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VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 340

2 Maart 1984

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, TRANSVAAL.—
FONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 (1), 9 en 13, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1985 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(TRANSVAAL)

FONDSOOREENKOMS

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

Transvaal Clothing Manufacturers' Association

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

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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 340

2 March 1984

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, TRANSVAAL.—FUND
AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 (1), 9 and 13, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(TRANSVAAL)

FUND AGREEMENT

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

Transvaal Clothing Manufacturers' Association

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

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Garment Workers' Union of South Africa

en die

National Union of Clothing Workers (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Klerasiennywerheid (Transvaal) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en die Klerasiennywerheid uitoefen en deur alle werknemers wat lede van die vakverenigings is en in dié Nywerheid in diens is;

(b) in die provinsie Transvaal.

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms, behoudens paragrawe (b) en (c), slegs van toepassing op werknemers vir wie lone in die Hoofdooreenkoms van die Raad voorgeskryf word;

(b) is klousules 5, 6, 7 en 10 behoudens paragraaf (c), van toepassing op 'n werknemer in die Nywerheid vir wie geen lone in die Hoofdooreenkoms voorgeskryf word nie, indien so 'n werknemer en sy werkgever onderling skriftelik daaroor ooreengekom het;

(c) is klousule 5 slegs van toepassing op werkgewers en werknemers in die landdrosdistrikte Randfontein, Krugersdorp, Randburg, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Klerksdorp, Pretoria, Rustenburg en Wonderboom.

(3) By die toepassing van subklousule (2) (b) word 'n verwysing na werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word, geag werknemers in te sluit wat in daardie Ooreenkoms bedoel word, en 'n verwysing na die loon wat vir 'n werknemer voorgeskryf word, word geag dié werknemer se werklike loon te bedoel.

2. GELDIGHEIDSDUUR

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel 48 (1) van die Wet bepaal, en bly van krag tot 31 Desember 1985 of vir dié tydperk of tydperke wat hy bepaal.

(2) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, en ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan is nie, moet die Voorsorgfonds soos ingestel en voortgesit ingevolge klousule 10 gelikwyder word asof die werknemers uit die diens van die Nywerheid getree het.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Klerasiennywerheid" of "Nywerheid" kleremakery, die maak van alle klasse bo- en onderklere, met inbegrip van nagklere, en alle klasse mans- en seunshoede en -pette van tweed en linne, dasse, en die maak van alle klasse kledingstukke op bestelling van 'n staatsdepartement, provinsiale administrasie, die Suid-Afrikaanse Vervoerdienste of plaaslike owerhede, maar omvat dit nie kleremakery-op-maat en die vervaardiging van klere wat van pels en velle gemaak word nie;

"Opleidingsfonds van die Klerasiennywerheid" die Opleidingsfonds ingestel en geadminestreer ooreenkomstig reëls wat ingevolge die konstitusie van die Federasie gemaak is;

"bydraer" vir die doeleindes van klousule 10 van hierdie Ooreenkoms, 'n werknemer met minstens ses maande ondervinding vir wie 'n minimum loon in die Hoofdooreenkoms voorgeskryf word, en omvat dit iemand wat ingevolge klousule 10 (4) (b) van hierdie Ooreenkoms tot die Fonds toegelaat word, maar nie ook 'n werknemer in die Nywerheid wat weens sy diensvoorwaardes 'n bydraer is tot 'n pensioen- of voorsorgfonds wat deur die Registrateur van Pensioenfondse ingevolge artikel 4 van Wet 24 van 1956 geregistreer en deur die Direkteur-generaal van Finansies ingevolge die Inkomstebelastingwet, Wet 58 van 1962, en die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) goedgekeur is nie;

"Raad" die Nywerheidsraad vir die Klerasiennywerheid (Transvaal), geregistreer kragtens die Nijverheid Verzoenings Wet, 1924, en wat geag word kragtens die Wet op Arbeidsverhoudinge, 1956, geregistreer te wees;

Garment Workers' Union of South Africa

and the

National Union of Clothing Workers (S.A.)

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

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

1. SCOPE OF APPLICATION

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

(a) by all employers who are members of the employers' organisation and are engaged in the Clothing Industry, and by all the employees who are members of the trade unions and are employed in that Industry;

(b) in the Province of the Transvaal.

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall, subject to paragraphs (b) and (c), apply only in respect of employees for whom wages are prescribed in the Council's Main Agreement;

(b) the provisions of clauses 5, 6, 7 and 10 shall, subject to paragraph (c), apply in respect of any employee in the Industry for whom no wages are prescribed in the Main Agreement if such employee and his employer have mutually agreed thereto in writing;

(c) the provisions of clause 5 shall apply only to employers and employees in the Magisterial Districts of Randfontein, Krugersdorp, Randburg, Roodepoort, Johannesburg, Alberton, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Klerksdorp, Pretoria, Rustenburg and Wonderboom.

(3) For the purposes of subclause (2) (b), any reference to employees for whom wages are prescribed in the Main Agreement shall be deemed to include employees referred to in that Agreement and any reference to the wage prescribed for an employee shall be deemed to be a reference to such employee's actual wage.

2. PERIOD OF OPERATION

(1) 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 1985 or for such period or periods as may be determined by him.

(2) Upon the expiration 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 expiration of this Agreement or any extension thereof, the Provident Fund established and continued in terms of the provisions of clause 10 shall be liquidated, as though the employees had left the Industry.

3. DEFINITIONS

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

"Clothing Industry" or "Industry" means dressmaking, the making of all classes of outer and undergarments, including nightwear, and all classes of men's and boys' tweed and linen hats and caps, ties, and the making of all classes of garments to the order of any government department or provincial administration, the South African Transport Services or local authorities, but excludes bespoke tailoring and the manufacture of wearing apparel made from furs or pelts;

"Clothing Industry Training Fund" means the Training Fund established and administered in accordance with rules made in terms of the constitution of the Federation;

"contributor" for the purposes of clause 10 of this Agreement, means any employee for whom minimum wages are prescribed in the Main Agreement, who has had not less than six months' experience, and includes any person admitted to the Fund in terms of clause 10 (4) (b) of this Agreement; but shall not include any employee in the Industry who due to his conditions of employment is a contributor to a pension fund or provident fund which has been registered by the Registrar of Pension Funds in terms of section 4 of Act 24 of 1956, and has been approved by the Director-General of Finance in terms of the provisions of the Income Tax Act, Act 58 of 1962, and the Industrial Council for the Clothing Industry (Transvaal);

"Council" means the Industrial Council for the Clothing Industry (Transvaal), registered in terms of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Labour Relations Act, 1956;

"ondervinding" die totale tydperk of tydperke wat 'n werknemer in die Klerasienywerheid en/of die Kleremakery-op-maat-nywerheid en/of private kleremakery werksaam was in 'n hoedanigheid of hoedanighede ten opsigte waarvan lone in kousule 4 van die Hoofdooreenoms voorgeskryf word, en sodanige ondervinding word in elke dienskontrak geag aaneenlopend te wees vanaf die tyd waarop die werknemer by sy werkgever in diens tree tot die tyd waarop dié diens beëindig word: Met dien verstande dat wanneer 'n werknemer se ondervinding bereken word, 16 weke diens in 'n halfjaar geag word 'n hele halfjaar diens te wees: Voorts met dien verstande dat 'n leerling wat in sy eerste halfjaar diens minder as 16 weke maar meer as 13 weke ondervinding op die laaste dag van dié halfjaar gehad het, geag word die hele halfjaar in diens te gewees het: Voorts met dien verstande dat die proeftydperk van 'n werknemer ingevolge kousule 14 (1) (e) van die hoofdooreenoms geag word ondervinding te wees slegs indien die dienskontrak bekragtig word: Voorts met dien verstande dat 'n leerling-naaimasjienwerker wat die opleidingskursus vir naaimasjienwerkers by die Opleidingsraad vir die Klerasienywerheid met welslae voltooi het by voorlegging van skriftelike bewys daarvan met ses maande ondervinding gekrediteer moet word en dat 'n leerling-patroonmaker en/of -patroongraaier wat 'n tweejaaropleidingskursus van die Opleidingsraad vir die Klerasienywerheid met welslae voltooi het, by voorlegging van skriftelike bewys daarvan met 12 maande ondervinding gekrediteer moet word;

"Federasie" die National Clothing Federation of South Africa;

"Fonds", vir die doeleindes van kousule 10, die Voorsorgfonds van die Klerasienywerheid (Transvaal), ingestel by die Ooreenoms gepubliseer by Goewermentskennisgewing 1172 van 2 Augustus 1957, en by hierdie Ooreenoms voortgesit;

"Hoofdooreenoms" 'n bestaande ooreenoms vir die Klerasienywerheid (Transvaal) wat ingevolge artikel 48 van die Wet gepubliseer is en waarin lone voorgeskryf word, of by afwesigheid van sodanige Ooreenoms, die jongste loonooreenoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

"Voorsorgfonds van die Klerasienywerheid" die Voorsorgfonds in 1951 deur die Garment Workers' Union of South Africa ingestel en wat tot 20 Oktober 1956 as die Voorsorgfonds van die Garment Workers' Union bekendgestaan het;

"Sekretaris" die Sekretaris van die Raad, en omvat dit 'n amptenaar wat aangestel is om die Sekretaris hulp te verleen;

"totale weekloon" die bedrag wat in geld betaalbaar is aan 'n bydraer ten opsigte van die gewone werkure;

"Opleidingsraad" die Opleidingsraad vir die Klerasienywerheid ingestel ooreenkomstig die reëls van die Opleidingsfonds van die Klerasienywerheid waarvan daar in kousule 11 van hierdie Ooreenoms melding gemaak word;

"week" 'n tydperk van vyf werkdag;

"werkdag" 'n dag waarop werk gewoonlik in die Nywerheid verrig word.

4. FONDSE VAN DIE RAAD

Die fondse van die Raad wat by die Raad berus en deur hom geadministreer moet word, moet op ondergemelde wyse verkry word:

(1) Elke werkgever moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenoms in werking tree, 14c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenoms voorgeskryf word, maar op die eerste betaaldag in Februarie, Mei, Augustus en November van elke jaar moet 13c afgetrek word: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie.

(2) Die werkgever moet die totale bedrae aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat hy moet bydra, saam met 'n staat in die vorm van Aanhangsel B, binne sewe dae na die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(3) Indien 'n bedrag wat ooreenkomstig hierdie kousule verskuldig is nie teen die sewende dag na die vervaldatum waarop dit betaalbaar is deur die Raad ontvang word nie, moet die werknemer weekliks rente op sodanige bedrag betaal of op sodanige kleiner bedrag as wat nog nie betaal is nie, bereken teen die heersende primakoers vir oortrokke rekenings, plus 2 persent per jaar, gedeel deur 52 of gedeelte daarvan, vanaf sodanige sewende dag tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad betaling van sodanige rente of gedeelte daarvan na goeddunke kan kwytseel.

5. MEDIESE BYSTANDSVERENIGING

(1) Hierby word 'n mediese bystandvereniging voortgesit wat bekend staan as die Mediese Bystandsvereniging van die Klerasienywerheid (Transvaal), in hierdie kousule die "Vereniging" genoem.

(2) Elke werkgever moet op die betaaldag van elke week en met ingang van die eerste betaaldag nadat hierdie Ooreenoms in werking tree, 'n bedrag van 77c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenoms voorgeskryf word, uitgesonderd werknemers in subkousule 8 (a) (iii) bedoel:

"experience" means the total period or periods of employment of an employee in the Clothing Industry and/or Bespoke Tailoring Industry and/or private dressmaking in any capacity or capacities in respect of which wages are prescribed in clause 4 of the Main Agreement, and shall be deemed in each contract of service to have been continuous from the time the employee enters his employers' service until the time such service is terminated: Provided that, for the purpose of computing an employee's experience, employment for 16 weeks in any half-year shall be deemed to have been employment for the whole half-year: Provided further that a learner in his first half-year of employment having less than 16 weeks' but more than 13 weeks' experience on the last day of a half year, shall be deemed to have been in employment for the whole half-year: Provided further that the trial period of an employee in terms of clause 14 (1) (e) of the Main Agreement shall be deemed to be experience only if the contract of service is confirmed: Provided further that any learner sewing machinist who has successfully completed the sewing machinist training course at the Clothing Industry Training Board shall be credit with six months' experience, on production of written evidence thereof, and that a learner pattern maker and/or grader, who has successfully completed a two-year course of the Clothing Industry Training Board, shall be credited with 12 months' experience on production of written evidence thereof;

"Federation" means the National Clothing Federation of South Africa;

"Fund", for the purposes of clause 10, means the Provident Fund for the Clothing Industry (Transvaal), established in the Agreement published under Government Notice 1172, dated 2 August 1957, and continued under this Agreement;

"Main Agreement" means any current agreement for the Clothing Industry (Transvaal), published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"Provident Fund for the Clothing Industry" means the Provident Fund established in 1951 by the Garment Workers' Union of South Africa and known as the Garment Workers' Union Provident Fund up to 20 October 1956;

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

"total weekly wage" means the amount payable in money to a contributor in respect of the ordinary hours of work;

"Training Board" means the Clothing Industry Training Board established the terms of the Rules of the Clothing Industry Training Fund and referred to in clause 11 of this Agreement;

"week" means period of five working days;

"working day" means any day on which work is usually performed in the Industry.

4. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

(1) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct 14c from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, except that on the first pay-day of February, May, August and November of each year, 13c shall be deducted: Provided that no deduction shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(2) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him and a statement in the form of Annexure B, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.

(3) Should any amount due in terms of this clause not be received by the Council by the seventh day after the due date in respect of which it is payable, the employers shall pay weekly interest on such amount or on such lesser amounts as remains unpaid, calculated at the ruling prime overdraft rate plus 2 per cent per annum divided by 52 or part thereof from such seventh day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

5. MEDICAL BENEFIT SOCIETY

(1) There is hereby continued a medical benefit society known as the Medical Benefit Society for the Clothing Industry (Transvaal), in this clause referred to as the "Society".

(2) Every employer shall on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct from the wages of each of his employees for whom minimum wages are prescribed in this Agreement, other than employees referred to in subclause (8) (a) (iii), an amount of 77c:

Met dien verstande dat geen bedrag afgetrek moet word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bydraes afgetrek moet word nie. Die werkgewer moet die bedrae wat aldus afgetrek is, tesame met 'n bedrag deur die werkgewer bygevoeg wat gelyk is aan 55c in die geval van 'n werknemer van wie se loon 77c afgetrek is, binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(3) Behoudens hierdie klousule, moet die fondse van die Vereniging aangewend word vir geneeskundige behandeling en medisyne vir lede van die Vereniging ingeval van siekte, en moet die fondse ooreenkomstig die konstitusie van die Vereniging geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat uit vyf verteenwoordigers van die werkgewersorganisasie en vyf verteenwoordigers van die vakverenigings bestaan.

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee die konstitusie van die Vereniging te eniger tyd wysig. As daar te eniger tyd 'n geskil ontstaan oor die bepalings van die konstitusie of die administrasie van die Vereniging of 'n ander saak waaroor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak na die Nywerheidsraad verwys word, en ingeval die Raad nie tot 'n vergelyk kan kom nie, moet dié geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by onstentenis van so 'n ooreenstemming, na 'n arbiter deur die Nywerheidsregistrator aangestel. Die arbiter se beslissing is finaal.

(5) 'n Eksemplaar van die konstitusie, reëls en lyste van bystand en wysigings daarvan moet by die kantoor van die Direkteur-generaal van Mannekrag, Pretoria, ingedien word.

(6) 'n Eksemplaar van die konstitusie, reëls en lyste van bystand en wysigings daarvan moet op die kantoor van die Vereniging gedurende gewone kantoorure vir alle geregistreerde werkgewers of werknemers in die Nywerheid ter insae beskikbaar wees.

(7) 'n Openbare rekenmeester of rekenmeesters, deur die Nywerheidsraad aangestel, moet die rekenings van die Vereniging jaarliks vir die tydperk eindigende 31 Desember elke jaar ouditeer. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Nywerheidsraad ter insae lê en kopieë daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(8) (a) Die volgende persone kom in aanmerking vir lidmaatskap van die Vereniging:

(i) Alle werknemers deur die Hofooreenkoms gedek, behalwe werknemers wat vir die eerste keer diens aanvaar ná die ouderdom van 60 jaar;

(ii) werknemers van die Raad, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.), op voorwaarde dat die werkgewer van sodanige werknemers die bedrag in subklousule (2) van hierdie klousule voorgeskryf van die werknemer se loon aftrek en die totale bedrae aldus afgetrek, tesame met 'n gelyke bedrag, binne sewe dae na die einde van die maand waarin die aftrekkings gedoen moet word aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur; en

(iii) voortsettingslede wat, by toepassing van hierdie klousule, beteken lede wat aansoek om voortgesette lidmaatskap van die Vereniging doen binne 30 dae nadat hul lidmaatskap van die Vereniging verval het en/of hul diens geëindig het by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) en/of die Garment Workers' Union of South Africa, die National Union of Clothing Workers (S.A.) en/of die Transvaal Clothing Manufacturers' Association, en wat 10 jaar lidmaatskap van die Vereniging voltooi het en ledigheid van R1 per maand vooruit betaal: Met dien verstande dat voortsettingslede geregtig is op al die bystand wat in hierdie klousule en die konstitusie of reëls van die Vereniging voorgeskryf word: Voorts met dien verstande dat sodanige bystand slegs verkry word deur bemiddelling van die Vereniging se aangestelde mediese beampies.

(a)bis Ondanks paragraaf (a), kom iemand wat die afhanklike is van 'n lid van 'n mediese skema ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967), nie vir lidmaatskap in aanmerking nie.

(b) Behoudens die bepalings van die konstitusie van die Vereniging, word 'n persoon geag lid van die Vereniging te wees by betaling van een week se bydraes soos in hierdie Ooreenkoms bepaal en word hy van 'n dokterskaart voorsien.

(c) By betaling van R50 per jaar, kan werkgewers in die Klerasiennywerheid (Transvaal) lede van die Vereniging word.

(d) Lidmaatskap van die Vereniging eindig—

(i) wanneer 'n lid die Nywerheid verlaat. 'n Lid wat werkloos word en nie vir werk registreer nie, word geag die Nywerheid te verlaat het. "Vir werk registreer" beteken vir werk registreer by die Garment Workers' Union of South Africa, die National Union of Clothing Workers (S.A.), die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) of die Departement van Mannekrag;

(ii) ná 'n tydperk van 13 weke ononderbroke werkloosheid;

(iii) ná 'n tydperk van 26 weke ononderbroke siekte gesertifiseer deur een van die Vereniging se mediese beampies;

Provided that no deduction shall be made from the wages of any employee who has worked less than 20 hours in the week in which the deductions fall due. The employer shall forward the amounts so deducted, together with an amount added by the employer equal to 55c in the case of an employee from whose wages 77c have been deducted, within seven days from the end of the week in which the deductions fall due to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement.

(3) The funds of the Society shall, subject to the provisions of this clause, be applied to provide members of the Society with medical treatment and medicines in case of illness and shall be administered by a Management Committee appointed by the Council and consisting of five representatives of the employers' organisation and five representatives of the trade unions in accordance with the constitution of the Society.

(4) The constitution of the Society may be amended at any time by the Management Committee subject to the approval of the Council. Should a dispute arise at any time as to the provisions of the constitution or the administration of the Society or any other matter in regard to which the members of the Management Committee are equally divided, the matter shall be referred to the Industrial Council, and in the event of no agreement being reached by the Council, such dispute shall be referred to an arbitrator agreed upon by them or failing such agreement, nominated by the Industrial Registrar. The arbitrator's decision shall be final.

(5) A copy of the constitution, rules and lists of benefits and amendments thereof shall be lodged with the Director-General of Manpower, Pretoria.

(6) A copy of the constitution, rules and lists of benefits and any amendments thereof shall be available for inspection by any registered employer or employee in the Industry, at the office of the Society, during ordinary office hours.

(7) A public accountant or accountants appointed by the Industrial Council shall audit the accounts of the Society annually for the period ending 31 December of each year. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Director-General of Manpower, Pretoria, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.)

(8) (a) The following persons shall be eligible for membership of the Society:

(i) All employees covered by the provisions of the Main Agreement, except employees commencing employment for the first time after the age of 60 years;

(ii) employees of the Council, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.), provided the employer of such employees deducts the amount prescribed in subclause (2) of this clause from such employee's wage and forwards the total amounts so deducted, together with an equal amount, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the month in which the deductions fall due; and

(iii) continuation members, which, for the purposes of this clause, shall mean members who apply for continued membership of the Society within 30 days of ceasing membership of the Society and/or employment in the Industrial Council for the Clothing Industry (Transvaal) and/or the Garment Workers' Union of South Africa, the National Union of Clothing Workers (S.A.) and/or the Transvaal Clothing Manufacturers' Association and who have completed 10 years of membership with the Society and who pay a subscription of R1 per month in advance: Provided that continuation members shall be entitled to all the benefits prescribed in this clause and the constitution or rules of the Society: Provided further that such benefits are obtained only through the Society's appointed medical officers.

(a)bis Notwithstanding the provisions of paragraph (a), no person who is the dependant of a member of a medical scheme in terms of the provisions of the Medical Schemes Act (Act 72 of 1967) shall be eligible for membership.

(b) Subject to the provisions of the constitution of the Society, a person shall be deemed to be a member of the Society on payment of one week's contributions as provided for in this Agreement and shall be issued with a doctor's card.

(c) On payment of R50 per annum, employers in the Clothing Industry (Transvaal) may become members of the Society.

(d) Membership of the Society shall cease—

(i) when a member leaves the Industry. A member who becomes unemployed and who does not register for employment shall be deemed to have left the Industry. "Registering for employment" shall mean registering for employment with the Garment Workers' Union of South Africa, the National Union of Clothing Workers (S.A.), the Industrial Council for the Clothing Industry (Transvaal) or the Department of Manpower;

(ii) after a period of 13 weeks' continued unemployment;

(iii) after a period of 26 weeks of continuous illness certified by one of the Society's medical officers;

(iv) in die geval van 'n voortsettingslid, wanneer sodanige voortsettingslid versuim het om die bydraes te betaal ten opsigte van 'n maand soos voorgeskryf in subklousule (8) (a) (iii) van hierdie klousule en/of diens aanvaar in 'n ander nywerheid, bedryf of beroep;

(v) wanneer 'n lid die afhanklike word van 'n lid van 'n mediese skema ooreenkomstig die Wet op Mediese Skemas (Wet 72 van 1967).

(e) 'n Lid wie se lidmaatskap ingevolge paragraaf (d) geëindig het en wat na die Nywerheid terugkeer, moet na betaling van bydraes van 13 agtereenvolgende weke geag word lid van die Vereniging te gewees het vir die tydperk van sy diens in die Nywerheid.

(9) Alle lede van wie se lone bedrae vir minder as 13 agtereenvolgende weke afgetrek is, is slegs geregtig op—

(a) die dienste van 'n algemene praktisyn aangestel deur die Bestuurskomitee;

(b) medisyne deur sodanige algemene praktisyn voorgeskryf.

(10) Alle lede van wie se lone bedrae vir 13 of meer agtereenvolgende weke ingevolge subklousule (2) van hierdie klousule afgetrek is, is geregtig op die volgende bystand:

(a) Die dienste van 'n algemene praktisyn en tandarts (hierna "mediese beamptes" genoem) deur die Bestuurskomitee aangestel;

(b) konsultasies met spesialiste deur die Bestuurskomitee aangestel;

(c) medisyne voorgeskryf deur die mediese beamptes of spesialiste van die Vereniging;

(d) betaling van gelde vir ambulans bestel deur die mediese beamptes of spesialiste van die Vereniging.

(11) Lede van die Vereniging van wie se lone bedrae gereeld afgetrek is vir 'n tydperk van drie jaar (144 aftrekkings) is, benewens die bystand in subklousules (9) en (10) van hierdie klousule bedoel, op die volgende geregtig:

(a) Kostelose operasies en behandeling deur spesialiste deur die Bestuurskomitee aangestel;

(b) vry hospitalisasie vir sodanige operasies en behandeling in verpleeg-inrigtings of hospitale wat deur die Bestuurskomitee goedgekeur is.

(12) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk, moet die Bestuurskomitee voortgaan om die Vereniging te administreer totdat dit of gelikwider is of deur die Raad na 'n ander fonds of fondse oorgedra is waarvan die oogmerke uitsluitlik die bevoordeling van werknemers van die Klerasiennywerheid (Transvaal) is: Met dien verstande dat indien geen nuwe ooreenkoms wat bepaal dat die Vereniging voortgesit word, binne een jaar ná die verstryking van hierdie Ooreenkoms aangegaan is nie of die Vereniging nie soos voornoem binne sodanige tydperk oorgedra word nie, die Vereniging gelikwider moet word op die wyse in subklousule (14) uiteengesit.

(13) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Vereniging te administreer, en diegene wat lede van die Komitee is op die datum waarop die Raad sy werksaamhede staak of hy ontbind word, word vir sodanige doeleindes as lede daarvan beskou: Met dien verstande egter dat 'n vakature wat in die Komitee ontstaan, deur die Registrateur gevul kan word uit die gelede van werkgewers of werknemers in die Nywerheid, na gelang van die geval, om aldus 'n gelyke getal werkgewer- en werknemerverteenwoordigers en van plaasvervangers in die lidmaatskap van die Komitee te verseker. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Vereniging na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van die Komitee vir hierdie doel. As daar geen Raad bestaan nie, moet die Vereniging by verstryking van hierdie Ooreenkoms gelikwider word deur die Komitee of die trustees na gelang van die geval, op die wyse uiteengesit in subklousule (14) van hierdie klousule: Met dien verstande dat as die sake van die Raad by sodanige verstryking reeds beredder en sy bates verdeel is, die saldo van die fondse van die Vereniging verdeel moet word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(14) By likwidering van die Vereniging ingevolge subklousules (12) en (13) van hierdie klousule, moet die geld wat in die krediet van die Vereniging oorbly nadat al die eise teen die Vereniging, met inbegrip van administrasie- en likwidasielaste, betaal is, in die fondse van die Raad gestort word.

(15) Alle administrasie- en likwidasielaste kom ten laste van die fondse van die Vereniging.

(16) Subklousule (3) van klousule 4 is *mutatis mutandis* van toepassing op hierdie klousule.

6. SLAPTEBESOLDINGSFONDS

(1) Hierby word 'n fonds voortgesit bekend as die Slaptesoldingsfonds van die Klerasiennywerheid (Transvaal), in hierdie klousule die "Fonds" genoem, waarvan die administrasie by die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) berus, en waarvan die doel is om bystand te betaal aan werknemers wat verdienste verloor omdat hulle ingevolge klousule 6 van die Hoof-ooreenkoms op korttyd geplaas is. Bystand moet betaal word teen die skale en op sodanige voorwaardes as wat in die reëls wat deur die Raad vir die administrasie van die Fonds aanvaar is, voorgeskryf word. 'n Kopie van die reëls en wysigings daarvan moet binne twee weke na die aanvaarding daarvan by die Direkteur-generaal van Mannekrag, Pretoria, ingedien word.

(iv) in the case of a continuation member, if such continuation member has failed to pay the contributions in respect of any month as prescribed in subclause (8) (a) (iii) of this clause and/or takes up employment in any other industry, trade or occupation;

(v) when a member becomes the dependant of a member of a medical scheme in terms of the provisions of the Medical Schemes Act (Act 72 of 1967).

(e) A member whose membership has ceased under paragraph (d) and who has returned to the Industry shall, after payment of 13 consecutive weekly contributions, be deemed to have been a member of the Society for the period of this employment in the Industry.

(9) All members from whose wages less than 13 consecutive weekly deductions have been made shall be entitled only to—

(a) the services of a general practitioner appointed by the Management Committee;

(b) medicines prescribed by such general practitioner.

(10) All members from whose wages 13 or more consecutive weekly deductions have been made in terms of subclause (2) shall be entitled to the following benefits:

(a) The services of a general practitioner and dentist (hereinafter referred to as "medical officer") appointed by the Management Committee;

(b) consultations with such specialists as are appointed by the Management Committee;

(c) medicines prescribed by the medical officers or specialists of the Society;

(d) payment of fees for ambulances ordered by the medical officers or specialists of the Society.

(11) Members of the Society from whose wages deductions have been made regularly for a period of three years (144 deductions) shall, in addition to the benefits referred to in subclause (9) and (10) of this clause, be entitled to the following:

(a) Operations and treatment free of charge by specialists appointed by the Management Committee;

(b) free hospitalisation for such operations and treatment in nursing homes or hospitals approved by the Management Committee.

(12) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Society 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 whose objects shall be solely to benefit the employees of the Clothing Industry (Transvaal): Provided that if no new agreement providing for the continuation of the Society is entered into within one year after the expiration of this Agreement of the Society not being transferred as aforesaid within such period, the Society shall be liquidated in the manner set out in subclause (14).

(13) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Management Committee shall continue to administer the Society and the members of the Committee existing at the date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes: Provided, however that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Society 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 who shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Society shall, upon the expiration of this Agreement, be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in subclause (14) of this clause: Provided that if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the funds of the Society 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.

(14) Upon liquidation of the Society in terms of subclauses (12) and (13) of this clause, the moneys remaining to the credit of the Society after payment of all claims against the Society, including administration and liquidation expenses, shall be paid into the funds of the Council.

(15) All administrative and liquidation charges shall be a charge against the funds of the Society.

(16) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

6. SLACK PAY FUND

(1) There is hereby continued a fund known as the Slack Pay Fund for the Clothing Industry (Transvaal), in this clause referred to as the "Fund", the administration of which shall be vested in the Industrial Council for the Clothing Industry (Transvaal), and the purpose of which shall be the payment of benefits to employees who lose earnings as a result of being put on short-time in terms of clause 6 of the Main Agreement. Benefits shall be paid at such rates and under such conditions as may be laid down in the rules adopted by the Council for the administration of the Fund. A copy of such rules and any amendments thereof shall be lodged with the Director-General of Manpower, Pretoria, within two weeks of the adoption thereof.

(2) Die fondse bestaan uit—

- (a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds gestort word;
- (b) rente wat uit die belegging van geld van die Fonds verkry word;
- (c) alle ander geld waarop die Fonds geregtig word.

(3) (a) Elke werkgewer moet op die eerste betaaldag van Februarie, Mei, Augustus en November van elke jaar en vanaf die eerste betrokke betaaldag na die inwerkingtreding van hierdie Ooreenkoms, 1c aftrek van die loon van elk van sy werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word: Met dien verstande dat geen bedrae afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie.

(b) Die werkgewer moet die totale bedrae wat aldus afgetrek is, tesame met 'n gelyke bedrae wat deur hom bygedra moet word, binne sewe dae na die einde van die week waarin die bedrae afgetrek moet word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(4) Alle geld wat deur die Fonds ontvang word, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. 'n Ampelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en opdragings uit die Fonds moet geskied per tjek, geteken deur dié persone wat van tyd tot tyd deur die Nywerheidsraad daartoe gemagtig word. Alle geld wat nie nodig is om lopende uitgawes te dek nie, moet by 'n bouvereniging belê word of soos bepaal in artikel 21 (3) van die Wet, na goeddunke van die Raad wat sodanige beleggings kan wysig soos hy van tyd tot tyd bepaal.

(5) Subklousule (3) van klousule 4 en subklousules (7), (12), (13), (14) en (15) van klousule 5 is *mutatis mutandis* van toepassing op hierdie klousule.

7. SIEKEBESOLDIGINGSFONDS

(1) Hierby word 'n siekebesoldigingsfonds voortgesit wat bekend staan as die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), in hierdie klousule die "Fonds" genoem.

(2) (a) Elke werkgewer moet op die betaaldag van elke week 15c aftrek van die loon van elkeen van sy werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word: Met dien verstande dat geen bedrae afgetrek mag word van die loon van 'n werknemer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie. Die werkgewer moet die bedrae aldus afgetrek, tesame met 'n bedrae wat daaraan gelyk is en wat hy moet bydrae, tesame met 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms binne sewe dae na die einde van die week waarin die bedrae afgetrek moes word, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(b) Die Siekebesoldigingsfonds moet gekrediteer word met die bedrae ingevolge paragraaf (a) afgetrek, tesame met die bedrag gelyk daaraan wat deur die werkgewer bygevoeg is.

(3) Behoudens hierdie klousule, moet die geld van die Fonds aangewend word vir siekebesoldiging aan lede van die Fonds in geval van siekte, en moet dit geadminestreer word deur die Bestuurskomitee van die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), hierna die Bestuurskomitee genoem, soos deur die Raad aangestel ingevolge klousule 5 (3) van hierdie Ooreenkoms.

(4) Behoudens die goedkeuring van die Raad, kan die Bestuurskomitee te eniger tyd die konstitusie van die Fonds wysig. As daar te eniger tyd 'n geskil ontstaan oor die bepalings van die konstitusie of die administrasie van die Fonds of 'n ander saak waaroor daar 'n staking van stemme in die Bestuurskomitee is, moet die saak na die Nywerheidsraad verwys word, en ingeval die Raad nie tot 'n vergelyk kan kom nie, moet dié geskil na 'n arbiter verwys word oor wie hulle saamgestem het, of by onstentenis van so 'n ooreenstemming, na 'n arbiter deur die Nywerheidsregistrator aangestel. Die arbiter se beslissing is finaal.

(5) 'n Kopie van die konstitusie, reëls en lys van bystand en wysigings daarvan moet by die kantoor van die Direkteur-generaal van Mannekrag, Pretoria, ingedien word.

(6) 'n Kopie van die konstitusie, reëls en lys van bystand en wysigings daarvan moet gedurende gewone kantoorure op die kantoor van die Fonds vir alle geregistreerde werkgewers of werknemers in die Nywerheid ter insae beskikbaar wees.

(7) Alle werknemers van wie se lone bedrae vir minstens 13 agtereenvolgende weke ingevolge subklousule (2) afgetrek is, is geregtig op siekebesoldiging uit die Siekebesoldigingsrekening, onderworpe aan die volgende voorwaardes:

(a) Siekebesoldiging moet betaal word vir tydperke van afwesigheid van werk van drie dae of langer weens siekte: Met dien verstande dat 'n sertifikaat van 'n mediese beampte of spesialis van die Vereniging wat sodanige tydperk dek, of in die geval van werknemers wat nie lede van die Vereniging is nie, van 'n dokter of spesialis wat hulle gedurende so 'n siekte behandel het, ingedien word;

(b) lede is geregtig op siekebesoldiging vir hoogstens 12 weke in enige tydperk van 12 maande: Met dien verstande dat, in geval van siekte weens swangerskap, siekebesoldiging vir hoogstens agt weke betaal word. Die Bestuurskomitee kan na goeddunke besoldiging vir 'n bykomende getal weke van hoogstens drie in 'n bepaalde tydperk magtig;

(2) 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 moneys to which the Fund may become entitled.

(3) (a) Every employer shall, on the first pay-day of February, May, August and November of each year and from the first relevant pay-day after this Agreement comes into operation, deduct 1c from the wages of each of his employees for whom minimum wages are prescribed in the Main Agreement: Provided that no deductions shall be made from the wages of an employee who has worked for less than 20 hours in the week in which the deductions fall due.

(b) The employer shall forward the total amounts so deducted, together with an equal amount which shall be contributed by him, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days of the end of the week in which the deductions fall due.

(4) 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 Industrial Council. All moneys not required to meet current payments shall be invested in a building society or as provided for in section 21 (3) of the Act in the discretion of the Council, which may vary such investments as it may from time to time determine.

(5) The provisions of subclause (3) of clause 4 and subclauses (7), (12), (13), (14) and (15) of clause 5 shall *mutatis mutandis* apply to this clause.

7. SICK PAY FUND

(1) There is hereby continued a sick pay fund known as the Sick Pay Fund for the Clothing Industry (Transvaal), in this clause referred to as the "Fund".

(2) (a) Every employer shall on the pay-day of each week deduct 15c from the wages of each of his employees for whom minimum wages are prescribed in the Main Agreement: Provided that no deduction shall be made from the wage of any employee who has worked less than 20 hours in the week in which the deductions fall due. The employer shall forward the amounts so deducted, together with an amount added by the employer equal to the aggregate of the deductions made, within seven days from the end of the week in which the deductions fall due, to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement.

(b) The amounts deducted in terms of paragraph (a), together with the equal amount added by the employer, shall be credited to the Sick Pay Fund.

(3) The money of the Fund shall, subject to the provisions of this clause, be applied to provide members of the Fund with sick pay in case of illness and shall be administered by the Management Committee of the Medical Benefit Society of the Clothing Industry (Transvaal), hereinafter referred to as the Management Committee, as appointed by the Council in terms of clause 5 (3) of this Agreement.

(4) The constitution of the Fund may be amended at any time by the Management Committee, subject to the approval of the Council. Should a dispute arise at any time as to the provisions of the constitution or the administration of the Fund or any other matter in regard to which the members of the Management Committee are equally divided, the matter shall be referred to the Industrial Council, and in the event of no agreement being reached by the Council, such dispute shall be referred to an arbitrator agreed upon by them, or failing such agreement, nominated by the Industrial Registrar. The arbitrator's decision shall be final.

(5) A copy of the constitution, rules and lists of benefits and amendments thereof shall be lodged with the Director-General of Manpower, Pretoria.

(6) A copy of the constitution, rules and lists of benefits and any amendments thereof shall be available for inspection by any registered employer or employee in the Industry, at the office of the Fund, during ordinary office hours.

(7) All employees from whose wages at least 13 consecutive weekly deductions have been made in terms of subclause (2) shall be entitled to sick pay from the Sick Pay Account on the following conditions:

(a) Sick pay shall be paid for periods of absence from work of three day's or longer duration owing to illness: Provided that a certificate covering such period is produced from a medical officer or specialist of the Society, or in the case of employees who are not members of the Society, from a doctor or specialist who had attended to them during such illness;

(b) members shall be entitled to sick pay for not more than 12 weeks in any period of 12 months: Provided that in case of illness arising from pregnancy not more than eight weeks' sick pay shall be paid. The Management Committee may in its discretion authorise payment for an additional number of weeks not exceeding three in any one period;

(c) 'n lid moet vir elke dag wat hy weens siekte van die werk afwesig is 'n bedrag betaal word gelyk aan 65 persent van sy weekloon, gedeel deur vyf. Met dien verstande dat, indien die bedrag aldus bereken meer is as R10, die lid net R10 betaal moet word vir elke dag wat hy weens siekte van die werk afwesig is.

(8) Alle bedrae wat meer is as wat vir die behoeftes van die Fonds nodig is, moet ingevolge artikel 21 (3) van die Wet belê word.

(9) (a) Ten einde siekebesoldiging te bereken, beteken een volle week vyf agtereenvolgende werkdade.

(b) By die toepassing van subklousule (8), word 'n tydperk van 12 maande gereken met ingang van die eerste dag van Julie tot die laaste dag van Junie in die volgende jaar.

(c) Geen siekebesoldiging moet ingevolge subklousule (8) betaal word vir 'n tydperk waarvoor vakansiebesoldiging betaalbaar is en/of die tydperk van drie weke gereken met ingang van die laaste werkdag van 'n bedryfsinrigting wat vir die jaarlikse verlof aan die einde van die jaar sluit nie.

(10) Die Bestuurskomitee het die bevoegdheid om die bedrag aan siekebesoldiging wat aan lede toegestaan moet word en die desbetreffende voorwaardes te bepaal en om sodanige voorwaardes te wysig. Met dien verstande dat die bedrag aan siekebesoldiging wat aan 'n werknemer betaal word, nie minder gunstig mag wees as dié wat in hierdie klousule bepaal word nie.

(11) Die Fonds bestaan uit—

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

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

(c) alle ander geld waarop die Fonds geregtig word.

(12) Subklousule (3) van klousule 4 en subklousules (7), (12), (13), (14) en (15) van klousule 5 is *mutatis mutandis* van toepassing op hierdie klousule.

8. STABILISASIEVERSEKERINGSFONDS

(1) Hierby word 'n Stabilisasieversekeringsfonds voortgesit, in hierdie klousule die "Fonds" genoem, met die doel om—

(a) aan 'n werknemer vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word, by sessie aan die Fonds van 'n eis wat sodanige werknemer teen die insolvente boedel van sy werkgever het ten opsigte van 'n voorkeureis ingevolge artikel 100 van die Insolvensiewet, Wet 24 van 1936, 'n bedrag gelyk aan die bedrag van dié eis te betaal;

(b) aan die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiennywerheid (Transvaal) en/of die Voorsorgfonds van die Klerasiennywerheid (Transvaal), by sessie aan die Fonds van 'n eis wat die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiennywerheid (Transvaal) en/of die Voorsorgfonds van die Klerasiennywerheid (Transvaal) teen die insolvente boedel van 'n werkgever mag hê ten opsigte van voorkeurbydraes verskuldig ingevolge artikel 99 van die Insolvensiewet, Wet 24 van 1936, 'n bedrag gelyk aan die bedrag van dié eis te betaal.

(2) Die Fonds bestaan uit—

(a) bydraes betaal ingevolge subklousule (3);

(b) rente gekweek op geld wat belê is;

(c) geld van insolvente boedels geëis en betaal; en

(d) alle ander bedrae wat aan die Fonds toeval.

(3) Elke werkgever in die Nywerheid moet 'n bedrag gelyk aan 25c per werknemer per week bydra en dié bedrag binne sewe dae na die einde van die week waarin die bydraes verskuldig is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(4) 'n Aparte grootboekrekening moet deur die Sekretaris van die Raad bygehou word ten opsigte van elke werkgever in die Nywerheid, en sodanige rekening moet die totale bedrag weergee wat deur sodanige werkgever ingevolge subklousule (3) in die Fonds gestort is, min die bedrae deur die Fonds uitbetaal ingevolge subklousules (5) en (6), plus die bedrag in subklousule (7) bedoel.

(5) (a) In Desember elke jaar moet die Fonds die volgende betaal:

(i) Aan 'n werknemer wat sy eis ingevolge subklousule (1) (a) aan die Fonds gesedeer het, 'n bedrag gelyk aan dié eis;

(ii) aan die Mediese Bystandsvereniging van die Klerasiennywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiennywerheid (Transvaal), die Voorsorgfonds van die Klerasiennywerheid (Transvaal) en/of die Slaptesbesoldigingsfonds van die Klerasiennywerheid (Transvaal), 'n bedrag gelyk aan die bedrag van die eis wat ingevolge subklousule (1) (a) aan die Fonds gesedeer is.

(b) Die totale bedrag ingevolge paragraaf (a) hierbo uitbetaal, moet gedebiteer word *pro rata* teen die bedrag wat op elke grootboekvel van elke werkgever ingeskrif is.

(c) a member shall be paid an amount equal to 65 per cent of his weekly wage, divided by five, in respect of each day of absence owing to illness: Provided that where the amount so calculated exceeds R10, only R10, shall be paid in respect of each day of absence owing to illness.

(8) All moneys surplus to the requirements of the Fund shall be invested in terms of the provisions of section 21 (3) of the Act.

(9) (a) For the purpose of calculating sick pay, one complete week shall mean five consecutive working days.

(b) For the purposes of subclause (8), a period of 12 months shall be reckoned from the first day of July to the last day of June in the following year.

(c) No sick pay shall be paid in terms of subclause (8) for any period for which holiday pay is payable and/or the period of three weeks calculated from the last day of work of an establishment closing for annual leave at the end of each year.

(10) The Management Committee shall have the power to determine the amount of sick pay to be granted to members and the conditions attached thereto and to vary such conditions: Provided that the amount of sick pay paid to any employee shall not be less favourable than that prescribed in this clause.

(11) 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 moneys to which the Fund may become entitled.

(12) The provisions of subclause (3) of clause 4 and subclauses (7), (12), (13), (14) and (15) of clause 5 shall *mutatis mutandis* apply to this clause.

8. STABILISATION INSURANCE FUND

(1) There is hereby continued a Stabilisation Insurance Fund, in this clause referred to as the "Fund", for the purpose of paying to—

(a) any employee for whom wages are prescribed in this Agreement, on cession to the Fund of any claim which such employee has against the insolvent estate of his employer in respect of any preferential claim in terms of the provisions of section 100 of the Insolvency Act, Act 24 of 1936, an amount equal to the amount of such claim;

(b) the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal), and/or the Provident Fund for the Clothing Industry (Transvaal) on cession to the Fund of any claim which the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal) and/or the Provident Fund for the Clothing Industry (Transvaal) may have against the insolvent estate of any employer in respect of preferential contributions owing in terms of the provisions of section 99 of the Insolvency Act, Act 24 of 1936, an amount equal to the amount of such claim.

(2) The Fund shall consist of—

(a) contributions paid in terms of subclause (3);

(b) interest earned on moneys invested;

(c) moneys claimed and paid from insolvent estates; and

(d) any other moneys falling to the credit of the Fund.

(3) Every employer in the Industry shall contribute an amount equal to 25c per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days after the end of the week in which the contributions fall due.

(4) An individual ledger sheet shall be maintained by the Secretary of the Council in respect of each and every employer in the Industry and such sheet shall reflect the total amount paid into the Fund by the employer in terms of subclause (3), less the amounts paid out by the Fund in terms of subclauses (5) and (6), plus the amount referred to in subclause (7).

(5) (a) In the month of December of each year the Fund shall pay to—

(i) an employee who has ceded his claim to the Fund in terms of subclause (1) (a) an amount equal to such claim;

(ii) the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Provident Fund for the Clothing Industry (Transvaal) and/or the Slack Pay Fund for the Clothing Industry (Transvaal), an amount equal to the amount of the claim ceded to the Fund in terms of subclause (1) (b).

(b) The total amount as paid out in terms of paragraph (a) above shall be debited *pro rata* to the amount entered on each ledger sheet of each employer.

(6) Elke werkgever moet in Februarie elke jaar 'n lys van alle werknemers in sy diens op die eerste Vrydag van Februarie elke jaar aan die Raad voorleë, en as daar bevind word dat die bedrag in die krediet van daardie werkgever op 1 Januarie daardie jaar, indien gedeel deur die getal werknemers op sy lys, meer as R25 per werknemer is, moet dié oorbodrag aan die werkgever terugbetaal word en moet dié oorbodrag wat terugbetaal is, teen die werkgever se grootboekrekening gedebiteer word.

(7) (a) Die totale bedrag betaal ten opsigte van 'n eis deur die Fonds gedurende 'n bepaalde kalenderjaar teen 'n insolvente boedel van 'n werkgever ingestel, moet in elke oorblywende werkgever se grootboekrekening gekrediteer word, *pro rata* volgens die bedrag in die krediet van elke oorblywende werkgever op 31 Desember van die kalenderjaar wat die jaar voorafgaan waarin sodanige bedrae betaal is.

(b) Wanneer eise teen die insolvente boedel van 'n werkgever ingestel word ten opsigte van eise ingevolge subklousule (1) aan die Fonds gesedeer, moet die bedrag in die krediet van die werkgever van dié insolvente boedel afgetrek word van die bedrag van die eise wat ingevolge subklousule (1) aan die Fonds gesedeer is: Met dien verstande dat as dié bedrag meer is as die totale bedrag van die eise wat aan die Fonds gesedeer is, die saldo of gedeelte van die saldo in die insolvente boedel van sodanige werkgever gestort moet word.

(8) Wanneer 'n werkgever werksaamhede as 'n klerefabrikant staak of by vrystelling ingevolge subklousule (9) verleen, is 'n werkgever geregtig op terugbetaling van die bedrag in sy krediet, min alle bedrae verskuldig as lone of vakansiebesoldiging aan engeen van sy werknemers, die Mediese Bystandsvereniging van die Klerasiensywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiensywerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiensywerheid (Transvaal), die Voorsorgfonds van die Klerasiensywerheid (Transvaal) of die Nywerheidsraad vir die Klerasiensywerheid (Transvaal).

(9) 'n Werkgever wat by wyse van 'n bankierswaarborg of ander waarborg wat vir die Raad aanvaarbaar is en wat in die geval van insolvensie van sy firma alle laste dek, 'n waarborg aan sy werknemers gee ten opsigte van lone en vakansiebesoldiging van hoogstens R2 000 aan elke werknemer, die Mediese Bystandsvereniging van die Klerasiensywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiensywerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiensywerheid (Transvaal) en die Voorsorgfonds van die Klerasiensywerheid (Transvaal), op voorwaarde dat sodanige waarborg nie laste hoef te dek wat meer as 12 maande voor die finale likwidasië van sy firma aangegaan is nie, word van hierdie klousule vrygestel, en in dié geval is hierdie klousule nie van toepassing nie ten opsigte van regte of voorregte verleen aan die werknemers van dié werkgever of ten opsigte van die Mediese Bystandsvereniging van die Klerasiensywerheid (Transvaal), die Siekebesoldigingsfonds van die Klerasiensywerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klerasiensywerheid (Transvaal) of die Voorsorgfonds van die Klerasiensywerheid (Transvaal).

(10) (a) Die administrasie van die Fonds berus by die Uitvoerende Komitee van die Raad.

(b) Alle administrasiekoste kom ten laste van die Fonds en die Fonds moet in Januarie elke jaar aan die Raad administrasiegeld betaal wat gelykstaan met die bedrag aan rente gekweek op geld belê vanaf 1 Januarie tot 31 Desember elke jaar.

(c) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging deur die Raad uit die administrasiegeld betaal moet word. Die rekenings moet jaarlikse vir die jaarlikse tydperk geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna ter insae op die kantoor van die Raad lê en eksimplare daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(d) Alle geld deur die Sekretaris van die Raad ontvang, moet binne sewe dae na ontvangs gestort word in 'n spaarbankrekening deur die Uitvoerende Komitee van die Raad aangewys. Oprogings uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad daartoe gemagtig word. Alle geld wat nodig is om die verpligtinge van die Fonds na te kom, moet uit die spaarbankrekening getrek en in rekening No. 2 van die Raad gestort word en alle verpligtinge van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

(11) Ondanks andersluidende bepalings in hierdie klousule, kan die Raad die Fonds soos gekonstitueer formeel ontbind, en alle geld, bates en laste oordra 'n fonds wat behoortlik in die lewe geroep is vir wenslik dieselfde doeleindes as dié waarvoor hierdie Fonds ingestel is. In die geval van sodanige besluit, moet alle bedrae in die krediet van 'n werkgever oorgeplaas word na die krediet van dié werkgever in die nuwe fonds en mag die regte van dié werkgever wat bestaan op die datum van sodanige oorplasing op generlei wyse ingekort word uit hoofde van sodanige oorplasing nie.

(12) (a) Ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan ontbind word, moet bydraes tot die Fonds ondanks andersluidende bepalings in hierdie Ooreenkoms gestaak word met ingang van die dag wat volg op die datum van sodanige ontbinding van die Raad, en die Fonds moet dan gelikwider word deur 'n komitee van vier verteenwoordigers aangestel deur die Transvaal Clothing Manufacturers' Association en vier verteenwoordigers aangestel deur die

(6) Every employer shall submit to the Council in the month of February of each year a list of all employees in his employment on the first Friday of February of each year, and if it is found that the amount standing to the credit of that employer as at the first day of January of that year, if divided by the number of employees listed, exceeds R25 per employee, such employer shall be refunded such excess amount and such excess amount refunded shall be debited against the employer's ledger sheet.

(7) (a) The total amount paid in respect of any claim made by the Fund against an insolvent estate of any employer during any calendar year shall be credited to each remaining employer's ledger sheet *pro rata* to the amount standing to the credit of each remaining employer as at 31 December of the calendar year preceding the year in which such amounts were paid.

(b) Where claims are made against the insolvent estate of any employer in respect of claims ceded to the Fund in terms of subclause (1), the amount standing to the credit of the employer of such insolvent estate shall be set off against the amount of the claims ceded to the Fund in terms of subclause (1): Provided that should such amount exceed the total amount of the claims ceded to the Fund the balance or part of the balance shall be paid into the insolvent estate of such employer.

(8) On ceasing operations as a clothing manufacturer or on exemption granted in terms of subclause (9), an employer shall be entitled to a refund of the amount shown standing to his credit less any amounts owing as wages or holiday pay to any of his employees, the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal), the Provident Fund for the Clothing Industry (Transvaal) or the Industrial Council for the Clothing Industry (Transvaal).

(9) Any employer giving a guarantee, by way of a banker's guarantee or other guarantee acceptable to the Council, covering all liabilities in the case of the insolvency of his firm, to his employees in respect of wages and holiday pay not exceeding an amount of R2000 to each employee, to the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal), and the Provident Fund for the Clothing Industry (Transvaal), provided such guarantee need not cover any liabilities which occurred more than 12 months prior to the final liquidation of his firm, shall be exempted from the provisions of this clause, and in such case the provisions of this clause shall not apply in respect of any rights or privileges bestowed on the employees of such employer or in respect of the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal), or the Provident Fund for the Clothing Industry (Transvaal).

(10) (a) The administration of the Fund shall be vested in the Executive Committee of the Council.

(b) All expenses of administration shall be a charge against the Fund and the Fund shall pay to the Council in January of each year an annual administration fee equal to the amount of interest earned on invested moneys from 1 January to 31 December of each year.

(c) The Council shall appoint a public accountant or accountants whose remuneration shall be paid by the Council out of the administration fee. The accounts shall be audited annually for the annual periods ending 31 December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Director-General of Manpower, Pretoria, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.).

(d) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited in a savings bank account, named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may from time to time be authorised by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in the No. 2 account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

(11) Notwithstanding anything to the contrary contained in this clause, the Council may formally dissolve the Fund as constituted and transfer all funds, assets and liabilities to a fund duly constituted for substantially the same purposes for which this Fund was created. In the event of such decision, all amounts standing to the credit of any employer shall be transferred to the credit of such employer under the new fund and the rights of such employer, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

(12) (a) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof, notwithstanding anything to the contrary contained in this Agreement, contributions to the Fund shall cease as from the day following the date of such dissolution of the Council, and the Fund shall then be liquidated by a committee of four representatives appointed by the Transvaal Clothing Manufacturers' Association

vakverenigings. Ingeval dié komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as 'n dooie punt ontstaan as gevolg waarvan die komitee nie in staat is om die likwidasië van die Fonds uit te voer nie, kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en dié komitee beskik vir dié doel oor al die bevoegdhede van die komitee. Die bates van die Fonds moet ná betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiëkoste, aan die werkgewers wat tot die Fonds bygedra het, betaal word *pro rata* volgens die bedrag in die krediet van elke werkgewer op die datum waarop die werkgewer laas 'n bydrae betaal het.

(b) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om ander rede ophou om te bestaan, moet die Uitvoerende Komitee voortgaan om die Fonds te administreer totdat dit of gelikwider is of deur die Raad ingevolge subklousule (11) van hierdie klousule ná 'n ander fonds oorgedra is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, binne een jaar ná verstryking van hierdie Ooreenkoms aangegaan word nie of die Fonds nie soos voornoem binne sodanige tydperk oorgedra word nie, die Fonds deur die Raad gelikwider moet word op die wyse in paragraaf (a) van hierdie subklousule en in subklousule (13) uiteengesit.

(13) Alle likwidasiëkoste kom ten laste van die Fonds en moet toegewys word *pro rata* teen die bedrag wat in die krediet van elke werkgewer staan op die datum waarop die werkgewer sy laaste bydrae betaal het.

(14) Subklousule (3) van klousule 4 is *mutatis mutandis* van toepassing op hierdie klousule.

9. VAKANSIEBESOLDIGINGSFONDS

(1) (a) Hierby word 'n vakansiebesoldigingsfonds ingestel wat bekend staan as die Vakansiebesoldigingsfonds van die Klerasiënywerheid (Transvaal), hierna die "Fonds" genoem.

(b) Die Fonds bestaan uit—

- (i) bydraes betaal ingevolge subklousule (2) van hierdie klousule;
- (ii) rente gekweek op geld belê; en
- (iii) alle ander geld wat aan die Fonds toeval.

(c) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wie se besoldiging deur die Raad uit die administrasiegeld betaal moet word. Die rekenings moet jaarliks vir die jaarlikse tydperk geëindig 31 Desember geouditeer word. Die geouditeerde staat en balansstaat moet daarna ter insae op die kantoor van die Raad lê en eksemplare daarvan moet aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.) gestuur word.

(d) Alle geld deur die Sekretaris van die Raad ontvang, moet binne sewe dae na ontvangs gestort word in 'n spaarbankrekening deur die Uitvoerende Komitee van die Raad aangewys. Opvragings uit die spaarbankrekening moet deur dié persone geteken word wat van tyd tot tyd deur die Uitvoerende Komitee van die Raad daartoe gemagtig word. Alle geld wat nodig is om die verpligtinge van die Fonds na te kom, moet uit die spaarbankrekening getrek en in rekening No. 2 van die Raad gestort word en alle verpligtinge van die Fonds moet daarna per tjek betaal word wat op laasgenoemde rekening getrek is.

(2) Elke werkgewer moet binne sewe dae vanaf die datum waarop lone aan sy werknemers betaal is, aan die Sekretaris van die Nywerheidsraad, Posbus 5101, Johannesburg, 2000, 'n bedrag stuur gelyk aan 8 persent van die totale bedrag van die lone aan sy werknemers betaal, min die bedrag gedurende die voorafgaande week ingevolge klousule 13 (2) van die Hoof-ooreenkoms betaal, tesame met 'n opgawe in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(3) Alle bedrae wat ingevolge subklousule (2) betaal word, moet in 'n bankrekening gestort word en 'n register moet gehou word van die totale bedrag wat van elke werkgewer in die Nywerheid ontvang is.

(4) Elke werkgewer moet ingevolge klousule 13 van die Hoof-ooreenkoms in die maand Desember en hoogstens vyf dae voor die sluiting van sy fabriek vir die jaarlikse verloop, aan die Raad 'n lys stuur van die name van al sy werknemers, tesame met die bedrag vakansiebesoldiging en die besoldiging vir openbare vakansiedae met besoldiging wat aan elke werknemer verskuldig is.

(5) Indien die totale bedrag wat deur die werkgewer ooreenkomstig subklousule (2) gestuur is minder is as die totale bedrag van die vakansiebesoldiging wat aan al sy werknemers verskuldig is, moet die lys van werknemers in subklousule (4) bedoel vergesel gaan van sodanige bykomende bedrag.

(6) Indien die totale bedrag wat deur die werkgewer ooreenkomstig subklousule (2) gestuur is meer is as die totale bedrag van die vakansiebesoldiging wat aan al sy werknemers verskuldig is, moet sodanige oorskot aan die betrokke werkgewer terugbetaal word op die datum waarop die werknemers hul vakansiebesoldiging ontvang.

(7) Hierdie klousule is *mutatis mutandis* van toepassing op 'n fabriek wat gedurende die loop van 'n bepaalde jaar sluit.

(8) Alle geld in hierdie Fonds moet, in die geval van die insolvensie van 'n werkgewer wat tot hierdie Fonds bygedra het, oorgedra word na die Stabilisasieversekeringsfonds, soos voorgesit ingevolge klousule 8 van hierdie Ooreenkoms, en sodanige bedrag moet dan afgetrek word van die eis ingestel teen 'n borg en/of insolvente boedel, na gelang van die geval.

and four representatives appointed by the trade unions. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon as a result of which the committee is unable to effect liquidation of the Fund, the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the committee, who shall possess all the powers of the committee for such purpose. The assets of the Fund, after payment of all claims against the Fund, including the administration and liquidation expenses, shall be paid, *pro rata* to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer, to the employers who had contributed to the Fund.

(b) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Executive Committee until it be either liquidated or transferred by the Council to another fund in terms of subclause (11) of this clause: Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiration of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated by the Council in the manner set forth in paragraph (a) of this subclause and in subclause (13).

(13) All liquidation charges shall be a charge against the Fund and shall be allocated out *pro rata* to the amount standing to the credit of each employer as at the date on which the last contribution was paid by the employer.

(14) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

9. HOLIDAY PAY FUND

(1) (a) There is hereby continued a holiday pay fund known as the Holiday Pay Fund for the Clothing Industry (Transvaal), hereinafter referred to as the "Fund".

(b) The Fund shall consist of—

- (i) contributions paid in terms of subclause (2) of this clause;
- (ii) interest earned on moneys invested; and
- (iii) any other moneys falling to the credit of the Fund.

(c) The Council shall appoint a public accountant or accountants whose remuneration shall be paid by the Council out of the administration fee. The accounts shall be audited annually for the annual period ending 31 December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof be transmitted to the Director-General of Manpower, Pretoria, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.)

(d) All moneys received by the Secretary of the Council shall within seven days after receipt be deposited in a savings bank account named by the Executive Committee of the Council. Any application for withdrawal from the savings bank account shall be signed by such persons as may from time to time be authorised by the Executive Committee of the Council. All moneys required to meet the liabilities of the Fund shall be withdrawn from the savings bank account and shall be deposited in No. 2 Account of the Council and any liabilities of the Fund shall thereafter be paid by cheque drawn on the latter account.

(2) Every employer shall within seven days from the date on which wages were paid to his employees submit to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, an amount equal to 8 per cent of the total amount of wages so paid to his employees, less any amount paid in terms of the provisions of clause 13 (2) of the Main Agreement during the preceding week, together with a statement in the form of Annexure B to this Agreement.

(3) All amounts paid in terms of subclause (2) shall be deposited in a banking account and a record shall be kept of the total amount received from each employer in the Industry.

(4) Every employer shall, in terms of the provisions of clause 13 of the Main Agreement, in the month of December and not later than five days prior to the closing of his factory for annual leave submit to the Council a list of all his employees, together with the amount of holiday pay and payment for paid public holidays due to each employee.

(5) Should the total amount submitted by an employer in terms of subclause (2) be less than the total amount of holiday pay due to all his employees, the list of employees referred to in subclause (4) shall be accompanied by such additional amount.

(6) Should the total amount submitted by an employer in terms of subclause (2) be in excess of the total amount of holiday pay due to all his employees, such excess amount shall be refunded to the employer concerned on the date on which the holiday pay is paid to his employees.

(7) The provisions of this clause shall apply *mutatis mutandis* in the case of a factory closing down during the course of any year.

(8) Any moneys held in this Fund shall, in the case of the insolvency of any employer who has contributed to this Fund, be transferred to the Stabilisation Insurance Fund, as continued under the provisions of clause 8 of this Agreement, and such amount shall then be off-set against the claim made against any guarantor and/or insolvent estate, as the case may be.

(9) Die Uitvoerende Komitee is verantwoordelik vir die bestuur van hierdie Fonds en kan vrystelling van die bepalings van hierdie klousule aan 'n werkgewer verleen. Met dien verstande egter dat, indien dié vrystelling te eniger tyd deur die Raad ingetrek word, die werkgewer binne sewe dae vanaf die datum van sodanige intrekking van dié vrystelling die totale bedrag wat vir daardie jaar ooreenkomstig subklousule (2) gestuur moes word, moet stuur asof geen vrystelling verleen was nie.

(10) Die rente gekweek op geld ingevolge subklousule (3) gedepeer, moet soos volg verdeel word:

(a) 25 persent moet aan die Raad betaal word om administrasiekoste te dek;

(b) die res moet aan die werkgewers terugbetaal word *pro rata* volgens die totale bedrag wat van elke werkgewer gedurende die jaar eindigende 31 Desember van elke jaar ontvang is.

(11) 'n Werkgewer wat alle geld bydra soos ingevolge subklousules (2) en (5) van hierdie klousule vereis, is nie verantwoordelik vir die betaling van die jaarlikse vakansieverlofbesoldiging en betaling vir openbare vakansiedae met besoldiging wat binne sodanige verloftydperk val soos in klousule 13 (1), (2) en (4) van die Hoofooreenkoms voorgeskryf nie.

(12) Subklousule (3) van klousule 4 en subklousules (11), (12) en (13) van klousule 8 is *mutatis mutandis* van toepassing op hierdie klousule.

10. VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

(1) Hierby word 'n voorsorgfonds voortgesit wat bekend staan as die Voorsorgfonds van die Klerasienywerheid (Transvaal), met die doel om bystand te verleen aan bydraers soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

(a) bydraes wat ooreenkomstig hierdie Ooreenkoms in die Fonds inbetaal is;

(b) rente op die belegging van geld van die Fonds;

(c) geld wat aan individuele bydraers kragtens klousule 12 van hierdie Ooreenkoms gekrediteer word;

(d) alle ander bedrae waarop die Fonds geregtig word of wat aan die Fonds geskenk word.

(3) (a) (i) Die administrasie van die Fonds berus by 'n Administratiewe Komitee wat minstens een maal elke kwartaal moet vergader en wat moet bestaan uit vyf werkgewersvertegenwoordigers en vyf werknemersvertegenwoordigers aangestel deur die Nywerheidsraad vir die Klerasienywerheid (Transvaal). Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word.

(ii) Die reëls van die Fonds soos aangeneem deur die Nywerheidsraad vir die Klerasienywerheid (Transvaal) kan, onderworpe aan die goedkeuring van die Raad en subklousule (9), te eniger tyd deur die Administratiewe Komitee gewysig word.

(b) Drie werkgewersvertegenwoordigers en drie werknemersvertegenwoordigers vorm 'n kworum en alle sake moet deur 'n meerderheid van stemme beslis word.

(c) Alle administrasiekoste word deur die Fondse gedra.

(d) 'n Kopie van die reëls en alle wysigings daarvan moet op die kantoor van die Sekretaris gedurende gewone kantoorure vir alle werkgewers of bydraers ter insae lê. 'n Kopie van sodanige reëls en alle wysigings daarvan moet aan die Direkteur-generaal van Finansies en die Direkteur-generaal van Mannekrag, Pretoria, verskaf word.

(e) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel, wie se besoldiging uit die Fonds betaal moet word. Die rekenings moet jaarliks geouditeer word vir die jaarlikse tydperke wat op 31 Desember eindig. Die geouditeerde staat en balansstaat moet daarna ter insae lê op die kantoor van die Nywerheidsraad en afskrifte daarvan moet gestuur word aan die Direkteur-generaal van Mannekrag, Pretoria, die Transvaal Clothing Manufacturers' Association, die Garment Workers' Union of South Africa en die National Union of Clothing Workers (S.A.).

(f) Alle geld wat die Fonds ontvang, moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. 'n Ampelike kwitansie moet gegee word vir alle geld wat die Fonds ontvang en trekkings uit die Fonds moet geskied per tjek geteken deur persone wat van tyd tot tyd deur die Administratiewe Komitee daartoe gemagtig word.

(g) Alle geld wat nie nodig is om lopende betalings te dek nie, moet deur die Administratiewe Komitee belê word ooreenkomstig die reëls betreffende die belegging van fondse soos deur die Raad en die Nywerheidsregistrateur goedgekeur.

(4) Lidmaatskap van die Fonds bestaan uit—

(a) alle werknemers vir wie minimum lone in die Hoofooreenkoms vir die Klerasienywerheid (Transvaal) voorgeskryf word;

(b) werknemers in die Nywerheid of lede van die personeel van die Transvaal Clothing Manufacturers' Association, die vakverenigings of die Nywerheidsraad vir die Klerasienywerheid (Transvaal) wat, met die toestemming van hul werkgewer, bydraers tot die Fonds word.

(9) The Executive Committee shall be responsible for the management of this Fund and shall have the right to grant exemption from the provisions of this clause to any employer: Provided, however, that should such exemption be withdrawn at any time by the Council, the employer shall be liable to submit, within seven days from the date of withdrawal of such exemption, the total amount that would have been submitted for that year in terms of subclause (2) as if no exemption had been granted.

(10) The interest earned on moneys deposited in terms of subclause (3) shall be distributed as follows:

(a) 25 per cent shall be paid to the Council to cover administration costs;

(b) the balance shall be refunded to the employers *pro rata* to the total amounts received from each employer during the year ending 31 December of each year.

(11) An employer contributing all moneys as required in terms of subclauses (2) and (5) of this clause shall not be responsible for payment of the annual holiday leave pay and payment for paid public holidays falling within such leave period as prescribed in clause 13 (1), (2) and (4) of the Agreement.

(12) The provisions of subclause (3) of clause 4 and subclauses (11), (12) and (13) of clause 8 shall *mutatis mutandis* apply to this clause.

10. PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

(1) There is hereby continued a provident fund known as the Provident Fund for the Clothing Industry (Transvaal) the purpose of which shall be the provision of benefits to contributors as provided in this Agreement.

(2) 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 moneys credited to individual contributors in terms of clause 12 of this Agreement;

(d) any other sums to which the Fund may become entitled or which may be donated to the Fund.

(3) (a) (i) The administration of the Fund shall be vested in an Administrative Committee, which Committee shall meet at least once in each quarter and shall consist of five employers' representatives and five employees' representatives appointed by the Industrial Council for the Clothing Industry (Transvaal). For each representative an alternate shall be appointed.

(ii) The rules of the Fund as adopted by the Industrial Council for the Clothing Industry (Transvaal) may be amended at any time by the Administrative Committee subject to the approval of the Council and to the provisions of subclause (9).

(b) Three employers' representatives and three employees' representatives shall constitute a quorum and all matters shall be determined by a majority vote.

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

(d) A copy of the rules and any amendments thereof shall be available for inspection by any employer or contributor, at the office of the Secretary, during ordinary office hours. A copy of such rules and any amendments thereof shall be furnished to the Director-General of Finance and the Director-General of Manpower, Pretoria.

(e) The Council shall appoint a public accountant or accountants whose remuneration shall be paid out of the Fund. The accounts shall be audited annually for the annual periods ending 31 December. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Industrial Council and copies thereof shall be transmitted to the Director-General of Manpower, Pretoria, the Transvaal Clothing Manufacturers' Association, the Garment Workers' Union of South Africa and the National Union of Clothing Workers (S.A.).

(f) 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 Administrative Committee.

(g) Any moneys not required to meet current payments shall be invested by the Administrative Committee in accordance with the provisions of the rules relating to investment of funds as approved by the Council and the Industrial Registrar.

(4) The membership of the Fund shall consist of—

(a) all employees for whom minimum wages are prescribed in the Main Agreement for the Clothing Industry (Transvaal);

(b) employees in the Industry or members of the staff of the Transvaal Clothing Manufacturers' Association, the trade unions or the Industrial Council for the Clothing Industry (Transvaal) who, with the consent of their employer, become contributors to this Fund.

(5) (a) Elke werkgewer moet op die betaaldag van elke week en met ingang van die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms die bedrae hieronder genoem, aftrek van die loon van elke bydraer in sy diens en die bedrae bydra ten opsigte van sodanige bydraes soos hieronder uiteengesit: Met dien verstande dat geen bedrag afgetrek mag word van die loon van 'n bydraer wat minder as 20 uur gewerk het in die week waarin die bedrae afgetrek moet word nie:

(i) Van die loon van elke bydraer wat minder as R32 per week verdien, moet daar op elke betaaldag 70c afgetrek word;

(ii) van die loon van elke bydraer wat R32 of meer per week verdien, moet daar op elke betaaldag 70c afgetrek word en van elke R4 of gedeelte daarvan wat meer as R32 is, moet daar nog 10c afgetrek word;

(iii) by die totale bedrag wat ooreenkomstig subparagrafe (i) en (ii) afgetrek word, moet elke werkgewer ten opsigte van elke werknemer 'n gelyke bedrag voeg.

Die werkgewer moet die totaal van die bedrae wat ingevolge subparagrafe (i) en (ii) afgetrek is, tesame met sy eie bydrae ingevolge subparagraaf (iii) van hierdie subklousule en 'n staat in die vorm van Aanhangsel B van hierdie Ooreenkoms binne sewe dae na die datum waarop die bedrae afgetrek is, aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur.

(b) Indien 'n werkgewer nalaat om die vereiste bedrae van sy werknemer se besoldiging af te trek, is hy nie geregtig om die bedrag wat van hom geëis word, op sy werknemer te verhaal nie.

(c) Subklousule (3) van klousule 4 is *mutatis mutandis* van toepassing op hierdie klousule.

(6) (a) (i) Bystand word aan bydraers verleen soos in die reëls van die Fonds voorgeskryf.

(ii) Bydraers wat die Nywerheid verlaat het, kan aansoek doen om terugbetaling van al die opgelope bystand. Betaling aan 'n bydraer moet gedoen word voordat so 'n bydraer reeds ses maande uit die Nywerheid is nie (uitgesonderd na goeddunke van die Administratiewe Komitee).

Aansoeke om bystand moet skriftelik wees en in die vorm voorgeskryf in die reëls van die Fonds.

(b) Van elke bydraer word vereis om 'n bevoordeelde te benoem aan wie, ingeval van die dood van die bydraer, alle bystand wat aan so 'n bydraer verskuldig is, betaal moet word. Ingeval die Fonds nie in kennis gestel is wie so 'n bevoordeelde is nie, moet alle bystand wat ten tyde van die bydraer se dood verskuldig is, in die boedel van sodanige gestorwe bydraer gestort word.

Die benoeming van 'n bevoordeelde moet in die vorm van Aanhangsel A gedoen word.

(c) Wanneer 'n bydraer na die Nywerheid terugkeer voordat betaling na 'n aansoek om terugbetaling gedoen is, vervel die aansoek outomaties en word bydraes onmiddellik hervat.

(d) Met alle bedrae in die krediet van 'n bydraer wat nie vir 'n ononderbroke tydperk van drie jaar in die Nywerheid in diens was nie, moet gehandel word soos in die reëls bepaal.

(7) (a) Die minimum bystand wat aan 'n bydraer by terugbetaling betaal moet word, is die totale bedrag deur sodanige bydraer bygedra, plus—

(i) indien die getal weeklikse bydraes altesaam 288 of meer maar minder as 336 is, 20 persent van die bedrag namens hom deur sy werkgewer bygedra;

(ii) indien die getal weeklikse bydraes altesaam 336 of meer maar minder as 384 is, 40 persent van die bedrag namens hom deur sy werkgewer bygedra;

(iii) indien die getal weeklikse bydraes altesaam 384 of meer maar minder as 480 is, vir elke daaropvolgende 48 weeklikse bydraes 'n addisionele 20 persent van die bedrag namens hom deur sy werkgewer bygedra;

(iv) indien die getal weeklikse bydraes altesaam 480 of meer is, 100 persent van die bedrag namens hom deur sy werkgewer bygedra;

of in die geval van die dood van die bydraer is die bystand wat aan sy bevoordeelde betaal moet word die totale bedrag deur sodanige bydraer bygedra, plus 100 persent van die bedrag namens hom deur sy werkgewer bygedra.

(b) Ten einde die persentasie van die werkgewer se bydraes te bereken wat verskuldig is aan bydraes in subklousule (10) bedoel, beteken "tydperk van bydraes" die totale getal weke waarmee sodanige lid in daardie subklousule gekrediteer is, en sodanige getal weke word beskou as bykomende weeklikse bydraes, maar die persentasie van die werkgewer se bydraes moet slegs bereken word op die weeklikse bydraes wat werklik na 31 Desember 1956 betaal is.

(c) 'n Lid wat na die Nywerheid terugkeer nadat sy bydraes aan hom terugbetaal is, word geag 'n nuwe bydraer te wees.

(d) 'n Lid aan wie sy bydraes ooreenkomstig 'n vorige ooreenkoms terugbetaal is, moet met ingang van die inwerkingtreding van hierdie Ooreenkoms geag word 'n nuweling in die Nywerheid te wees.

(5) (a) Every employer shall, on the pay-day of each week and from the first pay-day after this Agreement comes into operation, deduct the following amounts from the wages of each contributor in his employ, and contribute the amounts in respect of such contributions as are set out hereunder: Provided that no deduction shall be made from the wages of a contributor who has worked for less than 20 hours in the week in which the deductions fall due:

(i) Every contributor whose weekly wage is less than R32 shall have 70c deducted from his wages on each pay-day;

(ii) every contributor whose weekly wage is R32 or more shall have 70c deducted from his wages on each pay-day, and for each R4 or part thereof in excess of R32, a further 10c shall be deducted;

(iii) to the aggregate amount deducted under subparagraphs (i) and (ii) every employer shall contribute an equal amount in respect of each employee.

The employer shall forward the total amounts deducted under subparagraphs (i) and (ii) together with his own contribution in terms of subparagraph (iii) of this subclause to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, together with a statement in the form of Annexure B to this Agreement, within seven days from the date on which the deductions were made.

(b) Should an employer fail to make the required deductions from the remuneration of his employee he shall not be entitled to recover from his employee the amount claimed from him.

(c) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

(6) (a) (i) Benefits shall be provided to contributors as may be prescribed in the rules of the Fund.

(ii) Contributors who have left the Industry may apply for a withdrawal of all accumulated benefits. Payment shall not be made to a contributor until such contributor has been out of the Industry for six months (except at the discretion of the Administrative Committee).

Applications for benefits shall be made in writing, in the form prescribed in the rules of the Fund.

(b) 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 shall be paid. In the event of the Fund not being advised of such beneficiary, any benefits due at the time of a contributor's death shall be paid into the estate of such deceased contributor.

The nomination of a beneficiary shall be made in the form of Annexure A.

(c) When a contributor returns to the Industry before payment has been made on an application of withdrawal, the application shall automatically lapse and contributions forthwith be resumed.

(d) Any amount held to the credit of a contributor who has not been employed in the Industry for a continuous period of three years shall be disposed of as provided in the rules.

(7) (a) The minimum benefits that shall be paid to a contributor on withdrawal shall be the total amount contributed by such contributor plus—

(i) if the total number of weekly contributions is 288 or more, but less than 336, 20 per cent of the amount contributed on his behalf by his employer;

(ii) if the total number of weekly contributions is 336 or more, but less than 384, 40 per cent of the amount contributed on his behalf by his employer;

(iii) if the total number of weekly contributions is 384 or more, but less than 480, for each succeeding 48 weekly contributions an additional 20 per cent of the amount contributed on his behalf by his employer;

(iv) if the total number of weekly contributions is 480 or more, 100 per cent of the amount contributed on his behalf by his employer;

or, in the case of the death of the contributor the benefits which shall be paid to his beneficiary shall be the total amount contributed by such contributor, plus 100 per cent of the amount contributed on his behalf by his employer.

(b) For the purpose of calculating the percentage of the employer's contributions due to contributors referred to in subclause (10), "period of contribution" shall mean the total number of weeks with which such member is credited in that subclause and such number of weeks shall be regarded as additional weekly contributions, but the percentage of the employer's contributions shall be calculated only on the weekly contributions actually paid after 31 December 1956.

(c) A member who re-enters the Industry after withdrawing contributions shall be deemed to be a new contributor.

(d) A member who has withdrawn his contributions under the provisions of any previous Agreement shall as from the coming into operation of this Agreement be regarded as a newcomer in the Industry.

(8) Benewens die terugbetaling van 'n bydraer se eie bydraes en die betaling van sodanige bystand wat in sy guns opgeloopt het, is 'n bydraer geregtig op rente waarvan die koers deur die Administratiewe Komitee bepaal word, maar wat minstens die koers moet wees wat deur die Poskantoor se Oop Spaarrekening betaal word: Met dien verstande dat—

- (i) geen rente aan 'n bydraer betaalbaar is nie voordat minstens een volle jaar verloop het na die datum van die eerste bydrae;
- (ii) rente nie betaalbaar is vir 'n los tydperk van minder as drie maande nie;
- (iii) rente slegs betaal word op volle bedrae van R2;
- (iv) bydraers rente op slegs hul eie bydraes ontvang;
- (v) die rente wat in bydraers se guns ooploop, aan bydraers se rekenings gekrediteer en aan hulle betaal word saam met die terugbetaling van bydraes en ander bystand wat verskuldig is.

(9) (a) Die Raad kan van tyd tot tyd die bystand vermeerder wat in hierdie Ooreenkoms vermeld is, deur 'n bonus te verklaar, gelet op die verbetering van die geldelike toestand van die Fonds as gevolg van—

(i) die ooploop van rente;

(ii) bydraers wat die Nywerheid verlaat voordat hulle vir die volle 100 persent van die werkgevers se bydraes in aanmerking kom:

Met dien verstande dat sodanige bonus bepaal moet word slegs na 'n ondersoek deur 'n openbare rekenmeester i.s. die bates en laste van die Fonds: Voorts met dien verstande dat sodanige bonus nie meer mag wees nie as 'n bedrag wat deur so 'n rekenmeester aanbeveel is. So 'n bonus moet in die krediet van die bydraer se rekening geplaas word en is aan sodanige bydraer betaalbaar, gelyktydig met en benewens die bystand wat by subklousules (6) en (7) van hierdie klousule voorgeskryf is.

(b) Die Raad kan ook geld wat verkry word op die wyse in paragraaf (a) (i) en (ii) van hierdie subklousule vermeld, gebruik vir die vergroting van die bystand—

(i) aan bydraers wat verplig is om die Nywerheid vir goed te verlaat weens swak gesondheid of ongeskiktheid; of

(ii) aan afgestorwe bydraers, deur die betaling van sterftebystand aan die boedel, die bevoordeelde of bevoordeeldes of enigen wat die begrafniskoste van sodanige afgestorwe bydraer betaal.

(10) Benewens alle ander bystand waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word, is lede wat voor 31 Desember 1956 tot die Voorsorgfonds van die Klerasiennywerheid (Transvaal) bygedra het, geregtig op die bedrae waarmee hul individuele rekenings gekrediteer is ingevolge klousule 12 van die Ooreenkoms gepubliseer by Goewernments-kennisgewing R. 1329 van 30 Julie 1971.

(ii) Bystand mag—

(a) op generlei wyse gesedeer, afgestaan, oorgeplaas of oorgemaak word nie, nóg in die algemeen, nóg as sekuriteit vir skuld of verpligting van die bydraer. Die Fonds is onder geen verpligting om sodanige beweerde sedering, afstand, oorplasing of oormaking te erken of daarvolgens op te tree nie;

(b) nie in beslag geneem word as gevolg van 'n hofbevel nie;

(c) nie van skuld, aangegaan deur die persoon wat op sodanige bystand geregtig is, afgetrek word nie, behalwe in die geval van 'n lening aan 'n bydraer toegestaan uit sy leningsrekening en rente op sodanige lening verskuldig.

(12) Ondanks andersluidende bepalinge hierin vervat, kan die Nywerheidsraad vir die Klerasiennywerheid (Transvaal) die Fonds formeel ontbind soos bepaal en alle fondse, bates en laste oordra na 'n fonds met hoofsaaklik dieselfde doelstellings as dié waarvoor hierdie Fonds in die lewe geroep is. Indien daar so besluit word, moet alle bedrae in die persoonlike krediet van lede van die Fonds oorgeplaas word in hul krediet in die nuwe fonds en die bystand verskuldig aan lede op die datum van oorplasing mag op generlei wyse deur sodanige oorplasing verminder word nie.

(13) Ingeval die Raad ontbind word gedurende die geldigheidstermyn van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstryking van die tydperk van twee jaar in klousule 2 (2) bedoel, moet bydraes tot die Fonds, ondanks andersluidende bepalinge in hierdie Ooreenkoms, gestaak word met ingang van die datum wat volg op die datum van publikasie in die *Staatskoerant* van die kennisgewing van ontbinding van die Raad kragtens artikel 34 (2) van die Wet, en moet die Fonds *mutatis mutandis* gelikwider word op die wyse in klousule 2 (2) van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat die pligte in verband met sodanige likwidasië verrig moet word deur dié liggaam of persone wat die Nywerheidsregistrator aanstel.

(14) By likwidasië van die Fonds kragtens subklousule (13), en die uitbetaling van geld wat aan lede kragtens daardie subklousule verskuldig is, moet die geld wat in die krediet van die Fonds oorbly na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-koste, in die fondse van die Raad gestort word. Indien die sake van die Raad alreeds bereedder en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

(15) Die lede van die Nywerheidsraad of die lede van die Administratiewe Komitee mag nie aanspreeklik gehou word vir 'n handeling wat tot 'n verlies vir die Fonds kan lei nie, waar sodanige handeling te goeder trou gedoen is.

(8) In addition to the refund of a contributor's own contributions and the payment of such benefits as may have accrued to him, a contributor shall be entitled to interest, the rate of which shall be determined by the Administrative Committee but which shall be not less than the rate paid by the Post Office Open Savings Accounts: Provided that—

(i) no interest shall be payable to a contributor before at least one full year has expired from the date of the first contribution;

(ii) interest shall not be payable for any odd period of less than three months;

(iii) interest shall be payable on completed amounts of R2 only;

(iv) contributors shall only be paid interest on their own contributions;

(v) the interest accruing to contributors shall be credited to the contributors' accounts and paid to them together with the refund of contributions and any other benefits which may be due.

(9) (a) The Council may from time to time increase the benefits stated in this Agreement by declaration of a bonus in the light of improvement in the finances of the Fund through—

(i) accrual of interest;

(ii) contributors leaving the Industry before qualifying for the full 100 per cent of the employers' contributions:

Provided that any such bonus shall be determined only after an investigation by a public accountant into the assets and liabilities of the Fund: Provided further that such bonus shall not be in excess of any amount recommended by such accountant. Such bonus shall be credited to the contributor's account, and shall be payable to such contributor at the same time and in addition to the benefits prescribed in subclauses (6) and (7) of this clause.

(b) The Council may also use moneys arising out of paragraph (a) (i) and (ii) of this subclause to augment benefits—

(i) to contributors who are compelled to leave the Industry permanently on account of ill-health or incapacity; or

(ii) to deceased contributors by the payment of a death benefit to the estate, the beneficiary or beneficiaries, or any person defraying the funeral expenses of such deceased contributor.

(10) In addition to any other benefits provided for in this Agreement, members who were contributors to the Provident Fund for the Clothing Industry (Transvaal) prior to 31 December 1956, shall be entitled to the amounts credited to their individual accounts in terms of clause 12 of the Agreement published under Government Notice R. 1329 of 30 July 1971.

(11) 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 or process of any court;

(c) set off against any debt due by the person entitled to such benefits, except in the case of a loan granted to a contributor from his loan account and any interest due on such loan.

(12) Notwithstanding anything to the contrary herein contained, the Industrial Council for the Clothing Industry (Transvaal) may formally dissolve the Fund as constituted and transfer all funds, assets and liabilities to a fund duly constituted for substantially the same purposes for which this Fund was created. In the event of such decision, all amounts standing to the personal credit of members of the Fund shall be transferred to their credit under the new Fund and the benefits due to members, as at the date of such transfer, shall in no way be diminished by virtue of such transfer.

(13) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiration 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 34 (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 such other body or persons as the Industrial Registrar may appoint.

(14) Upon liquidation of the Fund in terms of subclause (13) and payment of money due to members in terms of that subclause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the funds of the Council. If the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(15) The members of the Industrial Council or the members of the Administrative Committee shall not be held responsible for any act which may result in loss to the Fund where such act was done in good faith.

11. OPLEIDINGSRAAD VIR DIE KLERSIENYWERHEID

(1) Nademaal die Raad in kennis gestel is van die totstandkoming van die Opleidingsraad vir die Klersienywerheid (wat deur die National Clothing Federation of South Africa ingestel is, en hierna die "Opleidingsraad" genoem word), magtig hy hierby die invordering van bydraes ooreenkomstig die prosedure in hierdie klousule uiteengesit, met die doel om die doelwitte uiteengesit in die reëls van die Opleidingsfonds van die Klersienywerheid te verwesenlik.

(2) (a) Behoudens paragraaf (b) van hierdie subklousule, moet elke werkgever in die Nywerheid 'n bedrag gelykstaande met 15c per werknemer per week tot die Opleidingsfonds bydra, en hierdie bedrag moet binne sewe dae na die einde van die week waarin die bydraes betaalbaar is aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, betaal word.

(b) Geen betaling moet gemaak word ten opsigte van 'n werknemer vir 'n week waarin hy minder as 20 uur gewerk het nie.

(3) Die totale bedrag van bydraes wat deur die Raad ingevolge subklousule (2) ingevorder word, min die invorderinggeld waarvoor die Raad en die National Clothing Federation of South Africa ooreengekom het, moet voor of op die 28ste dag van die maand wat volg op die maand waarin die bydraes ontvang word aan die National Clothing Federation of South Africa ten behoeve van die Opleidingsfonds, Posbus 8107, Johannesburg, 2000, betaal word.

(4) Kopieë van die reëls en alle geouditeerde jaarrekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word. Vir die toepassing van hierdie subklousule, sluit die uitdrukking "reëls" in alle wysigings van die reëls wat van tyd tot tyd aangeneem word.

(5) Subklousule (3) van klousule 4 is *mutatis mutandis* van toepassing op hierdie klousule.

12. UITTREKSELS UIT LOONREGISTERS

Elke werkgever moet ten opsigte van elke kalendermaand 'n opgawe in die vorm van Aanhangsel C aan die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, stuur wat ten opsigte van elke werknemer die volgende aantoon: Die Nywerheidsraadnommer, die kloknommer (as daar een is), die weeklikse bedrae wat afgetrek is ooreenkomstig klousule 10 van hierdie Ooreenkoms en die getal bedrae wat afgetrek is ten opsigte van die Fondse van die Nywerheidsraad, die Mediese Bystandsvereniging van die Klersienywerheid (Transvaal), die Siekebesoldigingsfonds van die Klersienywerheid (Transvaal), die Slaptesbesoldigingsfonds van die Klersienywerheid (Transvaal), die Opleidingsfonds van die Klersienywerheid (Transvaal) en die Stabilisasieversekeringsfonds van die Klersienywerheid (Transvaal), die datum van indiensneming (as die werknemer in diens geneem is gedurende die kalendermaand waarop die opgawe betrekking het), die beroep, die datum van diensbeëindiging (as die werknemer se diens gedurende die kalendermaand waarop die vorm betrekking het, beëindig is), en die weekloon aan elke werknemer betaal.

Hierdie vorm moet voor of op die 10de dag van die maand wat volg op die kalendermaand waarop die opgawe betrekking het by die Raad ingedien word.

13. AGENTE

Die Raad kan een of meer persone as agente aanstel om hulp te verleen met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgever en elke werknemer om dié agente toe te laat om dié ondersoekte te doen en dié persone te ondervra wat vir hierdie doel nodig is.

14. VRYSTELLINGS

(1) Behoudens artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede vrystelling van die bepalings van klousules 5, 6, 7, 8 en 9 verleen.

(2) Die Raad moet die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor die vrystelling van krag bly en kan, na een week skriftelike kennisgewing aan die betrokke persone, sodanige vrystelling herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik, deur hom onderteken, waarop die volgende voorkom:

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes wat ooreenkomstig subklousule (2) vasgestel is waarop sodanige vrystelling verleen word; en
 - (d) die tydperk waarin die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n kopie van elke uitgereikte sertifikaat behou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur.

(5) Elke werkgever en elke werknemer moet die bepalings nakom van 'n vrystellingsertifikaat wat kragtens hierdie klousule uitgereik word.

Op hede die 27ste dag van Oktober 1983 te Johannesburg onderteken.

T. KINNEAR, Voorsitter.

A. SCHEEPERS, Ondervoorsitter.

J. H. THOMAS, Sekretaris.

11. CLOTHING INDUSTRY TRAINING BOARD

(1) The Council having been advised of the establishment of the Clothing Industry Training Board (established by the National Clothing Federation of South Africa and hereinafter referred to as the "Training Board"), hereby authorises, for the purposes of implementing the objects set forth in the Rules of the Clothing Industry Training Fund, the collection of contributions in accordance with the procedure detailed in this clause.

(2) (a) Subject to the provisions of paragraph (b) of this subclause, every employer in the Industry shall contribute to the Training Fund an amount equal to 15c per employee per week, which amount shall be paid to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, within seven days after the end of the week in which the contributions fall due.

(b) No payment shall be made in respect of an employee for any week in which he is employed for less than 20 hours.

(3) The total amount of contributions collected by the Council in accordance with the provisions of subclause (2), less such amount as shall be agreed upon by the Council and the National Clothing Federation of South Africa as a collection fee, shall be paid to the National Clothing Federation of South Africa on behalf of the Training Fund, P.O. Box 8107, Johannesburg, 2000, not later than the 28th day of the month following that during which the contributions are received.

(4) Copies of the rules and all audited annual accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Director-General of Manpower. For the purposes of this subclause, the term "Rules" shall include any amendment to the Rules adopted from time to time.

(5) The provisions of subclause (3) of clause 4 shall *mutatis mutandis* apply to this clause.

12. EXTRACTS FROM WAGE REGISTERS

Every employer shall, in respect of each calendar month, forward a return in the form of Annexure C to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000, showing, in respect of each employee, the Industrial Council number, clock number (if any), the weekly amounts deducted in terms of clause 10 of this Agreement and the number of deductions made in respect of the funds of the Industrial Council, the Medical Benefit Society for the Clothing Industry (Transvaal), the Sick Pay Fund for the Clothing Industry (Transvaal), the Slack Pay Fund for the Clothing Industry (Transvaal), the Training Fund for the Clothing Industry (Transvaal) and the Stabilisation Insurance Fund for the Clothing Industry (Transvaal), the date of engagement (if the employee was engaged during the calendar month to which the return relates) the occupation, the date of termination (if the employee's services were terminated during the calendar month to which the form relates), and the weekly wage paid to each employee.

This form shall be submitted to the Council not later than the 10th day of the month following the calendar month to which the return relates.

13. 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 and employee to permit such agents to institute such enquiries and to interrogate such persons as may be necessary for this purpose.

14. EXEMPTIONS

(1) Subject to the provisions of section 51 (3) of the Act, the Council may for any good or sufficient reason grant exemption from the provisions of clauses 5, 6, 7, 8 and 9.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate and may, after one week's notice, in writing, to the persons concerned, withdraw such exemption.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

(5) Every employer and employee shall observe the provisions of any licence of exemption issued in terms of this clause.

Signed at Johannesburg this 27th day of October 1983.

T. KINNEAR, Chairman.

A. SCHEEPERS, Vice-Chairman.

J. H. THOMAS, Secretary.

Vul asseblief in en stuur terug aan:

VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)

Dienskaartnummer.....

BENOEMING VAN BEVOORDEELDE OM BYSTAND TE ONTVANG

1. Ek, mnr./mev./mej. (volle naam in blokletters)
 woonagtig te
 stel hierby as my bevoordeelde(s) aan:

[illegible]

om ingevolge klousule 10 (6) (b) van die Ooreenkomst en die reëls van die Voorsorgfonds, bystand in ontvangs te neem wat uit genoemde Fonds as gevolg van my dood mag voortspruit, en ek is daarmee eens dat geen wysiging in die benoeming van die bevoordeelde(s) deur die Voorsorgfonds erken moet word nie, tensy ek die Sekretaris van die Raad, Posbus 5101, Johannesburg, 2000, skriftelik daarvan kennis gegee het.

2. Ek vrywaar die Raad, soos verteenwoordig deur die Administratiewe Komitee van genoemde Fonds, teen enige eis wat deur die verteenwoordiger van my bestorwe boedel of deur enige persoon hoegenaamd ingestel mag word vir die betaling uit genoemde Fonds van enige bystand: Met dien verstande dat die uitbetaling kragtens die bepaling hiervan aan my bevoordeelde(s) gedoen word.
3. Ingeval voormelde bevoordeelde of enigeen van die bevoordeeldes voor my te sterwe kom verleen ek magtiging daarvoor dat uitbetaling aan 'n verteenwoordiger van my boedel gedoen word, en die Voorsorgfonds word daarna geheel en al onthef van die aanspreeklikheid om uitbetaling van enige sodanige bystand aan sodanige bevoordeelde(s) of enige persoon hoegenaamd te doen.

Gedateer te op hede dag van 19

Handtekening van bydraer

AS GETUIES:

1..... 2.....

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)

Garment Centre, hoek van Kerk- en Endstraat, Johannesburg, 2001

Posbus 5101
Johannesburg, 2000

WEEKLIKSE OPGAWES

(Vorm wat ingevul moet word ingevolge klousule 4 tot 11 van hierdie Ooreenkoms)

Naam van fabriek

Adres

Bydraes vir die week eindigende.....19.....

SIEKEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)		R	c	R	c
Getal bydraes gedurende die week afgetrek—		Tarief			
van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is (teen 15c elk)					
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....					
Voeg by tekortbetaling op vorige opgawe(s)					
Totale bydrae vir S.B.F					
MEDIËSE BYSTANDSVERENIGING VAN DIE KLERASIENYWERHEID (TRANSVAAL)					
Getal bydraes gedurende die week afgetrek—		Tarief			
van alle werknemers (teen 77c elk)					
Werkgewer se bydrae: Aantal aftrekkings van alle werknemers..... (teen 55c elk)					
Totale bydrae vir M.B.V.....					

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (TRANSVAAL)		R	c	R	c
Getal bydraes gedurende die week afgetrek—					
Tarief					
van alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is (teen 14c elk)					
Werkgewer se bydrae: 'n Bedrag gelyk aan die bedrag hierbo.....					
Voeg by tekortbetaling op vorige opgawe(s).....					
Totale bydrae vir N.R.K.N.....					
VOORSORGFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)					
Werknemers se bydraes, soos per Aanhangsel C.....					
Werkgewer se bydrae, soos per Aanhangsel C.....					
Voeg by tekortbetaling op vorige opgawe(s).....					
Totale bydrae vir V.F.K.N. (Transvaal).....					
STABILISASIEVERSEKERINGSFONDS					
Getal werknemers.....					
Tarief					
Werkgewer se bydrae..... (teen 25c elk)					
Voeg by tekortbetaling op vorige opgawe(s).....					
Totale bydrae vir Stabilisasieversekeringsfonds.....					
OPLEIDINGSRAAD VIR DIE KLERASIENYWERHEID					
Werkgewer se bydrae (teen 15c per werknemer per week).....					
VAKANSIEBESOLDIGINGSFONDS VAN DIE KLERASIENYWERHEID (TRANSVAAL)					
Werkgewer se bydrae teen 8 % van R....., synde die totale weeklikse loon vir die week eindigende.....					
Totale bydraes betaalbaar aan alle Fondse.....					
Trek af oorbetalings op vorige opgawe(s):					
S.B.F.					
M.B.V.					
Raad					
V.F.					
S.V.F.					
O.F.					
Totale bedrag oorbetaal					
Groottotaal					

ANNEXURE A

Please complete and return to:

PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Service Card No.....

NOMINATION OF BENEFICIARY TO RECEIVE BENEFITS

1. I, Mr/Mrs/Miss (full name in block letters).....
 residing at
 hereby appoint as my beneficiary(ies):

Full name(s) and exact relationship of beneficiary(ies)	Proportion to be paid	Present address(es) of beneficiary(ies)

in terms of clause 10 (6) (b) of the Agreement and 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 nomination of the beneficiary(ies) shall be recognised by the Provident Fund unless notification thereof shall have been given by me in writing to the Secretary of the Council, P.O. Box 5101, Johannesburg, 2000.

2. I indemnify the Council as represented by the Administration Committee of the said Fund against any claim made by the representatives 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 beneficiary(ies) in terms hereof.
3. In the event of the aforesaid beneficiary or any of the beneficiaries predeceasing me, 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 such beneficiary(ies) or any other person whatsoever.

Dated at this day of 19...

.....
Signature of contributor

AS WITNESSES:

1. 2.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)

Garment Centre, cor. of Kerk and End Streets, Johannesburg, 2001

P.O. Box 5101
Johannesburg, 2000

WEEKLY RETURN

(Form to be completed in terms of clauses 4 to 11 of this Agreement)

Name of factory

Address

Contribution for the week ending 19.....

	R	c	R	c
SICK PAY FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)				
Number of deductions made during the week—	Rates			
from all employees for whom wages are prescribed in the Agreement	(at 15c each)			
Employer's contribution: An amount equal to the amount above				
Add underpayment on previous return(s)				
Total contribution for the S.P.F.				
MEDICAL BENEFIT SOCIETY FOR THE CLOTHING INDUSTRY (TRANSVAAL)				
Number of deductions made during the week—	Rates			
from all employees	(at 77c each)			
Employer's contribution: Number of deductions made from all employees under (b) above	(at 55c each)			
Total contributions for the M.B.S.				
INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (TRANSVAAL)				
Number of deductions made during the week—	Rates			
from all employees for whom wages are prescribed in the Agreement	(at 14c each)			
Employer's contribution: An amount equal to the amount above				
Add underpayment on previous return(s)				
Total contribution for the I.C.C.I.				
PROVIDENT FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)				
Employee's contribution, as per Annexure C				
Employer's contribution, as per Annexure C				
Add underpayment on previous return(s)				
Total contribution P.F.C.I. (Transvaal)				
STABILISATION INSURANCE FUND				
Number of employees	Rates			
Employer's contribution	(at 25c each)			
Add underpayment on previous return(s)				
Total contribution for Stabilisation Insurance Fund				

CLOTHING INDUSTRY TRAINING BOARD	R	c	R	c
Employer's contribution (at 15c per employee per week)				
HOLIDAY PAY FUND FOR THE CLOTHING INDUSTRY (TRANSVAAL)				
Employer's contribution at 8 % of R, being the total weekly wage for the week ending				
Total contributions payable to all Funds				
Deduct overpayment on previous return(s):				
S.P.F.				
M.B.S.				
Council				
P.F.				
S.I.F.				
T.F.				
Total amount overpaid				
Grand total				

(Form to be completed in terms of clause 23 of the Main Agreement)

CONTRIBUTION LIST

Month.....

Checking for receipting	
Receipting	
Statistics	
Provident record check	
Adds	
Lefts	
Preparing for posting	
Posting	
Filing	
Before filing, check that list has been through all departments.	

No. 9101 19

INHOUD

No.	Bladsy No.	Staats- koerant No.
Mannekrag, Departement van Goewermentskennisgewing		
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