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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 6

6 January 1995

WAGE ACT, 1957

AMENDMENT OF WAGE DETERMINATION 408: METAL CONTAINERS AND ALLIED PRODUCTS INDUSTRY, CERTAIN AREAS

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 15 (6) of the Wage Act, 1957, amend Wage Determination 408: Metal Containers and Allied Products Industry, Certain Areas, published under Government Notice No. R. 1039 of 22 May 1981, as amended by Government Notice No. R. 2365 of 5 November 1982 and No. R. 3404 of 24 December 1992, in accordance with the Schedule hereto and fix the third Monday after the date of publication of this notice as the date from which the said amendment shall be binding.

T. T. MBOWENI,

Minister of Labour.

SCHEDULE

1. In clause 2—

(1) insert the following definitions:

- (a) "(16A) 'daily wage' means an employee's hourly wage, as defined in subclause (37A), multiplied by the number of hours ordinarily worked by him on a weekday, excluding any day on which he does not work more than five hours; (15A)";
- (b) "(37A) 'hourly wage' means, except in the case of a casual employee, an employee's weekly wage divided by his weekly ordinary

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 6

6 Januarie 1995

LOONWET, 1957

WYSIGING VAN LOONVASSTELLING 408: METAAL- HOUER- EN AANVERWANTE PRODUKTENYWER- HEID, SEKERE GEBIEDE

Ek, Tito Titus Mboweni, Minister van Arbeid, wysig hierby kragtens artikel 15 (6) van die Loonwet, 1957, Loonvasstelling 408: Metaalhouer- en Aanverwante Produktenywerheid, Sekere Gebiede, gepubliseer by Goewermentskennisgewing No. R. 1039 van 22 Mei 1981, soos gewysig deur Goewermentskennisgewings No. R. 2365 van 5 November 1982 en No. R. 3404 van 24 Desember 1992 ooreenkomstig die Bylae hiervan en bepaal die derde Maandag na die datum van publikasie van hierdie kennisgewing as die datum waarop genoemde wysiging bindend word.

T. T. MBOWENI,

Minister van Arbeid.

BYLAE

1. In klousule 2—

(1) voeg die volgende omskrywings by:

- (a) "(15A) 'dagloon' 'n werknemer se uurloon, soos in subklousule (64A) omskryf, vermenigvuldig met die aantal ure wat hy gewoonlik op 'n weekdag werk, uitgesonderd enige dag waarop hy nie langer as vyf uur werk nie; (16A)";
- (b) "(64A) 'uurloon', uitgesonderd in die geval van 'n los werknemer, 'n werknemer se weekloon gedeel deur sy gewone werkure in 'n

hours of work, and in the case of a casual employee it means, subject to clause 3 (1) (b) (ii), the wage payable to him for the day on which he works, divided by his ordinary hours of work for that day; (64A)";

(c) "(49A) 'monthly wage' means an employee's weekly wage multiplied by four and a third; (42A)";

(d) "(51A) 'ordinary hours of work' means the hours of work prescribed in clause 5 (1) or if by agreement between an employer and his employee the latter works a lesser number of hours, such shorter hours; (25A)";

(e) "(52A) 'paid holiday' means New Year's Day, or the succeeding Monday whenever New Year's Day falls on a Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Republic Day, Day of the Vow and Christmas Day; (9A)";

(f) "(56A) 'qualified', in relation to an employee, means that the experience of an employee of his class entitles him to the highest wage rate prescribed for that class; (24A)";

(2) substitute the following for subclause (1), (2), (19), (22), (24), (44), (52) and (75):

"(1) 'apprentice' means an employee defined as an apprentice or a trainee in the Manpower Training Act, 1981; (65)";

"(2) 'artisan' means an employee who has completed or is deemed to have completed a contract of apprenticeship in a trade designated or deemed to have been designated in terms of the Manpower Training Act, 1981, or who holds a certificate issued or deemed to have been issued to him by the Registrar of Manpower Training and conferring artisan status on him in terms of that Act, and any other employee engaged in work normally performed by an artisan except where specifically otherwise provided in this Determination; (1)";

"(19) 'drawn and wall-ironed two-piece container' means a container of a body thickness of less than 0,4 millimetres manufactured only from the drawing out and wall-ironing of a sheet-metal disc, but does not include any two-piece container manufactured by any other process of forming or by extrusion from non-ferrous slugs; (25)";

"(22) 'emergency work' means—

(a) any work which, owing to fire, storm, accident, epidemic, act of violence, theft, sabotage, industrial unrest, breakdown of plant or machinery or breakdown or threatened breakdown of buildings or any other such unforeseen circumstances, must be done without delay;

(b) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours;

(c) any work in connection with the loading or unloading of—

(i) ships;

week en, in die geval van 'n los werknemer beteken dit, onderhewig aan klousule 3 (1) (b) (ii), die loon aan hom betaalbaar vir die dag wat hy werk, gedeel deur sy gewone werkure vir daardie dag; (37A)";

(c) "(42A) 'maandloon' 'n werknemer se weekloon vermenigvuldig met vier en 'n derde; (49A)";

(d) "(25A) 'gewone werkure' die werkure in klousule 5 (1) voorgeskryf of, indien volgens ooreenkoms tussen die werkgever en sy werknemer laasgenoemde korter ure werk, beteken dit sodanige korter ure; (51A)";

(e) "(9A) 'betaalde vakansiedag' Nuwejaarsdag of die eersvolgende Maandag wanneer Nuwejaarsdag op 'n Sondag val, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartdag, Republiekdag, Geloftedag en Kersdag; (52A)";

(f) "(24A) 'gekwalfiseerd', met betrekking to 'n werknemer, dat die ondervinding van 'n werknemer in sy klas hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; (56A)";

(2) vervang subklousules (1), (25), (31), (48), (50), (52), (65) en (71) met die volgende:

"(1) 'ambagsman' 'n werknemer wat 'n kontrak van vakleerlingskap voltooi het of geag word so 'n kontrak voltooi het in 'n ambag aangevys of geag aangewys te wees ingevolge die Wet op Mannekragopleiding, 1981, of wat die houer is van 'n sertifikaat wat aan hom uitgereik is of geag word aan hom uitgereik te wees deur die Registrateur van Mannekragopleiding en wat ambagsmanstatus aan hom verleen ingevolge daardie Wet, en ook enige ander werknemer wat werk doen wat gewoonlik deur 'n ambagsman verrig word behalwe waar spesifiek anders in hierdie Vasstelling bepaal word; (2)";

"(25) 'getrokke en versterkte tweestukhouer' 'n houer waarvan die wande 'n dikte van minder as 0,4 millimeter het, wat net deur die uittrek en versterking van 'n plaatmetaalskyf vervaardig word, maar omvat dit nie 'n tweestukhouer wat deur middel van enige ander vormingsproses of deur uitpersing uit nie-ysterhoudende ru-metaalstukke vervaardig word nie; (19)";

"(31) 'ingenieursoperateur' 'n werknemer wat opgelei is in die werk wat normaalweg deur 'n ambagsman verrig word, maar nie 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, deurloop het nie, of nie deur die Registrateur van Mannekragopleiding as 'n ambagsman erken word nie, maar werk verrig wat 'n groot aantal van die vaardighede wat deur 'n ambagsman uitgeoefen word, vereis; (24)";

"(48) 'noodwerk'—

(a) enige werk wat, weens onvoorsiene omstandighede soos 'n brand, 'n storm, 'n ongeluk, 'n epidemie, 'n gewelddaad, diefstal, sabotasie, nywerheidsonrus of die onklaarraking van 'n installasie of masjinerie, of weens die feit dat geboue onbruikbaar is of dreig om onbruikbaar

- (ii) trucks or vehicles of Transnet Ltd;
- (iii) vehicles used by a cartage contractor in the fulfilment of his contract as such with Transnet Ltd; (48)";

"(24) 'engineering operative' means an employee who has been trained in work normally performed by an artisan but who has not served an apprenticeship in terms of the Manpower Training Act, 1981, or is not recognised by the Registrar of Manpower Training as an artisan but who does work which requires a large measure of the skills exercised by an artisan; (31)";

"(44) 'local authority' means any local government as contemplated by section 174 of the Constitution of the Republic of South Africa, 1993, or in any other Act of Parliament; (52)";

"(52) 'overtime' means that portion of any period worked by an employee in any week or on any day which is longer than his weekly or daily ordinary hours of work, as the case may be, but does not include any period during which an employee works for his employer on a paid holiday or on a Sunday; (50)";

(75) 'weekly wage' means in relation to an employee for whom a wage on an hourly basis is prescribed in clause 3 (1), his hourly wage multiplied by his ordinary hours of work as defined in subclause (51A); (71)";

(3) delete subclauses (60) and (66).

2. In clause 3—

(1) substitute the following for subclause (1) (b):

"(b) *Casual employees* — An employer shall pay a casual employee in respect of each hour or part of an hour (excluding overtime) worked by him on any day, other than a paid holiday or a Sunday, not less than the hourly wage for an ordinary employee who, in the same area, performs the same class of work as the casual employee is required to do, plus 15 per cent, or not less than the hourly wage or equivalent of the hourly wage actually being paid to the ordinary employee, whichever is the greater amount: Provided that—

(i) for the purpose of this paragraph, the expression "ordinary employee" shall mean the employee who performs the particular class of work in the employer's full-time employment and to whom the lowest wage for that class of work is being paid;

(ii) where the employer requires the casual employee—

(aa) to perform the work of a class of employee for whom a wage on a rising scale is prescribed, the expression "hourly wage" shall mean the hourly wage prescribed for a qualified employee of that class;

(ab) to work for a period of less than four hours on any day, he shall be deemed to have worked for four hours.";

te word of enige ander soanige onvoor-siene omstandighede, sonder versuim gedoen moet word;

(b) enige werk in verband met die opknapping of herstel van 'n installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie;

(c) enige werk in verband met die laai of aflaai van—

(i) skepe;

(ii) vragmotors of voertuie van Transnet Bpk;

(iii) voertuie wat deur 'n vervoer-kontrakteur gebruik word in die nakoming van sy kontrak as sodanig met Transnet Bpk; (22)";

"(50) 'oortyd' dié gedeelte van enige tydperk wat 'n werknemer in enige week of op enige dag werk wat langer is as sy weeklikse of daaglikse gewone werkure, na gelang van die geval, maar omvat dit nie enige tydperk wat 'n werknemer vir sy werkgewer op 'n Sondag of 'n betaalde vakansiedag werk nie; (52)";

"(52) 'plaaslike owerheid' enige plaaslike regering soos beoog by artikel 174 van die Grondwet van die Republiek van Suid-Afrika, 1993, of in enige ander Wet van die Parlement; (44)";

"(65) 'vakleerling' 'n werknemer wat as 'n vakleerling of 'n kwekeling omskryf word in die Wet op Mannekragopleiding, 1981; (1)";

"(71) 'weekloon' met betrekking tot 'n werknemer vir wie 'n loon in klousule 3 (1) op 'n uurlikse grondslag voorgeskryf word, sy uurloon vermenigvuldig met sy gewone werkure soos omskryf in subklousule (25A); (75)";

(3) skrap subklousules (56) en (62).

2. In klousule 3—

(1) vervang subklousule (1) (b) deur die volgende:

"(b) *Los werknemers* — 'n Werkgewer moet 'n loswerknemer ten opsigte van elke uur of gedeelte van 'n uur (uitgesonderd oortyd) wat hy op enige dag behalwe 'n betaalde vakansiedag of 'n Sondag werk, minstens die uurloon betaal vir 'n gewone werknemer wat in dieselfde gebied dieselfde klas werk verrig as dié wat van die los werknemer vereis word, plus 15 persent, of minstens die uurloon of ekwivalent van die uurlikse loon wat werklik aan die gewone werknemer betaal word, watter bedrag ook al die grootste is: Met dien verstande dat—

(i) by die toepassing van hierdie paragraaf die uitdrukking "gewone werknemer" die werknemer beteken wat die betrokke klas werk in die werkgewer se voltydse diens verrig en aan wie die laagste loon vir daardie klas werk betaal word;

(ii) waar die werkgewer van die los werknemer vereis—

(aa) om die werk te verrig van 'n klas werknemer vir wie 'n loon teen 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" die uurloon beteken wat vir 'n gekwalifiseerde werknemers van daardie klas voorgeskryf word;

(ab) om vir 'n tydperk van minder as vier uur op enige dag te werk, hy geag word vier uur lank te gewerk het.";

(2) substitute the following for subclause (1) (c):

“(c) *Duty drivers* — An employer shall pay a duty driver, in addition to any other remuneration due to him, an amount of not less than R2,50 for each hour or part of an hour spent in driving as a duty driver, subject to a minimum of R5 on any day on which duty driving is done by him.”;

(3) delete subclause (4);

(4) substitute the following for subclause (5):

“(5) *Transport allowance and expenses* — In addition to paying any other remuneration due to—

(a) an employee who uses his employer's motor transport or who is required to travel by train or by any means of conveyance other than his own, his employer shall reimburse him all the reasonable expenses incurred by him in connection with such transport in the performance of his duties, and for the purposes of this subclause the cost of overnight garaging of a motor vehicle shall be deemed to be a transport expense;

(b) an employee who is required to provide motor transport for the performance of his duties, his employer shall pay him for each kilometre travelled in the performance of his duties a transport allowance of not less than—

(i) 63 cents if the engine capacity of the vehicle concerned does not exceed 1 300 cm³;

(ii) 71 cents if the engine capacity of such vehicle exceeds 1 300 cm³ but not 1 800 cm³;

(iii) 80 cents if the engine capacity of such vehicle exceeds 1 800 cm³ but not 2 500 cm³;

(iv) 97 cents if the engine capacity of such vehicle exceeds 2 500 cm³.”;

(5) substitute the following for subclause (6):

“(6) *Subsistence expenses and allowances*—In addition to paying any other remuneration due to an employee who undertakes any journey in the performance of his duties, during which such employee is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, the employer shall—

(a) where such absence does not extend over a night, reimburse him all reasonable expenses incurred by him for meals, tea, coffee or similar beverages for himself;

(b) where such absence extends over one or more nights, reimburse him all reasonable expenses incurred for accommodation, meals, tea, coffee or similar beverages for himself or pay him a subsistence allowance of not less

(2) vervang subklousule (1) (c) deur die volgende:

“(c) *Diensdrywers* — 'n Werkgewer moet 'n diensdrywer, behalwe enige ander besoldiging wat hom toekom, betaal teen minstens R2,50 vir elke uur of gedeelte van 'n uur wat hy as 'n diensdrywer aan dryfwerk bestee, behoudens 'n minimum van R5 op enige dag waarop sodanige diensdryfwerk deur hom verrig word.”;

(3) skrap subklousule (4);

(4) vervang subklousule (5) deur die volgende:

“(5) *Vervoertoelae en -uitgawes* — Benewens die betaling van enige ander besoldiging verskuldig aan—

(a) 'n werknemer wat van sy werkgewer se motorvervoer gebruik maak of van wie vereis word om per trein of met enige ander vervoermiddel as sy eie te reis, moet sy werkgewer hom vergoed vir alle redelike uitgawes wat hy, in die uitvoering van sy pligte, in verband met sodanige vervoer aangegaan het, en by die toepassing van hierdie subklousule word die koste verbonde aan die stalling van 'n motorvoertuig oornag, geag 'n vervoeruitgawe te wees;

(b) 'n werknemers van wie vereis word om motorvervoer vir die uitvoering van sy pligte te verskaf, moet sy werkgewer hom vir elke kilometer wat hy in die uitvoering van sy pligte afgelê het, 'n vervoertoelae betaal van minstens—

(i) 63 sent, indien die enjinkapasiteit van die betrokke voertuig hoogstens 1 300 cm³ is;

(ii) 71 sent, indien die enjinkapasiteit van sodanige voertuig meer as 1 300 cm³ maar hoogstens 1 800 cm³ is;

(iii) 80 sent, indien die enjinkapasiteit van sodanige voertuig meer as 1 800 cm³ maar hoogstens 2 500 cm³ is;

(iv) 97 sent, indien die enjinkapasiteit van sodanige voertuig meer as 2 500 cm³ is.”;

(5) vervang subklousule (6) deur die volgende:

“(6) *Onderhoudsuitgawes en -toelae*—Benewens die betaling van enige ander besoldiging verskuldig aan 'n werknemer wat op enige reis wat hy in die uitvoering van sy pligte onderneem, vir 'n langer tydperk as ses agtereenvolgende ure van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is, moet sy werkgewer—

(a) waar sodanige afwesigheid nie oor 'n nag strek nie, hom vergoed vir alle redelike uitgawes wat hy vir etes, tee, koffie of soortgelyke drankie vir homself aangegaan het;

(b) waar sodanige afwesigheid oor een of meer nagte strek, hom vergoed vir alle redelike uitgawes wat hy vir verblyf, etes, tee, koffie of soortgelyke drankie vir homself aangegaan het, of 'n onderhoudstoelaag betaal van min-

than R60,00 for each night absent, whichever is the greater amount: Provided that for the purposes of this subclause the expression "night" means the period from 23:00 to 04:00."

3. In clause 4—

(1) substitute the following for subclause (5):

"(5) *Accommodation, meals and rations*—Save as provided in any other law, an employer shall not require his employee to accept accommodation, meals or rations from him or from any person nominated by him."

(2) substitute the following for subclause (6) (a):

"(a) With the written consent of the employee, a deduction for a holiday, sick, medical, insurance, savings, provident or pension fund, or subscriptions to a trade union as defined in the Labour Relations Act, 1956;"

(3) substitute the following for subclause (6) (d):

"(d) whenever an employee is required by law or agrees to accept accommodation, meals or rations from his employer, a deduction agreed to, in writing, by the employer and his employee: Provided that such deduction may not exceed 17 per cent of the employee's wage in respect of meals or rations, or eight per cent of the employee's wage in respect of accommodation;"

(4) renumber paragraph (g) of subclause (6) to read "(h)" and insert the following new paragraph (g):

"(g) with the written consent of an employee, a deduction, in one or more instalments, towards the repayment of any amount loaned or advanced to him by the employer: Provided that—

- (i) any such deduction shall not exceed one third of the total remuneration due to the employee on the pay-day concerned;
- (ii) no such deduction shall be made in respect of any period during which the employee's wage is reduced in terms of paragraph (e);
- (iii) provisos (i) and (ii) shall not apply where the contract of employment is terminated;"

4. In clause 9—

(1) substitute the following for subclause (1):

"(1) An employer who has introduced a piece-work system in his establishment shall, save as provided in clause 4 (6), pay his employee who is employed under such piece-work system, remuneration at the rates applicable under such system: Provided that, irrespective of the quantity of work done, the employer shall pay such employee not less than—

- (i) in the case of an employee other than a casual employee, in respect of each week in which piece-work is performed, the amount which he would have been required to pay such employee for that week had the employee been remunerated on the basis of time worked;

stens R60,00 vir elke nag van afwesigheid, watter bedrag ook al die grootste is: Met dien verstande dat by die toepassing van hierdie subklousule die uitdrukking "nag" die tydperk van 23:00 tot 04:00 beteken."

3. In klousule 4—

(1) vervang subklousule (5) deur die volgende:

"(5) *Huisvesting, etes en rantsoene*—Behoudens enige ander wet, mag 'n werkgewer nie van sy werknemer vereis om huisvesting, etes of rantsoene van hom of van enige persoon deur hom benoem, aan te neem nie."

(2) vervang subklousule (6) (a) deur die volgende:

"(a) Met die skriftelike toestemming van die werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, mediese hulp-, versekerings-, spaar-, voorsorg- of pensioenfonds of ledigheid van 'n vakvereniging soos omskryf in die Wet op Arbeidsverhoudinge, 1956;"

(3) vervang subklousule (6) (d) deur die volgende:

"(d) wanneer daar by wet van 'n werknemer vereis word of wanneer hy daartoe instem om huisvesting, etes of rantsoene van sy werkgewer te aanvaar, 'n bedrag soos skriftelik tussen die werknemer en sy werkgewer ooreengekom, gemaak mag word: Met dien verstande dat die bedrag nie 17 persent van die werknemer se loon ten opsigte van maaltye of rantsoene of agt persent van sy loon ten opsigte van huisvesting oorskryf nie;"

(4) hernommer paragraaf (g) van subklousule (6) tot "(h)" en voeg die volgende nuwe paragraaf (g) in:

"(g) met die skriftelike toestemming van 'n werknemer, 'n aftrekking, in een of meer paaie, ter vereffening van enige bedrag wat die werkgewer aan hom geleen of voorgeskiet het: Met dien verstande dat—

- (i) enige sodanige aftrekking hoogstens een derde mag wees van die totale besoldiging wat op die betrokke betaaldag aan die werknemer verskuldig is;
- (ii) geen sodanige aftrekking gemaak mag word nie ten opsigte van enige tydperk waartydens die werknemer se loon verminder word ingevolge paragraaf (e);
- (iii) voorbehoudsbepalings (i) en (ii) nie geld waar die dienskontrak beëindig word nie;"

4. In klousule 9—

(1) vervang subklousule (1) deur die volgende:

"(1) 'n Werkgewer wat 'n stukwerkstelsel in sy onderneming ingevoer het, moet behoudens die bepalinge van klousule 4 (6), sy werknemer wat volgens sodanige stukwerkstelsel werk, besoldig teen die tariewe wat ooreenkomstig sodanige stelsel van toepassing is: Met dien verstande dat die werkgewer, ongeag die hoeveelheid werk wat verrig is, sodanige werknemer nie minder besoldig nie as—

- (i) in die geval van 'n werknemer, uitgesonderd 'n los werknemer, vir elke week waarin stukwerk verrig word, die bedrag wat die werkgewer sodanige werknemer vir daardie week sou moes betaal het as hy die werknemer 'n tydloon betaal het;

- (ii) in the case of a casual employee, in respect of each day on which piece-work is performed, the amount which he would have been required to pay such employee for that day had the employee been remunerated on the basis of time worked.”;

(2) substitute the following for subclause (2):

“(2) An employer shall keep posted up in a conspicuous place in his establishment a schedule of the rates referred to in subclause (1), or he may in lieu thereof supply every employee with a letter signed by himself, or on his behalf, setting out the said rates.”.

No. R. 15

6 January 1995

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

CLOTHING INDUSTRY, NATAL: PROVIDENT FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 1733 of 7 October 1994 with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI,
Minister of Labour.

No. R. 16

6 January 1995

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, NATAL: NEW PROVIDENT FUND AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provision of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and
- (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 14, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1995, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the

- (ii) in die geval van 'n los werknemer, vir elke dag waarop stukwerk verrig word, die bedrag wat die werkgewer sodanige werknemer vir daardie dag sou moes betaal het as hy die werknemer 'n tydloon betaal het.”;

(2) vervang subklousule (2) deur die volgende:

“(2) 'n Werkgewer moet 'n lys van die tariewe bedoel in subklousule (1), op 'n opvallende plek in sy bedryfsinrigting opgeplak hou of hy kan in plaas daarvan elke werknemer voorsien van 'n brief deur of namens hom onderteken waarin genoemde tariewe uiteengesit is.”.

No. R. 15

6 Januarie 1995

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNISGEWING

KLERASIENYWERHEID, NATAL: VOORSORGFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing No. R. 1733 van 7 Oktober 1994 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 16

6 Januarie 1995

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, NATAL: NUWE VOORSORGFONDSOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn, en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1995 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke

said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

NEW PROFICIENT FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Natal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

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

1. SCOPE OF APPLICATION

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Industry respectively; and
- (b) in the Magisterial Districts of Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in force for the period ending 30 June 1995 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, or the Main Agreement shall have the same meaning as in those measures, and unless the context otherwise indicates, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"annual rate of return" and "rate of return" means the rate determined in terms of clause 10 which is used to calculate benefits in terms of clause 9 for each year of service up to 31 December of the year prior to the member becoming entitled to the benefit in question;

"beneficiary" means either a dependant or nominee entitled to benefits under the Fund;

"Clothing Industry" or "Industry", without in any way limiting the ordinary meaning of the expressions, shall mean the Industry in which employers and employees are associated for the making of all classes of tweed and linen hats, caps, millinery, ties, belts, braces, suspenders, brassières, corsetry and all classes of outer and undergarments, including knitted garments, shirts, collars, pyjamas and other night wear and underclothing, and all operations incidental thereto and consequent thereon carried on by such employers and any of their employees, but does not include retail dressmaking, retail millinery or the making of tailored outer garments to the measurements of individual persons, but includes the making of tailored outer garments for the execution

is by, of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE

NUWERHEIDSDRAAD VIR DIE KLERASIE-NYWERHEID (NATAL)

NUWE VOORSORGFONDSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Natal Clothing Manufacturers' Association

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

South African Clothing and Textile Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerasie-nywerheid (Natal).

1. TOEPASSINGSBESTEK

(1) Hierdie ooreenkoms moet in die Klerasienywerheid (Natal) nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is; en
- (b) in die landdrostdistrikte Chatsworth, Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 30 Junie 1995 vir die tydperk wat hy bepaal.

3. WOORDOMSKRYWING

'n Uitdrukking wat in hierdie Ooreenkoms gebruik word en wat in die Wet op Arbeidsverhoudinge, 1956, of in die Hoof-ooreenkoms omskryf is, het dieselfde betekenis as in daardie maatreëls, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike; voorts, tensy dit onbestaanbaar is, met die samehang, beteken—

"jaarlikse opbrengskoers" en "opbrengskoers" die koers wat bepaal word ingevolge klousule 10 wat gebruik word om bystand te bereken ingevolge klousule 9 vir elke jaar diens gelewer tot en met 31 Desember van die jaar voorafgaande aan dié jaar waarin die lid geregtig word om die bystand ter sprake te benut;

"begunstigde" óf 'n onafhanklike óf 'n benoemde wat ingevolge die Fonds op bystand geregtig is;

"Klerasienywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukkings enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om alle klasse tweed- en linnehoede, pette, hoede, dasse, gordels, kruisbande, kousophouers, buustelyfies, korsette en alle klasse bo- en onderklere, met inbegrip van gebreide kledingstukke, hemde, boordjies, slaappakke en ander nag- en onderklere, te maak, en alle werksaamhede te onderneem wat daarmee in verband staan of daaruit voortvloei en deur sodanige werkgewers en enigeen van hul werknemers verrig word, maar omvat dit nie klere-makery of hoedemakery vir die kleinhandel of die maak van boklere deur 'n snyer volgens die mate van individuele persone nie, maar omvat dit wel die vervaardiging

of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers, and the making of all classes of garments, including quantity production tailoring made to the order of any Government department or provincial administration, Transnet and the S.A. Airways, or local authorities;

"contributor" means any person who falls under the scope of this Agreement and is employed in the Clothing Industry, or who does not fall under the scope of the Agreement, but who the parties to the Agreement have agreed shall be permitted to participate in the Fund, and from whose wages deductions have been made or are required to have been made in terms of this Agreement;

"dependant", in relation to a nominated beneficiary, shall in all cases where a member has dependants, mean a person who depended wholly or partly upon the member;

"disability income benefit" shall mean a disability income to which a member may become entitled under a policy of insurance entered into by the Fund for the purpose of providing such benefits;

"early retirement" shall mean retirement within five years of normal retirement age;

"effective date" means the date of the coming into operation of this Agreement and of these revised rules;

"employer's account" means an account established in respect of each member in which is accumulated—

- (a) the employer's share of contributions (after deduction of the employer's share of the cost of group life assurance and income protection policy premiums that may be payable) and applicable interest in respect of that member;
- (b) the transferred employer's account;
- (c) fifty per cent of any contributions payable (after deduction of the employer's share of the cost of any group life assurance premiums that may be payable) and applicable interest in respect of a member entitled thereto under the group income protection policy;

which amounts shall be taken into account in determining the member's benefits in terms of these rules;

"exempt contributor" means a contributor in respect of whom contributions are no longer required to be made by an exempt employer;

"exempt employer" means an employer who has been exempted from contributing in respect of employees in terms of clause 15;

"Fund" means the Provident Fund provided for in terms of clause 4 of this Agreement;

"group life assurance benefit" means the benefit to which a member is entitled under a policy of assurance entered into by the Fund with an underwriter to provide such benefits;

"group life assurance policy" means a policy of assurance entered into by the Fund in terms of subclause 5 (f) of clause 5 to provide for benefits upon death in terms of subclause (1) (c) of clause 8 of these rules;

"group income protection policy" means a policy of insurance entered into by the Fund in terms of subclause (5) (f) of clause 5 for the purpose of providing a disability income for members in terms of subclause (1) (e) of clause 8 of these rules;

van boklere deur snyers ter uitvoering, volgens spesiale mate, van die bestellings van handelaars wie se klant-mate die verantwoordelikheid is van of geneem word deur sodanige handelaars, en die maak van alle klasse kledingstukke, met inbegrip van grootmaatsnyersklere volgens die bestellings van 'n Staatsdepartement of provinsiale administrasie, Transnet en die S.A. Lugdiens of plaaslike owerhede;

"bydraer" enige persoon wat binne die bestek van hierdie Ooreenkoms val en wat in die Klerasienywerheid werksaam is, of wat nie binne die bestek van die Ooreenkoms val nie, maar wat die partye by die ooreenkoms ooreengekom het toegelaat mag word om deel te neem aan die Fonds, en van wie se loon aftrekkings ingevolge hierdie Ooreenkoms gemaak is of gemaak moet word;

"afhanklike" met betrekking tot 'n benoemde begunstigde, in alle gevalle waar 'n lid afhanklikes het, 'n persoon wat ten volle of gedeeltelik van die lid afhanklik was;

"ongeskiktheidsinkomstebystand" 'n ongeskiktheidsinkomste waarop 'n lid geregtig kan word onder 'n versekeringspolis uitgeneem deur die Fonds vir die doel om sodanige bystand te voorsien;

"vroee aftrede" aftrede binne vyf jaar voor normale aftree-ouderdom;

"effektiewe datum" die datum van inwerkingtreding van hierdie Ooreenkoms en van hierdie hersiene reëls;

"werkgewer se rekening" 'n rekening wat ten opsigte van elke lid geopen is en waarin geakkumuleer is—

- (a) die werkgewer se deel van bydraes (na aftrekking van die werkgewer se deel van die koste van groepsleuensversekerings- en inkomstebeskeringspolispriemies wat betaalbaar mag wees) en toepaslike rente ten opsigte van daardie lid;
- (b) die werkgewer se rekening wat oorgedra is;
- (c) vyftig persent van enige bydraes betaalbaar (na aftrekking van die werkgewer se deel van die koste van enige groepsleuensversekeringspriemies wat betaalbaar mag wees) en toepaslike rente ten opsigte van 'n lid wat daarop geregtig is ingevolge die groepsinkomstebeskeringspolis;

welke bedrae in berekening gebring moet word wanneer die lid se bystand ingevolge hierdie reëls bepaal word;

"vrygestelde bydraer" 'n bydraer ten opsigte van wie bydraes nie meer gemaak hoef te word nie deur 'n vrygestelde werkgewer;

"vrygestelde werkgewer" 'n werkgewer wat ingevolge klousule 15 daarvan vrygestel is om bydraes ten opsigte van werknemers te maak;

"Fonds" die Voorsorgfonds waarvoor voorsiening gemaak is in klousule 4 van hierdie Ooreenkoms;

"groepsleuensversekeringsbystand" die bystand waarop 'n lid geregtig is ingevolge 'n versekeringspolis aangegaan deur die Fonds met 'n onderskrywer om sodanige bystand te verskaf;

"groepsleuensversekeringspolis" 'n versekeringspolis aangegaan deur die Fonds ingevolge subklousule 5 (f) van klousule 5 om voorsiening te maak vir bystand by dood ingevolge subklousule (1) (c) van klousule 8 van hierdie reëls;

"groepsinkomstebeskeringspolis" 'n versekeringspolis aangegaan deur die Fonds ingevolge subklousule 5 (f) van klousule 5 met die doel om ingevolge subklousule (1) (e) van klousule 8 van hierdie reëls 'n ongeskiktheidsinkomste vir lede te voorsien;

"interim rate" means the rate determined in terms of clause 10 to be applied in determining benefits in terms of clause 9 for any part year since the prior year ended 31 December;

"late retirement" means retirement after the normal retirement age;

"Main Agreement" means the Agreement of the Council in which wages are prescribed for employees in the industry published in terms of section 48 of the Act;

"member" means a person entitled to receive benefits under the Fund and in respect of whom contributions are, or have been, made, and shall include expressions such as "contributor", "paid up contributor" and "exempt contributor";

"member's account" means an account established in respect of each member in which is accumulated—

- (a) the member's share of contributions (after deduction of the member's share of the cost of group life assurance and income protection policy premiums that may be payable) and applicable interest in respect of that member;
- (b) the transferred member's account;
- (c) 50 per cent of any contributions payable (after deduction of the member's share of the cost of any group life assurance premiums that may be payable) and the applicable interest in respect of a member entitled thereto under the group income protection policy;

which amounts shall be taken into account in determining the member's benefits in terms of these rules;

"nominee" means a person other than a dependant who has been nominated by a member to receive benefits under the Fund;

"old rules" means the rules which applied to the Fund at 31 August 1993;

"paid-up contributor" means a member, other than an exempt contributor, in respect of whom contributions have been discontinued and who has not received a benefit to which he may become entitled;

"past service" means service in the industry prior to the establishment of this Fund on 14 February 1961 during which any member contributed to the Garment Worker's Industrial Union, Natal, Provident Fund, and who has not received any benefits from that Fund;

"record of service card" means the record of service card provided for in clause 15 (1) of the Main Agreement;

"retiring age" and **"normal retirement age"** means the age of 60 years in the case of male contributors and 55 years in the case of female contributors;

"retrenchment benefit" shall mean the benefit determined in terms of these rules which is payable when a member leaves the Fund upon being retrenched;

"Secretary" means the Secretary of the Council and shall include any official appointed to act in the absence of the Secretary;

"service" means all periods of employment in the industry, from the date a member last joined the Fund, in respect of which—

- (i) contributions were made, or due to have been made, on behalf of a member by his employers;
- (ii) the member was an exempt contributor;

"transferred funds" means amounts of money transferred into the Fund from any other fund in respect of a member;

"tussentydse koers" die koers wat bepaal word ingevolge klousule 10 wat toegepas moet word om bystand ingevolge klousule 9 te bepaal vir enige gedeelte van 'n jaar sedert die vorige jaar op 31 Desember geëindig het;

"laat aftrede" aftrede na die normale aftree-ouderdom;

"Hoofdooreenkoms" die Ooreenkoms van die Raad waarin lere beskryf word vir werknemers in die Nywerheid en wat gepubliseer is ingevolge artikel 48 van die Wet;

"lid" 'n persoon wat kwalifiseer om bystand ingevolge die Fonds te ontvang en ten opsigte van wie bydraes gemaak is of word, en omvat dit uitdrukkings soos "bydraer", "opbetaalde bydraer" en "vrygestelde bydraer";

"lid se rekening" 'n rekening wat ten opsigte van elke lid geopen is en waarin geakkumuleer is—

- (a) die lid se deel van bydraes (na aftrekking van die lid se deel van die koste van groepslebensversekerings- en inkomstebeskermingspolispremies wat betaalbaar mag wees) en toepaslike rente ten opsigte van daardie lid;
- (b) die lid se rekening wat oorgedra is;
- (a) 50% van enige bydraes betaalbaar (na aftrekking van die lid se deel van die koste van enige groepslebensversekeringspremies wat betaalbaar mag wees) en toepaslike rente ten opsigte van 'n lid wat daarop geregtig is ingevolge die groepsinkomstebeskermingspolis;

welke bedrae in berekening gebring moet word wanneer die lid se bystand ingevolge hierdie reëls bepaal word;

"benoemde" 'n ander persoon as 'n afhanklike wat deur 'n lid benoem is om bystand ingevolge die Fonds te ontvang;

"ou reëls" die reëls wat op 31 Augustus 1993 op die Fonds van toepassing was;

"opbetaalde bydraer" 'n lid, uitgesonderd 'n vrygestelde lid, ten opsigte van wie bydraes stopgesit is en wat nie bystand ontvang het nie waartoe hy geregtig kan word;

"vorige diens" diens in die Nywerheid voor die stigting van hierdie Fonds op 14 Februarie 1961 waartydens 'n lid bygedra het tot die Garment Workers' Industrial Union, Natal, Voorsorgfonds en wat nie enige bystand van daardie Fonds ontvang het nie;

"diensrekordkaart" die diensrekordkaart bedoel in klousule 15 (1) van die Hoofdooreenkoms;

"aftree-ouderdom" en **"normale aftree-ouderdom"** die ouderdom van 60 jaar in die geval van manlike bydraers en 55 jaar in die geval van vroulike bydraers;

"bystand by afdank" die bystand wat ingevolge hierdie reëls bepaal word en wat betaalbaar is wanneer 'n lid die Fonds by afdanking verlaat;

"Sekretaris" die Sekretaris van die Raad en sluit dit enige beampte in wat aangestel is om in die afwesigheid van die Sekretaris op te tree;

"diens" alle tydperke van diens in die Nywerheid, vanaf die datum waarop 'n lid die laaste keer by die Fonds aangesluit het, ten opsigte waarvan—

- (i) bydraes namens 'n lid deur sy werkgewers gemaak is of gemaak moes word;
- (ii) die lid 'n vrygestelde bydraer was;

"fondse wat oorgedra is" bedrae geld wat vanuit enige ander fonds ten opsigte van 'n lid na die Fonds oorgedra is;

"transferred employer's account" means the amount determined by the Fund's actuary as being the balance of the actuarial reserve as at 1 September 1993 in respect of a particular member;

"transferred member's account" means the member's share under the old rules, as determined by the Fund's actuary;

"underwriter" means a life assurer contracted by the Fund to provide insured death, disability, medical or funeral benefits;

"withdrawal benefit" means the benefit determined in terms of these rules payable when a member leaves the Fund other than through death, retirement or retrenchment.

4. PROVIDENT FUND

The Fund established in terms of the Agreement, published under Government Notice No. 692 of 12 May 1961, for the purpose of providing benefits for members as provided in this Agreement and known as the Clothing Industry (Natal) Provident Fund, hereinafter referred to as the "Fund", is hereby continued.

The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with the provisions of this Agreement;
- (b) all interest, income and capital appreciation derived from the investment of any moneys of the Fund;
- (c) money transferred into the Fund from another Fund in respect of a member;
- (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 consisting of two employers' representatives and two employee's representatives appointed by the Industrial Council for the Clothing Industry (Natal) in terms of clause 9 (6) 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.

(3) One employer's representative and one employee's representative shall constitute a quorum and all matters and 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 purpose of a quorum and if no quorum is present within 30 minutes of the time fixed the meeting will stand adjourned to a date no later than seven days thereafter to be fixed by the Chairman. At the meeting held by virtue of such adjournment, 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. 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.

(4) All expenses of administration shall be a charge against the Fund.

"werkgever se rekening wat oorgedra is" die bedrag bepaal deur die Fonds se aktuaris as synde die balans van die aktuariële reserwe soos op 1 September 1993, ten opsigte van 'n bepaalde lid;

"lid se rekening wat oorgedra is" die lid se deel onder die ou reëls soos bepaal deur die Fonds se aktuaris;

"onderskrywer" 'n lewensversekeraar wat deur die Fonds gekontrakteer is om versekerde doods-, ongeskiktheids-, mediese of begrafnisbystand te verskaf;

"bystand by onttrekking" die bystand bepaal ingevolge hierdie reëls wat betaalbaar is wanneer 'n lid die Fonds verlaat buiten in die geval van dood, aftrede of afdanking.

4. VOORSORGFONDS

Die Fonds ingestel kragtens die Ooreenkoms, gepubliseer by Goewermenskennisgewing No. 692 van 12 Mei 1961, met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal, en bekend as die Voorsorgfonds vir die Klerasiennywerheid (Natal), hieronder die "Fonds" genoem, word hierby voortgesit.

Die Fonds bestaan uit—

- (a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;
- (b) alle rente, inkomste en kapitaalgroei verkry uit die belegging van enige gelde van die Fonds;
- (c) geld wat ten opsigte van 'n lid vanuit enige ander fonds in die Fonds oorgeplaas is;
- (d) enige ander bedrag waarop die Fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN BESTUURSKOMITEE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit werkgewers- en twee werknemersverteenvoordigers wat deur die Nywerheidsraad vir die Klerasiennywerheid (Natal) ingevolge klousule 9 (6) van die Konstitusie van die Raad aangestel is op 'n behoorlik gekonstitueerde vergadering van die Raad, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat *ex officio* lede van die Bestuurskomitee is.

(2) Vir elke verteenwoordiger moet daar 'n plaasvervanger aangestel word.

(3) Een werkgewersverteenvoordiger en een werknemersverteenvoordiger maak 'n kworum uit, en daar word by wyse van 'n meerderheid van stemme oor alle sake besluit. Die Voorsitter het alleenlik 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, kan vir die doel van 'n kworum geag word volle verteenwoordigers te wees, en as geen kworum binne 30 minute ná die vasgestelde tyd teenwoordig is nie, moet die vergadering verdaag word tot 'n datum wat nie later is nie as sewe dae daarna en wat deur die Voorsitter bepaal word. Op die vergadering wat uit hoofde van sodanige verdagting gehou word, waarvan die lede skriftelik in kennis gestel moet word, maak diegene wat teenwoordig is, 'n kworum uit. Vir die doel van 'n kworum word die Voorsitter en Ondervoorsitter van die Raad, indien teenwoordig, geag verteenwoordigers te wees. Indien 'n 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 'n dergelike vermindering in die stemkrag van die ander kant aangebring word ten einde gelykheid van stemkrag te bewaar. Geen mosie mag oorweeg word nie, tensy dit gesekondeer is, en daar moet oor alle sake wat die onderwerp van mosies uitmaak, beslis word by wyse van 'n meerderheidstem van diegene wat teenwoordig is.

(4) Alle administrasiekoste kom ten laste van die Fonds.

- (5) 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 subcommittee 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;
 - contract with an underwriter to underwrite such death, disability, medical or funeral benefits as the committee may deem necessary and desirable, and shall authorise the payment of all such premiums as shall become due and payable under such policy for insurance as may be required by the underwriter;
 - perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund.

Two copies of the rules of the Fund and any amendments thereof which shall not be inconsistent with any Act or this Agreement shall be lodged with the Secretary of the Council, who shall transmit one copy to the Industrial Registrar.

6. CONTRIBUTIONS

(1) For the purpose of the Fund, each employer shall deduct from the wages of each of his employees who have worked during any week, irrespective of the time so worked, 3 per cent of an employee's actual basic weekly earnings with effect from the date of coming into operation of this Agreement: Provided that no deductions shall be made from the wages of any contributor after retirement age, unless he has elected to defer his retirement.

(2) In addition to the amounts so deducted the employer shall contribute an equal amount to that deducted from each employee's weekly earnings.

(3) The employer shall pay all such contributions, monthly, by the tenth day of each month, to the Secretary of the Council.

(4) Such total sum must be accompanied by a list showing the name and address of the employer and the record of service card number of employees from whom deductions are made, the amount of each deduction and the total amount of the employer's contribution.

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

- the full names and address of each contributor;
- the record of service card number of each contributor;
- a duly completed Beneficiary Nomination Form, as prescribed in Annexure H, stating the name/s and address/es of the contributor's beneficiary/beneficiaries or nominee/s,

and the employer shall thereafter notify the Fund week by week of all changes in the list of contributors.

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

(7) An employer shall not deduct the whole or any part of his 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.

- (5) Die Bestuurskomitee het die bevoegdheid om—
- alle betalings en uitgawes namens die Fonds goed te keur;
 - besoldigde werknemers van die Fonds in diens te neem en te ontslaan, hul besoldiging vas te stel en hul pligte te omskryf;
 - subkomitees aan te stel om te help met die administrasie van die Fonds;
 - toesig te hou oor die werk van 'n subkomitee wat aangestel is;
 - reëls op te stel vir die betaling van bystand en om die tyd en plek vir sodanige betalings te bepaal;
 - 'n kontrak met 'n onderskrywer aan te gaan om sodanige doods-, ongeskiktheids-, mediese of begrafnisvoordele te onderskryf as wat die komitee nodig en wenslik mag vind en sal betaling magtig van alle sodanige premies wat betaalbaar is in terme van sodanige versekeringspolis soos deur die onderskrywer vereis word;
 - alle ander pligte uit te voer soos die Komitee nodig of wenslik mag ag vir die behoorlike administrasie van die Fonds.

Twee kopieë van die reëls van die Fonds en alle wysigings daarvan wat nie onbestaanbaar met 'n wet of met hierdie Ooreenkoms mag wees nie, moet by die Sekretaris van die Raad ingedien word wat een kopie aan die Nywerheids-registrateur moet deurstuur.

6. BYDRAES

(1) Vir die doeleindes van die Fonds moet elke werkgewer van die lone van elk van sy werknemers wat gedurende enige week gewerk het, ongeag die tyd aldus gewerk, 3% van 'n werknemer se werklike basiese weekloon aftrek, met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms: Met dien verstande dat geen aftrekkings gemaak mag word nie van die lone van enige bydraer na afree-ouderdom, tensy hy verkies het om sy afrede uit te stel.

(2) Bo en behalwe die bedrae wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag aan dié wat van elke werknemer se weekloon afgetrek is, bydra.

(3) Die werkgewer moet alle sodanige bydrae maandeliks teen die tiende dag van elke maand aan die Sekretaris van die Raad betaal.

(4) Sodanige totale bedrag moet vergesel gaan van 'n lys waarop die naam en adres van die werkgewer aangedui is en die diensrekordkaartnommer van werknemers van wie aftrekkings gemaak word, die bedrag van elke aftrekking en die totale bedrag van die werkgewer se bydrae.

(5) In die geval van die eerste van sodanige betalings deur enige werkgewer moet die totaal vergesel wees van die volgende addisionele inligting—

- die volle name en adresse van elke bydraer;
- die diensrekordkaartnommer van elke bydraer;
- 'n behoorlik ingevulde Begunstigdebenoemingsvorm, soos voorgeskryf in Aanhangsel H, waarop die na(a)m(e) en adres(se) van die bydraer se begunstigde(s) of benoemde(s) aangedui is,

en die werkgewer moet daarna die Fonds week na week in kennis stel van alle veranderings in die lys van bydraers.

(6) Die werkgewer moet die Fonds elke maand verwittig van alle bydraers wat vir vier agtereenvolgende loonweke of langer sonder besoldiging afwesig was.

(7) 'n Werkgewer mag nie sy eie bydrae in die geheel, of 'n deel daarvan, van die verdienste van 'n bydraer aftrek of enige teenprestasie ten opsigte van sodanige bydrae van die bydraer ontvang nie.

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

(9) If any contribution is made to the Fund in error, 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 member as a result of such member having made to the Fund payments which were not due the Management Committee may set off the amount of benefits 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 member.

(11) In respect of every member in receipt of a disability income benefit, where the underwriter is obliged to maintain such member's contributions to the Fund, such contributions shall become payable as provided in the policy of assurance issued by the underwriter. Such contributions, after deduction of any group life assurance premiums, shall be applied equally to the member's account and the employer's account.

(12) The contributions made in respect of each member shall be applied equally, after deduction of any group life and income protection assurance premiums, to such member's account and employer's account.

7. FINANCE

(1) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. 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) Moneys surplus to the Fund's requirements and those of its expenses shall be invested in—

- (a) building societies or banks registered in terms of the Mutual Banks Act, 1993 (No. 124 of 1993), or the Deposit-taking Institutions Act, 1990 (No. 94 of 1990), respectively, or the Post Office Savings Bank;
- (b) bills, bonds or securities issued or guaranteed by the Government of the Republic of South Africa or a provincial administration;
- (c) 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;
- (d) bills, bonds or securities issued or guaranteed by the Rand Water Board of the Electricity Supply Commission or by any institution which is, in the opinion of the Registrar of Pension Funds appointed in terms of the Pension Funds Act, 1956, financially sound and which has been approved by him;
- (e) deposits with, or debentures quoted on a stock exchange in the Republic of South Africa issued by the Land and Agricultural Bank of South Africa;
- (f) South African Reserve Bank stock;
- (g) first mortgages and housing loans, by way of investment, to individual members, to enable the member—
 - (i) to redeem a loan granted to the member by a person other than the Fund, against security of immovable property which belongs to the member or his or her spouse and on which a dwelling has been or will be erected which is occupied or, as the case may be, will be occupied by the member or a dependant of the member;
 - (ii) to purchase a dwelling or to purchase land and erect a dwelling on it, for occupation by the member or a dependant of the member;

(9) Indien 'n bedrag per abuis tot die Fonds bygedra word, is die Fonds nie daarvoor aanspreeklik om daardie bydrae na verloop van ses maande vanaf die datum van sodanige betaling terug te betaal nie.

(10) Wanneer bystand per abuis aan 'n lid betaal is as gevolg daarvan dat sodanige lid bedrae aan die Fonds betaal het wat nie verskuldig was nie, kan die Bestuurskomitee die bedrag van die bystand wat aldus betaal is, verreken—

- (a) teen 'n bedrag wat as 'n terugbetaling van sodanige bydraes wat nie verskuldig was nie, van die Fonds geëis word; en
- (b) teen toekomstige bystand wat deur die Fonds aan genoemde lid verskuldig mag word.

(11) Ten opsigte van elke lid wat 'n ongeskiktheids-inkomstebystand ontvang, waar die onderskrywer verplig is om sodanige lid se bydraes aan die Fonds te betaal, word sodanige bydraes betaalbaar soos bepaal in die verskeringspolis uitgereik deur die onderskrywer. Sodanige bydraes, na aftrekking van enige groepsleuensversekeringspremies, word gelykwaardig toegepas op die lid se rekening en die werkgever se rekening.

(12) Die bydraes wat ten opsigte van elke lid gemaak word, word, na aftrekking van enige groepleuensversekerings- en inkomstebeskeringsversekeringspremies, gelykwaardig op sodanige lid se rekening en die werkgever se rekening toegepas.

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. Opvragings uit die Fonds moet geskied per tjek, wat onderteken moet word deur dié persone wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig mag word.

(2) Geld wat meer is as die Fonds se behoeftes en sy uitgawes, word belê—

- (a) in bouverenigings of banke wat onderskeidelik ingevolge die Wet op Onderlinge Banke, 1993 (No. 124 van 1993), of die Wet op Depositnemende Instellings, 1990 (No. 94 van 1990), geregistreer is, of die Posspaarbank;
- (b) in wissels, verbande of sekuriteite uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika of 'n provinsiale administrasie;
- (c) in wissels, verbande of sekuriteite uitgereik of gewaarborg deur, of deposito's by, 'n plaaslike owerheid in die Republiek van Suid-Afrika wat by wet gemagtig is om belastinge op onroerende eiendom te hef;
- (d) in wissels, verbande of sekuriteite uitgereik of gewaarborg deur die Randwaterraad of die Elektrisiteitsvoorsieningskommissie of deur 'n inrigting wat, na die mening van die Registrateur van Pensioenfondse wat ingevolge die Wet op Pensioenfondse, 1956, aangesel is, finansiële gesond is en deur hom goedgekeur is;
- (e) in deposito's by, of obligasies genoteer op, 'n effektebeurs in die Republiek van Suid-Afrika, uitgereik deur die Land- en Landboubank van Suid-Afrika;
- (f) in effekte van die Suid-Afrikaanse Reserwebank;
- (g) in eerste verbande en huislenings, as belegging, aan individuele lede, wat die lid in staat stel—
 - (i) om 'n lening, wat aan die lid toegestaan is deur 'n ander persoon as die Fonds, te delg, teenoor sekuriteit van onroerende eiendom wat aan die lid of sy of haar gade behoort en waarop 'n woning opgerig is of opgerig sal word wat bewoon word of bewoon sal word, na gelang van die geval, deur die lid of 'n afhanklike van die lid;
 - (ii) om 'n woning te koop of om grond te koop en 'n woning daarop op te rig vir bewoning deur die lid of 'n afhanklike van die lid;

- (iii) to make additions or alterations to or to maintain or repair a dwelling which belongs to the member or his or her spouse and which is occupied or will be occupied by the member or a dependant of the member (such loans will be subject to the terms and conditions as set out in clause 11 (1) of this Agreement);

(h) any other manner approved by the Industrial Registrar.

(3) The Management Committee may, by resolution at a duly constituted meeting of the Committee, authorise the use of all or part of any interest earned, and capital appreciation achieved in terms of subclause (2) of this clause for the purpose of clause 10: Provided that the amount of the interest and capital appreciation so authorised would in no period of six months ending 30 June and 31 December, respectively, exceed the amount in interest actually received and capital appreciation actually achieved (whether realised or not) by the Fund during such periods, less the administration expenses of the Fund for the period in question.

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

(5) The Management Committee shall cause full and true accounts of the Fund to be kept and shall cause monthly management accounts to be prepared.

(6) Each year for the period ending on 31 December the Management Committee shall cause to be prepared an account of all revenue and expenditure of the Fund and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Fund and countersigned by the Chairman of the Provident Fund Management Committee and shall within three months of the close of the period to which it relates be transmitted to the Industrial Registrar, together with the report made thereon by the said auditor. A copy of the annual accounts and balance sheet shall be available for inspection by the members of the Fund.

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

(8) The Management Committee shall appoint an actuary whose remuneration shall be paid out of the Fund.

(9) (a) The Management Committee shall be empowered to issue guarantees to a third party in respect of a housing loan to any member of the Fund and to invest and pledge funds as provided for herein to such third party as provided for herein, where such loan facility has been arranged by the Management Committee for the benefit of the members of the Fund.

(b) The purpose of such guarantees shall be to enable members to obtain finance from a third party so as to enable the member—

- (i) to redeem a loan granted to the member by another party, against security of immovable property which belongs to the member or his or her spouse and on which a dwelling has been or will be erected which is occupied, or, as the case may be, will be occupied by the member of a dependant of the member;
- (ii) to purchase a dwelling or to purchase land and erect a dwelling on it, for occupation by the member of a dependant of the member;
- (iii) to make additions or alterations to or to maintain or repair a dwelling which belongs to the member or his or her spouse and which is occupied or will be occupied by the member or a dependant of the member.

(c) The entitlement of members to such loan facilities in terms of subclause (a) shall be in terms clause 11 (B) of this Agreement.

- (iii) om aanbouings te doen of veranderings aan te bring aan 'n woning wat aan die lid of sy of haar gade behoort en wat bewoon word of bewoon sal word deur die lid of 'n afhanklike van die lid, of om sodanige woning in stand te hou of te herstel;

(h) op enige ander manier deur die Nywerheidsregistrator goedgekeur.

(3) Die Bestuurskomitee kan, by besluit geneem op 'n behoorlik gekonstitueerde vergadering van die Komitee, magtiging daartoe verleen dat alle rente (of 'n gedeelte daarvan) en kapitaalgroei wat ingevolge subklousule (2) van hierdie klousule verkry is, vir die toepassing van klousule 11 aangewend word: Met dien verstande dat die bedrag aan rente waarvoor daar aldus magtiging verleen word, in geen tydperk van ses maande geëindig onderskeidelik 30 Junie en 31 Desember, meer mag bedra nie as die rente wat die Fonds werklik gedurende sodanige tydperk ontvang het, min die administrasiekoste van die Fonds vir die betrokke tydperk.

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

(5) Die Bestuurskomitee moet volledige en juiste rekenings van die Fonds en maandelikse Bestuursrekenings laat byhou.

(6) Elke jaar moet die Bestuurskomitee vir die tydperk eindigende 31 Desember 'n rekening van al die inkomste en uitgawes van die Fonds en 'n staat wat sy bates en laste toon, laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Fonds en mede-onderteken word deur die Voorsitter van die Bestuurskomitee van die Voorsorgfonds en binne drie maande ná die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Mannekragbenutting gestuur word, tesame met enige verslag daaroor deur genoemde ouditeur opgestel. 'n Kopie van die rekenings en balansstate wat twee keer per jaar opgestel moet word, moet beskikbaar wees vir insae deur lede van die Fonds.

(7) Alle administrasiekoste kom ten laste van die Fonds.

(8) Die Bestuurskomitee moet 'n aktuaris aanstel wie se vergoeding uit die Fonds moet kom.

(9) (a) Die Bestuurskomitee is gemagtig om waarborge aan 'n derde party uit te reik ten opsigte van 'n huislening aan enige lid van die Fonds en om fondse te belê en te verpand soos hierin bepaal aan sodanige derde partye soos hierin bepaal, waar sodanige leningsfasiliteit deur die Bestuurskomitee gereël is ten voordele van die lede van die Fonds.

(b) Die doel van sodanige waarborge moet wees om lede in staat te stel om finansiering van 'n derde party te verkry ten einde dit vir die lid moontlik te maak—

- (i) om 'n lening wat deur 'n ander party aan die lid toegeken is, te delg teen sekuriteit van onroerende eiendom wat aan die lid of sy of haar gade behoort en waarop 'n woning opgerig is of opgerig sal word en wat bewoon word of bewoon sal word, na gelang van die geval, deur die lid of 'n afhanklike van die lid;
- (ii) om 'n woning te koop of om grond te koop en 'n woning daarop op te rig vir bewoning deur die lid of 'n afhanklike van die lid;
- (iii) om aanbouings te doen of veranderings aan te bring aan 'n woning wat aan die lid of sy of haar gade behoort en wat bewoon word of bewoon sal word deur die lid of 'n afhanklike van die lid, en om sodanige woning in stand te hou of te herstel.

(c) Die reg van lede tot sodanige leningsfasiliteite ingevolge subklousule (a) is ingevolge klousule 11 (B) van hierdie Ooreenkoms.

8. PAYMENT OF BENEFITS

- (1) Benefits shall be provided for members who—
 - (a) retire;
 - (b) leave the Industry before retirement age and withdraw from the Fund;
 - (c) die in service;
 - (d) die while in receipt of a disability income under a policy of permanent health insurance effected by the Fund on behalf of its members;
 - (e) become disabled and are unable to work, and become entitled to a disability income under a policy of permanent health insurance effected by the Fund on behalf of its members;
 - (f) satisfy the Management Committee that they have been retrenched. The Management Committee shall enquire into the circumstances of such member's termination of employment and shall be satisfied in regard thereto on production of a certificate, in the form prescribed in Annexure M, duly signed by an accredited representative of the Industrial Council.
- (2) Every member shall be required to nominate, on the form prescribed in Annexure H, dependants or nominees to whom in the event of the death of the member any benefits due shall be paid. The Management Committee of the Fund shall have absolute discretion as to the apportionment and amounts of benefits payable between dependants and nominees. In the event of the Fund not being in possession of such a nomination such benefits shall be paid to the dependants of such member: Provided that if the deceased member left no dependants or if the dependants cannot be established the benefits shall be paid into the estate of such deceased member. The Management Committee shall in its absolute discretion decide whether the deceased member left a dependant and if he left more than one dependant, how the benefit shall be allocated among them.
- (3) The forms on which applications are submitted shall be according to the type of application involved, as prescribed in Annexures A to G.
- (4) In the case of normal, early or late retirement, retrenchment or death, Fund benefits shall be payable within 30 days of the claim being submitted.
- (5) In the case of any insured benefits, a claim shall be payable within 30 days of the date of receipt by the Fund of the settlement from the underwriter.
- (6) In the case of withdrawal from the Fund, payment of the benefits shall not be payable until a period of six months has elapsed from the time the member was last employed in the Industry.
- (7) In the event of a member returning to the Industry before such claim has been met the claim shall automatically lapse and contributions shall be resumed forthwith.
- (8) In the event of a member returning to the Industry after such claim has been met, he shall be regarded as a new member.
- (9) In the event of a member continuing his membership after his normal retirement date, he shall not qualify for group life or disability income protection cover and no deduction shall be made from contributions in respect thereof.
- (10) In the event of an appointed beneficiary not claiming any benefits due in terms of this clause within three months of the death of a member, the Management Committee shall insert an advertisement in three successive issues of two newspapers circulating in the district in which the deceased member was normally resident stating the name and last known place of work of the deceased member and the fact that benefits are available for collection by the beneficiary at a place to be appointed by the Management Committee. If

8. BETALING VAN BYSTAND

- (1) Bystand moet verskaf word aan lede wat—
 - (a) aftree;
 - (b) die Nywerheid voor aftree-ouderdom verlaat en hulle aan die Fonds onttrek;
 - (c) sterf terwyl in diens;
 - (d) sterf terwyl hulle 'n ongeskiktheidsinkomste ontvang ingevolge 'n polis van permanente gesondheidsversekering wat deur die Fonds namens sy lede teweeggebring is;
 - (e) ongeskik word en nie meer kan werk nie, en geregtig word op 'n ongeskiktheidsinkomste ingevolge 'n polis van permanente gesondheidsversekering wat deur die fonds namens sy lede teweeggebring is;
 - (f) die Bestuurskomitee oortuig dat hulle afgedank is. Die Bestuurskomitee moet navraag doen oor die omstandighede van sodanige lid se diensbeëindiging en moet daarvan oortuig word deur die toon van 'n sertifikaat, op die vorm soos voorgeskryf in Aanhangsel M, behoorlik onderteken deur 'n geakkrediteerde verteenwoordiger van die Nywerheidsraad.
- (2) Elke lid moet op die vorm voorgeskryf in Aanhangsel H afhanklikes of benoemdes benoem aan wie in die geval van die afsterwe van die lid enige bystand wat hom/haar toekom, uitbetaal moet word. Die Bestuurskomitee van die Fonds moet na goeie dinkte besluit oor die verdeling van en hoeveelheid bystand betaalbaar tussen afhanklikes en benoemdes. Indien die Fonds nie in besit is van sodanige benoeming nie, moet sodanige bystand aan die afhanklikes van sodanige lid betaal word. Met dien verstande dat indien die afgestorwe lid geen afhanklikes nalaat nie, of indien die afhanklikes nie vasgestel kan word nie, die bystand aan die boedel van sodanige afgestorwe lid betaal moet word. Die Bestuurskomitee moet na goeie dinkte besluit of die afgestorwe lid 'n afhanklike nagelaat het en indien hy meer as een afhanklike nagelaat het, hoe die bystand onder hulle verdeel moet word.
- (3) Die vorms waarop aansoeke ingedien word, moet wees volgens die tipe aansoek wat betrokke is, soos voorgeskryf in Aanhangsels A tot G.
- (4) In geval van normale, vroeë of laat aftrede, afdanking of dood is Fondsbystand betaalbaar binne 30 dae vandat die eis ingedien is.
- (5) In die geval van enige versekerde bystand is 'n eis betaalbaar binne 30 dae vanaf die datum van ontvangs deur die Fonds van die uitbetaling deur die onderskrywer.
- (6) In die geval van onttrekking uit die Fonds word uitbetalings van bystand nie gemaak nie totdat 'n tydperk van ses maande verstryk het vanaf die tyd dat die lid die laaste keer in diens was in die Nywerheid.
- (7) Ingeval 'n lid tot die Nywerheid terugkeer voordat sodanige eis betaal is, vervel die eis outomaties en moet die bydraes onverwyld hervat word.
- (8) In geval 'n lid na die Nywerheid terugkeer nadat sodanige eis uitbetaal is, word hy as 'n nuwe lid beskou.
- (9) In die geval 'n lid na sy normale aftreedatum met lidmaatskap voortgaan, kwalifiseer hy nie vir groeplewens- of ongeskiktheidsinkomstebeperkingsdekking nie en word geen afrekkings van bydraes ten opsigte daarvan gemaak nie.
- (10) Ingeval 'n aangestelde begunstigde nie bystand wat ingevolge hierdie klousule verskuldig is, binne drie maande na die afsterwe van 'n bydraer eis nie, moet die Bestuurskomitee 'n advertensie plaas in drie agtereenvolgende uitgawes van twee nuusblaaie wat in omloop is in die distrik waarvan die afgestorwe bydraer gewoonlik woonagtig was, en daarin moet die naam en laas bekende werkplek van die afgestorwe bydraer gemeld word, asook die feit dat bystand vir die begunstigde beskikbaar is op 'n plek wat die Bestuurskomitee aangewys het. As die begunstigde versuim

within three months of the date of the last insertion of such advertisement the beneficiary fails to claim the benefit due to him, such benefit shall be paid into the estate of the deceased member. The cost of the advertisement shall be deducted from any moneys payable in terms of this sub-clause.

(11) The Management Committee shall cause a list to be prepared as soon as possible after 31 December of each year and within three months thereafter, showing the name of every contributor who has not been employed in the Industry during the past six months and who has not claimed benefits.

(12) The Management Committee shall no later than 31 March of the year following such six-month period cause to be published a notice stating that a list of all contributors who have not claimed benefits during the six months as stated above is available for inspection at the office of the Fund and that a duplicate list is available at the office of the trade union.

(13) The notice shall call upon all members concerned or interested persons on their behalf, to submit claims for benefits within three months and to provide full details of the grounds on which such claims are made.

(14) The notice shall be published in three consecutive issues of at least two newspapers circulating in the area of jurisdiction of the Industrial Council for the Clothing Industry (Natal).

(15) The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and shall pay to any member or person empowered to receive such benefits on his behalf who has submitted a competent claim in the manner prescribed herein, such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund. The Secretary shall send to the aforesaid trade union the list referred hereing to, which list shall state the name and last known place of work of the member and the benefit due.

9. AMOUNT OF BENEFIT

(1) Withdrawal benefits:

Upon a member becoming entitled to a withdrawal benefit he shall be entitled to—

- (a) a refund of the member's account;

PLUS

- (b) a refund, for each completed year of service (subject to a maximum of 10 years of service), of ten per cent of his employer's account;

PLUS

- (c) fifty per cent of the annual rate of return and interim rate declared in terms of clause 10.

(2) Retrenchment benefits:

Upon retrenchment a member shall be entitled to—

- (a) a refund of the member's account;

PLUS

- (b) a refund, for each completed year of service (subject to a maximum of four years of service), of 25% of his employer's account;

PLUS

- (c) the annual rate of return and interim rate, in full as has been declared in terms of clause 10.

om binne drie maande na die datum waarop sodanige advertensie vir die laaste keer geplaas is, die bystand te eis wat aan hom verskuldig is, moet sodanige bystand in die boedel van die afgestorwe bydraer gestort word. Die koste van die advertensie moet afgetrek word van geld wat ingevolge hierdie subklousule betaalbaar is.

(11) Die Bestuurskomitee moet so gou moontlik na 31 Desember van elke jaar en binne drie maande daarna 'n lys laat opstel waarin die naam van elke bydraer verskyn wat nie gedurende die voorafgaande kalenderjaar in die Nywerheid in diens was nie en wat nie bystand geëis het nie.

(12) Die Bestuurskomitee moet voor of op 31 Maart van die jaar wat volg op sodanige tydperk van een jaar 'n kennisgewing laat publiseer waarin verklaar word dat 'n lys van alle bydraes wat nie gedurende die voorafgaande jaar soos hierbo vermeld bystand geëis het nie, ter insae lê op die kantoor van die Fonds en dat 'n duplikaat lys ter insae lê op die kantoor van die vakvereniging.

(13) By sodanige kennisgewing moet alle betrokke bydraers of belanghebbendes gevra word om die bystand binne drie maande te eis en om volledige besonderhede te verstrek van die gronde waarop sodanige eise ingedien word.

(14) Die kennisgewing moet gepubliseer word in drie agtereenvolgende uitgawes van minstens twee nuusblaaie wat in die regsgebied van die Nywerheidsraad vir die Klerasiynerheid (Natal) in omloop is.

(15) Die Bestuurskomitee moet op die eerste vergadering na die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en aan 'n bydraer of persoon wat gemagtig is om sodanige bystand namens hom te ontvang wat 'n geldige eis ingedien het op die manier hierin voorgeskryf, die geld betaal wat hoogstens die volle bystand beloop wat aan die bydraer verskuldig is, min, na goeiddunke, die advertensiekoste. Ingeval geen eis ingedien word deur of namens die persoon wie se naam op die lys voorkom nie, moet alle bystand wat aan hom verskuldig is, aan die fonds verbeur word. Die Sekretaris moet aan voornoemde vakvereniging die lys stuur soos hierin gemeld, en in sodanige lys moet die naam en laas bekende werkplek van die lid en die bystand wat verskuldig is, gemeld word.

9. BEDRAG VAN BYSTAND

(1) Bystand by onttrekking:

Wanneer 'n lid geregtig word op bystand by onttrekking is hy geregtig op—

- (a) 'n terugbetaling van die lid se rekening;

PLUS

- (b) 'n terugbetaling, vir elke voltooide jaar van diens (onderworpe aan 'n maksimum van 10 diensjare), van 10% van sy werkgewer se rekening;

PLUS

- (c) 50% van die jaarlikse opbrengs en tussentydse koers wat ingevolge klousule 10 verklaar is.

(2) Bystand by afdanking:

By afdanking is 'n lid geregtig op—

- (a) 'n terugbetaling van die lid se rekening;

PLUS

- (b) 'n terugbetaling, vir elke voltooide jaar van diens (onderworpe aan 'n maksimum van vier diensjare) van 25% van sy werkgewer se rekening;

PLUS

- (c) die jaarlikse opbrengskoers en tussentydse koers, ten volle, soos ingevolge klousule 10 verklaar.

(3) Retirement benefits:

(a) Upon retirement from the Fund a member shall be entitled to—

(i) a refund of the member's account;

PLUS

(ii) a refund of his employer's account;

PLUS

(iii) the annual rate of return and interim rate, in full as has been declared in terms of clause 10.

(b) If the member remains in employment and does not claim his retirement benefit within three months of the date he reaches retirement age, the provisions of subclause (5) (a) shall apply to him.

(4) Optional early retirement:

Where a contributor is within five years of the normal retirement age and his employer agrees in writing, the contributor may elect to retire early, in which event his benefit shall be determined in the same manner as in subclause (3) of this clause.

(5) Optional late retirement:

Where a contributor reaches the normal retiring age, but remains in employment, the contributor may elect to retire at some later date, when he will be entitled to the benefits determined in the same manner as in subclause (3) on such later date.

(6) Disability benefit:

Upon a claim admitted by the underwriter of a Group Income Protection Policy effected by the Fund a contributor shall be entitled to such benefits as may be provided by such underwriter. Contributors in receipt of benefits under such a policy of insurance shall remain members of the Fund and be entitled to death and retirement benefits determined in terms of this clause.

(7) Death benefit:

In the event of the death of a member the benefits shall be determined in the following manner:

(a) A contributor:

(i) The full amount of the proceeds of any claim admitted by the underwriter under a Group Life Assurance Policy effected by the Fund;

PLUS

(ii) an amount determined in terms of subclause (3), as if he had retired the day before his death;

(b) a paid up member, exempt member or member who has opted for late retirement—

an amount determined in terms of subclause (3) as if he had retired the day before his death.

(8) (a) Contributions from a contributor shall, for the purposes of determining a member's benefits, be deemed to have been received by the Fund, notwithstanding the fact that such contributor's employer may not have actually paid such amounts of money to the Fund. No contributor shall be prejudiced in respect of any period of employment during which he should have contributed to the Fund, but in respect of which his employer failed to submit such contributions.

(b) Benefits shall be calculated on the basis of contributions actually paid and deemed to have been paid during a member's service.

(9) For the purpose of calculating any benefit, the actual period to be taken into account, shall be actual service to midnight on the last day of employment prior to the member becoming entitled to claim such benefit.

(3) Bystand by aftrede:

(a) By aftrede uit die Fonds is 'n lid geregtig op—

(i) 'n terugbetaling van die lid se rekening;

PLUS

(ii) 'n terugbetaling van sy werkgever se rekening;

PLUS

(iii) die jaarlikse opbrengskoers en tussentydse koers, ten volle, soos ingevolge klousule 10 verklaar.

(b) As die lid aanhou werk en nie binne drie maande na die datum waarop hy die aftreeleefyd bereik het, 'n eis instel nie, is subklousule (5) (a) op hom van toepassing.

(4) Opsionele vroeë aftrede:

Waar 'n bydraer binne vyf jaar van sy gewone aftree-ouderdom is, en sy werkgever skriftelik instem, mag die bydraer verkies om vroeg af te tree, in welke geval sy bystand bepaal word op dieselfde manier as in subklousule (3) van hierdie klousule.

(5) Opsionele laat aftrede:

Waar die bydraer die normale aftree-ouderdom bereik, maar in diens bly, kan die bydraer kies om op 'n later datum af te tree, in welke geval hy op sodanige later datum geregtig sal wees op die bystand bepaal op dieselfde manier as in subklousule (3).

(6) Ongeskiktheidsbystand:

Wanneer 'n eis ingedien word deur die onderskrywer van die groepsinkomstebeskermingspolis wat deur die Fonds teweeggebring is, is 'n bydraer geregtig op sodanige bystand as wat deur so 'n onderskrywer verskaf word. Bydraers wat kragtens so 'n versekeringspolis bystand ontvang, bly lede van die Fonds en is geregtig op bystand by afsterwe en by aftrede ingevolge hierdie klousule bepaal.

(7) Bystand by afsterwe:

In die geval van die dood van 'n lid word die bystand op die volgende wyse bepaal:

(a) 'n Bydraer:

(i) Die volle bedrag van die opbrengste van enige eis deur die onderskrywer erken onder 'n groepsleuensversekeringspolis wat deur die Fonds teweeggebring is;

PLUS

(ii) 'n bedrag bepaal ingevolge subklousule (3) asof hy die dag voor sy dood afgetree het;

(b) 'n bepaalde lid, 'n vrygestelde lid of 'n lid wat laat aftrede gekies het—

'n bedrag bepaal ingevolge subklousule (3) asof hy die dag voor sy dood afgetree het.

(8) (a) Bydraes van 'n bydraer word, vir die doeleindes van die bepaling van 'n lid se bystand, geag deur die Fonds ontvang te wees, nie te staanste die feit dat sodanige bydraer se werkgever dalk nie werklik sodanige bedrae geld by die Fonds inbetaal het nie. Geen bydraer mag benadeel word nie ten opsigte van enige tydperk van diens waartydens hy tot die Fonds moes bygedra het, maar ten opsigte waarvan sy werkgever in gebreke gebly het om sodanige bydraes in te betaal.

(b) Bystand moet bereken word op die grondslag van bydraes wat werklik betaal is en geag word gedurende 'n lid se diens betaal te wees.

(9) Vir die doeleindes van die berekening van enige bystand is die werklike tydperk wat in aanmerking geneem word, die werklike diens tot middernag op die laaste dag in diens voordat die lid daarop geregtig geword het om sodanige bystand te eis.

10. DECLARATION OF THE ANNUAL RATE OF RETURN AND INTERIM RETURN

(1) The Management Committee may each year after 31 December following the tabling of the annual audited statements of account, increase or decrease the benefits stated herein by declaration of an annual rate of return in the light of changes in the finances of the Fund through—

- (a) accrual of interest;
- (b) surpluses that arise from members leaving the Fund in circumstances in which they do not qualify for the full one hundred per cent of the member's account;
- (c) any appreciation or depreciation of the capital value of the assets of the Fund;
- (d) rental income.

(2) The rate of return declared in terms of this clause shall be determined in the following manner:

- (a) for each year ended 31 December the Public Auditor shall determine the net percentage return of the Fund for the year in question after taking into account all receipts and payments during the previous twelve-month period. The amount so determined will be declared and included in the accountant's certified statement.
- (b) The Management Committee shall by the next meeting following the tabling of such annual audited accounts determine the annual rate of return to be declared, if any, which shall consist of:
 - (i) A vesting income rate which shall not exceed the net revenue received by the Fund which has not previously been distributed.
 - (ii) A non-vesting capital rate which shall not exceed the undistributed capital appreciation of the Fund. This rate shall only be payable upon payment of a benefit in terms of clause 9. Any previously declared rate which has not been paid out in benefits may be removed if such capital appreciation is subsequently reversed.
- (c) Provided that such rate of return declared shall be confirmed only after an investigation by an actuary into the liabilities of the Fund, which shall be conducted every third year. Notwithstanding this, such annual rate of return shall be payable to members who become entitled to benefits under the Fund between such valuations and any such benefits, once paid, shall not subsequently be recoverable from the claimant.
- (3) Each declaration of the annual rate of return shall be in respect of the period ended 31 December of the year to which it applies, and once made will be applied to determine the member's benefits in terms of clause 9, for that year.
- (4) At the same time as the declaration of the annual rate of return, the Management Committee shall declare an interim rate which shall not exceed the annual rate of return and which shall be used to determine benefits payable in terms of clause 9 in respect of the period commencing on 1 January of the year following the last declared annual rate of return to the date upon which the member became entitled to the benefit.

11. HOUSING AND MORTGAGE LOANS

(1) The Management Committee may, in terms of clause 7 (2) (g), from not more than 10 per cent of the surplus moneys of the Fund, grant housing or mortgage loans to contributors to the Fund or their legal spouses, in an amount of not less than R1 000 or greater than R120 000; Provided that—

- (a) A loan contemplated in this clause shall not be granted:

10. VERKLARING VAN DIE JAARLIKSE OPBRENGSKOERS EN TUSSENTYDSE KOERS

(1) Die Bestuurskomitee kan elke jaar na 31 Desember en na die tertaaflegging van die jaarlikse geouditeerde rekeningstate die bystand wat hierin genoem word, verminder of vermeerder deur verklaring van 'n jaarlikse opbrengskoers in die lig van veranderinge in die finansies van die Fonds deur—

- (a) aanwas van rente;
- (b) surplusse wat ontstaan deurdat lede die Fonds verlaat in omstandighede waar hulle nie kwalifiseer vir die volle 100% van die lid se rekening nie;
- (c) enige styging of daling in die kapitaalwaarde van die bates van die Fonds;
- (d) huurinkomste.

(2) Die opbrengskoers verklaar ingevolge hierdie klousule, word op die volgende wyse bepaal:

- (a) Vir elke jaar eindigende 31 Desember bepaal die openbare ouditeur die netto persentasie opbrengs van die Fonds vir die jaar onder bespreking na inagneming van alle kwitansies en betalings gedurende die voorafgaande twaalfmaandtydperk. Die bedrag so bepaal sal verklaar word en by die rekenmeester se gesertifiseerde verklaring ingesluit word.
- (b) Die Bestuurskomitee moet teen die volgende vergadering wat volg op die tertaaflegging van sodanige jaarlikse geouditeerde rekeninge die jaarlikse opbrengskoers bepaal, indien enige, wat verklaar gaan word en wat bestaan uit:
 - (i) 'n Gevestigde inkomste koers wat nie die netto inkomste ontvang deur die Fonds wat voorheen nie versprei is nie, mag oorskry nie.
 - (ii) 'n Nie-gevestigde kapitaal koers wat nie die onverspreide kapitaalgroei van die Fonds mag oorskry nie. Hierdie koers is betaalbaar slegs by betaling van bystand ingevolge klousule 9. Enige voorheen verklaarde koers wat nog nie in bystand uitbetaal is nie, mag verwyder word indien sodanige kapitaalgroei later omgekeer word.
- (c) Die opbrengskoers wat aldus bepaal is, mag slegs bevestig word na 'n ondersoek deur 'n aktuaris na die verantwoordelikhede van die Fonds, wat minstens elke derde jaar gedoen moet word. Desnieteenstaande is sodanige jaarlikse opbrengskoers betaalbaar aan lede wat tussen sodanige waardasies geregtig word, bystand ingevolge die Fonds en enige sodanige bystand mag, sodra dit aan die eiser betaal is, nie verhaal word nie.
- (3) Elke verklaring van die jaarlikse opbrengskoers word bepaal ten opsigte van die tydperk eindigende 31 Desember van die jaar waarop dit betrekking het en word, wanneer dit gemaak is, toegepas om die lid se bystand ingevolge klousule 9 vir daardie jaar te bereken.
- (4) Terselfdertyd as die verklaring van die jaarlikse opbrengskoers moet die Bestuurskomitee 'n tussentydse koers verklaar wat nie meer as die jaarlikse opbrengskoers mag wees nie, en wat gebruik moet word om bystand betaalbaar ingevolge klousule 9 te bepaal ten opsigte van die tydperk vanaf 1 Januarie van die jaar wat volg op die laaste verklaarde jaarlikse opbrengskoers tot die datum waarop die lid op die bystand geregtig geword het.

11. HUIS- EN VERBANDLENINGS

(1) Die Bestuurskomitee mag, ingevolge klousule 7 (2) (g) van nie meer nie as 10% van die surplusgeld van die Fonds huis- of verbandlenings toestaan aan bydraers tot die Fonds of hulle wettige gades, van 'n bedrag van minstens R1 000 of hoogstens R120 000: Met dien verstande dat:

- (a) 'n Lening soos bedoel in hierdie klousule nie toegeken mag word nie—

- (i) Unless secured by—
 - (aa) a first mortgage on the immovable property in respect of which it is granted; or
 - (ab) a pledge of the benefits to which the member is entitled in terms of the rules of the fund; or
 - (ac) both such mortgage and such pledge;
 - (ii) in respect of immovable property, if the member concerned is liable to the Fund in respect of a loan granted to him in respect of other immovable property;
 - (iii) at a lower rate than that which may from time to time be prescribed by regulation;
 - (iv) unless the capital sum is redeemable over a period not exceeding 30 years in equal weekly or monthly instalments, which shall include the interest on the capital sum outstanding.
- (b) A loan contemplated in this clause shall not exceed, where it is secured in accordance with—
- (i) subclause (1) (i) (aa), 90 per cent of the market value of the hypothecated property concerned;
 - (ii) subclause (1) (i) (ab), 90 per cent of the amount of the benefit which the member would receive if he were to terminate his membership of the Fund voluntarily or the market value of the immovable property concerned, after deduction of any tax which may be due;
 - (iii) subclause (1) (i) (ac), the amount equal to the aggregate of 90% of the market value of the hypothecated property concerned and the amount of the benefit which the member would receive if he were to terminate his membership of the Fund in terms of clause 9 (1) or the market value of the property, whichever is the lesser amount; or
 - (iv) items (aa) and (ac) of subclause (1), 100% of the market value of the hypothecated property, subject to the furnishing to the fund by the employer of the member of an irrevocable guarantee in respect of so much of the loan as may exceed 90 per cent.
- (c) A loan contemplated in this clause shall be available only to members—
- (i) who do not qualify for a mortgage loan from an institution other than the Fund itself;
 - (ii) have at least two years of membership of the Fund;
 - (iii) whose employers have irrevocably agreed in writing (in the form prescribed at Annexure L) to deduct the repayments from the member's wages:

Provided further that loans granted in terms of this subclause shall be subject to such rules as may be laid down by the Management Committee.

(2) The Management Committee may invest and pledge moneys of the Fund in accordance with the provisions of clause 7 in such a manner as to facilitate the provision of housing finance for its members as envisaged in clause 7 (2) (g).

- (i) tensy dit verseker is deur—
 - (aa) 'n eerste verband op die onroerende eiendom ten opsigte waarvan dit toegeken is; of
 - (ab) 'n pand van die bystand waarop die lid geregtig is ingevolge die reëls van die Fonds; of
 - (ac) sowel sodanige verband as sodanige pand;
 - (ii) in die geval van onroerende eiendom, indien die betrokke lid aan die Fonds aanspreeklik is ten opsigte van 'n lening goedgekeur aan hom betreffende ander onroerende eiendom;
 - (iii) teen 'n laer koers as dit wat van tyd tot tyd by regulasie voorgeskryf mag word;
 - (iv) tensy die hoofsom aflosbaar is oor 'n tydperk wat nie 30 jaar oorskry nie, in gelyke weeklikse of maandelikse paalemente, wat die rente op die uitstaande hoofsom insluit.
- (b) 'n Lening bedoel in hierdie klousule sal nie groter mag wees nie as—
- (i) 90% van die markwaarde van die betrokke verhipotekeerde eiendom waar dit ooreenkomstig subklousule (1) (i) (aa) verseker is;
 - (ii) 90% van die bedrag van die bystand wat die lid sou ontvang as hy sy lidmaatskap van die Fonds vrywillig sou opse, of die markwaarde van die betrokke onroerende eiendom, na aftrekking van enige belasting wat verskuldig mag wees waar dit ooreenkomstig subklousule (1) (i) (ab) verseker is;
 - (iii) die bedrag gelykstaande aan die gemiddeld van 90% van die markwaarde van die betrokke verhipotekeerde eiendom en die bedrag van die bystand wat die lid sou ontvang indien hy sy lidmaatskap van die Fonds sou opse ingevolge klousule 9 (1) of die markwaarde van die eiendom watter ookal die kleiner bedrag van die twee is waar dit ooreenkomstig subklousule (1) (i) (ac) verseker is; of
 - (iv) 100% van die markwaarde van die verhipotekeerde eiendom, onderworpe aan die voorlegging van die Fonds deur die werkgewer van die lid van 'n onherroepbare waarborg ten opsigte van sodanige bedrag van die lening wat 90% mag oorskry waar dit ooreenkomstig items (aa) en (ac) van subklousule (2) verseker is.
- (c) 'n Lening bedoel in hierdie subklousule beskikbaar is slegs aan lede—
- (i) wat nie kwalifiseer vir 'n verbandlening van 'n ander instansie as die Fonds self nie;
 - (ii) wat minstens twee jaar lid van die Fonds is;
 - (iii) wie se werkgewers onherroeplik en skriftelik ingestem het (op die vorm voorgeskryf in Aanhangsel L) om die terugbetalings van die lid se loon af te trek:

Met dien verstande voorts dat lenings wat ingevolge hierdie subklousule toegestaan word onderworpe is aan sodanige reëls as wat die bestuurskomitee mag bepaal.

(2) Die Bestuurskomitee mag ooreenkomstig die bepalinge van klousule 7 geld uit die Fonds belê en verpand op so 'n wyse dat dit die voorsiening van behuisingsfinansiering aan lede soos bedoel in klousule 7 (2) (9) fasiliteer.

Such guarantees shall be provided only:

- (a) in respect of loan finance which is secured by—
 - (i) a pledge in writing by the member of the benefits to which he is entitled in terms of clause 9 (1); and/or
 - (ii) a first mortgage bond in favour of the party to whom the guarantee is provided on the immovable property in respect of which the guarantee is made; and/or
 - (iii) a pledge of acceptable collateral security in favour of the party to whom the guarantee is made to the full value of the amount to which the Fund is at risk in respect of such guarantee less the members benefits pledged in terms of sub-clause (2) (a) (i); or
 - (iv) a combination of a pledge of benefits, first mortgage bond and pledge of collateral security as envisaged in subparagraphs (2) (a) (i), (ii) and (iii) to the full extent of the Fund's risk in terms of its guarantee;
- (b) in respect of a housing finance facility which has been negotiated and approved by the Management Committee in its sole discretion;
- (c) if the lending institution's rules with regard to granting of loans, the amount that may be borrowed and repayments have been approved by the Management Committee;
- (d) the member has made application in the approved manner and such application has been approved by the Management Committee. Such approval shall not be granted unless—
 - (i) the member has at least two years of current contributory membership of the Fund;
 - (ii) the member's employer has irrevocably agreed in writing to deduct from the member's wage the weekly or monthly instalments required in repayment of the amount loaned by the party to whom the guarantee has been made;

Provided that such loans shall be subject to such rules as may be laid down by the Management Committee.

(3) A member shall not be entitled to more than one loan obtained under either subparagraph 11 (1) or 11 (2) at any one time.

(4) The forms on which applications are submitted, shall be, as applicable, the forms prescribed:

- (a) An application form—Annexure I.
- (b) A cession form—Annexure J or K.
- (c) A stop order form—Annexure L.

(5) Upon termination of membership of the Fund, a member who has a loan obtained under clause 11 (1) or 11 (2), shall be entitled only to such benefits as exceed the amount due in full settlement of the loan.

12. BENEFITS NOT TO BE CEDED OR ASSIGNED

(1) Benefits shall not, subject to the provisions of sub-clause (2), 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) set off against any debt due by the person entitled to such benefits.

(a) Sodanige waarborg word verskaf slegs ten opsigte van leningsfinansiering: wat verseker is deur—

- (i) 'n skriftelike pand deur die lid van die bystand waarop hy geregtig is ingevolge klousule 9 (1); en/of
- (ii) 'n eerste verband ten gunste van die party aan wie die waarborg verskaf is op die onroerende eiendom ten opsigte waarvan die waarborg gemaak is; en/of
- (iii) 'n pand van aanvaarbare kollaterale sekuriteit ten gunste van die party aan wie die waarborg uitgemaak is tot die volle waarde van die bedrag waarteen die Fonds 'n risiko loop ten opsigte van sodanige waarborg minus die lid se bystand verband ingevolge subparagraaf (2) (a) (i); of
- (iv) 'n kombinasie van 'n pand van bystand, eerste verband en pand van kollaterale sekuriteit soos bedoel in subparagrafe (a) (i), (ii) en (iii) tot die volle omvang van die Fonds se risiko in gevolge sy waarborg;

(b) wat verband hou met 'n behuisingsfinansieringsfasiliteit wat geheel na goeddunke deur die Bestuurskomitee onderhandel en goedgekeur is;

(c) in verband waarmee die leningsinstansie se reëls betreffende die toestaan van lenings, die bedrag wat geleen mag word, en terugbetalings deur die Bestuurskomitee goedgekeur is;

(d) waarvoor die lid op die goedgekeurde manier aansoek gedoen het en welke aansoek deur die Bestuurskomitee goedgekeur is. Sodanige goedkeuring word nie verleen nie tensy—

- (i) die lid ten minste twee jaar lopende bydraende lidmaatskap van die Fonds het;
- (ii) die lid se werkgewer onherroeplik en skriftelik ingestem het om die weeklikse of maandelikse paalemente vereis vir die terugbetaling van die bedrag geleen deur die party aan wie die waarborg gemaak is, van die lid se loon af te trek;

Met die verstande dat sodanige lenings onderworpe sal wees aan sodanige reëls as wat die Bestuurskomitee mag bepaal.

(3) 'n Lid is op 'n gegewe tydstip nie op meer as een lening soos verkry kragtens subparagraaf 11 (A) of 11 (B) geregtig nie.

(4) Die vorms waarop aansoeke ingedien word, moet, soos toepaslik, die voorgeskrewe vorms wees:

- (a) 'n Aansoekvorm—Aanhangsel I.
- (b) 'n Sessievorm—Aanhangsel J of K.
- (c) 'n Stopordervorm—Aanhangsel L.

(5) By beëindiging van lidmaatskap van die Fonds is 'n lid wat 'n lening verkry het ingevolge subklousule (A) of (B) geregtig slegs op sodanige voordele as wat die bedrag verskuldig in volle vereffening van die lening, oorskry.

12. BYSTAND MAG NIE GESEDEER OF AFGESTAAN WORD NIE

(1) Bystand mag, behoudens die bepalings van subklousule (2), nie—

- (a) gesedeer, afgestaan, oorgedra of op enige manier oorgemaak word nie, hetsy in die algemeen of as sekuriteit vir enige skuld of verbintenis aangegaan deur die bydraer. Die fonds is onder geen verpligting om sodanige voorgewese sedering, afstand, oordrag of oormaking te erken of daarvolgens te handel nie;
- (b) verekening word nie teen 'n skuld wat verskuldig is deur die persoon wat op sodanige bystand geregtig is.

(2) Benefits may be ceded as security in respect of any housing and home-ownership loan or guarantee granted by the Fund either directly or indirectly.

13. DISSOLUTION OF THE FUND

(1) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Fund not being negotiated with a period of two years of the date of such expiry or the Fund not being transferred by the Council within such period to any other Fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated by the Management Committee as though the contributors had left the Industry. The Fund shall during the said period of two years or until such time as it is transferred to any other Fund referred to above be administered by the Management Committee. In the event of the Fund being liquidated as provided above, a list of the names of those members whose whereabouts cannot be traced shall be published by the Management Committee in three newspapers circulating in the area of the jurisdiction of the Industrial Council for the Clothing Industry (Natal). Such list shall include the last known home address of each member and the amounts due in each case. In the event of no claim being made by a person or persons whose names appear on the list published within six months of such publication, the moneys due to them shall be forfeited to the Fund.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure and equality of employer and employee representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustees shall possess all powers of the Committee for such purpose. In the event of there being no Council in existence the Fund shall upon the expiry of this Agreement be liquidated by the Committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (3) of this clause, and if upon the expiry of this Agreement 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.

(3) Upon liquidation of the Fund in terms of subclause (1) of this clause the moneys remaining to the creditor of the Fund after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

14. AGENTS

The Council may appoint one or more persons 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.

(2) Bystand mag gesedeer word as sekuriteit ten opsigte van enige behuisings- en huiseienaarslening of waarborg wat direk of indirek deur die Fonds toegestaan is.

13. ONTBINDING VAN DIE FONDS

(1) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n latere ooreenkoms vir die voortsetting van die Fonds nie binne 'n tydperk van twee jaar vanaf die datum van sodanige verstryking aangegaan word nie of ingeval die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na 'n ander fonds wat vir dieselfde doel geskep is as dié waarvoor die oorspronklike Fonds gestig is nie, moet die Fonds deur die Bestuurskomitee gelikwedeer word asof die bydraers die Nywerheid verlaat het. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit oorgedra word na die ander fonds hierbo gemeld deur die Bestuurskomitee geadministreer word. Ingeval die Fonds gelikwedeer word soos hierbo bepaal, moet 'n lys van die name van daardie bydraers wie se tuiste of adres nie opgespoor kan word nie, deur die Bestuurskomitee gepubliseer word in drie koerante wat in die regsgebied van die Nywerheidsraad vir die Klerasiennywerheid (Natal) in omloop is. Sodanige lys moet die jongs bekende huisadres van elke bydraer noem en die bedrae in iedere geval verskuldig. Ingeval geen eis deur 'n persoon of persone wie se name in die lys voorkom binne ses maande na sodanige publikasie ingestel word nie, moet die geld aan hulle verskuldig aan die Fonds verbeur word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds nog deur die Bestuurskomitee wat as dan aan die bewind is, geadministreer word. 'n Vakature wat in die Komitee ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers in die Komitee is. Ingeval sodanige komitee nie daartoe in staat is nie of onwilling is om sy pligte uit te voer of voor 'n dooie punt te staan kan wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustees het vir sodanige doel al die bevoegdhede van die Komitee. As daar geen Raad bestaan nie, moet die Fonds by die verstryking van hierdie Ooreenkoms deur die Komitee wat kragtens hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwedeer word op die manier voorgeskryf in subklousule (3), en as die sake van die Raad by die verstryking van hierdie Ooreenkoms reeds gelikwedeer en sy bates verdeel is, moet die saldo van hierdie fonds ingevolge artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(3) By likwidasië van die Fonds ooreenkomstig subklousule (1) van hierdie klousule moet die geld wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

14. AGENTE

Die Raad kan een of meer persone aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige persoon/persone toe te laat om sy bedryfsinrigting binne te gaan en om dié navrae te doen en dié dokumente, boeke, loonstate en loonkoeferte te ondersoek en dié persone te ondervra wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word.

15. 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.

16. INDEMNITY

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

17. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in the form prescribed in the regulations under the Act exhibited in each of his establishments in a place readily accessible to his employees.

Signed at Durban, on behalf of the parties, this 14th day of September 1994.

N. MTHEMBU,
Vice-Chairperson of Council.

R. E. REDFERN,
Secretary of Council.

15. VRYSTELLINGS

Die Raad kan om 'n afdoende rede vrystelling van 'n bepaling van hierdie Ooreenkoms of ten opsigte van 'n persoon voorwaardelik of op 'n ander manier verleen.

16. VRYWARING

Die lede van die Bestuurskomitee en hul plaasvervangers en die lede van die Raad se Uitvoerende Komitee en die lede van 'n subkomitee is nie aanspreeklik nie vir 'n verlies uit die Fonds as gevolg van 'n onbehoorlike belegging wat te goeder trou gedoen is of as gevolg van 'n daad wat in die bona fide-administrasie van die Fonds verrig is of as gevolg van die nalatigheid of bedrog van 'n agent of werknemer wat in diens mag wees hoewel die indiensneming van sodanige agent of werknemer nie streng noodsaaklik was nie of as gevolg van 'n daad of versuim, te goeder trou, van sodanige lede of plaasvervangers of as gevolg van 'n ander saak of ding, uitgesonderd individuele moedswillige of bedrieglike optrede van die kant van sodanige lede of plaasvervangers wat, soos gepoog mag word, aanspreeklik gehou word. Elke sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir enige aanspreeklikheid wat hy aangegaan het om hom te verweer in enige geding, hetsy siviël of krimineel, wat voortspruit uit 'n bewering dat daar te kwader trou gehandel is en waarin die uitspraak in sy guns is of hy onskuldig bevind word.

17. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms vertoon in die vorm voorgeskryf by die regulasies kragtens die Wet, op 'n plek wat vir sy werknemers gereedlik toeganklik is, in elkeen van sy bedryfsinrigtings.

Namens die partye op hede die 14de dag van September 1994 in Durban onderteken.

N. MTHEMBU,
Ondervoorsitter.

R. E. REDFERN,
Sekretaris.

ANNEXURE A

The Secretary
Clothing Industry (Natal) Provident Fund
P.O. Box 18354
DALBRIDGE
4014

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

Surname Formerly
First names
Identity no. Tel. No.
Present address
Date of birth Record of Service Card No.
Beneficiary form completed
I left the employ of Messrs on rate of pay

Reason:

I hereby claim a refund of my withdrawal benefits as may have accrued to me.

Witness

Signature

Date

Reminder card given to contributor to call at office to collect his/her benefits during month of 19.....

Cheque No.

Amounts: R.

Date

Passed for payment

Secretary

Signature of recipient

ANNEXURE B

The Secretary
Clothing Industry (Natal) Provident Fund
P.O. Box 18354
DALBRIDGE
4014

APPLICATION FOR OPTIONAL EARLY RETIREMENT BENEFITS

Surname Formerly
First names
Present address
Date of birth Record of Service Card No.
Beneficiary form completed Tel. No.
Having reached the age of and having agreed with my employer (letter attached), I hereby apply for retirement benefits.
My last employment in the Industry was with Messrs
Witness Signature (Employee)
Signature (Employer)
Date

Proof of date of birth
Type of document produced
Place of issue
Date of issue
Number

Secretary

Date

Date of meeting Cheque No. Amount: R
Remarks
Date Passed for payment
Secretary
Signature of recipient

ANNEXURE C

The Secretary
Clothing Industry (Natal) Provident Fund
P.O. Box 18354
DALBRIDGE
4014

APPLICATION FOR RETIREMENT BENEFITS

Surname
Formerly
First names
Present address
Date of birth Record of Service Card No.
Clock Card No. Rate of pay
Tel. No.
Beneficiary form completed
Having reached the age of I hereby claim the retirement benefits due to me.
I understand that payment by the Fund of moneys due to me in terms of this application is no bar to my continued employment in the Industry but that I shall on receipt of such moneys have no further claim on the Fund.
Witness Signature
Date

PROOF OF DATE OF BIRTH

Type of document produced

Place of issue

Date of issue

Number

Secretary

Date

Date of meeting Cheque No. Amount: R

Remarks

Date Passed for payment

Secretary

Signature of recipient

ANNEXURE D

The Secretary
Clothing Industry (Natal) Provident Fund
P.O. Box 18354
DALBRIDGE
4014

APPLICATION FOR DEATH BENEFITS

Name of deceased

Council No.

Date of death

Factory at which last employed

Death Certificate No.

Dated

Identity No.

Name of Nominee (if any)

Name of claimant

Address

Relationship to deceased

Documentary proof of relationship

Date

Signature of claimant

PARTICULARS OF DEATH CERTIFICATE

Number

Place of issue

Date of issue

Cause of death

Seen by me:

Secretary

Date

Date of meeting Cheque No. Amount: R

Remarks

Date Passed for payment

Secretary

Signature of recipient

ANNEXURE E

The Secretary
Clothing Industry (Natal) Provident Fund
P.O. Box 18354
DALBRIDGE
4014

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

Surname Formerly
 First names
 Identity No. Tel. No.
 Present address
 Date of birth Record of Service Card No.
 Beneficiary form completed

I have been retrenched from Messrs on Rate of pay

I hereby claim a refund of my retrenchment benefits as may have accrued to me.

Witness

Signature

Date

Reminder Card given to contributor to call at office to collect his/her benefits during month of 19.....

Cheque No.

Amount: R.....

Date

Passed for payment

Secretary

Signature of recipient.....

ANNEXURE F

Employee benefits

DEATH FORM—NOTIFICATION OF THE DEATH OF A MEMBER

GENERAL INFORMATION

Scheme name		Scheme number	
Member reference number		Member's surname and initials	
	Day Month Year		Day Month Year
Date of death		Last monthly contribution paid on	
			Rate of monthly contribution paid immediately prior to death
			R
Income tax number		Revenue office to which last return was submitted	

Yes/No

During the year prior to death was the member employed outside South Africa?

☐	☐
--------------------------	--------------------------

If yes, please furnish details

Remarks

For actual salary plans only

Salary at date of death

R

Total contributions paid in current scheme year

R

BENEFICIARY DETAILS

There are important legal provisions governing the payment of death benefits. Please read the section on death benefits in the administration guide very carefully before completing the following.

Did the member have financial dependants or natural dependents (ie spouse, children or descendants)?
If yes, please complete the block below.

Yes	No
☐	☐

If not, did the member have a nominated beneficiary? If so, please complete the block below.

Yes	No
☐	☐

If the member had neither financial, natural or nominated beneficiaries, the benefits will be paid to the estate. Please give the name and address of the executor.

Name	Relationship	Address	Share

We hereby certify that the above information is true and correct in every detail and The Southern Life Association Limited is hereby authorised to make payment of any sum available under the plan following on the death of the member—after deduction of any PAYE tax—to the abovenamed beneficiary. We agree that a crossed cheque posted to the beneficiary at the address shown above shall constitute a good and effectual payment and shall be a full and final discharge to The Southern Life Association Limited of its liability to the beneficiary under and in terms of the plan.

Date _____

Signed for the employer _____

ANNEXURE G**Employee benefits****Application for disability benefit****Declaration by employer**

This declaration is in support of a claim for disability being submitted by one of your employees. It forms a vital link in the assessment process and, as such, warrants careful consideration.

It is a well-known fact that delays in dealing with financial and other problems arising out of disability create a climate of stress for the claimant. This stress can substantially affect a claimant's chances of rehabilitation or adjusting to new circumstances. This form has, therefore, been compiled to be as detailed as possible in order to establish as many of the facts of the case as possible at an early stage.

Thank you for your co-operation in completing his application.

Name of scheme		Scheme number	
Employer's name		Member's reference number	
Member's name (please supply full name)		Name of medical aid fund	
Member's address		Member's medical aid fund number	
	Postal code		

Attendance record

Date member joined company

Last day at work (prior to the disability now under consideration). If still at work, please indicate expected last day at work.

If the member has returned to work after a period of disability, please indicate the date of return.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Days absent from work in the two years prior to onset of disability:

[illegible]

Please note:

1. As an alternative to completing this table, you may wish to attach copies of leave records.
2. Certificates of sick leave should, where available, be attached in respect of periods of sick leave.

History of employment				
	1. Job which member was doing immediately prior to disability	2. Job which member was doing immediately prior to that listed in column 1	3. Job, if any, which member has been doing since the date of disablement	4. Member's qualifications
Date appointed				
Job title				
If graded, name of grading system and grade				
Normal salary range for job, and position in that range				
Educational qualifications required for the job				
Experience required				
Machinery and tools used				
Please highlight any particular known dangers involved in the use of these machines				
Type of driver's licence required in the job, if any—please give the code (e.g. 08)				
Type of vehicle and average distance driven				
Amount of walking required				
Type of walking, e.g. on level pavements or over uneven ground, or climbing ladders, climbing into cramped spaces, etc.				

History of employment

	1. Job which member was doing immedi- ately prior to dis- ability	2. Job which member was doing immedi- ately prior to that listed in column 1	3. Job, if any, which member has been doing since the date of disablement	4. Member's qualifica- tions
Degree of physical labour involved (heavy, medium, light, none)—approx- imate percentage of member's time spent engaged in this labour				
Type(s) of physical labour (carrying heavy objects, digging, pulling carts, pushing barrows, etc.)				
If work is done in a dusty environment, please indi- cate the nature of the dust				
Broad description of work done				

PLEASE ATTACH A COPY OF THE JOB DESCRIPTION

1. Which elements of the job can the claimant no longer do?

.....

.....

2. Extent to which disability has limited performance?

.....

.....

3. Is this a short-term change or has it taken some time to develop?

.....

.....

If the member was subject to any particular pressures at work, or if you are aware of any other factors causing stress to him/her, please give an account of any such factors in the space below.

.....

.....

.....

.....

.....

Salary history

Please provide full details of the member's salary history, starting from two years prior to disablement. If the claimant has only worked for the company for less than two years, please relate the history from the date of appointment. In the last column, please indicate how salary is being or is to be continued after the date of disablement.

Dated	After date of disable- ment.
Amount of increase (or decrease) in salary at the date shown	
(New) salary	
Frequency (weekly, monthly or annually)	

Dated	After date of disablement.
Reason for change (annual bonus, promotion, etc)	
Please indicate the nature and amount of any additional "non-salary" items, eg company car, housing assistance, bonuses, staff benefits, etc	
Please estimate the amount of additional earnings in this period through overtime, commissions, etc	

Rehabilitation attempts—alternative positions

Are there any jobs which you feel this employee could perform? If so, please list these in the table below. If the employer has tried to find alternative posts for the employee, these posts should also be listed (even if such attempts proved to be unsuccessful).

Job title of alternative position	
Brief description of alternative position	
Reference salary (or salary range)	
Why was the claimant considered suitable for that position?	
What, if anything, disqualified the claimant from remaining in that position?	

Other compensation for disability

Please list all other sources (of which you are aware) from which the claimant may receive compensation as a result of disability:

	Workmen's compensation	Pension or provident fund	Disability policies arranged by the employer
(Estimated) amount of the benefit			
How is this benefit payable (eg monthly, as a lump sum, etc)?			
Date on which the benefit is or becomes payable			
If applicable, and assuming continued disability, how long is this benefit payable?			
Please give information on who decides whether or not the benefit is payable (eg name of insurer, pension fund trustees, etc). Also give any reference number (eg policy numbers)			

History of employment

Please give details of the job which you were doing immediately prior to disability, as well as details of the two previous jobs in which you were employed:

	1. Job which you were doing immediately prior to disability	2. Job which you were doing immediately prior to that listed in column 1	3. Job which you were doing immediately prior to that listed in column 2	4. Job which you have been doing since disability
Date appointed				
Name of employer				
Job title				
Machinery and tools used				
Amount of walking required				
Type of walking—examples include level pavements, un- even ground, climbing lad- ders, climbing into cramped places, etc				
Degree of physical labour in- volved (heavy, medium, light, none)—approximate percen- tage of time spent engaged in this labour				
Type(s) of physical labour (carrying heavy objects, dig- ging, pulling carts, pushing barrows, etc)				
Broad description of work done				
Salary earned at date of leav- ing position				

Please note: Copies of formal job description would assist our assessment of the claim, and should be included, if available.
In addition to the above, please map out your full work history by completing the table below:

Date started	
Date ceased	
Job title	
Name of employer	

What is your current working status? Please tick the relevant box/boxes:

☐ Still working ☐ On sick leave ☐ Under notice of termination ☐ Laid off or retrenched

Names of doctors and medical attendants

Please supply the names of all medical attendants who have treated you in connection with this claim:

Name of your usual doctor	
Address	
	Postal code
Telephone number of doctor's rooms	Code
How long had he been your usual doctor?	
Date last visited	

Name of your previous usual doctor

Address

Postal code

How long had he been your usual doctor?

Date last visited

Details of specialists consulted

Name of specialist

Address

Postal code

Speciality (eg neurologist, cardiologist, etc)

Complaint(s) for which the specialist was consulted

Who referred you to this specialist?

Date(s) of visit(s)

Continuation of details of specialists consulted

Name of specialist

Address

Postal code

Speciality (eg neurologist, cardiologist, etc)

Complaint(s) for which the specialist was consulted

Who referred you to this specialist?

Date(s) of visit(s)

Other compensation for disability

Please list those other sources of compensation which you may receive as a result of your disability:

	Workmen's compensation	Pension or provident fund	Disability policies arranged by your employer	Disability policies arranged by yourself
(Estimated) amount of the benefit				
How is this benefit payable (e.g. monthly as a lump sum, etc)–				
Date on which the benefit is or becomes payable				

	Workmen's compensation	Pension or provident fund	Disability policies arranged by your employer	Disability policies arranged by yourself
If applicable, and assuming continued disability, how long is this benefit payable?				
Please give information on who decides whether or not the benefit is payable (e.g. name of insurer, pension fund trustees, etc.). Also give any reference numbers (e.g. policy numbers)				

Declaration

I hereby authorise any medical practitioner, hospital, employer or other person to furnish The Southern Life Association Limited or its representatives with any information relating to my health. I do hereby declare and warrant that the answers given by me in this claim form are in every respect true and correct and that no material information or details of any relevant circumstances have been omitted.

.....
Date

.....
Signature

.....
Witness

Employee benefits**MEDICAL INFORMATION IN SUPPORT OF AN APPLICATION FOR DISABILITY BENEFITS****Declaration by the doctor**

Name of doctor (please print)

Address

Postal code

Qualifications

Telephone number

	Code
----------------------	------

Dear Doctor

This declaration is in support of a claim for disability that has been submitted by the patient. Your expertise and advice will form a vital link in the process of assessing the claim and deciding what benefits the claimant may be entitled to.

It is a known fact that delays in dealing with financial and other problems arising out of disability create a climate of stress for the claimant. This stress can substantially affect a claimant's chances of rehabilitation or adjusting to new circumstances. This form has, therefore, been compiled to be as detailed as possible in order to establish as many of the facts of the case as possible at an early stage.

Please be assured that you will be remunerated in accordance with the scale of fees for completion of these forms, as agreed between the Life Offices' Association and the Medical Association of South Africa. If you have any questions about or doubts as to the adequacy of the remuneration offered, or if any special additional tests are required, please contact the employee benefits division of Southern Life. If you have any questions of a medical nature, our consulting medical officers can be contacted at one of the following numbers:

Cape Town (021) 658-0121

Johannesburg (011) 491-6043

Durban (031) 366-5006

Name of claimant (patient)

1. *Chlorophyll a* (Chl *a*)

Our reference (if given)

[illegible]

Occupation of member

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Details of complaints and treatment

When were you first consulted by the claimant?

When were you first consulted by the claimant (in connection with this complaint)?

When were you last consulted by the claimant (in connection with any complaint)?

Please list all relevant complaints which may give rise to the claimant being certified as disabled from attending to his/her work.

Please provide details of the severity of each complaint, together with details of treatment and medication, and the prognosis.

[illegible]

Please enclose copies of any tests which were performed.

Impact of illness or injury

In order that we may assess the claimant's ability to perform various occupation, it would be appreciated if you could indicate to what extent the claimant is likely to be able to perform the following activities. If possible, these abilities should be measured relative to what they would have been without the illnesses or injuries under consideration, ie ignore factors such as the intelligence or natural abilities of the claimant.

Activity, task or function	Relative ability to attend to activity — eg impossible, possible (subject to great/some pain/discomfort), dangerous to himself/others, no limitation, etc	Is this ability likely to improve, deteriorate or remain constant? If possible, please estimate the period over which any change may take place
Clerical or administrative work (sedentary occupations)		
Thinking clearly and making decisions		
Interacting with people in the work place, eg customers, colleagues, etc		
Supervising other staff		
Walking (non-strenuous) over level ground		
Walking (strenuous) over uneven ground, climbing (eg into roofs of houses, etc), working in cramped conditions		
Operating of heavy machinery		
Operating of light machinery		
Carrying heavy weights		
Carrying lights weights — including, for example, mail deliveries		
Driving a light motor vehicle		
Driving a heavy motor vehicle, including graders, etc		
Manual labour, eg digging holes, pushing barrows, etc		
Working in a dusty environment, eg in a mill or factory working with fibrous material		
Performing limited work in a sheltered environment, eg weaving baskets, drawing/art, switchboard operation, etc		

Please add any general comments which you feel are necessary in order to clarify the above.

.....

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Ability to work

With regard to the claimant's ability to attend to his/her particular job, or to suitable alternatives, please answer the questions given below:

If you have received some description of the qualifications/work done by the claimant, please give brief details thereof.	
Do you regard the claimant as being totally disabled from performing this job? Please highlight the main functions which he/she is unable to perform.	

Do you consider there to be any reasonable possibility of recovery, or would you regard the condition as permanent? If recovery is possible, how long is this likely to take?

Do you consider the claimant to be totally and permanently disabled from attending to any other occupation? If so, please provide a brief explanation. Alternatively, please give an indication of what other work could be considered.

In your opinion, are there any other steps which the Southern or the employer could take in order to facilitate rehabilitation?

Names of other doctors and medical attendants

Please supply the names of all other medical attendants (notably of specialists) or hospitals to whom or to which you have referred the patient in connection with his/her disability.

Name of other doctor or medical attendant				
Address	Postal code	Postal code	Postal code	Postal code
Speciality (eg. neurologist, cardiologist, etc.)				
Complaint(s) for which the other doctor or medical attendant was consulted				

Please supply copies of all reports received from these referrals, as well as copies of any other recent reports received from specialists or hospitals.

.....
Signature

.....
Date

ANNEXURE H

CLOTHING INDUSTRY (NATAL) PROVIDENT FUND

Tel. 3012558/9, 3012560/1, 3012550
P.O. Box 18354, DALBRIDGE, 4014
Fax 3076716

127 Gale Street
DURBAN, 4001

BENEFICIARY NOMINATION

(Kindly complete and return to management)

The Clothing Industry (Natal) Provident Fund has insured your life and this insurance will apply in the event of your death. This means that when you die, the people you nominate on this form will receive a share of the money from your benefits, which are 1 year's wages (or 52 X your weekly wages) PLUS all the money you will have in your Provident Fund when you die.

You have to write on this form what share of the total money you want each person to get, that is, what percentage of the 100%?

In terms of the Clothing Industry (Natal) Provident Fund, I, (name) hereby nominate the following beneficiaries to receive payment of benefits under the Fund upon my death. (Please nominate at least one, but up to any number. If you want to nominate more than 3 people, please ask for another form and attach it to this one.)

1. Surname Initials

DD MM YY

Relationship Date of birth

Address

..... Postal Code

Share of payment (percentage or fraction)

2. Surname..... Initials

Relationship Date of birth DD MM YY

Address.....

..... Postal Code

Share of payment (percentage or fraction)

3. Surname..... Initials

Relationship Date of birth DD MM YY

Address.....

..... Postal Code

Share of payment (percentage or fraction)

Your name Council No.

Your factory name.....

ANNEXURE I**CLOTHING INDUSTRY (NATAL): PROVIDENT FUND HOUSING LOAN APPLICATION**

Council Number: Loan Number:
(for official purposes)

I, (full name)..... (I.D. no.....), hereby apply for a loan.

(1) Home address (2) Factory address

.....

..... Postal Code Postal Code

(3) Full description of property in respect of which loan is required:
Erf, site or stand number
Street address.....

(4) Description of property (e.g. 4-roomed block house with iron roof on 200 square metre stand, serviced with water and water-borne sewerage)

(5) For what purpose is the loan required?

	Tick YES or NO	
	YES	NO
(a) To repay an existing mortgage loan with another institution in respect of a property owned by you or your spouse?		
(b) To purchase a dwelling/house or land and/or to erect a dwelling/house on it, which will be owned by you or your spouse?		
(c) To make additions or alterations to, or to maintain or repair a dwelling/house which belongs to, or which is occupied by you or your spouse?		
(6) Will the property be occupied by you, and/or a dependant?	YES	NO
(7) In whose name is the property registered or in whose name will it be registered? Name I.D. No.		
(8) Amount of loan required: R		
(9) Your weekly wage: R plus		
If married, your spouse's weekly wage: R.....		
Total: R.....		

(10) Do you have an existing mortgage? YES/NO.

(11) Give details of your monthly expenditure (in the case of married members combined household expenses required):

Food R

School fees R

Transport R

Lights and water (fuel) R

Total: R

(12) Type of loan required?

- (a) PROVIDENT FUND MORTGAGE LOAN
- (b) PROVIDENT FUND HOUSING LOAN
- (c) GUARANTEED MORTGAGE LOAN FROM ANOTHER INSTITUTION
- (d) GUARANTEED HOUSING LOAN FROM THE GROUP CREDIT CORPORATION
- (e) GUARANTEED HOUSING LOAN FROM THE PERM BUILDING SOCIETY.

YES	NO

(13) Supporting documents (include those documents that are relevant to your application and will assist in confirming your details and the validity of your application):

- (a) Cession of Provident Fund benefits
- (b) Irrevocable stop order
- (c) Institution loan application forms
- (d) Copy of ID. document
- (e) Copy of marriage certificate
- (f) Quotations (where applicable)
- (g) Deed of sale (where applicable)
- (h) Valuation of property
- (i) Details of collateral security offered
- (k) Other

YES	NO

Certified that the above information is true and correct.

Dated at Durban this day of 19.....

Signed

Member Name

(14) Certificates:

Certified that to the best of my knowledge the information contained in this application is true and correct.

Signed at this day of 19.....

Employer

Name

Certified that to the best of my knowledge the information contained in this application is true and correct.

Dated at this day of 19.....

Employee representative

Name

(15) APPROVAL BY MANAGEMENT COMMITTEE

Date of meeting

Amount of withdrawal benefit R

Type of loan authorised

Maximum loan authorised R

Maximum repayments authorised R

Maximum repayment period authorised years

Where repayment period exceeds remaining years to retirement—maximum outstanding value at retirement authorised R

Signed:

Secretary

Date

ANNEXURE J**CESSION OF PROVIDENT FUND BENEFITS**

I, (Council Number), hereby cede to the Clothing Industry (Natal) Provident Fund the benefits at any time standing to my credit in the said Fund as Security for the repayment of this loan and any interest due thereon, and shall not be entitled to any such benefits as long as the said loan or any portion thereof or interest thereon shall remain unpaid.

I hereby agree that any appointment of nominee or beneficiary shall be entitled to receive benefits only to the extent of any surplus of benefits after full and final settlement of the aforementioned loan, and I hereby appoint the Fund itself as my nominee in terms of the rules of the Provident Fund to receive, to the extent of my indebtedness, any benefits from the said Fund by reason of my death.

In addition, I hereby authorise the Clothing Industry (Natal) Provident Fund to offset my loan balance against any benefit that may be payable to me upon withdrawal, retrenchment, retirement or death.

Signed at this day of (month) 19.....

Signed

Witness

Witness

ANNEXURE K**CESSION OF PROVIDENT FUND BENEFITS**

I, (Council number), hereby cede to the benefits at any time standing to my credit in the said Fund as Security for the repayment of a loan to me of R by the aforesaid on the and any interest due thereon; and I agree that I shall not be entitled, to the extent of the full and final settlement amount of such loan, to benefits as long as the said loan or any portion thereof or interest thereon shall remain unpaid.

I hereby agree that any appointment of nominee or beneficiary by me shall be entitled to receive benefits only to the extent of any surplus of benefits after full and final settlement of the aforementioned loan, and I hereby appoint the Fund itself as my nominee in terms of the rules of the Provident Fund to receive, to the extent of my indebtedness, any benefits from the said Fund by reason of my death. In addition, I hereby authorise the Clothing Industry (Natal) Provident Fund to pay to the said upon demand, so much of my benefits, payable in terms of the rules of the fund, as is required to effect full and final settlement (or part thereof) of my indebtedness to them; I accept that any calculation made by shall be *prima facie* proof of my aforesaid indebtedness.

I hereby indemnify the Industrial Council (Natal) Provident Fund, the Industrial Council to the Clothing Industry (Natal), its Councillors, employees, agents and accredited representatives for all acts or omissions made in good faith in respect of this cession of my benefits.

Signed at this day of (month) 19.....

Signed

Witness

Witness

ANNEXURE L**STOP ORDER**

I, do hereby irrevocably authorise my said Employer and any subsequent Employer to deduct from my wages the sum of R per month/week during my employment and to pay the same to the Industrial Council for the Clothing Industry (Natal) in reduction of the Mortgage/Housing Loan or Guaranteed Mortgage/Housing Loan and interest therein granted to me by the Clothing Industry (Natal) Provident Fund.

Signed at Durban this day of 19.....

Signed

Witness

Witness

Employer's Undertaking and Certificate

I, in my capacity as (the employer), hereby duly authorised by undertake and certify that—

- (1) (the employee) is currently employed by the above employer.

Signed at this day of 19.....

For employer

Name

Company stamp

RETRENCHMENT CERTIFICATE

COUNCIL NUMBER	NAME	DATE OF TERMINATION	CIRCUMSTANCES
----------------	------	---------------------	---------------

COUNCIL NUMBER

NAME

DATE OF TERMINATION

CIRCUMSTANCES

Signed at this day of 19.....

Name

Date of Meeting.....

Payment of retrenchment benefit approved/rejected

Remarks

Amount paid:

Date Passed for

Payment.....

Secretary

Recipient.....

AANHANGSEL A

Die Sekretaris
Klerasienywerheid (Natal) Voorsorgfonds
Posbus 18354
DALBRIDGE
4014

**AANSOEK OM BYSTAND BY ONTTREKKING DEUR BYDRAERS ONDER DIE OUDERDOM VAN 50 (VROULIK)
OF 55 (MANLIK)**

Van.....

Voorheen

Voorname

Tel.....

Identiteitsnummer

Huidige adres

Geboortedatum

Diensrekordkaartnummer

Begunstigde vorm voltooi

Ek het die diens van Menere op betalingstarief verlaat.

Rede:

Hiermee eis ek 'n terugbetaling van my bystand by onttrekking wat ten gunste van my opgehoop het.

Getuie

Handtekening.....

Datum

Kaart ter herinnering gegee aan bydraer om by kantoor aan te meld ten einde sy/haar voordele op te haal gedurende
..... maand van 19

Tjeknommer

Bedrag: R

Datum

Magtiging vir betaling

Sekretaris

Handtekening van ontvanger

AANHANGSEL B

Die Sekretaris
Klerasienywerheid (Natal) Voorsorgfonds
Posbus 18354
DALBRIDGE
4014

AANSOEK OM BYSTAND BY OPSIONELE VROEE AFTREDE

Van

Voorheen

Voornamen

Huidige adres

Geboortedatum

Diensrekordkaartnommer

Begunstigdevorm voltooi

Tel

Aangesien ek die ouderdom van bereik het en met my werkgever oor die aangeleentheid ooreengekom
het (brief aangeheg), doen ek hiermee aansoek om aftredibystand.

My laaste diens in die Nywerheid was by Menere

Getuie

Handtekening (werknemer)

Handtekening (werkgever)

Datum

Bewys van geboortedatum

Tipe dokument voorgelê

Plek van uitreiking

Datum van uitreiking

Nommer

Sekretaris

Datum

Vergaderingsdatum Tjeknommer Bedrag: R

Opmerkings

Datum Magtiging vir betaling

Sekretaris

Handtekening van ontvanger

AANHANGSEL C

Die Sekretaris
Klerasienywerheid (Natal) Voorsorgfonds
Posbus 18354
DALBRIDGE
4014

AANSOEK OM AFTREDEBYSTAND

Van

Voorheen

Voornamen

Huidige adres

Geboortedatum

Diensrekordkaartnommer

Klokkaartnommer

Betalingstarief

Tel

Begunstigdevorm voltooi

Aangesien ek die ouderdom van bereik het, eis ek hiermee die aftredibystand aan my verskuldig.

Ek verstaan dat betaling van geld aan my verskuldig deur die Fonds ingevolge hierdie aansoek my nie uitsluit van voortge-
sette diens in die Nywerheid nie, maar dat ek by ontvangs van sodanige geld geen verdere eise teen die Fonds het nie.

Getuie

Handtekening

Datum

BEWYS VAN GEBOORTEDATUM

Tipe dokument voorgelê

Plek van uitreiking

Datum van uitreiking

Nommer

Sekretaris

Datum

Vergaderingsdatum Tjeknommer Bedrag: R

Opmerkings

Datum Magtiging vir betaling

Sekretaris

Handtekening van ontvanger

AANHANGSEL D

Die Sekretaris
Klerasienywerheid (Natal) Voorsorgfonds
Posbus 18354
DALBRIDGE
4014

AANSOEK OM BYSTAND BY AFSTERWE

Naam van oorledene

Raadnommer

Datum van afsterwe

Fabriek waar laaste in diens

Doodsertifikaatno.

Gedateer

Identiteitsnommer

Adres

Verwantskap met oorledene

Dokumentêre bewys van verwantskap

Datum

Handtekening van eiser

BESONDERHEDE VAN DOODSERTIFIKAAT

Nommer

Plek van uitreiking

Datum van uitreiking

Oorsaak van dood

Gesien deur my

Sekretaris

Datum

Vergaderingsdatum Tjeknommer Bedrag: R

Opmerkings

Datum Magtiging vir betaling

Sekretaris

Handtekening van ontvanger

AANHANGSEL E

Die Sekretaris
Klerasienswerheid (Natal) Voorsorgfonds
Posbus 18354
DALBRIDGE
4014

**AANSOEK OM BYSTAND BY AFDANKING DEUR BYDRAERS ONDER DIE
OUDERDOM VAN 50 (VROULIK) OF 55 (MANLIK)**

Van Voorheen
 Voornamen
 Identiteitsnommer Tel. No.
 Huidige adres
 Geboortedatum Diensrekordkaartnommer
 Begunstigdevorm voltooi
 Ek is deur Menere afgedank op betaaltarief
 Hiermee eis ek 'n terugbetaling van my afdankingsbystand wat ten gunste van my opgeloopt het.
 Getuie Handtekening
 Datum

Kaart ter herinnering gegee aan bydraer om by kantoor aan te meld ten einde sy/haar bystand te ontvang gedurende die maand van 19.....

Tjekno. Bedrag: R.....
 Datum Vir betaling goedgekeur

Sekretaris

Handtekening van ontvanger

BYLAE F**Werknemersbystand****STERFTEVORM – KENNISGEWING VAN DIE DOOD VAN 'N LID****ALGEMENE INLIGTING**

Naam van skema				Skemanommer	
Lidverwysingsnommer		Lid se van en voorletters			
	Dag Maand Jaar		Dag Maand Jaar		
Sterftedatum		Laaste maandelikse bydrae betaal op		Koers van maandelikse bydrae onmiddellik voor dood betaal	
Inkomstebelastingno.		Belastingkantoor waar laaste opgawe ingedien is			
					Ja/Nee
Was die lid gedurende die jaar voor sy dood buite Suid-Afrika werksaam?					
Indien ja, verstrek asseblief besonderhede					
Opmerkings					

Slegs vir werklike salarisplanne

Salaris op sterftedatum R Totale bydraes in huidige skemajaar betaal R

BESONDERHEDE VAN BEGUNSTIGDE

Daar is belangrike wetlike bepalings wat die betaling van sterftbystand beheer. Lees asseblief die afdeling oor sterftbystand in die administrasiehandleiding aandagtig deur voordat u die volgende invul.

Het die lid finansiële of natuurlike afhanklikes (d.w.s. gade, kinders of nakomelinge) gehad?
Indien ja, vul asseblief die blokkie hieronder in.

Ja Nee

--	--

Ja Nee

--	--

Indien nie, het die lid 'n benoemde begunstigde gehad? Indien ja, vul asseblief die blokkie hieronder in.

Indien die lid nóg finansiële nóg natuurlike of benoemde begunstigdes gehad het, sal die bystand aan die boedel oorbetal word. Verstrek asseblief die naam en adres van die eksekuteur.

Naam	Verwantskap	Adres	Aandeel

Hiermee word gesertifiseer dat bogenoemde inligting in elke opsig korrek is en die Die Southern-Lewensassosiasie Beperk word hiermee gemagtig om enige bedrag ingevolge die plan—na aftrekking van enige LBS-belasting—by die dood van die lid aan bogenoemde begunstigde te betaal. Hiermee word ooreengekom dat 'n gekruiste tjeek aan die begunstigde by bogenoemde adres ge-pos 'n goeie en bindende betaling sal uitmaak en dat dit ingevolge en kragtens die plan ter algehele vrystelling van Die Southern-Lewensassosiasie Beperk se aanspreeklikheid teenoor die begunstigde sal wees.

Datum _____

Namens die werkgewer geteken _____

AANHANGSEL G**Werknemersbystand****AANSOEK OM ONGESKIKTHEIDSBYSTAND****Verklaring deur werkgewer**

Hierdie verklaring is ter ondersteuning van 'n eis vir ongeskiktheid wat deur een van u werknemers ingedien word. Dit vorm 'n belangrike skakel in die waarderingsproses en, as sodanig, regverdig dit versigtige oorweging.

Dit is 'n bekende feit dat vertraging in die hantering van finansiële en ander probleme wat uit ongeskiktheid voortvloei vir die eiser 'n klimaat van stres skep. Hierdie stres kan 'n eiser se kanse op rehabilitasie of aanpassing by nuwe omstandighede aansienlik beïnvloed. Hierdie vorm is daarom in soveel besonderhede moontlik opgestel ten einde in 'n vroeë stadium soveel feite moontlik aangaande die saak te bekom.

Dankie vir u samewerking met die invul van hierdie aansoek.

Skemanaam		Skemanommer	
Werkgewersnaam		Lid se verwysingsnommer	
Lid se naam (Voorsien asb. volle name)		Naam van mediese fonds	
Lid se adres	Poskode	Lid se mediese-fondsnummer	

Rekord van bywoning

Datum waarop lid by maatskappy aangesluit het

Laaste werkdag (voor die ongeskiktheid wat tans oorweeg word). Indien steeds by die werk, dui asseblief verwagte laaste werkdag aan.

Indien die lid teruggekeer het werk toe na 'n tydperk van ongeskiktheid, dui asseblief datum van terugkeer aan.

Dae afwesig van die werk in die twee-jaar-tydperk voor die aanvang van ongeskiktheid:

Datums van/of	Getal werksdae	Tipe verlof (jaarlikse, siekte, onbetaalde, ens.)	Rede
.....			
.....			
.....			
.....			
.....			
.....			
.....			
.....			
.....			
.....			

Let asb. op die volgende

1. As 'n alternatief vir die invul van hierdie tabel mag u verkies om kopieë van verlofrekords aan te heg.
2. Sertifikate van siekteverlof moet, waar beskikbaar, in verband met tydperke van siekteverlof aangeheg word.

Werkgeskiedenis				
	1. Werk wat lid gedoen het onmid- dellik voor on- geskiktheid	2. Werk wat lid gedoen het onmid- dellik voor dié in kolom 1 genoem	3. Werk, indien enige, wat lid doen sedert ongeskiktheids- datum	4. Lid se kwalifikasies
Aanstellingsdatum				
Werktitel				
Indien gegradeer, naam van graderingstelsel en gradering				
Normale salarisskaal vir werk en posisie op skaal				
Opvoedkundige kwalifika- sies benodig vir werk				
Ondervinding benodig				
Masjinerie en gereedskap gebruik				
Lig asseblief enige spesi- fieke bekende gevare uit wat by die gebruik van die masjiene betrokke is				
Tipe bestuurderslisensie benodig vir die werk, indien enige—verskaf asb. die kode (bv. 08)				
Tipe voertuig en gemid- delde afstand afgeleë				

Werkgeskiedenis				
	1. Werk wat lid gedoen het onmid- dellik voor on- geskiktheid	2. Werk wat lid gedoen het onmid- dellik voor dié in kolom 1 genoem	3. Werk, indien enige, wat lid doen sedert ongeskiktheids- datum	4. Lid se kwalifikasies
Hoeveelheid loopwerk benodig				
Soort loopwerk, bv. op gelyke sypaadjies of ongelyke grond, die klim van lere, die inklim in beknopte ruimtes, ens.				
Graad van fisiese werk betrokke (swaar, medium, lig, geen) — beraamde persentasie van lid se tyd bestee betrokke by hier- die arbeid				
Tipe(s) fisiese werk (dra van swaar voorwerpe, graafwerk, die trek van waens, kruise stoot, ens.)				
Indien werk in 'n stowwe- rige omgewing gedoen word, dui asseblief die aard van die stof aan				
Breë beskrywing van werk gedoen				

HEG ASSEBLIEF 'N KOPIE VAN DIE WERKBESKRYWING AAN

1. Watter elemente van die werk kan die eiser nie meer doen nie?

.....

.....

2. Die mate waarin ongeskiktheid uitvoering beperk het?

.....

.....

3. Is dit 'n korttermynverandering of het dit oor 'n tydperk ontwikkel?

.....

.....

Indien die lid by die werk onder enige spesifieke druk verkeer het of indien u bewys is van enige ander faktore wat stres by hom/haar veroorsaak het, gee dan asseblief in die ruimte hieronder 'n verslag van enige sodanige faktore.

.....

.....

.....

.....

.....

Salarisgeskiedenis

Voorsien asb. volle besonderhede van die lid se salarisgeskiedenis deur te begin twee jaar voor ongeskiktheid. Indien die eiser slegs vir korter as twee jaar vir die maatskappy gewerk het, gee asb. die geskiedenis vanaf die aanstellingsdatum. In die laaste kolom moet u asb. aandui hoe salaris tans na die datum van ongeskiktheid voortgesit word en hoe dit voortaan voortgesit sal word.

Datum	Na datum van ongeskiktheid.
Bedrag van toename (of afname) in salaris op datum aangedui	
(Nuwe) salaris	
Frekwensie (weekliks, maandeliks of jaarliks)	
Rede vir verandering (jaarlikse bonus, bevordering, ens.)	
Dui asb. die aard en bedrag van enige addisionele "nie-salaris"-items aan, bv. maatskappymotor, behuisingsteun, bonusse, personeelvoordele, ens.	
Skat asb. die bedrag van addisionele inkomste in die tydperk d.m.v. oortyd, kommissie, ens.	

Rehabilitasiepogings-alternatiewe posisies

Is daar enige werk, na u mening, wat hierdie werknemer kan doen? Indien wel, lys dit asb. in die tabel hieronder. Indien die werkgewer probeer het om alternatiewe poste vir die werknemer te vind, moet sodanige poste ook gelys word (selfs as sodanige pogings onsuksesvol was).

Werktitel van alternatiewe posisie	
Kort beskrywing van alternatiewe posisie	
Verwysingssalaris (of salarisskaal)	
Waarom is die eiser geskik geag vir daardie posisie?	
Wat, indien enigiets, het die eiser daarvan gediskwalifiseer om in daardie posisie te bly?	

Ander vergoeding vir ongeskiktheid

Lys asb. alle ander bronne (waarvan u bewus is) waaruit die eiser vergoeding a.g.v. ongeskiktheid kan ontvang:

	Skadeloosstelling van werksliede	Pensioen- of voorsorgfonds	Ongeskiktheidspolis deur werkgewer gereël
(Beraamde) bedrag van die bystand			
Hoe is hierdie bystand betaalbaar (bv. maandeliks, as enkelbedrag, ens.)?			

	Skadeloosstelling van werksliede	Pensioen- of voorsorgfonds	Ongeskiktheidspolis deur werkgewer gereël
Datum waarop die voordeel betaalbaar is of word			
Indien van toepassing en indien voortgesette ongeskiktheid veronderstel word, vir hoe lank is hierdie bystand betaalbaar?			
Gee asb. inligting oor wie besluit of die bystand betaalbaar is al dan nie (bv. naam van versekeraar, pensioenfondstrustees, ens.) Gee ook enige verwysingsnommers (bv. polisnommers)			

Verklaring

Verklaring

Hiermee verklaar en waarborg ek dat die antwoorde hierbo waar en juis is en dat geen belangrike inligting teruggehou of weggelaat is nie.

Datum

Naam van ondertekenaar

Benoeming

Handtekening

Werknemersbystand

Aansoek om ongeskiktheidsbystand

Verklaring van werknemer

Hierdie verklaring is ter ondersteuning van u ongeskiktheidseis. Dit vorm 'n belangrike skakel in die beoordelingsproses en moet daarom versigtig oorweeg word. Let asb. daarop dat hierdie aansoek die grondslag sal vorm waarop u eis beoordeel sal word. U moet daarom alles probeer om te verseker dat die inligting wat gegee word, volledig en akkuraat is. Enige wanverklaring kan gebruik word as grondslag vir die weiering om die eis te aanvaar.

Dit is 'n bekende feit dat vertragings in die hantering van finansiële en ander probleme wat uit ongeskiktheid ontstaan, 'n klimaat van stres skep. Hierdie stres kan 'n beduidende invloed uitoefen op rehabilitasie of aanpassing by nuwe omstandighede. Hierdie vorm is gevolglik in soveel besonderhede moontlik opgestel ten einde in 'n vroeë stadium soveel feite moontlik aanvaande die saak te bekom.

Skemanaam		Slegs vir amptelike gebruik	
Werkgewersnaam		Skemanommer	
Lid se naam (voorsien volle naam, asb.)		Lidnommer	
Lid se adres		Eisverwysingsnommer	

Persoonlike besonderhede

Geboortedatum		Inkomstebelasting-kantoor	
Identiteitsnommer		Inkomstebelasting-nommer	
Posadres (indien verskillend van die adres hierbo)		Mediese skema	
	Poskode	Mediesefondsnummer	
Huistelefoonnommer	Kode		
Werktelefoonnommer	Kode		

Kort besonderhede van eis

Indien u eis die gevolg van 'n ongeluk of ander gewelddadige omstandighede is, moet u asb. die volgende tabel invul:

Datum van ongeluk	
Watter tipe ongeluk of voorval het plaasgevind?	
Polisiestasie waar aangemeld	
Polisiesaaknommer	

Indien u eis uit siekte voortspruit, vul asb. die volgende tabel in:

Lys van klagtes	Datum waarop simptome die eerste keer opgemerk is

Opvoedkundige gegewens

Gee asb. gegewens van u opvoedkundige agtergrond en opleiding. Heg asb. 'n kopie van enige sertifikate aan, indien beskikbaar:

Naam van laaste skool bygewoon	
Hoogste standaard geslaag	
Naam/name van universiteite, kolleges of teknikons bygewoon	

Grade en/of sertifikaat verwerf en/of kursusse geslaag

Handelsertifikaat verwerf

Gegewens van lidmaatskap van enige professionele liggare

Kodes van bestuurderslisensies in u besit

Enige ander lisensies in u besit

Werkgeskiedenis

Gee asb. gegewens van die werk wat u onmiddellik voor ongeskiktheid gedoen het, asook gegewens van die twee vorige poste waarin u aangestel was:

	1. Werk wat u gedoen het onmiddellik voor ongeskiktheid	2. Werk gedoen onmid- dellik voor dié ge- noem in kolom 1	3. Werk gedoen voor dié genoem in kolom 2	4. Werk gedoen sedert ongeskiktheid
Aanstellingdatum				
Naam van werkgever				
Werktitel				
Masjinerie en gereedskap gebruik				
Hoeveelheid loopwerk vereis				
Tipe loopwerk—voorbeeld sluit in gelyke sypaadjes, on- gelyke grond, die klim van lere, inklim in beknpte ruimtes, ens.				
Graad van fisiese werk betrokke (swaar, medium, lig, geen)—beraamde persenta- sie tyd betrokke by hierdie werk				
Tipe(s) fisiese werk (dra van swaar voorwerpe, graafwerk, die trek van waens, kruitwa stoot, ens.)				
Breë omskrywing van werk gedoen				
Salaris verdien op datum van posverlating				

Let wel: Kopieë van 'n formele werksomskrywing sal ons beoordeling van u eis vergemaklik en moet, indien beskikbaar, ingesluit word. Benewens die voorafgaande dui asseblief u volle werkgeskiedenis aan deur die tabel hieronder in te vul:

Aanvangsdatum	
Beëindigingsdatum	
Werktitel	
Naam van werk- gewer	

Wat is u huidige werkstatus? Merk asseblief die relevante ruimtes:

☐ Steeds werkend

☐ Met siekverlof

☐ Ons kennis van beëindiging

☐ Afbetaal of afgelê

Name van dokters en mediese omsieners

Verskaf asb. die name van alle mediese omsieners wat u behandel het in verband met hierdie eis:

Naam van u gewone dokter

Adres

Poskode

Telefoonno. van dokter se spreekkamer

Kode

Hoe lank reeds is hy u gewone dokter?

--

Datum van laaste besoek

--

Naam van vorige gewone dokter

--

Adres

Poskode

Hoe lank was hy u gewone dokter?

--

Datum van laaste besoek

--

Gegewens van spesialisate geraadpleeg

Naam van spesialis

Adres

Poskode

Spesialisering (bv. neuroloog, kardioloog, ens.)

Klagte(s) waarvoor die spesialis geraadpleeg is

--

Wie het u na hierdie spesialis verwys?

--

Datum(s) van besoek(e)

--

Voortsetting van gegewens van spesialisate geraadpleeg

Naam van spesialis

Adres

Poskode

Spesialisering (bv. neuroloog, kardioloog, ens.)

Klagte(s) waarvoor die spesialis geraadpleeg is

--

Wie het u na hierdie spesialis verwys?

Datum(s) van besoek(e)

Ander vergoeding vir ongeskiktheid

Lys asseblief die ander bronne van vergoeding wat u mag ontvang as gevolg van u ongeskiktheid:

	Skadeloosstelling van werkliede	Pensioen- of voorsorgfonds	Ongeskiktheidspolisse deur u werkgever gereël	Ongeskiktheidspolisse deur u gereël
(Beraamde) bedrag van bystand				
Hoe is hierdie bedrag betaalbaar (bv. maandeliks, as 'n enkelbedrag, ens.)				
Datum waarop die bystand betaalbaar is of word				
Indien van toepassing, en indien voortgesette ongeskiktheid veronderstel word, hoe lank is dié bystand betaalbaar?				
Gee asb. inligting oor wie besluit of die bystand betaalbaar is, al dan nie (bv. naam van versekeraar, pensioenfondstrustees, ens.). Gee ook enige verwysingsnommers (bv. polisnommers)				

Verklaring

Hiermee magtig ek enige mediese praktisyn, hospitaal, werkgever of ander persoon om Die Southern Life Association Beperk of hulle verteenwoordigers te voorsien van enige inligting aangaande my gesondheid. Hiermee verklaar en waarborg ek dat die antwoorde deur my gegee in hierdie eisvorm in elke besonderheid waar en juis is en dat geen belangrike inligting of besonderhede oor enige relevante omstandighede uitgelaat is nie.

.....
Datum

.....
Handtekening

.....
Getuie

Werknemersbystand

MEDIESE INLIGTING TER ONDERSTEUNING VAN 'N AANSOEK OM ONGESKIKTHEIDSBYSTAND

Verklaring van die dokter

Naam van dokter (drukskrif asseblief)

--

Adres

--

Kwalifikasies

--

Poskode

--

Telefoonnommer

--

Kode

Aard van klagte of siekte	Datum waarop simptome ontdek is	Erns van toestand — voorsien asb. besonderhede van enige meting wat die erns aandui. Is daar enige bewys van permanente skade?	Behandeling voorgeskryf — dui asb. graad van beheer behaal en voldoening aan	Prognose

Sluit asb. kopieë in van enige toetse wat gedoen is.

Impak van siekte of besering

Sodat ons die eiser se vermoë kan vasstel om verskillende beroepe te beoefen, sal dit waardeer word indien u kan aandui in watter mate die eiser moontlik die volgende aktiwiteite sou kon uitvoer. Indien moontlik moet hierdie vermoëns gemeet word relatief tot wat dit sou gewees het sonder die siektes of beserings onder bespreking, d.w.s. ignoreer faktore soos die intelligensie en natuurlike vermoëns van die eiser.

Aktiwiteit, taak of funksie	Relatiewe vermoë om taak uit te voer— bv. onmoontlik, moontlik (onderworpe aan groot'n mate van pyn/ongemak), gevaarlik vir hom/ander, geen beperkings, ens.	Sal hierdie vermoë waarskynlik verbeter, agteruitgaan of konstant bly? Indien moontlik, skat asb. die tydperk waartydens enige verandering kan plaasvind.
Klerklike of administratiewe werk (sittende beroepe)		
Helder denke en besluitneming		
Interaksie met mense in die werkplek, bv. kliënte, kollegas, ens.		
Toesighouding oor ander personeel		
Loop (nie-inspannend) oor gelyk grond		
Loop (inspannend) oor ongelyke grond, klim (bv. binne dakke van huise, ens.) werk in beknopte omstandighede		
Hantering van swaar masjinerie		
Hantering van ligte masjinerie		
Dra van swaar gewigte		
Dra van ligte gewigte — insluitende, bv. posaflewering		
Bestuur van 'n ligte motorvoertuig		
Bestuur van 'n swaar motorvoertuig, insluitende padskrapers, ens.		
Handel-arbeid, bv. die graawe van gate, die stoot van kruiwaens, ens.		
Werk in in 'n stowwerige omgewing, bv. in 'n meul of fabriek wat met veselagtige materiaal werk		

Vermoë om te werk

Met betrekking tot die eiser se vermoë om sy/haar werk, of gepaste alternatiewe te verrig, antwoord asb. die vrae hieronder:

Indien u enige beskrywing ontvang het van die kwalifikasies/werk deur die eiser gedoen, gee asb. kort besonderhede daarvan.	
Beskou u die eiser as totaal ongeskik om sy werk te verrig? Lig asseblief die hoof funksies uit wat hy/sy nie kan uitvoer nie.	

Dink u dat daar enige redelike moontlikheid van herstel bestaan, of sou u die toestand as permanent beskou? Indien herstel moontlik is, hoe lank sal dit waarskynlik duur?

Beskou u die eiser as totaal en permanent ongeskik om enige ander beroep te beoefen? Indien wel, gee asb. 'n kort verduideliking. Dui as alternatief asb. aan watter ander werk oorweeg kan word.

Is daar na u mening enige ander stappe wat die Southern of die werkgewer kan doen ten einde rehabilitasie te fasiliteer?

Name van ander dokters en mediese omsieners

Meld asb. die name van al die mediese omsieners (veral van spesialiste) of hospitale na wie of waarheen u die pasiënt verwys het in verband met sy/haar ongeskiktheid.

Naam van ander dokter of mediese omsieners				
Adres	Poskode	Poskode	Poskode	Poskode
Spesialiteit (bv. neuroloog, kardioloog, ens.)				
Klagte(s) waarvoor die ander dokter of mediese toesig-houer geraadpleeg is				

Voorsien asb. kopieë van alle verslae ontvang van hierdie verwysings, sowel as kopieë van enige ander onlangse verslae ontvang van spesialiste of hospitale.

.....
Handtekening

.....
Datum

AANHANGSEL H

KLERASIENYWERHEID (NATAL) VOORSORGFONDS

Tel. 3012558/9, 3012560/1, 3012550
Posbus 18354, DALBRIDGE, 4014
Faks 3076716

Galestraat 127
DURBAN, 4001

NOMINASIE VAN BEGUNSTIGDE (Vul asseblief in en stuur terug aan die bestuur)

Die Klerasienywerheid (Natal) Voorsorgfonds het u lewe verseker en hierdie versekering sal van krag wees in geval van u dood. Dit beteken dat wanneer u te sterwe kom, sal die mense wat u op hierdie vorm nomineer, 'n deel van die geld uit u voordele ontvang, wat gelyk is aan een jaar se lone (of 52 X u weeklikse loon) PLUS al die geld wat u in u Voorsorgfonds sal hê wanneer u te sterwe kom.

U moet op hierdie vorm aandui watter deel van die totale bedrag u wil hê elke persoon moet ontvang, dit wil sê watter persentasie van die 100%.

In terme van die Klerasienywerheid (Natal) Voorsorgfonds, nomineer ek, (naam) hiermee die volgende begunstigdes om betaling te ontvang in terme van die Fonds wanneer ek te sterwe kom. (Nomineer asseblief een, maar dit kan enige getal wees. Indien u meer as drie persone wil nomineer, vra asseblief vir nog 'n vorm en heg dit by hierdie een aan.)

1. Van..... Voorletters.....

Verwantskap..... DD MM JJ
Geboortedatum.....

Adres.....

..... Poskode.....

Deel van betaling (persentasie of breuk)

2. Van..... DD MM JJ Voorletters

Verwantskap..... Geboortedatum.....

Adres..... Poskode

Deel van betaling (persentasie of breuk)

3. Van..... DD MM JJ Voorletters

Verwantskap..... Geboortedatum.....

Adres..... Poskode

Deel van betaling (persentasie of breuk)

U naam Raadsnommer

U fabriek se naam

AANHANGSEL I**KLERASIENYWERHEID (NATAL): VOORSORGFONDS-HUISLENINGSAAANSOEK**

Raadnommer:

Leningnommer:
(vir amptelike gebruik)

- Ek, (volle name)..... (I.D-nommer.....), doen hiermee aansoek om 'n lening.
- (1) Huisadres (2) Fabrieksadres.....
- Poskode Poskode
- (3) Volle beskrywing van eiendom waarvoor lening benodig word:
- Erf-, perseel- of standplaasnommer
- Straatadres
- (4) Beskrywing van eiendom (bv. 4-vertrek-steenhuis met sinkplaatdak op 200 m² perseel gediens met water en spoelriole-ring).
- (5) Vir watter doel word die lening benodig?
- (a) Om 'n bestaande verbandlening van 'n ander instelling terug te betaal ten opsigte van 'n eiendom wat u en u gade besit?
- (b) Om 'n woning/huis of grond te koop en/of om 'n woning/huis daarop op te rig, wat deur u en u gade besit sal word?
- (c) Om aanbouings te doen of veranderings aan te bring aan 'n woning/huis wat behoort aan, of wat bewoon word deur, u en u gade, of om sodanige woning/huis in stand te hou of te herstel?
- (6) Sal die eiendom deur u en/of 'n afhanklike bewoon word?

Merk JA
of NEE

JA

NEE

JA

NEE

(7) In wie se naam is die eiendom geregistreer of in wie se naam sal dit geregistreer word?

Naam ID-Nommer.....

(8) Bedrag van lening benodig: R.

(9) U weekloon: R.....

plus

Indien getroud, u gade se
weekloon: R.....

Totaal: R.....

(10) Het u 'n bestaande verband? JA/NEE.

(11) Gee besonderhede van u maandelikse uitgawes (in die geval van getroude lede word gekombineerde huishoudelike uitgawes benodig):

Kos R.....

Skoolgeld R.....

Vervoer R.....

Ligte en water (brandstof) R.....

Totaal: R.....

(12) Tipe lening benodig?

(a) VOORSORGFONDS-VERBANDLENIING

(b) VOORSORGFONDS-HUISLENIING

(c) GEWAARBORGDE VERBANDLENIING VAN 'N ANDER INSTANSIE

(d) GEWAARBORGDE HUISLENIING VAN DIE GROEP KREDIETKORPORASIE

(e) GEWAARBORGDE HUISLENIING VAN DIE PERM BOUVERENIGING

(13) Ondersteunende dokumentasie (sluit dokumente in wat relevant is vir u aansoek en wat u besonderhede en die geldigheid van u aansoek sal bevestig:

(a) Seding van voorsorgfondsbystand

(b) Onherroeplike stoporder

(c) Leningsaansoekvorm van instelling

(d) Kopie van ID dokument

(e) Kopie van huweliksertifikaat

(f) Kwotasies (waar van toepassing)

(g) Koopakte (waar van toepassing)

(h) Waardasie van eiendom

(i) Besonderhede van bykomende sekuriteit aangebied

(k) Ander

Gesertifiseer dat die bogenoemde inligting waar en juis is.

Gedateer te Durban op hede die dag van 19.....

Geteken

Lid Naam

(14) Sertifikate:

Gesertifiseer dat die inligting in hierdie aansoek na my beste wete waar en juis is.

Gedateer te op hede die dag van 19.....

Werkgewer

Naam

Gesertifiseer dat die inligting in hierdie aansoek na my beste wete waar en juis is.

Gedateer te op hede die dag van 19.....

Werknemersverteenvoerder

Naam

(15) GOEDKEURING DEUR BESTUURSKOMITEE

Datum van vergadering

Bedrag van bystand by onttrekking R.....

Tipe lening gemagtig

Maksimum lening gemagtig R.....

Maksimum terugbetaling gemagtig R.....

Maksimum terugbetalingstydperk gemagtig.....jaar

Waar terugbetalingstydperk die oorblywende jare tot aftrede oorskry maksimum uitstaande waarde teen aftrede gemagtig R.

Geteken:.....

Sekretaris

Datum.....

AANHANGSEL J**SESSIE VAN VOORSORGFONDSBYSTAND**

Ek, (Raadnommer), seeder hiermee aan die Klerasienywerheid (Natal) Voorsorgfonds die bystand wat te eniger tyd in die genoemde Fonds tot my krediet staan as sekuriteit vir die terugbetaling van hierdie lening en alle rente daarop verskuldig, en sal nie op enige sodanige bystand geregtig wees nie solank die genoemde lening of enige deel daarvan of rente daarop onbetaald bly.

Ek stem hiermee in dat enige aanstelling van benoemde of begunstigde daarop geregtig sal wees om bystand te ontvang slegs in die mate wat daar enige surplus van bystand na volle en finale betaling van die voornoemde lening bestaan en ek stel hiermee die Fonds self aan as my benoemde ingevolge die reëls van die Voorsorgfonds om in die geval van my afsterwe enige bystand van genoemde Fonds, ooreenkomstig my verpligting te ontvang.

Voorts magtig ek hiermee die Klerasienywerheid (Natal) Voorsorgfonds om my leningsbalans te verreken teen enige bystand wat aan my betaalbaar mag wees by onttrekking, afdanking, aftrede of dood.

Geteken te op hede die dag van (maand) 19.....

Geteken

Getuie

Getuie

AANHANGSEL K**SESSIE VAN VOORSORGFONDSBYSTAND**

Ek, (Raadnommer), seeder hiermee aan die bystand wat te eniger tyd in die genoemde Fonds tot my krediet mag wees as sekuriteit vir die terugbetaling van 'n lening aan my van R by voormelde op die en enige rente verskuldig daarop; en ek stem in dat ek, ooreenkomstig die volle en finale betalingsbedrag van sodanige lening, nie op bystand geregtig sal wees nie solank genoemde lening of enige deel daarvan of rente daarop onbetaald bly.

Ek stem hiermee in dat enige aanstelling van benoemde of begunstigde deur my geregtig sal wees om bystand te ontvang slegs in die mate wat daar na volle en finale betaling van voorgenoemde lening daarop enige surplus van bystand bestaan en ek sal hiermee die Fonds selfaan as my benoemde ingevolge die reëls van die Voorsorgfonds om ooreenkomstig my verpligting, enige voordele van genoemde Fonds na my afsterwe te ontvang.

Magtig ek hiermee die Klerasienywerheid (Natal) Voorsorgfonds om aan genoemde, op aanvraag, soveel van my bystand, betaalbaar ingevolge die reëls van die Fonds, te betaal as wat nodig word om volle en finale betaling (of 'n deel daarvan) van my verpligting aan hulle te bewerkstellig; ek aanvaar dat enige berekeninge gemaak deur prima facie bewys is van my vermeldde verpligting. Ek vrywaar hiermee die Klerasienywerheid (Natal) Voorsieningsfonds, die Nywerheidsraad vir die Klerasienywerheid (Natal), sy raadslede, werknemers, agente en geakkrediteerde verteenwoordigers van alle handeling van versuim wat goeder trou ten opsigte van hierdie sessie van my, bystand begaan word.

Geteken te op hede die dag van (maand) 19.....

Geteken

Getuie

Getuie

AANHANGSEL L**STOPORDER**

Ek, , magtig hiermee onherroeplik my genoemde werkgewer en enige verder werkgewer om gedurende my werktermyn die bedrag van R..... per maand/week van my loon af te trek en om dit aan die Nywerheidsraad vir die Klerasienywerheid (Natal) te betaal ter vermindering van die Verband-/Huislening of Gewaarborgde Verband-/Huislening wat deur die Klerasienywerheid (Natal) Voorsorgfonds aan my toegestaan is, en van die rente daarop.

Gedateer te Durban op hede die dag van 19....

Geteken

Getuie:

Getuie:

Werkgewer se onderneming en sertifikaat

Ek,, in my hoedanigheid van, behoorlik gemagtig deur (die werkgewer), onderneem en sertifikaat hiermee dat:

- (1) (die werknemer) tans in diens van bogenoemde werkgewer is;
- (2) ek behoorlik deur die werkgewer gemagtig om te onderneem om tot verdere kennisgewing, die bedrag van R per week van die werknemer se loon af te trek en om dit teen die 10de van elke maand op die voorgeskrewe wyse na die Klerasiennywerheid (Natal) Voorsorgfonds.

Gedateer te op hede die dag van 19....

Getken

Namens die werkgewer

Naam

Maatskappystempel

AANHANGSEL M AFLEGGINGSERTIFIKAAT

Ek,, 'n geakkrediteerde verteenwoordiger, sertifiseer hiermee dat ek, namens die Bestuurskomitee van die Klerasiennywerheid (Natal) Voorsorgfonds, navraag gedoen het na die omstandighede van die volgende lede van die Fonds en dat ek na my beste vermoë vasgestel het dat hulle diensbeëindiging "AFLEGGING" behels.

RAADNOMMER

NAAM

DATUM VAN BEEÏNDIGING

OMSTANDIGHEDE

Geteken te op hede die dag van 19....

Naam

Datum van vergadering

Betaling van afdankingsbystand goedgekeur/afgekeur

Opmerkings

Bedrag betaal:

Datum Goedgekeur vir

betaling

Sekretaris

Ontvanger

DEPARTMENT OF POSTS AND TELECOMMUNICATIONS

No. R. 19

6 January 1995

CORRECTION NOTICE

Substitute the following Government Notice for Government Notice No. R. 2275 published in *Government Gazette* No. 16190 (Regulation Gazette No. 5446) of 30 December 1994:

RADIO ACT, 1952

AMENDMENT OF RADIO REGULATIONS

The Minister for Posts, Telecommunications and Broadcasting has, under section 18 of the Radio Act, 1952 (Act No. 3 of 1952), made the regulations in the Schedule.

DEPARTEMENT VAN POS- EN TELEKOMMUNIKASIEWESE

No. R. 19

6 Januarie 1995

VERBETERINGSKENNISGEWING

Vervang Goewermentskennisgewing No. R. 2275 gepubliseer in *Staatskoerant* No. 16190 (Regulasiekoerant No. 5446) van 30 Desember 1994 met die volgende Goewermentskennisgewing:

RADIOWET, 1952

WYSIGING VAN RADIOREGULASIES

Die Minister vir Pos-, Telekommunikasie- en Uitsaaiwese het kragtens artikel 18 van die Radiowet, 1952 (Wet No. 3 van 1952), die regulasies in die Bylae uitgevaardig.

SCHEDULE**BYLAE****Definition**

1. In these regulations, unless the context indicates otherwise, "the Regulations" means the Radio Regulations published by Government Notice No. R. 2862 of 28 December 1979 as amended by Government Notices Nos. R. 148 of 25 January 1980, R. 2661 of 4 December 1981, R. 366 of 26 February 1982, R. 855 of 30 April 1982, R. 1945 of 10 September 1982, R. 181 of 31 January 1986, R. 587 of 27 March 1986, R. 624 of 4 April 1986, R. 2633 of 12 December 1986, R. 1145 of 29 May 1987, R. 712 of 15 April 1988, R. 1349 of 30 June 1989, R. 1356 of 22 June 1990, R. 1814 and R. 1826 of 3 August 1990, R. 114 and R. 115 of 25 January 1991, R. 367 of 1 March 1991, R. 1666 of 19 July 1991, R. 2133 of 31 July 1992, R. 3302 of 4 December 1992, R. 1898 of 1 October 1993, R. 2412 of 17 December 1993, R. 2557 of 31 December 1993, R. 334 of 18 February 1994 and R. 1546 of 9 September 1994.

Amendment of Chapter 6 of the Regulations

2. Chapter 6 of the Regulations is hereby amended by the substitution of the existing 5.7 (i) by the following:

(i) C450

Annual all inclusive licence fee payable annually in advance on 1 June: R1 300 000.

Amendment of Chapter 8 of the Regulations

3. Chapter 8 of the Regulations is hereby amended by the insertion of the words "or unless the provisions of the licence provides otherwise" between the words "... section 14 of the Act," and the words "it shall remain valid ..." where they appear in subparagraph (1) of paragraph G10 thereof.

4. These regulations come into operation on 1 June 1995.

DEPARTMENT OF AGRICULTURE**No. R. 8****6 January 1995**

MARKETING ACT, 1968
(ACT No. 59 OF 1968)

**CANNING FRUIT SCHEME: SPECIAL LEVY ON
CANNED FRUIT AND CANNING FRUIT**

I, André Isak van Niekerk, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

- (a) the Canning Fruit Board referred to in section 6 of the Canning Fruit Scheme published by Government Notice No. R. 2068 of 25 September 1987, has under section 27 of the said Scheme imposed the special levy set out in the Schedule;
- (b) the said special levy has been approved by me and shall come into operation on the date of publication hereof; and

Woordomskrywing

1. In hierdie regulasies, tensy uit die samehang anders blyk, beteken "die Regulasies" die Radioregulasies afgekondig by Goewermentskennisgewing No. R. 2862 van 28 Desember 1979 soos gewysig deur Goewermentskennisgewings Nos. R. 148 van 25 Januarie 1980, R. 2661 van 4 Desember 1981, R. 366 van 26 Februarie 1982, R. 855 van 30 April 1982, R. 1945 van 10 September 1982, R. 181 van 31 Januarie 1986, R. 587 van 27 Maart 1986, R. 624 van 4 April 1986, R. 2633 van 12 Desember 1986, R. 1145 van 29 Mei 1987, R. 712 van 15 April 1988, R. 1349 van 30 Junie 1989, R. 1356 van 22 Junie 1990, R. 1814 en R. 1826 van 3 Augustus 1990, R. 114 en R. 115 van 25 Januarie 1991, R. 367 van 1 Maart 1991, R. 1666 van 19 Julie 1991, R. 2133 van 31 Julie 1992, R. 3302 van 4 Desember 1992, R. 1898 van 1 Oktober 1993, R. 2412 van 17 Desember 1993, R. 2557 van 31 Desember 1993, R. 334 van 18 Februarie 1994 en R. 1546 van 9 September 1994.

Wysiging van Hoofstuk 6 van die Regulasies

2. Hoofstuk 6 van die Regulasies word hiermee gewysig deur die bestaande 5.7 (i) met die volgende te vervang:

(i) C450

Jaarlikse allesinsluitende lisensiegeldde betaalbaar jaarliks vooruit op 1 Junie: R1 300 000.

Wysiging van Hoofstuk 8 van die Regulasies

3. Hoofstuk 8 van die Regulasies word hiermee gewysig deur die volgende woorde "of tensy die bepalings van die lisensie anders bepaal," tussen die woorde "... kragtens artikel 14 van die Wet ingetrek is," en die woorde "bly dit van krag ..." waar dit voorkom in subparagraaf (1) van paragraaf G10 daarvan in te voeg.

4. Hierdie regulasies tree op 1 Junie 1995 in werking.

DEPARTEMENT VAN LANDBOU**No. R. 8****6 Januarie 1995**

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

**INMAAKVRUGTESKEMA: SPESIALE HEFFING OP
INGEMAAKTE VRUGTE EN INMAAKVRUGTE**

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

- (a) die Inmaakvrugteraad bedoel in artikel 6 van die Inmaakvrugteskema gepubliseer by Goewermentskennisgewing No. R. 2068 van 25 September 1987, kragtens artikel 27 van genoemde Skema die spesiale heffing in die Bylae uiteengesit, opgelê het;
- (b) genoemde spesiale heffing deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en

*(c) Government Notice No. R. 2839 of 9 October 1992 is repealed with effect from the said date of commencement.

A. I. VAN NIEKERK,
Minister of Agriculture.

SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning, and "the Scheme" means the Canning Fruit Scheme published by Government Notice No. R. 2068 of 25 September 1987.

Imposition of special levy on canning fruit

2. A special levy is hereby imposed on canning fruit of the kinds and varieties or types specified in column 1 of the Table, that are of a grade specified in column 2 of the Table opposite thereto.

Amount of special levy on canning fruit

3. The amount of the special levy referred to in clause 2 shall respectively be as specified in column 3 of the Table opposite the respective grades of canning fruit.

(c) Goewermentskennisgewing No. R. 2839 van 9 Oktober 1992 met ingang van genoemde datum van inwerkingtreding herroep word.

A. I. VAN NIEKERK,
Minister van Landbou.

BYLAE

Woordomskriving

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Inmaakvrugteskema gepubliseer by Goewermentskennisgewing No. R. 2068 van 25 September 1987.

Oplegging van spesiale heffing op inmaakvrugte

2. 'n Spesiale heffing word hierby opgelê op inmaakvrugte van die soorte en variëteite of tipes in kolom 1 van die Tabel vermeld, wat van 'n graad is wat in kolom 2 van die Tabel daarteenoor vermeld word.

Bedrag van spesiale heffing op inmaakvrugte

3. Die bedrag van die spesiale heffing in klousule 2 bedoel, en is onderskeidelik soos in kolom 3 van die Tabel teenoor die onderskeie grade inmaakvrugte vermeld.

TABLE • TABEL

Levy and special levy on canning fruit (VAT included)
 Heffing en spesiale heffing op inmaakvrugte (BTW ingesluit)

Kind and variety or type Soort en variëteit of tipe	Grade of canning fruit Graad inmaakvrugte	Special levy Spesiale heffing
Apricots/Appelkose:		
Bulida, Super Gold, Peeka, Royal.....	First Grade/Eerste Graad	0,5% of payment to producer/0,5% van betaling aan produsent
	Second Grade/Tweede Graad	
Pears/Pere:		
All varieties/Alle variëteite	First Grade/Eerste Graad	0,5% of payment to producer/0,5% van betaling aan produsent
	Second Grade/Tweede Graad	
Peaches/Perskes:		
Clingstone/Taaipit.....	First Grade/Eerste Graad	0,5% of payment to producer/0,5% van betaling aan produsent
	Second Grade/Tweede Graad	

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1994 to 30 September 1995, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

—oOo—

BELANGRIK!!

Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1994 tot 30 September 1995 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

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