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GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1675.] [16 October 1959.

INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

CLOTHING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relates to the Clothing Industry shall be binding from the first Monday—after the date of publication of this notice, and for the period ending on the 6th October, 1962, upon the employers' organisation and the 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 paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive), 17 and 18 of the said Agreement shall be binding from the first Monday after the date of publication of this notice, and for the period ending on the 6th October, 1962, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester;
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that, in the Magisterial Districts of the Cape, Wynberg, Simonstown, Belleville and Worcester, and from the first Monday after the date of publication of this notice and for the period ending on the 6th October, 1962, the provisions contained in clauses 3 to 15 (inclusive), 17 and 18 of the said Agreement, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1675.] [16 Oktober 1959.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS GEWYSIG.

KLERASIENYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die bylae hierby verskyn en op die Klerasienywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 6 Oktober 1962 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 15, 17 en 18 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 6 Oktober 1962 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 15, 17 en 18, van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 6 Oktober 1962 eindig, in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE).

AGREEMENT

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

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Cape Peninsula

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

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

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville and Worcester by all employers and employees in the Clothing Industry.

2. PERIOD OF OPERATION.

(1) This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act; and shall remain in force until the 6th October, 1962 or for such period as may be determined by him.

(2) Upon the expiry of this Agreement or any extension thereof 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 liquidated, as though the employees had left the industry.

3. DEFINITIONS.

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

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

- (a) the making of all classes of men's and boys' tweed and linen hats, caps, and all classes of outer and undergarments (including knitted garments) for day or night wear, including shirts, collars, ties, socks, pyjamas and other nightwear; and
- (b) wholesale bespoke tailoring and the making of all classes of garments, including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration or local authorities, but shall not include the making of millinery or the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurements of individual persons or the making of ladies' dresses manufactured for sale by retail by the manufacturers;

"clothing section" means—

- (a) that section of the Clothing Industry in which are made all classes of men's and boys' tweed and linen hats, caps and all classes of outer and under garments;
- (b) wholesale bespoke tailoring and the making of all classes of garments including quantity production tailoring made to the order of any Department of State or Provincial Administration, the South African Railways and Harbours Administration, or local authorities, but shall not include shirts, collars, ties, pyjamas and other nightwear, millinery and the making of ladies' or girls' coats and costumes or any other outer-garments made to the measurements of individual persons or the making of ladies' dresses manufactured for sale by retail by the manufacturer;

"wholesale bespoke tailoring" means the making from materials supplied by the maker of tailored outer-garments, including ladies' and girls' tailored outer-garments to the measurement of individual persons for the execution of special measure orders from dealers whose customers' measurements are taken by or on the responsibility of such dealers, or from measurements supplied by any Department of State, Provincial Administration, South African Railways and Harbours Administration, or any local authority; by a clothing factory;

"contributor" means any person, other than a traveller who is or has been in the Clothing Industry and from whose wages deductions have been made in terms of this Agreement;

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenings, 1956, soos gewysig, gesluit en aangeneem tussen die

Cape Clothing Manufacturers' Association

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

Garment Workers' Union of the Cape Peninsula

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

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

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Klerasienywerheid in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville en Worcester nagekom word.

2. GELDIGHEIDSDUUR.

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge subartikel (1) van artikel agt-en-veertig van die Wet bepaal, en bly van krag tot 6 Oktober 1962, of vir sodanige tydperk as wat die Minister mag vasstel.

(2) By die beëindiging van hierdie ooreenkoms, of enige verlenging daarvan, en ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van twee jaar na die beëindiging van hierdie Ooreenkoms, of 'n verlenging daarvan, aangegaan is nie, moet die fonds gelikwider word asof die werknemers uit die diens van die nywerheid getree het.

3. WOORDOMSKEYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoenings, 1956, soos gewysig, bepaal is, het dieselfde betekenis as in genoemde Wet, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vroue in; voorts tensy strydig met die samehang beteken—

„Klerasienywerheid”, of „nywerheid”, wat uit die klerasie, en hemdeafdelings bestaan—

- (a) die vervaardiging van alle soorte mans- en seunstweed- en linnehoede, -pette en alle soorte bo- en onderklere (met inbegrip van gebreide kledingstukke), vir dag- of nagdrag, met inbegrip van hemde, boordjies, dasse, sokkies, pijamas en ander nagklere; en
- (b) groothandel-op-kleremakery en die vervaardiging van alle soorte kledingstukke met inbegrip van hoeveelhedsproduksie van klerasie wat op bestelling van 'n Staatsdepartement of provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word, maar omvat nie hoedemakery of die vervaardiging van dames- of meisiesjasse en -kostuums of enige boklere wat volgens die mate van individuele persone gemaak is, of die maak van damesrokke wat vir verkoop in kleinhandel deur die vervaardigers vervaardig is nie;

„klerasieafdeling”—

- (a) daardie afdeling van die Klerasienywerheid waarin alle soorte mans- en seunstweed- en linnehoede, -pette en alle soorte bo- en onderklere gemaak word;
- (b) groothandel-op-maat-kleremakery en die vervaardiging van alle soorte kledingstukke; met inbegrip van hoeveelhedsproduksie van klerasie, wat volgens bestelling van 'n Staatsdepartement of Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of plaaslike besture gemaak word, maar omvat nie hemde, boordjies, dasse, pijamas en ander nagklere, hoedemakery en die vervaardiging van dames- of meisiesjasse en -kostuums, of enige ander boklere wat volgens die mate van individuele persone gemaak is, of die maak van damesrokke wat vir verkoop in kleinhandel deur die vervaardiger gemaak is nie;

„groothandel-op-maat-kleremakery”, die vervaardiging, uit materiaal wat deur die vervaardiger verskaf is, van snyersgemaakte boklere, met inbegrip van snyersgemaakte dames- en meisiesboklere, deur 'n klerasiefabriek volgens die mate van individuele persone ter uitvoering van spesiale maatbestellings van handelaars van wie die klante se mate deur, of op verantwoordelijkheid van sodanige handelaars geneem is, of volgens mate wat deur 'n Staatsdepartement, Provinsiale Administrasie, die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens of 'n plaaslike bestuur verskaf word;

„bydraer”, 'n persoon, uitgesonderd handelsreisiger, wat in die klerasienywerheid is of was, en van wie se besoldiging aftrekkings kragtens hierdie Ooreenkoms gemaak is;

"Council" means the Industrial Council for the Clothing Industry (Cape) registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended.

"experience" shall for the purposes of this Agreement be in accordance with the definition of "experience" contained in the Main Agreement;

"fund" means the Provident Fund established under this Agreement;

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

"Main Agreement" means the Agreement contained in Government Notice No. 238 of the 13th February, 1959;

"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 in the case of male contributors and 55 in the case of female contributors;

"secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary;

"wage" means the basic weekly wage (excluding cost of living allowance, overtime, or any supplementary earnings) prescribed in any wage regulating instrument in the industry or the ordinary weekly remuneration (excluding cost of living allowance, overtime or any supplementary wages) received by an employee, whichever is the greater.

4. PROVIDENT FUND.

The Fund established under Government Notice No. 493 of 12th March, 1954, and known as the Cape Clothing Industry Provident Fund is hereby continued for the purpose of providing benefits to contributors.

The fund shall consist of—

- any moneys standing to the credit of the fund in terms of the said fund established under Government Notice No. 493 of 12th March, 1954;
- contributions paid into the fund in accordance with the provisions of this Agreement;
- interest derived from the investment of any moneys of the fund;
- any other sums to which the fund may become entitled.

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE.

(i) The administration of the fund shall be vested in a management committee consisting of three employers' representatives and three employees' representatives appointed by the Industrial Council for the Clothing Industry (Cape) in terms of section 10 of the Constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and vice-Chairman of the Council who shall be ex officio members of the management committee.

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

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

(iv) 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.

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

(vi) The management committee shall have power to—

- sanction all payments and expenditure on behalf of the fund;
- engage and dismiss paid servants of the fund, fix their remuneration, and define their duties;
- supervise the working of any local committees appointed;
- appoint sub-committees to help in the administration of the fund;
- draft rules for the payment of benefits and fix the time and place for such payments;
- perform all such other duties as the committee may deem necessary or desirable for the proper administration of the fund.

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

"Raad", die Nywerheidsraad vir die Klerasiennywerheid (Kaap), geregistreer kragtens artikel twee van Wet No. 11 van 1924, soos gewysig, en wat kragtens die Wet op Nywerheidsversoening 1956, as geregistreer beskou word;

"ondervinding", moet vir die toepassing van hierdie Ooreenstemming wees met die woordomskeuring van "ondervinding" in die Hoofdooreenkoms.

"fonds", die Bystandfonds wat kragtens hierdie Ooreenkoms gestig is;

"fondswaak", 'n week bereken van middernag af tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

"Hoofdooreenkoms", die Ooreenkoms in Goewermenskennisgewing No. 238 van 13 Februarie 1959 vervat.

"benoemde", enige persoon wat deur 'n lid benoem is, aan wie enige bystand, wat aan sodanige lid ten tye van sy dood verskuldig is, betaal moet word;

"afree-ouderdom" die ouderdom van 60 in die geval van manlike bydraers, en 55 in die geval van vroulike bydraers;

"sekretaris", die Sekretaris van die Raad, en omvat enige amptenaar wat aangestel is om die Sekretaris hulp te verleen;

"loon", die basiese weekloon (uitgesonderd lewenskostetoelae, oortyd- of enige aanvullende verdienste) wat op enige loonreëlmaatregel in die nywerheid voorgeskryf is of die gewone weeklikke besoldiging (uitgesonderd lewenskostetoelae, oortyd- of enige aanvullende verdienste) wat 'n werknemer ontvang na gelang van die grootste.

6. BYSTANDSFONDS.

Die fonds wat ingevolge Goewermenskennisgewing No. 493 van 12 Maart 1954 gestig is en bekendstaan as die Cape Clothing Industry Provident Fund, word hierby voortgesit met die doel om bystand aan bydraers te verleen.

Die fonds bestaan uit—

- alle geld wat in die krediet van die fonds staan ooreenkomstig genoemde fonds wat ingevolge Goewermenskennisgewing No. 493 van 12 Maart 1954 gestig is;
- bydraes wat ooreenkomstig die bepalings van hierdie Ooreenkoms in die fonds gestort word;
- rente wat uit belegging van geld van die fonds verkry word;
- enige ander bedrae waarop die fonds geregtig word.

7. STIGTING EN FUNKSIES VAN BESTUURSKOMITEE.

(i) Die administrasie van die fonds berus by 'n bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers, wat deur die Nywerheidsraad vir die Klerasiennywerheid (Kaap) kragtens artikel 10 van die konstitusie van die Raad by 'n behoorlik saamgestelde byeenkoms van die Raad aangestel is, saam met die voorsitter en ondervoorsitter van die Raad, wat ampshalwe lede van die bestuurskomitee is.

(ii) Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word volgens die wyse waarop voorsiening in artikel 10 (1) van die konstitusie van die Raad, soos gewysig, gemaak is.

(iii) Twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers vorm 'n kworum, en alle sake word deur meerderheidstemme beslis. Die voorsitter beskik slegs oor 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, kan as volle verteenwoordigers vir die doeleindes van 'n kworum beskou word, en indien daar geen kworum binne 30 minute na die vasgestelde tyd is nie, moet die vergadering tot 'n dag van hoogstens sewe dae daarna, soos deur die voorsitter vasgestel, verdaag word. By so 'n uitgestelde vergadering, waarvan lede skriftelik kennis moet ontvang, vorm die lede wat teenwoordig is 'n kworum. Vir die doel van 'n kworum moet die voorsitter en ondervoorsitter van die raad, indien teenwoordig, as verteenwoordigers beskou word.

(iv) Indien 'n verteenwoordiger van 'n byeenkoms afwesig is en nie deur 'n plaasvervanger verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, 'n vermindering ondergaan, en 'n soortgelyke vermindering moet aan die ander kant geskied om die gelykheid van die stemkrag te bewaar. Geen voorstel kan oorweeg word nie tensy die gesekondeer is, en alle sake wat die onderwerp van voorstelle uitmaak, moet deur 'n meerderheidstem van die aanwesiges beslis word.

(v) Alle onkoste van die administrasie moet deur die fonds gedra word.

(vi) Die bestuurskomitee beskik oor die bevoegdheid om—

- namens die fonds alle betalings- en uitgawes goed te keur;
- betaalde amptenare van die fonds aan te stel en af te dank, hul besoldiging vas te stel en hul pligte te bepaal;
- oor die werk van enige aangestelde plaaslike komitees toesig te hou;
- subkomitees aan te stel om met die administrasie van die fonds behulpsaam te wees;
- vir die uitbetaling van bystand, reëls op te stel, en die tyd en plek vir sulke uitbetalings vas te stel;
- alle ander sodanige pligte, soos die komitee vir die behoorlike administrasie van die fonds nodig of wesenlik ag, na te kom.

Twee afskrifte van die reëls van die fonds, en enige wysigings daarvan moet by die Sekretaris van die Raad ingedien word, wat een afskrif aan die Sekretaris van Arbeid moet besorg.

6. CONTRIBUTIONS.

(i) For the purpose of the fund, each employer shall deduct from the wages of each of his employees, other than travellers, and who has worked during any week irrespective of the time so worked, the amounts set out hereunder:—

- (a) Group I.—In the case of an employee earning a basic wage of £3. 7s. 6d. per week or less, the sum of ninepence;
- (b) Group II.—In the case of an employee earning a basic wage in excess of £3. 7s. 6d. per week, the sum of one shilling;

provided that such deductions shall only be made in respect of employees whose total experience for the purposes of the Clothing Industry (Cape) exceeds one year; and provided further that no deductions shall be made from the wages of any male contributor who has reached the age of 65 or of any female contributor who has reached the age of 60 and provided further that no new contributor shall be admitted to membership if over the age of 55 (female) and 60 (male).

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

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

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

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

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

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

(vi) 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 contribution.

(vii) When a member is on leave on full pay or less than full pay and/or when a member is on short time, both his and the employer's contribution shall be continued.

(viii) 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.

(ix) 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.

7. FINANCE.

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

Any moneys not required to meet current payments shall be invested or lent out in securities, bills or loans issued or guaranteed by the Union Government or any municipal or other local authority in bonds or securities of a public board and in approved trust investments published as accepted by the Master of the Supreme Court at the discretion of the management committee, which vary such securities as it may from time to time determine.

Provided that each year the Management committee may reserve out of interest on securities and/or out of moneys forfeited to the fund an amount not exceeding £10,000 in any calendar year for the purpose set out in clause 8 (v).

The management committee may, by resolution, at a duly constituted meeting of the committee, authorise the transference of interest earned on investments in terms of clause 7 (i) of this Agreement to a Special Cases Account for the purposes of clause 11 (ii) of this Agreement; provided that the amount in interest so transferred would in no period of six months ending 30th June and 31st December respectively, exceed the amount in interest actually received by the fund during such period less the administration expenses of the fund for the period in question.

(ii) The management committee shall appoint a public accountant whose remuneration shall be paid out of the fund.

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

6. BYDRAES.

(i) Vir die doel van die fonds moet elke werkgewer van die loon van elkeen van sy werknemers, uitgesonderd handelsreisigers en wat gedurende enige week gewerk het, afgesien van die tyd aldus gewerk, die bedrae hieronder vermeld, aftrek:—

(a) Groep I: In die geval van 'n werknemer wat 'n basiese loon van £3. 7s. 6d. per week of minder verdien, die som van nege pennies.

(b) Groep II: In die geval van 'n werknemer wat 'n basiese loon bo £3. 7s. 6d. per week verdien, die som van een sjieling;

met dien verstande dat sodanige aftrekkings slegs ten opsigte van werknemers moet geskied wie se totale ondervinding vir die doeleindes van die Klerasiennywerheid (Kaap) een jaar oorskry; en voorts met dien verstande dat geen aftrekkings van die loon van 'n manlike bydraer wat die ouderdom van 65 bereik het of 'n vroulike bydraer wat die ouderdom van 60 bereik het, gedoen moet word nie, en voorts met dien verstande dat geen nuwe bydraer as lid aangeneem word nie indien sy/hy oor die ouderdom van 55 (vroulik) en 60 (manlik) is nie.

(ii) By die bedrag wat aldus afgetrek is, moet die werkgewer 'n gelyke bedrag maand vir maand byvoeg, en voor of op die 14de dag van elkemaand die totale bedrag aan die Sekretaris van die Raad stuur.

(iii) Sodanige totale som moet vergesel gaan van 'n opsomming wat die naam en adres van die werkgewer, die getal bydraes wat t.o.v. elke groep tydens elke week van die betrokke maand afgetrek is, die totale bedrag van sodanige aftrekkings en die totale bedrag van die werkgewers se gelyke bydraes.

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

(a) Die volle naam en adres van elke bydraer.

(b) Die „groep” en diensrekordkaartnommer van elke bydraer en die werkgewer moet daarna die fonds weekliks van die veranderinge in die lys bydraers, en omtrent veranderinge van een groep na die ander, in kennis stel.

(v) Die werkgewer moet die fonds maandeliks van alle bydraers wat sonder betaling langer as vier of meer agtereenvolgende betaalweke afwesig was, in kennis stel.

(vi) 'n Werkgewer mag nie die hele of enige gedeelte van sy eie bydrae van die dienste van 'n lid aftrek nie, of enige vergoeding van die lid t.o.v. so 'n bydrae ontvang nie.

(vii) Wanneer 'n lid met verlof met volle besoldiging of minder as volle besoldiging afwesig is en/of wanneer 'n lid op korttyd is, moet sowel sy as die werkgewer se bydraes voortgesit word.

(viii) Indien enige bydrae per abuis aan die fonds geskied, is die fonds nie aanspreeklik om daardie bydrae na verloop van ses maande na die datum van so 'n betaling, terug te betaal nie.

(ix) Wanneer enige bystand per abuis aan 'n lid uitbetaal is as gevolg daarvan dat so 'n lid aan die fonds betalings gedoen het wat nie verskuldig was nie, kan die bestuurskomitee die bedrag van die bystand, wat aldus betaal is, aftrek—

(i) van enige som wat van die fonds as 'n terugbetaling van sodanige bydraes geëis word, wat nie verskuldig was nie; en

(ii) van enige toekomstige bystand wat deur die fonds aan genoemde lid verskuldig kan word.

7. GELDSAKE.

(i) Alle geld wat deur die fonds ontvang word, moet namens die fonds in 'n bankrekening gestort word. 'n Amptelike bewys moet uitgereik word vir alle geld wat deur die fonds ontvang is, en trekkings uit die fonds moet per tjek geskied, onderteken deur sodanige persone as wat van tyd tot tyd deur die bestuurskomitee daartoe gemagtig word.

Enige geld wat nie nodig is om lopende betalings te dek nie, moet belê of uitgeleë word in sekuriteite, wissels of lenings wat deur die Unieregering of enige munisipaliteit of ander plaaslike bestuur uitgereik of gewaarborg word, in verband of sekuriteite van 'n openbare raad en in goedgekeurde trustbeleggings wat bekendgemaak is as goedgekeur deur die Meester van die Hooggeregstoef na goeddunke van die bestuurskomitee wat sodanige sekuriteite, soos dit van tyd tot tyd bepaal, kan wysig.

Met dien verstande dat die bestuurskomitee jaarliks 'n bedrag wat nie hoër as £10,000 vir elke kalenderjaar is nie, van die rente op sekuriteite en/of gelde verbeur aan die fonds, kan terug hou vir die doel uiteengesit in klousule 8 (v).

Die bestuurskomitee kan deur 'n besluit op 'n behoorlik gekonstitueerde vergadering van die komitee die oordrag van rente wat ooreenkomstig klousule 7 (i) van hierdie Ooreenkoms op beleggings verkry is, 'n Spesiale Gevallerekening vir die doel van klousule 11 (ii) van hierdie Ooreenkoms magtig; met dien verstande dat die bedrag aan rente wat aldus oorgedra is, in geen tydperk van ses maande wat onderskeidelik op 30 Junie en 31 Desember eindig, hoër is as die rente wat die fonds werklik gedurende so 'n tydperk ontvang as die administrasiekoste van die fonds vir die onderhawige tydperk afgetrek is.

(ii) Die bestuurskomitee moet 'n openbare rekenmeester aanstel wie se besoldiging uit die fonds betaal moet word.

Die rekenings moet elke ses maande vir die tydperke, wat onderskeidelik op 30 Junie en 31 Desember eindig, geouditeer word, en aan die Sekretaris van die Raad en die Sekretaris van Arbeid moet elk één afskrif gestuur word.

8. BENEFITS.

- (1) Benefits shall be provided to contributors who—
- (a) leave the industry on reaching the retiring age of 55 in the case of females and 60 in the case of males; or
- (b) satisfy the management committee that they have left the industry permanently before such retiring age.
- (ii) *Appointment of Beneficiaries.*—Every contributor shall be required to nominate a beneficiary to whom, in the event of the death of the contributor, any benefits due to such contributor should be paid. In the event of the fund not being in possession of any such nominee any benefits due at the time of a contributor's death, shall be paid into the estate of such deceased contributor.
- (iii) *Form of Application.*—The form in which applications are submitted shall be as set out in Annexures A to F hereto, according to the type of application involved.
- (iv) *Appointment of Nominees.*—Each contributor shall be required to forward a statement in the form of Annexure G.

Upon receipt of the statement the Secretary shall forward to such contributor a certificate acknowledging receipt by the fund of such statement, and stating the name and address of the nominee.

(v) *Loans.*—An amount, not exceeding £10,000 in any calendar year may be made available by the management committee for housing loans to contributors, subject to such conditions as the management committee may from time to time decide. Such loans shall be at the discretion of the management committee, but shall in no case exceed £750 to any particular applicant and shall only be given on the lodging with the Secretary of the fund of security to the satisfaction of the management committee.

9. AMOUNT OF BENEFITS.

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

- (a) Where the contributor has been a member for less than two years, the contributor shall be entitled only to refund of his own contributions, i.e. disregarding entirely the like amount contributed by the employer.
- (b) Where the contributor has been a member for 2 years but less than 3 years, he shall be entitled to refund of his own contributions plus 10 per cent.
- (c) For every additional year of membership, he shall be paid an additional 5 per cent, e.g. for 3 years of membership he shall be entitled to his own contributions plus 15 per cent.

(ii) *Retirement Benefits.*

- (a) Where the contributor reaches the age of 60 in the case of males or 55 in the case of females.

In addition to the amount due in terms of sub-clause (i) of this clause, a like amount shall be paid to all contributors who reach the prescribed ages for retirement and who have been members of the fund for at least 5 years.

- (b) *Optional Early Retirement.*—Except where a contributor qualifies for and is paid an amount in terms of sub-clause (iv) of this clause, a contributor who has been a member of the fund for at least five years so elects, application may be made to the fund for retirement benefits at any time after the contributor, in the case of females has reached the age of 50 and in the case of males has reached the age of 55.

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

Age.	Males.	Females.	Benefits.
55	50	50	Withdrawal benefits + Nil.
56	51	51	Withdrawal benefits + 20 per cent.
57	52	52	Withdrawal benefits + 40 per cent.
58	53	53	Withdrawal benefits + 60 per cent.
59	54	54	Withdrawal benefits + 80 per cent.
60	55	55	Withdrawal benefits + 100 per cent.

- (c) *Optional Late Retirement.*—Where a contributor reaches the prescribed age for retirement, but remains in employment, the contributor or may elect to retire on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, and shall be entitled on termination of employment or on reaching the age of 60 in the case of females or 65 in the case of males, whichever is the earlier, to withdrawal benefits as at such date plus 100 per cent.

(iii) *Past Service Benefits.*—Past service shall mean service in the Clothing Industry (Cape) prior to the establishment of the provident fund.

Contributors who have been members of the fund for not less than 5 years and who were in the Industry prior to the 4th May, 1939, are, in addition, to any other benefits prescribed in this Agreement, entitled to past service benefits on the following scale:—

8. BYSTAND.

(i) Bystand moet aan bydraers verleen word wat—

- (a) die nywerheid verlaat op die aftree-ouderdom van 55 in die geval van vroue en 60 in die geval van mans; of
- (b) die bestuurskomitee tevrede stel dat hulle die nywerheid voor die aftree-ouderdom permanent verlaat het.

(ii) *Benoeming van begunstigdes.*—Van elke bydraer word vereis om 'n begunstigde te benoem aan wie, ingeval van die dood van die bydraer, enige bystand wat aan so 'n bydraer verskuldig is, betaal moet word. Ingeval die fonds nie oor so 'n benoemde persoon beskik nie, moet enige bystand wat tydens die bydraer se dood verskuldig is, in die boedel van sodanige gestorwe bydraer gestort word.

(iii) *Vorm van aansoek.*—Die vorm waarin aansoeke ingedien moet word, is soos in Aanhangsels A tot F hiervan uiteengesit, ooreenkomstig die betrokke soort aansoek.

(iv) *Benoeming van benoemdes.*—Van elke bydraer word vereis om 'n staat in die vorm van Aanhangel G aan te stuur.

By ontvangs van die staat moet die sekretaris van sodanige bydraer 'n bewys uitreik waarby hy die ontvangs van sodanige staat deur die fonds erken en waarin die naam en adres van die benoemde vermeld word.

(v) *Lenings.*—'n Bedrag wat nie hoër as £10,000 in enige kalenderjaar is nie kan, behoudens sodanige bepalinge as waaroor die bestuurskomitee van tyd tot tyd mag besluit, deur die bestuurskomitee vir behuisinglenings aan bydraers beskikbaar gestel word. Sodanige lenings berus by die oordeel van die bestuurskomitee, maar mag in geen geval hoër wees as £750 aan 'n besonderse applikant nie en moet slegs toegestaan word as sekuriteit wat die bestuurskomitee tevrede stel by die Sekretaris van die fonds ingedien word.

9. BEDRAG VAN BYSTAND.

(i) *Bystand wat getrek kan word.*—Die minimum bystand wat aan bydraers betaal word, is as volg:—

- (a) Indien die bydraer vir minder as twee jaar lid was, is die bydraer slegs op terugbetaling van sy eie bydraes geregtig, d.w.s. heeltemal afgesien van die gelyke bedrag wat die werkgever bygedra het.
- (b) Indien die bydraer vir 2 jaar maar minder as 3 jaar lid was, is hy op terugbetaling van sy eie bydraes plus 10 persent geregtig.
- (c) Vir elke addisionele jaar van lidmaatskap, moet hy 'n bykomende 5 persent betaal word, d.w.s. vir 3 jaar van lidmaatskap, is hy op sy eie bydraes plus 15 persent geregtig.

(ii) *Aftredingsbystand.*

- (a) Indien die bydraer die ouderdom van 60 in die geval van mans en 55 in die geval van vrouens bereik het. Benewens die bedrag verskuldig ingevolge subklousule (i) van hierdie klousule, moet 'n gelyke bedrag aan alle bydraers wat die voorgeskrewe aftredingsouderdom bereik het en wat vir minstens 5 jaar lede van die fonds was, betaal word.

- (b) *Opsionele vroeë aftreding.*—Behalwe in die geval van 'n bydraer wat geregtig is op en 'n bedrag ingevolge subklousule (iv) van hierdie klousule betaal word, kan 'n bydraer wat vir minstens vyf jaar 'n lid van die fonds was, by die fonds vir aftredingsbystand aansoek doen op enige tydstip nadat die bydraer in die geval van 'n vrou, die ouderdom van 50 jaar bereik het en in die geval van 'n man, die ouderdom van 55 jaar bereik het.

Met dien verstande dat die Komitee oortuig is dat die bydraer nie na die Nywerheid sal terugkeer nie, kan die komitee bystand volgens die volgende skaal magtig:—

Ouderdom.		Bystand.
Manlik.	Vroulik.	
55	50	Bystand wat getrek kan word + nul.
56	51	Bystand wat getrek kan word + 20 persent.
57	52	Bystand wat getrek kan word + 40 persent.
58	53	Bystand wat getrek kan word + 60 persent.
59	54	Bystand wat getrek kan word + 80 persent.
60	55	Bystand wat getrek kan word + 100 persent.

- (c) *Opsionele laat aftreding.*—Indien 'n bydraer die voorgeskrewe aftredingsouderdom bereik het, maar nog in diens bly, kan die bydraer verkies om af te tree met beëindiging van diens of op bereiking van die ouderdom van 60 in die geval van vroulikes of 65 in die geval van manlikes, na gelang van die vroegste, en is met diensbeëindiging of op bereiking van die ouderdom van 60 in die geval van vroulikes of 65 in die geval van manlikes, na gelang van die vroegste, op bystand wat op sodanige datum getrek kan word plus 100 persent, geregtig.

(iii) *Bystand vir vorige diens.*—Vorige diens beteken diens in die Klerasiennywerheid (Kaap) voor die stigting van die bystandsfonds.

Bydraers wat vir minstens 5 jaar lede van die fonds was en wat voor 4 Mei 1939 in die Nywerheid was, is benewens enige ander bystand wat in hierdie Ooreenkoms voorgeskryf word, geregtig op bystand vir vorige diens volgens die volgende skaal:—

On death, ill-health retirement and on age retirement: £10. per year of past service.

In the case of optional early retirement past service benefits to those who qualify in terms of this sub-section shall be on the following scale:—

Age at Retirement.		Benefit.
Males.	Females.	
55	50	50 per cent of Past Service Benefit.
56	51	60 per cent of Past Service Benefit.
57	52	70 per cent of Past Service Benefit.
58	53	80 per cent of Past Service Benefit.
59	54	90 per cent of Past Service Benefit.
60	55	100 per cent of Past Service Benefit.

Provided that in the case of a contributor who otherwise qualifies for past service benefits but who has less than 5 years membership but more than 3½ years membership the Committee at its discretion may authorise payment of an amount in past service benefit equivalent to the amount which the contributor would have received if the contributor had 5 years membership less 25 per cent.

(iv) Benefits to contributors who leave the Industry permanently due to serious ill-health or incapacity prior to reaching the age for retirement (i.e. 60 males and 55 females). The management committee may upon production of one or more medical certificates satisfactory to the committee, authorise that the ordinary withdrawal benefits to which the contributor would be entitled in terms of sub-clause (i) hereof be doubled.

(v) *Benefits where Contributor Dies.*—The management Committee, upon production of proof of the decease of a contributor shall authorise that the ordinary withdrawal benefits to which the contributor would have been entitled as at the date of decease in terms of sub-clause (i) hereof be doubled.

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

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

(vii) For the purpose of calculating past service in respect of past service benefits, only periods of employment including broken service prior to the 4th May, 1953, and which are proved to the satisfaction of the management committee shall count.

For the purpose of calculating withdrawal benefits the actual weeks of contribution shall be calculated for the purpose of assessing the capital sum prior to adding any percentage due but the actual percentage shall be based on the period of membership of the fund to the contributor, ignoring any periods of broken service.

10. PAYMENTS OF BENEFITS.

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

Except in the case of retirement, including optional early retirement and optional late retirement or death no benefits shall however be paid in respect of any claim until a period of at least two years has elapsed from the time the person concerned was last employed in the industry.

In the event of a contributor returning to the industry before such claim has been met the claim will automatically lapse and contributions forthwith be resumed.

Where a contributor returns to the industry after payment of any claim he shall, if under the age of 60 (male) or 55 (female), be regarded as a new contributor and only permitted to contribute one year after returning to the industry.

If, however, such contributor is already 60 (male) or 55 (female) he will not be permitted to re-join the fund.

In the event of an appointed nominee not claiming any benefit due in terms of this section within four weeks of the proof of death of a member, the management committee shall insert an advertisement in three successive issues of two newspapers circulating in the Union of South Africa, one of which shall be a newspaper 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 nominee at a place appointed by the management committee. If within three months from the date of the last insertion of such advertisement the nominee fails to claim the benefit due to him, such benefit shall be paid into the estate of the deceased member. From any moneys payable in terms of this sub-section shall be deducted the cost of advertisement, if any.

Met dood, aftreding as gevolg van swak gesondheid en aftreding weens ouderdom: £10 vir elke jaar vorige diens.

In die geval van opsionele vroeë aftreding geskied bystand vir vorige diens aan diegene wat ingevolge die subartikel daarop geregtig is, volgens die volgende skaal:—

Aftredingsouderdom.		Bystand.
Manlik.	Vroulik.	
55	50	50 persent van Bystand vir Vorige Diens.
56	51	60 persent van Bystand vir Vorige Diens.
57	52	70 persent van Bystand vir Vorige Diens.
58	53	80 persent van Bystand vir Vorige Diens.
59	54	90 persent van Bystand vir Vorige Diens.
60	55	100 persent van Bystand vir Vorige Diens.

Met dien verstande dat in die geval van 'n bydraer wat andersins op bystand vir vorige diens geregtig is, maar wat minder as 5 jaar maar meer as 3½ jaar lid was, kan die Komitee na goedgekeurde betaling van 'n bedrag magtig wat gelykstaande is aan die bedrag wat die bydraer sou ontvang het as hy 5 jaar lid was, min 25 persent.

(iv) Bystand aan bydraers wat die Nywerheid permanent verlaat weens ernstige ongesteldheid of ongeskiktheid voordat hulle die aftredingsouderdom (d.w.s. 60 manlik en 55 vroulik) bereik. Die Bestuurskomitee kan met die voorlegging van een of meer dokterssertifikate wat die komitee tevrede stel, magtig dat die gewone bystand wat getrek kan word en waarop die bydraer ingevolge subklousule (i) hiervan geregtig is, verdubbel word.

(v) *Bystand indien die bydraer sterf.*—Die Bestuurskomitee, moet by die voorlegging van bewys van die dood van 'n bydraer, magtig dat dit gewone bystand wat getrek mag word en waarop die bydraer ingevolge subklousule (i) hiervan op die datum van sy dood geregtig sou gewees het, verdubbel word.

(vi) Ten einde die tydperk waartydens daar bygedra is, te bereken, word dit geag dat die bydraer bygedra het vir al die tydperke waarvan sy werkgevers van tyd tot tyd aan die fonds kennis gegee het, en tydelike afwesigheid van werk vir tydperke van minder as vier agtereenvolgende betaalweke, word buite rekening gelaat, ongeag die feit dat geen bydraers in werklikheid ten opsigte van sodanige afwesigheid ontvang kon gewees het nie.

Voorts moet geen werknemer benadeel word ten opsigte van enige tydperk diens waartydens hy tot die fonds moes bygedra het nie ten opsigte waarvan sy werkgever versuim het om bydraers te maak.

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

Ten einde bydraes wat getrek kan word, te bereken, word die werklike weke waarin bydraes gelewer is, bereken ten einde die kapitaalbedrag vas te stel voordat die persentasie verskuldig, bygevoeg word, maar die werklike persentasie word gebaseer op die tydperk van die bydraer se lidmaatskap van die fonds, sonder om enige tydperk van onderbroke diens in aanmerking te neem.

10. BETALING VAN BYSTAND.

Eise wat deur bydraers ingestel word, moet so spoedig as wat dit prakties moontlik is, afhandeling geniet om snelle uitbetaling te verseker in alle gevalle waar die komitee tevrede voel dat die reëls van die fonds nagekom is.

Behalwe in die geval van aftreding, met inbegrip van opsionele vroeë aftreding en opsionele laat aftreding of dood, moet geen bystand egter ten opsigte van enige eis betaal word nie totdat 'n tydperk van minstens twee jaar verstryk het vanaf die tyd dat die betrokke persoon laas by die nywerheid in diens was.

Indien 'n bydraer tot die nywerheid terugkeer voordat so 'n eis uitbetaal is, moet die eis outomaties verval en bydraes onmiddellik weer 'n aanvang neem.

Ingeval 'n bydraer ná betaling van 'n eis tot die nywerheid terugkeer, moet hy indien onder die ouderdom van 60 (manlik) en 55 (vroulik) as 'n nuwe bydraer beskou word en slegs toegelaat word om na verstryking van een jaar nadat hy tot die nywerheid teruggekeer het, weer by te dra.

Indien sodanige bydraer egter reeds 60 (manlik) of 55 (vroulik) is, sal hy nie toegelaat word om weer tot die fonds toe te tree nie.

Ingeval 'n benoemde geen bystand wat betaalbaar is ingevolge hierdie artikel binne 4 weke eis nadat die dood van 'n lid bevestig is nie, moet die bestuurskomitee 'n advertensie in drie opeenvolgende uitgawes van twee koerante wat in die Unie van Suid-Afrika gelees word; plaas, een waarvan 'n koerant moet wees wat in die distrik waar die afgestorwe lid gewoonlik gebly het, gelees word en en wat die volgende vermeld: Die betrekking wat die afgestorwe lid die laaste beklee het en die naam daarvan en die feit dat bystand beskikbaar is vir opeising deur die benoemde by 'n plek wat deur die bestuurskomitee aangewys word. Indien die benoemde binne drie maande van die laaste plasing van sodanige advertensie af versuim om die bystand aan hom betaalbaar, op te eis, moet sodanige bystand in die boedel van die afgestorwe lid gestort word. Indien daar enige koste aan die advertensie verbonde is, moet dit afgetrek word van die geld wat betaalbaar is ingevolge hierdie subartikel.

The management committee shall cause a list to be prepared as soon as possible after the 31st 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 two calendar years and who has not claimed benefits.

The management committee shall not later than 31st March of the year following such two year period cause to be published a notice stating that a list of all persons who have not claimed benefits during the past two years 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.

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

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

The management committee 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 lists shall state the name and last known place of work of the member and the benefit due.

11. ADDITIONAL BENEFITS.

(i) The management committee may from time to time, increase the benefits stated therein by declaration of a bonus in the light of improvement in the finances of the fund through—

(a) accrual of interest;

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

provided that any such bonus shall be determined only after an investigation by an accountant into the liabilities of the fund and provided further that such bonus shall not be in excess of any amount recommended by such accountant. Any such bonus 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 section 9.

(ii) The management committee may also use moneys arising out of (a) and (b) of sub-clause (i) of this clause to augment benefits to persons who have contributed to the fund for not less than 5 years and who are compelled to leave the Industry permanently before reaching the retiring age on account of ill-health or incapacity, or who reach the age for retirement but do not qualify for past service benefits provided that the total used in any calendar year does not exceed an amount specified for that year by the fund's actuary.

12. PROCEDURE IN CONNECTION WITH RETIREMENT BENEFITS.

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

Any claim not lodged within 2 years from date of last employment will be dealt with in accordance with the provisions of clause 10 re forfeiture of benefits.

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

If the contributor remains in employment and does not claim within 3 months from the date such contributor reaches 55 (female) or 60 (male) it will be assumed that the contributor elects to be dealt with under sub-clause (iii) hereunder, but any claim lodged within 2 years from date of last employment will be dealt with in accordance with the provisions of clause 10 re forfeiture of benefits.

(iii) *Optional Late Retirement.*—The management committee shall cause a list to be prepared each quarter of the year showing the names of contributors who during the next quarter will, according to the records of the Council, reach the age of 60 (female) or 65 (male). For the purpose of this clause quarters shall be calculated on the same basis as set out in section 4 (4) of the main Agreement.

The Secretary shall within 14 days of completion of such list advise the employer(s) concerned by registered post to cease deducting contributions from the respective date(s) the employees reach 60 or 65 as the case may be.

At the same time the Secretary shall by registered post notify each contributor of the position and invite the contributor to apply for benefit.

Die bestuurskomitee moet toesien dat 'n lys so gou as moontlik na 31 Desember van elke jaar en binne drie maande daarvan opgestel word, waarin die name van alle bydraers wat nie gedurende die afgelope twee kalenderjare by die Nywerheid in diens was nie en wat nie bystand geëis het nie, verskyn.

Die bestuurskomitee moet toesien dat daar voor of op 31 Maart van die jaar wat op sodanige tweejaartydperk volg, 'n kennisgewing gepubliseer word waarin verklaar word dat 'n lys van alle persone wat nie hulle bystand gedurende die afgelope twee jaar, soos hierbo genoem, opgeëis het nie, beskikbaar is vir insae by die kantoor van die fonds en dat 'n duplikaatlys beskikbaar is by die kantoor van die vakvereniging.

Die kennisgewing moet 'n beroep op alle belanghebbendes doen om eise vir bystand binne drie maande in te dien en om volledige besonderhede van die gronde waarop sodanige eise gedoen word, te verskaf. Die kennisgewing moet in drie opeenvolgende uitgawes van minstens een Engelse en een Afrikaanse koerant wat binne die regsgesied van die Nywerheidsraad vir die Klerasie-nywerheid (Kaap) gelees word, geplaas word.

Die bestuurskomitee moet, op die eerste vergadering wat volg op die laaste datum waarop eise ingedien kan word, sodanige eise oorweeg en kan na goeddunke aan 'n persoon of persone wat eise ingedien het op die wyse wat hierin voorgeskryf word, sodanige geld uitbetaal wat nie die volle bystand wat aan die lid betaalbaar is, oorskry nie, minus die advertensiekoste. As geen eise ingestel word deur of namens die persoon van wie die naam op die lys verskyn nie, moet alle bystand wat aan hom verskuldig is aan die fonds verbeur word. Die sekretaris moet die lyste wat hierin genoem word aan voorgenoemde vakvereniging stuur, nl. dié lyste waarin die naam en jongste bekende werkplek van die lid en die betaalbare bystand vermeld word.

11. BYKOMENDE BYSTAND.

(i) Die bestuurskomitee kan van tyd tot tyd die bystand, wat daarin vermeld is, vermeerder deur 'n bonus aan die hand van vooruitgang in die finansies van die fonds te verklaar deur—

(a) oploping van rente;

(b) bydraers wat die nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgewer se gelyke bydraes kwalifiseer;

met dien verstande dat enige sodanige bonus vasgestel moet word slegs na 'n ondersoek deur 'n rekenmeester i.s. die laste van die fonds; en voorts met dien verstande dat sodanige bonus nie enige bedrag mag oorskry wat deur so 'n rekenmeester aanbeveel is nie. Enige sodanige bonus moet in die krediet van die bydraers se rekening geplaas word en moet terselfdertyd, en benewens die bystand wat by artikel 9 voorgeskryf is, aan sodanige lede betaalbaar wees.

(ii) Die bestuurskomitee kan ook geld gebruik wat uit (a) en (b) van subklousule (i) van hierdie klousule voortspruit, om bystand aan persone aan te vul, wat minstens 5 jaar lank tot die fonds bygedra het en verplig word om die nywerheid permanent te verlaat voordat hulle die aftree-ouderdom weens swak gesondheid of ongeskiktheid bereik, of wat die aftredingsouderdom bereik, maar wat nie op bystand vir vorige diens geregtig is nie, met dien verstande dat die totaal wat in 'n kalenderjaar gebruik word nie meer is as die bedrag wat deur die fonds se aktuaris vir daardie jaar voorgeskryf is nie.

12. PROSEDURE IN VERBAND MET AFTREDINGSBYSTAND.

(i) *Opsionele vroeë aftreding.*—Eise kan enige tyd na bydraers die ouderdom van 50 (vroulik) of 55 (manlik) bereik het, ingedien word en moet deur bewyse gestaaf word dat die bydraers die Nywerheid permanent verlaat het.

Enige eis wat nie binne twee jaar vanaf die datum van die laaste diens tydperk ingedien is nie, sal ooreenkomstig die bepalings van Artikel tien insake verbeuring van bystand, behandel word.

(ii) *Aftredingsbystand.*—Eise kan enige tyd nadat bydraers die ouderdom van 55 (vroulik) of 60 (manlik) bereik het, ingedien word.

Indien die bydraer in diens bly en nie binne drie maande vanaf die datum dat die bydraer die ouderdom van 55 (vroulik) of 60 (manlik) bereik het nie, opeis nie, sal dit veronderstel word dat die bydraer verkies om kragtens subklousule (iii) hiervan behandel te word, maar enige eis wat nie binne twee jaar vanaf die datum van die laaste diens tydperk ingedien is nie, sal ooreenkomstig die bepalings van klousule 10 insake verbeuring van bystand behandel word.

(iii) *Opsionele laat aftreding.*—Die Bestuurskomitee moet toesien dat daar elke kwartaal 'n lys opgestel word waarin die name van die bydraers wat gedurende die volgende kwartaal, ooreenkomstig die rekords van die Raad, die ouderdom van 60 (vroulik) en 65 (manlik) sal bereik. Kwartale word, vir die toepassing van hierdie klousule, op dieselfde basis soos uiteengesit in artikel 4 (4) van die Hoofooreenkomste, bereken.

Die Sekretaris moet binne 14 dae na voltooiing van sodanige lys, die betrokke werkgewer(s) per geregistreerde pos meedel om aftrekkings te staak vanaf die onderskeie datum(s) dat die werknemers 60 of 65 bereik, na gelang van die geval.

Die Sekretaris moet terselfdertyd elke bydraer per geregistreerde pos van die posisie in kennis stel en die bydraer versoek om vir die bystand aansoek te doen.

13. BENEFITS NOT TO BE CEDED OR ASSIGNED.

(i) Save as provided in sub-clause (ii) herein. Benefits shall not be—

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

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

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

(ii) Benefits may be ceded to the fund as security in respect of any housing loan granted by the fund in terms of section 8 (v) of this Agreement.

14. DISSOLUTION OF FUND.

In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiry of the period of two years referred to in clause 2 (2), then notwithstanding anything to the contrary contained in this Agreement contributions to the fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice of dissolution of the Council in terms of section thirty-four (2) of the Act and the fund shall be liquidated *mutatis mutandis* in the manner laid down in clause 2 (2) of this Agreement; provided that the duties in connection with such liquidation shall be performed by the Cape Chamber of Industries or such other body or person as the Minister may appoint.

15. LIQUIDATION.

Upon liquidation of the fund in terms of section 14 and payment of moneys due to members in terms of that section the moneys remaining to the credit of the fund after payment of all claims against the fund including administration and liquidation expenses shall be paid into the funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

16. AGENTS.

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

17. EXEMPTIONS.

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

18. INDEMNITY.

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

Signed at Cape Town on behalf of the parties this 14th day of August, 1959.

H. L. DRAPKIN,
Acting Chairman.

A. M. ROSENBERG,
Member of the Council.

F. K. LIGHTON,
Secretary.

13. BYSTAND MAG NIE GESEDEER OF TOEGEKEN WORD NIE.

(i) Behoudens die bepalings in subklosule (ii) hiervan bystand mag—

(a) op generlei wyse gesedeer, oorgemaak, oorgeplaas of oorgedra word nie, nóg in die algemeen, nóg as sekuriteit vir enige skuld of verpligting wat deur die bydraer nagekom moet word. Die fonds moet onder geen verpligting verkeer om enige sodanige beweerde sedering, toekenning, oorpasing of oormaking te erken, te beantwoord of daaraan uitvoering te gee nie;

(b) nie as gevolg van 'n hofbevel beslag op gelê word nie;

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

(ii) Bystand mag as sekuriteit aan die fonds gesedeer word ten opsigte van enige behuisingssening wat kragtens artikel 8 (v) van hierdie Ooreenkoms, toegestaan is.

14. ONTBINDING VAN FONDS.

Ingeval die Raad tydens die loop van hierdie Ooreenkoms of enige verlenging daarvan of voor die verstryking van die tydperk van 2 jaar, waarna in klosule 2 (2) verwys word, ontbind word, dan, afgesien van enige andersluidende bepalings in die Ooreenkoms, moet bydraes tot die fonds staak vanaf die dag na die datum van bekendmaking in die *Staatskoerant* van die kennisgewing van ontbinding van die Raad, kragtens artikel vier-en-dertig (2) van die Wet, en die fonds moet *mutandis* op die wyse wat in klosule 2 (2) van hierdie Ooreenkoms vasgestel is gelikwider word; met dien verstande dat die pligte in verband met sodanige likwidasië deur die Kaapse Kamer van Nywerhede of sodanige ander liggaam of persoon, wat die Minister kan benoem, verrig moet word.

15. LIKWIDASIE.

By likwidasië van die fonds kragtens artikel 14, en die uitbetaling van geld wat aan lede kragtens daardie artikel verskuldig is, moet die gelde wat in die krediet van die fonds oorbly, na uitbetaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasië-uitgawes, in die fondse van die Raad gestort word. Indien die sake van die Raad alreeds berekder en sy bates verdeel is, moet die saldo van hierdie fonds, soos in artikel vier-en-dertig (4) van die Wet bepaal, verdeel word, asof dit deel van die algemene fondse van die Raad gevorm het.

16. AGENTE.

Die Raad kan een of meer persone as agente aanstel om hulp te verleen met die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persoon of persone toe te laat om sy inrigting binne te gaan en dié ondersoek in te stel en sulke dokumente, boeke, loonstate en betaalboekjies te ondersoek en die persone te ondervra, wat vir die doel nodig geag kan word, om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

17. VRYSTELLING.

Die Raad kan voorwaardelik of andersins vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms of t.o.v. enige persoon vir enige goeie of genoegsame rede.

18. VRYWARING.

Die lede van die bestuurskomitee en hul plaasvervangers en die lede van die uitvoerende komitee en die lede van 'n plaaslike komitee en die plaaslike verteenwoordigers mag nie vir enige verlies van die fonds aanspreeklik gehou word nie, wat ontstaan omdat enige onbehoorlike belegging te goeder trou aangegaan is of weens enige handelswyse in hul *bona fide* administrasie van die fonds of weens die nalatigheid of bedrog van 'n agent of werknemer wat in diens is, ofskoon die indiensneming van sodanige agent of werknemer nie streng noodsaaklik was nie, of enige handelswyse of versuim wat te goeder trou deur sodanige lede of plaasvervangers of deur sulke plaaslike verteenwoordigers veroorsaak is of weens enige ander saak of ding behalwe individuele moedswillige of bedrieglike oortreding aan die kant van sodanige lede of plaasvervangers of aan die kant van sulke plaaslike verteenwoordigers wat aanspreeklik gemaak moet word. Enige sodanige lid of plaasvervanger en enige plaaslike verteenwoordiger moet deur die fonds vergoed word vir enige aanspreeklikheid wat deur hom aangegaan is om die saak te verdedig, hetsy siviël of krimineel, wat voortvloei uit 'n bewering te kwader trou gedoen waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek is.

Namens die partye op hede die 14de dag van Augustus 1959 in Kaapstad onderteken.

H. L. DRAPKIN,
Waarnemende Voorsitter.

A. M. ROSENBERG,
Lid van die Raad.

F. K. LIGHTON,
Sekretaris.

ANNEXURE A.

The Secretary,
The Management Committee,
Cape Clothing Industry Provident Fund,
P.O. Box 1536,
CAPE TOWN.

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

Name _____ Formerly _____
First Names _____
Present Address _____
Date of Birth _____ Blue Service Card No. _____
Nominee _____
Address of nominee _____

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

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

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

Witness _____ Signature _____
Date _____

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

ANNEXURE B.

The Secretary,
The Management Committee,
Cape Clothing Industry Provident Fund,
P.O. Box 1536,
CAPE TOWN.

APPLICATION FOR OPTIONAL EARLY RETIREMENT BENEFITS.

Name _____ Formerly _____
First Names _____
Present Address _____
Date of Birth _____ Blue Service Card No. _____
Nominee _____
Address of Nominee _____

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

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

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

Witness _____ Signature _____
Date _____

N.B.—In the case of persons who were in the Industry on or before
4th May, 1939, and who have been members of the Provident
Fund for 3½ years or longer, an application for Past Service
Benefits must also be attached.

ANNEXURE C.

The Secretary,
The Management Committee,
Cape Clothing Industry Provident Fund,
P.O. Box 1536,
CAPE TOWN.

APPLICATION FOR RETIREMENT BENEFITS.

Name _____ Formerly _____
First Names _____
Present Address _____
Date of Birth _____ Blue Service Card No. _____
Nominee _____
Address of Nominee _____

Having reached the age of _____ I hereby claim the retirement
benefits due to me.

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

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

Witness _____ Signature _____
Date _____

N.B.—In the case of persons who were in the Industry on or before the
4th May, 1939, an application for Past Service Benefits must
also be attached.

AANHANGSEL A.

Die Sekretaris,
Die Bestuurskomitee,
Bystandsfonds van die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

AANSOEK OM BYSTAND WAT GETREK KAN WORD DEUR BYDRAES ONDER DIE OUDERDOM VAN 50 (VROULIK) OF 55 (MANLIK).

Naam _____ Voorheen _____
Voornamen _____
Huidige adres _____
Geboortedatum _____ Bloudienskaartno. _____
Benoemde _____
Adres van benoemde _____

Ek het uit die diens van die firma _____
getree en is om die volgende redes nie van voorneme om werk in die
Klerasiennywerheid in die Westelike Provinsie te verkry nie.

Hierby eis ek terugbetaling van my bydraes plus sodanige rente as
wat opgehoop het.

Ek verstaan dat indien ek te enige tyd in die toekoms tot die
Nywerheid sou terugkeer, ek nie daarop geregtig sal wees om aan die
Bystandsfonds te behoort nie, behalwe insoverre as wat die Ooreen-
koms voorsiening maak vir nuwe bydraers, en dat ek geen eis vir
bystand vir vorige diens sal kan instel nie.

Getuie _____ Handtekening _____
Datum _____

L.W.—Eise deur persone onder die ouderdom van 50 (vroulik) of
55 (manlik) kan slegs twee jaar na sulke persone laas in die
Nywerheid in diens was, ingedien word.

AANHANGSEL B.

Die Sekretaris,
Die Bestuurskomitee,
Bystandsfonds van die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

AANSOEK OM OPSIONELE VROEE AFTREDINGSBYSTAND.

Naam _____ Voorheen _____
Voornamen _____
Huidige adres _____
Geboortedatum _____ Bloudienskaartnommer _____
Benoemde _____
Adres van benoemde _____

Aangesien ek die ouderdom van _____ bereik het,
en die Nywerheid permanent verlaat het, doen ek hierby aansoek om
vroee aftredingsbystand.

Ek is nie van voorneme om werk in die Klerasiennywerheid in die
Westelike Provinsie te verkry nie en ek verstaan dat indien ek te
eniger tyd in die toekoms tot die Nywerheid sou terugkeer, ek nie
weer tot die Bystandsfonds toegelaat sal word nie, en hoegenaamd geen
verdere eise teen die Fonds sal kan instel nie.

My laaste diens in die Nywerheid was by die firma _____
en ek heg my geboortescertifikaat/doopseël aan ter
staving van hierdie aansoek.

Getuie _____ Handtekening _____
Datum _____

L.W.—Ingeval van persone wat voor of op 4 Mei 1939 by die Nywer-
heid in diens was, en wat vir 3½ jaar of langer lede van die
Bystandsfonds was, moet 'n aansoek om Bystand vir Vorige
Diens ook aangeheg word.

AANHANGSEL C.

Die Sekretaris,
Die Bestuurskomitee,
Bystandsfonds van die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

AANSOEK OM AFTREDINGSBYSTAND.

Naam _____ Voorheen _____
Voornamen _____
Huidige Adres _____
Geboortedatum _____ Bloudienskaartnommer _____
Benoemde _____
Adres van benoemde _____

Aangesien ek die ouderdom van _____ bereik het, doen
ek hierby aansoek om die aftredingsbystand wat aan my verskuldig is.
Ek was/was nie op of voor 4 Mei 1939 by die Nywerheid in die
Westelike Provinsie in diens (nie).

Ek verstaan dat betaling van gelde wat kragtens hierdie aansoek deur
die Fonds aan my verskuldig is, my nie verhoed om voort te gaan met
my diens in die Nywerheid nie, maar dat ek met die ontvangs van
sodanige gelde geen verdere eis teen die Fonds kan instel nie.

Getuie _____ Handtekening _____
Datum _____

L.W.—Ingeval van persone wat voor of op 4 Mei 1939 by die Nywer-
heid in diens was, moet 'n aansoek om Bystand vir Vorige Diens
ook aangeheg word.

ANNEXURE D.

The Secretary,
The Management Committee,
Cape Clothing Industry Provident Fund,
P.O. Box 1536,
CAPE TOWN.

APPLICATION FOR PAST SERVICE BENEFITS:

Name _____
Address _____
Blue Service Card No. _____
Date of Application for Retirement Benefits _____
Length of Membership of Provident Fund _____ Years _____ Months _____ Days.

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

(1) as detailed on my Blue Service Card:
Firm and Period. Years. Months. Days.

(2) Not detailed on my Blue Service Card:

TOTAL.....

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

Witness _____ Signature _____
Date _____

ANNEXURE E.

The Secretary,
The Management Committee,
Cape Clothing Industry Provident Fund,
P.O. Box 1536,
CAPE TOWN.

APPLICATION FOR DISABILITY BENEFITS.

Name _____ Formerly _____
First Names _____
Present Address _____
Date of Birth _____ Blue Service Card No. _____
Nominee _____
Address of Nominee _____

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

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

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

A medical certificate in support of this application is attached.

Witness _____ Signature _____
Date _____

N.B.—In the case of persons who were in the Industry on or before the 4th May, 1939, an application for Past Service Benefits must also be attached.

ANNEXURE F.

The Secretary,
The Management Committee,
Cape Clothing Industry Provident Fund,
P.O. Box 1536,
CAPE TOWN.

APPLICATION TO RETAIN MEMBERSHIP.

Name _____ Formerly _____
First Names _____
Blue Service Card No. _____
Employed at _____

Having reached the age of _____ (55 female, 60 male), I hereby apply to retain membership until the maximum age for membership (60 female, 65 male).

Witness _____ Signature _____
Date _____

AANHANGSEL D.

Die Sekretaris,
Die Bestuurskomitee,
Bystandsfonds van die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

AANSOEK OM BYSTAND VIR VORIGE DIENS.

Naam _____
Adres _____
Bloudienskaartnommer _____ Datum van aansoek _____
om aftredingsbystand _____
Lengte van lidmaatskap tot die Bystandsfonds _____ jaar _____ maande _____ dae.

Ek verklaar hierby dat my *totale* diensrekord in die Klerasiennywerheid binne die regsgebied van die Raad as volg is:—

(1) soos uiteengesit op my Bloudienskaart—
Firma en tydperk. Jaar. Maande. Dae.

(2) Wat nie op my Bloudienskaart uiteengesit is nie—

TOTAAL.....

Ek heg die volgende getuigskrifte/dokumente aan as bewys ter ondersteuning van hierdie aansoek.

Getuie _____ Handtekening _____
Datum _____

AANHANGSEL E.

Die Sekretaris,
Die Bestuurskomitee,
Bystandsfonds van die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

AANSOEK OM ONGESKIKTHEIDSBYSTAND.

Naam _____ Voorheen _____
Voorname _____
Huidige adres _____
Geboortedatum _____ Bloudienskaartnommer _____
Benoemde _____
Adres van benoemde _____

Ek verklaar hierby dat ek weens siekte/ongeskiktheid van 'n aard wat my sal verhoed om werk in die Klerasiennywerheid in die Westelike Provinsie te kry, uit die diens getree het van die firma _____

Hierby eis ek die geld wat kragtens die Bystandfondsooreenkoms aan my verskuldig is.

Die ongeskiktheid waaraan ek ly, is soos volg (gee 'n beknopte beskrywing)

'n Doktersertifikaat ter staving van hierdie aansoek word aangeheg.

Getuie _____ Handtekening _____
Datum _____

L.W.—Ingeval van persone wat voor of op 4 Mei 1939 by die Nywerheid indiens was, moet 'n aansoek om Bystand vir Vorige Diens ook aangeheg word.

AANHANGSEL F.

Die Sekretaris,
Die Bestuurskomitee,
Bystandsfonds van die Klerasiennywerheid (Kaap),
Posbus 1536,
KAAPSTAD.

AANSOEK OM AAN TE BLY AS LID.

Naam _____ Voorheen _____
Voorname _____
Bloudienskaartnommer _____
In diens by _____

Aangesien ek die ouderdom van _____ (55 vroulik, 60 manlik), bereik het, doen ek hierby aansoek om aan te bly as lid totdat ek die maksimum ouderdom vir lidmaatskap bereik het (60 vroulik, 65 manlik).

Getuie _____ Handtekening _____
Datum _____

ANNEXURE G.

INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY (CAPE).

PROVIDENT FUND.

APPOINTMENT OF NOMINEE TO RECEIVE BENEFITS.

1. I, the undersigned member

(Name of Contributor in block letters.)

Service Card No. _____
hereby appoint as my nominee

(Full name and address of Nominee in block letters.)

in terms of the Rules of the Provident Fund to receive any benefit which may accrue from the said Fund by reason of my death, and I agree that no alteration in the appointment of the Nominee shall be recognized by the Provident Fund unless notification thereof shall have been given by me in writing to the Secretary of the Fund, P.O. Box 1536, Cape Town.

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

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

Dated at _____ this _____ day of _____

19 _____

Signature of Contributor _____

Address of Contributor _____

AS WITNESSES:

1. _____
2. _____

AANHANGSEL G.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP).

BYSTANDSFONDS.

AANSTELLING VAN BENOEMDE OM BYSTAND TE
ONTVANG.

1. Ek, die ondergetekende lid _____
(Naam van bydraer in blokletters.)

Dienskaartnommer _____
stel hiermee as my benoemde aan _____

(Volle naam en adres van benoemde in blokletters.)

ingevoelge die reëls van die Bystandsfonds om enige bystand in ontvangs te neem, wat uit genoemde Fonds as gevolg van my dood verskuldig kan word, en ek is dit daarmee eens dat geen wysiging in die aanstelling van die benoemde deur die Bystandsfonds erkenning moet geniet nie, tensy skriftelike kennis daarvan aan die Sekretaris van die Fonds, Posbus 1536, Kaapstad, deur my gegee geword is.

2. Ek vrywaar die Raad, soos verteenwoordig deur die bestuurskomitee van genoemde Fonds, teen enige eis wat deur die verteenwoordiger van my uitgestorwe boedel ingestel word of deur enige persoon hoegenaamd vir die betaling uit genoemde Fonds van enige bystand; met dien verstande dat die uitbetaling kragtens die bepaling hiervan aan my benoemde geskied.

3. Ingeval die bogenoemde benoemde persoon voor my te sterwe kom, verleen ek magtiging daarvoor dat uitbetaling aan 'n verteenwoordiger van my boedel moet geskied, en die Bystandsfonds moet daarna geheel en al van alle aanspraaklikheid onthef word om uitbetaling van enige sodanige bystand aan enige benoemde of enige persoon hoegenaamd te laat geskied.

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

Handtekening van Bydraer _____

Adres van Bydraer _____

AS GETUIES:

1. _____
2. _____

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