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[No. 1542.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1386.] [23 September 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, NATAL.

OPVOEDKUNDIGE TRUSTFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1967 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1967 eindig, bindend is vir alle ander werkgewers en werknemers, as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1967 eindig, in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1386.] [23 September 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, NATAL.

EDUCATIONAL TRUST FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1967, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 and 2, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1967, the provisions of the Agreement excluding those contained in clauses 1 and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provision are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. TOEPASSINGSBESTEK.

Die bepalings van hierdie Ooreenkoms word nagekom in die landdrostrikte Durban, Pinetown, Inanda, Pietermaritzburg en Lower Tugela deur alle werkgewers in die Klerasienywerheid wat lede van die werkgewersorganisasie is en alle werknemers in genoemde Nywerheid wat lede van die vakvereniging is.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens subartikel (1) van artikel 48 van die Wet bepaal en bly van krag tot 24 Mei 1967, of vir die tydperk wat hy vasstel.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings in hierdie Ooreenkoms gebesig wat in die Wet op Nywerheidsversoening, 1956, soos gewysig, of die Hoof-ooreenkoms omskryf is, het dieselfde betekenis as in dié maatreëls, en tensy die teendeel blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy dit strydig is met die samehang, beteken—

"ouditeur" 'n openbare rekenmeester wat as 'n rekenmeester en ouditeur ingevolge artikel 23 van die Wet op Rekenmeesters en Ouditeurs van 1951 geregistreer is;

"fonds" die Opvoedkundige Trustfonds wat kragtens hierdie Ooreenkoms ingestel is;

"Hofooreenkoms" die Ooreenkoms wat by Goewerments-kennissgewing No. R. 742 van 15 Mei 1964, gepubliseer is;

"lid" 'n werknemer wat ingevolge klousule 7 van hierdie Ooreenkoms tot die fonds bydra, of enige persoon wat ingevolge klousule 6 (1) en (2) tot lidmaatskap van die fonds toegelaat word;

"Sekretaris" die Sekretaris van die Raad met inbegrip van enige amptenaar wat aangestel is om in die afwesigheid van die Sekretaris waar te neem.

4. OPVOEDKUNDIGE TRUSTFONDS.

Hierby word daar 'n fonds ingestel, bekend as die Opvoedkundige Trustfonds vir die Klerasienywerheid (Natal), hieronder "die fonds" genoem, waarvan die doel is om beurse en skolas-tiese bystand soos bepaal in klousule 9 van hierdie Ooreenkoms, te verskaf.

Die fonds bestaan uit—

- (a) bydraes wat in die fonds inbetaal word ooreenkomstig die bepalings van klousule 7 van hierdie Ooreenkoms;
- (b) rente wat oploopt uit die belegging van enige gelde van die fonds;
- (c) alle ander gelde waarop die fonds geregtig mag word.

5. INSTELLING EN FUNKSIES VAN BESTUURSKOMITEE.

(i) Die administrasie van die fonds berus by 'n bestuurskomitee bestaande uit twee werkgewervertenwoordigers en twee werknemerverteenwoordigers aangestel deur die Nywerheidsraad vir die Klerasienywerheid (Natal) ingevolge klousule 9 (6) van die konstitusie van die Raad op 'n behoorlik gekonstitueerde vergadering van die Raad, tesame met die Voorsitter en Ondervoorsitter van die Raad wat *ex officio*-lede van die bestuurskomitee is.

(ii) Daar moet vir elke vertenwoordiger 'n plaasvervanger aangestel word.

(iii) Twee werkgewervertenwoordigers en twee werknemerverteenwoordigers maak 'n kworum uit en alle sake word beslis deur 'n meerderheid van stemme. Die Voorsitter beskik slegs oor 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is kan vir volwaardige vertenwoordigers gereken word vir die doel van 'n kworum en indien geen kworum teenwoordig is binne 30 minute van die vasgestelde tyd nie, word die vergadering verdaag tot 'n datum nie later nie as sewe dae daarna soos deur die Voorsitter vasgestel. By so 'n verdaagde vergadering, waarvan lede skriftelike kennisgewing moet ontvang, vorm dié wat teenwoordig is 'n kworum. Vir die doel van 'n kworum word die Voorsitter en Ondervoorsitter van die Raad, indien aanwesig, as vertenwoordigers gereken.

(iv) Alle administrasiekoste word teen die fonds verreken.

(v) Die bestuurskomitee beskik oor die bevoegdheid om—

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

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

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed in the Magisterial District of Durban, Pinetown, Inanda, Pietermaritzburg and Lower Tugela by all employers in the Clothing Industry who are members of the employers' organisation and all employees in the said Industry who are members of the trade union.

2. PERIOD OF OPERATION.

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 24th May, 1967, or for such period as may be determined by him.

3. DEFINITIONS.

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

"auditor" shall mean a public accountant registered as an accountant and auditor under Section 23 of the Accountants' and Auditors' Act of 1951.

"fund" means the Education Trust Fund established under this Agreement;

"Main Agreement" means the Agreement published under Government Notice No. R. 742 of 15th May, 1964.

"member" means an employee who contributes to the fund in terms of clause 7 of this agreement or any person who may be admitted to membership of the fund in terms of clause 6 (1) and (2).

"secretary" means the Secretary of the Council and includes any official appointed to act in the absence of the Secretary;

4. EDUCATIONAL TRUST FUND.

There is hereby established a Fund known as the Clothing Industry (Natal) Education Trust Fund, hereinafter referred to as "the fund", the purpose of which shall be the provision of bursaries and scholastic benefits as provided in Clause 9 of this Agreement.

The fund shall consist of—

- (a) contributions paid into the fund in accordance with the provisions of Clause 7 of this Agreement;
- (b) interest derived from the investment of any moneys of the fund;
- (c) any other moneys 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 two employers' representatives and two employees' representatives appointed by the Industrial Council for the Clothing Industry (Natal) in terms of clause 9 (6) of the Constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the management committee.

(ii) For each representative an alternate shall be appointed.

(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 purpose of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting will stand adjourned to a date 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) All expenses of administration shall be a charge on the fund.

(v) The management committee shall have power to—

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

- (b) betaalde dienaars van die fonds in diens te neem en te ontslaan, hulle besoldiging vas te stel en hulle pligte te omskryf;
- (c) toesig te hou oor die werking van enige subkomitees aangestel ingevolge paragraaf (d);
- (d) Subkomitees aan te stel om te help met die administrasie van die fonds;
- (e) alle sodanige ander pligte te verrig as wat die komitee nodig of wenslik mag ag vir die behoorlike administrasie van die fonds.

6. LIDMAATSKAP.

(1) Werknemers, uitgesonderd direkteure, handelsreisigers of kantoorwerknemers, wat tot die fonds ingevolge klousule 7 van hierdie Ooreenkoms bydra, is lede van die fonds.

(2) Ander persone as diegene bedoel in subklousule (1) hiervan, wat betrokke is by die nywerheid of direk daarin staan, kan na goedvinde van die bestuurskomitee tot lidmaatskap van die fonds toegelaat word en die bepalinge van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op alle persone aldus toegelaat; met dien verstande dat daar van die persoon vereis word om minstens die saamgestelde bydrae van werknemers en werkgewers, soos voorgeskryf in klousule 7 van hierdie Ooreenkoms, by te dra.

7. BYDRAES.

(i) Vir die toepassing van die fonds moet elke werkgewer van die loon van elkeen van sy werknemers, uitgesonderd direkteure, handelsreisigers of kantoorwerknemers, vir wie lone in die Hoof-ooreenkoms van die Klerasiennywerheid (Natal) voorgeskryf is, die bedrag van ½c per week aftrek.

(ii) By die bedrag aldus afgetrek, moet die werkgewer ½c per week byvoeg in die geval van elkeen van sy werknemers en maand vir maand maar voor of op die tiende dag van elke maand die totale bedrag aan die Sekretaris van die Raad stuur.

(iii) Die totale bedrag moet vergesel gaan van 'n lys met die naam en adres van die werkgewer en die diensrekordkaartnommer van werknemers van wie se lone aftrekkings gemaak word asook die bedrag van elke aftrekking en die totale bedrag van die werkgewer se bydrae.

(iv) In die geval van die eerste sodanige betaling deur 'n werkgewer moet die bedrag vergesel gaan van 'n staat wat die volle naam en adres van elke lid toon.

(v) Die werkgewer moet elke maand die fonds in kennis stel van alle lede wat afwesig was sonder besoldiging vir vier of meer agtereenvolgende betaalweke.

(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 ontvang ten opsigte van sodanige bydrae nie.

8. FINANSIES.

(i) Alle gelde deur die fonds ontvang, moet in 'n bankrekening in die naam van die fonds gedeponeer word. 'n Amptelike kwitansie moet uitgereik word vir alle gelde in die fonds ontvang en trekkings op die fonds moet per tjek geskied wat onderteken is deur sulke persone as wat van tyd tot tyd deur die bestuurskomitee daartoe gemagtig mag word.

(ii) Enige geld wat nie onmiddellik nodig is om lopende koste van die fonds te bestry nie, mag nie op 'n ander wyse belê word nie as in—

- (a) Effekte van die Regering van die Republiek van Suid-Afrika;
- (b) Nasionale Spaarsertifikate;
- (c) Opspaarbankrekenings of -sertifikate;
- (d) Spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of op enige ander wyse deur die Registrateur goedgekeur.

(iii) Die bestuurskomitee moet 'n ouditeur aanstel wie se besoldiging uit die fonds betaal word.

(iv) Die Raad moet toesien dat volledige en ware rekeninge van die fonds gehou word asook dat 'n rekening twee maal per jaar opgestel word vir die tydperke wat eindig op 30 Junie en 31 Desember van elke jaar, van al die inkomste en uitgawes van die fonds, en die staat wat deur die ouditeurs geteken en deur die voorsitter van die Raad medeonderteken is, moet binne drie maande na die afsluiting van die tydperk waarop dit betrekking het, saam met 'n verslag wat deur genoemde ouditeur daaroor gemaak is, aan die Nywerheidsregistrateur gestuur word.

9. BYSTAND.

(a) Die doel van die Opvoedkundige Trustfonds is om finansiële hulp te verskaf vir die onderrig van die kinders van lede van die fonds.

(b) Geen bystand word uitbetaal tensy die kapitaal van die fonds minstens R500 bedra, en geen bystand word uitbetaal indien die fondse tot bedrae van R500 daaraan toegevoeg is.

- (b) engage and dismiss paid servants of the fund, fix their remuneration, and define their duties;
- (c) supervise the working of any sub-committee appointed in terms of paragraph (d);
- (d) appoint sub-committees to help in the administration of the fund;
- (e) perform all such other duties as the committee may deem necessary or desirable for the proper administration of the fund.

6. MEMBERSHIP.

(1) Employees, other than directors, travellers or office employees, who contribute to the fund in terms of clause 7 of this Agreement shall be members of the fund.

(2) Persons other than those referred to in sub-clause (1) hereof who are engaged in or directly connected with the Industry may in the discretion of the Management Committee be admitted to membership of the fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted; provided that such person shall be required to contribute not less than the combined contribution of employees and employers as prescribed in clause 7 of this Agreement.

7. CONTRIBUTIONS.

(i) For the purpose of the fund each employer shall deduct from the wages of each of his employees, other than directors, travellers or office employees, for whom wages are prescribed in the Main Agreement for the Clothing Industry (Natal) the sum of ½c per week.

(ii) To the amount so deducted the employer shall add ½ cent per week in the case of each of his employees and shall forward month by month but not later than the tenth day of each month the total sum to the Secretary of the Council.

(iii) Such total sum must be accompanied by a list showing the name and address of the employer and the Record of Service Card number of employees from whose wages deductions are made, the amount of each deduction and the total amount of the employer's contribution.

(iv) In the case of the first such payment by any employer the sum must be accompanied by a statement showing the full names and address of each member.

(v) The employer shall each month notify the fund of all members 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 contributions from the earnings of a member or receive any consideration from the member in respect of such contribution.

8. 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 payments from the fund shall be by cheque signed by such persons as may, from time to time, be authorised by the management committee.

(ii) Any money not immediately required to meet current charges upon the fund shall not be invested otherwise than in—

- (a) stock of the Government of the Republic of South Africa;
- (b) National Savings Certificates;
- (c) Post Office savings accounts or certificates;
- (d) Savings accounts, permanent shares or fixed deposits in building societies or banks; or in any other manner approved by the Registrar.

(iii) The management committee shall appoint an auditor whose remuneration shall be paid out of the fund.

(iv) The Council shall cause full and true accounts of the fund to be kept and shall cause to be prepared a bi-annual account for the periods ending on the 30th June and 31st December of each year of all the revenue and expenditure of the fund, and a statement shall be certified by the auditor and countersigned by the Chairman of the Council and shall within three months after the close of the period to which it relates, be transmitted to the Industrial Registrar, together with any report made thereon by the said auditor.

9. BENEFITS.

(a) The object of the Educational Trust Fund is to provide financial assistance for the education of the children of members of the Fund.

(b) No benefits shall be paid out until the capital of the fund has reached a minimum of R500 and no benefits shall be paid

(c) Die aanvangsbystand aan persone soos omskryf in subklousule (a) hierbo, is bedoel as hulp met die onderrig van kinders van standerd VI tot standerd X en, indien die nodige fondse later beskikbaar sou wees, hulp met die koste van onderrig van kinders ná standerd X en vóór standerd VI.

(d) Alle aansoeke om bystand van die fonds moet deur die Bestuurskomitee volgens meriete en hulle volkome goedvinde beoordeel word.

(e) Die bystand wat verskaf word kan die vorm aanneem van betalings ten opsigte van studiebeurse, beurse, gratis onderrig met of sonder gratis of gedeeltelike gratis etes en losies, alhoewel die maksimum bystand aan 'n lid betaalbaar in 'n maand nie R50 (vyftig rand) moet oortref nie.

10. ONTBINDING VAN DIE FONDS.

(i) By die verstryking van hierdie Ooreenkoms of enige verlenging daarvan en 'n daaropvolgende ooreenkoms vir die voortsetting van die fonds wat nie aangegaan word binne 'n tydperk van twee jaar vanaf die datum van sodanige verstryking nie, of as die fonds nie binne sodanige tydperk deur die Raad na enige ander fonds, ingestel vir dieselfde doel as dié waarvoor die oorspronklike fonds ingestel is, oorgedra word nie, word die fonds gelikwideer. Gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit na enige ander fonds hierbo genoem, oorgedra word, word die fonds deur die bestuurskomitee geadminestreer.

(ii) Ingeval die fonds onttind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, word die fonds steeds geadminestreer deur die bestuurskomitee wat op daardie tydtydperk funksioneer. Enige vakature wat in die Komitee ontstaan, kan deur die Registrateur aangevul word uit werkgewers of werknemers, na gelang van die geval, sodat 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Komitee versker word. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte te vervul of daar 'n dooie punt ontstaan wat die administrasie van die fonds onmoontlik of onwenslik maak na die mening van die Registrateur, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee vervul, en sodanige trustee besit al die bevoegdhede van die Komitee vir sodanige doel.

By verstryking van hierdie Ooreenkoms word die fonds gelikwideer deur die Komitee wat funksioneer ingevolge hierdie subklousule of die trustee of trustees, na gelang van die geval, op dié wyse uiteengesit in subklousule (iii) van hierdie klousule, en indien die sake van die Raad reeds afgehandel en sy bates gedistribueer is by verstryking van die Ooreenkoms, word die saldo van die fonds gedistribueer soos bepaal in artikel 34 (4) van die Wet asof dit deel uitgemaak het van die algemene fondse van die Raad.

(iii) By likwidasië van die fonds ingevolge subklousule (i) van hierdie klousule, moet die gelde wat in die krediet van die fonds oorbly na die betaling van alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad inbetaal word.

11. VRYSTELLINGS.

Die bestuurskomitee kan vrystelling van enige van die bepalings van hierdie Ooreenkoms of ten opsigte van enige persoon vir 'n goeie of afdoende rede, voorwaardelik of andersins toestaan.

12. SKADELOOSSTELLING.

Die lede van die bestuurskomitee en hul plaasvervangers en die lede van enige subkomitee is nie aanspreeklik vir enige verlies aan die fonds wat voortspruit uit 'n verkeerde belegging wat te goeder trou gedoen is of weens enige optrede in hul *bona fide*-administrasie van die fonds.

13. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasies kragtens die Wet, vertoon hou in elkeen van sy bedryfs-inrigtings in 'n plek wat maklik vir sy werknemers toeganklik is.

Namens die partye op hede die 7de dag van Julie 1966, te Durban onderteken.

I. PHILIPS, *Voorsitter*.
H. BOLTON, *Ondervoorsitter*.
H. P. TREVELYAN, *Sekretaris*.

No. R. 1387.] [23 September 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, NATAL.

WYSIGING VAN HOOFOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het vanaf die tweede

(c) The initial benefits to be given to persons described in sub-clause (a) above shall be for the purpose of assisting in the education of children from Standard VI to Standard X and should the necessary funds be available at a later date, to assist in the cost of education of children over Standard X and under Standard VI.

(d) All applications for assistance from the fund shall be considered by the Management Committee on their merits and in their absolute discretion.

(e) The benefits to be provided may take the form of payments in connection with scholarships, bursaries, free tuition with or without free or partially free board and lodging, and the maximum benefits payable in any one month per member shall not exceed R50 (fifty rand).

10. DISSOLUTION OF THE FUND.

(i) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Fund not being negotiated within a period of two years from the date of such expiry or the Fund not being transferred by the Council within such period to any other Fund constituted for the same purpose as that for which the original Fund was created the Fund shall be liquidated. The Fund shall during the said period of two years or until such time as it is transferred to any other Fund referred to above be administered by the Management Committee.

(ii) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee shall possess all the powers of the Committee for such purpose.

Upon the expiration of this Agreement the Fund shall be liquidated by the Committee functioning in terms of this sub-clause, or the trustee or trustees as the case may be, in the manner set forth in sub-clause (iii) of this clause and if upon the expiration of the Agreement 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.

(iii) Upon liquidation of the Fund in terms of sub-clause (i) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration and liquidation expenses shall be paid into the general funds of the Council.

11. EXEMPTIONS.

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

12. INDEMNITY.

The members of the Management Committee and their alternates and the members of any sub-committee 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.

13. EXHIBITION OF AGREEMENT.

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

Signed at Durban on behalf of the parties this 7th day of July, 1966.

I. PHILIPS, *Chairman*.
H. BOLTON, *Vice-Chairman*.
H. P. TREVELYAN, *Secretary*.

No. R. 1387.] [23 September 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, NATAL.

AMENDMENT OF MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing

Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1967 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1967 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1967 eindig, in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Natal), om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 742 van 15 Mei 1964, soos volg te wysig:—

1. KLOUSULE 14.—REGISTRASIE VAN WERKGEWERS.

Deur hierdie klousule te skrap en dit deur die volgende te vervang:—

"14. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat dit nie reeds ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne 30 dae na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die nywerheid toetree, moet binne 7 dae nadat hy met sy werksaamhede begin het, die volgende besonderhede op skrif en deur hom onderteken, per aangetekende pos aan die Sekretaris van die Raad, Posbus 1331, Durban, stuur:—

- Die handelsnaam en besigheidsadres van die bedryfsinrigting.
- Die volle name en woonadresse van al die vennote en/of direkteure.
- Die volle naam en woonadres van die verantwoordelike bestuurder.
- Afdeling of afdelings van die Nywerheid waarby die bedryfsinrigting betrokke is.
- Datum waarop werksaamhede begin het.

(2) Skriftelike kennisgewing van enige verandering ten opsigte van enige besonderhede soos ingevolge paragrafe (a) en (e) van subklousule (1) van hierdie klousule verskaf, moet deur elke werkgewer per aangetekende pos aan die Raad gestuur word, en dié kennis moet binne 14 dae na die verandering gegee word.

(3) Elke werkgewer in die Nywerheid moet op of voor die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat tot die Nywerheid na daardie datum toetree, binne 7 dae na dié datum van die datum waarop die werkgewer werksaamhede begin het, na gelang van die geval, 'n waarborg wat aanvaarbaar vir die Raad is, by die Raad

Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1967, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1967, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

AGREEMENT

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

Natal Clothing Manufacturers' Association

(hereinafter called "the employers" or "the employers' organisation"), of the one part, and the

Garment Workers' Industrial Union (Natal)

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

being the parties to the Industrial Council for the Clothing Industry (Natal), to amend the Agreement published under Government Notice No. R. 742, dated 15th May, 1964, as follows:—

1. CLAUSE 14.—REGISTRATION OF EMPLOYERS.

By the deletion of this clause and the substitution thereof of the following:—

"14. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so in pursuance of a previous Agreement shall, within 30 days from the date upon which this Agreement comes into operation, and every employer entering the Industry after that date shall, within 7 days from the date he commenced operations, forward to the Secretary of the Council, P.O. Box 1331, Durban, by registered post, the following particulars which shall be in writing and signed by him:—

- The trading name and business address of the establishment.
- The full names and residential addresses of all partners and/or directors.
- The full name and residential address of the responsible manager.
- Section or sections of the Industry in which the establishment is engaged.
- Date of commencing operations.

(2) Written notification shall be sent by registered post to the Council by every employer of any alteration in respect of any details supplied in terms of paragraph (a) and (e) of sub-clause (1) of this clause, and such notification shall be given within 14 days of such alteration.

(3) Every employer in the Industry at the date of coming into operation of this Agreement and every employer who enters the Industry after that date shall within 7 days of such date or of the date on which such employer commenced operations as the case may be, lodge with the Council a guarantee acceptable to the Council to cover the

deponeer om die betaling van vier weke se loon aan sy werknemers, soos voorgeskryf in klousule 4 (1) (B) van hierdie Ooreenkoms te dek, asook om vier weke se heffings te dek wat betaalbaar is ingevolge klousule 19 en 27, en klousule 6 van die Voorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing No. 692 van 12 Mei 1961."

2. KLOUSULE 19.—RAADSFONDSE.

Deur hierdie klousule te skrap en dit deur die volgende te vervang:—

" 19. RAADSFONDSE.

Elke werkgever moet elke week van die verdienste van elk van sy werknemers (uitgesonderd kantoorwerknemers, handelsreisigers en werknemers in diens in bestuurshoedanigheid) vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, die volgende aftrek:—

- (a) In die geval van 'n werknemer wie se loon minder as R10.65 per week is: $\frac{1}{4}$ c.
- (b) In die geval van 'n werknemer wie se loon R10.65 of meer per week is: $1\frac{1}{4}$ c.

Die totale bedrag aldus afgetrek, moet saam met 'n gelyke bedrag wat deur die werkgever bygedra moet word, aange-stuur word, tesame met 'n lys wat besonderhede van bydraes aangee, ten einde die Sekretaris van die Raad, Posbus 1331, Durban, nie later as 10 dae na die end van elke kalendermaand te bereik nie."

3. KLOUSULE 28.

Deur klousule 28 te skrap.

Namens die partye op hede die 7de dag van Julie 1966, te Durban onderteken.

I. PHILIPS, *Voorsitter*.
H. BOLTON, *Ondervoorsitter*.
H. P. TREVELYAN, *Sekretaris*.

No. R. 1388.] [23 September 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

KLERASIENYWERHEID, NATAL.

WYSIGING VAN VOORSORGFONDS-OOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Desember 1966 eindig, bindend is vir die werkgeversorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Desember 1966 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepaling van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 Desember 1966 eindig, in die landdrosdistrikte Durban, Inanda, Pinetown, Pietermaritzburg en Lower Tugela, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgevers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

payment of four weeks' wages as prescribed in clause 4 (1) (B) of this Agreement for his employees and also to cover four weeks' levies due in terms of clauses 19 and 27, and clause 6 of the Provident Fund Agreement published under Government Notice No. 692, dated 12th May, 1961."

2. CLAUSE 19.—COUNCIL FUNDS.

By the deletion of this clause and the substitution thereof of the following:—

" 19. COUNCIL FUNDS.

Every employer shall deduct each week from the earnings of each of his employees (other than office employees, travellers, and employees engaged in a managerial capacity) for whom minimum wages are prescribed in the Agreement—

- (a) In the case of an employee whose wages is less than R10.65 per week: $\frac{1}{4}$ c.
- (b) In the case of an employee whose wages is R10.65 or more per week: $1\frac{1}{4}$ c.

The total amount so deducted, together with an equal amount which shall be contributed by the employer shall be forwarded together with a list detailing particulars of contributions, so as to reach the Secretary of the Council, P.O. Box 1331, Durban, not later than 10 days after the end of each calendar month."

3. CLAUSE 28.

By the deletion of clause 28.

Signed at Durban on behalf of the parties this 7th day of July, 1966.

I. PHILIPS, *Chairman*.
H. BOLTON, *Vice-Chairman*.
H. P. TREVELYAN, *Secretary*.

No. R. 1388.] [23 September 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

CLOTHING INDUSTRY, NATAL.

AMENDMENT OF PROVIDENT FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 3rd December, 1966, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 3rd December, 1966, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of Durban, Inanda, Pinetown, Pietermaritzburg and Lower Tugela and from the second Monday after the date of publication of this notice and for the period ending the 3rd December, 1966, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan tussen die

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Natal), om die Voorsorgfondsooreenkoms gepubliseer by Goewermentskennisgewing No. 692 van 12 Mei 1961, soos hernieu by Goewermentskennisgewing No. R. 803 van 4 Junie 1965, as volg te wysig:—

1. KLOUSULE 6.—BYDRAES.

Deur die woord "bydraer" te vervang deur die woord "lid" waar dit ook al in subklousules (vi), (vii) en (ix) voorkom.

2. KLOUSULE 7.—FINANSIES.

Deur subklousule (ii) te skrap en dit deur die volgende te vervang:—

(ii) Gelde wat nie onmiddellik nodig is om lopende koste van die Fonds te bestry nie, moet deur die bestuurskomitee in of by die volgende belê word:—

(a) Bouverenigings of banke onderskeidelik geregistreer ingevolge die Wet op Bouverenigings, 1965 of die Wet op Banke, 1965, die Nasionale Finansierings-korporasie van Suid-Afrika ingestel ingevolge die Wet op die Nasionale Finansieringskorporasie, 1949, of die Pospaarbank;

(b) wissels, skuldbriewe of sekuriteite wat deur die Regering van die Republiek van Suid-Afrika of 'n provinsiale administrasie uitgereik of gewaarborg is;

(c) wissels, skuldbriewe of sekuriteite uitgereik of gewaarborg deur of deposito's by 'n plaaslike owerheid in die Republiek van Suid-Afrika wat kragtens wet die bevoegdheid het om belastinge op vaste eiendom te hef;

(d) wissels, skuldbriewe of sekuriteite uitgereik of gewaarborg deur die Randse Waterraad of die Elektrisiteitsvoorsieningskommissie of deur 'n instelling wat, volgens die mening van die Registrateur van Pensioenfondse wat ingevolge die Wet op Pensioenfondse, 1956 aangestel is, finansiëel gesond is en deur hom goedgekeur is;

(e) deposito's by of obligasies gekwoteer op 'n effektebeurs in die Republiek van Suid-Afrika wat deur die Land- en Landboubank van Suid-Afrika uitgereik is;

(f) Suid-Afrikaanse Reserwebankeffekte;

(g) eerste verbande op vaste eiendom wat deur die bestuurskomitee goedgekeur is; met dien verstande dat—

(aa) die bestuurskomitee 'n beëdigde waardering van die eiendom moet verkry van 'n persoon wat deur die bestuurskomitee benoem is, op voorwaarde dat niemand wat direkte of indirekte finansiële belang by die saak het, as waardeerder aangestel mag word nie en dat die waardering gebaseer moet word op persoonlike inspeksie van die eiendom deur die waardeerder en op 'n voorgeskrewe vorm aangeteken moet word; en met dien verstande dat geen sodanige belegging ten opsigte van enige eiendom waarby 'n lid van die Raad direk of indirek finansiële belang het, goedgekeur mag word nie;

(bb) die verbande mag hoogstens vyf-en-sewentig persent van die waardering wees;

(cc) die Bestuurskomitee mag hoogstens 'n bedrag van R120,000 in een verband belê;

of op enige ander manier goedgekeur deur die Nywerheidsregistrateur.

3. KLOUSULE 9.—BEDRAG VAN BYSTAND.

(a) Deur paragrafe (a), (b) en (c) van subklousule (1) te skrap en dit deur die volgende te vervang:—

"(a) Waar die bydraer minder as twee jaar in die fonds inbetaal het, is hy slegs op 'n terugbetaling van sy eie bydraes geregtig.

(b) Waar die bydraer twee jaar maar minder as drie jaar in die fonds inbetaal het, is hy geregtig op 'n terugbetaling van sy eie bydraes plus 10 persent.

(c) Bo en behalwe die bystand in subklousule (1) (b) van hierdie klousule bedoel, is 'n bydraer vir elke voltooide jaar wat hy in die fonds inbetaal het, na afloop van die

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL).

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

being parties to the Industrial Council for the Clothing Industry (Natal), to amend the Provident Fund Agreement published under Government Notice No. 692, dated 12th May, 1961, as renewed by Government Notice No. R. 803 of the 4th June, 1965, as follows:—

1. CLAUSE 6.—CONTRIBUTIONS.

By the substitution of the word "contributor" for the word "member" wherever it appears in sub-clauses (vi), (vii) and (ix).

2. CLAUSE 7.—FINANCE.

By the deletion of sub-clause (ii) and the substitution therefor of the following:—

(ii) Moneys not immediately required to meet current charges upon the Fund shall be invested by the Management Committee in—

(a) building societies or banks registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively, the National Finance Corporation of South Africa established under the National Finance Corporation Act, 1949, or the Post Office Savings Bank;

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

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

(d) bills, bonds or securities issued or guaranteed by the Rand Water Board or the Electricity Supply Commission or by any institution which is, in the opinion of the Registrar of Pension Funds appointed in terms of the Pension Funds Act, 1956, financially sound and which has been approved by him;

(e) deposits with, or debentures quoted on a stock exchange in the Republic of South Africa issued by, the Land and Agricultural Bank of South Africa;

(f) South African Reserve Bank stock;

(g) first mortgages on immovable property approved by the Management Committee, provided that—

(aa) the Management Committee shall obtain a sworn appraisal of the property by a person nominated by the Management Committee, on condition that no person who has any direct or indirect financial interest in the matter shall be appointed as an appraiser and that the appraisal shall be based on a personal inspection of the property by the appraiser and recorded on a prescribed form; and provided that no such investment shall be approved in respect of any property in which any member of the Council has any direct or indirect financial interest.

(bb) the mortgages shall not exceed 75 per cent of the appraisal;

(cc) the Management Committee shall not invest in any one mortgage a sum exceeding R120,000;

or in any other manner approved by the Industrial Registrar.

3. CLAUSE 9.—AMOUNT OF BENEFITS.

(a) By the deletion of paragraphs (a), (b) and (c) of sub-clause (1) and the substitution thereof of the following:—

"(a) Where a contributor has paid into the Fund for less than two years he shall be entitled only to a refund of his own contributions.

(b) Where the contributor has paid into the Fund for two years but less than 3 years, he shall be entitled to a refund of his own contributions plus 10 per cent.

(c) In addition to the amounts referred to in sub-clause (1) (b) of this clause, a contributor shall for each completed year he has paid into the Fund, after the completion of the first two years, be entitled to a further

(b) Deur die woorde "lede van die Fonds is" in subklousule (2) (a) te vervang deur die woorde "bygedra het tot die Fonds".

(c) Deur die woorde "n lid van die Fonds is" in subklousule (3) te vervang deur die woorde "inbetaal het in die Fonds".

(d) Deur die woorde "lede van die Fonds is" in paragraaf (a) van subklousule (5) te vervang deur die woorde "bygedra het tot die Fonds".

(e) Deur die voorbehoudsbepaling van subklousule (5) (b) te skrap, en dit deur die volgende te vervang:—

"met dien verstande dat in die geval van 'n bydraer wat andersins vir bystand gekwalifiseer het ingevolge hierdie subklousule maar wat minder as vyf jaar, maar meer as 3½ jaar, tot die fonds bygedra het, die Komitee na sy goedvinde betaling van bystand kan magtig gelyk met die bedrag wat die bydraer sou ontvang het indien hy 5 jaar bygedra het, min 25 persent".

4. KLOUSULE 10.—BETALING VAN BYSTAND.

Deur die woord "lid" waar dit ook al in subklousules (v) en (x) voorkom, deur die woord "bydraer" te vervang.

5. KLOUSULE 11.—ADDISIONELE BYSTAND.

Deur die woord "lede" in subklousule (i) te vervang deur die woord "bydraers".

6. AANHANGSEL D.

Deur die woorde "Hoelank al lid van" te vervang deur die woorde "(Tydperk waartydens bydraes betaal is aan)".

7. AANHANGSEL F.

Deur aanhangsel F deur die volgende te vervang:—

"AANHANGSEL F.

Die Sekretaris,
Die Bestuurskomitee,
Voorsorgsfonds vir die Klerasiennywerheid, Natal,
Posbus 1331, Durban.

AANSOEK OM DIE REG OM BYDRAES TE MAAK, TE BEHOU.

Van Voorheen
Voorname
Adres
Dienrekordkaartno.
In diens by

By bereiking van die ouderdom van.....(55, vrou; 60, man) doen ek hierby aansoek om die reg te behou om bydraes te maak tot die ouderdom bepaal in klousule 6 (i) van die Voorsorgfondsooreenkoms.

Getuie.....

Handtekening.....

Datum.....

8. AANHANGSEL G.

Deur die woord "lid" te vervang deur die woord "bydraer".

Namens die partye geteken:—

I. PHILIPS, *Voorsitter.*
H. BOLTON, *Ondervoorsitter.*
H. P. TREVELYAN, *Sekretaris.*

Gedateer te Durban op hede die 23ste dag van Junie 1966.

(b) By the substitution of the words "contributed to" for the words "been members of" in sub-clause (2) (a).

(c) By the substitution of the words "paid into" for the words "been a member of" in sub-clause (3).

(d) By the substitution of the words "contributed to" for the words "been members of" in paragraph (a) of sub-clause (5).

(e) By the deletion of the proviso to sub-clause (5) (b) and the substitution thereof of the following:—

"provided that in the case of a contributor who otherwise qualified for benefits in terms of this sub-clause but who has contributed to the Fund for less than 5 years, but more than 3½ years, the Committee in its discretion may authorise payment of benefits equivalent to the amount which the contributor would have received if he had contributed for 5 years, less 25 per cent".

4. CLAUSE 10.—PAYMENT OF BENEFITS.

By the substitution of the word "contributor" for the word "member" wherever it appears in sub-clauses (v) and (x).

5. CLAUSE 11.—ADDITIONAL BENEFITS.

By the substitution of the word "contributors" for the word "members" in sub-clause (i).

6. ANNEXURE D.

By the substitution of the words "Period contributions were paid to" for the words "Length of Membership of".

7. ANNEXURE F.

By the substitution of the following for Annexure F:—

"ANNEXURE F.

The Secretary,
The Management Committee,
Clothing Industry, Natal, Provident Fund,
P.O. Box 1331, Durban.

APPLICATION TO RETAIN RIGHT TO CONTRIBUTE.

Surname..... Formerly.....
First Names.....
Address.....
Record of Service Card No.
Employed at.....

Having reached the age of (55, female; 60, Male)
I hereby apply to retain the right to contribute until the age specified in clause 6 (i) of the Provident Fund Agreement.

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

8. ANNEXURE G.

By the substitution of the word "contributor" for the word "member".

Signed on behalf of the parties.

I. PHILIPS, *Chairman.*
H. BOLTON, *Vice-Chairman.*
H. P. TREVELYAN, *Secretary.*

Dated at Durban this 23rd day of June, 1966.

INHOUD.

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