneficiary.....
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.....
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 1536
Cape Town

APPLICATION FOR PAST SERVICE BENEFITS

Name.....
Address.....
Blue service card No.....
Date of application for retirement benefits.....
Length of membership of Provident Fund.....
years..... months..... days.

I hereby certify that my total record of employment in the Clothing
Industry within the area of jurisdiction of the Council is:

- (1) as detailed on my blue
service card:

Firm and period	Years	Months	Days
.....			
.....			
.....			
.....			
.....			
.....			

- (2) not detailed on my blue
service card:

.....
.....
.....
.....

Total.....

I attach the following testimonials/documents as proof in support
of this application:

Witness..... Signature.....
Date.....

Ek was laas in die diens van die Nywerheid by mnre.....
en ek heg hierby my Geboorte-/Doopsertifikaat
aan ter steuning van hierdie aansoek.

Getuie..... Handtekening.....
Datum.....

L.W.—In die geval van persone wat voor of op 4 Mei 1939 in
die Nywerheid was en wat 3½ jaar of langer bydraers tot die
Bystandsfonds was, moet 'n aansoek om voordele ten opsigte van
vorige diens ook aangeheg word.

AANHANGSEL C

Die Sekretaris
Die Bestuurskomitee
Bystandsfonds van die Klerasiennywerheid (Kaap)
Posbus 1536
Kaapstad

AANSOEK OM AFTREDINGSVOORDELE

Naam..... Voorheen.....
Voornamen.....
Huidige adres.....
Geboortedatum..... Bloudienskaartnommer.....
Bevoordeelde.....
Adres van bevoordeelde.....

Aangesien ek die ouderdom van..... bereik het, eis ek
hierby die aftredingsvoordele wat aan my verskuldig is, en ek heg
hierby my Geboorte-/Doopsertifikaat aan ter steuning 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.....
Datum.....

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

AANHANGSEL D

Die Sekretaris
Die Bestuurskomitee
Bystandsfonds van die Klerasiennywerheid (Kaap)
Posbus 1536
Kaapstad

AANSOEK OM VOORDELE TEN OPSIGTE VAN VORIGE
DIENS

Naam.....
Adres.....
Bloudienskaartnommer.....
Datum van aansoek om aftredingsvoordele.....
Duur van lidmaatskap van Bystandsfonds..... jaar.....
maande..... dae.

Ek sertifiseer hierby dat my totale diensrekord in die Klerasie-
nywerheid in die jurisdiksiegebied van die Raad soos volg is:

- (1) Soos op my bloudienskaart
gemeld:

Firma en tydperk	Jare	Maande	Dae
.....			
.....			
.....			
.....			
.....			
.....			

- (2) Nie op my bloudienskaart
gemeld nie:

.....
.....
.....
.....

Totaal.....

Ek heg hierby die volgende getuigskrifte/dokumente aan as bewys
ter steuning van hierdie aansoek:

Getuie..... Handtekening.....
Datum.....

ANNEXURE E

The Secretary
The Management Committee
Cape Clothing Industry Provident Fund
P.O. Box 1536
Cape Town

APPLICATION FOR DISABILITY BENEFITS

Name..... Formerly.....
First names.....
Date of birth..... Blue service card No.....
Beneficiary.....
Address of beneficiary.....

I hereby declare that I have left the employ of Messrs.....
owing to ill-health/incapacity of a nature
that will preclude me from obtaining employment in the Clothing
Industry in the Western Province.

I hereby claim the moneys due to me in terms of the Provident
Fund Agreement.

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

A medical certificate in support of this application is attached.
Witness..... Signature.....
Date.....

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 also be
attached.

ANNEXURE F

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)

PROVIDENT FUND

NOMINATION OF BENEFICIARY TO RECEIVE BENEFITS

1. I, the undersigned contributor.....

(Name of contributor in block letters)

Service card No..... hereby appoint as my beneficiary
.....
.....

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

2. I indemnify the Council as represented by the Management
Committee of the said Fund against any claim made by the
representative of my deceased estate or by any person whatsoever
for payment of any benefits from the said Fund: Provided that pay-
ment 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.....

As witnesses:

1.
2.

AANHANGSEL E

Die Sekretaris
Die Bestuurskomitee
Bystandsfonds van die Klerasienywerheid (KaaP)
Posbus 1536
Kaapstad

AANSOEK OM ONGESKIKTHEIDSBYSTAND

Naam..... Voorheen.....
Voornam.....
Geboortedatum..... Bloudienskaartnommer.....
Bevoordeelde.....
Adres van bevoordeelde.....

Ek verklaar hierby dat ek die diens van mnre.....
verlaat het as gevolg van swak gesondheid/ongeskiktheid wat my
sal verhoed om diens in die Klerasienywerheid in die Westelike
Provinsie te aanvaar.

Ek eis hierby die geld wat ingevolge die Bystandsfondsooreen-
koms aan my verskuldig is.

Die ongeskiktheid waaraan ek ly is (gee 'n kort beskrywing):
.....
.....
.....

'n Mediese sertifikaat ter steuning van hierdie aansoek word
hierby aangeheg.

Getuie..... Handtekening.....
Datum.....

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

AANHANGSEL F

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID
(KAAP)

BYSTANDSFONDS

BENOEMING VAN BEVOORDEELDE OM BYSTAND TE
ONTVANG

1. Ek, die ondergetekende bydraer.....

(Naam van bydraer in blokletters)

Dienskaartnommer..... stel hierby as my bevoordeelde
aan.....

(Volle naam en adres van bevoordeeldes in blokletters)

ingevolge die Reëls van die Bystandsfonds om enige voordele te
ontvang wat my as gevolg van my afsterwe uit genoemde Fonds
mag toeval, en ek stem toe dat geen wysiging in die aanstelling van
die bevoordeelde deur die Bystandsfonds erken moet word nie tensy
ek die Sekretaris van die Fonds, Posbus 1536, Kaapstad, skriftelik
daarvan in kennis stel.

2. Ek vrywaar die Raad, soos verteenwoordig deur die Bestuurs-
komitee van genoemde Fonds, teen enige eis wat deur die verteen-
woordiger van my bestorwe boedel of deur enige persoon hoege-
naamd ingestel mag word vir betaling van enige voordele uit genoemde
Fonds: Met dien verstande dat my bevoordeelde ingevolge hiervan
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 Bystandsfonds is daarna geheel en al van aan-
spreeklikheid onthef om enige sodanige voordeel aan my bevoor-
deelde of enige ander persoon hoegenaamd te betaal.

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

gedateer.....
Handtekening van bydraer.....
Adres van bydraer.....

As getuies:

1.
2.

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