



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3471

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GOEWERMENSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

No. R.1792]

[3 September 1982

No. R.1792]

[3 September 1982

WET OP ARBEIDSVERHOUDINGE, 1956

LABOUR RELATIONS ACT, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-
AFRIKA SIEKTEBYSTANDSFONDSOOREENKOMS

LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA SICK BENEFIT FUND AGREEMENT

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

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

- (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

- (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) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (1) (a), 3 en 12, 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.

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 (1) (a), 3 and 12, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 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 van Mannekrag.

S. P. BOTHA,
Minister of Manpower.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE
LEERNYWERHEID VAN SUID-AFRIKA

SIEKTEBYSTANDSFONDSOOREENKOMS

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, Tanning 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 Leernywer-
heid van Suid-Afrika.

1. WOORDOMSKRYWINGS

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

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

„Distrikskomitee” 'n komitee wat ooreenkomstig die konstitusie van
die Raad gestig is vir die administrasie van ooreenkomstige in 'n be-
paalde gebied;

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

„Skoeiselseksie” van die Leernywerheid daardie seksie van die Leer-
nywerheid waarin werkgewers en werknemers met mekaar geas-
sosieer is—

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

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

„Seksie Algemene Goedere” van die Leernywerheid die seksie van
die nywerheid waarin werkgewers en werknemers met mekaar
geassosieer is—

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

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

(b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stieg-
rieme, militêre uitrusting (uitgesonderd klerasie), inkoop-
sakke, breisakke, Bantoetasse van die tipe wat algemeen
bekend staan as „Xhosasakke”, notebeurse, beursies, hor-
losiebande, polsbande, halsbande en leiband vir honde,
kometersrieme, kruisbande, gordels, kousophouers, kous-
bande, armbande en alle ander dergelyke artikels, afgesien
van die aard daarvan, maar wat as plaasvervangers vir enig-
een van voornoemde artikels bedoel is;

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

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

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

(5) in bedryfsinrigtings waarin daar nie leergoedere vervaardig
word nie, vir die vervaardiging, uit ander materiaal as leer, van—

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER
INDUSTRY OF SOUTH AFRICA

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’ organisa-
tions”), 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 to the National Industrial Council of the Leather In-
dustry of South Africa.

1. DEFINITIONS

All expressions used in this Agreement which are defined in the La-
bour Relations Act, 1956, shall have the same meaning as in that Act;
any reference to an Act shall include any amendments of such Act, and
unless the contrary intention appears, words importing the masculine
gender shall include females; further, unless inconsistent with the con-
text—

“Council” means the National Industrial Council of the Leather In-
dustry 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;

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

“Executive” means the Executive Committee of the Council appoint-
ed in terms of its constitution;

“Footwear Section” of the Leather Industry means the section of the
Industry in which employers and employees are associated—

(1) for the manufacture, mainly from leather, of footwear in-
cluding all types, but not including bespoke made footwear;

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

“General Goods Section” of the Leather Industry means the section
of the Industry in which employers and employees are asso-
ciated—

(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) harnesses, bridles, saddlery, saddle bags, leggings, girths,
stirrup straps, military equipment other than clothing, shop-
ping 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, sus-
penders, garters, armlets and all other like articles, irrespec-
tive of their description but which are designed as substi-
tutes for any of the aforementioned;

(2) in establishments in which leather goods are also manufac-
tured, for the manufacture from materials other than leather of
the articles mentioned in paragraph (1): Provided that this para-
graph 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;

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

- (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, kombersrieme, kruisbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enige 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 paragrafe (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 seilband, 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 die 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 soort 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 sportuitrusting te bevat;

Voorts met dien verstande dat die woord „plastiek” soos in paragraaf (v) vervat enige 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 fasiese geforseer, 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;

„Handsakseksie” van die Leernywerheid, daardie seksie van die Leernywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir dames en/of kinders;

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

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
 - (a) skoeisel, met inbegrip van alle tipes, maar uitgesonderd skoeisel op maat gemaak;
 - (b) dokumenttasse, sakke en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat;
 - (c) tuie, tooms saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klerasie), damesakke, inkoopsakke, breisakke, Bantoetasse van die tipe wat algemeen bekend staan as „Xhosasakke”, notebeurse, beursies, horlosiebande, polsbande, halsbande en leiband vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, wat bedoel is as plaasvervangers vir enige van die hierbo genoem;
 - (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 genoem in paragraaf (1): Met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik van papier gemaak is, insluit nie;
 - (4) vir die vervaardiging van skoeisel van alle tipes uit ander materiaal as leer;
 - (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, vesel, hout, doek, seildoek of kleedstof of enige kombinasie daarvan;
 - (6) vir die vervaardiging van handsakke uit ander materiaal as leer in bedryfsinrigtings waarin leergoedere in paragraaf (1) bedoel, nie vervaardig word nie, maar uitgesonderd die vervaardiging van handsakke—
 - (a) geheel en al of hoofsaaklik uit metaal;
 - (b) uit karton (geriffel al dan nie) en/of papier of 'n samestelling van papier en/of 'n soortgelyke materiaal waarvan enige bestanddeel karton en/of papier en/of 'n bestanddeel van papier is;

- (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 explosive 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, or 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 the 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;

“Handbag Section” of the Leather Industry means the section of the Industry in which employers and employees are associated for the manufacture of ladies’ and/or children’s bags;

“Industry” or “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, Bantu bags of the type commonly known as “Xhosa bags”, wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
 - (2) for the tanning, dressing and fellmongering of hides and skins;
 - (3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1): Provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
 - (4) for the manufacture of all types of footwear from
 - (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 bedryfsinrigtinge 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 seilband, 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 sportuitrusting 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 geforseer, 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;

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

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

„plastiek” enigeen van die groep materiale 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 gegiet, gekalandeer, deurgedruk of gevorm is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

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

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

„loon” die loon wat vir 'n werknemer voorgeskryf word in kolom A van die loonbepalings van die betrokke Ooreenkoms van die Raad: Met dien verstande dat—

- (i) indien 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié in genoemde kolom A voorgeskryf, dit dié hoër bedrag beteken;
- (ii) die eerste voorbehoudsbepaling nie so vertolk moet word dat dit enige besoldigings bedoel of insluit wat 'n werknemer wat in diens is op 'n loonaansporingskema- of stukwerkgrondslag ontvang bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Leernywerheid nagekom word—

- (1) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en daarby betrokke of daarin werksaam 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 explosive 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 or 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;

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

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

“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;

“Secretary of the Council” means the General Secretary of the Council and includes any Assistant Secretary of the Council;

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

“wage” means the wage prescribed for an employee in column A of the wage provisions of the relevant Agreement of the Council: Provided that—

- (i) if an employer regularly pays the employee an amount higher than that prescribed in the said column A, it shall mean such higher amount;
- (ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee who is employed on a wage incentive scheme or piece-work basis receives over and above the amount he would have received if he had not been employed on such basis.

2. SCOPE OF APPLICATION OF AGREEMENT

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

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

- (2) in 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”, dit net in die landdrostdistrikte Bellville, Die Kaap, Goodwood, Durban en Johannesburg nagekom moet word: Voorts met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (7) van die omskrywing van „Nywerheid” of „Leernywerheid”, dit net in die landdrostdistrikte Bellville, Goodwood en Durban nagekom moet word: Voorts met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (8) van die omskrywing van „Nywerheid” of „Leernywerheid”, dit nagekom moet word in die landdrostdistrikte Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort en Die Kaap.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister ingevolge artikel 48 van die Wet vasstel, en bly van krag vir die tydperk wat op 30 April 1987 eindig of vir sodanige tydperk as wat hy bepaal.

4. ADMINISTRASIE

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

Die Fonds bestaan uit—

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

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

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

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

(4) Die Bestuurskomitee het die bevoegdheid om reëls rakende die Fonds ingevolge die Ooreenkoms en die algemene administrasie en finansiering van die Fonds te maak, te wysig en te verander. Kopieë van die reëls en alle wysigings daarvan moet by die Direkteur-generaal, Departement van Mannekrag, ingedien word.

5. KLASSIFIKASIE VAN WERKNEMERS

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

(1) Skoeiselseksie

- Werknemers vir wie lone in Aanhangsel C van Deel I en klousule 1 van Aanhangsel A van Deel II van die Loonooreenkoms vir die Skoeiselseksie, gepubliseer by Goewermentskennisgewing R.1012 van 18 Junie 1976 voorgeskryf word:
 - Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R11,06 is.
 - Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R11,06 dog minder as R16,59 is.
 - Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R16,59 dog minder as R22,11 is.
 - Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R22,11 dog minder as R27,64 is.
 - Groep 5.—Werknemers wie se loon vir 'n gewone week minstens R27,64 dog minder as R33,60 is.
 - Groep 6.—Werknemers wie se loon vir 'n gewone week minstens R33,60 dog minder as R39,60 is.
 - Groep 7.—Werknemers wie se loon vir 'n gewone week minstens R39,60 is.
- Werknemers in die Skoeiselseksie, uitgesonderd dié in paragraaf (a) hierbo gespesifiseer:

- (2) in the Republic of South Africa: Provided that on the operation set forth in paragraph (6) of the definition of “Industry” or “Leather Industry” 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” it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban: Provided further that on the operations set forth in paragraph (8) of the definition of “Industry” or “Leather Industry”, it shall be observed in the Magisterial Districts of Bellville, Germiston, Goodwood, Johannesburg, Middelburg (Transvaal), Pretoria, Roodepoort and The Cape.

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. ADMINISTRATION

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

The Fund shall consist of—

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

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

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

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

(4) The Management Committee shall have the power to make, amend and alter rules governing the Fund in terms of the Agreement and the general administration and financing of the Fund. Copies of the rules and any amendments thereof shall be lodged with the Director General, Department of Manpower.

5. CLASSIFICATION OF EMPLOYEES

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

(1) Footwear Section

- Employees for whom wages are prescribed in Annexure C to Part I and clause 1 of Annexure A to Part II of the Wage Agreement for the Footwear Section as published under Government Notice R.1012 dated 18 June 1976:
 - Group 1.—Employees whose wages for a normal week are less than R11,06.
 - Group 2.—Employees whose wages for a normal week are not less than R11,06 but less than R16,59.
 - Group 3.—Employees whose wages for a normal week are not less than R16,59 but less than R22,11.
 - Group 4.—Employees whose wages for a normal week are not less than R22,11 but less than R27,64.
 - Group 5.—Employees whose wages for a normal week are not less than R27,64 but less than R33,60.
 - Group 6.—Employees whose wages for a normal week are not less than R33,60 but less than R39,60.
 - Group 7.—Employees whose wages for a normal week are not less than R39,60.
- Employees in the Footwear Section other than those specified in paragraph (a) above:

- Groep 1.*—Werknemers wie se loon vir 'n gewone week minder as R10,57 is.
- Groep 2.*—Werknemers wie se loon vir 'n gewone week minstens R10,57 dog minder as R15,86 is.
- Groep 3.*—Werknemers wie se loon vir 'n gewone week minstens R15,86 dog minder as R21,19 is.
- Groep 4.*—Werknemers wie se loon vir 'n gewone week minstens R21,19 dog minder as R26,42 is.
- Groep 5.*—Werknemers wie se loon vir 'n gewone week minstens R26,42 dog minder as R32,37 is.
- Groep 6.*—Werknemers wie se loon vir 'n gewone week minstens R32,37 dog minder as R38,37 is.
- Groep 7.*—Werknemers wie se loon vir 'n gewone week minstens R38,37 is.

(2) *Seksie Algemene Goedere en Handsakseksie*

- Groep 1.*—Werknemers wie se loon vir 'n gewone week minder as R10,81 is.
- Groep 2.*—Werknemers wie se loon vir 'n gewone week minstens R10,81 dog minder as R16,22 is.
- Groep 3.*—Werknemers wie se loon vir 'n gewone week minstens R16,22 dog minder as R21,62 is.
- Groep 4.*—Werknemers wie se loon vir 'n gewone week minstens R21,62 dog minder as R27,03 is.
- Groep 5.*—Werknemers wie se loon vir 'n gewone week minstens R27,03 dog minder as R32,98 is.
- Groep 6.*—Werknemers wie se loon vir 'n gewone week minstens R32,98 dog minder as R38,98 is.
- Groep 7.*—Werknemers wie se loon vir 'n gewone week minstens R38,98 is.

(3) *Looiseksie*

- Groep 1.*—Werknemers wie se loon vir 'n gewone week minder as R12,38 is.
- Groep 2.*—Werknemers wie se loon vir 'n gewone week minstens R12,38 dog minder as R17,79 is.
- Groep 3.*—Werknemers wie se loon vir 'n gewone week minstens R17,79 dog minder as R23,22 is.
- Groep 4.*—Werknemers wie se loon vir 'n gewone week minstens R23,22 dog minder as R28,63 is.
- Groep 5.*—Werknemers wie se loon vir 'n gewone week minstens R28,63 dog minder as R34,58 is.
- Groep 6.*—Werknemers wie se loon vir 'n gewone week minstens R34,58 dog minder as R40,58 is.
- Groep 7.*—Werknemers wie se loon vir 'n gewone week minstens R40,58 is.

6. BYDRAE

(1) Alle werknemers vir wie daar in enige ooreenkoms van die Raad lone voorgeskryf is, moet lede van die Fonds word, en elke werkgewer moet op elke betaaldag van die loon van elke werknemer ondervermelde bedrae aftrek:

- Werknemers in Groep 1: Die bedrag van 30c per week.
 Werknemers in Groep 2: Die bedrag van 36c per week.
 Werknemers in Groep 3: Die bedrag van 43c per week.
 Werknemers in Groep 4: Die bedrag van 57c per week.
 Werknemers in Groep 5: Die bedrag van 58c per week.
 Werknemers in Groep 6: Die bedrag van 61c per week.
 Werknemers in Groep 7: Die bedrag van 69c per week.

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

(3) 'n Werkgewer mag ten opsigte van sy werknemers wat in die Nywerheid werksaam is en vir wie daar nie in enige ooreenkomstige van die Raad lone voorgeskryf is nie, dog wat 'n loon van hoogstens R433 per maand ontvang, op grond van 'n wedersydse ooreenkoms by die Fonds aansoek doen om bydraes van homself en sodanige werknemers (hetsy een of meer van hulle) ooreenkomstig die bepalings van subklousule (1) te aanvaar. Na ontvangs van sodanige aansoek kan die Bestuurskomitee inwillig om bydraes van sodanige werkgewer te aanvaar, en die bepalings van die Ooreenkoms is dan *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing.

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

- Group 1.*—Employees whose wages for a normal week are less than R10,57.
- Group 2.*—Employees whose wages for a normal week are not less than R10,57 but less than R15,86.
- Group 3.*—Employees whose wages for a normal week are not less than R15,86 but less than R21,19.
- Group 4.*—Employees whose wages for a normal week are not less than R21,19 but less than R26,42.
- Group 5.*—Employees whose wages for a normal week are not less than R26,42 but less than R32,37.
- Group 6.*—Employees whose wages for a normal week are not less than R32,37 but less than R38,37.
- Group 7.*—Employees whose wages for a normal week are not less than R38,37.

(2) *General Goods and Handbag Sections*

- Group 1.*—Employees whose wages for a normal week are less than R10,81.
- Group 2.*—Employees whose wages for a normal week are not less than R10,81 but less than R16,22.
- Group 3.*—Employees whose wages for a normal week are not less than R16,22 but less than R21,62.
- Group 4.*—Employees whose wages for a normal week are not less than R21,62 but less than R27,03.
- Group 5.*—Employees whose wages for a normal week are not less than R27,03 but less than R32,98.
- Group 6.*—Employees whose wages for a normal week are not less than R32,98 but less than R38,98.
- Group 7.*—Employees whose wages for a normal week are not less than R38,98.

(3) *Tanning Section*

- Group 1.*—Employees whose wages for a normal week are less than R12,38.
- Group 2.*—Employees whose wages for a normal week are not less than R12,38 but less than R17,79.
- Group 3.*—Employees whose wages for a normal week are not less than R17,79 but less than R23,22.
- Group 4.*—Employees whose wages for a normal week are not less than R23,22 but less than R28,63.
- Group 5.*—Employees whose wages for a normal week are not less than R28,63 but less than R34,58.
- Group 6.*—Employees whose wages for a normal week are not less than R34,58 but less than R40,58.
- Group 7.*—Employees whose wages for a normal week are not less than R40,58.

6. CONTRIBUTIONS

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

- Employees in Group 1: The sum of 30c per week.
 Employees in Group 2: The sum of 36c per week.
 Employees in Group 3: The sum of 43c per week.
 Employees in Group 4: The sum of 57c per week.
 Employees in Group 5: The sum of 58c per week.
 Employees in Group 6: The sum of 61c per week.
 Employees in Group 7: The sum of 69c per week.

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

(3) An employer may, in respect of his employees employed in the Industry for whom wages are not prescribed in any agreements of the Council but who are in receipt of a wage of not more than R433 per month by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provision of subclause (1). Upon such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned.

To the aggregate of the amounts so deducted the employer shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, 6056, or such other official as may be specified by the Council or Executive Committee.

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

7. BYDRAEBOEKE

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

8. SIEKEGELD

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

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

- Groep 1—11c per uur.
- Groep 2—16c per uur.
- Groep 3—22c per uur.
- Groep 4—26c per uur.
- Groep 5—31c per uur.
- Groep 6—36c per uur.
- Groep 7—42c per uur.

Met dien verstande dat—

- (a) daar ten opsigte van die eerste dag waarop 'n werknemer weens siekte afwesig is, geen siekegeld betaal word nie;
- (b) elke sertifikaat wat deur 'n mediese praktisyn uitgereik word 'n geldigheidsduur van sewe dae vanaf die datum van uitreiking het: Met dien verstande dat die Bestuurskomitee in die geval van 'n langdurige siekte 'n sertifikaat van 'n mediese praktisyn kan aanvaar vir sodanige langer tydperk as wat hy bepaal;
- (c) geen betaling vir 'n groter getal ure as dié wat kragtens subklousule (1) hiervan opgeloo het, gedoen mag word nie;
- (d) die uitdrukking „uur” 'n gewone uur beteken wat die werknemer sou gewerk het (afgesien van korttyd of oortyd) indien hy nie van sy werk afwesig was nie;

en voorts met dien verstande dat—

- (i) geen siektebystand aan 'n werknemer betaalbaar is nie indien sy siekte, kwaal of ongesteldheid na die oordeel van die Bestuurskomitee of plaaslike komitee, na gelang van die geval, te wyte is aan wangedrag of oormatige gebruik van sterk drank of verdovingsmiddels of aan beserings wat hy as gevolg van enige vorm van burgerlike oproer of deelname aan openbare opstootjies opgedoen het: Voorts met dien verstande dat die Bestuurskomitee siekegeld kan betaal aan 'n afhanklike of afhanklikes van 'n werknemer wat behandeling, deur die Komitee goedgekeur, vir alkoholisme ondergaan: Voorts met dien verstande dat die Komitee se beslissing in verband met die afhanklike of afhanklikes aan wie betaling gedoen moet word, finaal is;
 - (ii) geen siekegeld betaalbaar is nie ten opsigte van openbare vakansiedae met betaling soos gespesifiseer in enige ooreenkoms van die Raad of ten opsigte van 'n gedeelte van die jaarlikse verlof-tydperk waarvoor 'n werknemer ingevolge enige ooreenkoms van die Raad vakansiebetaling ontvang;
 - (iii) daar geen siekegeld betaalbaar is vir enige siekte ten opsigte waarvan 'n werknemer ingevolge die Ongevallewet, 1941 (soos gewysig), vergoeding ontvang nie;
 - (iv) geen siekegeld betaalbaar is nie ten opsigte van bevallings gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, waartydens 'n bydraer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, op bystand geregtig is.
- (3) Alle nagwerkers wat in die Skoeliseksie, die Seksie Algemene Goedere, die Handsakseksie of die Looiseksie van die Leernywerheid werksaam is, moet bystand ontvang asof hulle dagwerkers is wat gewoonlik die ure werk soos vir dagwerkers voorgeskryf in die Ooreen-

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

7. CONTRIBUTION BOOKS

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

8. SICK PAY

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

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

- Group 1—11c per hour.
- Group 2—16c per hour.
- Group 3—22c per hour.
- Group 4—26c per hour.
- Group 5—31c per hour.
- Group 6—36c per hour.
- Group 7—42c per hour.

Provided that—

- (a) no sick pay shall be paid in respect of the first day of absence through illness;
- (b) each certificate issued by a medical practitioner shall have a currency of seven days from the date of issue: Provided that the Management Committee may, in the event of lengthy illness, accept the certificate of a medical practitioner for such longer period as it may determine;
- (c) no payment in excess of the number of hours accrued in terms of subclause (1) hereof shall be payable;
- (d) the term “hour” shall mean an ordinary hour which would have been worked by the employee (regardless of short-time or overtime) had not been absent from work;

and provided further that—

- (i) no sick pay benefits shall be paid to an employee whose illness, affliction, or disease is in the opinion of the Management Committee or local committee, as the case may be, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots: Provided further that the Management Committee may pay sick pay to a dependant or dependants of an employee who is undergoing treatment approved by the Committee for alcoholism: Provided further that the Committee's decision regarding the dependant or dependants to whom payment is to be made shall be final;
- (ii) no sick pay shall be payable in respect of paid public holidays as specified in any agreement of the Council, or in respect of any portion of the annual leave period for which an employee receives holiday pay in terms of any agreement of the Council;
- (iii) no sick pay shall be payable for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941, as amended;
- (iv) no sick pay shall be payable in respect of confinements during the period of four weeks prior to and eight weeks subsequent to the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941.

(3) All night workers employed in the footwear or general goods or handbag or tanning sections of the Leather Industry shall be paid benefits as though they were day workers normally working the hours of

koms vir onderskeidelik die Skoeiselseksie, die Sektie Algemene Goedere, die Handsakseksie en die Looiseksie.

- (4) (a) Behoudens paragraaf (b) van hierdie subklousule, is geen siekegeld aan 'n werklose bydraer betaalbaar nie: Met dien verstande dat 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siekegeld ontvang, nog siekegeld moet ontvang totdat die getal ure wat hom toekom, verbruik is, of totdat 13 weke na die laaste dag van sy diens verstryk het, na gelang van wat die vroegste datum is; en voorts met dien verstande dat sodanige mediese sertifikate as wat in hierdie Ooreenkoms voorgeskryf, ingedien word.
- (b) Geen siekegeld of ander bystand word aan werklose bydraers betaal nie gedurende dié tydperk waarin hulle aanspraak het op voordele ingevolge die Werkloosheidsversekeringswet, 1966.
- (c) Indien 'n werklose bydraer binne 'n tydperk van 13 weke vanaf die datum waarop hy werkloos geword het, opnuut in die Leer-nywerheid aangestel word, word hy geag sonder onderbreking in diens te gewees het en behou hy die getal ure vir siekegeld wat hy te goed gehad het op die datum waarop hy werkloos geword het, en word hy deur sy nuwe werkgever daarmee gekrediteer. Indien 'n werklose bydraer weer tot die Nywerheid toetree nadat 'n tydperk van 13 weke verstryk het, word hy vir die doel van hierdie Fonds geag 'n nuwe werknemer in die Nywerheid te wees.

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

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

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

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

9. MEDIESE EN FARMASEUTIESE BYSTAND

(1) Behoudens die opdragte van die Bestuurskomitee en klousules 4 (4) en 10 is 'n bydraer geregtig op—

- (a) algemene mediese behandeling deur die mediese beampte wat deur die Fonds aangewys is, uitgesonder kraambehandeling, maar met inbegrip van sodanige dienste as wat die mediese beampte bereid is om binne die bestek van die Fonds te lewer;
- (b) inspuittings, uitgesonderd inenting en immunisering, wat deur die mediese beampte toegedien word;
- (c) die verskaffing van medisyne, medikamente en velwater, maar uitgesonderd patente medisyne en voedseladditieffo, op grond van 'n voorskrif deur die mediese beampte onderteken.

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

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

work prescribed for day workers in the Agreements for the footwear, general goods, handbag and tanning sections respectively.

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

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

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

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

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

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

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

9. MEDICAL AND PHARMACEUTICAL BENEFITS

(1) Subject to the directions of the Management Committee and the provisions of clauses 4 (4) and 10, a contributor shall be entitled to—

- (a) general medical attention from the medical officer appointed by the Fund, except confinement, but including such work as the medical officer may consent to perform within the scope of the Fund;
- (b) injections, excluding vaccination and preventative injections, administered by the medical officer;
- (c) supply of medicines, drugs and lotions, but excluding patent medicines and food supplements, on the authority of a prescription signed by the Medical Officer.

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

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

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

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

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

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

10. IDENTIFIKASIEKAARTE

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

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

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

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

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

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

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

11. GELDELIKE BEHEER

- (1) (a) Die betaling van siektebystand moet gestaak word wanneer die batige saldo van die Fonds benede R3 000 daal en die betalings moet dan nie hervat word nie tot tyd en wyl die Fonds se batige saldo weer die R5 000-kerf bereik het. Wanneer die Fonds se batige saldo benede R3 000 daal, moet die Sekretaris die werkgewers onmiddellik daarvan in kennis stel, en sodra die betaling van siektebystand weer hervat word, moet die Sekretaris die werkgewers ook daarvan verwittig.
- (b) Die Bestuurskomitee het die bevoegdheid om te eniger tyd farmaseutiese bystand na goedgefinke op te skort en moet in elk geval farmaseutiese bystand aldus opskort sodra die Fonds se batige saldo tot benede R12 000 daal, en in dié geval moet die betaling van sodanige bystand nie hervat word nie tot tyd en wyl die Fonds se batige saldo weer die kerf van R15 000 bereik het.
- (c) Indien dit nodig blyk om die betaling van farmaseutiese voordele op te skort, moet die Sekretaris die mediese beamptes en die aptekers van sodanige opskorting in kennis stel, en sodra sodanige betaling hervat word, moet hy die mediese beamptes en aptekers ook dienooreenkomstig verwittig.
- (d) Die bydraeboeke wat aan bydraers uitgereik word, is nie oordraagbaar nie. Indien 'n bydraer te sterwe kom, moet sy werkgewer sy bydraeboek aan die Bestuurskomitee terugbesorg.
- (e) Die Sekretaris moet so gou moontlik na 31 Desember van elke jaar 'n staat opstel waarop gelde wat ontvang is, en besonderhede van uitgawe oor die 12 maande geëindig 31 Desember, verskyn. Sodanige staat moet ter ouditering aan 'n openbare reken-

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

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

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

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

10. IDENTIFICATION CARDS

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

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

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

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

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

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

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

11. FINANCIAL CONTROL

- (1) (a) Sick pay benefits shall cease whenever the amount standing to the credit of the Fund falls below R3 000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R5 000. Employers shall be advised by the Secretary immediately the amount standing to the credit of the Fund falls below R3 000 and the Secretary shall also advise employers as soon as the payment of sick pay may be recommenced.
- (b) The Management Committee shall at its discretion at any time have the power to suspend pharmaceutical benefits and shall in any event be obliged to so suspend pharmaceutical benefits whenever the amount standing to the credit of the Fund falls below R12 000, and in the latter instance such benefits shall not be reinstated until the amount standing to the credit of the Fund has reached the sum of R15 000.
- (c) In the event of it being necessary to suspend pharmaceutical benefits, the Secretary shall advise the medical officers and the pharmacists that such benefits have been suspended and he shall also advise the medical officers and pharmacists as soon as such benefits are reinstated.
- (d) The contribution books issued to contributors are not transferable. In the event of the death of a contributor, his employer shall return his contribution book to the Management Committee.
- (e) The Secretary shall, as soon as possible after 31 December in each year, prepare a statement showing moneys received and details of expenditure during the 12 months ended on 31 December. Such statement shall be submitted for audit to a public ac-

meester wat deur die Bestuurskomitee aangewys is, voorgelê en saam met die ouditeur se verslag by die Raad ingedien word.

- (f) Die geouditeerde staat en die openbare rekenmeester se verslag daaroor moet by die hoofkantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die datum in paragraaf (c) genoem, aan die Sekretaris van Arbeid gestuur word.
- (g) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan is, word teen die Fonds in rekening gebring.
- (2) (a) Alle geld wat in die Fonds inbetaal word, moet gedeponeer word in 'n spesiale rekening wat op naam van die Fonds by 'n deur die Raad goedgekeurde bank geopen is.
- (b) Alle geld wat na die Bestuurskomitee se oordeel meer is as wat hy nodig het, kan by 'n bank of geregistreerde bouvereniging gedeponeer of in Nasionale Spaarsertifikate belê word, mits daar voldoende geld sodanig likwied gehou word dat die Komitee in staat is om te eniger tyd sy verpligtinge na te kom sodra dit van hom verlang word.
- (c) Alle betalings uit die Fonds moet geskied per tjek, wat teen die rekening van die Fonds getrek is. Sodanige tjeks moet onderteken word deur twee persone wat behoorlik deur die Bestuurskomitee daartoe gemagtig is.

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

(4) Indien die Raad ontbind sou word of sou ophou funksioneer gedurende dié tydperk waarin hierdie Ooreenkoms ingevolge die bepalinge van die Wet van krag is, moet die Bestuurskomitee of sodanige ander persoon as wat die Registrateur aanwys, die Fonds verder administreer, en word die lede van die Komitee soos hy bestaan op die datum waarop die Raad ophou funksioneer of ontbind word, vir hierdie doel geag die lede daarvan te wees: Met dien verstande egter dat indien daar 'n vakature in die Komitee ontstaan, dit deur die Registrateur gevul kan word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die ledetal van die Komitee uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers en hul sekundi bestaan. Indien sodanige Komitee nie in staat is nie of onwillig is om sy pligte te vervul of indien hy voor 'n dooie punt te staan sou kom wat die administrasie van die Fonds volgens die Registrateur se oordeel ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel wat die pligte van die Komitee moet uitvoer en vir sodanige doel al die bevoegdhede van die Komitee besit. Indien die Raad alreeds sou opgehou het om te bestaan op sodanige datum wanneer hierdie Ooreenkoms verval, moet die Fonds gelikwied word op die wyse in subklousule (5) voorgeskryf, en as die sake van die Raad op dié datum alreeds afgewikkel en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

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

12. AGENTE

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

13. VRYSTELLINGS

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

Hierdie Ooreenkoms is namens die partye op hede die 16de dag 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

countant appointed by the Management Committee and submitted to the Council together with the auditor's report.

- (f) The audited statement and the public accountant's report thereon shall lie for inspection at the head office of the Council and copies of them shall be sent to the Secretary for Labour within three months after the date mentioned in paragraph (c).
- (g) All expenses incurred in the administration of the Fund shall be a charge upon the Fund.
- (2) (a) All moneys paid into the Fund shall be deposited in a special account to be opened in the name of the Fund at a bank approved by the Council.
- (b) All moneys regarded by the Management Committee as being surplus to its requirements may be placed on deposit with a bank or registered building society or may be invested in National Savings Certificates: Provided that sufficient money is kept in such liquid form as will enable the Committee to meet its liabilities immediately it is called upon to do so.
- (c) All payments from the Fund shall be by cheque on the Fund's account. Such cheques shall be signed by two persons duly authorised thereto by the Management Committee.
- (3) Should this Agreement expire through effluxion of time, or for any other reason, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose so that for which the Fund was originally established: Provided that in the event of this Agreement not being renewed or the Fund not being transferred as set out above within 18 months of the expiry of this Agreement the Fund shall be liquidated as provided for in subclause (5).

(4) In the event of the dissolution of the Council or in the event of its ceasing to function during the period for which this Agreement is binding in terms of the Act, the Management Committee or such other person as the Registrar may designate shall continue to administer the Fund and the members of the Committee existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Registrar from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purposes. Should the Council be no longer in existence as at the date of expiration of this Agreement, the Fund shall be liquidated in the manner set forth in subclause (5) and if upon that date the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(5) Upon liquidation of the Fund in terms of subclause (3) of this clause, the moneys remaining to the credit of the Fund after payment of all claims against its Fund including administration and liquidation expenses, shall be paid into the funds of the Council.

12. AGENTS

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such inquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

13. EXEMPTIONS

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

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

B. MANCHEVSKY,
Member of the Council

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

J. P. HORN
Secretary of the Council

No. R.1793]

[3 September 1982

WET OP ARBEIDSVERHOUDINGE, 1956

LEERNYWERHEID
REPUBLIEK VAN SUID-AFRIKAINTREKKING VAN GOEWERMENTSKENNIS-
GEWINGS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings R.401, R.402 en R.404 van 29 Februarie 1980, R.1758 van 29 Augustus 1980, R.419 van 27 Februarie 1981, R.1592 van 31 Julie 1981, R.2658, en R.2659 van 4 Desember 1981 en R.634 en R.635 van 2 April 1982, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA,
Minister van Mannekrag.

No. R.1793]

[3 September 1982

LABOUR RELATIONS ACT, 1956

LEATHER INDUSTRY
REPUBLIC OF SOUTH AFRICACANCELLATION OF GOVERNMENT
NOTICES

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R.401, R.402 and R.404 of 29 February 1980, R.1758 of 29 August 1980, R.419 of 27 February 1981, R.1592 of 31 July 1981, R.2658 and R.2659 of 4 December 1981 and R.634 and R.635 of 2 April 1982, with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA,
Minister of Manpower.

INHOUD**Departement van Mannekrag****GOEWERMENSKENNISGEWINGS**

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