



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1537

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—VOORSORGFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verlaar 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 (1) en 5, 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 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 1 (1) (a), 2 (1) en 5, 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 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.

P. BOTHA, Minister van Arbeid.

51372—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1537

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, 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 (1) and 5, 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 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 1 July 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 (1) and (5), 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. P. BOTHA, Minister of Labour.

5703—1

BYLAE

VOORSORGFONDS VAN DIE NASIONALE NYWERHEIDS-
RAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

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

(hierna die "werkgever" of die "werkgeversorganisasies" genoem), aan die een kant, en die

- (h) National Union of Leather Workers;
- (i) The Transvaal Leather and Allied Trades Industrial Union;
- en
- (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 werkgevers wat lede van die werkgeversorganisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam 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 3 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 3 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.

2. DATUM VAN INWERKINGTREDDING EN
GELDIGHEIDSDUUR

(1) Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 1 Julie 1978 eindig of vir dié tydperk wat hy mag bepaal.

(2) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en ingeval geen daaropvolgende ooreenoms met die doel om die Fonds in werking te hou, binne 12 maande na die vervaldatum van hierdie Ooreenkoms of 'n verlenging daarvan, aangegaan word nie, of as die Bestuurskomitee gedurende die termyn van hierdie Ooreenkoms in gebreke bly om die Fonds te administreer, moet die Fonds deur die firma Syfret's Trust and Executor (Eastern Cape) Limited kragtens klousule 7 geadministreer word, of indien dié maatskappy nie in staat is nie of onwillig is om die Fonds te administreer, deur enige ander trustee of trustees wat deur die Nywerheidsregistrator aangestel is, en ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van twee jaar vanaf die datum waarop hierdie Ooreenkoms verstryk of 'n verlenging daarvan, aangegaan word nie, moet die Fonds gelikwedeer word deur die firma Syfret's Trust and Executor (Eastern Cape) Limited of deur enige ander trustee of trustees deur genoemde Registrator aangestel, asof die betrokke werknemers die Nywerheid verlaat het, behalwe dat die trustee(s) periodiek bystand moet uitbetaal totdat die bedrae in hul krediet alles uitbetaal is.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings van dié wet, en tensy die

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) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) The Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation;
- (g) The 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) The Transvaal Leather and Allied Trades Industrial Union;
- and
- (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 3 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, The Cape, Goodwood, Durban and Johannesburg. Provided further that on the operations set forth in paragraph (7) of the definition of "Industry" or "Leather Industry" in clause 3 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.

2. DATE AND PERIOD OF OPERATION

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

(2) Upon the expiry of this Agreement or any extension thereof and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund with 12 months from the expiry of this Agreement or any extension thereof, or in the event of the failure of the Management Committee to administer the Fund during the currency of this Agreement, the Fund shall be administered by the firm Syfret's Trust and Executor (Eastern Cape) Limited in terms of clause 7 or that Company is unable or unwilling to administer the Fund, any other trustee or trustees appointed by the Industrial Registrar and in the event of a subsequent Agreement not being negotiated within a period of two years from the expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the firm Syfret's Trust and Executor (Eastern Cape) Limited or any other trustee or trustees appointed by the said Registrar though the employees in question had left the Industry except that periodical payments of benefit shall be continued by the trustee(s) until the amounts to their credit are exhausted.

3. 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 amendment.

benoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

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

“afhanklike”, met betrekking tot ’n lid—

(i) die eggenote of die eggenoot, 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;

“Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;

“ondervinding” die totale tydperk of tydperke in diens, hetsy voor of na die datum van inwerkingtreding van hierdie Ooreenkoms, wat ’n werknemer in die Nywerheid het in werksaamede wat onder die regsbevoegdheid van die Raad val, met begrip van die jaarlikse verlof waarvoor daar in ’n loon-ooreenkoms van die Raad voorsiening gemaak word en die ewone tydperk van verlof vir opleiding in die Verdedigingsmag, maar uitgesonderd ’n tydperk of tydperke van meer as drie opeenvolgende weke waarin ’n werknemer van sy werk afwesig weens ’n rede wat nie aan die werkgever toe te skryf is nie; “Skoeiselseksie” van die Leernywerheid, die seksie van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

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

“Fonds” die Voorsorgfonds ingestel kragtens die Ooreenkoms publiseer by Goewermentskennisgewing 872 van 18 April 1946 wat by hierdie Ooreenkoms voortgesit word;

“Fondsweek” ’n week bereken vanaf middernag tussen Vrydag Saterdag tot middernag tussen die daaropvolgende Vrydag Saterdag;

“Seksie Algemene Goedere” van die Leernywerheid, die seksie in die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

(a) dokumentasse, tasse en alle ander houters ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;

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

(2) 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 inkoop-sakke, hoofsaaklik van papier gemaak, insluit nie;

(3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, kledstof, seil of ’n kombinasie daarvan gemaak;

(4) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netbalballe en bokshandskoene; “Handsakseksie” daardie seksie van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir dames en/of kinders;

“Nywerheid” of “Leernywerheid” die Nywerheid waarin werk-gewers en werknemers met mekaar geassosieer is—

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

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

(b) dokumentasse, tasse en alle ander houters ontwerp om persoonlike besittings, sportuitrusting, gereedskap en uitrusting te hou;

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

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

ments of such Act and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“Council” means 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;

“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;

“Executive Committee” means the Executive Committee of the Council appointed in terms of its Constitution;

“experience” means the total period or periods of employment whether prior or subsequent to the date this Agreement comes into operation which an employee has had in the Industry on operations within the jurisdiction of the Council, including the annual leave provided for in any wage agreement of the Council and the normal period of defence force training leave, but excluding any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

“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;

“Fund” means the Provident Fund established in terms of the Agreement published under Government Notice 872 of 18 April 1946 and continued by this Agreement;

“Fund week” means a week calculated from midnight between Friday and Saturday to midnight the next succeeding Friday and Saturday;

“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;

“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;

“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 equipment;

(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 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 inkoop sakke, hoofsaaklik uit papier gemaak, insluit nie;

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

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

(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 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 plastiekblad materiaal;

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

"Bestuurskomitee" die komitee wat aangestel is om die Fonds ooreenkomstig die klousule 4 van hierdie Ooreenkoms te administreer;

"lid van die Fonds" iemand wat as werknemer kragtens hierdie Ooreenkoms tot die Fonds bydra of bygedra het;

"benoemde persoon" 'n afhanklike deur 'n lid benoem, aan wie alle voordele wat aan sodanige lid by sy dood verskuldig is, betaal moet word;

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

"aftree-ouderdom" die ouderdom van 60 jaar in die geval van manlike lede en 55 jaar in die geval van vroulike lede;

"Sekretaris" die Hoofsekretaris van die Raad, en dit omvat ook enige beaamte wat aangestel is om die Sekretaris te help;

"diens" indiensneming of diens in 'n beroep wat die werknemer daarop geregtig maak of sou gemaak het om tot die Fonds by te dra;

"Looiseksie" van die Leernywerheid die seksie van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die looi, bewerking en/of bloting van huide en velle;

"loon" die basiese weekloon (uitgesonderd besoldiging vir oortydwerk of 'n aanvullende loon) soos in 'n loonreëlende maatregel in die Nywerheid voorgeskryf of die gewone weeklikse besoldiging (uitgesonderd besoldiging vir oortydwerk of 'n aanvullende loon) wat deur 'n werknemer ontvang word, naamlik die grootste bedrag.

4. VOORSORGFONDS

(1) (a) Die Voorsorgfonds wat oorspronklik kragtens die Ooreenkoms gepubliseer by Goewermmentskennisgewing 872 van 18 April 1946 ingestel is, word hierby voortgesit.

(b) Die Fonds bestaan uit—

(i) die geld in sy krediet op die datum van inwerkingtreding van hierdie Ooreenkoms;

(ii) bydraes wat kragtens hierdie Ooreenkoms in die Fonds gestort word;

(iii) rente verkry uit die belegging van geld van die Fonds;

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

(2) Die Fonds word beheer deur 'n Bestuurskomitee deur die Raad aangestel en bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die vakverenigings. 'n Plaasvervanger moet vir elke verteenwoordiger aangestel word. Die Bestuurskomitee kies 'n Voorsitter en Ondervoorsitter uit sy geledere en skryf sy eie prosedureëls voor.

Indien die Bestuurskomitee om enige rede nie in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee dié pligte uitvoer en sy bevoegdhede uitoefen.

(3) Die Bestuurskomitee het die bevoegdheid om reëls wat die administrasie van die Fonds beheer, op te stel, te wysig en te verander, en kan, op advies van 'n aktuaris, by die Raad aanbeveel dat hy die bydraes kragtens subklousule (6) van hierdie klousule aan die Fonds betaalbaar, deur 'n ooreenkoms ingevolge die Wet wysig.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om geld wat oorbly nadat algemene verpligtings nagekom is, te belê soos in klousule 4 (8) (b) vermeld. Die Bestuurskomitee het ook die bevoegdheid om 'n openbare rekenmeester as ouditeur, 'n aktuaris, 'n sekretaris en personeellede volgens die bepalinge en voorwaardes wat hy geskik ag, aan te stel en om sodanige aanstellings te verander.

(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, netballs balls and boxing gloves;

"Management Committee" means the Committee appointed to administer the Fund in accordance with the provisions of clause 4 of this Agreement;

"member of the Fund" means any person who contributes or has contributed to the Fund as an employee in terms of the Agreement;

"nominee" means any dependant appointed by a member to whom any benefits accruing to such member at the time of his death shall be paid;

"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 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;

"retiral age" or "retiring age" means the age of 60 years in the case of male members and 55 years in the case of female members;

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

"service" means employment in an occupation which entitles or would have entitled an employee to contribute to the Fund;

"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;

"wage" shall mean the basic weekly wage (excluding overtime or any supplementary wage) prescribed in any wage regulatory instrument in the Industry or the ordinary weekly remuneration (excluding overtime or any supplementary wage) received by an employee, whichever is the greater.

4. PROVIDENT FUND

(1) (a) There is hereby continued the Provident Fund originally established in terms of the Agreement published under Government Notice 872, dated 18 April 1946.

(b) The Fund shall consist of—

(i) the moneys standing to its credit on the date of coming into operation of this Agreement;

(ii) contributions paid into the Fund in accordance with the Agreement;

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

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

(2) The Fund shall be under the control of a Management Committee appointed by the Council consisting of three representatives of the employers and three representatives of the trade unions.

An alternate shall be appointed in respect of each representative. The Management Committee shall elect a Chairman and Vice-Chairman from amongst its members, and shall prescribe its own rules of procedure. Should the Management Committee be unable to perform its duties for any reason, the Executive Committee shall perform those duties and exercise its powers.

(3) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund and may, on the advice of an actuary recommend to the Council that it alter the contributions payable to the Fund under clause (6) of this clause by way of an agreement in terms of the Act.

(4) The Management Committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (8) (b). The Management Committee shall have the power to appoint a Public Accountant as auditor, an actuary, a secretary and staff on such terms and conditions as it thinks fit and to vary such appointments.

(5) Die Bestuurskomitee kan plaaslike verteenwoordigers of plaaslike komitees aanstel om by die administrasie van die Fonds behulpzaam te wees. Plaaslike komitees moet om die helfte uit verteenwoordigers van die werkgewers en werknemers bestaan, en die Bestuurskomitee moet die omvang van hul bevoegdhede en pligte vasstel.

Bydraes

(6) (a) Behoudens subparagraaf (i) van hierdie subklousule en subklousule (12), moet werknemers vir wie lone in enige ooreenkomste van die Raad voorgeskryf is, en wat altesaam minstens twee jaar ondervinding in die Nywerheid opgedoen het, lid van die Fonds word en op die volgende grondslag bydra:

(i) Skoeiselseksie:

(aa) Werknemers vir wie lone in Aanhangsel C van Deel I en klousule 1 van Aanhangsel A van Deel II van die Hoof-ooreenkomste, gepubliseer by Goewermentskennisgewing R. 1099 van 17 Junie 1977, voorgeskryf word:

Groep 1.—Werknemers wie se loon minder as R17,64 per week is, moet 30c per week bydra.

Groep 2.—Werknemers wie se loon minstens R17,64 maar minder as R21,81 per week is, moet 40c per week bydra.

Groep 3.—Werknemers wie se loon minstens R21,81 maar minder as R29,03 per week is, moet 50c per week bydra.

Groep 4.—Werknemers wie se loon minstens R29,03 maar minder as R32,83 per week is, moet 60c per week bydra.

Groep 5.—Werknemers wie se loon minstens R32,83 per week is, moet 70c per week bydra.

(ab) Werknemers in die Skoeiselseksie, uitgesonderd dié in paragraaf (aa) hierbo gespesifiseer:

Groep 1.—Werknemers wie se loon minder as R17,64 per week is, moet 30c per week bydra.

Groep 2.—Werknemers wie se loon minstens R17,64 maar minder as R22,32 per week is, moet 40c per week bydra.

Groep 3.—Werknemers wie se loon minstens R22,32 maar minder as R28,09 per week is, moet 50c per week bydra.

Groep 4.—Werknemers wie se loon minstens R28,09 maar minder as R32,09 per week is, moet 60c per week bydra.

Groep 5.—Werknemers wie se loon minstens R32,09 per week is, moet 70c per week bydra.

(ii) Seksie Algemene Goedere:

Groep 1.—Werknemers wie se loon minder as R16,96 per week is, moet 30c per week bydra.

Groep 2.—Werknemers wie se loon minstens R16,96 maar minder as R20,71 per week is, moet 40c per week bydra.

Groep 3.—Werknemers wie se loon minstens R20,71 maar minder as R26,35 per week is, moet 50c per week bydra.

Groep 4.—Werknemers wie se loon minstens R26,35 maar minder as R31,36 per week is, moet 60c per week bydra.

Groep 5.—Werknemers wie se loon minstens R31,36 per week is, moet 70c per week bydra.

(iii) Handsakseksie:

Groep 1.—Werknemers wie se loon minder as R15,05 per week is, moet 30c per week bydra.

Groep 2.—Werknemers wie se loon minstens R15,05 maar minder as R20,07 per week is, moet 40c per week bydra.

Groep 3.—Werknemers wie se loon minstens R20,07 maar minder as R30,11 per week is, moet 50c per week bydra.

Groep 4.—Werknemers wie se loon minstens R30,11 maar minder as R36,45 per week is, moet 60c per week bydra.

Groep 5.—Werknemers wie se loon minstens R36,45 per week is, moet 70c per week bydra.

(iv) Looiseksie:

Groep 1.—Werknemers wie se loon minder as R16,60 per week is, moet 30c per week bydra.

Groep 2.—Werknemers wie se loon minstens R16,60 maar minder as R22,06 per week is, moet 40c per week bydra.

Groep 3.—Werknemers wie se loon minstens R22,06 maar minder as R29,40 per week is, moet 50c per week bydra.

Groep 4.—Werknemers wie se loon minstens R29,40 maar minder as R32,97 per week is, moet 60c per week bydra.

Groep 5.—Werknemers wie se loon minstens R32,97 per week is, moet 70c per week bydra.

(b) Elke werkgewer moet op elke betaaldag van die loon van sy werknemers wat lid van die Fonds is, 'n bedrag ooreenkomstig subklousule (6) (a) van hierdie klousule aftrek, en by die totale bedrag aldus afgetrek, moet hy 'n gelyke bedrag oë en dié totale bedrag, tesame met 'n staat in die vorm van Aanhangsel A hiervan, voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris of na die plek wat die Bestuurskomitee bepaal.

Dit is die werkgewers se verantwoordelikheid om toe te sien dat aftrekkings gedoen word van die lone van alle werknemers wat lidmaatskap van die Fonds in aanmerking kom, en die werkgewer is daarvoor verantwoordelik om aan die Fonds rekening te gee van sowel sy eie as die werknemers se bydraes.

(5) Local representatives or local committees may be established by the Management Committee to assist it in the administration of the Fund. Local Committees shall be representative equally of employers and employees and their scope and functions shall be determined by the Management Committee.

Contributions

(6) (a) Subject to the provisions of subparagraph (i) of this subclause and subclause (12), employees for whom wages are prescribed in any agreement of the Council, having not less than a total of two years' experience in the Industry, shall become members of the Fund and contribute on the following basis:

(i) Footwear Section:

(aa) Employees for whom wages are prescribed in Annexure C to Part I and clause 1 of Annexure A to Part II of the Main Agreement published under Government Notice R. 1099, dated 17 June 1977:

Group 1.—Employees whose wages are less than R17,64 per week shall contribute 30c per week.

Group 2.—Employees whose wages are not less than R17,64 but less than R21,81 per week shall contribute 40c per week.

Group 3.—Employees whose wages are not less than R21,81 but less than R29,03 per week shall contribute 50c per week.

Group 4.—Employees whose wages are not less than R29,03 but less than R32,83 per week shall contribute 60c per week.

Group 5.—Employees whose wages are not less than R32,83 per week shall contribute 70c per week.

(ab) Employees in the Footwear Section other than those specified in paragraph (aa) above:

Group 1.—Employees whose wages are less than R17,64 per week shall contribute 30c per week.

Group 2.—Employees whose wages are not less than R17,64 but less than R22,32 per week shall contribute 40c per week.

Group 3.—Employees whose wages are not less than R22,32 but less than R28,09 per week shall contribute 50c per week.

Group 4.—Employees whose wages are not less than R28,09 but less than R32,09 per week shall contribute 60c per week.

Group 5.—Employees whose wages are not less than R32,09 per week shall contribute 70c per week.

(ii) General Goods Section:

Group 1.—Employees whose wages are less than R16,96 per week shall contribute 30c per week.

Group 2.—Employees whose wages are not less than R16,96 but less than R20,71 per week shall contribute 40c per week.

Group 3.—Employees whose wages are not less than R20,71 but less than R26,35 per week shall contribute 50c per week.

Group 4.—Employees whose wages are not less than R26,35 but less than R31,36 per week shall contribute 60c per week.

Group 5.—Employees whose wages are not less than R31,36 per week shall contribute 70c per week.

(iii) Handbag Section:

Group 1.—Employees whose wages are less than R15,05 per week shall contribute 30c per week.

Group 2.—Employees whose wages are not less than R15,05 but less than R20,07 per week shall contribute 40c per week.

Group 3.—Employees whose wages are not less than R20,07 but less than R30,11 per week shall contribute 50c per week.

Group 4.—Employees whose wages are not less than R30,11 but less than R36,45 per week shall contribute 60c per week.

Group 5.—Employees whose wages are not less than R36,45 per week shall contribute 70c per week.

(iv) Tanning Section:

Group 1.—Employees whose wages are less than R16,60 per week shall contribute 30c per week.

Group 2.—Employees whose wages are not less than R16,60 but less than R22,06 per week shall contribute 40c per week.

Group 3.—Employees whose wages are not less than R22,06 but less than R29,40 per week shall contribute 50c per week.

Group 4.—Employees whose wages are not less than R29,40 but less than R32,97 per week shall contribute 60c per week.

Group 5.—Employees whose wages are not less than R32,97 per week shall contribute 70c per week.

(b) Every employer shall on each pay-day deduct from the wages of each of his employees, who is a member of the Fund, an amount in accordance with subclause 6 (a) of this clause, and to the aggregate of the amounts so deducted, he shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary or to such other place as the Management Committee may determine, together with a statement in accordance with Annexure A hereto.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the Fund and the employer shall be responsible for accounting to the Fund for both his own and the employees' contributions.

(c) Bydraes ten opsigte van 'n lid wat 'n loon vir een dag of meer gedurende 'n Fondswaek ontvang, is ten opsigte van die hele week betaalbaar.

(d) As 'n lid gedurende 'n Fondswaek by meer as een werkgever in die Nywerheid in diens is, moet die werkgever by wie hy die laaste gedurende sodanige week in diens was, sowel sy eie bydraes as dié deur die lid betaalbaar, ten opsigte van die hele week betaal, en hy kan die bydrae deur die lid betaalbaar van sy verdienste aftrek soos in subklousule (6) (b) bepaal. Geen verdere bydrae is dan deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie: Met dien verstande dat as 'n lid sy diens op 'n Donderdag verlaat, sy werkgever die bydrae deur sodanige lid betaalbaar, van sy verdienste moet aftrek en sowel sy eie bydrae as dié deur die lid betaalbaar ten opsigte van daardie week moet betaal.

(e) 'n Werkgever mag nie sy hele of 'n gedeelte van sy eie bydrae van die verdienste van 'n lid aftrek of 'n teenprestatie ten opsigte van sodanige bydrae van die lid ontvang nie.

(f) As 'n lid met volle besoldiging of minder as volle besoldiging met verlof is, moet daar met sowel sy eie bydrae as dié van die werkgever voortgegaan word.

(g) As 'n lid korttyd werk, moet daar met sowel sy eie bydrae as dié van sy werkgever kragtens subklousule (6) (a) van hierdie klousule voortgegaan word.

(h) As 'n bydrae per abuis in die Fonds gestort word, is die Fonds, na verloop van 'n tydperk van ses maande van sodanige storting, nie daarvoor aanspreeklik om daardie bydrae terug te betaal nie.

(i) As bystand per abuis aan 'n lid betaal word omdat hy sy bydraes, wat nie betaalbaar was nie, aan die Fonds betaal het, kan die Bestuurskomitee die bedrag van die betaalde bystand soos volg verreken:

(i) Teen 'n bedrag van die Fonds geëis as 'n terugbetaling van sodanige bydraes wat nie betaalbaar was nie;

(ii) teen toekomstige bystand wat die Fonds aan genoemde lid verskuldig mag wees.

(j) 'n Lid wat tot die Nywerheid terugkeer nadat hy dit verlaat en kragtens subklousule 7.(a) hiervan bystand ontvang het, word by die voorlegging van 'n bewys van vorige lidmaatskap onmiddellik weer tot lidmaatskap van die Fonds toegelaat, maar word met ingang van die datum van hertoelating as 'n nuwe lid beskou: Met dien verstande dat as hy die volle bedrag wat hy by verlaten van die Nywerheid ontvang het, in kontant aan die Fonds terugbetaal, die Bestuurskomitee die bevoegdheid het om sy lidmaatskap te herstel en om hom te krediteer vir sy vorige tydperk van lidmaatskap.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word, maar nie kragtens subklousule (7) bystand ontvang het nie, doen onmiddellik afstand van enige reg op bystand wat hy sou ontvang het as hy nie weer in diens geneem was nie, en word vir sy vorige tydperk van lidmaatskap gekrediteer.

(l) (i) 'n Werkgever kan ten opsigte van sy werknemers wat in die Nywerheid werksaam is en vir wie lone nie in engeen van die ooreenkomste van die Raad voorgeskryf word nie, maar wat 'n loon van hoogstens R55,39 per week ontvang, by onderlinge ooreenkoms aansoek by die Fonds doen om bydraes van hom en daardie werknemers (of engeen van hulle) aan te neem ooreenkomstig subklousule (6). By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van daardie werkgever te ontvang en is die bepaling van die Ooreenkoms dan *mutatis mutandis* van toepassing op die werkgever en die betrokke werknemers.

(ii) Vir die toepassing van hierdie paragraaf beteken "loon" 'n werknemer se gewone weekloon, uitgesonderd besoldiging vir oortydwerk of 'n aanvullende loon.

(m) Elke werkgever moet vir 'n tydperk van minstens een jaar na die maand waarop dit betrekking het, 'n kopie bewaar van die sttat in paragraaf (b) van hierdie subklousule bedoel, en dit vir inspeksie beskikbaar hou.

(n) Elke werkgever moet binne sewe dae na die datum van indiensneming van 'n werknemer die volgende besonderhede in verband met sodanige werknemer skriftelik aan die Sekretaris verstrek:

- (a) Datum van indiensneming;
- (b) volle naam;
- (c) nooiensvan, indien van toepassing;
- (d) voorsorgfondsnommer, as daar is;
- (e) geslag;
- (f) ras;
- (g) geboortedatum;
- (h) beroep;
- (i) loon;
- (j) naam van vorige werkgever in die Leernywerheid, as daar is;
- (k) fabrieksnommer, as daar is.

(c) Contributions in respect of a member who receives wage for one day or more during any Fund week shall be payable in respect of a whole week.

(d) Where a member is employed by more than one employer in the Industry during a Fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week and may deduct the contribution due by such member from his earnings as provided in subclause 6 (b) and no further contribution shall be payable by or in respect of such member in respect of that week: Provided that where a member leaves his employment on a Thursday his employer shall deduct the contribution due by such member from his earnings and pay both his own contribution and those due by the member in respect of that week.

(e) An employer shall not deduct the whole or any part of his own contribution from the earnings of a member or receive any consideration from the member in respect of such contribution.

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

(g) Where a member works short-time, both his own and his employer's contributions shall be continued in accordance with subclause 6 (a) hereof.

(h) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of 6 months from the date of such payment.

(i) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

(i) against any sum claimed from the Fund as a repayment of such contributions which were not due; and

(ii) against any future benefits that may become due by the Fund to the said member.

(j) Any member who re-enters the Industry after having left and received benefit in terms of subclause (7) (a) hereof shall on production of evidence of previous membership of the Fund forthwith be re-admitted to membership but shall be regarded as a new member as from the date of re-admission: Provided that he repays to the Fund in cash the full amount which he received on leaving the Industry, the Management Committee shall have power to reinstate him with credit for his previous period of membership.

(k) A member who becomes re-engaged in the Industry without having received payment of benefit in terms of subclause (7) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit for his previous period of membership.

(l) (i) An employer may, in respect of his employees employed in the Industry for whom wages are not prescribed in an Agreement of the Council, but who are in receipt of a wage of not more than R55,39 per week 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 (6). 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.

(ii) For the purposes of this paragraph "wage" shall mean ordinary weekly remuneration of an employee, excluding overtime or any supplementary wage.

(m) Every employer shall, for a period of not less than one year subsequent to the month to which it relates, retain and keep available for inspection, a copy of the statement referred to in subclause 6 (b).

(n) Every employer shall, within seven days of the date of engagement of an employee, furnish the Secretary, in writing with the following details in respect of such employee:

- (a) Date of engagement;
- (b) full name;
- (c) maiden name, if applicable;
- (d) provident Fund Number, if any;
- (e) sex;
- (f) race;
- (g) date of birth;
- (h) occupation;
- (i) wage;
- (j) name of previous employer in the Leather Industry, if any;
- (k) factory number, if any.

(o) Lidmaatskap van die Fonds word gestaak—

- (i) wanneer die lid te sterwe kom;
- (ii) drie maande na die datum waarop die lid in subklousule (7) (a) bedoel die Nywerheid verlaat;
- (iii) op die datum waarop die lid in subklousule (1) (a) *bis* en (7) (b) bedoel die Nywerheid verlaat.

Bystand

(7) (a) Indien 'n lid die Nywerheid om enige ander rede as dié in paragrawe (b) en (c) hiervan genoem, vir goed verlaat het of dit op of na 1 Januarie 1965 permanent verlaat, is hy geregtig op ondergenoemde bystand:

(i) Indien die totale tydperk waarin hy bygedra het nie langer as twee jaar is nie, die totale bedrag van sy bydraes;

(ii) indien die totale tydperk waarin hy bygedra het langer as twee jaar maar hoogstens drie jaar is, die totale bedrag van sy bydraes, plus 10 persent daarvan;

(iii) indien die totale tydperk van sy bydraes langer as drie jaar maar hoogstens vier jaar is, die totale bedrag van sy bydraes, plus 15 persent daarvan;

(iv) vir elke jaar daarna waarin bygedra is, 'n addisionele 5 persent;

en die totale bedrag moet betaal word drie maande nadat hy die Nywerheid verlaat het: Met dien verstande dat die Bestuurskomitee, na goeë dunnke, geld aan lede verskuldig in paaieimente mag betaal.

(a) *bis*. Ingeval bystand betaalbaar word ingevolge paragraaf (a) ten opsigte van 'n lid wat minstens 25 jaar ononderbroke diens in die Nywerheid gelewer het, en hoogstens vyf jaar voor die bereiking van die gewone aftree-ouderdom aftree, moet aan hom, by voorlegging van bewys tot tevredenheid van die Bestuurskomitee, dat die redes vir sy aftrede toe te skryf is aan omstandighede buite sy beheer, benewens die bystand in paragraaf (a) bedoel, 'n verdere bedrag betaal word wat op die volgende grondslag bereken word:

(i) 'n Werknemer wat hoogstens vyf jaar en minstens vier jaar voor die gewone aftree-ouderdom aftree: 'n Bedrag gelyk aan 50 persent van die bystand betaalbaar ingevolge paragraaf (a);

(ii) 'n werknemer wat hoogstens vier jaar en minstens drie jaar voor die gewone aftree-ouderdom aftree: 'n Bedrag gelyk aan 60 persent van die bystand betaalbaar ingevolge paragraaf (a);

(iii) 'n werknemer wat hoogstens drie jaar en minstens twee jaar voor die gewone aftree-ouderdom aftree: 'n Bedrag gelyk aan 70 persent van die bystand betaalbaar ingevolge paragraaf (a);

(iv) 'n werknemer wat hoogstens twee jaar en minstens een jaar voor die gewone aftree-ouderdom aftree: 'n Bedrag gelyk aan 80 persent van die bystand betaalbaar ingevolge paragraaf (a);

(v) 'n werknemer wat hoogstens een jaar voor die gewone aftree-ouderdom aftree: 'n Bedrag gelyk aan 90 persent van die bystand betaalbaar ingevolge paragraaf (a).

(b) Indien 'n lid die Nywerheid by of na bereiking van die aftree-ouderdom verlaat, of indien 'n lid verplig is om uit die liens te tree as gevolg van ongeskiktheid voordat hy die aftree-ouderdom bereik, en die Bestuurskomitee daarvan oortuig is dat die ongeskikte lid glad nie in staat is om 'n bestaan in die Nywerheid te maak nie, moet hy aan sodanige lid bystand verleen gelyk aan twee maal die bedrag van die bystand in paragraaf (a) hiervan genoem, bereken op die datum van aftrede of die datum waarop hy aldus ongeskik geword het: Met dien verstande dat die Bestuurskomitee die reg het om geld wat ooreenkomstig hierdie paragraaf verskuldig is, of in 'n ronde som of in paaieimente, soos hy dit goeëvind, uit te betaal: Voorts met dien verstande dat die Bestuurskomitee nie 'n eis om ongeskiktheidsbystand hoef te oorweeg nie indien hy nie binne 'n tydperk van drie maande vanaf die datum waarop die lid die Nywerheid verlaat, oortuig is dat so 'n lid glad nie in staat is om 'n bestaan in die Nywerheid te maak nie.

(c) Indien bystand ingevolge subklousule (7) (b) of (7) (d) van hierdie klousule betaalbaar word ten opsigte van 'n lid wat voor Mei 1946 ononderbroke diens in die Nywerheid gelewer het, wat destyds ouer as 35 jaar was en sedert daardie datum 'n lid van die Fonds was sonder om bystand van die Fonds te ontvang, word hy geag tot die Fonds by te gedra het ten opsigte van elke jaar van sodanige ononderbroke diens na 1 Januarie 1935 of na die bereiking van die ouderdom van 35 jaar, nl. die jongste datum, teen die gemiddelde weeklikse skaal waarteen hy waarsdeur die tydperk van lidmaatskap tot die Fonds bygedra het, en die Fonds word vir dié doel geag te bestaan het op 1 Januarie 1935 of op die datum waarop hy die ouderdom van 35 jaar bereik het, nl. die jongste datum.

(o) Membership of the Fund shall cease—

- (i) on the death of the member;
- (ii) three months after the date on which the member referred to in subclause (7) (a) leaves the Industry;
- (iii) on the date on which the member referred to in subclauses (7) (a) *bis* and (7) (b) leaves the Industry.

Benefits

(7) (a) In the event of a member having left or leaving the Industry permanently on or after 1 January 1965, for any reason other than those referred to in paragraphs (b) and (c) hereof, he shall be entitled to the following benefits:

(i) If the total period of his contribution does not exceed two years, the total amount contributed by him;

(ii) if the total period of his contribution exceeds two years but does not exceed three years, the total amount contributed by him plus 10 per cent thereof;

(iii) if the total period of his contribution exceeds three years but does not exceed four years, the total amount contributed by him plus 15 per cent thereof;

(iv) for each succeeding year of contribution an additional five per cent;

and the total amount shall be paid three months after his leaving the Industry: Provided that the Management Committee may pay moneys due to members in such instalments as it may deem fit.

(a) *bis*. In the event of a benefit becoming payable in terms of paragraph (a) in respect of any member who has had not less than 25 years' continuous service in the Industry, and who retires not more than five years prior to the attainment of the normal retiring age, he shall, on production of proof satisfactory to the Management Committee that the reasons for his retiral are due to circumstances beyond his control, be paid, in addition to the benefits referred to in paragraph (a), a further amount calculated on the following basis:

(i) An employee who retires not more than five years and not less than four years prior to normal retiring age: An amount equal to 50 per cent of the benefits payable in terms of paragraph (a);

(ii) an employee who retires not more than four years and not less than three years prior to the normal retiring age: An amount equal to 60 per cent of the benefits payable in terms of paragraph (a);

(iii) an employee who retires not more than three years and not less than two years prior to the normal retiring age: An amount equal to 70 per cent of the benefits payable in terms of paragraph (a);

(iv) an employee who retires not more than two years and not less than one year prior to normal retiring age: An amount equal to 80 per cent of the benefits payable in terms of paragraph (a);

(v) an employee who retires not more than one year prior to normal retiring age: An amount equal to 90 per cent of the benefits payable in terms of paragraph (a).

(b) If a member leaves the Industry on or after reaching retiral age or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age and the Management Committee is satisfied that such incapacitated member is totally unfit to earn his living in the Industry, it shall grant to such member benefits equal to twice the amount of the benefits specified in paragraph (a) hereof, calculated at the date of retiral or at the date on which such incapacitation occurred: Provided that the Management Committee shall have the right to pay moneys due in terms of this paragraph either in a lump sum or in such instalments as it may deem fit: Provided further that the Management Committee shall not be required to consider a claim for incapacitation benefits if it is not satisfied within a period of three months of the date on which the member leaves the Industry, that such member is totally unfit to earn his living in the Industry.

(c) In the event of a benefit becoming payable in terms of subclause (7) (b) or (7) (d) of this clause in respect of any member who had continuous service in the Industry before 3 May 1946, who was then over 35 years of age and who has been a member of the Fund since that date without having received any benefits from the Fund, he shall be deemed to have contributed to the Fund in respect of each year of such continuous service after 1 January 1935, or after the attainment of the age of 35, whichever is the later, at the average weekly rate at which he contributed to the Fund throughout his period of membership and the Fund shall be deemed for this purpose to have been in existence at 1 January 1935, or at the time when he so attained the age of 35 years, whichever is the later.

(d) (i) As daar tot tevredeheid van die Bestuurskomitee bewys gelewer word van die dood van 'n lid, moet die Komitee aan die persoon deur die lid benoem 'n globale bedrag betaal gelyk aan dubbel die bedrag van die bystand gespesifiseer in paragraaf (a) hiervan, bereken op die datum van sy afsterwe: 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 afhanklikes betaal moet word, en dat, indien sodanige betaling gedoen word, dit in orde van voorrang soos hieronder uiteengesit, gedoen moet word:

(aa) Die weduwee of wewenaar, by gebreke daarvan;

(ab) die kinders en stiefkinders of wettig aangenome kinders, in gelyke dele, by gebreke waarvan;

(ac) die vader en moeder, in gelyke dele, of die langsewende van hulle, by gebreke waarvan;

(ad) die broers en susters, in gelyke dele, by gebreke waarvan;

(ae) 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 tyde wanneer betaling van die bedrag van die bystand gedoen word nie aan die Bestuurskomitee bekend was nie: Voorts met dien verstande dat die Bestuurskomitee nie 'n eis om sterftebystand hoef te oorweeg nie indien die lid nie te sterwe kom binne drie maande vanaf die datum waarop hy die Nywerheid verlaat nie.

(ii) Net so, by bewys van die afsterwe van 'n lid wat uit die diens getree en bystand van die Fonds ontvang het, moet die Bestuurskomitee aan die persoon wat deur die lid benoem is, die bedrag (as daar is) betaal waarmee die totale bedrag bereken ingevolge paragraaf (a) en (b) plus 'n bonus waarop die lid kragtens subklousule (9) geregtig mag gewees het, die totale bedrag wat aan die afgestorwe lid betaal is, te bowe gaan: 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 afhanklikes betaal moet word, en dat, indien sodanige betaling gedoen word, dit in orde van voorrang soos hieronder uiteengesit, gedoen moet word:

(aa) Die weduwee of wewenaar, by gebreke waarvan;

(ab) die kinders en stiefkinders of wettig aangenome kinders, in gelyke dele, by gebreke waarvan;

(ac) die vader en moeder, in gelyke dele, of die langsewende van hulle, by gebreke waarvan;

(ad) die broers en susters, in gelyke dele, by gebreke waarvan;

(ae) 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 tyde wanneer betaling van die bedrag van die bystand gedoen word nie aan die Bestuurskomitee bekend was nie.

(iii) Indien die benoemde persoon 'n minderjarige is, moet die Bestuurskomitee die bystand aan die minderjarige se wettige voog betaal.

(iv) Die Bestuurskomitee het die reg om geld wat ooreenkomstig hierdie paragraaf aan 'n benoemde persoon verskuldig is, of in 'n ronde som of in dié paaiemente wat hy goedgeind te betaal.

(v) Die Bestuurskomitee moet skriftelik deur die lid in kennis gestel word van die aanstelling van 'n benoemde persoon of van 'n verandering ten opsigte van dié aanstelling of 'n adresverandering van dié benoemde persoon.

(vi) Indien die benoemde persoon versuim om binne twee weke na bewys van die afsterwe van 'n lid verskuldigde bystand ingevolge hierdie klousule te eis, moet die Bestuurskomitee 'n kennisgewing plaas in drie agtereenvolgende uitgawes van drie koerante wat in die Republiek van Suid-Afrika in omloop is, en een daarvan moet 'n koerant wees wat gelees word in die distrik waarin die afgestorwe lid gewoonlik woonagtig was. Die kennisgewing moet die volgende meld: Die naam en jongsbekende adres van die benoemde persoon, die naam en jongsbekende werkplek van die afgestorwe lid en die feit dat die benoemde persoon bystand kan eis op 'n plek wat deur die Bestuurskomitee aangewys word. As die benoemde persoon versuim om binne drie maande na die laaste plasing van die kennisgewing die bystand wat aan hom verskuldig is, te eis, moet dié bystand in die bedoel van die afgestorwe lid gestort word. Die advertensiekoste (as daar is) moet afgetrek word van geld wat ingevolge hierdie subklousule betaalbaar is.

(d) (i) On proof, satisfactory to the Management Committee of the death of a member, the Committee shall pay to the nominee appointed by the member, a lump sum equal to twice the amount of benefits specified in paragraph (a) hereof, calculated at the date of his death: 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:

(aa) The widow or widower, failing which;

(ab) the children and stepchildren or legally adopted children in equal shares, failing which;

(ac) the father and mother in equal shares or to the survivor of them, failing which;

(ad) the brothers and sisters in equal shares, failing which;

(ae) 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: Provided further that the Management Committee shall not be required to consider a claim for death benefits if the death of the member does not occur within three months of the date on which such member leaves the Industry.

(ii) On similar proof of the death of an employee who has retired from his employment and was receiving benefit from the Fund, the Management Committee shall pay to the nominee appointed by the member, the difference, if any, by which the aggregate amount calculated in terms of paragraphs (a) or (b) plus any bonus to which the member may have been entitled in terms of subclause (9), exceeds the total payments which have been made to the retired member: 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:

(aa) The widow or widower, failing which;

(ab) the children and stepchildren or legally adopted children in equal shares, failing which;

(ac) the father and mother in equal shares or to the survivor of them, failing which;

(ad) the brothers and sisters in equal shares, failing which;

(ae) the person who in the opinion of the Management Committee was wholly dependent upon the member, or to the person 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.

(iii) In the event of the nominee being a minor, the Management Committee shall pay the benefit to the minor's legal guardian.

(iv) The Management Committee shall have the right to pay any moneys due to a nominee in terms of this paragraph either in a lump sum or in such instalments as it may deem fit.

(v) The Management Committee shall be advised, in writing by the member of the appointment of a nominee or of any change in regard to such appointment, and of the address of such nominee.

(vi) In the event of the appointed nominee not claiming any benefit due in terms of this clause within two weeks of the proof of death of a member, the Management Committee shall insert an advertisement in three successive issues of three newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and last known address of the appointed nominee, the name and last known place of work of the deceased member and the fact that benefits are available for collection by the nominee at a place appointed by the Management Committee. If within three months from the date of the last insertion of such advertisement, the nominee fails to claim the benefit due to him, such benefit shall be paid into the estate of the deceased member. From any moneys payable in terms of this subclause shall be deducted the cost of advertisement, if any.

(e) Indien 'n lid bystand ontvang het wat hom ooreenkomstig die bepalings van dié Fonds nie toekom nie, en die saak nie oorspronklik in subklousule (6) (i) voorgeskryf, behandel word nie, is hy daarvoor aanspreeklik om die bedrag wat op dié manier ontvang is, aan die Fonds terug te betaal: Met dien verstande dat, indien die Bestuurskomitee van mening is dat dit onbillik sal wees om in 'n besondere geval terugbetaling van die hele bedrag van die bystand te eis, hy na goeddunke kan eis dat 'n kleiner bedrag terugbetaal word of die lid van terugbetaling van die hele bedrag aan vrystel.

(f) (i) Behalwe soos in hierdie subklousule bepaal, mag geen bystand of reg op bystand oorgemaak, oorgedra of op 'n ander wyse gesedeer, verpand of verhipotekeer word nie; ook mag daar nie beslag gelê word op enige bydrae wat deur of namens 'n lid gemaak word nie en dit is nie onderworpe aan enige vorm van ksekusie kragtens 'n vonnis of bevel van 'n geregshof nie, en as 'n lid 'n poging aanwend om bystand of reg op bystand oor te dra, of op 'n ander wyse te sedgeer, te verpand of te verhipotekeer, kan die betaling van die bystand weerhou of tydelik of geheel en al gestaak word, indien die Bestuurskomitee aldus besluit.

(ii) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die Bestuurskomitee daartoe geregtig om van enige bystand wat betaalbaar is aan 'n lid, die benoemde van 'n lid, 'n afhanklike van 'n lid of die bedoel van die lid enige geld af te trek wat sodanige lid aan die Fonds skuld, ondanks die feit dat sodanige geld nog nie aan die Fonds verskuldig of betaalbaar is nie.

(g) Niks in hierdie Ooreenkoms mag op enige wyse die reg aan 'n lid of sy afhanklikes om skadeloosstelling of skadevergoeding te eis vir werksmanne wat weens 'n ongeval veroorsaak is en in die loop van hul diens, beseer of gedood word, raak nie, en die bedrag kragtens hierdie subklousule betaalbaar mag nie verminder word weens 'n betaling wat ingevolge sodanige wet gemaak mag word nie.

(h) By toelating tot die Fonds moet 'n lid 'n geboortesertifikaat of 'n ander bewys van ouderdom voorlê wat die bestuurskomitee as bevredigend beskou.

(i) Indien verskuldigde en betaalbare bystand, uitgesonderd dié aan 'n benoemde persoon aangestel ingevolge subklousule 7 (d) van hierdie klousule, nie binne vier jaar van die datum waarop dit betaalbaar is, geëis word nie, moet die Bestuurskomitee binne drie maande na afloop van genoemde tydperk van vier jaar in gteenvolgende uitgawes van twee koerante wat in die Republiek van Suid-Afrika in omloop is, waarvan een 'n koerant is wat in omloop is in die gebied waarin die lid aan wie die bystand verskuldig is gewoonlik gewoon het op die tyd toe die bystand verskuldig geword het, 'n kennisgewing publiseer waarin vermeld word dat 'n lys van alle persone wat nie hul bystand binne die tydperk van vier jaar hierbo genoem, geëis het nie, op die kantore van alle distrikskomitees van die Raad en van die vakverenigings wat 'n party by die Ooreenkoms is, ter insae lê, n waarin alle belanghebbende persone gevra word om eise vir sodanige bystand binne 'n tydperk van drie maande na die datum van die laaste plasing van die advertensie in te dien, en m volle besonderhede te verstrek van die gronde waarop sodanige eise ingestel word.

Die Bestuurskomitee moet op die volgende vergadering na die laaste datum waarop 'eise ingedien kan word, die eise oorweeg, n kan aan enige persoon of persone wat die eise ingedien het op die wyse hierin voorgeskryf, sodanige geld betaal ten bedrae van hoogstens die volle bystand aan die lid verskuldig, n die advertensiekoste, soos hy dit goedvind. Ingeval geen eise ingestel word deur of namens 'n persoon wie se naam op die lys verskyn nie, val die bystand aan hom verskuldig aan die Fonds toe. Die Sekretaris moet die lyste hierin genoem, aan genoemde distrikskomitees en die vakverenigings stuur, en die naam en die jongsbekende werkplek van die lid en die verskuldigde bystand moet in dié lyste voorkom.

Finansies

(8) (a) Die geld wat aan die Fonds toeval, moet op lopende of epositorekening by 'n bank of banke of 'n bouvereniging of verenigings inbetaal word, en alle tjeks moet geteken word deur die persone wat die Bestuurskomitee aanstel.

(b) Alle geld wat nie nodig is om lopende uitgawes te bestry is, moet belê word—

- (i) in effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;
- (ii) in Nasionale Spaarsertifikate;
- (iii) in Posspaarbankrekenings of -sertifikate;
- (iv) in Spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke;
- (v) op eerste verbande: Met dien verstande dat—

(aa) die verhipotekteerde eiendom in 'n stedelike gebied in die Republiek van Suid-Afrika geleë is;

(ab) die verbande nie 66½ persent van die waardasie van die eiendom, bepaal deur 'n beëdigde waardeerder of 'n finansiële inrigting wat deur die Nywerheidsregistrator goedgekeur is, te bowe mag gaan nie;

(c) If a member has received a benefit, to which he is not entitled under the provision of this Fund and the matter is not dealt with in the manner set out in subclause (6) (i), he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to claim repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(f) (i) Save as is provided in this subclause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or be subject to any form of execution under a judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment of benefit may be withheld, suspended or entirely discontinued if the Management Committee so determine.

(ii) Notwithstanding anything to the contrary contained in this Agreement, the Management Committee shall be entitled to deduct from any benefit payable to a member, the nominee of a member, a dependent of a member or the estate of the member, any money owing by such member to the Fund, notwithstanding the fact that such money is not yet due or payable to the Fund.

(g) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this subclause shall not be reduced by reason of any payment that may be made under any such law.

(h) On admission to the Fund a member shall submit a birth certificate or such proof of age as is satisfactory to the Management Committee.

(i) If any benefit due and payable, other than to a nominee appointed in terms of subclause (7) (d) of this clause, is not claimed within four years from the due date thereof, the Management Committee shall within three months of the expiry of the said period of four years, cause to be published in successive issues of two newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due, was normally resident at the time such benefits became due, stating that a list of all persons who have not claimed their benefits within the period of four years stated above, is available for inspection at the offices of all District Committees of the Council, and of trade unions which are parties to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement, and to furnish full details of the grounds on which such claims are made.

The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being made by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund. The Secretary shall send to the District Committees and the trade unions aforesaid, the lists herein referred to, which lists shall state the name and last known place of work of the member and the benefit due.

Finance

(8) (a) The moneys accruing to the Fund shall be paid into a bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint.

(b) Any moneys not required to meet current expenditure shall be invested in—

- (i) stock of the Government of the Republic of South Africa or local government stock;
- (ii) National Savings Certificates;
- (iii) Post Office savings accounts or certificates;
- (iv) savings accounts, permanent shares or fixed deposits in building societies or banks;
- (v) first mortgage bonds: Provided that—

(aa) the hypothecated property is situated in an urban area in the Republic of South Africa;

(ab) the mortgages shall not exceed 66½ per cent of the valuation of the property obtained by a sworn appraiser or by a financial institution, approved by the Industrial Registrar;

(ac) die eiendom behoorlik verseker is; en
(ad) geen belegging van hierdie aard mag geskied nie ten opsigte van eiendom waarin 'n lid van die Raad 'n regstreekse of onregstreekse finansiële belang het, tensy die goedkeuring van die Nywerheidsregistrator vooraf verkry is;

(vi) in deelnemingsverbandeskemas wat ingevolge die Wet op Deelnemingsverbande, 1964, geregistreer is;

(vii) in vaste eiendom: Met dien verstande dat beleggings van hierdie aard beperk moet word tot die terugkoop van eiendom waarvoor die Fonds 'n verband het as dié eiendom in eksekusie of in die insolvente boedel of by likwidasië van die verband-gewer verkoop word;

(viii) in wissels, skuldbriewe en effekte uitgereik of gewaarborg deur die Randwaterraad, die Phalaborwa Waterraad, die Elektrisiteitsvoorsienskommissie, die Suid-Afrikaanse Yster en Staal Industriële Korporasie Beperk, die Land- en Landboubank van Suid-Afrika en die Nywerheidsontwikkelings-korporasie van Suid-Afrika Beperk;

(ix) op deposito by die Land- en Landboubank van Suid-Afrika;

(x) in behuisinglenings aan lede: Met dien verstande dat die bedrag wat vir hierdie doel gebruik word hoogstens 10 persent van die totale bates van die Fonds mag uitmaak: Voorts met dien verstande dat lenings wat ooreenkomstig hierdie subparagraaf toegestaan word, onderworpe is aan dié voorwaardes wat die Bestuurskomitee, met die goedkeuring van die Nywerheidsregistrator, mag opleë;

(xi) op enige ander wyse deur die Nywerheidsregistrator goedgekeur:

Met dien verstande dat geen bedraë in die beleggingsterreine gespesifiseer in subparagrafe (v) tot (ix) belê mag word nie, tensy minstens 40 persent van die Fonds se totale bates belê is soos bepaal in subparagrafe (i) tot (iv): Voorts met dien verstande dat die gesonde beleggingsbeginsel van verspreiding altyd gehandhaaf word.

(c) By ontvangs van 'n stoporder ten opsigte van 'n behuisinglening, behoorlik deur die betrokke werknemer onderteken, moet 'n werkgever vanaf die eersvolgende betaal week die bedrag in die stoporder gestipuleer weekliks van die werknemer se loon aftrek en die totale bedrag wat aldus elke maand afgetrek is voor of op die 14de dag van die volgende maand aan die Sekretaris van die Fonds stuur.

Bonusverklarings

(9) (a) Elke lid wat die Nywerheid ooreenkomstig subklousule (7) (a) verlaat, is geregtig op 'n bonus gelyk aan 15 persent van die bystand betaalbaar ingevolge subklousule (7) (a) of (a)bis, watter een ook al van toepassing is: Met dien verstande dat die Bestuurskomitee na eie goedvinde en op aanbeveling van 'n aktuaris, so 'n bonus kan verander of kanselleer.

(b) Elke lid wat geregtig word op bystand ooreenkomstig subklousule (7) (b) of (c), en die boedel, benoemde of afhanklike, na gelang van die geval, van 'n lid wat te sterwe kom, is geregtig op 'n bonus gelyk aan 35 persent van die bystand betaalbaar ingevolge subklousule (7) (b), (c) of (d), watter een ook al van toepassing is: Met dien verstande dat die Bestuurskomitee na eie goedvinde en op aanbeveling van 'n aktuaris so 'n bonus kan verander of kanselleer.

(c) Elke lid in subklousule (7) (a) bedoel wat 25 jaar ononderbroke diens in die Nywerheid gehad het, is, benewens die bonus in paragraaf (a) bedoel, geregtig op 'n bonus gelyk aan 20 persent van die bystand betaalbaar ooreenkomstig subklousule (7) (a) of (a)bis, watter een ook al van toepassing is: Met dien verstande dat die Bestuurskomitee na eie goedvinde en op aanbeveling van 'n aktuaris so 'n bonus kan verander of kanselleer.

(d) Benewens die bonusse wat die lid ooreenkomstig paragrafe (a) en (c) mag toekom, is elke lid wat vanaf 'n datum voor 1 Januarie 1952 tot die Fonds bygedra het en wat sedert daardie datum ononderbroke diens in die Nywerheid gelewer het, indien hy die Nywerheid op of na 1 Julie 1969 permanent verlaat, geregtig op 'n bonus gelyk aan 30 persent van die bystand betaalbaar ooreenkomstig subklousule (7) (a) en/of (a)bis, watter een ook al van toepassing is: Met dien verstande dat die Bestuurskomitee na eie goedvinde en op aanbeveling van 'n aktuaris so 'n bonus kan verander of kanselleer.

(e) Benewens die bonus in paragraaf (b) bedoel, is die boedel, die benoemde of die afhanklike, na gelang van die geval, van 'n lid wat vanaf 'n datum voor 1 Januarie 1952 tot die Fonds bygedra het en wat sedert daardie datum ononderbroke diens in die Nywerheid gehad het, indien hy op of na 1 Julie 1969 te sterwe kom, geregtig op 'n bonus gelyk aan 30 persent van die bystand betaalbaar ooreenkomstig subklousule (7) (d): Met dien verstande dat die Bestuurskomitee na eie goedvinde en op aanbeveling van 'n aktuaris so 'n bonus kan verander of kanselleer.

(f) Enige bonus wat verklaar is ooreenkomstig klousule 4 (10) van die Ooreenkoms gepubliseer by Goewermentskennisgewing 2896 van 9 November 1951, soos gewysig, en wat in die krediet van 'n lid se rekening gestort is, bly in die krediet van so 'n lid se rekening.

(ac) the property is properly insured; and

(ad) no investment of this nature shall be made in respect of any property in which any member of the Council has an direct or indirect financial interests, unless the prior approval of the Industrial Registrar is obtained;

(vi) participation mortgage bond schemes registered in terms of the Participation Bonds Act, 1964;

(vii) in fixed property: Provided that investments of this nature shall be limited to the buying in of any property mortgaged to the Fund, in the event of such mortgaged property being sold in execution or sold in the insolvent estate or on liquidation of the mortgagor;

(viii) bills, bonds or securities issued or guaranteed by the Rand Water Board, the Phalaborwa Water Board, the Electricity Supply Commission, the S.A. Iron and Steel Industry Corporation Limited, the Land and Agricultural Bank of South Africa and the Industrial Development Corporation of South Africa Limited;

(ix) deposits with the Land and Agricultural Bank of South Africa;

(x) housing loans to members: Provided that the amount utilised for this purpose shall not exceed 10 per cent of the total assets of the Fund: Provided further that loans granted in terms of this subparagraph shall be subject to such conditions as the Management Committee may, with the approval of the Industrial Registrar, apply;

(xi) any other manner approved by the Industrial Registrar

Provided that investments in the fields of investment specified in subparagraph (v) to (ix) shall not be made unless at least 40 per cent of the Fund's total assets is invested as provided in subparagraphs (i) to (iv): Provided further that the sound investment principle of distribution is maintained at all times.

(c) On receipt of a stoporder in respect of a housing loan duly signed by the employee concerned, an employer shall, from the next ensuing pay-week, deduct from the employee's wage the weekly amount stipulated in the stoporder and shall forward the total amount so deducted each month to the Secretary of the Fund by not later than the 14th day of the following month.

Bonus declarations

(9) (a) Every member who leaves the Industry in terms of subclause (7) (a) shall be entitled to a bonus equal to 15 per cent of the benefits payable in terms of subclause (7) (a) or (a)bis, whichever is applicable: Provided that the Management Committee may, in its discretion and on the recommendation of an actuary, vary or cancel such bonus.

(b) Every member who becomes entitled to benefits in terms of subclause (7) (b) or (c), and the estate, nominee or dependant, as the case may be, of an employee who dies, shall be entitled to a bonus equal to 35 per cent of the benefits payable in terms of subclause (7) (b), (c) or (d), whichever is applicable: Provided that the Management Committee may, in its discretion and on the recommendation of an actuary vary or cancel such bonus.

(c) Every member referred to in subclause (7) (a) who has had 25 years continuous service in the Industry shall, in addition to the bonus referred to in paragraph (a), be entitled to a bonus equal to 20 per cent of the benefits payable in terms of subclause (7) (a) or (a)bis, whichever is applicable: Provided that the Management Committee may, in its discretion and on the recommendation of an actuary, vary or cancel such bonus.

(d) In addition to the bonuses which may be due to a member in terms of paragraphs (a) and (c), every member who has contributed to the Fund from a date prior to 1 January 1952 and who has had continuous service in the Industry since that date, shall if he leaves the Industry permanently on or after 1 July 1969, be entitled to a bonus equal to 30 per cent of the benefits payable in terms of subclause (7) (a) and/or (a)bis, whichever is applicable: Provided that the Management Committee may, in its discretion and on the recommendation of an actuary, vary or cancel such bonus.

(e) In addition to the bonus referred to in paragraph (b) the estate, nominee or dependant, as the case may be, of a member who has contributed from a date prior to 1 January 1952, and who has had continuous service in the Industry since that date shall, if he dies on or after 1 July 1969, be entitled to a bonus equal to 30 per cent of the benefits payable in terms of subclause (7) (d): Provided that the Management Committee may, in its discretion and on the recommendation of an actuary vary or cancel such bonus.

(f) Any bonus declared in terms of clause 4 (10) of the Agreement published under Government Notice 2896, dated 9 November 1951, as amended, and credited to a member's account, shall remain to the credit of such member's account.

(g) Die bonusse in paragrawe (a), (b), (c), (d), (e) en (f) van hierdie subklousule bedoel, moet gelyktydig met en benewens die bystand in klousule 4 (7) voorgeskryf, aan 'n lid betaal word: Met dien verstande dat die Bestuurskomitee die reg het om lië bonusse of in 'n ronde som of in die paalemente wat hy goedvind, aan 'n lid te betaal.

(h) Ondanks andersluidende bepalings hierin vervat, is die bepalings van klousule 4 (7) in verband met die betaling van bystand aan 'n benoemde, die betaling van bystand aan die oedel van 'n lid en die reg van die Bestuurskomitee om bystand aan 'n afhanklike of afhanklikes van 'n gestorwe lid te betaal, sook die bepalings van subklousule (7) (d) (iii) tot (vi), (e), (f) en (i) *mutatis mutandis* van toepassing op enige bonusse wat ooreenkomstig hierdie subklousule aan 'n lid verskuldig is.

(i) 'n Aktuaris moet op dié tye waarop die Bestuurskomitee nag besluit, 'n ondersoek na die Fonds instel en 'n waardepeping van die laste van die Fonds maak, en moet 'n verslag daaroor vir die Bestuurskomitee opstel: Met dien verstande dat die tydperk tussen ondersoeke hoogstens vyf jaar mag wees.

Jaarlikse rekeninge

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou moontlik na 31 Desember geskikte state opstel wat die stand van die Fonds op dié datum aantoon. Die state moet deur 'n penbare rekenmeester, wat die Bestuurskomitee aanstel, geouditeer en aan die Raad voorgelê word.

(b) Die geouditeerde gekonsolideerde state en die ouditeur se verslag hieroor moet op die Hoofkantoor van die Raad ter insae en 'n kopie daarvan moet aan die Nywerheidsregistrateur gestuur word.

(c) Alle uitgawes wat by die administrasie van die Fonds aangegaan word, moet deur die Fonds gedra word.

Algemeen

(11) Indien hierdie Ooreenkoms weens verloop van tyd of om ander rede verstryk, moet die Bestuurskomitee nog voortgaan om die Fonds te administreer totdat die administrasie oorhandig word aan die trustees wat kragtens klousule 3 (2) aangestel is.

(12) Indien 'n werknemer na 'n werk waarvoor lone nie voorgeskryf is nie, oorgeplaas of bevorder word, dra hy nie meer tot die Fonds by nie en is hy op die bystand ooreenkomstig subklousules (7) en (9) geregtig: Met dien verstande dat so 'n werknemer wat minstens vyf jaar lank tot die Fonds bygedra het, as hy wil en sy werkgever daarmee akkoord gaan, kan kies om voort te gaan om tot die Fonds by te dra. In dié geval moet hy sy werkgever voortgaan om ooreenkomstig hierdie Ooreenkoms tot die Fonds by te dra teen die skaal wat ooreenkomstig hierdie Ooreenkoms sou geld op die datum waarop hy oorgeplaas of bevorder is, soos voormeld.

(13) Indien die Raad ontbind word of ophou om te funksioneer eniger tyd voor die verstryking van die tydperk van 12 maande in klousule 3 (2) van hierdie Ooreenkoms bedoel, moet die Bestuurskomitee of dié ander persone wat die Nywerheidsregistrateur kragtens artikel 34 (2) van die Wet aanwys, voortgaan om die Ooreenkoms te administreer totdat voornoemde tydperk verstryk het, en die lede wat op die Bestuurskomitee en op die datum waarop die Raad ophou om te funksioneer ontbind word, word vir dié doeleindes as lede daarvan gereken: Met dien verstande egter, dat 'n vakature wat in die Bestuurskomitee ontstaan, deur genoemde Registrateur gevul kan word uit die geledere van die werkgewers en werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat daar ewe veel verteenwoordigers en/of plaasvervangers van die werkgewers en die werknemers in die Komitee dien. Indien die Komitee nie bereid is of nie in staat is om sy pligte na te kom nie of indien daar 'n dooie punt ontstaan wat, na die mening van genoemde Registrateur, die administrasie van die Fonds doenlik of onwenslik maak, moet die Minister Syfret's Trust and Executor (Eastern Cape) Limited aanstel om die pligte en funksies van die Komitee uit te voer.

Na verloop van voormelde tydperk van 12 maande, moet die Fonds geadministreer word deur Syfret's Trust and Executor (Eastern Cape) Limited, wat die bevoegdheid en pligte het wat in klousule 7 van hierdie Ooreenkoms bedoel word, vir die oorblywende gedeelte van 'n tydperk van twee jaar gereken vanaf die datum van verstryking van hierdie Ooreenkoms of 'n verlenging daarvan. By verstryking van die tydperk van twee jaar moet die Fonds deur genoemde Syfret's Trust and Executor (Eastern Cape) Limited gelikwideer word asof die betrokke werknemers die Nywerheid verlaat het.

(g) The bonuses referred to in paragraphs (a), (b), (c), (d), (e) and (f) of this subclause shall be paid to a member at the same time and in addition to the benefits prescribed in clause 4 (7): Provided that the Management Committee shall have the right to pay such bonuses to a member either in a lump sum or in such instalments as it may deem fit.

(h) Notwithstanding anything to the contrary contained herein, the provisions of clause 4 (7) relating to the payment of any benefit to a nominee, the payment of any benefit to the estate of a member and the right of the Management Committee to pay benefits to a dependant or dependants of a deceased member, as well as the provisions of subclause (7) (d) (iii) to (vi), (e) (f) and (i) shall *mutatis mutandis* apply to any bonuses due to a member in terms of this subclause.

(i) Any actuary shall, at such times as may be decided upon by the Management Committee, conduct an investigation into the Fund and a valuation of the liabilities of the Fund and shall make a report thereon to the Management Committee: Provided that the period between investigations shall not exceed five years.

Annual accounts

(10) (a) The Secretary of the Management Committee shall, as soon as possible after 31 December, prepare statements in a suitable form showing the position of the Fund as at that date. The statements shall be audited by a public accountant appointed by the Management Committee and shall be submitted to the Council.

(b) The audited consolidated statements and the auditor's report thereon shall lie for inspection at the Head Office of the Council and copies of them shall be sent to the Industrial Registrar.

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

General

(11) 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 the administration is handed over to the trustees appointed in terms of clause 3 (2).

(12) 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 and shall be entitled to the benefits payable in terms of subclauses (7) and (9): Provided that any such 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 in terms of this Agreement at the rate which would have been applicable in terms of this Agreement at the date on which he was transferred or promoted as aforesaid.

(13) In the event of the Council being dissolved or ceasing to function at any time prior to the expiry of the period of 12 months mentioned in clause 3 (2) of this Agreement, the Management Committee or such other persons as the Industrial Registrar may designate in terms of section 34 (2) of the Act shall continue to administer the Agreement until the expiry of the aforementioned period, and the members of the Management 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 Management Committee, may be filled by the said 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/or alternates in the membership of the Committee. In the event of such Committee being unwilling or unable to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the said Registrar, he shall appoint Syfret's Trust and Executor (Eastern Cape) Limited to carry out the duties and functions of the Committee.

Upon the expiry of the period of 12 months aforementioned the Fund shall be administered by Syfret's Trust and Executor (Eastern Cape) Limited who shall have the powers and duties mentioned in clause 7 of this Agreement for the balance of a period of two years calculated from the date of expiry of this Agreement or any extension thereof. At the termination of such period of two years the Fund shall be liquidated by the said Syfret's Trust and Executor (Eastern Cape) Limited as though the employees in question had left the Industry.

Ingeval Syfret's Trust and Executor (Eastern Cape) Limited nie bereid is of nie in staat is om die Fonds te administreer en/of te likwideer nie, moet genoemde Registrateur enige ander administrateurs of trustees aanstel om die pligte en funksies van genoemde Syfret's Trust and Executor (Eastern Cape) Limited uit te voer.

5. AGENTE

Die Raad moet een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om dié persone in sy bedryfsinrigting toe te laat en om dié navrae te laat doen en dié dokumente, boeke, betaalstate, loonkoeverte en loonkaarte te laat ondersoek en dié persone te laat ondervra wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

6. VRYSTELLINGS

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

7. ADMINISTRASIE DEUR TRUSTEE(S)

Indien 'n trustee of trustees kragtens klousule 2 (2) aangestel word, het die trustee(s) ondergenoemde bevoegdhede en moet hy/hulle die Fonds administreer soos hieronder uiteengesit:

(a) Aan lede wat die Nywerheid verlaat, bystand betaal soos voorgeskryf in klousule 4 (7) en 4 (9), met dié voorbehoud dat die trustee(s) nie die reg het om geld aan sodanige lede verskuldig, in paaiemente te betaal nie, behalwe dat bystand wat alreeds periodiek betaal word, nog so betaal moet word totdat al die bedrae in sodanige werknemer se krediet betaal is;

(b) geld wat aan die Fonds toeval uit ander bronne as bydraes ooreenkomstig klousule 4 (1), op die wyse uiteengesit in klousule 4 (6), beheer en belê en dié state opstel en dié administrasiekoste betaal wat in klousule 4 (10) van hierdie Ooreenkoms voorgeskryf word.

8. LIKWIDASIE

(1) By likwidasië van die Fonds ooreenkomstig klousule 3 (2) of klousule 4 (13) en die betaling van geld wat kragtens klousule 3 (2) aan lede verskuldig is, moet die geld wat op die boeke van die Fonds oorbly nadat alle krediteure, administrasie- en likwidasiëkoste betaal is, deur die trustee(s) soos volg aangewend word:

(a) 25 persent aan die vakverenigings wat op die datum van likwidasië partye by die Ooreenkoms is, in verhouding tot die aantal lede van sodanige verenigings wat kragtens die konstitusie van sodanige verenigings ten tyde van die likwidasië op bystand geregtig is. Sodanige geld moet deur die vakverenigings gebruik word uitsluitlik om nood- en sterftebystand aan sy lede te voorsien;

(b) 25 persent aan enige organisasie of inrigting wat, volgens die mening van die trustee(s), navorsing doen in verband met die Leernywerheid in die Republiek van Suid-Afrika, vir die doel van sodanige navorsing;

(c) 50 persent vir studiebeurse wat beskikbaar gestel moet word vir persone wat by die Leernywerheid betrokke is, of vir kinders van persone wat by die Leernywerheid betrokke is.

Die trustee(s) moet aan die gebiede waarin die Nywerheid op die datum van likwidasië beoefen word, 'n bedrag toewys in verhouding tot die getal werknemers wat op die datum van likwidasië in dié gebiede in die Nywerheid werksaam is.

Die geld wat aan elke gebied toegewys word, moet, na skriftelike aansoek aan die trustee(s) en onderworpe aan die voorwaardes hierin uiteengesit, beskikbaar gestel word aan die persone in sodanige gebied wat ingevolge hierdie klousule in aanmerking kom om daarin te deel.

Die trustee(s) moet 'n komitee van drie persone benoem, waarvan een 'n verteenwoordiger van die trustee(s) is, een van die werkgewersorganisasies en een van die vakverenigings. Die verteenwoordiger van die trustee(s) moet voorsitter en sameroeper van die komitee wees.

Die komitee wat op dié wyse saamgestel word, moet aansoek wat ingevolge hierdie klousule gedoen word, oorweeg en bepaal vir welke persone studiebeurse beskikbaar gestel moet word, die bedrag en duur van sodanige studiebeurse, en die bedrag en aard van onderhoudstoelae wat volgens sy mening benewens sodanige studiebeurse betaal moet word.

Die komitee se beslissing is finaal.

In the event of Syfret's Trust and Executor (Eastern Cape) Limited being unable or unwilling to administer and/or liquidate the Fund the said Registrar may appoint any other administrator or trustees to carry out the duties and functions of the said Syfret's Trust and Executor (Eastern Cape) Limited.

5. 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 enquiries 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.

6. EXEMPTIONS

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

7. ADMINISTRATION BY TRUSTEE(S)

In the event of a Trustee(s) being appointed in terms of clause 2 (2), the Trustee(s) shall have the following powers and shall administer the Fund in the manner set out hereunder:

(a) Pay to members leaving the Industry benefits as are prescribed in clause 4 (7) and 4 (9) with the proviso that the Trustee(s) shall not have the right to pay moneys due to such members in instalments, except that the periodical payments of the benefit already being paid shall be continued until the amount to such employee's credit have been exhausted;

(b) control and invest moneys accruing to the Fund other than by contributions in terms of clause 4 (1) in the manner set out in clause 4 (6) and prepare such statements and pay such administration expenses as are prescribed in clause 4 (10) of this Agreement.

8. LIQUIDATION

(1) Upon liquidation of the Fund in terms of clause 3 (2) or clause 4 (13) and the payment of moneys due to members in terms of clause 3 (2), the moneys remaining to the credit of the Fund, after all creditors, administration and liquidation expenses have been paid, shall be disposed of by the Trustee(s) in the following manner:

(a) 25 per cent to the trade unions who are parties to this Agreement at the date of liquidation in proportion to the number of members of such unions who are in benefit in terms of the constitutions of such unions at the time of liquidation. Such moneys to be utilised exclusively for the provision to its members by such unions of distress and mortality benefits;

(b) 25 per cent to any organisation or institution which in the opinion of the Trustee(s) is engaged in research connected with the Leather Industry in the Republic of South Africa, for the purpose of such research;

(c) 50 per cent to be utilised for the provisions of scholarship and bursaries to be made available to persons engaged in the Leather Industry or to children of persons engaged in the Leather Industry.

The Trustee(s) shall allocate to the areas in which the Industry is carried on at the date of liquidation, a sum, proportionate to the number of employees engaged in the Industry at the date of liquidation in such areas.

The moneys allocated to each area shall be available to the persons in such area qualified in terms of this clause to participate therein, in making written application to the Trustee(s) and subject to the conditions as specified herein.

The Trustee(s) shall appoint a committee of three persons, one of whom shall represent the Trustee(s), one the employers' organisations, and one the trade unions, of which the Trustee(s) representative shall be chairman and convenor.

The committee so constituted shall consider applications made in terms of this clause and shall determine the persons to whom bursaries or scholarships shall be made available, the amount and extent of such bursaries or scholarships, and the amount and nature of any subsistence allowance which it considers should be payable in addition to such bursaries or scholarship.

The decision of the committee shall be final.

ANNEXURE A

LEATHER INDUSTRY PROVIDENT FUND

[Form to be completed in accordance with clause 4 (6) (b) of the Provident Fund Agreement.]

Employer..... Month..... 19.....

[illegible]

No. R. 1538 5 Augustus 1977
WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA.—BYSTANDSFONDS—INTREKKING VAN
GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheids-
versoening, 1956, Goewermmentskennisgewings R. 318 van
14 Februarie 1975 en R. 1284 van 4 Julie 1975 in, met
ingang van die tweede Maandag na die datum van publi-
kasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

No. R. 1538 5 August 1977
INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—PROVIDENT FUND—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act 1956, cancel Government Notices R. 318 of 14 February 1975 and R. 1284 of 4 July 1975, with effect from the second Monday after the date of publication of this notice

S. P. BOTHA, Minister of Labour.

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen 50c per eksemplaar of R2 per jaar, posvry (buitelands 60 sent per eksemplaar of R2,40 per jaar).

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol 1 to 11, 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

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