



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R.1791]

[3 September 1982

WET OP ARBEIDSVERHOUDINGE, 1956

**LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA AANVULLENDE SIEKTEBYSTANDS-
FONDSOOREENKOMS**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag,
verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1987 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 3 en 16, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1987 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 2 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA,
Minister van Mannekrag.

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R.1791]

[3 September 1982

LABOUR RELATIONS ACT, 1956

**LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA SUPPLEMENTARY SICK BENEFIT FUND
AGREEMENT**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower,
hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1987, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 3 and 16, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1987, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 2 of the said Agreement.

S. P. BOTHA,
Minister of Manpower.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA
AANVULLENDE SIEKTEBYSTANDSFONDS

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die—

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

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

„Bestuursraad” die Bestuursraad ingevolge hierdie Ooreenkoms gestig;

„Nywerheidsraad” die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, geregistreer ingevolge artikel 2 van Wet 11 van 1924 en geag geregistreer te wees ingevolge die Wet op Arbeidsverhoudinge, 1956;

„Uitvoerende Komitee” die Uitvoerende Komitee van die Nywerheidsraad ooreenkomstig sy konstitusie aangestel;

„Leernywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

- (a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;
- (b) dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
- (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoopsakke, breisakke, tasse vir Swartes van die tipe wat algemeen as „Xhosasakke” bekend staan, notebeurse, beursies, horlosiebande, polsbande, halsbande en leibande vir honde, kombesrieme, kruisbande, gordels, kousophouers, kousbande, armbande, en alle ander dergelyke artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enige van bogenoemde artikels;
- (2) vir die looi, bewerking en bloting van huide en velle;
- (3) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) vermeld: Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke, hoofsaaklik van 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, doek, seildoek of klederstof of enige kombinasie daarvan;
- (6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel, nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—

- (a) geheel en al of hoofsaaklik uit metaal;
- (b) uit karton (geriffel al dan nie) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan enige bestanddeel karton en/of papier en/of 'n bestanddeel van papier is;

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA

SUPPLEMENTARY SICK BENEFIT FUND

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

- (a) Midland and Border Leather Industry Manufacturers' Association;
 - (b) Cape Western and North-Western Leather Industries Employers' Association;
 - (c) Transvaal Footwear, Tanning and Leather Trades Association;
 - (d) Natal Footwear, Tanning and General Leather Manufacturers' Association;
 - (e) Southern Cape Leather Industries Association;
 - (f) South African Tanning Employers' Organisation;
 - and the
 - (g) South African Handbag Manufacturers' Association;
- (hereinafter referred to as the “employers” or the “employers’ organisations”), of the one part, and the
- (h) National Union of Leather Workers;
 - (i) Transvaal Leather and Allied Trades Industrial Union;
 - and the
 - (j) Trunk and Box Workers' Industrial Union (Transvaal);
- (hereinafter referred to as the “employees” or the “trade unions”), of the other part,
- being the parties of the National Industrial Council of the Leather Industry of South Africa,

1. DEFINITIONS

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

“Board” means the Board of Management established in terms of this Agreement;

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

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

“Leather Industry” means the Industry in which employers and employees are associated—

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

- (a) footwear, including all types, but not including bespoke made footwear;
- (b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harnesses, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing; ladies' bags, shopping bags, knitting bags, bags for Blacks of the type commonly known as “Xhosa bags”, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets, and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;

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

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

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

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

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

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

- (c) geheel en al of hoofsaaklik uit plastiek, uitgesonderd plastiekbladmateriaal;
 (7) vir die vervaardiging, geheel en al of hoofsaaklik uit leer, van voetballe, slaanballe, netballe en bokshandskoene;
 (8) in bedryfsinrigtings waarin daar nie leergoedere vervaardig word nie, vir die vervaardiging, uit ander materiaal as leer, van—

- (a) dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting en dokumente te bevat;
 (b) tuie, tooms, saaltuig, kamaste, stiegrieme, inkoopsakke, notebeurse, beursies, horlosiebande, polsbande, kombesrieme, kruisbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;
 (c) reisbenodigdhede, met inbegrip van koffers, uit ander materiaal as leer, vesel, hout, doek, seildoek of kleedstof of 'n kombinasie daarvan:

Met dien verstande dat paragrawe (a), (b) en (c) nie so uitgeleë moet word dat dit die volgende insluit nie:

- (i) Die vervaardiging van metaalkomponente en/of -hegstukke;
 (ii) die vervaardiging, uit seildoek, van banksakke, sportuitrustingsakke, rugsakke, hawersakke, monstersakke en springstofsakke;
 (iii) die vervaardiging van artikels uit rubber;
 (iv) die vervaardiging van artikels of die uitoefening van 'n ambag of beroep wat deur die Druknywerheid gedek word en wat, sonder om enigsins die algemeen aanvaarde betekenis daarvan te beperk, beteken dié nywerheid of onderneming waarin die werkgewers en die werknemers met mekaar geassosieer is by die produksie van gedrukte materiaal van watter aard ook al;
 (v) die vervaardiging van artikels uit metaal en van allerlei soorte houers (met of sonder metaalonderdele) uit vesel en/of karton (geriffel of andersins) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan vesel en/of karton en/of papier en/of 'n bestanddeel van papier en/of plastiek 'n bestanddeel is, maar uitgesonderd die vervaardiging, uitsluitlik of hoofsaaklik uit vesel of plastiekplaatmateriaal, van koffers, dokumenttasse, tasse en alle soortgelyke houers wat ontwerp is om persoonlike besittings, musiekinstrumente en sport uitrusting te bevat:

Voorts met dien verstande dat die woord „plastiek” soos in paragraaf (v) vervat enigeen van die groep materiale beteken wat uit 'n organiese stof met 'n hoë molekulêre massa bestaan of dit as noodsaaklike bestanddeel bevat en wat, hoewel dit in die voltooide toestand 'n vaste stof is, in een of ander stadium tydens die vervaardiging daarvan in verskillende fatsoene geformeer, d.w.s. gegiet, gekalandeer, deurgedruk of gevorm, is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

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

3. DATUM VAN INWERKINGTREDE EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet spesifiseer en bly van krag vir die tydperk wat op 30 April 1987 eindig, of vir 'n tydperk wat hy vasstel.

4. STIGTING VAN DIE FONDS

Hierby word 'n fonds gestig wat as die „Aanvullende Siektefonds vir die Leernywerheid” bekend staan (hierna die „Fonds” genoem).

Die Fonds bestaan uit—

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

5. DOELSTELLINGS

Die doelstellings van die Fonds is om—

- (a) bystand aan sy lede te verskaf ter aanvulling van dié verskaf deur die Fonds wat as die „Siektebystandsfonds vir die Leernywerheid” bekend staan en waarvoor voorsiening gemaak word in die Ooreenkoms wat dan van krag is;

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

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

- (8) in establishments in which leather goods are not manufactured, for the manufacture, from materials other than leather, of—

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

- (b) harnesses, bridles, saddlery, leggings, stirrup straps, shopping bags, wallets, purses, watch straps, wrist straps, rug straps, braces and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;

- (c) travelling requisites, including trunks, from materials other than leather, fibre, wood, cloth, canvas or fabric or any combination thereof:

Provided that paragraphs (a), (b) and (c) shall not be construed to include—

- (i) the manufacture of metal components and/or attachments;
 (ii) the manufacture of canvas bank bags, canvas kit bags, canvas rucksacks, canvas haversacks, canvas sampling bags and canvas explosives bags;

- (iii) the manufacture of any article from rubber;

- (iv) the manufacture of any article or the practice of any trade or occupation covered by the Printing Industry which, without in any way limiting the generally accepted meaning thereof, means that industry or undertaking in which employers and employees are associated in the production of printed matter of any nature whatsoever;

- (v) the manufacture of any articles from metal and of any kind of container (with or without metal parts) from fibre and/or cardboard (corrugated or otherwise) and/or paper or any compound of paper and/or any like material a constituent part of which is fibre and/or cardboard and/or paper and/or any constituent of paper and/or plastics, but excluding the manufacture, wholly or mainly from fibre or plastic sheeting material, of trunks, attaché cases, bags and all similar containers designed to hold personal effects, musical instruments and sporting kit:

Provided further that the word “plastic” as contained in paragraph (v) means any 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;

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

2. SCOPE OF APPLICATION OF AGREEMENT

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

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for the period ending 30 April 1987, or such period as may be determined by him.

4. ESTABLISHMENT OF THE FUND

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

The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with this Agreement;
 (b) interest derived from the investment of any moneys of the Fund;
 (c) any other moneys to which the Fund may become entitled.

5. OBJECTS

The objects of the Fund shall be—

- (a) to provide benefits to its members, supplementary to those provided by the Fund known as the “Leather Industry Sick Benefit Fund” provided for in the Agreement in operation at the time;

- (b) indien dit nodig geag word, ooreenkomste deur middel van 'n kontrak of kontrakte aan te gaan met mediese praktisyns, spesialiste, oogkundiges, tandartse, hospitale, verpleeginrigtings of 'n organisasie wat mediese, tandheelkundige of farmaseutiese dienste verskaf;
- (c) alle wettige stappe of dinge te doen of funksies uit te voer wat gepaard gaan met of bevorderlik is vir die bereiking van bogenoemde doelstellings.

6. LIDMAATSKAP

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

7. BEÏNDIGING VAN LIDMAATSKAP

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

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

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

(4) Lidmaatskap van die Fonds eindig—

- (a) sodra 'n lid ophou om in die Nywerheid in diens te wees of sodra hy nie meer deur hierdie Ooreenkoms gedek word nie;
- (b) in die geval van likwidasië van die Fonds ingevolge klousule 14.
- (5) In die geval van 'n lid wie se lidmaatskap ingevolge subklousule (4) (a) eindig, moet die Fonds die eise om bystand wat opgeloo het tot op die datum waarop sy lidmaatskap eindig betaal, in ooreenstemming met die reëls van die Fonds gemaak deur die Bestuursraad kragtens klousule 8 (2).

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

8. ADMINISTRASIE VAN DIE FONDS

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

- (a) Die Fonds se bystand en die kwalifikasies daarvoor;
- (b) die prosedure vir die instel en betaling van eise;
- (c) enige ander aangeleentheid waaroor die Raad kan beslis.
- (2) Die Bestuursraad het die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te wysig. Eksemplare van die reëls en enige wysigings daarvan, wat nie onbestaanbaar met hierdie Ooreenkoms of enige wet mag wees nie, moet by die Direkteur-generaal van Mannekrag ingedien word.

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

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

9. BYDRAES

(1) Elke werkgewer moet op elke betaaldag 20 sent van die loon van elke lid aftrek en voor of op die 15de dag van die maand wat volg op die maand waarin die aftrekkings gedoen is, die totale bedrag stuur aan die Sekretaris van die Fonds, Posbus 3039, Port Elizabeth, of enige ander beampte wat die Bestuursraad aanwys, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf.

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

- (b) to enter into arrangements if deemed necessary by way of a contract or contracts with medical practitioners, specialists, opticians, dentists, hospitals, nursing homes or any organisation providing medical, dental or pharmaceutical services;
- (c) to do or perform all such lawful acts, deeds, things or functions as may be incidental or conducive to the attainment of the abovementioned objects.

6. MEMBERSHIP

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

7. TERMINATION OF MEMBERSHIP

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

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

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

(4) Membership of the Fund shall terminate—

- (a) directly a member ceases to be employed in the Industry or ceases to be covered by this Agreement;
- (b) in the event of the liquidation of the Fund in terms of clause 14.
- (5) In the case of a member whose membership terminates in pursuance of paragraph (a) of subclause (4), the claims for benefits accrued up to the date on which membership terminates, shall be met by the Fund in accordance with the Rules of the Fund made by the Board in terms of clause 8 (2).

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

8. ADMINISTRATION OF THE FUND

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

- (a) the Fund's benefits and the qualifications attaching thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matter which the Board may decide.
- (2) The Board shall have the power to make and alter rules governing the administration of the Fund. Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Director-General of Manpower.

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

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

9. CONTRIBUTIONS

(1) Each employer shall on each pay day deduct 20c from the wages of each member and forward not later than the 15th day of the month following the month during which the deductions were made, the total sum so deducted to the Secretary of the Fund, P.O. Box 3039, Port Elizabeth, or such other official as may be specified by the Board together with a statement in such form as the Board may from time to time prescribe.

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

10. BYSTAND

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

- (a) *Tandheelkundig*.—(i) Sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van 'n volledige kunsgebit is;
- (ii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van 'n onvolledige kunsgebit is;
- (iii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van stoppels en/of herstelwerk aan 'n kunsgebit, maar uitgesonderd goue tande, goue stoppels en gleuwe is;
- (iv) 50 persent van die koste van tandetrek, met uitsondering van narkose:

Met dien verstande dat die Fonds se aanspreeklikheid ten opsigte van elke lid beperk is tot die verskaffing van die bystand in subparagrafe (i), (ii) en (iii) gemeld, by hoogstens een geleentheid gedurende elke tydkring van 18 maande, bereken vanaf die datum waarop elke lid se lidmaatskap begin het.

- (b) *Oogkundig*.—(i) Sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van 'n bril is;
- (ii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent van die koste van herstelwerk aan 'n raam is;
- (iii) sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent is van die koste om lense en/of 'n raam te vervang;
- (iv) 50 persent van 'n spesialis se gelde ten opsigte van die toets van oë en refraksie, op voorwaarde dat die lid deur 'n oogkundige of mediese praktisyn na die spesialis verwys word:

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

- (c) Sodanige bedrag as wat die Bestuursraad van tyd tot tyd mag bepaal, op voorwaarde dat die bedrag minstens 50 persent of hoogstens 75 persent is van daardie gedeelte van die koste van hospitalisasie, behandeling deur spesialiste en operasies wat nie deur die Siektebystandsfonds vir die Leernywerheid, waarvan in klousule 5 (a) melding gemaak word, betaal word nie: Met dien verstande dat die bedrag aldus betaal, hoogstens R80 mag wees vir 'n enkele siekte of ongeskiktheid: Voorts met dien verstande dat die uitdrukking „siekte” of „ongeskiktheid” vir die toepassing van hierdie klousule nie bevallings insluit nie.
- (d) *Gehoortoestelle*.—Die Fonds sal tot R25 vir 'n gehoortoestel betaal: Met dien verstande dat die Fonds se aanspreeklikheid ten opsigte van elke lid beperk is tot die verskaffing van so 'n gehoortoestel hoogstens een keer gedurende elke tydkring van 18 maande gereken vanaf die datum waarop elke lid se lidmaatskap begin het.

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

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

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

11. VRYWARING

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

10. BENEFITS

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

- (a) *Dental*.—(i) Such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the costs of a complete set of dentures;
- (ii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of partials;
- (iii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of fillings and or repairs to dentures but excluding gold teeth, gold fillings and slits;
- (iv) 50 per cent of the cost of extractions, excluding anaesthetics:

Provided that the liability of the Fund in relation to each member shall be limited to the provision of the benefits referred to in subparagraphs (i), (ii) and (iii) on not more than one occasion during each cycle of 18 months, calculated from the date of commencement of membership of each member.

- (b) *Optical*.—(i) Such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of a pair of spectacles;
- (ii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of repairs of frame;
- (iii) such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of the cost of replacing lenses and/or frame;
- (iv) 50 per cent of a specialist's fees in respect of the testing of eyes and refraction, subject to the member being referred to a specialist by an optician or medical practitioner:

Provided that the liability of the Fund in relation to each member shall be limited to the provision of the benefits referred to in subparagraphs (i), (ii) and (iii) on not more than one occasion during each cycle of 18 months calculated from the date of commencement of membership of each member: Provided further that the Fund shall not be liable for the cost of any spectacle frame other than a standard frame.

- (c) Such amount as the Board of Management may, from time to time, decide, subject to the amount not being less than 50 per cent or more than 75 per cent of that portion of the cost of hospitalisation, specialist treatment and operations not met by the Leather Industry Sick Benefit Fund referred to in clause 5 (a): Provided that the amount so paid shall not exceed the sum of R80 in respect of any one illness or incapacity: Provided further that, for the purposes of this clause, the term "illness" or "incapacity" shall not include confinements.
- (d) *Hearing Aids*.—The Fund will pay up to R25 for a hearing aid: Provided that the liability of the Fund in relation to each member shall be limited to the provision of such a hearing aid on not more than one occasion during each cycle of 18 months calculated from the date of commencement of membership of each member.

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

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

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

11. INDEMNITY

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

12. GELDELIKE BEHEER

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

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

- (a) vaste deposito's of spaarrekenings van enige bank of bouvereniging wat in ooreenstemming met die wette van die Republiek van Suid-Afrika beheer word;
- (b) wissels, verbande, sertifikate, obligasies of effekte uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika;
- (c) deposito's in die Pospaarbank van die Republiek van Suid-Afrika;
- (d) effekte van of lenings aan enige plaaslike bestuur in die Republiek, geïnkorporeer of gekonstitueer by of ingevolge 'n algemene of spesiale wet, ordonnansie of statutêre verordening;
- (e) obligasies of effekte van enige waterwerke, elektrisiteitsvoorsieningskorporasie of 'n dergelike korporasie wat by spesiale wetgewing in die Republiek van Suid-Afrika gestig is;
- (f) aandele by bouverenigings; of
- (g) op enige ander wyse deur die Nywerheidsregistrator goedgekeur.

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

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

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

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

13. VERSTRYKING VAN OOREENKOMS

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

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

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

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

14. LIKWIDASIE

By verstryking van die Ooreenkoms met verloop van tyd of om enige ander rede, en tensy dit binne een jaar hernuwe word of vervang word deur 'n ander Ooreenkoms wat die Fonds voortsit, of as die Fonds nie deur die Raad oorgedra word na 'n ander Fonds wat in ooreenstemming met klousule 13 vir dieselfde doel ingestel is nie, moet die Fonds gelikwideer word. By likwidasië van die Fonds moet die geld waarmee die Fonds nog gekrediteer is ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, onder die vakverdelings verdeel word in verhouding tot die getal volwaardige lede van

12. FINANCIAL CONTROL

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

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

- (a) fixed deposits or savings accounts of any bank or building society governed by the laws of the Republic of South Africa;
- (b) bills, bonds, certificates, debentures or stock issued or guaranteed by the Government of the Republic of South Africa;
- (c) deposits in the Republic of South Africa Post Office Savings Bank;
- (d) stock of, or in loans to any local authority in the Republic incorporated or constituted by or under any general or special statute, ordinance or statutory enactment;
- (e) debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;
- (f) building society shares; or
- (g) in any other manner approved by the Industrial Registrar.

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

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

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

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

13. EXPIRY OF THE AGREEMENT

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

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

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

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

14. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within one year it is renewed or replaced by another agreement continuing the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of clause 13 within the said period of one year the Fund shall be liquidated. Upon liquidation of the Fund the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be apportioned between the trade unions in proportion to the

elke vereniging ingevolge die Wet soos op die datum van likwidasië. Met dien verstande dat, vir die toepassing van hierdie klousule die uitdrukking „lede” beperk word tot lede wat deur hierdie Ooreenkoms gedek word. Die Fonds moet gelikwedeer word deur die Bestuursraad wat ingevolge klousule 13 funksioneer of deur die trustees wat ingevolge genoemde klousule aangestel is, na gelang van die geval.

15. BYSTAND IS ONVERVREEMBAAR

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

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

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

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

16. AGENTE

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

17. VRYSTELLINGS

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

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

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

Hierdie Ooreenkoms is namens die partye op hede die 16de dat van April 1982 onderteken.

B. MANCHEVSKY
Lid van die Raad

F. J. J. JORDAAN
Lid van die Raad

J. P. HORN
Sekretaris van die Raad

number of members of each union in good standing in terms of the Act as at the date of liquidation; provided that for the purpose of this clause the expression "members" is limited to those members who were covered by this Agreement. The Fund shall be liquidated by the Board functioning in terms of clause 13 or the trustees appointed in terms of the said clause as the case may be.

15. BENEFITS INALIENABLE

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

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

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

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

16. AGENTS

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

17. EXEMPTIONS

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

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

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption.

This Agreement signed, on behalf of the parties, this 16th day of April 1982

B. MACHEVSKY
Member of the Council

F. J. J. JORDAAN
Member of the Council

J. P. HORN
Secretary of the Council

INHOUD

Departement van Mannekrag

GOEWERMENTSKENNISGEWING

No.	BLADSY
R.1791 Wet op Arbeidsverhoudinge, 1956: Leernywerheid, Republiek van Suid-Afrika: Aanvullende Siektebystandsfondsooreenkoms	1

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