



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 1576

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 10c PRICE
OORSEE 15c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 1576

Registered at the Post Office as a Newspaper



VOL. 80]

PRETORIA, 25 FEBRUARIE 1972
25 FEBRUARY

[No. 3391

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 236 25 Februarie 1972

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA

AANVULLENDE SIEKTEBYSTANDSFONDS- OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 3 en 16, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 Republiek van Suid-Afrika.

M. VILJOEN, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWER- HEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die—

(a) Midland and Border Leather Industry Manufacturers' Association;

(b) Cape Western and North-Western Leather Industries Employers' Association;

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 236 25 February 1972

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA

SUPPLEMENTARY SICK BENEFIT 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 Leather Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations 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 2, 3 and 16, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, 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 Republic of South Africa.

M. VILJOEN, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

(a) Midland and Border Leather Industry Manufacturers' Association;

(b) Cape Western and North-Western Leather Industries Employers' Association;

- (c) The Transvaal Footwear, Tanning and Leather Trades Association;
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) The Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation;
- (g) South African Handbag Manufacturers' Association

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

- (h) National Union of the Leather Workers;
 - (i) The Transvaal Leather and Allied Trades' Industrial Union;
 - (j) Trunk and Box Workers' Industrial Union (Transvaal)
- (hierna "die werknemers" of "die vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leer-nywerheid van Suid-Afrika.

1. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts, tensy onbestaanbaar met die samehang, beteken—

"Bestuursraad" die Bestuursraad ingevolge hierdie Ooreenkoms gestig;

"Nywerheidsraad" die Nasionale Nywerheidsraad vir die Leer-nywerheid van Suid-Afrika, geregistreer ingevolge artikel 2 van Wet 11 van 1924 en geag geregistreer te wees ingevolge die Wet op Nywerheidsversoenig, 1956;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Nywerheidsraad ooreenkomstig sy konstitusie aangestel;

"Leer-nywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

- (1) vir die vervaardiging, hoofsaaklik van leer, van—

- (a) alle tipes skoeisel, uitgesonderd skoeisel op maat gemaak;
- (b) dokumentetasse, tasse en alle ander houters ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd kler), damessakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen as "Xhosa-sakke" bekend staan, portefeuljes, beursies, horlosiebande, polsbande, halsbande en leiband vir honde, reisdekenbande, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;

- (2) vir die looi, bewerking en bloting van huide en velle;

- (3) in bedryfsinrigtings, waarin leergoedere ook vervaardig word, vir die vervaardiging uit ander materiaal as leer, van die artikels in paragraaf (1) vermeld: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;

- (4) vir die vervaardiging van alle tipes skoeisel uit ander materiaal as leer;

- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesel, hout, kleedstof, seil of 'n kombinasie daarvan;

"lid" iemand wat lid van een van die vakverenigings is en in die Nywerheid in diens is.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms is van toepassing op en moet oor die hele Republiek van Suid-Afrika nagekom word deur alle werkgewers en werknemers in die Nywerheid wat onderskeidelik lede van die werkgewersorganisasies en vakverenigings is.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet spesifiseer en bly van krag vir 'n tydperk van vyf jaar of vir 'n tydperk wat hy vasstel.

4. STIGTING VAN DIE FONDS

(1) Hierby word 'n fonds gestig wat as die "Aanvullende Siektefonds vir die Leer-nywerheid" bekend staan (hierna die "Fonds" genoem).

Die Fonds bestaan uit—

- (a) bydraes wat in ooreenstemming met hierdie Ooreenkoms in die Fonds inbetaal word;
- (b) rente op belegging van enige geld van die Fonds;
- (c) enige ander geld waarop die Fonds geregtig word.

- (c) The Transvaal Footwear, Tanning and Leather Trades Association;

- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;

- (e) The Southern Cape Leather Industries Association;

- (f) South African Tanning Employers' Organisation;

- (g) South African Handbag Manufacturers' Association

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

- (h) National Union of the Leather Workers;

- (i) The Transvaal Leather and Allied Trades' Industrial Union;

- (j) Trunk and Box Workers' Industrial Union (Transvaal)

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

being parties to the National Industrial Council of the Leather Industry of South Africa.

1. DEFINITIONS

All expressions used in this agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act; any reference to an act shall include any amendments to such act, and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Board" means the Board of Management established in terms of this Agreement;

"Council" means the National Industrial Council of the Leather Industry of South Africa registered in terms of section 2 of Act 11 of 1924, and deemed to have been registered under the Industrial Conciliation Act, 1956;

"Executive Committee" means the Executive Committee of the Council appointed in terms of its constitution;

"Leather Industry" or "Industry" means the Industry in which employers and employees are associated—

- (1) for the manufacture mainly from leather of—

- (a) footwear, including all types, but not including bespoke made footwear;

- (b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;

- (c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Native bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

- (2) for the tanning, dressing and/or fellmongering of hides and skins;

- (3) in establishments in which leather goods are also manufactured for the manufacture from materials other than leather of the articles mentioned in paragraph (1); provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;

- (4) for the manufacture of all types of footwear from materials other than leather;

- (5) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

"member" means a person who is a member of one of the trade unions and who is employed in the Industry.

2. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall apply and be observed throughout the Republic of South Africa by all employers and employees in the Industry who are members of the employers' organisations and trade unions respectively.

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for a period of five years, or such period as may be determined by him.

4. ESTABLISHMENT OF THE FUND

(1) There is hereby established a Fund known as the "Leather Workers' Supplementary Sick Fund, (hereinafter referred to as "the Fund").

The Fund shall consist of—

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

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

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

5. DOELSTELLINGS

Die doelstellings van die Fonds is om—

(a) bystand aan sy lede te verskaf ter aanvulling van dié verskaf deur die Fonds wat as die "Siektebystandsfonds vir die Leernywerheid" bekend staan en waarvoor voorsiening gemaak is in die Ooreenkoms gepubliseer by Goewerments-kennissgewing R. 843 van 10 Mei 1968;

(b) indien dit nodig geag word, ooreenkomste deur middel van 'n kontrak of kontrakte aan te gaan met mediese praktisyns, spesialiste, oogkundiges, tandartse, hospitale, verpleeginrigtings of enige organisasie wat mediese, tandheelkundige of farmaseutiese dienste verskaf;

(c) alle wettige stappe of dinge te doen of funksies uit te voer wat gepaard gaan met of bevorderlik is vir die bereiking van bogenoemde doelstellings.

6. LIDMAATSKAP

Lidmaatskap van die Fonds is beperk tot persone in diens in die Nywerheid wat lede van enige van die vakverenigings is.

7. BEÏNDIGING VAN LIDMAATSKAP

(1) Die Raad of enige komitee wat dié bevoegdhede uitoefen wat deur die Raad aan hom gedelegeer word, het die reg om die lidmaatskap van 'n lid wat hom skuldig maak aan drankmisbruik of aan onmatige of immorele optrede te beëindig. Met dien verstande dat sodanige beslissing op stawende getuienis deur 'n geregistreerde mediese praktisyn gebaseer moet word.

(2) Beëindiging van lidmaatskap ingevolge subklousule (1) tree in werking met ingang van die datum waarop die Sekretaris van die Fonds die betrokke lid skriftelik daarvan in kennis stel. Eise om bystand wat tot op daardie datum opgeloopt het, moet deur die Fonds betaal word maar geen eis sal betaal word ná die datum van sodanige kennisgewing ingestel word nie.

(3) Daar kan by die Raad appél aangeteken word teen enige beslissing van 'n komitee van die Fonds ingevolge subklousule (1). Die Raad moet die appél aanhoor en kan die ondersoek instel en die getuienis vereis wat hy nodig ag en gee dan 'n beslissing wat deurslaggewend is.

(4) Lidmaatskap van die Fonds eindig—

(a) sodra 'n lid ophou om in die Nywerheid in diens te wees of sodra hy nie meer deur hierdie Ooreenkoms gedek word nie;

(b) in die geval van likwidasie van die Fonds ingevolge klousule 14.

(5) In die geval van 'n lid wie se lidmaatskap ingevolge subklousule (4) (a) eindig, moet die Fonds die eise om bystand wat opgeloopt het tot op die datum waarop sy lidmaatskap eindig betaal, in ooreenstemming met die reëls van die Fonds gemaak deur die Bestuursraad kragtens klousule 8 (2).

(6) 'n Lid wie se lidmaatskap ingevolge hierdie klousule beëindig is, moet, as hy weer toegelaat word om lid te word, as 'n nuwe lid geag word. Met dien verstande dat 'n lid wie se lidmaatskap ingevolge subklousule (4) (a) beëindig is en wat vir bystand gekwalifiseer het, vir onmiddellike bystand in aanmerking kom as hy weer in die Nywerheid in diens geneem word binne 'n tydperk van 13 weke vanaf die datum waarop sy lidmaatskap geëindig het.

8. ADMINISTRASIE VAN DIE FONDS

(1) Die Fonds moet, behoudens die algemene beheer deur die Uitvoerende Komitee, geadministreer word deur 'n Bestuursraad (bestaande uit drie persone benoem deur die werkgewersorganisasies en drie benoem deur die vakverenigings) in ooreenstemming met die reëls van die Fonds, wat onder andere die volgende moet voorskryf:

(a) Die Fonds se bystand en die kwalifikasies daarvoor;

(b) die prosedure vir die instel en betaling van eise;

(c) enige ander aangeentheid waaroor die Raad kan beslis.

(2) Die Bestuursraad het die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te wysig. Eksemplare van die reëls en enige wysigings daarvan, wat nie onbestaanbaar met hierdie Ooreenkoms of enige wet mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

(3) Die Bestuursraad moet 'n sekretaris aanstel wat dan as die Sekretaris van die Fonds bekend staan, asook ander personeel wat vir die behoorlike administrasie van die Fonds nodig is.

(4) Alle geskille betreffende die interpretasie, betekenis en bedoeling van enigen van die bepalings van hierdie Ooreenkoms of betreffende die administrasie van die Fonds wat nie deur die Bestuursraad besleg kan word nie, moet na die Nywerheidsraad vir beslissing verwys word en die beslissing van die Nywerheidsraad is deurslaggewend.

(5) Die Bestuursraad kan plaaslike komitees stig (bestaande uit twee persone deur die werkgewersorganisasies en twee persone deur die vakverenigings benoem) om te help met die administrasie van die Fonds.

(6) Die Bestuursraad moet die gebied van elke plaaslike komitee omskryf.

5. OBJECTS

The objects of the Fund shall be—

(a) to provide benefits to its members, supplementary to those provided by the Fund known as the "Leather Industry Sick Benefit Fund" provided for in the Agreement published under Government Notice R. 843 of 10 May 1968;

(b) to enter into arrangements if deemed necessary by way of a contract or contracts with medical practitioners, specialists, opticians, dentists, hospitals, nursing homes or any organisation providing medical, dental or pharmaceutical services;

(c) to do or perform all such lawful acts, deeds, things or functions as may be incidental or conducive to the attainment of the abovementioned objects.

6. MEMBERSHIP

Membership of the Fund shall be limited to persons employed in the Industry who are members of any of the trade unions.

7. TERMINATION OF MEMBERSHIP

(1) The Board or any committee exercising such powers delegated to it by the Board shall have the right to terminate the membership of a member who is of unsound, intemperate or immoral habits, provided that such decision shall be based on substantiating evidence from a registered medical practitioner.

(2) Termination of membership in pursuance of subclause (1) shall take effect as from the date on which notification in writing to this effect is given by the Secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund but no claim subsequent to the date of such notification shall be entertained.

(3) There shall be a right of appeal to the Board from any decision of a committee of the Fund in pursuance of subclause (1). The Board shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final.

(4) Membership of the Fund shall terminate—

(a) directly a member ceases to be employed in the Industry or ceases to be covered by this Agreement;

(b) in the event of the liquidation of the Fund in terms of clause 14.

(5) In the case of a member whose membership terminates in pursuance of paragraph (a) of sub-clause (4), the claims for benefits accrued up to the date, on which membership terminates, shall be met by the Fund in accordance with the Rules of the Fund made by the Board in terms of clause 8 (2).

(6) A member whose membership has been terminated in terms of this clause shall, if re-admitted to membership, be regarded as a new member provided that a member whose membership is terminated in terms of paragraph (a) of sub-clause (4) and who has qualified for benefits, shall be eligible for immediate benefits if he is re-employed in the Industry within a period of thirteen weeks from the date on which his membership ceased.

8. ADMINISTRATION OF THE FUND

(1) Subject to the general direction of the Executive Committee, the Fund shall be administered by a Board of Management (comprising of three persons nominated by the employers' organisations and three persons nominated by the trade unions) in accordance with the Rules of the Fund which shall *inter alia* prescribe—

(a) the Fund's benefits and the qualifications attaching thereto;

(b) the procedure for lodging and payment of claims;

(c) any other matter which the Board may decide.

(2) The Board shall have the power to make and alter rules governing the administration of the Fund. Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

(3) The Board shall appoint a Secretary who shall be known as the Secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund.

(4) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Fund, which the Board is unable to settle, shall be referred to the Council for decision and the decision of the Council shall be final.

(5) Local committees (comprising of two persons nominated by the employer's organisations and two persons nominated by the trade unions) may be established by the Board to assist in the administration of the Fund.

(6) The area of each local committee shall be defined by the Board.

9. BYDRAES

Elke werkgever moet op elke betaaldag 10 sent (tien sent) van die loon van elke lid aftrek en voor of op die 15de dag van die maand wat volg op die maand waarin die aftrekkings gedoen is, die totale bedrag stuur aan die Sekretaris van die Fonds, Posbus 3039, Port Elizabeth, of enige ander beaampte wat die Bestuursraad kan aanwys, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd kan voorskryf.

10. BYSTAND

(1) Behoudens die reëls van die Fonds is 'n lid op die volgende bystand van die Fonds geregtig:

(a) *Tandheelkundig*.—(i) Vyftig persent van die koste van 'n volledige kunsgebit;

(ii) vyftig persent van die koste van 'n onvolledige kunsgebit;

(iii) vyftig persent van die koste van stoppels en/of herstelwerk aan 'n kunsgebit, maar uitgesonderd goue tande, goue stoppels en gleuwe;

(iv) honderd persent van die koste van tandetrek, met die uitsondering van narkose;

Met dien verstande dat die Fonds se aanspreeklikheid ten opsigte van elke lid beperk is tot die verskaffing van die bystand in subparagrafe (i), (ii) en (iii) gemeld, by hoogstens een geleentheid gedurende elke kringloop van 24 maande, bereken vanaf die datum waarop elke lid se lidmaatskap begin het;

(b) *Oogkundig*.—(i) Vyftig persent van die koste van 'n bril;

(ii) vyftig persent van die koste van herstelwerk aan 'n raam;

(iii) vyftig persent van die koste om lense en/of 'n raam te vervang;

(iv) honderd persent van 'n spesialis se gelde ten opsigte van die toets van oë en refraksie, mits die lid deur 'n oogkundige na 'n spesialis verwys is;

Met dien verstande dat die Fonds se aanspreeklikheid ten opsigte van elke lid beperk is tot die verskaffing van die bystand in subparagrafe (i), (ii) en (iii) gemeld, by hoogstens een geleentheid gedurende elke kringloop van 24 maande gereken vanaf die datum waarop elke lid se lidmaatskap begin het; en voorts met dien verstande dat die Fonds nie vir die koste van enige brilraam behalwe 'n standaardraam aanspreeklik is nie.

(c) Vyftig persent van daardie gedeelte van die koste van hospitalisasie, behandeling deur spesialiste en operasies wat nie deur die Siektebystandfonds vir die Leernywerheid, waarna verwys word in klousule 5 (a), betaal word nie: Met dien verstande dat die bedrag aldus betaal, hoogstens R40 mag wees vir 'n enkele siekte of ongesiktheid, en voorts met dien verstande dat die term "siekte" of "ongesiktheid" nie bevallings insluit nie.

(2) Die Bestuursraad kan enige of alle bystand weier en/of dit terughou van enige lid wat na sy mening opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te benadeel of op 'n wyse wat hierdie belange moontlik kan benadeel: Met dien verstande dat daar aan so 'n lid die geleentheid gegee moet word om teen die beslissing van die Bestuursraad appél aan te teken by die Nywerheidsraad wie se beslissing deurslaggewend is.

(3) Die Bestuursraad kan geheel en al na goedvinde en, ondanks die reëls, ex gratia betalings aan lede doen—dit hang af van die spesiale omstandighede van elke geval.

(4) As die bedrag waarmee die Fonds gekrediteer is, te eniger tyd laer as R5 000 daal, moet die betaling van bystand gestaak word en mag dit nie hervat word nie totdat die bedrag waarmee die Fonds gekrediteer is, meer as R10 000 is.

11. VRYWARING

Die lede van die Bestuursraad of plaaslike komitees en die beaamptes en werknemers van die Fonds is nie vir die skulde en laste van die Fonds verantwoordelik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan in of in verband met die bona fide-nakoming van hul pligte.

12. GELDELIKE BEHEER

(1) Alle geld wat op die Fonds se rekening ontvang word, moet in 'n bank of banke inbetaal word en alle tjeks wat op die Fonds getrek word, moet onderteken word deur persone wat van tyd tot tyd volgens besluit van die Bestuursraad aangestel kan word.

(2) Alle geld wat nie onmiddellik vir die verpligtinge van die Fonds nodig is nie, kan deur die Raad belê word: Met dien verstande dat sodanige geld slegs belê mag word in—

(a) vaste deposito's of spaarrekenings van enige bank of bouvereniging wat in ooreenstemming met die wette van die Republiek van Suid-Afrika beheer word;

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

(c) deposito's in die Possaarpbank van die Republiek van Suid-Afrika;

(d) effekte van of lenings aan enige plaaslike bestuur in die Republiek, geïnkorporeer of gekonstitueer by of ingevolge 'n algemene of spesiale wet, ordonnansie of statutêre verordening;

9. CONTRIBUTIONS

(1) Each employer shall on each pay day deduct 10c (ten cents) from the wages of each member and forward not later than the 15th day of the month following the month during which the deductions were made, the total sum so deducted to the Secretary of the Fund, P.O. Box 3039, Port Elizabeth, or such other official as may be specified by the Board together with a statement in such form as the Board may from time to time prescribe.

10. BENEFITS

(1) Subject to the provisions of the Rules of the Fund, a member shall be entitled to the following benefits from the Fund:

(a) *Dental*.—(i) Fifty percent of the cost of a complete set of dentures;

(ii) fifty per cent of the cost of partials;

(iii) fifty per cent of the cost of fillings and or repairs to dentures but excluding gold teeth, gold fillings and slits;

(iv) Hundred per cent of the cost of extractions, excluding anaesthetics;

Provided that the liability of the Fund in relation to each member shall be limited to the provision of the benefits referred to in subparagraphs (i), (ii) and (iii) on not more than one occasion during each cycle of 24 months calculated from the date of commencement of membership of each member.

(b) *Optical*.—(i) Fifty per cent of the cost of a pair of spectacles;

(ii) fifty per cent of the cost of repairs to frame;

(iii) fifty per cent of the cost of replacing lenses and/or frame;

(iv) hundred per cent of a specialist's fees in respect of the testing of eyes and refraction subject to the member being referred to a specialist by an optician;

Provided that the liability of the Fund in relation to each member shall be limited to the provision of the benefits referred to in subparagraphs (i), (ii) and (iii) on not more than one occasion during each cycle of 24 months calculated from the date of commencement of membership of each member; and provided further that the Fund shall not be liable for the cost of any spectacle frame other than a standard frame.

(c) Fifty per cent of that portion of the cost of hospitalisation, specialist treatment and operations not met by the Leather Industry Sick Benefit Fund referred to in clause 5 (a); provided that the amount so paid shall not exceed the sum of R40 in respect of any one illness or incapacity and provided further that, for the purposes of this clause, the term "illness" or "incapacity" shall not include confinements.

(2) The Board may refuse and/or withhold any or all benefits from any member who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Board to the Council whose decision shall be final.

(3) The Board of Management may, in its entire discretion and notwithstanding the provisions of the Rules, make ex gratia payments to members depending on the special circumstances of each case.

(4) If at any time the amount standing to the credit of the Fund falls below R5 000 payments in respect of benefits shall cease and shall not be resumed until the amount standing to the credit of the Fund exceeds R10 000.

11. INDEMNITY

The members of the Board or local committees and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

12. FINANCIAL CONTROL

(1) All moneys received on account of the Fund shall be paid into a bank or banks and all cheques drawn against the Fund shall be signed by such persons as the Board may, by resolution, from time to time decide.

(2) All moneys not immediately required to meet the obligations of the Fund may be invested by the Board; provided that such moneys shall not be invested otherwise than in—

(a) fixed deposits or savings accounts of any bank or building society governed by the laws of the Republic of South Africa;

(b) bills, bonds, certificates, debentures or stock issued or guaranteed by the Government of the Republic of South Africa;

(c) deposits in the Republic of South Africa Post Office Savings Bank;

(d) stock of, or in loans to any local authority in the Republic incorporated or constituted by or under any general or special statute, ordinance or statutory enactment;

(e) obligasies of effekte van enige waterwerke, elektrisiteitsvoorsieningskorporasie of 'n dergelike korporasie wat by spesiale wetgewing in die Republiek van Suid-Afrika gestig is;

(f) aandele by bouverenigings; of

(g) op enige ander wyse deur die Nywerheidsregistrator goedgekeur.

(3) Die Bestuurskomitee kan 'n oortrekking by 'n bank verkry of enige bedrag wat die Bestuurskomitee van tyd tot tyd goedkeur, by ander instansies leen op voorwaardes waarvoor ooreengekom kan word ten einde die geld te bekom wat vir die doelstellings van die Fonds nodig is.

(4) Die Sekretaris moet so gou as moontlik ná 31 Desember elke jaar 'n staat opstel wat alle geld toon wat ontvang is asook besonderhede van uitgawes gedurende die 12 maande geëindig 31 Desember. Sodanige staat moet vir ouditering voorgelê word aan 'n openbare rekenmeester aangestel deur die Raad en moet tesame met die ouditeur se verslag daarvoor by die Nywerheidsraad ingedien word.

(5) Die geouditeerde staat en die openbare rekenmeester se verslag daarvoor moet by die kantoor van die Fonds ter insae beskikbaar wees en afskrifte daarvan moet binne drie maande ná die datum vermeld in subklousule (4), aan die Nywerheidsregistrator gestuur word.

(6) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

13. VERSTRYKING VAN OOREENKOMS

(1) Enige ooreenkoms wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, bindend verklaar, wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die voortsetting en administrasie van die Fonds.

(2) As hierdie Ooreenkoms met verloop van tyd of om enige ander rede verstryk, moet die persone wat dan die Bestuursraad uitmaak, voortgaan om die Fonds te administreer totdat dit of ingevolge klousule 14 behandel word of deur die Nywerheidsraad oorgedra word na 'n ander Fonds wat ingestel is vir dieselfde doel as dié waarvoor hierdie Fonds geskep is.

(3) As die Nywerheidsraad ontbind word of ophou funksioneer ingevolge artikel 34 (2) van die Wet gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer en die lede van die Bestuursraad op die datum waarop die Nywerheidsraad ophou funksioneer of ontbind word, moet geag word lede daarvan vir sodanige doel te wees: Met dien verstande egter dat vakatures in die Bestuursraad deur die Registrator gevul kan word uit die geledere van werkgewers of werknemers in die Nywerheid ten einde gelyke verteenwoordiging van werkgewers- en werknemers-verteenwoordigers en plaasvervangers in die ledetal van die Bestuursraad te verseker.

(4) As die Bestuursraad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrator, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuursraad na te kom en vir daardie doel beskik sodanige trustee of trustees oor al die Raad se bevoegdhede.

14. LIKWIDASIE

By verstryking van die Ooreenkoms met verloop van tyd of om enige ander rede, en tensy dit binne een jaar hernuwe word of vervang word deur 'n ander Ooreenkoms wat die Fonds voortsit, of as die Fonds nie deur die Raad oorgedra word na 'n ander Fonds wat in ooreenstemming met klousule 13 vir dieselfde doel ingestel is nie, moet die Fonds gelikwideer word. By likwidasië van die Fonds moet die geld waarmee die Fonds nog gekrediteer is ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, onder die vakverenigings verdeel word in verhouding tot die getal volwaardige lede van elke vereniging ingevolge die Wet soos op die datum van likwidasië: Met dien verstande dat, vir die toepassing van hierdie klousule die uitdrukking "lede" beperk word tot lede wat deur hierdie Ooreenkoms gedek word. Die Fonds moet gelikwideer word deur die Bestuursraad wat ingevolge klousule 13 funksioneer of deur die trustees wat ingevolge gehoemde klousule aangestel is, na gelang van die geval.

15. BYSTAND IS ONVERVREEMBAAR

(1) Die bystand verskaf deur die Fonds is nie oordraagbaar nie en 'n lid wat probeer om sy regte af te staan, oor te dra, te sedgeer, te verpand of te verhipotekeer, se aanspraak op alle bystand vervall onmiddellik en sy lidmaatskap van die Fonds word beëindig.

(2) Niemand, hetsy hy lid is of nie, het enige eis teen of reg van aanspraak op of teen die Fonds of op enige bydraes daartoe of enige belang daarin of enige aanspraak of eis teen die Bestuursraad of die Fonds nie, behalwe kragtens of in ooreenstemming met die reëls van die Fonds.

(e) debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;

(f) building society shares; or

(g) in any other manner approved by the Industrial Registrar.

(3) The Board may obtain any overdraft from a bank or borrow from other parties on such terms as may be agreed upon, such sum as may be approved from time to time by the Board for the purpose of acquiring the money necessary for any purposes of the Fund.

(4) The Secretary shall, as soon as possible, after 31 December in each year, prepare a statement showing moneys received and details of expenditure during the 12 months ended 31 December. Such statement shall be submitted for audit to a public accountant appointed by the Board and submitted to the Council together with the auditor's report.

(5) The audited statement and the public accountant's report thereon shall lie for inspection at the office of the Fund and copies of them shall be sent to the Industrial Registrar within three months after the date mentioned in subclause (4).

(6) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.

13. EXPIRY OF THE AGREEMENT

(1) Any agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

(2) Should this Agreement expire by effluxion of time or any other reason, the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of clause 14 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.

(3) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board shall continue to administer the Fund and the members of the Board at the date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purpose, provided, however, that any vacancies occurring on such Board may be filled by the Registrar from employers or employees in the Industry to ensure an equality of employer and employee representatives and alternates in the membership of the Board.

(4) In the event of the Board being unable or unwilling to discharge its duties or a deadlock arising thereon which, in the opinion of the Registrar, renders the administration of the Fund impracticable or undesirable, he may appoint a trustee or trustees to carry out the duties of the Board and such trustee or trustees shall possess all the powers of the Board for the purpose.

14. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within one year it is renewed or replaced by another agreement continuing the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of clause 13 within the said period of one year the Fund shall be liquidated. Upon liquidation of the Fund the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be apportioned between the trade unions in proportion to the number of members of each union in good standing in terms of the Act as at the date of liquidation; provided that for the purpose of this clause the expression "members" is limited to those members who were covered by this Agreement. The Fund shall be liquidated by the Board functioning in terms of clause 13 or the trustees appointed in terms of the said clause as the case may be.

15. BENEFITS INALIENABLE

(1) The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and his membership of the Fund shall be terminated.

(2) No person, whether a member or otherwise, shall have any claim or right to interest upon, to, or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Board or the Fund, except under and in accordance with the provisions of the rules of the Fund.

(3) Wat beslissings oor enige feitekweesie betref, kan die Bestuursraad, behoudens andersluidende bepalinge in die reëls, optree volgens getuigenis wat hy voldoende ag, hetsy dit wettige bewyse uitmaak of nie.

(4) 'n Beslissing van die Bestuurskomitee betreffende enige feitekweesie en die deurvoering deur die Raad van 'n beslissing ingevolge die reëls, is deurslaggewend en is nie aan appèl of hersiening onderworpe nie.

16. AGENTE

'n Agent van die Raad is geregtig om enige bedryfsinrigting binne te gaan en hy kan die werkgewer of enige werknemer ondervra, registers inspekteer en navraag doen ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

17. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Raad, Posbus 2221, Port Elizabeth.

(3) Die Raad of Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes vasstel waarop vrystelling verleen word en kan, as hy dit goed dink, ná een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingstifikaat intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

Hierdie Ooreenkoms namens die partye op hede die 26ste dag van Julie 1971 onderteken.

B. MANCHEVSKY, Lid van die Raad.

F. J. J. JORDAAN, Lid van die Raad.

A. S. YOUNG, Algemene Sekretaris van die Raad.

(3) In deciding any question of fact the Board may, unless otherwise provided for in the rules, act upon such evidence as it may deem adequate whether amounting to legal proof or not.

(4) Any decision of the Board upon any question of fact and any exercise by the Board of any decision entrusted to it by the rules shall be final and shall not be subject to appeal or review.

16. AGENTS

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any inquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

17. EXEMPTIONS

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Applications for exemption shall be made to the Secretary of the Council, P.O. Box 2221, Port Elizabeth.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

This Agreement signed on behalf of the parties this 26th day of July 1971.

B. MANCHEVSKY, Member of the Council.

F. J. J. JORDAAN, Member of the Council.

A. S. YOUNG, General Secretary of the Council.

Die Afrikaanse Woordeboek

DELE I, II, III, IV en V

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