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WET OP NYWERHEIDSVERSOENING, 1956

**KLERASIENYWERHEID, KAAP.—
GEBEURLIKHEIDSFONDSOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1980 eindig, bindend is vir die werkgewers-organisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 6 (6) en 11, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1980 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 6 (6) en 11, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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.

No. R. 1450

1 August 1975

INDUSTRIAL CONCILIATION ACT, 1956

**CLOTHING INDUSTRY, CAPE. — CONTINGENCY
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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1980, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (6) and 11, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1980, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (6) and 11, 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
(KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Klerasienywerheid—

(a) deur die werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is; (b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Worcester en George.

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

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

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge artikel 48 (1) van die Wet mag vasstel en bly van krag tot 31 Desember 1980 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms of in die Hoof-ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet of Ooreenkoms en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

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

"Fonds" die Gebeurlikheidsfonds van die Klerasienywerheid (Kaap) wat ingevolge hierdie Ooreenkoms ingestel word;

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

"George-ooreenkoms" die Ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers in die Nywerheid in die landdrosdistrik George;

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

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

"Hofooreenkoms" die Ooreenkoms van die Raad waarin lone voorgeskryf word vir werknemers wat in die Nywerheid werksaam is, uitgesonderd in die landdrosdistrik George en behalwe dié wat in diens is van die Brei- en Dameskousafdelings;

"Sekretaris" die Sekretaris van die Raad en omvat dit enige amptenaar wat aangestel word om die Sekretaris behulpsaam te wees;

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

4. GEBEURLIKHEIDSFONDS

Hierby word 'n Gebeurlikheidsfonds ingestel (hierna die "Fonds" genoem) met die doel om aan werknemers bystand te verleen soos in hierdie Ooreenkoms uiteengesit.

Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;

(b) rente verkry uit die belegging van geld van die Fonds;

(c) ander bedrae waarop die Fonds geregtig mag word.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

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

- 1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by the employers and the employees who are members of the employers' organisations and trade union respectively;

(b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood, Bellville, Somerset West, Strand, Worcester and George.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement, the George Agreement, the Knitting Division Agreement, or the Ladies' Hosiery Agreement;

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force until 31 December 1980 or for such period as may be determined by him.

3. DEFINITIONS

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

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

"Fund" means the Cape Clothing Industry Contingency Fund established under this Agreement;

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

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

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

"Ladies' Hosiery Division Agreement" means the Agreement of the Council which prescribes wages for employees employed in the Ladies' Hosiery Division of the Industry;

"Main Agreement" means the Agreement of the Council which prescribes wages for employees employed in the Industry, other than in the Magisterial District of George and those employed in the Knitting and Ladies Hosiery Divisions;

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

"wage" means the amount of money payable to an employee in respect of his ordinary hours of work.

4. CONTINGENCY FUND

There is hereby established a Contingency Fund (hereinafter referred to as the "Fund") for the purpose of providing benefits to employees as set out in this Agreement.

The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of this Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other sums to which the Fund may become entitled.

5. STIGTING EN FUNKSIES VAN BESTUURSKOMITEE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee (in hierdie Ooreenkoms die Bestuurskomitee of die Komitee genoem) wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat deur die Nywerheidsraad vir die Klerasienywerheid (Kaap) op 'n behoorlik gekonstitueerde vergadering van die Raad aangestel is, saam met die Voorsitter en Ondervoorsitter van die Raad, wat ampshalwe lede van die Bestuurskomitee is.

(2) Daar moet vir elke verteenwoordiger 'n plaasvervanger aangestel word op die wyse bepaal in artikel 10 (1) van die Raad se konstitusie, soos gewysig.

(3) Twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers vorm 'n kworum en alle sake word deur 'n meerderheidstem beslis. Die Voorsitter het slegs 'n beraadslagende stem. Plaasvervangers van lede wat afwesig is, mag vir die doeleindes van 'n kworum as volle verteenwoordigers gereken word, en indien daar binne 30 minute na die vasgestelde tyd geen kworum is nie, moet die vergadering verdaag word tot 'n datum hoogstens sewe dae daarna, wat deur die Voorsitter bepaal word. Op 'n vergadering wat as gevolg van so 'n verdaging op 'n later datum gehou word en waarvan lede skriftelik in kennis gestel moet word, vorm die lede wat teenwoordig is 'n kworum. Vir die doel van 'n kworum moet die Voorsitter en die Ondervoorsitter van die Raad, indien teenwoordig, geag word verteenwoordigers te wees.

(4) Indien 'n verteenwoordiger van 'n vergadering afwesig is en nie deur 'n plaasvervanger verteenwoordig word nie, moet die stemkrag van die kant wat hy verteenwoordig, verminder word en moet die stemkrag van die ander kant dienooreenkomstig verminder word ten einde gelyke stemkrag te handhaaf. Geen voorstel mag oorweeg word nie tensy dit gesekondeer is, en alle sake wat die onderwerp van voorstelle uitmaak, moet deur 'n meerderheidstem van die aanwesiges beslis word.

(5) Alle uitgawes in verband met die administrasie van die Fonds en die verskaffing van bystand aan werknemers in die Nywerheid moet deur die Fonds gedra word.

(6) Die Bestuurskomitee het die bevoegdheid om—

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

(b) besoldigde amptenare van die Fonds aan te stel en af te dank, hul besoldiging vas te stel en hul pligte te bepaal in ooreenplegting met die Personeelkomitee van die Raad;

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

(d) dié reëls wat vereis mag word, op te stel vir die suksesvolle administrasie van die Fonds;

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

Twee kopieë van enige van die reëls van die Fonds en alle wysigings daarvan moet by die Sekretaris van die Raad ingedien word, en hy moet een kopie aan die Sekretaris van Arbeid stuur.

6. BYDRAES DEUR WERKGEWERS TOT DIE FONDS

(1) Behoudens subklousules (6) en (7), moet elke werkgewer met ingang van die eerste betaalweek nadat hierdie Ooreenkoms in werking tree, ten opsigte van elke werknemer in sy diens 3c per werknemer per week bydrae en die betrokke bedrag maandeliks voor of op die 14de dag van die daaropvolgende maand aan die Sekretaris van die Raad stuur, by sodanige adres as wat deur die Raad in kennis gestel is.

(2) Elke werknemer moet tesame met die bedrag wat in subklousule (1) bedoel word, 'n opgawe aan die Raad stuur van die getal werknemers by hom in diens vir gedurende elke week van elke kalendermaand, op die vorm deur die Raad verskaf in die vorm van Aanhangsel G van die Hoof-ooreenkoms.

(3) Wanneer 'n werknemer met verlof is met volle besoldiging of minder as volle besoldiging en/of wanneer 'n werknemer korttyd werk, moet die werkgewer se bydrae nogtans betaal word.

(4) Indien 'n bydrae foutiewelik aan die Fonds betaal word, is die Fonds na verloop van ses maande vanaf die datum van sodanige betaling, nie verplig om dié bydrae terug te betaal nie.

(5) 'n Werkgewer mag nie die hele of enige gedeelte van sy bydrae van die verdienste van 'n werknemer aftrek of enige vergoeding ten opsigte van sodanige bydrae van sy werknemer ontvang nie.

(6) Indien 'n werkgewer 'n lid van die "Cape Clothing Manufacturers' Association" of die "Cape Knitting Industry Association" is, na gelang van die geval, en die betrokke werkgewersorganisasie 'n waarborg wat vir die Raad aanvaarbaar is, indien, wat in die geval van insolvensie van sy lede, laste borg aan die betrokke werknemers gelykstaande met een week se lone en drie weke se vakansiebesoldiging, word hy vrygestel van die noodsaaklikheid om bydraes ingevolge subklousule (1) aan die Fonds te betaal.

5. ESTABLISHMENT AND FUNCTION OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a Management Committee (in this Agreement referred to as the Management Committee or the Committee) consisting of three employers' representatives and three employees' representatives appointed by the Industrial Council for the Clothing Industry at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the Management Committee.

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

(3) Two employers' representatives and two employees' representatives shall constitute a quorum and all matters shall be determined by a majority of votes. The Chairman shall have a deliberative vote only. Alternates of members who are absent may be counted as full representatives for the purposes of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting shall 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.

(4) If any representative is absent from any meeting and is not represented by an alternate, the voting power of the side he represents shall be reduced and a similar reduction shall be made on the other side to preserve equality of voting power. No motion shall be considered unless seconded, and all matters forming the subject of motions shall be decided by majority vote of those present.

(5) All expenses in connection with the administration of the Fund and the provision of benefits to employees in the Industry shall be a charge on the Fund.

(6) The Management Committee shall have power to—

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

(b) engage and dismiss paid employees of the Fund, fix their remuneration and define their duties in consultation with the Staff Committee of the Council;

(c) appoint subcommittees to assist in the administration of the Fund;

(d) draft such rules as may be required for the successful 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.

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

6. EMPLOYER CONTRIBUTIONS TO THE FUND

(1) Save as provided in subclauses (6) and (7), every employer shall from the first pay-week after this Agreement comes into operation, contribute in respect of each employee in his employ an amount of 3c per employee per week and shall forward month by month and not later than the 14th day of the ensuing month, the amount involved to the Secretary of the Council, at such address as advised by the Council.

(2) Every employer shall, together with the sum referred to in subclause (1), submit a return to the Council of the number of employees employed by him during each week of each calendar month on the form supplied by the Council in the form of Annexure G to the Main Agreement.

(3) When an employee is on leave on full pay or less than full pay and/or when an employee is on short-time, the employer's contribution shall be continued.

(4) 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.

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

(6) Where an employer is a member of the Cape Clothing Manufacturers' Association or the Cape Knitting Industry Association, as the case may be, and the Association concerned lodges a guarantee acceptable to the Council covering liabilities, in the case of insolvency, of its members to their employees involved to the extent of one week's wages and three weeks' holiday pay, he shall be exempted from the necessity of contributing to the Fund in terms of subclause (1).

(7) 'n Werkgewer, behalwe 'n werkgewer in subklousule (6) bedoel, wat 'n waarborg gee by wyse van 'n bankierswaarborg of ander waarborg wat vir die Raad aanvaarbaar is, wat in die geval van insolvensie van sy firma laaste dek aan sy werknemers gelykstaande met een week se lone en drie weke se vakansiebesoldiging, word vrygestel van die noodsaaklikheid om bydraes ingevolge subklousule (1) aan die Fonds te betaal.

7. FINANSIES

(1) Alle geld wat deur die Fonds ontvang word, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle geld in die Fonds ontvang en betalings uit die Fonds moet geskied per tjek wat deur dié persone onderteken is wat van tyd tot tyd deur die Bestuurskomitee daartoe gemagtig word.

(2) Alle geld wat nie nodig is om lopende uitgawes te dek nie, moet deur die Bestuurskomitee belê word in—

(a) wissels, obligasies of effekte uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika;

(b) wissels, obligasies of effekte uitgereik of gewaarborg deur deposito's by enige plaaslike owerheid in die Republiek van Suid-Afrika wat regtens gemagtig is om belastinge op vaste eiendomme te hef;

(c) wissels, obligasies of effekte uitgereik deur die Randwateraad, die S.A. Yster en Staal Industriële Korporasie Bepok of die Elektriesiteitsvoorsieningskommissie;

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

(e) Nasionale Spaarsertifikate;

(f) Poskantoor spaarrekenings of -sertifikate;

(g) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke; of

(h) op enige ander wyse wat deur die Registrateur goedgekeur is.

(3) Die Bestuurskomitee moet 'n openbare rekenmeester aanstel en sy besoldiging moet uit die Fonds betaal word.

(4) Die rekeninge moet elke 12 maande geouditeer word vir die tydperk wat op 31 Desember eindig en 'n kopie van die rekeninge moet aan die Sekretaris van Arbeid gestuur word.

8. BYSTAND

(1) *Gewone bystand.*—Werknemers vir wie lone in die Hoof-, Breiafdeling-, Dameskousafdeling- en George-ooreenkomste voorgeskryf word, moet bedrae betaal word gelyk aan die bedrae van hul eise teen die insolvente boedel van hul werkgewer ten opsigte van enige voorkeureise ingevolge die Insolvensiewet, 1936 (Wet 24 van 1936), soos gewysig. Met dien verstande dat die eise van sodanige werknemers aan die Fonds gesedeer word.

Vir die toepassing van hierdie subklousule beteken "bedrae van hul eise" die verlies van lone vir die laaste week se diens by sodanige werkgewer, hetsy in die geheel of gedeeltelik, en/of vakansiebesoldiging en/of pro rata-vakansiebesoldiging vir die laaste 12 maande diens of minder by sodanige werkgewers, waarop sodanige werknemers kragtens die toepaslike ooreenkoms wat op daardie tydstop van krag is, geregtig geword het.

(2) *Spesiale bystand.*—Die Bestuurskomitee kan magtiging daartoe verleen dat die rente wat ingevolge klousule 7 (2) uit beleggings verkry word, na 'n Rekening vir Spesiale Gevalle oorgeplaas word. Die doel daarvan sal wees om spesiale bystand aan werknemers te betaal wat as gevolg van die verdwyning van sodanige werknemers se werkgewer, hul loon vir die laaste week se diens by sodanige werkgewer, hetsy in die geheel of gedeeltelik en/of hul vakansiebesoldiging en/of pro rata-vakansiebesoldiging vir die laaste 12 maande diens of minder by sodanige werkgewer, waarop die betrokke werknemers kragtens die toepaslike ooreenkoms wat op daardie tydstop van krag is, geregtig geword het, verloor het.

9. ONTBINDING VAN FONDS

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Fonds steeds geadminestreer word deur die Bestuurskomitee totdat dit of gelikwyder of deur die Raad oorgeplaas word na 'n ander fonds of fondse of ander liggaam wat in die lewe geroep is vir hoofsaaklik dieselfde doeleindes waarvoor hierdie Fonds gestig is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, binne een jaar na verstryking van hierdie Ooreenkoms aangegaan word nie, of die Fonds nie soos voornoem binne sodanige tydperk oorgeplaas word nie, die Fonds gelikwyder moet word.

(2) Ingeval die Raad gedurende die geldigheidsduur van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstryking van die tydperk van een jaar bedoel in subklousule (1), ontbind word, dan, ondanks enige andersluidende bepaling in hierdie Ooreenkoms, moet bydraes tot die Fonds gestaak word met ingang van die dag na die datum waarop die kennisgewing van die ontbinding van die Raad ingevolge artikel

(7) Any employer, other than the employer referred to in subclause (6), who gives a guarantee, by way of a banker's guarantee or other guarantee acceptable to the Council, covering liabilities in the case of the insolvency of his firm, to his employees to the extent of one week's wages and three week's holiday pay, shall be exempted from the necessity of contributing to the Fund in terms of subclause (1).

7. FINANCE

(1) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and payments from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Management Committee.

(2) Any moneys not required to meet current payments shall be invested by the Management Committee in—

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

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

(c) bills, bonds or securities issued by the Rand Water Board, the S.A. Iron and Steel Industrial Corporation Limited or the Electricity Supply Commission;

(d) approved trust investments accepted by the Master of the Supreme Court;

(e) National Savings Certificates;

(f) Post Office savings accounts or certificates;

(g) savings accounts, permanent shares or fixed deposits in building societies or banks; or

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

(3) The Management Committee shall appoint a public accountant whose remuneration shall be paid out of the Fund.

(4) The accounts shall be audited every 12 months for the period ended 31 December and a copy shall be transmitted to the Secretary for Labour.

8. BENEFITS

(1) *Ordinary benefits.*—Employees for whom wages are prescribed in the Main, Knitting Division, Ladies' Hosiery Division and George Agreements shall be paid amounts equal to the amounts of their claims against the insolvent estate of their employer in respect of any preferential claims in terms of the provisions of the Insolvency Act, 1936 (Act 24 of 1936): Provided that the claims of such employees shall be ceded to the Fund.

For the purposes of this subclause, "amount of their claims" mean the loss of wages, either in full or in part, for the last week's employment with an employer and/or holiday pay and/or pro rata holiday pay for the last 12 months' employment or less with an employer, to which employees have become entitled in terms of the relevant agreement in force at the time.

(2) *Special benefits.*—The Management Committee may authorise the transfer of interest earned on investments in terms of clause 7 (2) to a Special Cases Account. The purpose thereof shall be to pay special benefits to employees who, as a result of the disappearance of their employer, have lost, either in full or in part, their wages for the last week's employment with such employer and/or their holiday pay and/or their pro rata holiday pay for the last 12 months' employment or less with such employer, to which the employees concerned have become entitled in terms of the relevant agreement in force at the time.

9. DISSOLUTION OF FUND

(1) In the event of the expiry of this Agreement by effluxion of time or cessation or any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other fund or funds or other body constituted for substantially the same purposes for which this Fund was created: Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated.

(2) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiry of the period of one year referred to in subclause (1), 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

34 (2) van die Wet in die *Staatskoerant* gepubliseer word en moet die Fonds op die wyse wat in klousule 10 van hierdie Ooreenkoms bepaal word, gelikwider word: Met dien verstande dat die pligte in verband met sodanige likwidasië deur die Kaapse Kamer van Nywerhede of dié ander liggaam of persoon wat die Registrateur mag benoem, verrig moet word.

10. LIKWIDASIE

Wanneer die Fonds kragtens klousule 9 gelikwider word, moet die geld wat in die krediet van die Fonds bly staan na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-uitgawes, in die algemene fondse van die Raad gestort word. Indien die Raad reeds ontbind en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad vorm.

11. AGENTE

Die Raad mag een of meer persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is die plig van elke werkgewer om sodanige persoon (persone) toe te laat om sy bedryfsinrigting binne te gaan en dié ondersoek in te stel en dié dokumente, boeke, betaalstate en betaalkoervertes te ondersoek, en dié individue te ondervra wat nodig geag mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word.

12. VRYSTELLINGS

Die Raad kan om 'n goeie of afdoende rede aan of ten opsigte van enige persoon voorwaardelik of andersins vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

13. VRYWARING

Die lede van die Bestuurskomitee en hul plaasvervangers is nie aanspreeklik nie vir enige verlies wat die Fonds mag ly weens enige onbehoorlike belegging wat te goeder trou gemaak is of weens enige optrede in hul bona fide-administrasie van die Fonds of weens die nalatigheid of bedrog van enige agent of werknemer wat in die Fonds se diens is, afgesien daarvan of die indiensneming van sodanige agent of werknemer streng noodsaaklik was of nie, of weens enige bona fide-optrede of -versuim van die kant van sodanige lede of plaasvervangers of van sodanige plaaslike verteenwoordigers, of weens enige ander saak of ding, uitgesonderd 'n individuele, voorbedagte, of bedrieglike onregmatige daad van die kant van sodanige lede of plaasvervangers of van die kant van sodanige plaaslike verteenwoordigers wat aanspreeklik gehou mag word. Enige sodanige lid of plaasvervanger, en enige sodanige plaaslike verteenwoordiger moet deur die Fonds vergoed word vir enige koste wat deur hom aangegaan is as verweerder in 'n geding, hetsy sivil of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

Namens die partye op hede die 30ste dag van April 1975 te Kaapstad onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

Gazette of the notice of dissolution of the Council in terms of section 34 (2) of the Act and the Fund shall be liquidated in the manner laid down in clause 10 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 Registrar may appoint.

10. LIQUIDATION

Upon liquidation of the Fund in terms of clause 9, 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 general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

11. 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.

12. 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.

13. INDEMNITY

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

Signed at Cape Town on behalf of the parties this 30th day of April 1975.

A. M. ROSENBERG, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

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