



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

(REGULATION GAZETTE No. 363)

Prys 10c Price
 Oorsee 15c Overseas
 POSVRY - POST FREE

(REGULASIEKOERANT No. 363)

VOL. XIII.]

PRETORIA, 3 JULIE
 3 JULY 1964.

[No. 846.]

GOEWERMENTSKENNISGEWING.**DEPARTEMENT VAN ARBEID.**

No. R. 1016.] [3 Julie 1964.
 WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, REPUBLIEK VAN SUID-
 AFRIKA.

SIEKTEBYSTANDSFONDS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
 verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3 en 12, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 (a), 3 en 12, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
 Minister van Arbeid.

GOVERNMENT NOTICE.**DEPARTMENT OF LABOUR.**

No. R. 1016.] [3 July 1964.
 INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, REPUBLIC OF SOUTH
 AFRICA.

SICK BENEFIT FUND.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
 hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Leather Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3 and 12, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Republic of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Republic of South Africa and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 2 (a), 3 and 12, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
 Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen—

- (a) The Midland and Border Leather Industry Manufacturers' Association;
 - (b) The Cape Western and North-Western Leather Industries Employers' Association;
 - (c) The Transvaal Footwear, Tanning and Leather Trades Association;
 - (d) The Natal Footwear, Tanning and General Leather Manufacturers' Associations;
 - (e) The South-Western Districts Leather Industries Association;
 - (f) South African Tanning Employers' Organisation
- (hieronder die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en—
- (g) The Natal Union of Leather Workers;
 - (h) The Transvaal Leather and Allied Trades' Industrial Union; en
 - (i) The Trunk and Box Workers' Industrial Union (Transvaal)
- (hieronder 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 Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoelings olyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

- "vakleerling" 'n werknemer wat gebind word deur 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees;
- "Raad" die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika wat ingevolge artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;
- "distrikskomitee" 'n komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die administrasie van Ooreenkomste in 'n bepaalde gebied;
- "Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;
- "skoeiselaafdeling" van die Leernywerheid daardie afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—
 - (1) vir die vervaardiging, hoofsaaklik van leer, van skoeisel van alle tipes maar uitgesonderd skoeisel wat op maat gemaak is;
 - (2) vir die vervaardiging van skoeisel van alle tipes van ander materiaal as leer;
- "afdeling algemene goedere" van die Leernywerheid daardie afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—
 - (1) vir die vervaardiging, hoofsaaklik van leer, van—
 - (a) dokumenttasse, sakke en alle ander houters wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
 - (b) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting uitgesonderd klere, inkooptasse, breisakke, Naturelletasse van die tipe wat algemeen bekend staan as „Xhosasakke”, notetassies, beursies, oorlosiebande, polsbande, halsbande vir honde, leiband vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle soortgelyke artikels, van watter slag ook al, wat bedoel is as plaasvervangers vir engeen van voornoemde artikels;
 - (2) in bedryfsinrigtings waarin leergoedere ook vervaardig word, vir die vervaardiging, van ander soorte materiaal as leer, van die artikels in paragraaf (1) genoem; met dien verstande dat hierdie paragraaf nie die vervaardiging van inkooptasse wat hoofsaaklik van papier gemaak is, insluit nie;
 - (3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;
- "handsakafdeling" van die Leernywerheid daardie afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging van handsakke vir dames en/of kinders;

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

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

1. DEFINITIONS.

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

- "apprentice" means an employee who is bound by a written contract of apprenticeship, registered or deemed to have been registered under the Apprenticeship Act, 1944, as amended;
- "Council" means the National Industrial Council of the Leather Industry of South Africa registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956, as amended;
- "district committee" means a committee established in accordance with the constitution of the Council for the administration of Agreements in a particular area;
- "Executive" means the Executive Committee of the Council appointed in terms of its constitution;
- "footwear section" of the Leather Industry means the section of the Industry in which employers and employees are associated—
 - (1) for the manufacture mainly from leather of footwear including all types, but not including bespoke made footwear;
 - (2) for the manufacture of all types of footwear from materials other than leather;
- "general goods section" of the Leather Industry means the section of the Industry in which employers and employees are associated—
 - (1) for the manufacture mainly from leather of—
 - (a) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (b) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, shopping bags, knitting bags, Native bags of the type commonly known as "Xosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles irrespective of their description but which are designed as substitutes for any of the aforementioned;
 - (2) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1) provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
 - (3) for the manufacture of travelling requisites, including trunks mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;
- "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;

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

- (1) vir die vervaardiging, hoofsaaklik van leer, van—
 - (a) skoeisel van alle tipes, uitgesonderd skoeisel op maat;
 - (b) dokumenttaske, sakke en alle ander houers wat bedoel is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te hou;
 - (c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegriem, militêre uitrusting uitgesonderd klere, dameshandsakke, inkoopkasse, breisakke, Naturelle-tasse van die tipe wat algemeen bekend staan as "Xhosasakke", notetassies, beursies, oorlosiebande, polsbande, halsbande vir honde, leibande vir honde, kombesrieme, kruisbande, kousophouers, kousbande, armbande en alle soortgelyke artikels, van watter slag ook al, wat bedoel is as plaasvervangers vir enigeen van voornoemde artikel;
- (2) vir die looi, dresseer en/of bloting van huide en velle;
- (3) in bedryfsinrigting waarin leergoedere ook vervaardig word, vir die vervaardiging, van ander materiaal as leer, van die artikels genoem in paragraaf (1); mēt dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopkasse wat hoofsaaklik van papier gemaak is, insluit nie;
- (4) vir die vervaardiging van alle tipes skoeisel van ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik van leer, vesel, hout, doek, seildoek of weefstof of 'n kombinasie daarvan;

"gewone week" die maksimum tydperk, binne die werkweek van 'n bedryfsinrigting, wat 'n werknemer mag werk sonder op oortydbesoldiging geregtig te word;

"Sekretaris van die Raad" die Algemene Sekretaris van die Raad en ook 'n Assistent-sekretaris van die Raad;

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms—

- (a) moet nagekom word deur alle lede van die werkgewers-organisasies en van die vakverenigings wat by die Nywerheid betrokke is; en
- (b) is op vakleerlinge van toepassing vir sover dit nie met die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens geregistreer is of geag word geregistreer te wees of met 'n voorwaarde wat daarkragtens gestel is of geag word gestel te wees, onbestaanbaar is nie;

in die Republiek van Suid-Afrika.

3. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy mag bepaal.

4. ADMINISTRASIE.

(1) Hierby word 'n Siektebystandsfonds gestig met die doel om bystand soos omskryf in klousule 8 en 9 hiervan, te verleen aan werknemers wat in 'n toestand van swak gesondheid verkeer.

Die Fonds bestaan uit—

- (a) die Fonds wat ingevolge die Ooreenkoms gepubliseer in die Bylae van Goewermentskennisgewing No. 242 van 10 Februarie 1961, gestig is en wat hierby by hierdie Fonds ingelyf word;
- (b) bydraes wat ooreenkomstig hierdie Ooreenkoms aan die Fonds betaal word;
- (c) die rente ontvang uit die belegging van gelde van die Fonds;
- (d) alle ander gelde waarop die Fonds geregtig mag word.

(2) Die Fonds word beheer deur 'n Bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers, drie verteenwoordigers van die werknemers wat ooreenkomstig die konstitusie van die Raad deur die Raad aangestel word uit sy geledere. 'n Sekundus mag ten opsigte van elke verteenwoordiger aangestel word. Indien die Bestuurskomitee om enige rede nie in staat is 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 ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms geld, die Fonds geadmistreer moet word soos in subklousule (4) van klousule 11 van hierdie Ooreenkoms bepaal.

(3) Die Raad mag ooreenkomstig sy konstitusie, plaaslike komitees uit sy geledere aanstel om te help met die administrasie van die Fonds. Die Raad moet die regsgebied van elke komitee omskryf.

Elke plaaslike komitee bestaan uit minstens een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers.

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

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

(1) for the manufacture mainly from leather of—

- (a) footwear, including all types, but not including bespoke made footwear;
- (b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
- (c) harness, bridles, saddlery, saddle bags, leggings girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Native bags of the type commonly known as "Xosa 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/or fellmongering of hides and skins;
- (3) in establishments in which leather goods are also manufactured, for the manufacture from materials other than leather of the articles mentioned in paragraph (1); provided that this paragraph does not include the manufacture of shopping bags made mainly of paper;
- (4) for the manufacture of all types of footwear from materials other than leather;
- (5) for the manufacture of travelling requisites, including trunks mainly from leather, fibre, wood, cloth, canvas or fabric or any combination thereof;

"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;

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

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

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

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

in the Republic of South Africa.

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 forty-eight of the Act, and shall remain in force for a period of three years, or such period as may be determined by him.

4. ADMINISTRATION.

(1) There shall be established a Sick Fund, the purpose of which shall be the provision of benefits as defined in clauses 8 and 9 hereto of employees who are in a condition of ill-health. The Fund shall consist of—

- (a) the Fund established pursuant to the Agreement published in the Schedule to Government Notice No. 242 dated 10th February, 1961, which is hereby incorporated in this Fund;
- (b) contributions paid into the Fund in accordance with this Agreement;
- (c) interest derived from the investment of any moneys of the Fund;
- (d) any other moneys to which the Fund may become entitled.

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

(3) Local 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 Local Committee shall consist of not less than one representative of employers and one representative of employees.

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

5. INDELING VAN WERKNEMERS.

Vir die toepassing van hierdie Ooreenkoms word die werknemers in die volgende groepe ingedeel:—

(1) Skoelafdeling.

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R4.80 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R4.80 maar minder as R7.20 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R7.20 maar minder as R9.60 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R9.60 is.

(2) Afdeling Algemene Goedere.

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R7.80 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R7.80 maar minder as R11.70 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R11.70 maar minder as R15.60 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R15.60 is.

(3) Handsakafdeling.

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R7.80 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R7.80 maar minder as R11.70 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R11.70 maar minder as R15.60 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R15.60 is.

(4) Looiafdeling.

Groep 1.—Werknemers wie se loon vir 'n gewone week minder as R9.60 is.

Groep 2.—Werknemers wie se loon vir 'n gewone week minstens R9.60 maar minder as R13.80 is.

Groep 3.—Werknemers wie se loon vir 'n gewone week minstens R13.80 maar minder as R18.00 is.

Groep 4.—Werknemers wie se loon vir 'n gewone week minstens R18.00 is.

“Loon” beteken die basiese weekloon (uitgesonderd lewenskostoelae, oortydbesoldiging of enige aanvullende loon) wat vir 'n werknemer voorgeskryf word in 'n ooreenkoms van die Raad of die gewone weekloon (uitgesonderd lewenskostoelae, oortydbesoldiging of enige aanvullende loon) wat 'n werknemer ontvang vir wie lone voorgeskryf is soos voornem, naamlik die grootste bedrag.

6. BYDRAES.

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

Werknemer in Groep 1: Die bedrag van 6c.

Werknemer in Groep 2: Die bedrag van 8c.

Werknemer in Groep 3: Die bedrag van 9c.

Werknemer in Groep 4: Die bedrag van 11c.

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

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, hieronder “bydraers” genoem, 'n bydraeboek soos deur die Bestuurskomitee voorgeskryf, in goeie orde hou en sodanige boek van genoemde komitee verkry. Die werkgever moet die naam van die werknemer en sy nommer in die Voorsoersfonds 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 bydraes inskryf in die bydraeboek van elke bydraer wat in sy diens is.

8. SIEKTEBESOLDIGING.

(1) Vir elke bydrae van 'n bydraer word sodanige bydraer gekrediteer met 8 uur se bystand tot 'n maksimum van 416 uur; met dien verstande dat waar die getal ure waarmee 'n bydraer gekrediteer is, verminder word vanweë die betaling van siektebesoldiging ingevolge subklousule (2) hiervan, word die batige saldo wat in die krediet van die bydraer staan, verhoog met 8 uur vir elke verdere bydrae tot 'n maksimum van 416 uur; en voorts met dien verstande dat, vir die toepassing van hierdie Ooreenkoms, die bydraes soos hierin bedoel, alle bydraes insluit wat deur die betrokke werknemer aan die Fonds betaal is ooreenkomstig enige vorige Ooreenkoms van die Raad.

5. CLASSIFICATION OF EMPLOYEES.

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

(1) Footwear Section.

Group 1.—Employees whose wages for a normal week are less than R4.80.

Group 2.—Employees whose wages for a normal week are not less than R4.80 but less than R7.20.

Group 3.—Employees whose wages for a normal week are not less than R7.20 but less than R9.60.

Group 4.—Employees whose wages for a normal week are not less than R9.60.

(2) General Goods Section.

Group 1.—Employees whose wages for a normal week are less than R7.80.

Group 2.—Employees whose wages for a normal week are not less than R7.80 but less than R11.70.

Group 3.—Employees whose wages for a normal week are not less than R11.70 but less than R15.60.

Group 4.—Employees whose wages for a normal week are not less than R15.60.

(3) Handbag Section.

Group 1.—Employees whose wages for a normal week are less than R7.80.

Group 2.—Employees whose wages for a normal week are not less than R7.80 but less than R11.70.

Group 3.—Employees whose wages for a normal week are not less than R11.70 but less than R15.60.

Group 4.—Employees whose wages for a normal week are not less than R15.60.

(4) Tanning Section.

Group 1.—Employees whose wages for a normal week are less than R9.60.

Group 2.—Employees whose wages for a normal week are not less than R9.60 but less than R13.80.

Group 3.—Employees whose wages for a normal week are not less than R13.80 but less than R18.00.

Group 4.—Employees whose wages for a normal week are not less than R18.00.

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

6. CONTRIBUTIONS.

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

Employee in Group 1: The sum of 6c.

Employee in Group 2: The sum of 8c.

Employee in Group 3: The sum of 9c.

Employee in Group 4: The sum of 11c.

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

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”, a contributions book as prescribed by the Management Committee which he shall obtain from that committee. He shall enter in each book the name of the employee, and his Leather Provident Fund number. On each pay day he shall enter in the contributions book of each contributor employed by him the amount contributed by and in respect of the contributor in terms of clause 6 and the date of such contributions.

8. SICK PAY.

(1) For each contribution made by a contributor, 8 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 sub-clause (2) hereof, the balance remaining to the credit of the contributor shall be increased by 8 hours for each further contribution up to the maximum of 416 hours; and provided further that for the purpose of this Agreement the contributions referred to herein shall include any contributions made by the employee concerned to the Fund under any previous Agreement of the Council.

(2) 'n Werkgewer moet, wanneer hy van 'n werknemer 'n sertifikaat ontvang waarin verklaar word dat sodanige werknemer weens siekte nie in staat is om te werk nie, aan sodanige werknemer, siektebesoldiging betaal volgens die groep waarin hy laas bygedra het, en vir elke uur afwesigheid gedurende die gewone week moet die volgende betaal word:—

- Groep 1.—6c per uur.
- Groep 2.—10c per uur.
- Groep 3.—13c per uur.
- Groep 4.—17c per uur.

Met dien verstande dat—

- (a) geen siektebesoldiging ten opsigte van die eerste dag afwesigheid weens siekte betaal word nie;
- (b) elke sertifikaat wat deur 'n geneeskundige praktisyn uitgereik word, 'n looptyd van sewe dae het vanaf die datum van uitreiking; met dien verstande dat die Bestuurskomitee in die geval van 'n langdurige siekte 'n sertifikaat van 'n geneeskundige praktisyn mag aanvaar vir dié langer tydperk wat hy mag bepaal;
- (c) geen betaling vir 'n groter getal ure as dié wat kragtens subklousule (1) hiervan opgeloopt het, betaalbaar is nie;
- (d) die uitdrukking "uur" 'n gewone uur beteken wat die werknemer sou-gewerk het (afgesien van korttyd of oortyd) as hy nie van sy werk afwesig was nie;

en voorts met dien verstande dat—

- (i) geen siektebystand aan 'n werknemer betaal mag word nie as sy siekte, kwaal of ongesteldheid na die mening van die Bestuurskomitee of plaaslike komitee, na gelang van die geval, te wyte is aan wangedrag of buitensporige gebruik van sterk drank of verdovingsmiddels of aan beserings wat hy opgedoen het as gevolg van enige vorm van burgerlike oproer of openbare opstootjies;
- (ii) geen siektebesoldiging betaalbaar is nie ten opsigte van dié openbare vakansiedae met besoldiging soos gespesifiseer in enige ooreenkoms van die Raad of ten opsigte van 'n gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer vakansiebesoldiging ooreenkomstig enige ooreenkoms van die Raad ontvang;
- (iii) geen siekteverlof betaalbaar is nie vir enige siekte ten opsigte waarvan 'n werknemer vergoeding ingevolge die Ongevallewet, 1941, soos gewysig, ontvang;
- (iv) geen siektebesoldiging betaalbaar is nie ten opsigte van bevallings gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, waarin 'n bydraer geregtig is op bystand kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig.

(3) Alle nagwerkers wat in die skoeiselfdeling of die afdeling algemene goedere of die handsak- of looiafdeling van die Leer-nywerheid werksaam is, moet voordele betaal word asof hulle dagwerkers is wat gewoonlik die ure werk soos vir werkers voorgeskryf in die ooreenkoms vir die skoeiselfdeling, afdeling algemene goedere, handsak- en looiafdeling.

(4) (i) Behoudens die bepalinge van subparagraaf (ii) van hierdie subklousule, is geen siektebesoldiging betaalbaar nie aan 'n bydraer wat werkloos is; met dien verstande dat 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siektebesoldiging ontvang, nog siektebesoldiging betaal moet word totdat die getal ure wat hom toekom, uitgeput is of totdat dertien weke na die laaste dag van sy diens verstryk het, naamlik die vroegste datum en voorts met dien verstande dat dié mediese sertifikate voorgelê word wat in die Ooreenkoms voorgeskryf word.

(ii) Geen siektebesoldiging of ander bystand word aan werklose bydraers betaal nie gedurende dié tydperk waarin hulle geregtig is om voordele ingevolge die Werkloosheidsversekeringswet van 1946, soos gewysig, te ontvang.

(iii) Ingeval 'n werklose bydraer verdere werk in die Leer-nywerheid verkry binne 'n tydperk van 13 weke vanaf die datum waarop sodanige bydraer werkloos geword het, word hy geag vir 'n aanenlopende tydperk in diens te gewees het en behou hy die getal ure vir siektebystand wat op die datum waarop hy werkloos geword het, in sy krediet gestaan het en plaas sy nuwe werkgever dit in sy krediet. Ingeval 'n werklose bydraer weer tot die Nywerheid toetree na verloop van sodanige tydperk van 13 weke, word hy vir die doel van hierdie Fonds geag 'n nuwe werknemer in die Nywerheid te wees.

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

(2) An employer shall on receipt from an employee of a certificate, certifying that such employee is incapable of work due 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: 6c per hour.
- Group 2: 10c per hour.
- Group 3: 13c per hour.
- Group 4: 17c 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 7 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 sub-clause (1) hereof shall be payable;
- (d) the term "hour" means an ordinary hour which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work;

and provided further that—

- (i) no sick pay benefits shall be paid to an employee whose illness, affliction, or disease is, in the opinion of the Management Committee or local committee, as the case may be, attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;
- (ii) no sick pay shall be payable in respect of paid public holidays as specified in any agreement of the Council, or in respect of any portion of the annual leave period for which an employee receives holiday pay in terms of any Agreement of the Council;
- (iii) no sick pay shall be payable for any illness in respect of which an employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941, as amended;
- (iv) no sick pay shall be payable in respect of confinements during the period 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, as amended.

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

(4) (i) Subject to the provisions of sub-paragraph (ii) of this sub-clause 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 sick pay 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 the Agreement.

(ii) 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 of 1946, as amended.

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

(5) Not later than the seventh day of each month every employer who has made payment to an employee in terms of sub-clause (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 so paid, the employer shall be liable to repay the amount to the Council.

Ondanks andersluidende bepalings in hierdie subklousule, mag daar nie van die Bestuurskomitee vereis word nie om 'n staat wat nie binne 'n tydperk van vier (4) maande vanaf die datum waarop sodanige staat ingevolge hierdie subklousule deur die werkgewer ingesluit moes gewees het, aan die Bestuurskomitee gestuur en deur hom ontvang is, as geldig te erken nie en rus daar op die Bestuurskomitee ook geen verpligting om die bedrag of bedrae wat kragtens sodanige staat geëis word, aan die werkgewer terug te betaal nie.

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

9. MEDIESE EN FARMASEUTIESE VOORDELE.

(1) Behoudens die bepalings van klousule 10, is 'n werknemer geregtig op—

- (i) algemene mediese behandeling deur die mediese beampte wat deur die Fonds aangestel is, met uitsondering van behandeling vir 'n bevalling maar met inbegrip van dié werk wat die mediese beampte mag toestem om binne die bestek van die Fonds te verrig;
- (ii) inspuitings, uitgesonderd entstofinspuitings en voorkomende inspuitings, wat deur die mediese beampte toegedien word;
- (iii) massering in opdrag van die mediese beampte;
- (iv) die verskaffing van medisyne, verdoewingsmiddels, salf, verbande en huidmiddels op gesag van 'n voorskrif onderteken deur die mediese beampte; met dien verstande dat die Fonds nie vir die eerste vyftien sent van die koste van elke item wat deur die mediese beampte voorgeskryf word, of die eerste vyf-en-twintig sent van die totale koste van elke voorskrif, aanspreeklik is nie.

(2) Ondanks andersluidende bepalings hierin vervat, is 'n werknemer nie daarop geregtig om mediese en farmaseutiese voordele kragtens hierdie klousule vir 'n tydperk van langer as drie kalendermaande ten opsigte van dieselfde siekte, aandoening of kwaal te ontvang nie; met dien verstande dat hierdie tydperk na goedvinde van die Bestuurskomitee verleng mag word.

(3) Die koste van mediese behandeling of farmaseutiese voorrade, uitgesonderd dié ten opsigte van die bedrag genoem in paragraaf (iv) van subklousule (1), moet deur die Bestuurskomitee betaal word wanneer die mediese beamptes en aptekers wat deur die Bestuurskomitee aangestel is, bevredigende rekenings aan sodanige komitee voorleë.

(4) 'n Werknemer wat werkloos geword het, is nie vanaf die datum waarop hy werkloos geword het, op mediese en farmaseutiese voordele kragtens hierdie klousule geregtig nie tensy sodanige diens beëindig is gedurende die tydperk waarin hy daarop geregtig was om siektebesoldiging kragtens klousule 8 (4) te ontvang, en in so 'n geval moet hy nog sodanige mediese en farmaseutiese voordele ontvang vir dié tydperk wat hy geregtig is om siektebesoldiging te ontvang.

(5) 'n Bydraer wat deur 'n mediese beampte of praktisyn gesertifiseer word as 'n lyer aan tuberkulose, is vanaf die datum van sodanige sertifikaat nie op 'n voordeel kragtens hierdie klousule geregtig nie.

10. IDENTIFIKASIEKAARTE.

(1) Elke bydraer moet voorsien word van 'n identifikasiekaart wat gedruk is in dié vorm wat die Bestuurskomitee van tyd tot tyd mag voorskryf.

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 geregtig is op mediese en farmaseutiese voordele kragtens die Fonds.

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

(2) Ingeval 'n bydraer sy identifikasiekaart verloor moet hy teen betaling van dié gelde, wat hoogstens 10c mag bedra, wat die betrokke komitee mag bepaal, by die Bestuurskomitee of plaaslike komitee aansoek doen om die uitreiking van 'n duplikaatkaart.

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

(4) Ingeval 'n werknemer binne 13 weke nadat hy die Leerwyerheid verlaat het, weer werk in die Nywerheid vind, moet hy sy bydraeboek aan sy nuwe werkgewer oorhandig vir bewaring ooreenkomstig die bepalings van klousule 7 van hierdie Ooreenkoms, en die werkgewer moet onverwyld aan hom 'n nuwe kaart ooreenkomstig die bepalings van subklousule (1) van hierdie klousule uitreik.

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

Notwithstanding anything to the contrary contained in this sub-clause 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 four (4) months from the date upon which such statement should have been forwarded by the employer in terms of this sub-clause, 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 keeping in terms of clause 7.

9. MEDICAL AND PHARMACEUTICAL BENEFITS.

(1) Subject to the provisions of clause 10 an employee shall be entitled to—

- (i) 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;
- (ii) injections, excluding vaccination and preventative injections administered by the medical officer;
- (iii) massage at the direction of the medical officer;
- (iv) supplies of medicines, drugs, ointments, bandages and lotions on the authority of a prescription signed by the medical officer provided that the Fund shall not be liable for the first fifteen cents of the cost of each item prescribed by the medical officer or the first twenty-five cents of the total cost of each prescription, whichever is the greater.

(2) Notwithstanding anything to the contrary contained herein, an employee 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 with the proviso that this period may be extended at the discretion of the Management Committee.

(3) The cost of medical attention or pharmaceutical supplies excluding the amount referred to in paragraph (iv) of sub-clause (1) 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) An employee 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.

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 sub-clause, 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 sub-clause.

(2) In the event of a contributor losing his identification card he shall make application to the Management Committee, or local 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 keeping in terms of clause 7 of this Agreement, and the employer shall forthwith issue him with a new card in terms of sub-clause (1) of this clause.

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

11. FINANSIËLE BEHEER.

(1) (a) Die betaling van siektebesoldigingsvoordele word gestaak wanneer die bedrag waarmee die Fonds gekrediteer is, daal tot minder as R3,000, en verdere betalings word nie hervat nie totdat die bedrag waarmee die Fonds gekrediteer is, weer op R5,000 staan. Die Sekretaris moet die werkgewers onmiddellik in kennis stel wanneer die bedrag waarmee die Fonds gekrediteer is, tot minder as R3,000 daal, en die Sekretaris moet die werkgewers ook in kennis stel sodra die betaling van siektebesoldigingsvoordele hervat mag word.

Die betaling van farmaseutiese voordele word gestaak wanneer die bedrag waarmee die Fonds gekrediteer is, tot minder as R5,000 daal en die betaling van sodanige voordele word nie hervat nie totdat die bedrag waarmee die Fonds gekrediteer is, weer op R7,000 staan; met dien verstande dat, wanneer die bedrag waarmee die Fonds gekrediteer is, op R12,000 staan, farmaseutiese voordele daarna opgeskort moet word indien die bedrag waarmee die Fonds gekrediteer is, te eniger tyd daarna tot minder as R12,000 daal en dat die betaling van sodanige voordele nie hervat word nie totdat die bedrag waarmee die Fonds gekrediteer is op R15,000 staan.

Ingeval dit nodig is om die betaling van farmaseutiese voordele op te skort, moet die Sekretaris die mediese beamptes en die aptekers in kennis stel dat die betaling van sodanige voordele opgeskort is en moet hy ook die mediese beamptes en aptekers in kennis stel sodra die betaling van sodanige voordele hervat word.

(b) Die bydraeboeke wat aan werknemers uitgereik word, is nie oordraagbaar nie. Ingeval 'n werknemer te sterwe kom, moet sy werkgewer die betrokke bydraeboek aan die Bestuurskomitee terugbesorg.

(c) Die Sekretaris moet so gou moontlik na 30 Junie elke jaar 'n staat opstel van die gelde wat ontvang is en wat besonderhede verstrek van die uitgawes gedurende die 12 maande geëindig 30 Junie. Sodanige staat moet aan 'n openbare rekenmeester wat deur die Bestuurskomitee aangestel is, voorgelê word vir ouditering en dan saam met die ouditeursverslag aan die Raad voorgelê word.

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

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

(2) (a) Allê gelde wat aan die Fonds betaal word, moet gedeponeer word in 'n spesiale rekening wat op naam van die Fonds geopen is by 'n bank en/of inrigting wat deur die Raad goedgekeur is.

(b) Alle gelde wat die Bestuurskomitee beskou as te veel vir sy vereistes, moet by 'n bank of geregistreerde bouvereniging gedeponeer word of mag in Nasionale Spaarsertifikate belê word mits voldoende geld so likwied gehou word dat dit die Komitee in staat sal stel om sy verpligtings na te kom sodra daar van hom vereis word om dit te doen.

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

(3) Indien die Ooreenkoms weens verloop van tyd of om 'n ander rede verval, moet die Bestuurskomitee aanhou om die Fonds te administreer totdat dit of gelikwider of deur die Raad oorgedra word aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds in die lewe geroep is; met dien verstande dat ingeval hierdie Ooreenkoms nie binne ses maande vanaf die vervaldatum van hierdie Ooreenkoms hernieu of die Fonds nie binne genoemde tydperk oorgedra word soos hierbo gemeld nie, die Fonds gelikwider moet word soos in subklousules (4) en (5) bepaal.

(4) Ingeval die Raad ontbind of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms bindend is ingeval die bepalings van die Wet, moet die Bestuurskomitee of dié ander persoon wat die Minister mag aanwys, aanhou om die Fonds te administreer, en die lede van die Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag die lede daarvan te wees vir sodanige doeleindes; met dien verstande egter dat 'n vakature in die Komitee deur die Minister gevul mag word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat die ledetal van die Komitee uit eweveel verteenwoordigers van die werkgewers en die werknemers en hul sekundi bestaan. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte te vervul of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Minister, ondoenlik of onwenslik maak mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het al die bevoegdhede van die Komitee vir sodanige doel. Wanneer hierdie Ooreenkoms verval, moet die Fonds gelikwider word op die manier voorgeskryf in subklousule (5), en as die sake van die Raad by die verval van die Ooreenkoms al reeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(5) By die likwidasie van die Fonds ooreenkomstig subklousule (3) van hierdie klousule, moet gelde wat na die betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiestekste, in die krediet van die Fonds staan, in die fondse van die Raad gestort word.

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 benefits may be recommenced.

Pharmaceutical benefits shall cease whenever the amount standing to the credit of the Fund falls below R5,000 and such benefits shall not be reinstated until the amount standing to the credit of the Fund has reached the sum of R7,000, provided that if and when the amount standing to the credit of the Fund has reached the sum of R12,000 pharmaceutical benefits shall thereafter be suspended if at any future date the amount standing to the credit of the Fund falls below R12,000 and shall not be recommended until the amount standing to the credit of the Fund has reached the sum of R15,000.

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

(b) The contribution books issued to employees are not transferable. In the event of the death of an employee his employer shall return his contribution book to the Management Committee.

(c) The Secretary shall, as soon as possible, after the 30th June in each year, prepare a statement showing moneys received and details of expenditure during the twelve months ended on 30th June. Such statement shall be submitted for audit to a public accountant appointed by the Management Committee and submitted to the Council together with the auditor's report.

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

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

(2) (a) All moneys paid into the Fund shall be deposited in a special account to be opened in the name of the Fund at a bank and/or institution 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 Union Loan Certificates provided that sufficient money is kept in such liquid form as will enable the committee to meet its liabilities immediately it is called upon to do so.

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

(3) Should this Agreement expire through effluxion of time, or for any other reason, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created; provided that in the event of this Agreement not being renewed or the Fund not being transferred as set out above within 6 months of the expiry of this Agreement the Fund shall be liquidated as provided in sub-clauses (4) and (5).

(4) In the event of the dissolution of the Council or in the event of its ceasing to function in the period during which this Agreement is binding in terms of the Act, the Management Committee or such other person as the Minister 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 Minister 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 Minister, 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. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in sub-clause (5) and if upon the expiration of the Agreement 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 thirty-four (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 sub-clause (3) of this clause, the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the Funds of the Council.

12. AGENTE.

Die Raad moet een of meer persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer om sodanige persoon toe te laat om sy bedryfsinrigting te betree en om dié navrae te doen en dié dokumente, boeke, loonstate, betaalkoeverte en betaalkaarte te ondersoek en dié individue te ondervra wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

13. VRYSTELLINGS.

Die Raad of die Uitvoerende Komitee mag op aanbeveling van 'n distrikskomitee of uit eie beweging om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van 'n persoon verleen.

Op hede die 12de dag van Desember 1963 te Port Elizabeth namens die partye onderteken.

B. MANCHEVSKY,
Lid van die Raad.

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

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

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 person 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.

Signed at Port Elizabeth, on behalf of the parties, on this 12th day of December, 1963.

B. MANCHEVSKY,
Member of the Council.

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

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

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