



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

REGULATION GAZETTE No. 1716

Registered at the Post Office as a Newspaper

PRICE 10c PRYS

OVERSEAS 15c OORSEE

POST FREE — POSVRY

REGULASIEKOERANT No. 1716

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 90]

PRETORIA, 29 DECEMBER 1972
 29 DESEMBER

[No. 3744

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2390

29 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—SICK BENEFIT FUND

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 three 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;

(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 (1), 3 and 12, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three 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; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 2 (1), 3 and 12, 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.

A—7550

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2390

29 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA. — SIEKTEBYSTANDSFONDSOOREENKOMS

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 drie 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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), 3 en 12, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1), 3 en 12, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1—3744

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.—SICK BENEFIT FUND AGREEMENT

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

- (a) The Midland and Border Leather Industry Manufacturers' Association;
 - (b) The Cape Western and North-Western Leather Industries Employers' Association;
 - (c) The Transvaal Footwear, Tanning and Leather Trades Association;
 - (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) The Southern Cape Leather Industries Association;
 - (f) South African Tanning Employers' Organisation; and the
 - (g) South African Handbag Manufacturers' Association;
- (hereinafter referred to as the "employers" or the "employers organisation"), of the one part, and—
- (h) The National Union of Leather Workers;
 - (i) The Transvaal Leather and Allied Trades' Industrial Union; and
 - (j) The 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 of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"apprentice" means an employee who is bound by a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944;

"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;

"District Committee" means a Committee established in accordance with the constitution of the Council for the administration of agreements in a particular area;

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

"footwear section" of the Leather Industry means the section of the Industry in which employers and employees are associated—

- (1) for the manufacture, mainly from leather, of footwear including all types, but not including bespoke made footwear;
- (2) for the manufacture of all types of footwear from materials other than leather;

"general goods section" of the Leather Industry means the section of the Industry in which employers and employees are associated—

- (1) for the manufacture, mainly from leather, of—
 - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (b) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, shopping bags, knitting bags, Bantu 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 substituted for any of the aforementioned;
- (2) 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;
- (3) for the manufacture of travelling requisites, including trunks, mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

"handbag section" of the Leather Industry means the section of the Industry in which employers and employees are associated for the manufacture of ladies' and/or children's bags;

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

SIEKTEBYSTANDSFONDSOOREENKOMS

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

- (a) The Midland and Border Leather Industry Manufacturers' Association;
 - (b) The Cape Western and North-Western Leather Industries Employers' Association;
 - (c) The Transvaal Footwear, Tanning and Leather Trades Association;
 - (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) The Southern Cape Leather Industries Association;
 - (f) South African Tanning Employers' Organisation; en die
 - (g) South African Handbag Manufacturers' Association;
- (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en—
- (h) The National Union of Leather Workers;
 - (i) The Transvaal Leather and Allied Trades' Industrial Union; en
 - (j) The 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 Leernywerheid van Suid-Afrika.

1. WOORDOMSKRYWINGS

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

"vakleerling", 'n werknemer wat gebind is deur 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees;

"Raad", die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, wat ingevolge artikel 2 van Wet 11 van 1924, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"Distrikskomitee", 'n Komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die administrasie van ooreenkomste in 'n bepaalde gebied;

"Uitvoerende Komitee", die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;

"skoeiselafdeling" van die Leernywerheid, daardie afdeling van die Leernywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

(1) vir die vervaardiging, hoofsaaklik uit leer, van skoeisel van alle tipes, dog uitgesonderd skoeisel wat op maat gemaak is;

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

"afdeling algemene goedere" van die Leernywerheid, dié afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

(a) dokumenttasse, sakke en alle ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;

(b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting uitgesonderd klere, inkoopasse, briesakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosaasakke", portefeuljes, beursies, horlosiebande, polisbande, halsbande vir honde, leibande vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander soortgelyke artikels van watter aard ook al, wat ontwerp is om as plaasvervangers vir enigeen van voornoemde artikels te dien;

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

(3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;

"handsakafdeling" van die Leernywerheid, daardie afdeling van die Leernywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir dames en/of kinders;

"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) attache 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, Bantu 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 substitute 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;

"Management Committee" or "Committee" means the Management Committee appointed in terms of clause 4 (2);

"normal week" means the maximum period within the working weeks of the establishment which an employee may work without becoming entitled to payment for overtime;

"Secretary of the Council" means the General Secretary of the Council and includes any Assistant Secretary of the Council;

"tanning section" of the Leather Industry means the section of the Industry in which employers and employees are associated for the tanning, dressing and/or fellmongering of hides and skins.

2. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall, in the Republic of South Africa—

- (1) be observed by all members of the employers' organisations and of the trade unions engaged in the Industry; and
- (2) apply to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to be registered or any conditions fixed or deemed to be fixed thereunder.

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 three years, or such period as may be determined by him.

4. ADMINISTRATION

(1) The Sick Benefit Fund (hereinafter referred to as the "Fund") established for the purpose of the provision of benefits as defined in clauses 8 and 9 of this Agreement to employees who are in a condition of ill-health, is hereby continued.

The Fund shall consist of—

- (a) moneys standing to the credit of the Fund on the date of coming into operation of this Agreement;
- (b) contributions paid into the Fund in accordance with this Agreement;
- (c) interest derived from the investment of any moneys of the Fund; and
- (d) any other moneys to which the Fund may become entitled.

(2) The Fund shall be under the control of a Management Committee consisting of three representatives of the employers and three representatives of the employees appointed by the Council in terms of its constitution from amongst its members. An alternate may be appointed in respect of each representative. Should the Management Committee be unable to perform its duties for any reason the Executive Committee of the Council shall perform those duties and exercise its powers: Provided that in the event of the dissolution of the Council or in the event of it ceasing to function during the period of operation of this Agreement, the Fund shall be administered as provided in clause 11 (4) of this Agreement.

(3) District Committees may be established by the Council in terms of its constitution from amongst its members, to assist in the administration of the Fund. The area of jurisdiction of each committee shall be defined by the Council.

"Leernywerheid" of "Nywerheid", die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

- (a) skoeisel van alle tipes, uitgesonderd skoeisel op maat;
- (b) dokumentasse, sakke en alle ander houters wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegerië, militêre uitrusting uitgesonderd klere, dameshandsakke, inkoopkasse, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosa sakke", portefeuljes, beursies, horlosiebande, polsbande, halsbande vir honde, leiband vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander soortgelyke artikels, van watter aard ook al, wat ontwerp is om as plaasvervangers vir enigeen van voornoemde artikels te dien;

(2) vir die looi, dresseer en/of bloting van huide en velle;

(3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels genoem in paragraaf (1): Met dien verstande dat hierdie paragraaf nie die vervaardiging insluit van inkoopkasse wat hoofsaaklik van papier gemaak is 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, doek, seildoek of weefstof of 'n kombinasie daarvan;

"Bestuurskomitee" of "Komitee" die Bestuurskomitee wat ingevolge klousule 4 (2) aangestel word;

"gewone week", die maksimum tydperk binne die werkweek van 'n bedryfsinrigting, wat 'n werknemer kan werk sonder om op besoldiging vir oortydwerk aanspraak te hê;

"Sekretaris van die Raad" die Algemene Sekretaris van die Raad, asook enige Assistent-sekretaris van die Raad;

"looi-afdeling" van die Leernywerheid, daardie afdeling van die Leernywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die looi, dresseer en/of bloting van huide en velle.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

Die bepalinge van hierdie Ooreenkoms—

(1) moet nagekom word deur alle lede van die werkgewers-organisasies en van die vakverenigings wat met die Nywerheid gemoeid is; en

(2) is op vakleerlinge van toepassing vir sover dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens geregistreer is of geag word geregistreer te wees, of met 'n voorwaarde wat ingevolge daarvan gestel is of geag word gestel te wees, nie; in die Republiek van Suid-Afrika.

3. DATUM VAN INWERKINGREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ingevolge artikel 48 van die Wet vasstel, en bly van krag vir 'n tydperk van drie jaar of vir sodanige tydperk as wat hy bepaal.

4. ADMINISTRASIE

(1) Die Siektebystandfonds (hierna die "Fonds" genoem), wat gestig is met die doel om bystand soos in klousules 8 en 9 van hierdie Ooreenkoms omskryf, aan werknemers te verskaf wat in 'n toestand van swak gesondheid verkeer, word hierby voortgesit.

Die Fonds bestaan uit—

- (a) gelde wat op die datum waarop hierdie Ooreenkoms in werking tree, in die krediet van die Fonds staan;
- (b) bydraes wat in ooreenstemming met hierdie Ooreenkoms aan die Fonds betaal word;
- (c) rente ontvang uit die belegging van geld van die Fonds; en
- (d) alle ander geld waarop die Fonds geregtig mag word.

(2) Die Fonds word beheer deur 'n bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers, wat deur die Raad, ooreenkomstig sy konstitusie, uit sy geledere aangestel word. 'n Sekundus kan ten opsigte van elke verteenwoordiger aangewys word. Indien die Bestuurskomitee om enige rede nie by magte sou wees om sy pligte uit te voer nie, moet die Uitvoerende Komitee van die Raad sodanige pligte uitvoer en die bevoegdheid van die Bestuurskomitee uitoefen: Met dien verstande dat indien die Raad gedurende die tydperk waarin hierdie Ooreenkoms van krag is, ontbind sou word of sou ophou funksioneer, die Fonds geadminestreer moet word soos in klousule 11 (4) van hierdie Ooreenkoms bepaal.

(3) Die Raad kan ooreenkomstig sy konstitusie, Distrikskomitees uit sy geledere aanstel om met die administrasie van die Fonds behulpzaam te wees. Die Raad moet die reggebied van elke komitee omskryf.

Each District Committee shall consist of not less than one representative of employers and one representative of employees.

(4) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund. Copies of the rules and any amendments shall be lodged with the Secretary for Labour.

5. CLASSIFICATION OF EMPLOYEES

For the purpose of this Agreement employees shall be classified into the following groups:

(1) Footwear Section

(a) Employees for whom wages are prescribed in Annexure C to Part I and section I of Annexure A to Part II of the Wage Agreement for the Footwear Section:

Group 1.—Employees whose wages for a normal week are less than R9,22.

Group 2.—Employees whose wages for a normal week are not less than R9,22 but less than R13,83.

Group 3.—Employees whose wages for a normal week are not less than R13,83 but less than R18,43.

Group 4.—Employees whose wages for a normal week are not less than R18,43 but less than R23,04.

Group 5.—Employees whose wages for a normal week are not less than R23,04 but less than R28.

Group 6.—Employees whose wages for a normal week are not less than R28 but less than R33.

Group 7.—Employees whose wages for a normal week are not less than R33.

(b) Employees in the Footwear Section other than those specified in paragraph (a) above:

Group 1.—Employees whose wages for a normal week are less than R8,81.

Group 2.—Employees whose wages for a normal week are not less than R8,81 but less than R13,22.

Group 3.—Employees whose wages for a normal week are not less than R13,22 but less than R17,66.

Group 4.—Employees whose wages for a normal week are not less than R17,66 but less than R22,02.

Group 5.—Employees whose wages for a normal week are not less than R22,02 but less than R26,98.

Group 6.—Employees whose wages for a normal week are not less than R26,98 but less than R31,98.

Group 7.—Employees whose wages for a normal week are not less than R31,98.

(2) General Goods and Handbag Sections

Group 1.—Employees whose wages for a normal week are less than R9,01.

Group 2.—Employees whose wages for a normal week are not less than R9,01 but less than R13,52.

Group 3.—Employees whose wages for a normal week are not less than R13,52 but less than R18,02.

Group 4.—Employees whose wages for a normal week are not less than R18,02 but less than R22,53.

Group 5.—Employees whose wages for a normal week are not less than R22,53 but less than R27,49.

Group 6.—Employees whose wages for a normal week are not less than R27,49 but less than R32,49.

Group 7.—Employees whose wages for a normal week are not less than R32,49.

(3) Tanning Section

Group 1.—Employees whose wages for a normal week are less than R10,32.

Group 2.—Employees whose wages for a normal week are not less than R10,32 but less than R14,83.

Group 3.—Employees whose wages for a normal week are not less than R14,83 but less than R19,35.

Group 4.—Employees whose wages for a normal week are not less than R19,35 but less than R23,86.

Group 5.—Employees whose wages for a normal week are not less than R23,86 but less than R28,82.

Group 6.—Employees whose wages for a normal week are not less than R28,82 but less than R33,82.

Group 7.—Employees whose wages for a normal week are not less than R33,82.

"Wage" shall mean the basic weekly wage (excluding overtime or any supplementary wage) prescribed for an employee in the relevant Agreement of the Council or the ordinary weekly remuneration (excluding overtime or any supplementary wage) received by an employee for whom a wage is prescribed as aforesaid, whichever is the greater.

Elke Distrikskomitee moet uit minstens een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers bestaan.

(4) Die Bestuurskomitee besit die bevoegdheid om reëls betreffende die administrasie van die Fonds te maak, te wysig en te verander. Afskrifte van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

5. KLASSIFIKASIE VAN WERKNEMERS

Vir die toepassing van hierdie Ooreenkoms word werknemers in onderstaande groepe geklassifiseer:

(1) Skoelafdeling

(a) Werknemers vir wie lone in Aanhangsel C van Deel I en Seksie I van Aanhangsel A van Deel II van die loonooreenkoms vir die Skoelafdeling voorgeskryf word:

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R9,22 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R9,22 dog minder as R13,83 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R13,83 dog minder as R18,43 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R18,43 dog minder as R23,04 is.

Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R23,04 dog minder as R28 is.

Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R28 dog minder as R33 is.

Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R33 is.

(b) Werknemers in die Skoelafdeling, uitgesonderd die in paragraaf (a) hierbo gespesifiseer:

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R8,81 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R8,81 dog minder as R13,22 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R13,22 dog minder as R17,66 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R17,66 dog minder as R22,02 is.

Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R22,02 dog minder as R26,98 is.

Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R26,98 dog minder as R31,98 is.

Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R31,98 is.

(2) Afdelings Algemene Goedere en Handsakke

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R9,01 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R9,01 dog minder as R13,52 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R13,52 dog minder as R18,02 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R18,02 dog minder as R22,53 is.

Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R22,53 dog minder as R27,49 is.

Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R27,49 dog minder as R32,49 is.

Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R32,49 is.

(3) Looi-afdeling

Groep 1. Werknemers wie se loon vir 'n gewone week minder as R10,32 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R10,32 dog minder as R14,83 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R14,83 dog minder as R19,35 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R19,35 dog minder as R23,86 is.

Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R23,86 dog minder as R28,82 is.

Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R28,82 dog minder as R33,82 is.

Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R33,82 is.

"Loon" beteken die basiese weekloon (uitgesonderd besoldiging vir oortydwerk of enige aanvullende loon) wat vir 'n werknemer voorgeskryf word in die betrokke Ooreenkoms van die Raad, of die gewone weeklikse besoldiging (uitgesonderd besoldiging vir oortydwerk of enige aanvullende loon) wat 'n werknemer ontvang vir wie die loon voorgeskryf is soos hierbo uiteengesit, na gelang van wat die grootste is.

6. CONTRIBUTIONS

(1) All employees for whom wages are prescribed in any Agreement of the Council shall become members of the Fund, and each employer shall on each pay-day deduct from the wages of each employee, other than an apprentice, the following amounts:

Employees in Group 1: The sum of 12c per week.
 Employees in Group 2: The sum of 15c per week.
 Employees in Group 3: The sum of 18c per week.
 Employees in Group 4: The sum of 21c per week.
 Employees in Group 5: The sum of 24c per week.
 Employees in Group 6: The sum of 27c per week.
 Employees in Group 7: The sum of 30c per week.

(2) If an employee is transferred or promoted to an occupation, the wages for which are not prescribed, he shall cease to contribute to the Fund: Provided that any employee who has contributed to the Fund for not less than five years may, if he so desires, and his employer agrees, elect to continue to contribute to the Fund in which event he and his employer shall continue to contribute to the Fund at the rate which was applicable at the date on which he was transferred or promoted as aforesaid.

(3) An employer may, in respect of his employees employed in the industry for whom wages are not prescribed in any Agreements of the Council, but who are in receipt of a wage of not more than R150 (one hundred and fifty rand) per month, by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of subclause (1). Upon such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

(4) When an employee is on leave on full pay or less than full pay, both his own and the employer's contributions shall be continued.

7. CONTRIBUTION BOOKS

Each employer shall keep in good order in respect of each of his employees from whose wages deductions are made in terms of clause 6 of this Agreement (hereinafter referred to as "contributors" or "members"), a contribution book as prescribed by the Management Committee which he shall obtain from that Committee. The employer shall enter in each book the name of the employee and his Leather Provident Fund number. On each pay-day he shall enter in the contributions book of each contributor employed by him the amount contributed by and in respect of the contributor in terms of clause 6 and the date of such contributions.

8. SICK PAY

(1) For each contribution made by a contributor, eight hours of benefit will accrue, up to a maximum of 416 hours: Provided that where the number of hours accrued to a contributor is reduced by virtue of payments of sick pay in terms of subclause (2) hereof, the balance remaining to the credit of the contributor shall be increased by eight hours for each further contribution up to the maximum of 416 hours; and provided further that for the purpose of this Agreement the contributions referred to herein shall include any contributions made by the employee concerned to the Fund under any previous Agreement of the Council.

(2) An employer shall, on receipt from an employee of a certificate certifying that such employee is incapable of work owing to illness, pay to such employee sick pay for the group in which he last contributed and for each hour of absence during the normal week at the following rates:

Group 1: 9c per hour.
 Group 2: 13c per hour.
 Group 3: 18c per hour.
 Group 4: 22c per hour.
 Group 5: 26c per hour.
 Group 6: 30c per hour.
 Group 7: 35c per hour:

Provided that—

(a) no sick pay shall be paid in respect of the first day of absence through illness;

6. BYDRAES

(1) Alle werknemers vir wie daar in enige Ooreenkoms van die Raad lone voorgeskryf is, moet lede van die Fonds word, en elke werkgever moet op elke betaaldag van die loon van elke werknemer, uitgesonderd 'n vakleerling, ondervermelde bedrae aftrek:

Werknemers in Groep 1: Die bedrag van 12c per week.
 Werknemers in Groep 2: Die bedrag van 15c per week.
 Werknemers in Groep 3: Die bedrag van 18c per week.
 Werknemers in Groep 4: Die bedrag van 21c per week.
 Werknemers in Groep 5: Die bedrag van 24c per week.
 Werknemers in Groep 6: Die bedrag van 27c per week.
 Werknemers in Groep 7: Die bedrag van 30c per week.

(2) Indien 'n werknemer verplaas of bevorder word tot 'n betrekking waarvoor daar geen loon voorgeskryf is nie, dra hy nie verder tot die Fonds by nie: Met dien verstande dat 'n werknemer wat minstens vyf jaar tot die Fonds bygedra het, indien hy dit verlang en sy werknemer daarmee akkoord gaan, vrywillig verder tot die Fonds mag bydra, en in daardie geval moet hy en sy werkgever verder tot die Fonds bydra teen die tarief wat van toepassing was op die datum waarop hy, soos hierbo vermeld, verplaas of bevorder is.

(3) 'n Werkgever mag ten opsigte van sy werknemers wat in die Nywerheid werksaam is en vir wie daar nie in enige Ooreenkoms van die Raad lone voorgeskryf is nie, dog wat 'n loon van hoogstens R150 (eenhonderd en vyftig rand) per maand ontvang, op grond van 'n wedersydse ooreenkoms by die Fonds aansoek doen om bydraes van homself en sodanige werknemers (hetsy een of meer van hulle) ooreenkomstig die bepaling van subklousule (1) te aanvaar. Na ontvangs van sodanige aansoek kan die Bestuurskomitee inwillig om bydraes van sodanige werkgever te aanvaar, en die bepaling van die Ooreenkoms is dan *mutatis mutandis* op die betrokke werkgever en werknemers van toepassing.

By die totale bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is, en die totale som voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, of aan sodanige ander beaampte soos die Raad of Uitvoerende Komitee aanwys.

(4) Wanneer 'n werknemer met verlof met volle besoldiging of minder as volle besoldiging is, word sowel sy eie as sy werkgever se bydraes voortgesit.

7. BYDRAEBOEKE

Elke werkgever moet ten opsigte van elkeen van sy werknemers van wie se lone bedrae ingevolge klousule 6 van hierdie Ooreenkoms afgetrek word (hierna "bydraers" of "lede" genoem), 'n bydraeboek soos deur die Bestuurskomitee voorgeskryf, in goeie orde hou; en hierdie boek moet hy van genoemde komitee verkry. Die werkgever moet die naam van die werknemer en sy nommer as lid van die Voorsorgfonds vir die Leernywerheid in elke boek inskryf. Op elke betaaldag moet hy die bedrag wat ingevolge klousule 6 deur en ten opsigte van die bydraer bygedra is en die datum van sodanige bydrae, in die bydraeboek van elke bydraer inskryf.

8. SIEGEGELD

(1) Vir elke bydrae wat 'n bydraer betaal, word sodanige bydraer gekrediteer met bystand vir agt uur, tot 'n maksimum van 416 uur: Met dien verstande dat wanneer die getal ure waarmee 'n bydraer gekrediteer is, vanweë die betaling van siegegeld ingevolge subklousule (2) hiervan, verminder word, die saldo wat die bydraer te goed het, vir elke verdere bydrae met agt uur verhoog word, tot die maksimum van 416 uur; en voorts met dien verstande dat, vir die toepassing van hierdie Ooreenkoms, die bydraes hierin vermeld, alle bydraes insluit wat deur die betrokke werknemer op grond van enige vorige Ooreenkoms van die Raad aan die Fonds betaal is.

(2) 'n Werkgever moet, wanneer hy van 'n werknemer 'n sertifikaat ontvang waarin verklaar word dat sodanige werknemer weens siekte nie in staat is om sy werk te verrig nie, aan sodanige werknemer siegegeld betaal soos voorgeskryf vir die groep waarin hy laas bygedra het, naamlik vir elke uur afwesigheid gedurende die gewone week ondergenoemde bedrae:

Groep 1: 9c per uur.
 Groep 2: 13c per uur.
 Groep 3: 18c per uur.
 Groep 4: 22c per uur.
 Groep 5: 26c per uur.
 Groep 6: 30c per uur.
 Groep 7: 35c per uur:

Met dien verstande dat—

(a) daar ten opsigte van die eerste dag waarop 'n werknemer weens siekte afwesig is, geen siegegeld betaal word nie;

(b) each certificate issued by a medical practitioner shall have a currency of seven days from the date of issue: Provided that the Management Committee may, in the event of lengthy illness, accept the certificate of a medical practitioner for such longer period as it may determine;

(c) no payment in excess of the number of hours accrued in terms of subclause (1) hereof shall be payable;

(d) the term "hour" means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime) had he not been absent from work; and provided further that—

(i) no sick pay benefits shall be paid to an employee whose illness, affliction, or disease, is in the opinion of the Management Committee or local committee, as the case may be, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;

(ii) no sick pay shall be payable in respect of paid public holidays as specified in any agreement of the Council, or in respect of any portion of the annual leave period for which an employee receives holiday pay in terms of any agreement of the Council;

(iii) no sick pay shall be payable for any illness in respect of which an employee is in receipt of compensation in terms of the Werkmen's Compensation Act, 1941, as amended;

(iv) no sick pay shall be payable in respect of confinements during the period of four weeks prior to and eight weeks subsequent to the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941.

(3) All night workers employed in the footwear or general goods or handbag or tanning sections of the Leather Industry shall be paid benefits as though they were day workers normally working the hours of work prescribed for day workers in the Agreements for the footwear, general goods, handbag and tanning sections respectively.

(4) (a) Subject to the provisions of paragraph (b) of this subclause, no sick pay shall be payable to a contributor who is unemployed: Provided that a contributor whose employment is terminated during the period in which he is receiving sick pay, shall continue to be paid until the number of hours which have accrued to him is exhausted or until 13 weeks after his employment has terminated, whichever is the earlier; and subject further to the production of such medical certificates as are prescribed in this Agreement.

(b) No sick pay or other benefits shall be paid to unemployed contributors during such period as they are entitled to receive benefits in terms of the Unemployment Insurance Act, 1966.

(c) In the event of an unemployed contributor obtaining further employment in the Leather Industry within a period of 13 weeks from the date of such contributor becoming unemployed, he shall be deemed to have been continuously employed and the number of hours of sick pay benefits accrued to his credit at the date of his becoming unemployed shall be retained to his credit with his new employer. In the event of an unemployed contributor re-entering the Industry after the expiration of such period of 13 weeks, he shall be considered to be a new employee in the Industry for the purpose of this Fund.

(5) Not later than the seventh day of each month every employer who has made payment to an employee in terms of subclause (2) shall forward to the Management Committee in respect of the preceding calendar month a statement, in duplicate, showing the full names of the employees who have benefited, their groups, the number of days' benefit paid and the amounts of benefit. The statement shall be accompanied by doctors' certificates and receipts signed by the employees for the amounts of benefit received. Upon receipt of the statement the Management Committee, if satisfied that it is in order, shall refund to the employer the amount paid out. Should proof be obtained at any time that there has been refunded to an employer any amount which he has not paid in benefit or which should not have been paid, the employer shall be liable to repay the amount to the Council.

Notwithstanding anything to the contrary contained in this subclause, the Management Committee shall not be required to recognise as valid any statement which has not been forwarded to and received by the Management Committee within a period of two (2) months from the date upon which such statement should have been forwarded by the employer in terms of this subclause, nor shall the Management Committee be liable to refund to the employer the amount or amounts claimed under any such statement.

(b) elke sertifikaat wat deur 'n mediese praktisyn uitgereik word, 'n geldigheidsduur van sewe dae vanaf die datum van uitreiking het: Met dien verstande dat die Bestuurskomitee in die geval van 'n langdurige siekte 'n sertifikaat van 'n mediese praktisyn mag aanvaar vir sodanige langer tydperk as wat hy mag bepaal;

(c) geen betaling vir 'n groter getal ure as dié wat kragtens subklousule (1) hiervan opgeloopt het, gedoen sal word nie;

(d) die uitdrukking "uur" 'n gewone uur beteken wat die werknemer sou gewerk het (afgesien van korttyd of oortyd) indien hy nie van sy werk afwesig was nie; en voorts met dien verstande dat—

(i) geen siektebystand aan 'n werknemer betaalbaar is nie indien sy siekte, kwaal of ongesteldheid na die oordeel van die Bestuurskomitee of plaaslike komitee, na gelang van die geval, te wyte is aan wangedrag of oormatige gebruik van sterk drank of verdovingsmiddels of aan beserings wat hy as gevolg van enige vorm van burgerlike oproer of deelname aan openbare opstootjies opgedoen het;

(ii) geen siekegeld betaalbaar is nie ten opsigte van openbare vakansiedae met besoldiging soos gespesifiseer in enige ooreenkoms van die Raad of ten opsigte van 'n gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer ingevolge enige ooreenkoms van die Raad vakansiebesoldiging ontvang;

(iii) daar geen siekegeld betaalbaar is vir enige siekte ten opsigte waarvan 'n werknemer ingevolge die Ongevallewet, 1941, soos gewysig, vergoeding ontvang nie;

(iv) geen siekegeld betaalbaar is nie ten opsigte van bevalings gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, waartydens 'n bydraer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, op bystand geregtig is.

(3) Alle nagwerkers wat in die skoelafdeling of die afdeling algemene goedere of die handsak- of looi-afdeling van die Leernywerheid werksaam is, moet voordele ontvang asof hulle dagwerkers is wat gewoonlik dié ure werk soos vir dagwerkers voorgeskryf in die Ooreenkomste vir onderskeidelik die skoelafdeling, die afdeling algemene goedere en die handsak- en die looi-afdelings.

(4) (a) Behoudens paragraaf (b) van hierdie subklousule, is geen siekegeld aan 'n werklose bydraer betaalbaar nie: Met dien verstande dat 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siekegeld ontvang, nog siekegeld moet ontvang totdat die getal ure wat hom toekom, verbruik is, of totdat 13 weke na die laaste dag van sy diens verstryk het, na gelang van wat die vroegste datum is; en voorts met dien verstande dat sodanige mediese sertifikate soos in hierdie Ooreenkoms voorgeskryf, ingedien word.

(b) Geen siekegeld of ander bystand word aan werklose bydraers betaal nie gedurende dié tydperk waarin hulle aanspraak het op voordele ingevolge die Werkloosheidsversekeringswet, 1966.

(c) Indien 'n werklose bydraer binne 'n tydperk van 13 weke vanaf die datum waarop hy werkloos geword het, opnuut in die Leernywerheid aangestel word, word hy geag sonder onderbreking in diens te gewees het en behou hy die getal ure vir siekegeld wat hy te goed gehad het op die datum waarop hy werkloos geword het, en word hy deur sy nuwe werkgever daarmee gekrediteer. Indien 'n werklose bydraer weer tot die Nywerheid toetree nadat 'n tydperk van 13 weke verstryk het, word hy vir die doel van hierdie Fonds geag 'n nuwe werknemer in die Nywerheid te wees.

(5) Elke werkgever wat 'n bedrag ingevolge subklousule (2) aan 'n werknemer betaal het, moet voor of op die sewende dag van elke maand 'n staat in duplo ten opsigte van die vorige kalendermaand by die Bestuurskomitee indien waarop die volle name van die werknemers wat voordele ontvang het, hul groepe, die getal dae ten opsigte waarvan voordele aan hulle betaal is, en die bedrae van die voordele aangeteken staan. Die staat moet vergesel gaan van mediese sertifikate en kwitansies, deur die werknemers onderteken, vir die bedrae van die ontvangte voordele. By ontvangs van die staat moet die Bestuurskomitee, indien hy daarvan oortuig is dat dit in orde is, die uitbetaalde bedrag aan die werkgever terugbetaal. Indien daar te eniger tyd bewys word dat daar aan 'n werkgever 'n bedrag terugbetaal is wat nie deur hom aan voordele betaal is nie, of wat nie aldus betaal behoort te gewees het nie, kan daar van die werkgever geëis word dat hy die bedrag aan die Raad terugbetaal.

Ondanks andersluidende bepalings in hierdie subklousule, mag daar nie geëis word dat die Bestuurskomitee 'n staat as 'geldig moet erken wat nie aan die Bestuurskomitee gestuur en deur laasgenoemde ontvang is binne 'n tydperk van twee (2) maande vanaf die datum waarop sodanige staat ingevolge hierdie subklousule deur die werkgever ingedien moes gewees het nie en is die Bestuurskomitee ook nie verplig om die bedrag of bedrae wat op grond van sodanige staat geëis word, aan die werkgever terug te betaal nie.

(6) When an employee leaves the service of his employer the employer shall hand him his contribution book and the employee shall hand it to his next employer for safe keeping in terms of clause 7.

(7) Upon the production of proof satisfactory to the Management Committee of the death of a member, the Management Committee shall be empowered to pay to such dependant of the deceased member as it may deem fit, any benefits which have accrued in terms of subclause (1) but which, at the date of death, have not been paid to such member.

9. MEDICAL AND PHARMACEUTICAL BENEFITS

(1) Subject to the provisions of clause 10, a contributor shall be entitled to—

(a) general medical attention from the medical officer appointed by the Fund, except confinement, but including such work as the medical officer may consent to perform within the scope of the Fund;

(b) injections, excluding vaccination and preventative injections, administered by the medical officer;

(c) massage at the direction of the medical officer;

(d) supplies of medicines, drugs, ointments, bandages and lotions on the authority of a prescription signed by the medical officer: Provided that the Fund shall not be liable for the first 25c of the cost of each item prescribed by the medical officer or the first 50c of the total cost of each prescription, whichever is the greater.

(2) Notwithstanding anything to the contrary contained herein, a contributor shall not be entitled to receive medical and pharmaceutical benefits in terms of this clause for a period of more than three calendar months in respect of the same illness, affliction or disease: Provided that this period may be extended at the discretion of the Management Committee: Provided further that the provisions of this subclause shall not apply to a contributor who has contributed to the Fund for a period of not less than 10 years.

(3) The cost of medical attention or pharmaceutical supplies, excluding the amount referred to in subclause (1) (d), shall be paid by the Management Committee on presentation to that Committee of satisfactory accounts by the medical officers and pharmacists appointed by the Management Committee.

(4) A contributor who becomes unemployed shall not be entitled to medical and pharmaceutical benefits under this clause from the time of his becoming unemployed, unless such employment was terminated during the period in which he was qualified to receive sick pay in terms of clause 8 (4), in which event he shall continue to receive such medical and pharmaceutical benefits for such period as he is qualified to receive sick pay.

(5) A contributor who is certified by a medical officer or practitioner to be suffering from tuberculosis shall not be entitled to benefit under this clause from the date of such certificate.

(6) An employer shall, within seven days of the date of engagement of a contributor advise the Secretary of the Council, in writing, of the name of the medical officer selected by such contributor.

(7) The Management Committee may, in its discretion and on the production of receipted accounts, refund to a contributor an amount equivalent to 50 per cent of the cost of specialist attention, operations, hospitalisation and conveyance by ambulance incurred by such member: Provided that the total amount so refunded shall not exceed R80 in respect of any one illness.

10. IDENTIFICATION CARDS

(1) Each contributor shall be supplied with an identification card printed in such form as the Management Committee may from time to time direct.

Such card shall be signed by his employer, and shall contain a certificate by the employer to the effect that the employee is a contributor and is entitled to medical and pharmaceutical benefits in terms of the Fund.

Notwithstanding anything to the contrary contained in the Agreement, a contributor shall not be entitled to medical or pharmaceutical benefits unless he is in possession of, and produces to the medical officer or pharmacist appointed by the Management Committee, an identification card duly signed and completed in terms of this subclause, and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of this Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided in this subclause.

(2) In the event of a contributor losing his identification card he shall make application to the Management Committee, or District Committee, for the issue of a duplicate card on payment of such fee not exceeding 10c in respect thereof as the committee concerned may determine.

(6) Wanneer 'n werknemer die diens van sy werkgever verlaat, moet die werkgever sodanige werknemer se bydraeboek aan hom oorhandig, en moet die werknemer dit aan sy volgende werkgever oorhandig vir veilige bewaring ooreenkomstig die bepalinge van klousule 7.

(7) Wanneer daar tot tevredenheid van die Bestuurskomitee bewys gelewer is van die afsterwe van 'n lid, word die Bestuurskomitee gemagtig om aan sodanige afhanklike van die afgestorwe lid soos die Bestuurskomitee mag goed ag, alle voordele te betaal wat sodanige lid ingevolge subklousule (1) te goed het, dog wat ten tye van sy afsterwe nog nie aan hom uitbetaal was nie.

9. MEDIESE EN FARMASEUTIESE VOORDELE

(1) Behoudens klousule 10, is 'n bydraer geregtig op—

(a) algemene mediese behandeling deur die mediese beampte wat deur die Fonds aangewys is, uitgesonderd kraambehandeling, maar met inbegrip van sodanige dienste wat die mediese beampte bereid is om binne die bestek van die Fonds te lewer;

(b) inspuitings, uitgesonderd inenting en immunisering, wat deur die mediese beampte toegedien word;

(c) massering in opdrag van die mediese beampte;

(d) die verskaffing van medisyne, verdowingsmiddels, salf, verbande en baaimiddels op grond van 'n voorskrif deur die mediese beampte onderteken: Met dien verstande dat die Fonds nie aanspreeklik is nie vir die eerste 25c van die koste van elke item wat deur die mediese beampte voorgeskryf word, of vir die eerste 50c van die totale koste van elke voorskrif, na gelang van watter die grootste bedrag is.

(2) Ondanks andersluidende bepalinge hierin vervat, het 'n bydraer geen aanspraak op mediese en farmaseutiese voordele kragtens hierdie klousule vir 'n tydperk van langer as drie kalendermaande ten opsigte van dieselfde siekte, aandoening of kwaal nie: Met dien verstande dat hierdie tydperk na goeddunke deur die Bestuurskomitee verleng kan word: Voorts met dien verstande dat hierdie subklousule nie op 'n bydraer wat vir 'n tydperk van minstens 10 jaar tot die Fonds bygedra het, van toepassing is nie.

(3) Die koste van mediese behandeling of farmaseutiese middels, uitgesonderd dié ten opsigte van die bedrag in subklousule (1) (d) vermeld, moet teen voorlegging van bevredigende rekenings deur die mediese beamptes en aptekers wat deur die Bestuurskomitee aangewys is, deur genoemde Komitee betaal word.

(4) 'n Bydraer wat werkloos raak, is vanaf die tyd waarop hy werkloos geword het, nie op mediese en farmaseutiese voordele kragtens hierdie klousule geregtig nie, tensy sy diens beëindig is gedurende die tydperk waarin hy kragtens klousule 8 (4) op siektebystand geregtig was; indien dit die geval is, moet hy nog sodanige mediese en farmaseutiese voordele ontvang gedurende dié tydperk waartydens hy op siektebystand geregtig is.

(5) Wanneer 'n mediese beampte of praktisyn sertifiseer dat 'n bydraer 'n tuberkuloseer is, is sodanige bydraer vanaf die datum van sodanige sertifikaat nie op voordele kragtens hierdie klousule geregtig nie.

(6) 'n Werkgever moet, binne sewe dae na die indiensneming van 'n bydraer, die Sekretaris van die Raad skriftelik in kennis stel van die naam van die mediese beampte wat deur sodanige bydraer gekies is.

(7) Die Bestuurskomitee kan na goedvinde en by voorlegging van gekweteerde rekenings 'n bedrag gelyk aan 50 persent van die koste van spesialisbehandeling, operasies, hospitalisasie en ambulansvervoer, wat deur 'n bydraer aangegaan is, aan sodanige bydraer terugbetaal: Met dien verstande dat die totale bedrag wat aldus terugbetaal word, hoogstens R80 ten opsigte van enige siekte mag wees.

10. IDENTIFIKASIEKAARTE

(1) 'n Identifikasiekaart, gedruk in dié vorm wat die Bestuurskomitee van tyd tot tyd voorskryf, moet aan elke bydraer uitgereik word.

Sodanige kaart moet deur sy werkgever onderteken word en moet 'n sertifikaat van die werkgever bevat waarin verklaar word dat die werknemer 'n bydraer is en ooreenkomstig die Fonds op mediese en farmaseutiese voordele geregtig is.

Ondanks andersluidende bepalinge in hierdie Ooreenkoms vervat, is 'n bydraer nie op mediese of farmaseutiese voordele geregtig nie tensy hy 'n identifikasiekaart besit wat behoorlik onderteken en ingevul is ooreenkomstig die bepalinge van hierdie subklousule, en sodanige sertifikaat toon aan die mediese beampte of apteker wat deur die Bestuurskomitee aangewys is, en geen mediese beampte of apteker mag enige persoon ingevolge hierdie Ooreenkoms medies behandel of van farmaseutiese middels voorsien nie, tensy sodanige persoon aan sodanige mediese beampte of apteker 'n identifikasiekaart toon soos in hierdie subklousule bepaal.

(2) Indien 'n bydraer sy identifikasiekaart verloor, moet hy by die Bestuurskomitee of Distrikskomitee aansoek doen om die uitreiking van 'n duplikaat, teen betaling van 'n bedrag wat die betrokke komitee mag bepaal, wat egter hoogstens 10c mag bedra.

(3) Upon leaving the service of his employer, a contributor shall surrender to his employer his identification card and shall receive in exchange therefor his contribution book.

(4) In the event of an employee obtaining further employment in the Leather Industry within a period of 13 weeks after leaving the Industry, he shall hand his contribution book to his new employer for safe keeping in terms of clause 7 of this Agreement, and the employer shall forthwith issue him with a new card in terms of subclause (1) of this clause.

(5) If a contributor leaves without notice or does not surrender his card to his employer in terms of subclause (3) of this clause, the employer shall forward the contribution book of such contributor to the Management Committee.

11. FINANCIAL CONTROL

(1) (a) Sick pay benefits shall cease whenever the amount standing to the credit of the Fund falls below R3 000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R5 000. Employers shall be advised by the Secretary immediately the amount standing to the credit of the Fund falls below R3 000 and the Secretary shall also advise employers as soon as the payment of sick pay may be recommenced.

Pharmaceutical benefits shall cease whenever the amount standing to the credit of the Fund falls below R12 000 and such benefits shall not be reinstated until the amount standing to the credit of the Fund has reached the sum of R15 000.

In the event of it being necessary to suspend pharmaceutical benefits, the Secretary shall advise the medical officers and the pharmacists that such benefits have been suspended and he shall also advise the medical officers and pharmacists as soon as such benefits are reinstated.

(b) The contribution books issued to contributors are not transferable. In the event of the death of a contributor, his employer shall return his contribution book to the Management Committee.

(c) 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 on 31 December. Such statement shall be submitted for audit to a public accountant appointed by the Management Committee and submitted to the Council together with the auditor's report.

(d) The audited statement and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Secretary for Labour within three months after the date mentioned in paragraph (c).

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

(2) (a) All moneys paid into the Fund shall be deposited in a special account to be opened in the name of the Fund at a bank approved by the Council.

(b) All moneys regarded by the Management Committee as being surplus to its requirements may be placed on deposit with a bank or registered building society or may be invested in National Savings Certificates: Provided that sufficient money is kept in such liquid form as will enable the Committee to meet its liabilities immediately it is called upon to do so.

(c) All payments from the Fund shall be by cheque on the Fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Management Committee.

(3) Should this Agreement expire through effluxion of time, or for any other reason, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the Fund was originally established: Provided that in the event of this Agreement not being renewed or the Fund not being transferred as set out above within 18 months of the expiry of this Agreement the Fund shall be liquidated as provided in subclause (5).

(4) In the event of the dissolution of the Council or in the event of its ceasing to function during the period for which this Agreement is binding in terms of the Act, the Management Committee or such other person as the Registrar may designate shall continue to administer the Fund 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 Fund impracticable or undesirable in the opinion of the Registrar he may appoint

(3) Wanneer 'n bydraer die diens van sy werkgever verlaat, moet hy sy identifikasiekaart aan sy werkgever terugbesorg en in ruil daarvoor moet sy bydraeboek aan hom oorhandig word.

(4) Indien 'n werknemer binne 13 weke nadat hy die Leer-nywerheid verlaat het, opnuut in hierdie Nywerheid aangestel word, moet hy sy bydraeboek aan sy nuwe werkgever oorhandig vir veilige bewaring ooreenkomstig kousule 7 van hierdie Ooreenkoms, en moet die werkgever onverwyld 'n nuwe kaart ooreenkomstig subkousule (1) van hierdie kousule aan hom uitreik.

(5) As 'n bydraer sy diens sonder kennisgewing verlaat of nie ingevolge subkousule (3) van hierdie kousule sy kaart aan sy werkgever oorhandig nie, moet die werkgever die bydraeboek van sodanige bydraer aan die Bestuurskomitee stuur.

11. GELDELIKE BEHEER

(1) (a) Die betaling van siektebystand moet gestaak word wanneer die batige saldo van die Fonds benede R3 000 daal en die betalings moet dan nie hervat word nie tot tyd en wyl die Fonds se batige saldo weer die R5 000-kerf bereik het. Wanneer die Fonds se batige saldo benede R3 000 daal, moet die Sekretaris die werkgewers onmiddellik daarvan in kennis stel, en sodra die betaling van siektebystand weer hervat word, moet die Sekretaris die werkgewers ook daarvan verwittig.

Die betaling van farmaseutiese voordele moet gestaak word sodra die Fonds se batige saldo benede R12 000 daal, en die betaling van sodanige voordele moet nie hervat word nie tot tyd en wyl die Fonds se batige saldo weer die R15 000-kerf bereik het.

Indien dit nodig blyk om die betaling van farmaseutiese voordele op te skort, moet die Sekretaris die mediese beamptes en die aptekers van sodanige opskorting in kennis stel, en sodra sodanige betaling hervat word, moet hy die mediese beamptes en aptekers ook dienooreenkomstig verwittig.

(b) Die bydraeboeke wat aan bydraers uitgereik word, is nie oordraagbaar nie. Indien 'n bydraer te sterwe kom, moet sy werkgever die betrokke bydraeboek aan die Bestuurskomitee terugbesorg.

(c) Die Sekretaris moet so gou moontlik na 31 Desember van elke jaar 'n staat opstel waarop gelde wat ontvang is, en besonderhede van uitgawe oor die 12 maande geëindig 31 Desember, verskyn. Sodanige staat moet ter ouditering aan 'n openbare rekenmeester wat deur die Bestuurskomitee aangewys is, voorgelê en saam met die ouditeur se verslag by die Raad ingedien word.

(d) Die geouditeerde staat en die openbare rekenmeester se verslag daaroor moet by die hoofkantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die datum in paragraaf (c) genoem, aan die Sekretaris van Arbeid gestuur word.

(e) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan is, word teen die Fonds in rekening gebring.

(2) (a) Alle geld wat in die Fonds inbetaal word, moet gedeponeer word in 'n spesiale rekening wat op naam van die Fonds by 'n deur die Raad goedgekeurde bank geopen is.

(b) Alle geld wat na die Bestuurskomitee se oordeel meer is as wat hy nodig het, kan by 'n bank of geregistreerde bouvereniging gedeponeer of in Nasionale Spaarsertifikate belê word, mits daar voldoende geld sodanig likwied gehou word dat die Komitee in staat is om te eniger tyd sy verpligtinge na te kom sodra dit van hom verlang word.

(c) Alle betalings uit die Fonds moet geskied per tjek, wat teen die rekening van die Fonds getrek is. Sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Bestuurskomitee daartoe gemagtig is.

(3) Indien hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verval, moet die Fonds verder deur die Bestuurskomitee geadminestreer word totdat dit of gelikwider word, of deur die Raad oorgedra word aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Fonds oorspronklik gestig is: Met dien verstande dat indien hierdie Ooreenkoms nie binne 18 maande vanaf die vervaldatum daarvan hernuwe word nie, of die Fonds nie binne genoemde tydperk oorgedra word nie soos hierbo uiteengesit, die Fonds gelikwider moet word soos in subkousule (5) bepaal.

(4) Indien die Raad ontbind sou word, of sou ophou funksioneer gedurende dié tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van die Wet van krag is, moet die Bestuurskomitee of sodanige ander persoon wat die Registrateur aanwys, die Fonds verder administreer, en word die lede van die Komitee soos hy bestaan op die datum waarop die Raad ophou funksioneer of ontbind word, vir hierdie doel geag die lede daarvan te wees: Met dien verstande, egter, dat indien daar 'n vakature in die Komitee ontstaan, dit deur die Registrateur gevul mag word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die ledetal van die Komitee uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers en hul sekundi bestaan. Indien sodanige Komitee nie in staat is nie, of onwilling is, om sy pligte te vervul, of indien hy voor 'n dooie punt te staan sou kom wat die administrasie van die Fonds volgens die Registrateur se oordeel ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel wat die pligte van

a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes. Should the Council be no longer in existence as at the date of expiration of this Agreement, the Fund shall be liquidated in the manner set forth in subclause (5) and if upon that date 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.

(5) Upon liquidation of the Fund in terms of subclause (3) of this clause, 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.

12. AGENTS

The Council shall 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 persons to enter his establishment and to institute such inquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

13. EXEMPTIONS

The Council or Executive may, on the recommendation of a District Committee, or on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

This Agreement signed at Port Elizabeth on behalf of the parties on this 18th day of August 1972.

B. MANCHEVSKY, Member of the Council.

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

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

No. R. 2391 29 December 1972
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941**

**LEATHER INDUSTRY, REPUBLIC OF SOUTH
 AFRICA.—EXEMPTION FROM SICK LEAVE
 PROVISIONS**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, grant exemption from the provisions of section 21A of the said Act in respect of all employees who are entitled to sick benefits in terms of the Sick Benefit Fund Agreement for the Leather Industry of South Africa, published under Government Notice R. 2390 of 29 December 1972.

M. VILJOEN, Minister of Labour.

die Komitee moet uitvoer, en vir sodanige doel al die bevoegdhede van die Komitee sal besit. Indien die Raad alreeds sou opgehou het om te bestaan op sodanige datum wanneer hierdie Ooreenkoms verval, moet die Fonds gelikwideer word op die wyse wat in subklousule (5) voorgeskrif is, en as die sake van die Raad op dié datum alreeds afgewikkel en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel uitmaak van die algemene fondse van die Raad.

(5) By die likwidasië van die Fonds ingevolge subklousule (3) van hierdie klousule, moet geld wat na die betaling van alle eise teen die Fonds, met inbegrip van administrasie, en likwidasiëkoste, in die Fonds oorbly, in die fondse van die Raad gestort word.

12. AGENTE

Die Raad moet een of meer persone as agente aanstel wat met die uitvoering van die bepalings van hierdie Ooreenkoms behulpsaam kan wees. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy bedryfsinrigting te betree en sodanige navrae te doen en sodanige dokumente, boeke, loonstate, betaal-koeverte en betaalkaarte na te gaan en sodanige persone te onder-vra as wat nodig is ten einde vas te stel of die bepalings van hierdie Ooreenkoms wel nagekom word.

13. VRYSTELLINGS

Die Raad of die Uitvoerende Komitee kan op aanbeveling van 'n Distrikskomitee of na eie goeëdunke, teen verstrekking van 'n afdoende rede, vrystelling van enige van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen.

Hierdie Ooreenkoms is namens die partye op hede die 18de dag van Augustus 1972 te Port Elizabeth onderteken.

B. MANCHEVSKY, Lid van die Raad.

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

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

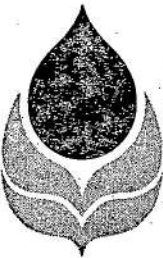
No. R. 2391 29 Desember 1972
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941**

**LEERNYWERHEID, REPUBLIEK VAN SUID-
 AFRIKA.—VRYSTELLING VAN SIEKTEVERLOF-
 BEPALINGS**

Ek, Marais Viljoen, Minister van Arbeid, verleen hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vrystelling van die bepalings van artikel 21A van genoemde Wet ten opsigte van alle werknemers wat op siektevoordele geregtig is kragtens die Siektebystandsfondsooreenkoms vir die Leernywerheid van Suid-Afrika wat by Goewermentskennisgewing R. 2390 van 29 Desember 1972 gepubliseer is.

M. VILJOEN, Minister van Arbeid.

Use it.

Don't abuse  it.

water is for everybody

Werk mooi daarmee.

Ons leef  daarvan

Save Time and Money, Use Franking Machines

Spaar Tyd en Geld, Gebruik Frankeermasjiene

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