



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE



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[No. 2497

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 3041 1 Augustus 1969

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP

OPLEIDINGSFONDSDOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1972 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 10, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1972 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 10, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1972 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister of Labour.

A—43183

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 3041 1 August 1969

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE

TRAINING FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 December 1972, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 10, shall be binding from the second Monday after the date of publication of this notice and for the period ending 31 December 1972, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and from the second Monday after the date of publication of this notice and for the period ending 31 December 1972, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 10, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—2497

BYLAIE
NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die
Cape Clothing Manufacturers' Association
Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrostrikte die Kaap, Wynberg, Simonstad, Bellville, Somerset-Wes, Strand en Worcester nagekom word deur die werkgewers en die werknemers in die Klerasienywerheid wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is.

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

(i) slegs van toepassing ten opsigte van werknemers vir wie daar lone in die Hofooreenkoms voorgeskryf word;

(ii) nie van toepassing op werknemers en werkende direkteure wie se lone nie minder is nie as R3,120 per jaar.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister ingevolge subartikel (1) van artikel 48 van die Wet mag vasstel en bly van krag tot 31 Desember 1972, of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Fonds" die Opleidingsfonds vir die Klerasienywerheid (Kaap) wat ingevolge hierdie Ooreenkoms ingestel word;
"fondswEEK" 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

"Hofooreenkoms" die Ooreenkoms vir die Klerasienywerheid (Kaap) gepubliseer by Goewermentskennisgewing R. 651 van 5 Mei 1967, soos gewysig, of die ooreenstemmende bepalings van 'n ooreenkoms wat daardie ooreenkoms vervang;

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

"kwekeling" 'n persoon wat 'n opleidingskursus by die Opleidingsentrum vir die Klerasienywerheid (Kaap) volg;

"Opleidingsentrum" die Opleidingsentrum vir die Klerasienywerheid (Kaap) wat deur die Raad kragtens hierdie Ooreenkoms ingestel word.

4. OPLEIDINGSFONDS

(1) Hierby word 'n Fonds ingestel wat bekend staan as die "Opleidingsfonds vir die Klerasienywerheid (Kaap)" vir die doel van die stigting van 'n opleidingsentrum vir die Klerasienywerheid en vir die doel om opleidingsfasiliteite ten opsigte van werknemers in die Nywerheid te voorsien.

(2) Die Fonds bestaan uit—

(a) bydraes wat in die Fonds inbetaal word ooreenkomstig die bepalings van klousule 6 van hierdie Ooreenkoms;

(b) rente ontvang van die belegging van gelde van die Fonds;

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

5. STIGTING EN FUNKSIES VAN BESTUURSKOMITEE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee bestaande uit vier werkgewersverteenvoordigers en vier werknemersverteenvoordigers wat deur die Raad, ingevolge die konstitusie van die Raad by 'n behoorlik gekonstitueerde vergadering van die Raad, aangestel word, tesame met die Voorsitter en Ondervoorsitter van die Raad, wat amptshalwe lede van die Bestuurskomitee is.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Somerset West, Strand and Worcester by the employers and the employees in the Clothing Industry who are members of the employers' organisations and trade union respectively.

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

(i) only apply in respect of employees for whom wages are prescribed in the Main Agreement;

(ii) not apply to employees and working directors whose wages are not less than R3,120 per annum.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of subsection (1) of section forty-eight of the Act, and shall remain in force until 31 December, 1972, or for such period as may be determined by hom.

3. DEFINITIONS

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

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

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

"Main Agreement" means the Agreement for the Clothing Industry (Cape) published under Government Notice R. 651 of 5 May 1967, as amended, or the corresponding provisions of any agreement superseding that agreement;

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

"trainee" means any person who undergoes a course of training at the Cape Clothing Industry Training Centre;

"Training Centre" means the Cape Clothing Industry Training Centre established by the Council this Agreement;

4. TRAINING FUND

(1) There is hereby established a Fund to be known as the "Cape Clothing Industry Training Fund" for the purpose of establishing a training centre for the Clothing Industry and for the purpose of providing training facilities in respect of employees in the Industry.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of clause 6 of this Agreement;

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

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

5. ESTABLISHMENT AND FUNCTIONS OF MANAGEMENT COMMITTEE

(1) The administration of the Fund shall be vested in a Management Committee consisting of four employers' representatives and four employees' representatives appointed by the Council in terms of the constitution of the Council at a duly constituted meeting of the Council, together with the Chairman and Vice-Chairman of the Council who shall be *ex officio* members of the Management Committee.

(2) Vir elke verteenwoordiger moet 'n plaasvervanger aangestel word op die wyse wat in die konstitusie van die Raad bepaal word.

(3) Twee werkgewersverteenwoordigers en twee werknemers-verteenwoordigers vorm 'n kworum.

Alle sake word deur 'n meerderheidstemming beslis. Die Voorsitter van die Bestuurskomitee het slegs 'n beraadslagende stem en hy moet deur die Raad aangestel word uit die geledere van die verteenwoordigers wat deur die Raad aangestel is om op die Bestuurskomitee te dien. Plaasvervangers van verteenwoordigers wat afwesig is, mag vir die doeleindes van 'n kworum as volle verteenwoordigers gereken word, en indien daar geen kworum binne 30 minute na die vasgestelde tyd is nie, moet die vergadering tot 'n datum van hoogstens sewe dae daarna, soos deur die Voorsitter vasgestel, verdaag word. Op 'n vergadering wat as gevolg van so 'n verdagting op 'n later datum gehou word en waarvan lede aan albei kante skriftelik in kennis gestel moet word, vorm die lede wat teenwoordig is 'n kworum. Vir die doel van 'n kworum moet die Voorsitter en die Ondervoorsitter van die Raad, indien teenwoordig, geag word verteenwoordigers te wees.

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

(5) Alle uitgawes in verband met die oprigting van die Opleidingsentrum en die voorsiening van opleidingsfasiliteite vir werknemers in die Nywerheid moet deur die Fonds gedra word.

(6) Die Bestuurskomitee het die bevoegdheid om—

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

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

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

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

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

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

6. BYDRAES TOT DIE FONDS

(1) Vir die doeleindes van die Fonds, moet elke werkgewer met ingang van die eerste betaalweek nadat hierdie Ooreenkoms in werking tree, een sent per week van die loon van elkeen van sy werknemers aftrek. By dié bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks en nie later nie as die veertiende dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

(2) Elke werknemer moet tesame met die bedrag wat in subklousule (1) bedoel word, 'n staat aan die Raad stuur van die getal werknemers by hom in diens vir elke week van elke kalendermaand, op die vorm deur die Raad voorsien soos in Aanhangsel A van hierdie Ooreenkoms.

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

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

7. FINANSIES

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

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

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

(2) For each representative an alternate shall be appointed in the manner provided for in the constitution of the Council.

(3) Two employers' representatives and two employees' representatives shall constitute a quorum.

All matters shall be determined by a majority of votes. The Chairman of the Management Committee shall have a deliberative vote only and shall be appointed by the Council from amongst those representatives appointed by the Council to serve on the Management Committee. Alternates of representatives who are absent may be counted as full representatives for the purposes of a quorum and if no quorum is present within 30 minutes of the time fixed, the meeting shall stand adjourned to a date not later than seven days thereafter fixed by the Chairman. At such adjourned meeting of which representatives on either side shall be given written notice, those present shall form a quorum. For the purpose of a quorum, the Chairman and Vice-Chairman of the Council shall, if present, be regarded as representatives.

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

(5) All expenses in connection with the establishment of the Training Centre and the provision of training facilities for employees in the Industry shall be a charge on the Fund.

(6) The Management Committee shall have power to—

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

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

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

(d) draft such rules as may be required for the successful administration of the Training Centre;

(e) perform all such other duties as the Committee may deem necessary or desirable for the proper administration of the Fund.

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

6. CONTRIBUTIONS TO THE FUND

(1) For the purpose of the Fund each employer shall from the first pay week after this Agreement comes into operation deduct one cent per week from the wages of each of his employees. To the amount so deducted the employer shall add a like amount and forward month by month and not later than the fourteenth day of the ensuing month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

(2) Each employer shall together with the sum referred to in subclause (1) submit a return to the Council of the number of employees employed by him for each week of each calendar month on the form supplied by the Council in the form of Annexure A to this Agreement.

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

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

7. FINANCE

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

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

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

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

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

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

(e) Nasionale Spaarsertifikate;

(f) Poskantoorpaarrekenings of -sertifikate;

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

of op enige ander wyse wat deur die Registrateur goedgekeur is.

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

Die rekeninge moet elke ses maande vir die tydperke wat onderskeidelik eindig op 30 Junie en 31 Desember geouditeer word, en 'n kopie van die rekeninge moet aan sowel die Sekretaris van die Raad as die Sekretaris van Arbeid gestuur word.

8. ONTBINDING VAN FONDS

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

(b) Ingeval die Raad gedurende die geldigheidsduur van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstryking van die tydperk van een jaar bedoel in subklousule (a), ontbind word, dan, afgesien van enige andersluidende bepaling in hierdie Ooreenkoms, moet bydraes tot die Fonds gestaak word met ingang van die dag na die datum waarop die kennisgewing van die ontbinding van die Raad ingevolge artikel 34 (2) van die Wet in die Staatskoerant gepubliseer word, en die Fonds moet op die wyse wat in klousule 9 van hierdie Ooreenkoms bepaal word, gelikwider word: Met dien verstande dat die pligte in verband met sodanige likwidasië deur die Kaapse Kamer van Nywerhede of dié ander liggaam of persoon wat die Registrateur mag benoem, verrig moet word.

9. LIKWIDASIE

Wanneer die Fonds kragtens klousule 8 gelikwider word, moet die gelde wat in die krediet van die Fonds bly staan na uitbetaling van alle eise teen die Fonds met inbegrip van administrasie- en likwidasiëuitgawes, in die algemene fondse van die Raad gestort word. Indien die Raad reeds ontbind is en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad vorm.

10. AGENTE

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

11. VRYSTELLINGS

Die Raad mag om 'n afdoende rede, aan of ten opsigte van enige persoon, voorwaardelik of andersins, vrystelling van eiege van die bepalings van hierdie Ooreenkoms verleen.

12. VRYWARING

Die lede van die Bestuurskomitee en hul plaasvervangers is nie aanspreeklik nie vir enige verlies wat die Fonds mag ly weens enige onbehoorlike belegging wat te goeder trou gemaak is of weens enige optrede in hul bona fide-administrasie van die Fonds of weens die nalatigheid of bedrog van enige agent of werknemer wat in diens is, afgesien daarvan of die indiensneming van sodanige werknemer streng noodsaaklik was of nie, of weens enige optrede of versuim aan die kant van sodanige lede of plaasvervangers wat ter goeder trou gemaak is of weens enige ander saak of ding, uitgesonderd 'n indivi-

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

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

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

(e) National Savings Certificates;

(f) Post Office savings accounts or certificates;

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

or in any other manner approved by the Registrar.

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

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

8. DISSOLUTION OF FUND

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

(b) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiry of the period of one year referred to in subclause (a), then notwithstanding anything to the contrary contained in this Agreement contributions to the Fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice of dissolution of the Council in terms of section thirty-four (2) of the Act and the Fund shall be liquidated in the manner laid down in clause 9 of this Agreement; provided that the duties in connection with such liquidation shall be performed by the Cape Chamber of Industries or such other body or person as the Registrar may appoint.

9. LIQUIDATION

Upon liquidation of the Fund in terms of clause 8 the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses shall be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

10. AGENTS

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

11. EXEMPTIONS

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

12. INDEMNITY

The members of the Management Committee and their alternates shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the

duel voorbedagte of bedrieglike onregmatige daad aan die kant van sodanige lede of plaasvervangers, wat aanspreeklik gehou mag word. Enige sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir enige aanspreeklikheid wat deur hom aangegaan is as verweerder in 'n geding verdedig, betsy siviël of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

Namens die partye op hede die 30ste dag van Mei 1969 te Kaapstad onderteken.

L. A. PETERSEN, Ondervoorsitter van die Raad.
A. M. ROSENBERG, Lid van die Raad.
G. J. NEL, Sekretaris van die Raad.

AANHANGSEL A

NYWERHEIDSRaad VIR DIE KLERASIENYWERHEID (KAAP)

Aan Die Sekretaris, _____ 19_____
Posbus 1536, of Vyfde Verdieping, _____
Broadway Industries-sentrum, _____
hoek van Heerengracht en Hertzogboulevard, _____
Strandgebied, Kaapstad. _____
Telefoon 3-6631.

Meneer,

Die bedrag van R _____, synde bydraes ingevolge die bepalings van klousule 6 van die Opleidingsfondsooreenkomst, soos hieronder uiteengesit vir die tydperk eindigende _____, word hierby ingesluit.

Naam van firma _____

Adres _____

OPGAWE VAN WERKNEMERS

Getal Datum

_____ vir week eindigende _____
_____ vir week eindigende _____
_____ vir week eindigende _____
_____ vir week eindigende _____
_____ vir week eindigende _____

Altesaam _____ werknemers teen 1 sent per week R _____
Tel by werkgever se bydrae van
1 sent per werknemer per week R _____

R _____

Moet nie later nie as die 14de van elke maand tesame met u tjek aan die Kantoor van die Raad gestuur word.

part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

Signed at Cape Town on behalf of the Parties on this 30th day of May 1969.

L. A. PETERSEN, Vice-Chairman of the Council.
A. M. ROSENBERG, Member of the Council.
G. J. NEL, Secretary of the Council.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

To The Secretary, _____ 19_____
P.O. Box 1536, or Fifth Floor, _____
Broadway Industries Centre, _____
cor. of Heerengracht and Hertzog Boulevard, _____
Foresore, Cape Town. _____
Telephone 3-6631.

Dear Sir,

Enclosed please find the sum of R _____ representing contributions in terms of clause 6 of the Training Fund Agreement, as detailed below for the period ending _____

Name of firm _____

Address _____

RETURN OF EMPLOYEES

No. Date

_____ for week ending _____
_____ for week ending _____
_____ for week ending _____
_____ for week ending _____
_____ for week ending _____

Total No. _____ employees at 1 cent per week R _____
Add employer's contribution of
1 cent per employee per week R _____

R _____

To be forwarded with your cheque to the Office of the Council not later than the 14th of each month.

INHOUD

No.	BLADSY
Arbeid, Departement van	
GOEWERMENSKENNISGEWING	
R.3041. Wet op Nywerheidsversoening 1956, Klerasienywerheid, Kaap: Opleidingsfondsooreenkomst ...	1

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