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UNION OF SOUTH AFRICA

BUITENGEWONE

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Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 607.] [20 Maart 1953.
NYWERHEID-VERSOENINGSWET, 1937.

KLERASIENYWERHEID, OOSTELIKE PROVINSIE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Klerasienywerheid, Oostelike Provinsie, vanaf die tweede Maandag na die bekendmaking van hierdie kennisgewing, en vir die tydperk wat eindig drie jaar na genoemde tweede Maandag, bindend is vir die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3, 4, 5 en 7 van genoemde Ooreenkoms, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar na genoemde tweede Maandag, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrikte Port Elizabeth, King William's Town en Oos-Londen; en
- (c) kragtens subartikel (4) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3, 4, 5 en 7 van genoemde Ooreenkoms, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar na genoemde tweede Maandag, in die magistraatsdistrikte Port Elizabeth, King William's Town en Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordomskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 607.] [20 March 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

CLOTHING INDUSTRY, EASTERN PROVINCE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, Eastern Province, shall be binding from the second Monday after date of publication of this notice and for the period ending three years from the said second Monday upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section forty-eight of the said Act, declare that the provisions contained in clauses 3, 4, 5 and 7 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon the other employers and employees engaged or employed in the said industry, in the Magisterial Districts of Port Elizabeth, King William's Town and East London; and
- (c) in terms of sub-section (4) of section forty-eight of the said Act, declare that in the Magisterial Districts of Port Elizabeth, King William's Town and East London and from the second Monday after date of publication of the notice and for the period ending three years from the said second Monday, the provisions contained in clauses 3, 4, 5 and 7 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERNYWERHEID,
OOSTELIKE PROVINSIE.

VOORSORGFONDS.

OOREENKOMS

ooreenkomstig die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit tussen die

Eastern Province Clothing Manufacturers' Association
(hier „die werkgewers” of „die werkgewersorganisasie” genoem)
aan die een kant, en die

Garment Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Klerenwerheid,
Oostelike Provinsie.

1. TOEPASSING VAN OOREENKOMS.

Die Ooreenkoms moet nagekom word deur alle lede van die
werkgewersorganisasie en die vakvereniging van die nywerheid.

2. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die
Minister kragtens artikel *agt-en-veertig* van die Wet vasstel en
bly van krag vir drie jaar of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Nywer-
heid-versoeningswet, 1937, omskryf word, het dieselfde betekenis
as in die Wet; verwysings na die Wet sluit wysigings daarvan in;
en tensy die teendeel klaarblyklik bedoel word, sluit woorde
wat die manlike geslag aandui, ook vrouens in; verder, tensy dit
strydig is met die verband, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„klerenwerheid” of „nywerheid”, sonder om die gewone
betekenis van die uitdrukking enigsins te beperk, ook mode-
makery, die maak van alle soorte bo- en onderklere met
inbegrip van nagklere en alle soorte tweed- en linnehoede,
-pette en -dasse en die maak van alle soorte kledingstukke
op bestelling van 'n staatsdepartement of provinsiale
administrasie, die Suid-Afrikaanse Spoorweg- en Hawens-
administrasie of plaaslike owerhede, maar sluit nie klere-
makery-op-maat in nie;

„Raad”, die Nywerheidsraad vir die Klerenwerheid, Oostelike
Provinsie, ingevolge die Wet geregistreer;

„inrigting”, 'n plek waar enige werksaamheid in verband met
die klerenwerheid uitgevoer word;

„ondervinding”, die totale tydperk(e) diens in die klerenwer-
heid van 'n werknemer vir wie lone in hierdie Ooreenkoms
voorgeskryf word, en word as aaneenlopend beskou van die
tyd wanneer die werknemer by sy werkgewer in diens tree,
tot diensbeëindiging; met dien verstande dat die diens van
'n werknemer wat aan die einde van sy werkgewer se werk-
jaar uit diens tree en binne 14 dae na heropening van die
fabriek weer by hom in diens tree, as aaneenlopend beskou
word;

„fonds”, die voorsorgfonds wat kragtens hierdie Ooreenkoms
gestig word;

„fondswcek”, 'n week van die middernag tussen Vrydag en
Saterdag tot die middernag tussen die volgende Vrydag en
Saterdag;

„lid” of „fondslid”, iemand wat as werknemer kragtens hier-
die Ooreenkoms tot die fonds bydra of bygedra het;

„erfgenaar”, iemand deur 'n lid benoem aan wie geld wat
'n lid ten tyde van sy dood toekom, betaal moet word;

„aftree-ouderdom”, die ouderdom van 60 jaar;

„sekretaris”, die sekretaris van die Raad, ook 'n amptenaar
wat aangestel is om die sekretaris te help;

„loon”, die basiese weekloon (buiten lewenskostetoelae, oor-
tyd of aanvullende loon) wat in 'n geldige loonooreenkoms
van die Raad wat kragtens die Wet bindend is, voorgeskryf
word of, by ontstentenis van so 'n ooreenkoms, in die laaste
loonooreenkoms wat op die nywerheid van toepassing is.

4. VOORSORGFONDS.

(1) 'n Voorsorgfonds moet gestig word om bystand te betaal
aan werknemers in die nywerheid.

Die fonds moet bestaan uit—

- (a) bydraes ooreenkomstig hierdie klousule in die fonds in-
betaal;
- (b) rente op die belegging van fondsgelde;
- (c) ander gelde waartoe die fonds geregtig mag word.

(2) Die fonds moet beheer word deur 'n Bestuurkomitee wat
deur die Raad benoem word en uit drie werkgewers- en drie
vakverenigingsvertegenwoordigers bestaan.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY,
EASTERN PROVINCE.

PROVIDENT FUND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation
Act, No. 36 of 1937, made and entered into by and between the

Eastern Province Clothing Manufacturers' Association

(hereinafter called “the employers” or “employers’ organiza-
tion”), of the one part, and the

Garment Workers' Union

(hereinafter called “the employees” or “the trade union”), of
the other part,

being parties to the Industrial Council for the Clothing Industry,
Eastern Province.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of the Agreement shall be observed by all members
of the employers' organisation and of the trade union engaged
in the Industry.

2. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may
be specified by the Minister in terms of section *forty-eight* of
the Act, and shall remain in force for three years or such period
as may be determined by him.

3. DEFINITIONS.

All expressions used in this Agreement which are defined in
the Industrial Conciliation Act, 1937, shall have the same meaning
as in that Act, any reference to that Act shall include any amend-
ments of the Act, and unless the contrary intention appears,
words importing the masculine gender shall include females;
further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“Clothing Industry” or “Industry” means without in any way
limiting the ordinary meaning of the expression dressmaking,
the making of all classes of outer and under garments, in-
cluding nightwear and all classes of tweed and linen hats,
caps and ties, and the making of all classes of garments to
the order of any Department of State or Provincial Adminis-
tration, the South African Railways and Harbours Adminis-
tration or local authorities, but excludes bespoke tailoring;

“Council” means the Industrial Council for the Clothing
Industry, Eastern Province, registered in terms of the Act;

“establishment” means any place in which any operation in
connection with the Clothing Industry is carried on;

“experience” means the total length of all periods of employ-
ment in the Industry of an employee in respect of whom
wages are prescribed in this Agreement, and shall be deemed
to be continuous from the time the employee enters his
employer's service until the time such service is terminated;
provided that an employee whose services are terminated at
the end of his employer's working year and who resumes
work with his former employer within 14 days of the reopen-
ing of the employer's factory shall be deemed to have worked
continuously;

“fund” means the provident fund established under this Agree-
ment;

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

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

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

“retiral age” means the age of 60 years;

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

“wage” means the basic weekly wage (excluding cost of living
allowance, overtime or any supplementary wage) prescribed
in any current Wage Agreement of the Council, which is
binding under the Act, or, in the absence of such Agreement,
in the last Wage Agreement applicable to the Industry.

4. PROVIDENT FUND.

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

The fund shall consist of—

- (a) contributions paid into the fund in accordance with this
clause;
- (b) interest derived from the investment of any moneys of the
fund;
- (c) any other moneys to which the fund may become entitled;

(2) The fund shall be under the control of a Management Com-
mittee, appointed by the Council consisting of three representa-
tives of the employers and three representatives of the trade
union.

'n Plaasvervanger kan vir elke verteenwoordiger benoem word. Die Bestuurkomitee moet 'n voorsitter en 'n ondervoorsitter uit sy lede verkies en moet sy eie reglement voorskryf. As die Bestuurkomitee om enige rede nie sy pligte kan uitvoer nie, moet die Raad sy pligte en bevoegdhede oorneem.

(3) Die Bestuurkomitee het die mag om reëls vir die administrasie van die fonds te maak en te wysig.

(4) Die Bestuurkomitee moet alle inkomste invorder en het die mag om geld bo dié wat vir lopende uitgawes nodig is, te belê soos in klousule 4 (7) (b) voorgeskrif. Die Bestuurkomitee het die mag om 'n ouditeur, aktuaris, sekretaris en personeel aan te stel op sy eie voorwaardes en om die aanstellings te verander.

Bydraes.

(5) (a) Alle werknemers vir wie lone in 'n ooreenkoms van die Raad voorgeskryf word en wat altesaam minstens ses maande ondervinding in die nywerheid het, word lede van die fonds en dra soos volg by:—

Groep 1: Werknemers wat minder as £3 per week verdien, dra 9d. per week by.

Groep 2: Werknemers wat minstens £3 maar minder as £5 per week verdien, dra 1s. per week by.

Groep 3: Werknemers wat meer as £5 per week verdien, dra 2s. 3d. per week by.

(b) 'n Werkgewer moet op elke betaaldag van die lone van elkeen van sy werknemers wat lid van die fonds is, aftrek volgens klousule 4 (5) (a), 'n gelyke bedrag by die totale aftrekkings voeg en die totaal voor of op die sewende dag van die volgende maand stuur aan die sekretaris of aan 'n ander plek wat die Bestuurkomitee vasstel, saam met 'n opgawe ooreenkomstig die Aanhangel hiervan.

Die werkgewer is daarvoor verantwoordelik om te verseker dat aftrekkings gedoen word van die lone van alle werknemers wat geskik is vir lidmaatskap van die fonds en is aan die fonds verantwoordelik vir sy eie bydraes en dié van die werknemers.

(c) 'n Hele week se bydraes is betaalbaar ten opsigte van 'n werknemer wat loon vir 'n dag of meer gedurende 'n fonds-week trek.

(d) Indien 'n lid gedurende 'n fondsweek by meer as een werk-gewer in die nywerheid in diens is, moet die werkgewer by wie hy die laaste in diens is, sy eie en die lid se bydraes vir die hele week betaal, en kan die lid se bydrae van sy verdienste afrek soos in klousule 4 (5) (b) bepaal, en geen verdere bydrae is ten opsigte van dié week deur of ten opsigte van dié lid betaalbaar nie.

(e) Geen werkgewer mag sy eie bydrae of 'n deel daarvan van die lid se loon aftrek of enige fooi van die lid aanneem ten opsigte van die bydrae nie.

(f) Wanneer 'n lid met volle betaling (of minder) met verlof is, moet sy eie en sy werkgewer se bydraes nog betaal word.

(g) Wanneer 'n lid korttyd werk, is sy eie en sy werkgewer se bydraes nog betaalbaar ingevolge subklousule (a) hiervan.

(h) As 'n onnodige bydrae per ongeluk aan die fonds gemaak word, is die fond nie vir terugbetaling aanspreeklik vir meer as ses maande ná die verkeerde betaling nie.

(i) Wanneer bystand verkeerdlik aan 'n lid betaal is weens bydraes wat verkeerdlik aan die fonds gemaak is, kan die Bestuurkomitee die bedrag aftrek van—

(i) 'n bedrag wat van die fonds geëis word as terugbetaling vir die verkeerde bydraes; en

(ii) van toekomstige bystand uit die fonds waartoe genoemde lid geregtig mag word.

(j) 'n Lid wat na die nywerheid terugkeer nadat hy dit verlaat en betaling ingevolge klousule 4 (6) (a) ontvang het, word onmiddellik weer lid van die fonds as hy bewys lewer van sy vorige lidmaatskap, maar word as 'n nuwe lid beskou van die datum van hertoetreding tot die fonds; met dien verstande dat, as hy die volle bedrag wat hy by diensverlating ontvang het, in kontant aan die fonds terugbetaal, die Bestuurkomitee hom kan krediteer met sy vorige tydperk van lidmaatskap.

(k) 'n Lid wat na die nywerheid terugkeer sonder dat hy bystandbetaling ingevolge klousule 4 (6) ontvang het, is nie weer geregtig tot die betaling wat gedoen sou gewees het as hy nie weer in die nywerheid in diens getree het nie, en word hy met sy vorige tydperk van lidmaatskap gekrediteer.

Betalings.

(6) (a) As 'n lid die nywerheid vir goed verlaat om 'n ander rede as wat in paragrawe (b) en (c) hiervan aangegee word, is hy tot die volgende geregtig:—

(i) As die totale tydperk van sy lidmaatskap hoogstens twee jaar is, die totale bedrag wat hy bygedra het;

(ii) as die totale tydperk van sy lidmaatskap meer as twee jaar maar hoogstens drie jaar is, die totale bedrag wat hy bygedra het plus 10 persent daarvan;

An alternate may be appointed in respect of each representative. The Management Committee shall elect a chairman and vice-chairman from amongst its members and shall prescribe its own rules of procedure. Should the Management Committee be unable to perform its duties for any reason, the Council shall perform those duties and exercise its powers.

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

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

Contributions.

(5) (a) All employees for whom wages are prescribed in an Agreement of the Council having not less than a total of six months' experience in the Industry shall become members of the fund and contribute on the following basis:—

Group 1: Employees whose wages are less than £3 per week shall contribute 9d. per week.

Group 2: Employees whose wages are not less than £3 per week but less than £5 per week shall contribute 1s. per week.

Group 3: Employees whose wages are not less than £5 per week shall contribute 2s. 3d. per week.

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

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

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

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

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

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

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

(h) If any contribution is made in error to the fund, the fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

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

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

(ii) against any future benefits that may become due by the fund to the said member.

(j) Any member who re-enters the Industry after having left and received benefit in terms of clause 4 (6) (a) hereof shall on production of evidence of previous membership of the fund, forthwith be readmitted to membership, but shall be regarded as a new member as from the date of readmission; provided that if he repays to the fund in cash the full amount which he received on leaving the Industry, the Management Committee shall have the power to reinstate him with credit for his previous period of membership.

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

Benefits.

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

(i) If the total period of his contribution does not exceed two years the total amount contributed by him;

(ii) if the total period of his contribution exceeds two years but does not exceed three years the total amount contributed by him plus 10 per cent thereof;

- (iii) as die totale tydperk van sy lidmaatskap meer as drie jaar maar hoogstens vier jaar is, die totale bedrag wat hy bygedra het plus 17½ persent daarvan;
- (iv) vir elke verdere jaar lidmaatskap 'n verdere 7½ persent tot 'n maksimum van 100 persent, en die totale bedrag moet drie maande nadat hy die nywerheid verlaat het, betaal word;

met dien verstande dat die Bestuurskomitee, indien 'n lid dit versoek, hierdie geld in paaiemente kan uitbetaal oor 'n tydperk van hoogstens ses kalendermaande.

(b) As 'n lid die nywerheid by aftree-ouderdom of daarna verlaat of as hy verplig word om sy diens te verlaat omdat hy voor aftree-ouderdom ongeskik word en die Bestuurskomitee daarvan oortuig is dat hy glad nie in staat is om in die Nywerheid 'n leeftoeg te verdien nie, moet hy die volle bedrag ontvang wat hy en sy werkgever bygedra het.

(c) As bevredigende bewys van die dood van 'n lid aan die Bestuurskomitee gelewer word, moet die Bestuurskomitee die volle bedrag van sy bydraes en dié van sy werkgever in 'n ronde som betaal aan die erfgenaam wat die lid voor sy dood benoem het of in die boedel van die afgestorwe lid. As die benoemde erfgenaam reeds dood is wanneer betaling gedoen moet word, moet die geld in die gestorwe lid se boedel gaan. As die erfgenaam minderjarig is, moet die Bestuurskomitee die betaling aan sy wettige voog doen.

By soortgelyke bewys van die dood van 'n lid wat reeds afgestree het en bystand uit die fonds ontvang het, moet die fonds aan sy erfgenaam of in sy boedel, soos in die vorige paragraaf bepaal, die verskil (as daar is) betaal tussen die totale bedrag ingevolge klousule 4 (7) (a) of (b) en die totale bystand wat die afgestree lid reeds ontvang het.

Die Bestuurskomitee moet skriftelik in kennis gestel word van die benoeming van 'n erfgenaam of 'n verandering in die benoeming, en van die erfgenaam se adres. As 'n afgestorwe lid die komitee nie ingevolge hierdie subklousule skriftelik van sy erfgenaam se naam en adres in kennis gestel het nie, word bystand wat hom ingevolge hierdie subklousule toekom, in sy boedel inbetaal.

(d) As 'n lid bystand ontvang het waartoe hy nie kragtens hierdie Ooreenkomms geregtig is nie en die saak nie afgehandel word soos in paragraaf (i) van klousule 4 (5) voorgeskryf word nie, is hy aanspreeklik vir terugbetaling aan die fonds van die bedrag wat hy so ontvang het; met dien verstande dat, as die Bestuurskomitee dit in 'n besondere geval as onbillik beskou om die hele bedrag terug te eis, hy na goeddunke 'n kleiner bedrag kan eis of van die hele bedrag afstand doen.

(e) Behoudens soos in hierdie subklousule bepaal, mag geen bystand of reg tot bystand oorgedra, andersins gesedeer of verpand word nie, en daar mag op geen bydrae wat deur of namens 'n lid gemaak is, beslag gelê word nie en dit is aan geen vorm van tenuitvoerlegging kragtens 'n hofuitspraak of -bevel onderworpe nie. As 'n lid probeer om bystand of reg tot bystand oor te dra, andersins te sedgeer of te verpand, kan die betaling van bystand teruggehou, geskors of heeltemal gekanselleer word as die Bestuurskomitee so besluit.

(f) Niks in hierdie ooreenkoms het enige uitwerking op die reg van 'n lid of sy afhanklikes om vergoeding of skadeloosstelling te eis ten opsigte van 'n ongeluk in die loop van 'n werknemer se diens waarin hy beseer word of sy lewe verloor nie; en die bedrag wat kragtens hierdie subklousule betaalbaar is, mag nie verminder word weens 'n betaling kragtens so 'n wet nie.

(g) By toetreding tot die fonds moet 'n lid sy geboortsertifikaat of 'n ander bewys van ouderdom voorlê wat die Bestuurskomitee tevredestel.

Indien verskuldigde bystand, buiten aan 'n erfgenaam wat kragtens subklousule (6) (c) van hierdie klousule benoem is, nie binne vier jaar na die datum waarop dit betaalbaar word, geëis word nie, moet die Bestuurskomitee binne drie maande na verstryking van genoemde vier jaar 'n kennisgewing laat publiseer in opeenvolgende uitgawes van twee koerante wat in die Oostelike Provinsie sirkuleer, waarvan een 'n koerant moet wees wat sirkuleer in die dorp waarin die persoon aan wie die bystand verskuldig is, woonagtig was op die betaaldatum van die bystand. Die kennisgewing moet meld dat 'n lys van persone wat nie in bogenoemde vier jaar hul bystand geëis het nie, ter insae lê by die kantore van die Raad en van die vakvereniging wat 'n party is by die ooreenkoms, en moet 'n beroep doen op belanghebbendes om hul eise binne drie maande na die laaste verskyning van die kennisgewing voor te lê en volle besonderhede te verstrek van die grond waarop die eis gedoen word.

By die eerste vergadering na die sluitingsdatum vir sulke eise moet die Bestuurskomitee die eise oorweeg, en kan enigeen wat 'n eis ingestel het, na goeddunke op die manier wat hierin voorgeskryf word hoogstens die volle bystand wat hom toekom, minus die advertensiekoste, betaal. As geen eis namens die persoon wie se naam op die lys staan, ingestel word nie, lê die fonds beslag op die bystand wat hom toekom. Die sekretaris moet die lys ook aan bogenoemde vakvereniging stuur, en die lys moet die naam en laaste bekende werkplek van die lid, en die bystand wat hom toekom, vermeld.

- (iii) if the total period of his contributions exceeds three years but does not exceed four years the total amount contributed by him plus 17½ per cent thereof;

- (iv) for each succeeding year of contribution an additional 7½ per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the Management Committee may pay moneys due to members in instalments over a period not exceeding 6 calendar month, should members so desire.

(b) If a member leaves the Industry on or after reaching retiral age, or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age, and the Management Committee is satisfied that such incapacitated member is totally unable to earn his living in the Industry, it shall grant such member benefits up to the full amount of his own and the Employer's contributions.

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

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the fund, the fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any, by which the aggregate amount calculated in terms of clause 4 (7) (a) or (b) exceeds the total payments which have been made to the retired member.

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

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

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

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

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

If any benefit due and payable, other than to a nominee appointed in terms of sub-clause (6) (c) of this clause, is not claimed within four years from the due date thereof, the Management Committee shall within three months of the expiration of the said period of four years, cause to be published in successive issues of two newspapers circulating in the Eastern Province, one of which shall be a newspaper circulating in the town in which the member to whom the benefit is due, was normally resident at the time such benefits became due, stating that a list of all persons who have not claimed their benefits within the period of four years stated above, is available for inspection at the offices of the Council, and of the Trade Union which is a party to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement, and to furnish full details of the grounds on which such claims are made.

The Management shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the 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 Trade Union aforesaid, the list herein referred to, which list shall state the name and last known place or work of the member and the benefit due.

Geldsake.

(7) (a) Die fondsgeld moet inbetaal word in 'n bank(e) of bougenootskap(pe) in 'n lopende of depositorekening, en alle tjeks moet geteken word deur persone wat die Bestuurkomitee aanstel.

(b) Geld wat nie vir lopende betalings nodig is nie, moet belê of uitgeleen word in sekuriteite, wissels of lenings wat deur die Unieregering of 'n munisipale of ander plaaslike owerheid uitgeleë of regstreeks of onregstreeks gewaarborg word, in verbande of sekuriteite van 'n openbare raad of eerste verband op grond-eiendom, en deposito's by banke en bougenootskappe na goeddunke van die Bestuurkomitee, wat die sekuriteite kan inroep of verander soos hy mag besluit.

(8) 'n Rekenmeester moet die fonds van tyd tot tyd ondersoek wanneer die Bestuurkomitee dit vereis en die fonds se laste na waarde bepaal en moet daarvoor by die Bestuurkomitee verslag doen en aanbevelings maak aangaande die verklaring van 'n bonus of die instelling van 'n reserwe vir verdere bystand.

(9) As die Bestuurkomitee dit wenslik ag moet hy op aanbeveling van die rekenmeester 'n bonus verklaar. So 'n bonus moet aan bydraers gekrediteer word en is saam met die bystand wat in klousule 4 (6) van hierdie ooreenkoms voorgeskryf word, betaalbaar; of as hy dit wenslik ag kan die Bestuurkomitee 'n geldreserwe in die lewe roep vir die betaling van ekstra bystand aan lede wat ingevolge klousule 4 (6) (b) verplig is om uit diens te tree. Sulke ekstra bystand moet bereken word volgens 'n formule wat die Raad moet goedkeur en wat met die lid se dienstydperk in die nywerheid in verband staan.

(10) (a) So gou moontlik na 31 Desember elke jaar moet die sekretaris van die Bestuurkomitee geskikte opgawes opstel om die stand van die fonds op dié datum weer te gee. Die opgawes moet deur 'n ouditeur wat die Bestuurkomitee aanstel, geouditeer en aan die Raad voorgelê word.

(b) Die geouditeerde en bevestigde opgawes en die ouditeurs-verslag daarvoor moet by die Raad se hoofkantoor ter insae lê, en kopieë moet aan die Sekretaris van Arbeid gestuur word.

(c) Alle administrasiekoste van die fonds vorm 'n las op die fonds.

Algemeen.

(11) As 'n werknemer oorgeplaas of bevorder word na 'n betrekking waarvoor daar geen lone voorgeskryf is nie, dra hy nie meer tot die fonds by-nie en is ingevolge klousule 4 (6) (a) tot bystand geregtig.

(12) By verstryking van hierdie ooreenkoms of 'n verlenging daarvan en mits geen nuwe ooreenkoms binne drie maande daarna aangegaan word om die fonds in werking te hou nie, word die fonds verder deur die Bestuurkomitee geadministreer, en indien geen verdere ooreenkoms binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, moet die fonds of gelikwider word asof die betrokke werknemers die nywerheid verlaat het of deur die Raad oorgedra word na 'n ander fonds met dieselfde oogmerke as die oorspronklike.

(13) Ingeval die Raad ontbind word of in die tydperk waarvoor hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, ophou om te funksioneer, moet die Bestuurkomitee die fonds verder administreer, en die komiteelede op die datum wanneer die Raad uit werking tree of ontbind word, word vir dié doel as lede daarvan beskou; met dien verstande dat vakatures in die Komitee na goeddunke van die Minister uit werkgewers of werknemers in die nywerheid, na gelang van die geval, aangevul kan word om gelykheid van verteenwoordiging te verseker. As die komitee sy pligte nie kan of wil uitvoer nie of as 'n doelpunt bereik word wat sy administrasie van die fonds na die Minister se mening ondoenlik of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die komitee se pligte uit te voer en wat vir dié doel die Komitee se bevoegdhede het.

5. LIKWIDASIE.

By likwidasië van die fonds ingevolge klousule 4 (12) en die betaling van verskuldigde gelde aan lede ingevolge dieselfde subklousule, moet die geld wat in die fonds oorbly na betaling van alle skulde, met inbegrip van administrasie- en likwidasië-koste, in die Raad se fonds inbetaal word. As die Raad se sake reeds afgehandel en sy bates uitgedeel is, moet die res van die fonds verdeel word soos in artikel vier-en-dertig (4) van die Wet voorgeskryf word, asof dit deel uitmaak van die algemene fondse van die Raad.

6. AGENTE.

Die Raad moet een of meer persone aanstel as agente om te help om hierdie Ooreenkoms toe te pas. Alle werkgewers moet sulke agente tot hulle inrigtings toelaat en hulle toelaat om navrae te doen, dokumente, boeke, betaalstate, loonkoevertes en loonkaarte te ondersoek en persone te ondervra, namate dit nodig mag wees om vas te stel of die bepalinge van die Ooreenkoms nagekom word.

Finance.

(7) (a) The moneys accruing to the fund shall be paid into a bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint.

(b) Any moneys not required to meet current payments shall be invested or lent out in securities, bills or loans issued or guaranteed directly or indirectly, by the Union Government or any municipal or other local authority, in bonds or securities of a public board, and on first mortgage of landed property, and in deposits with banking institutions and building societies at the discretion of the Management Committee, which may call in or vary such securities as it may from time to time determine.

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

(9) The Management Committee shall, if it deems fit, declare a bonus based on the recommendations of the accountant, and any bonus so declared shall be credited to contributors' accounts and shall be payable to such members at the same time and in addition to the benefits prescribed in clause 4 (6) of this Agreement, or shall if it deems fit, create a financial reserve for the payment of additional benefits to members who are compelled to retire from the Industry in terms of clause 4 (6) (b). Such additional benefits shall be based on a formula to be approved by the Council and related to the period of service in the Industry of such member.

(10) (a) The Secretary of the Management Committee shall, as soon as possible after 31st December each year prepare statements in a suitable manner showing the position of the fund as at that date. The statements shall be audited by an auditor appointed by the Management Committee and shall be submitted to the Council.

(b) The audited consolidated statements and the auditor's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Secretary for Labour.

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

General.

(11) If an employee is transferred or promoted to an occupation the wages for which are not prescribed, he shall cease to contribute to the fund and shall be entitled to the benefits in terms of clause 4 (6) (a).

(12) Upon the expiry of this Agreement or any extension thereof, and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the fund within three months from the expiry of this Agreement or any extension thereof, the fund shall continue to be administered by the Management Committee, and in the event of a subsequent Agreement not being negotiated within a period of two years from the expiry of this Agreement, or any extension thereof, the fund shall be either liquidated as though the employees in question had left the Industry, or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(13) In the event of the dissolution of the Council or in the event of it ceasing to function in the period during which this Agreement is binding in terms of section thirty-four (2) of the Act, the Management Committee shall continue to administer the fund and the members of the committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided however that any vacancy occurring on the Committee may be filled by the Minister from employers or employees in the Industry as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of 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 Minister, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purpose.

5. LIQUIDATION.

Upon the liquidation of the fund in terms of clause 4 (12), and the payment of moneys due to members in terms of that sub-clause, the moneys remaining to the credit of the fund after payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the funds of the Council. If the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act, as if it formed part of the general funds of the Council.

6. AGENTS.

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

7. EXEMPTIONS.

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

Signed at Port Elizabeth, on behalf of the Industrial Council for the Clothing Industry (Eastern Province), on this 15th day of August, 1952.

H. MORGAN SMITH,
Chairman of the Council.
C. M. S. GELVAN,
Vice-Chairman of the Council.
I. D. HAY,
Secretary of the Council.

AANHANGSEL.

OPGAWE VAN BYDRAES.

Werkgewer

Fondsno.	Naam van bydraer.	Voorletters.	Weeklikse aftrekkings.					Getal weke.	Bedrag betaal. Slegs bydraers se bydraes.						Slegs vir kantoor-gebruik.	Opmerkings.
			1.	2.	3.	4.	5.		Groep I. 9d.		Groep II. 1s.		Groep III. 2s. 3d.			
Subtotale.....																
Totaal, groepe I, II, III.....																
Werkgewersbydrae.....																
TOTALE BEDRAG.....£																

As 'n werknemer in enige week nie bydra nie, moet die rede onder „Opmerkings” aangegee word, bv. „afwesig”, „siekte”, ens.

ANNEXURE.

STATEMENT OF CONTRIBUTIONS.

Employer

[illegible]

If an employee does not contribute for any one week, the reason must be given in "Remarks" column, e.g. "absent", "ill health", etc.