



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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[No. 6135

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1673 18 Augustus 1978

WET OP NYWERHEIDSVERSOENING, 1956

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—ADMINISTRASIEFONDSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1980 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 6, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 6, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1980 eindig, in die Republiek van Suid-Afrika uitgesonderd die hawe en nedersetting van Walvisbaai *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigiens van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

00058—A

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1673 18 August 1978

INDUSTRIAL CONCILIATION ACT, 1956

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—ADMINISTRATION EXPENSES AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1980, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 6, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa excluding the port and settlement of Walvis Bay and with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 6, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

6135—1

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.—ADMINISTRASIEFONDS

OOREENKOMS

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

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

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is (uitgesonderd persone wat uitsluitlik herstelwerk doen);
- (b) in die Republiek van Suid-Afrika: Met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van hierdie Ooreenkoms, dit net in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Durban en Johannesburg nagekom moet word en dat, in verband met die werksaamhede uiteengesit in paragraaf (7) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van hierdie Ooreenkoms, dit net in die landdrosdistrikte Bellville, Goodwood en Durban nagekom moet word.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms egter van toepassing slegs op dié werknemers vir wie lone in enige van die Hoof-ooreenkomste van die Raad voorgeskryf word.

2. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van twee jaar of dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

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

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

- (a) alle tipes skoeisel, maar uitgesonderd skoeisel op maat gemaak;
- (b) dokumenttasse, tasse en alle ander houers ontwerp om persoonlike besittings, sportuitrusting, gereedskap en uitrusting te hou;

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.—ADMINISTRATION EXPENSES

AGREEMENT

in accordance with the provisions of the Industrial Conciliation 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) The Natal Footwear, Tanning and General Leather Manufacturers' Association
 - (e) The Southern Cape Leather Industries Association
 - (f) South African Tanning Employers' Organisation
 - (g) The South African Handbag Manufacturers' Association
- (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
- (h) National Union of Leather Workers
 - (i) The Transvaal Leather and Allied Trades Industrial Union

and

- (j) Trunk and Box Workers' Industrial Union (Transvaal)
- (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being parties to the National Industrial Council of the Leather Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, who are engaged or employed therein (other than persons engaged exclusively on repair work);
- (b) in the Republic of South Africa: Provided that on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, The Cape, Goodwood, Durban and Johannesburg: Provided further that on the operations set forth in paragraph (7) of the definition of "Industry" or "Leather Industry" in clause 3 of this Agreement, it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall, however, only apply to those employees for whom wages are prescribed in any of the Main Agreements of the Council.

2. 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 operation for a period of two years or such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

(1) for the manufacture from leather, of—

- (a) footwear, including all types but not including bespoke footwear;
- (b) attaché cases, bags and all other containers designed to hold personal effects, sporting kit, tools and equipment;

(c) tuie, tooms, saaltuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting (uitgesonderd klere), damesakke, inkoopasakke, breisakke, Bantoetasse van die tipe wat algemeen as "Xhosasakke" bekend staan, portefeuljes, beursies, horlosiebande, polsbande, halsbande en leiband vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle ander dergelike artikels, afgesien van die aard daarvan, maar wat bedoel is as plaasvervangers vir enigeen van bogenoemde artikels;

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

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

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

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

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

(a) geheel en al of hoofsaaklik uit metaal;

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

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

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

"Hoofdooreenkomste" die volgende Ooreenkomste gepubliseer kragtens artikel 48 van die Wet:

(a) Die Ooreenkoms vir die Skoeiselseksie gepubliseer by Goewermentskennisgewing R. 1012 van 18 Junie 1976 en omvat dit alle wysigings daarvan of enige latere ooreenkomste vir die Skoeiselseksie;

(b) die Ooreenkoms vir die Looiseksie gepubliseer by Goewermentskennisgewing R. 1213 van 16 Junie 1978 en omvat dit alle wysigings daarvan of enige latere ooreenkomste vir die Looiseksie;

(c) die Ooreenkoms vir die seksie Algemene Goedere gepubliseer by Goewermentskennisgewing R. 1361 van 13 Augustus 1976 en omvat dit alle wysigings daarvan of enige latere ooreenkomste vir die Seksie Algemene Goedere;

(d) die Ooreenkoms vir die Handsakseksie gepubliseer by Goewermentskennisgewing R. 1362 van 13 Augustus 1976 en omvat dit alle wysigings daarvan of enige latere ooreenkomste vir die Handsakseksie;

"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 geforseer, d.w.s. gegiet, gekalandeerd, deurgedruk of gevorm is of kan word deur vloei, gewoonlik deur die aanwending van hitte en druk, afsonderlik of gesamentlik;

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

4. DOELSTELLINGS

Die doelstellings van hierdie Ooreenkoms is om voorsiening te maak vir die fondse van die Raad, wat by die Raad berus en deur hom geadministreer word.

5. FONDSE VAN DIE RAAD

Elke werkgever moet op elke betaaldag 4c aftrek van die loon van elkeen van sy werknemers, en die werkgever moet by die totaal van die bedrae aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag voor of op die sewende dag van die volgende maand stuur aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, 6056, of aan sodanige ander beampte as wat die Raad of die Uitvoerende Komitee aanwys.

6. AGENTE

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

(c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies bags, shopping bags, knitting bags, Bantu bags of the type commonly known as "Xhosa bags", wallets, purses, watch straps, wrist straps, dog collars, dog leads, rug straps, braces, belts, suspenders, garters, armlets and all other like articles, irrespective of their description, but which are designed as substitutes for any of the aforementioned;

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

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

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

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

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

(a) wholly or mainly from metal;

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

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

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

"Main Agreements" mean the following Agreements published in terms of section 48 of the Act:

(a) The Agreement for the Footwear Section published under Government Notice R. 1012 dated 18 June 1976 and includes any amendments thereto or any succeeding agreements for the Footwear Section;

(b) the Agreement for the Tanning Section published under Government Notice R. 1213 dated 16 June 1978 and includes any amendments thereto or any succeeding agreements for the Tanning Section;

(c) the Agreement for the General Goods Section published under Government Notice R. 1361 dated 13 August 1976 includes any amendments thereto or any succeeding agreements for the Section Algemene Goedere;

(d) the Agreement for the Handbag Section published under Government Notice R. 1362 dated 13 August 1976 and includes any amendments thereto or any succeeding agreements for the Handbag Section;

"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;

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

4. OBJECTS

The objects of this Agreement are to provide for the funds of the Council, which shall be vested in and administered by the Council.

5. COUNCIL FUNDS

Every employer shall on each pay-day deduct 4c from the wages of his employees and to the total 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 the Executive Committee.

6. AGENTS

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

7. VRYSTELLINGS

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

Hierdie Ooreenkoms is namens die partye op hede die 23ste dag van Junie 1978 onderteken.

B. MANCHEVSKY, Lid van die Raad.

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

A. S. YOUNG, Sekretaris van die Raad.

7. EXEMPTIONS

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

This Agreement signed on behalf of the parties this 23rd day of June 1978.

B. MANCHEVSKY, Member of the Council.

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

A. S. YOUNG, Secretary of the Council.

INHOUD

No.	Bladsy No.	Staats- koerant No.
Arbeid, Departement van Goewermentskennisgewing		
R. 1673 Wet op Nywerheidsversoening (28/1956): Leernywerheid: R.S.A.: Administrasiefonds- ooreenkoms.....	1	6135

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