



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2115

As 'n Nuusblad by die Poskantoor Geregistreer

FRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 2115

Registered at the Post Office as a Newspaper

VOL. 116]

PRETORIA, 14 FEBRUARIE
14 FEBRUARY 1975

[No 4589

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 285

14 Februarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—HERBEKRAKTIGING EN WYSIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Stefanus Louwrens Muller, Waarnemende 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 op 7 Januarie 1976 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 1 (1) (a), 2 en 4, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Januarie 1976 eindig, bindend is vir alle ander werkgewers en werknemers as die vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 4, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Januarie 1976 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. L. MULLER, Waarnemende Minister van Arbeid.

32263—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 285

14 February 1975

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—RE-ENACTMENT AND AMENDMENT OF SICK BENEFIT AGREEMENT

I, Stefanus Louwrens Muller, Acting 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 hereeto 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 7 January 1976, 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 1 (1) (a), 2 and 4, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 7 January 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 7 January 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 4, 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.

S. L. MULLER, Acting Minister of Labour.

4589—1

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

SIEKTEBYSTANDSFONDSOOREENKOMS

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

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
- (e) 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 Leather Workers
- (i) Transvaal Leather and Allied Trades' Industrial Union
- (j) Trunk and Box Workers' Industrial Union (Transvaal)

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Leer-nywerheid nagekom word—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werkneemers wat lede van die vakverenigings is en wat onderskeidelik by bovenoemde Nywerheid betrokke of daarin werkzaam is;

(b) in die Republiek van Suid-Afrika: Met dien verstande dat, in verband met die werkzaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leer-nywerheid" in klousule 5 van hierdie Ooreenkoms, dit net in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Durban en Johannesburg nagekom moet word en voorts met dien verstande dat, in verband met die werkzaamhede uiteengesit in paragraaf (7) van die omskrywing van "Nywerheid" of "Leer-nywerheid" in klousule (5) van hierdie Ooreenkoms, dit net in die landdrosdistrikte Bellville, Goodwood en Durban nagekom moet word.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms egter van toepassing slegs op dié werkneemers vir wie die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2390 van 29 Desember 1972, soos gewysig by Goewermentskennisgewing R. 1082 van 22 Junie 1973, hierna die "vorige Ooreenkoms" genoem, bindend is.

2. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 7 Januarie 1976 eindig of vir sodanige tydperk as wat hy bepaal.

3. ALGEMENE BEPALINGS

Klousule 1 (soos gewysig by klousule 5 van hierdie Ooreenkoms), klousules 4 tot en met 7, klousule 8 (soos gewysig by klousule 6 van hierdie Ooreenkoms), klousules 9 tot en met 11 en klousule 13 is van toepassing op werkgewers en werkneemers.

4. SPESIALE BEPALINGS

Klousule 12 is van toepassing op werkgewers en werkneemers.

5. WOORDOMSKRYWING

Klousule 1 van die vorige Ooreenkoms word soos volg gewysig:

- (a) Skrap die omskrywing van "vakleerling".
- (b) Vervang die omskrywing van "Seksie Algemene Goedere" deur die volgende:

"Seksie Algemene Goedere" van die Leer-nywerheid daardie seksie van die Nywerheid waarin werkgewers en werkneemers met mekaar geassosieer is—

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

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

(b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan

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 the

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
- (e) 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' organisations"), of the one part, and the

- (h) National Union of Leather Workers
- (i) 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. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions who are engaged or employed therein;

(b) in the Republic of South Africa: Provided that on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 5 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, The Cape, Goodwood, Durban and Johannesburg and provided further that on the operations set forth in paragraph (7) of the definition of "Industry" or "Leather Industry" in clause 5 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall, however, apply only to those employees upon whom the Agreement published under Government Notice R. 2390, dated 29 December 1972, as amended by Government Notice R. 1082, dated 22 June 1973, hereinafter referred to as the "former Agreement", was binding.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour, in terms of section 48 of the Act, and shall remain in operation for the period ending 7 January 1976, or such period as may be determined by him.

3. GENERAL PROVISIONS

Clause 1 (as amended by clause 5 of this Agreement), clauses 4 to 7 (inclusive), clause 8 (as amended by clause 6 of this Agreement), clauses 9 to 11 (inclusive) and clause 13 shall apply to employers and employees.

4. SPECIAL PROVISIONS

Clause 12 shall apply to employers and employees.

5. DEFINITIONS

Clause 1 of the former Agreement is amended as follows:

- (a) Delete the definition of "apprentice".
- (b) Substitute the following for the definition of "General Goods Section":

"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) attaché 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 'Xhosasakke', notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat as plaasvervangers vir enigeen van voornoemde artikels bedoel is;

(2) 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;

(3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;

(4) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene;";

(c) vervang die omskrywing van "Leernywerheid" of "Nywerheid" deur die volgende:

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

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

(a) skoeisel, met inbegrip van alle tipes, maar uitgesonderd skoeisel op maat gemaak;

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

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as 'Xhosasakke', notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enigeen van die hierbo genoem;

(2) vir die looi, bewerking en blotting 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 van inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;

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

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;

(6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel, nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—

(a) geheel en al of hoofsaaklik uit metaal;

(b) uit karton (geriffel al dan nie) en/of papier of 'n samestellende van papier en/of 'n soortgelyke materiaal waarvan enige bestanddeel karton en/of papier en/of 'n bestanddeel van papier is;

(c) geheel en al of hoofsaaklik uit plastiek, uitgesonderd plaktebladmateriaal;

(7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene;";

(d) voeg die volgende omskrywing in na die omskrywing van "gewone week":

"plastiek" enigeen van die groep materiale wat uit 'n organiese stof met 'n hoë molekulêre massa bestaan of dit as noodsaklike bestanddeel bevat en wat, hoewel dit in die voltooide toestand 'n vaste stof is, in een of ander stadium tydens die vervaardiging daarvan in verskillende fatsoene gegiet, gekalandeer, deurgedruk of gevorm is of kan word deur vloeい, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;".

6. SIEKTEBYSTAND

Klusule 8 van die vorige Ooreenkoms word soos volg gewysig:

Voeg die volgende voorbehoudsbepaling by die voorbehoudsbepaling van klusule 8 (2) (d) (i):

"Voorts met dien verstande dat die Bestuurskomitee siekegeld kan betaal aan 'n afhanklike of afhanklikes van 'n werknemer wat behandelung, deur die Komitee goedgekeur, vir alkoholisme ondergaan: Voorts met dien verstande dat die Komitee se beslissing in verband met die afhanklike of afhanklikes aan wie betaling gedoen moet word, finaal is."

Hierdie Ooreenkoms is namens die partye op hede die 12de dag van Desember 1974 onderteken.

A. G. EVERINGHAM, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

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) 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;

(4) for the manufacture wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;";

(c) substitute the following for the definition of "Leather Industry" or "Industry":

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

(1) for the manufacture from leather of—

(a) footwear, including all types, but not including bespoke 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, 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 substitutes for any of the aforementioned;

(2) for the tanning, dressing and 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;

(6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags—

(a) wholly or mainly from metal;

(b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is cardboard and/or paper and/or any constituent of paper;

(c) wholly or mainly from plastics other than plastic sheeting material;

(7) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;";

(d) insert the following definition after the definition of "normal week":

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient or organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;".

6. SICK PAY BENEFITS

Clause 8 of the former Agreement is amended as follows:

Add the following proviso to the proviso contained in clause 8 (2) (d) (i):

"Provided further that the Management Committee may pay sick pay to a dependant or dependants of an employee who is undergoing treatment approved by the Committee for alcoholism: Provided further that the Committee's decision regarding the dependant or dependants to whom payment is to be made shall be final."

This Agreement signed on behalf of the parties this 12th day of December 1974.

A. G. EVERINGHAM, Member of the Council.

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

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

No. R. 286 14 Februarie 1975
WET OP FABRIEKE, MASJINERIE EN BOUWERKE,
1941

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verleen hierby, kragtens artikel 54 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, vrystelling van die bepalings van artikel 21A van genoemde Wet ten opsigte van alle werknemers wat op siektelevere dele geregtig is kragtens die Siektebystandsfondsooreenkoms vir die Leernywerheid van Suid-Afrika wat by Goewermentskennisgewing R. 285 van 14 Februarie 1975 gepubliseer is.

S. L. MULLER, Waarnemende Minister van Arbeid.

No. R. 287 14 Februarie 1975
WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—SIEKTEBYSTANDSFONDS EN BYSTANDSFONDS.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 2390 van 29 Desember 1972 en R. 1082, R. 1083 en R. 1086 van 22 Junie 1973 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. L. MULLER, Waarnemende Minister van Arbeid.

No. R. 318 14 Februarie 1975
WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—HERBEKRAGTIGING EN WYSIGING VAN BYSTANDSFONDOSOREENKOMS

Ek, Stefanus Louwrens Muller, Waarnemende 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 op 1 Julie 1978 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 1 (1) (a), 2 en 4, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 4, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms bindend is

No. R. 286 14 February 1975
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

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

I, Stephanus Louwrens Muller, Acting 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. 285 of 14 February 1975.

S. L. MULLER, Acting Minister of Labour.

No. R. 287 14 February 1975
INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA—SICK BENEFIT FUND AND PROVIDENT FUND.—WITHDRAWAL OF GOVERNMENT NOTICES

I, Stephanus Louwrens Muller, Acting Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, withdraw Government Notices R. 2390 of 29 December 1972 and R. 1082, R. 1083 and R. 1086 of 22 June 1973 with effect from the second Monday after the date of publication of this notice.

S. L. MULLER, Acting Minister of Labour.

No. R. 318 14 February 1975
INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—RE-ENACTMENT AND AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Stephanus Louwrens Muller, Acting 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 1 July 1978, 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 1 (1) (a), 2 and 4, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1978, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 4, shall *mutatis mutandis* be binding upon all

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.

S. L. MULLER, Waarnemende Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

BYSTANDSFONDSSOOREENKOMS

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

- (a) Midland and Border Leather Industry Manufacturers' Association
 - (b) Cape Western and North-Western Leather Industries Employers' Association
 - (c) Transvaal Footwear, Tanning and Leather Trades Association
 - (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
 - (e) 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 eenkant, en die
- (h) National Union of Leather Workers
 - (i) 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 Leernywerheid van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Leernywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werkzaam is (uitgesonderd persone wat uitsluitlik herstelwerk doen);

(b) in die Republiek van Suid-Afrika: Met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 5 van hierdie Ooreenkoms, dit net in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Durban en Johannesburg nagekom moet word en dat, in verband met die werksaamhede uiteengesit in paragraaf (7) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 5 van hierdie Ooreenkoms, dit net in die landdrosdistrikte Bellville, Goodwood en Durban nagekom moet word.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms egter van toepassing slegs op dié werknemers vir wie lone in enige ooreenkoms van die Raad voorgeskryf word en vir wie die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1947 van 11 November 1970, soos gewysig by Goewermentskennisgewing R. 2399 van 29 Desember 1972 en verleng by Goewermentskennisgewing R. 1083 van 22 Junie 1973, en verder gewysig by Goewermentskennisgewing R. 1086 van 22 Junie 1973, hierna die "vorige Ooreenkoms" genoem, bindend is.

2. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 1 Julie 1978 eindig of vir sodanige tydperk as wat die Minister bepaal.

3. ALGEMENE BEPALINGS

Klousule 1 (soos gewysig by klousule 5 van hierdie Ooreenkoms), klousule 3 (2), klousule 4 (soos gewysig by klousule 6 van hierdie Ooreenkoms), klousules 6 tot en met 9 van die vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

4. SPESIALE BEPALINGS

Klousule 5 van die vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

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.

S. L. MULLER, Acting Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

PROVIDENT FUND AGREEMENT

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

- (a) Midland and Border Leather Industry Manufacturers' Association
 - (b) Cape Western and North-Western Leather Industries Employers' Association
 - (c) Transvaal Footwear, Tanning and Leather Trades Association
 - (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
 - (e) 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' organisations"), of the one part, and the
- (h) National Union of Leather Workers
 - (i) 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. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, who are engaged or employed therein (other than persons engaged exclusively on repair work);

(b) in the Republic of South Africa: Provided that on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 5 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, The Cape, Goodwood, Durban and Johannesburg and provided further that on the operations set forth in paragraph (7) of the definition of "Industry" or "Leather Industry" in clause 5 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall, however, only apply to those employees for whom wages are prescribed in any agreement of the Council and upon whom the Agreement published under Government Notice R. 1947, dated 11 November 1970, as amended by Government Notice R. 2399, dated 29 December 1972 and extended by Government Notice R. 1083, dated 22 June 1973, and further amended by Government Notice R. 1086, dated 22 June 1973, hereinafter referred to as the "former Agreement" was binding.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation for the period ending 1 July 1978, or such period as may be determined by him.

3. GENERAL PROVISIONS

Clause 1 (as amended by clause 5 of this Agreement), clause 3 (2), clause 4 (as amended by clause 6 of this Agreement), clauses 6 to 9 (inclusive) of the former Agreement shall apply to employers and employees.

4. SPECIAL PROVISIONS

Clause 5 of the former Agreement shall apply to employers and employees.

5. WOORDOMSKRYWING

Klousule 1 van die vorige Ooreenkoms word soos volg gewysig:

(a) Vervang die omskrywing van "afhanklike" deur die volgende:

"'afhanklike', met betrekking tot 'n lid—

(i) die egenote of die egenoot, kinders en stiefkinders en 'n kind of kinders wat wettig aangeneem is;

(ii) die vader, die moeder, broers en susters;

(iii) enige ander persoon wat geheel en al van 'n lid vir

bystand en onderhoud afhanklik is;".

(b) Vervang die omskrywing van "Afdeling Algemene Goedere" deur die volgende:

"Seksie Algemene Goedere" van die Leernywerheid, dié seksie 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) tui, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosasakke", notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander soortgelyke artikels, afgesien van die aard daarvan, maar wat as plaasvervangers vir enige van voornoemde artikels bedoel is;

(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 inkoopsakke 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 kleedstof of 'n kombinasie daarvan;

(4) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene".

(c) Voeg die volgende omskrywing in na die omskrywing van "Seksie Algemene Goedere":

"Handsakseskie" die seksie van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir vroue en/of kinders;".

(d) Vervang die omskrywing van "Leernywerheid" of "Nywerheid" deur die volgende:

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

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

(a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;

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

(c) tui, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as "Xhosasakke", notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelyke artikels, afgesien van die aard daarvan, maar wat as plaasvervangers vir enige van voornoemde artikels bedoel is;

(2) vir die looi, bewerking en blotting 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 van inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;

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

(5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;

(6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere bedoel in paragraaf (1) nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—

(a) geheel en al of hoofsaaklik uit metaal;

(b) uit karton (gerifffeld al dan nie) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan enige bestanddeel karton en/of papier en/of 'n bestanddeel van papier is;

(c) geheel en al of hoofsaaklik uit plastiek, uitgesonderd plastiekbladmateriaal;

5. DEFINITIONS

Clause 1 of the former Agreement is amended as follows:

(a) Substitute the following for the definitions of "dependant": "dependant", in relation to a member means—

(i) the wife or the husband, children and stepchildren and a legally adopted child or children;

(ii) the father, the mother, brothers and sisters;

(iii) any other person wholly dependent upon a member for support and maintenance;".

(b) Substitute the following for the definition of "General Goods Section":

"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) attaché 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 substitutes 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;

(4) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves."

(c) Insert the following definition after the definition of "General Goods Section":

"Handbag Section" means the section of the Industry in which employers and employees are associated for the manufacture of ladies' and/or children's handbags;".

(d) Substitute the following for the definition of "Leather Industry" or "Industry":

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

(1) for the manufacture from leather, of—

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

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

(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 substitutes for any of the aforementioned;

(2) for the tanning, dressing and 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;

(6) for the manufacture of handbags from materials other than leather, in establishments in which leather goods referred to in paragraph (1) are not manufactured, but excluding the manufacture of handbags—

(a) wholly or mainly from metal;

(b) from cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material, a constituent part of which is cardboard and/or paper and/or any constituent of paper;

(c) wholly or mainly from plastics other than plastic sheeting material;

(7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netballe en bokshandskoeie;".
(e) Voeg die volgende omskrywing in na die omskrywing "benoemde persoon":

"plastiek' enigeen van die groep materiale wat uit 'n organiese stof met 'n hoog molekulêre massa bestaan of dit as noodsaklike bestanddeel bevat en wat, hoewel dit in die voltooide toestand 'n vaste stof is, in een of ander stadium tydens die vervaardiging daarvan in verskillende fatsoene gegiet, gekalander, deurgedruk of gevorm is of kan word deur vloeい, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik."

6. BYSTAND

Klousule 4 van die vorige Ooreenkoms word soos volg gewysig:

(a) Vervang die voorbehoudsbepaling van klousule 4 (7) (d) (i) deur die volgende:

"Met dien verstande dat as daar nie 'n persoon benoem is nie, of as die benoemde persoon alreeds oorlede is wanneer die bedrag betaalbaar word, sodanige bedrag na volkome goedvinde van die Bestuurskomitee aan 'n afhanklike of afhanklik bespaar moet word, en dat, indien sodanige betaling gedoen word, dit in orde van voorrang soos hieronder uiteengesit, gedoen moet word:

- (1) Die weduwee of wewenaar, by gebreke waarvan;
- (2) die kinders en stiefkinders of wettig aangenome kinders, in gelyke dele, by gebreke waarvan;
- (3) die vader en moeder, in gelyke dele, of die langlewende van hulle, by gebreke waarvan;
- (4) die broers en susters, in gelyke dele, by gebreke waarvan;
- (5) die persoon wat na die mening van die Bestuurskomitee geheel en al van die lid afhanklik was, of aan die persone wat aldus geheel en al van die lid afhanklik was, in gelyke dele; of by gebreke van sodanige betaling moet die bedrag in die boedel van die afgestorwe lid gestort word: Voorts met dien verstande dat die Bestuurskomitee hoegenaamd nie regstreeks of onregstreeks aanspreeklik is teenoor enige eiser wie se identiteit ten tye wanneer betaling van die bedrag van die bystand gedoen word nie aan die Bestuurskomitee bekend was nie."

(b) Vervang die voorbehoudsbepaling van klousule 4 (7) (d) (ii) deur die volgende:

"Met dien verstande dat as daar nie 'n persoon benoem is nie of as die benoemde persoon alreeds oorlede is wanneer die bedrag betaalbaar word, sodanige bedrag na volkome goedvinde van die Bestuurskomitee, aan 'n afhanklike of afhanklik bespaar moet word en dat, indien sodanige betaling gedoen word, dit in die orde van voorrang soos hieronder uiteengesit, gedoen moet word:

- (1) Die weduwee of wewenaar, by gebreke waarvan;
- (2) die kinders en stiefkinders of wettig aangenome kinders, in gelyke dele, by gebreke waarvan;
- (3) die vader en moeder, in gelyke dele, of die langlewende van hulle, by gebreke waarvan;
- (4) die broers en susters, in gelyke dele, by gebreke waarvan;
- (5) die persoon wat na die mening van die Bestuurskomitee geheel en al van die lid afhanklik was, of aan die persone wat aldus geheel en al afhanklik was, in gelyke dele; of by gebreke van sodanige betaling, moet die bedrag in die boedel van die afgestorwe lid gestort word: Voorts met dien verstande dat die Bestuurskomitee hoegenaamd nie regstreeks of onregstreeks aanspreeklik is teenoor enige eiser wie se identiteit ten tye wanneer betaling van die bedrag van die bystand gedoen word nie aan die Bestuurskomitee bekend was nie."

Hierdie Ooreenkoms is namens die Partye op hede die 12de dag van Desember 1974 onderteken.

A. G. EVERINGHAM, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

No. R. 325

14 Februarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN OOREENKOMS VIR DIE SEKSIE ALGEMENE GOEDERE

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Byleae hiervan verskyn en op die Seksie

(7) for the manufacture, wholly or mainly from leather, of footballs, punchballs, netball balls and boxing gloves;".

(e) Insert the following definition after the definition of "nominee":

"'plastics' means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which will solid in the finished state, at some stage in it manufacture has been or can be forced i.e. cast, calendered, extruded or moulded into various shapes, by flow, usually through the application, singly or together, of heat and pressure."

6. BENEFITS

Clause 4 of the former Agreement is amended as follows:

(a) Substitute the following for the proviso contained in clause 4 (7) (d) (i):

"Provided that in the event of a nominee not having been appointed or in the event of the nominee being dead at the time when payment of the amount is due, such amount shall, in the absolute discretion of the Management Committee be paid to a dependant or dependants and if any such payment is made, it shall be in the undermentioned order of preference:

- (1) The widow or widower, failing which;
- (2) the children and stepchildren or legally adopted children in equal shares, failing which;
- (3) the father and mother in equal shares or to the survivor of them, failing which;
- (4) the brothers and sisters in equal shares, failing which;

(5) the person who in the opinion of the Management Committee was wholly dependent upon the member, or to the persons so wholly dependent in equal shares;

or, failing any such payment, the amount shall be paid into the estate of the deceased member: Provided further that the Management Committee shall not in any way be responsible directly or indirectly to any claimant whose identity was not known to it at the time of payment of the amount of benefit."

(b) Substitute the following for the proviso contained in clause 4 (7) (d) (ii):

"Provided that in the event of a nominee not having been appointed or in the event of the nominee being dead at the time when payment of the amount is due, such amount shall, in the absolute discretion of the Management Committee, be paid to a dependant or dependants and if any such payment is made it shall be in the undermentioned order of preference:

- (1) The widow or widower, failing which;
- (2) the children and stepchildren or legally adopted children in equal shares, failing which;
- (3) the father and mother in equal shares or to the survivor of them, failing which;
- (4) the brothers and sisters in equal shares, failing which;

(5) the person who in the opinion of the Management Committee was wholly dependent upon the member, or to the persons so wholly dependent in equal shares;

or, failing any such payment, the amount shall be paid into the estate of the deceased member: Provided further that the Management Committee shall not in any way be responsible directly or indirectly to any claimant whose identity was not known to it at the time of payment of the amount of the benefit."

This Agreement signed on behalf of the parties this 12th day of December 1974.

A. G. EVERINGHAM, Member of the Council.

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

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

No. R. 325

14 February 1975

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF AGREEMENT FOR THE GENERAL GOODS SECTION

I, Stefanus Louwrens Muller, Acting 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto

Algemene Goedere van die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werkneemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1975 eindig, bindend is vir alle ander werkgewers en werkneemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrekke is by of in diens is in die Seksie Algemene Goedere van gen emde Nywerheid in die gebiede gespesifieer in klousule 1 (2) en (3) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1975 eindig, in die gebiede gespesifieer in klousule 1 (2) en (3) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in die Seksie Algemene Goedere van genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werkneemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. L. MULLER, Waarnemende Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA. — SEKSIE ALGEMENE GOEDERE

OOREENKOMS

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

- (a) Midland and Border Leather Industry Manufacturers' Association
 - (b) Cape Western and North-Western Leather Industries Employers' Association
 - (c) Transvaal Footwear, Tanning and Leather Trades Association
 - (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
 - (e) Southern Cape Leather Industries Association (hierna die "werkgewers" of "werkgewersorganisasies" genoem), aan die een kant, en die
 - (f) National Union of Leather Workers
 - (g) Transvaal Leather and Allied Trades Industrial Union
 - (h) Trunk and Box Workers' Industrial Union (Transvaal) (hierna die "werkneemers" of "vakverenigings" genoem), aan die ander kant,
- wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,
om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1698 van 27 September 1974 te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Seksie Algemene Goedere van die Leernywerheid nagekom word—

(1) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werkneemers wat lede van die vakverenigings is en wat onderskeidelik betrokke is by of werkzaam is in bogenoemde Seksie van die Leernywerheid;

(2) in die Republiek van Suid-Afrika, in verband met die werkzaamhede uiteengesit in paragrafe (1) tot (3) van die omskrywing van "Seksie Algemene Goedere" in klousule 6 van die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing R. 1698 van 27 September 1974;

and which relates to the General Goods Section of 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 30 June 1975, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement, excluding those contained in clause 1 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the General Goods Section of the said Industry in the areas specified in clause 1 (2) and (3) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) and (3) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1975, the provisions of the Amending Agreement, excluding those contained in clause 1 (1), shall *mutatis mutandis* be binding upon all Bantu employed in the General Goods Section of 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.

S. L. MULLER, Acting Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA. — GENERAL GOODS SECTION

AGREEMENT

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

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
- (e) Southern Cape Leather Industries Association (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
- (f) National Union of Leather Workers
- (g) Transvaal Leather and Allied Trades Industrial Union
- (h) 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,
to amend the Agreement published under Government Notice R. 1698, dated 27 September 1974.

1. SCOPE OF APPLICATION

The terms of this Agreement shall be observed in the General Goods Section of the Leather Industry—

(1) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions who are engaged or employed therein;

(2) in the Republic of South Africa, on the operations set forth in paragraphs (1) to (3) of the definition of "General Goods Section" in clause 6 of the Agreement published in the Schedule to Government Notice R. 1698, dated 27 September 1974;

(3) in die landdrosdistrikte Bellville en Goodwood, in verband met die werkzaamhede uiteengesit in paragraaf (4) van die omskrywing van "Seksie Algemene Goedere" in klousule 6 van die Ooreenkoms gepubliseer in die Bylae van Goewernentskennisgewing R. 1698 van 27 September 1974.

2. KLOUSULE 1.—WOORDOMSKRYWING

(1) Voeg die volgende omskrywings in onmiddellik na die omskrywing van "volwassene" in klousule 1 van die vorige Ooreenkoms:

"versterker", met betrekking tot balle, 'n werknemer wat leer versterk deur rugstukke aan te werk;
"bal" 'n sokkerbal, rugbybal, slaanbal of netbalbal;
"balskoonmaker" 'n werknemer wat balle en/of verskillende samestellende dele van balle skoonmaak;
"blokker", met betrekking tot balle, 'n werknemer wat nate met die hand of masjien inhamer of platmaak;".

(2) Voeg die volgende omskrywings in onmiddellik na die omskrywing van "ketelbediener" in klousule 1 van die vorige Ooreenkoms:

"naatwerker graad I", met betrekking tot balle, 'n werknemer wat balle met meer as 18 panele met die hand vasryg;
"naatwerker graad II", met betrekking tot balle, 'n werknemer wat balle met 18 of minder as 18 panele met die hand vasryg;".

(3) Voeg die volgende omskrywing in onmiddellik na die omskrywing van "Raad" in klousule 1 van die vorige Ooreenkoms:

"snyer", met betrekking tot balle, 'n werknemer wat die verskillende samestellende dele van 'n bal met die hand of deur middel van 'n pers sny;".

(4) Voeg die volgende omskrywings in onmiddellik na die omskrywing van "ondervinding" in klousule 1 van die vorige Ooreenkoms:

"afwerker", met betrekking tot balle, 'n werknemer wat—
(a) die regterkant van die bal buitentoe omdraai; en
(b) die bal toemaak deur dit met die hand toe te ryg; en
(c) die tong insit en dit met die hand op die plek vasstik;
"afwerker graad I", met betrekking tot balle, 'n werknemer wat balle met meer as 18 panele afwerk;
"afwerker graad II", met betrekking tot balle, 'n werknemer wat balle met 18 of minder as 18 panele afwerk;".

(5) Voeg die volgende omskrywing in onmiddellik na die omskrywing van "motorvoertuig" in klousule 1 van die vorige Ooreenkoms:

"mondstukmasjienwerker", met betrekking tot balle, 'n werknemer wat mondstukke met rubber vaslym en in posisie plaas voordat dit met die masjien vasgewerk word;".

(6) Voeg die woord "bokshandskoene" in onmiddellik na die woord "gordels" in die omskrywing van "persoonlike goedere" in klousule 1 van die vorige Ooreenkoms.

(7) Voeg die volgende omskrywing in onmiddellik na die omskrywing van "gekwalifiseerde werknemer" in klousule 1 van die vorige Ooreenkoms:

"regsnyer", met betrekking tot balle, 'n werknemer wat die dele van 'n bal nadat huile gerek is met die hand of masjien regsgny tot hul suiwere fatsoen, en wat vetergate in panele pons;".

(8) Voeg die volgende omskrywing in onmiddellik na die omskrywing van "pakhuismann en/of magasynmeester" in klousule 1 van die vorige Ooreenkoms:

"rekker", met betrekking tot balle, 'n werknemer wat die samestellende dele van 'n bal rek nadat hulle deur die snyer uitgesny is;".

3. AANHANGSEL C

(1) Voeg die woorde "en/of bokshandskoene opstop en/of veter volgens lengte sny" in aan die einde van klousule (1) F (x) van Aanhangsel C.

(2) In klousule (1) H van Aanhangsel C, vervang die uitdrukking "paragraaf A" deur die uitdrukking "paragrawe A en I".

(3) in the Magisterial Districts of Bellville and Goodwood, on the operations set forth in paragraph (4) of the definition of "General Goods Section" in clause 6 of the Agreement published in the Schedule to Government Notice R. 1698, dated 27 September 1974.

2. CLAUSE 1.—DEFINITIONS

(1) Insert the following definitions immediately after the definition of "adult" where it appears in clause 1 of the former Agreement:

"backer", in relation to balls, means an employee who reinforces leather by applying backing;
"ball" means a soccer ball, a rugby ball, a punchball or a netball ball;

"ball cleaner" means an employee who cleans balls and/or various component parts of a ball;
"blocker", in relation to balls, means an employee who hammers down or flattens seams by hand or machine;".

(2) Insert the following definitions immediately after the definition of "boiler attendant" where it appears in clause 1 of the former Agreement:

"boxer, Grade I", in relation to balls, means an employee who handlaces balls of more than 18 panels;

"boxer, Grade II", in relation to balls, means an employee who handlaces balls of 18 panels or less;".

(3) Insert the following definition immediately after the definition of "Council" where it appears in clause 1 of the former Agreement:

"cutter", in relation to balls, means an employee who cuts the various component parts of a ball by hand or by means of a press;".

(4) Insert the following definitions immediately after the definition of "experience" where it appears in clause 1 of the former Agreement:

"finisher", in relation to balls, means an employee who—
(a) turns the ball right-side out; and
(b) closes the ball by handstitching it; and
(c) inserts the tongue and handstitches it into position;
"finisher, Grade I", in relation to balls, means an employee who finishes balls of more than 18 panels;

"finisher, Grade II", in relation to balls, means an employee who finishes balls of 18 panels or less;".

(5) Insert the following definition immediately after the definition of "motor vehicle" where it appears in clause 1 of the former Agreement:

"mouthpiece positioner", in relation to balls, means an employee who solutions and positions mouthpieces before machining;".

(6) Insert the words "boxing gloves" immediately after the word "belts" where it appears in the definition of "personal goods" in clause 1 of the former Agreement.

(7) Insert the following definition immediately after the definition of "qualified employee" where it appears in clause 1 of the former Agreement:

"recutter", in relation to balls, means an employee who, by hand or machine cuts the parts of a ball to true shape after the parts have been stretched and who punches lace holes in panels;".

(8) Insert the following definition immediately after the definition of "storeman and/or warehouseman" where it appears in clause 1 of the former Agreement:

"stretcher", in relation to balls, means an employee who stretches the component parts of a ball after they have been cut out by a cutter;".

3. ANNEXURE C

(1) Add the words "and/or stuffing boxing gloves and/or cutting laces to length" at the end of clause (1) F (x) of Annexure C.

(2) In clause (1) H of Annexure C, substitute the expression "paragraphs A and I" for the expression "paragraph A",

(3) In klosule (1) van Aanhange C, voeg die volgende sub-klosules in na subklosule H:

"I. Onderstaande lone moet betaal word aan gekwalifiseerde werknemers wat in die landdrosdistrikte Bellville en Goodwood balle vervaardig:

| | Kolom A Per week | Kolom B Per week |
|---|---------------------------|---------------------------|
| | R | R |
| (i) Voorman..... | 40,00 | 44,00 |
| (ii) Snyer..... | 28,00 | 30,80 |
| (iii) Paneelmasjienwerker..... | 25,00 | 27,50 |
| (iv) Afwerker graad I..... | 19,50 | 21,45 |
| (v) Afwerker graad II..... | 17,50 | 19,25 |
| (vi) Mondstukmasjienwerker..... | 18,00 | 19,80 |
| (vii) Naatwerker graad I..... | 17,50 | 19,25 |
| (viii) Naatwerker graad II..... | 16,50 | 18,15 |
| (ix) Werknemers wat regsnjewer verrig en/of vetergate pons en/of werknemmers en name stempel en/of rekwerk verrig en/of rugstukke aanwerk en/of balle skoonmaak en/of toedraai en/of verpak en/of riempies maak en/of kleeflak aanwend en/of blase opblaas en/of blase insit en/of vaslym en/of blok en/of mondstukke in posisie aanbring en/of veter volgens lengte sny..... | 15,50 | 17,05 |

J. Onderstaande lone moet betaal word aan leerlinge, uitgesondert voormanne, wat die werkzaamhede verrig wat in paragraaf I vermeld word:

| | | |
|--|-------|---------|
| Gedurende die eerste ses maande ondervinding | 10,00 | 11,00 |
| Gedurende die tweede ses maande ondervinding | 11,50 | 12,65 |
| Gedurende die derde ses maande ondervinding | 12,50 | 13,75 |
| Gedurende die vierde ses maande ondervinding | 13,50 | 14,85 |
| Gedurende die vyfde ses maande ondervinding | 15,50 | 17,05". |

Hierdie Ooreenkoms is namens die partye op hede die 12de dag van Desember 1974 onderteken.

M. PORTER, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

No. R. 320

14 Februarie 1975

WET OP NYWERHEIDSVERSOENING, 1956
LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN AANVULLENDE SIEKTEBYSTANDSFONDSCOREENKOMS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) 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 kennismassing en vir die tydperk wat op 5 Maart 1977 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangeegaan 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 die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennismassing en vir die tydperk wat op 5 Maart 1977 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennismassing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika.

S. L. MULLER, Waarnemende Minister van Arbeid.

(3) In clause (1) of Annexure C, insert the following sub-clauses after subclause H:

"I. The following wage rates shall be paid to qualified employees engaged in the manufacture of balls in the Magisterial Districts of Bellville and Goodwood:

| | Column A Per week | Column B Per week |
|--|----------------------------|----------------------------|
| | R | R |
| (i) Foreman..... | 40,00 | 44,00 |
| (ii) Cutter..... | 28,00 | 30,80 |
| (iii) Panel machinist..... | 25,00 | 27,50 |
| (iv) Finisher, Grade I..... | 19,50 | 21,45 |
| (v) Finisher, Grade II..... | 17,50 | 19,25 |
| (vi) Mouthpiece machinist..... | 18,00 | 19,80 |
| (vii) Boxer, Grade I..... | 17,50 | 19,25 |
| (viii) Boxer, Grade II..... | 16,50 | 18,15 |
| (ix) Employees engaged on recutting and/or punching lace holes and/or stamping job numbers and names and/or stretching and/or backing and/or ball cleaning and/or wrapping and/or packing and/or thread making and/or applying fixative lacquers and/or inflating bladders and/or inserting bladders and/or solutioning and/or blocking and/or positioning mouthpieces and/or cutting laces to length..... | 15,50 | 17,05 |

J. The following wage rates shall be paid to learners, other than foreman, engaged on the operations referred to in paragraph I:

| | | |
|---|-------|---------|
| During the first six months of experience..... | 10,00 | 11,00 |
| During the second six months of experience..... | 11,50 | 12,65 |
| During the third six months of experience..... | 12,50 | 13,75 |
| During the fourth six months of experience..... | 13,50 | 14,85 |
| During the fifth six months of experience..... | 15,50 | 17,05". |

This Agreement signed on behalf of the Parties this 12th day of December 1974.

M. PORTER, Member of the Council.

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

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

No. R. 320

14 February 1975

INDUSTRIAL CONCILIATION ACT, 1956

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

I, Stefanus Louwrens Muller, Acting 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 (hereinafter referred to as the Amending 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 5 March 1977, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 5 March 1977, 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.

S. L. MULLER, Acting Minister of Labour.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA
AANVULLENDE SIEKTEBYSTANDSFONDS-
OOREENKOMS

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

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
- (e) 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 Leather Workers
- (i) Transvaal Leather and Allied Trades' Industrial Union
- (j) Trunk and Box Workers' Industrial Union (Transvaal)

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

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

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 236 van 25 Februarie 1972 soos volg te wysig:

1. Skrap klousule 8 (5) en (6).
2. In klousule 9, voeg die volgende subklousule in na subklousule (1):

"(2) Wanneer 'n lid met verlof met volle besoldiging of besoldiging minder as volle besoldiging is, moet sy bydraes voortgesit word."

3. Vervang klousule 10 (1) deur die volgende:

"(1) Behoudens die reëls van die Fonds, is 'n lid op die volgende bystand uit die Fonds geregig:

(a) *Tandheelkundig*.—(i) Sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van 'n volledige kunsgebit is;

(ii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van 'n onvolledige kunsgebit is;

(iii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van stopsels en/of herstelwerk aan 'n kunsgebit, maar uitgesonderd goue tande, goue stopsels en gleuwe, is;

(iv) 100 persent van die koste van tandetrek, met 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 subparagraphe (i), (ii) en (iii) gemeld, by hoogstens een geleenthed gedurende elke tydkring van 18 maande, bereken vanaf die datum waarop elke lid se lidmaatskap begin het.

(b) *Oogkundig*.—(i) Sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van 'n bril is;

(ii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van herstelwerk aan 'n raam is;

(iii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent is van die koste om lense en/of 'n raam te vervang;

(iv) 100 persent van 'n spesialis se gelde ten opsigte van die toets van oë en refraksie, op voorwaarde dat die lid deur 'n oogkundige of mediese praktisyn na die spesialis verwys word:

Met dien verstande dat die Fonds se aanspreeklikheid ten opsigte van elke lid beperk is tot die verskaffing van die bystand in subparagraphe (i), (ii) en (iii) gemeld, by hoogstens een geleenthed gedurende elke tydkring van 18 maande, bereken vanaf die datum waarop elke lid se lidmaatskap begin het: Voorts met dien verstande dat die Fonds nie vir die koste van enige brilraam behalwe 'n standaardraam aanspreeklik is nie.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA

SUPPLEMENTARY SICK BENEFIT FUND
AGREEMENT

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

- (a) Midland and Border Leather Industry Manufacturers' Association
- (b) Cape Western and North-Western Leather Industries Employers' Association
- (c) Transvaal Footwear, Tanning and Leather Trades Association
- (d) Natal Footwear, Tanning and General Leather Manufacturers' Association
- (e) 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' organisations"), of the one part, and the

- (h) National Union of Leather Workers
- (i) 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,

to amend the Agreement published under Government Notice R. 236 dated 25 February 1972, as follows:

1. Delete clause 8 (5) and (6).

2. In clause 9, insert the following subclause after subclause (1):

"(2) When a member is on leave on full pay or pay less than full pay, his contributions shall be continued."

3. Substitute the following for clause 10 (1):

"(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) Such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the costs of a complete set of dentures;

(ii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of partials;

(iii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of fillings and/or repairs to dentures but excluding gold teeth, gold fillings and slits;

(iv) 100 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 18 months, calculated from the date of commencement of membership of each member.

(b) *Optical*.—(i) Such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of a pair of spectacles;

(ii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of repairs of frame;

(iii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of replacing lenses and/or frame;

(iv) 100 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 or medical practitioner:

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 18 months calculated from the date of commencement of membership of each member: Provided further that the Fund shall not be liable for the cost of any spectacle frame other than a standard frame,

(c) Sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent is van daardie gedeelte van die koste van hospitalisasie, behandeling deur spesialiste en operasies wat nie deur die Siektebystandsfonds vir die Leerwywerheid, waarvan in klousule 5 (a) melding gemaak word, betaal word nie: Met dien verstande dat die bedrag aldus betaal, hoogstens R50 mag wees vir 'n enkele siekte of ongesiktheid: Voorts met dien verstande dat die uitdrukking 'siekte' of 'ongeskiktheid' vir die toepassing van hierdie klousule nie bevallings insluit nie."

Hierdie Ooreenkoms is namens die party op hede die 12de dag van Desember 1974 onderteken.

A. G. EVERINGHAM, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

No. R. 321

14 Februarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—SKOEISELAFDELING—WYSIGING VAN TEGNOLOGIESE FONDSOOREENKOMS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Skoeiselafdeling van die Leerwywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Maart 1977 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms met met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Maart 1977 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; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Maart 1977 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enig een van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. L. MULLER, Waarnemende Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.—SKOEISELAFDELING TEGNOLOGIESE FONDSOOREENKOMS

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

(a) Midland and Border Leather Industry Manufacturers' Association

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

(c) Transvaal Footwear, Tanning and Leather Trades Association

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

(e) Southern Cape Leather Industries Association

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

(c) Such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 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 R50 in respect of any one illness or incapacity: Provided further that, for the purposes of this clause, the term 'illness' or 'incapacity' shall not include confinements."

This Agreement signed on behalf of the parties on this 12th day of December 1974.

A. G. EVERINGHAM, Member of the Council.

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

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

No. R. 321

14 February 1975

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—FOOTWEAR SECTION—AMENDMENT OF TECHNOLOGICAL FUND AGREEMENT

I, Stefanus Louwrens Muller, Acting 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Footwear Section of 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 5 March 1977 upon the employers' organisation and the trade unions which entered into the Amending 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 Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 5 March 1977, 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 5 March 1977, the provisions of the Amending Agreement 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.

S. L. MULLER, Acting Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.—FOOTWEAR SECTION TECHNOLOGICAL FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1966, made and entered into between the

(a) Midland and Border Leather Industry Manufacturers' Association

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

(c) Transvaal Footwear, Tanning and Leather Trades Association

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

(e) Southern Cape Leather Industries Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

(f) National Union of Leather Workers
 (g) Transvaal Leather and Allied Trades' Industrial Union
 (hierna die "werknekmers" of die "vakverenigings" genoem); aan
 die ander kant,
 wat die partye is by die Nasionale Nywerheidsraad vir die
 Leerywerheid van Suid-Afrika,
 om die Ooreenkoms gepubliseer by Goewermentskennisgewing
 R. 239 van 25 Februarie 1972, soos gewysig by Goewerments-
 kennisgewing R. 1661 van 14 September 1973, soos volg te
 wysig:

**KLOUSULE 4.—TEGNOLOGIEFONDS VAN DIE
 SKOEISELNYWERHEID**

In subklausule (3), vervang die syfer "13" deur die syfer "14".
 Hierdie Ooreenkoms is namens die partye op hede die 12de
 dag van Desember 1974 onderteken.

A. G. EVERINGHAM, Lid van die Raad.
 F. J. J. JORDAAN, Lid van die Raad.
 A. S. YOUNG, Hoofsekretaris van die Raad.

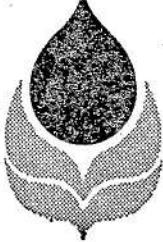
(f) National Union of Leather Workers
 (g) Transvaal Leather and Allied Trades' Industrial Union
 (hereinafter referred to as the "employees" or the "trade unions"),
 of the other part,
 being parties to the National Industrial Council of the Leather
 Industry of South Africa,
 to amend the Agreement published under Government Notice
 R. 239, dated 25 February 1972, as amended by Government
 Notice R. 1661, dated 14 September 1973, as follows:

**CLAUSE 4.—FOOTWEAR INDUSTRY TECHNOLOGICAL
 FUND**

In subclause (3), substitute the figure "14" for the figure "13".
 This Agreement signed on behalf of the parties this 12th day
 of December 1974.

A. G. EVERINGHAM, Member of the Council.
 F. J. J. JORDAAN, Member of the Council.
 A. S. YOUNG, General Secretary of the Council.

Werk mooi daarmee.

Ons leef  daarvan

Use it.

Don't abuse  it.
 water is for everybody

THE ONDERSTEPOORT JOURNAL OF VETERINARY RESEARCH

Die "Onderstepoort Journal of Veterinary Research" word deur die Staatsdrukker, Pretoria, gedruk en is verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Departement van Landbou-tegniese Dienste, Privaatsak X144, Pretoria, 0001, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Hierdie publikasie is 'n voortsetting van die "Reports of the Government Veterinary Bacteriologist of the Transvaal" wat terugdateer tot 1903 en waarvan 18 verskyn het tot 1932. Dit is gevvolg deur 40 volumes van die "Onderstepoort Journal". Tans bestaan elke volume uit vier nommers wat teen R1,35 (oorsee posgeld 10 sent ekstra) per nommer van bovenoemde adres verkrybaar is.

Direkteure van laboratoriums ens. wat begerig is om publikasies om te ruil moet in verbinding tree met die Direkteur, Navorsings-instituut vir Veearsenykunde, P.O. Onderstepoort, 0110, Republiek van Suid-Afrika.

THE ONDERSTEPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Department of Agricultural Technical Services, Private Bag X144, Pretoria, 0001, to whom all communications should be addressed.

This publication is a continuation of the Reports of the Government Veterinary Bacteriologist of the Transvaal which date back to 1903 and of which 18 have appeared up to 1932. These were followed by 40 volumes of the Onderstepoort Journal. At present each volume comprises four numbers which are obtainable at R1,35 (overseas postage 10c extra) per number from the above address.

Directors of laboratories etc. desiring to exchange publications are invited to communicate with the Director, Veterinary Research Institute, P.O. Onderstepoort, 0110, Republic of South Africa.

MEMOIRS VAN DIE BOTANIESE OPNAME VAN SUID-AFRIKA

Die memoirs is individuele verhandelings, gewoonlik ekologies van aard, maar soms handel dit oor taksonomiese of ekonomiese-plantkundige onderwerpe. Negeen-dertig nommers is reeds gepubliseer waarvan sommige uit druk is.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Die Afrikaanse Woordeboek

DELE I, II, III, IV en V

Deel een, twee, drie, vier en vyf van die Afrikaanse Woerdeboek bevattende die letters A,B,C; D,E,F; G; H,I; en J,K; respektiewelik, is van die Staatsdrukker, Pretoria en Kaapstad teen die volgende prys verkrybaar:

| | Gewone Linneband. | Leerband. |
|---------------|-------------------|-----------|
| Deel I..... | R7,00 | R19,00 |
| Deel II..... | R7,00 | R11,50 |
| Deel III..... | R6,00 | R27,00 |
| Deel IV..... | R8,50 | R28,00 |
| Deel V..... | R11,40 | R19,05 |

VOLUMES I, II, III, IV and V

Copies of the First, Second, Third, Fourth and Fifth Volumes of "Die Afrikaanse Woerdeboek" containing the letters A,B,C; D,E,F; G; H,I; and J,K; respectively, are obtainable from the Government Printer, Pretoria and Cape Town at the following prices:

| | Linen Bound. | Leather Bound. |
|-----------------|--------------|----------------|
| Volume I..... | R7,00 | R19,00 |
| Volume II..... | R7,00 | R11,50 |
| Volume III..... | R6,00 | R27,00 |
| Volume IV..... | R8,50 | R28,00 |
| Volume V..... | R11,40 | R19,05 |

INHOUD

| <i>No.</i> | <i>Bladsy</i> |
|--|---------------|
| Arbeid, Departement van Goewermentskennisgewings | |
| R. 285. Leernywerheid, Republiek van Suid-Afrika: Herbekragting en wysiging van Siektebystandsfondsooreenkoms | 1 |
| R. 286. Wet op Fabriekse, Masjinerie en Bouwerke, 1941: Leernywerheid, Republiek van Suid-Afrika: Vrystelling van siekterlof-bepalings | 4 |
| R. 287. Leernywerheid, Republiek van Suid-Afrika: Siektebystandsfonds en Bystandsfonds: Intrekking van Goewermentskennisgewings | 4 |
| R. 318. Leernywerheid, Republiek van Suid-Afrika: Herbekragting en wysiging van Bystandsfondsooreenkoms | 4 |
| R. 320. Leernywerheid, Republiek van Suid-Afrika: Wysiging van Aanvullende Siektebystandsfondsooreenkoms ... | 10 |
| R. 321. Leernywerheid, Republiek van Suid-Afrika: Skoieselafdeling: Wysiging van Tegnologiese Fondsooreenkoms ... | 12 |
| R. 325. Leernywerheid, Republiek van Suid-Afrika: Wysiging van Ooreenkoms vir die Seksie Algemene Goedere ... | 7 |

CONTENTS

| <i>No.</i> | <i>Page</i> |
|--|-------------|
| Labour, Department of Government Notices | |
| R. 285. Leather Industry, Republic of South Africa: Re-enactment and amendment of Sick Benefit Agreement | 1 |
| R. 286. Factories, Machinery and Building Work Act, 1941: Leather Industry, Republic of South Africa: Exemption from sick leave provisions ... | 4 |
| R. 287. Leather Industry, Republic of South Africa: Sick Benefit Fund and Provident Fund: Withdrawal of Government notices | 4 |
| R. 318. Leather Industry, Republic of South Africa: Re-enactment and amendment of Provident Fund Agreement ... | 4 |
| R. 320. Leather Industry, Republic of South Africa: Amendment of Supplementary Sick Fund Agreement ... | 10 |
| R. 321. Leather Industry, Republic of South Africa: Footwear Section: Amendment of Technological Fund Agreement ... | 12 |
| R. 325. Leather Industry, Republic of South Africa: Amendment of Agreement for the General Goods Section ... | 7 |

Gedruk deur en verkrygbaar by Die Staatsdrukker,
Bosmanstraat, Privaatsak X85, Pretoria, 0001

Printed by and obtainable from The Government Printer,
Bosman Street, Private Bag X85, Pretoria, 0001