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GOVERNMENT NOTICE

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R.1247]

[19 June 1981

INDUSTRIAL CONCILIATION ACT, 1956
LEATHER INDUSTRY, REPUBLIC OF SOUTH
AFRICA
AMENDMENT OF PROVIDENT FUND
AGREEMENT

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

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1981, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1981, upon all employers and

GOEWERMENTSKENNISGEWING

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

No. R. 1247]

[19 Junie 1981

WET OP NYWERHEIDSVERSOENING, 1956
LEERNYWERHEID, REPUBLIEK VAN
SUID-AFRIKA
WYSIGING VAN
VOORSORGFONDSOOREENKOMS

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

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in para-

- employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the Amending Agreement; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1981, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA
Minister of Manpower Utilisation

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA

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) Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation; and the
- (g) South African Handbag Manufacturers' Association (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
- (h) National Union of Leather Workers;
- (i) Transvaal Leather and Allied Trades Industrial Union; and the
- (j) Trunk and Box Workers' Industrial Union (Transvaal) (hereinafter referred to as the "employees" or the "trade unions"), of the other part, being parties to the National Industrial Council of the Leather Industry of South Africa, to amend the Agreement published under Government Notice R.1537 dated 5 August 1977, as amended and extended by Government Notices R.2605 dated 30 December 1977, R.1262 and R.1263, dated 23 June 1978, R.2462 dated 2 November 1979, R.403 dated 29 February 1980 and R.299 dated 20 February 1981.

1. CLAUSE 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 the Agreement published under Government Notice R.1537, dated 5 August 1977, 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 the Agreement published under Government Notice R.1537, dated 5 August 1977, it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban.

graaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA
Minister van Mannekragbenutting

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangeaan 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 Leernywerheid van Suid-Afrika, om die Ooreenkoms gepubliseer by Goewermentskenningsgewing R.1537 van 5 Augustus 1977, soos gewysig en verleng by Goewermentskenningsgewings R.2605 van 30 Desember 1977, R.1262 en R.1263 van 23 Junie 1978, R.2462 van 2 November 1979, R.403 van 29 Februarie 1980 en R.299 van 20 Februarie 1981, te wysig.

1. KLOUSULE 1.—TOEPASSINGBESTEK 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 werkzaam 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 die Ooreenkoms gepubliseer by Goewermentskenningsgewing R.1537 van 5 Augustus 1977, dit net in die landdrosdistrikte 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” in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskenningsgewing R.1537 van 5 Augustus 1977, dit net in die landdrosdistrikte Bellville, Goodwood en Durban nagekom moet word.

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

2. CLAUSE 2.—DATE AND PERIOD OF OPERATION

Delete subclause (2).

3. CLAUSE 4.—PROVIDENT FUND

Delete subclause (13)

4. Substitute the following for clause 8:

„8. LIQUIDATION

(1) Upon the expiry of this Agreement or any extension thereof and in the event of no subsequent agreement being negotiated for the purpose of continuing the operation of the Fund within 12 months from the expiry of this Agreement or any extension thereof or in the event of the Council being dissolved or ceasing to function at any time prior to the expiry of the said period of 12 months, the Management Committee or such other person or persons as the Industrial Registrar may designate shall continue to administer the Agreement until expiry of the aforementioned period, and the members of the Management Committee existing at the date of expiry of the Agreement or any extension thereof at which the Council ceases to function or is dissolved shall be deemed to be members thereof for the said period: Provided, however, that any vacancy occurring on the Management Committee may be filled by the Registrar from employers and employees in the industry so as to ensure an equality of employer and employee representatives in the membership of the Committee. In the event of the Management Committee being unwilling or unable to discharge its duties which renders the administration of the Fund impractical or undesirable in the opinion of the Registrar, the Industrial Registrar may appoint a trustee or trustees to continue the functioning of the Fund.

(2) Should the Industrial Registrar in the light of the provisions of subclause (1) be of the opinion that the Fund should be liquidated he shall appoint a liquidator who shall thereupon commence liquidating the Fund's assets and liabilities as prescribed in subclauses (5) and (7).

(3) Notwithstanding the provisions of subclauses (1) and (2), should the Council for any reason consider it desirable for the Fund to be liquidated it shall convene a special general meeting for this purpose, whereupon a decision to dissolve the Fund shall be carried if not less than two thirds of the principal employer representatives and two thirds of the principal employee representatives or their respective appointed alternates present at such a special general meeting vote by a show of hands in favour of its dissolution.

(4) (a) Should the required vote be attained the meeting shall thereupon appoint a liquidator who shall thereafter commence liquidating the assets and liabilities of the Fund as prescribed in subclauses (5) and (7).

(b) In the event of the meeting being unable to agree as to the appointment of a liquidator, the matter shall be reported to the Industrial Registrar who shall thereupon be empowered to appoint a liquidator.

(5) The liquidator shall take the necessary steps to liquidate the debts of the Fund from its unexpended funds and any moneys realised from the assets of the Fund. If the accumulated assets are insufficient to meet the claims of all creditors after deduction of the liquidator's fees including the costs of administration and general expenses for winding up of the Fund's affairs the order in which creditors shall be paid, shall, subject to the provisions of subclause (6), be as prescribed in the law relating to the distribution of the assets of an insolvent estate.

(6) The liability of members of the Fund for the purpose of this clause shall be limited to the amount of contributions due by them as at the date of its dissolution.

(7) After payment of all the amounts due in accordance with subclause (5), any remaining funds shall be distributed as follows:

(a) Where the residue is insufficient to meet the benefits specified in clause 4 (7) (a) of all members of the Fund as at the date of dissolution, a distribution proportionate to each member's accrued benefits in terms of the said clause;

(b) where the residue is sufficient to meet the benefits specified in clause 4 (7) (a) of all members of the Fund as at the date of dissolution, a distribution equal to each member's accrued benefits in terms of the said clause;

(c) should there be any residue after the distribution in terms of paragraph (b) hereof, such residue or part thereof shall be allocated in accordance with the provisions of clause 4 (7) (a)bis: Provided that where such residue is insufficient to meet the total amounts due in terms of this clause, the amount which shall be allocated to each of such members shall be the amount which

(2) Ondanks subklousule (1), is hierdie Ooreenkoms egter van toepassing slegs op dié werknemers vir wie lone in 'n ooreenkoms van die Raad voorgeskryf word.

2. KLOUSULE 2.—DATUM VAN INWERKINGTREDE EN GELDIGHEIDSDUUR

Skrap subklousule (2).

3. KLOUSULE 4.—VOORSORGFONDS

Skrap subklousule (13).

4. Vervang klousule 8 deur die volgende:

„8. LIKWIDASIE

(1) By verstryking van hierdie Ooreenkoms of 'n verlenging daarvan of ingeval daar nie binne 12 maande na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n latere ooreenkoms aangegaan word vir die voortsetting van die Fonds nie of ingeval die Raad te eniger tyd voor die verstryking van genoemde tydperk van 12 maande ontbind word of ophou funksioneer, moet die Bestuurskomitee of sodanige ander persoon of persone as wat die Nywerheidsregistrator aanwys, voortgaan om die Ooreenkoms te administreer totdat die voornoemde tydperk verstryk, en moet die lede van die Bestuurskomitee wat ten tyde van die verstryking van die Ooreenkoms of 'n verlenging daarvan bestaan wanneer die Raad ophou funksioneer of ontbind word, geag word lede daarvan vir genoemde tydperk te wees: Met dien verstande egter dat 'n vakature wat in die Bestuurskomitee ontstaan deur die Registrator gevul kan word uit die geledere van die werkgewers en werknemers in die Nywerheid op so 'n wyse dat daar ewe veel werkgewers en werknemers in die ledetal van die Komitee verteenwoordig is. Ingeval die Bestuurskomitee onwillig is of nie in staat is om sy pligte uit te voer nie sodat die administrasie van die Fonds na die mening van die Registrator onprakties of onwenslik word, kan die Nywerheidsregistrator 'n trustee of trustees benoem om die Fonds voort te sit.

(2) Ingeval die Nywerheidsregistrator in die lig van subklousule (1) van mening is dat die Fonds gelikwider moet word, moet hy 'n likwidateur aanstel wat dan die Fonds se bates en laste moet begin likwider soos in subklousules (5) en (7) voorgeskryf.

(3) Indien die Raad ondanks subklousules (1) en (2) dit om watter rede ook al wenslik ag dat die Fonds ontbind word, moet hy 'n spesiale algemene vergadering vir dié doel belê, waarop 'n besluit tot ontbinding van die Fonds aanvaar moet word indien minstens twee derdes van die hoofverteenwoordigers van die werkgewers en twee derdes van die hoofverteenwoordigers van die werknemers of hul onderskeie benoemde plaasvervangers wat op so 'n spesiale algemene vergadering teenwoordig is met handopsteking ten gunste van die ontbinding stem.

(4) (a) Indien die vereiste stemming behaal word, moet die vergadering 'n likwidateur aanstel wat daarna die bates en laste van die Fonds moet begin likwider soos in subklousules (5) en (7) voorgeskryf.

(b) Ingeval die vergadering nie oor die aanstelling van 'n likwidateur kan ooreenkom nie, moet die saak by die Nywerheidsregistrator ahangig gemaak word wat dan gemagtig sal wees om 'n likwidateur aan te stel.

(5) Die likwidateur moet die nodige stappe doen om die Fonds se skulde te vereffen uit die onbestede fondse en uit geld wat die bates van die Fonds oplewer. Indien die opgehoopde bates, ná aftrekking van die likwidateursgelde, met inbegrip van die administrasiekoste en algemene uitgawes vir die likwidasie van die Fonds, onvoldoende is om die eise van al die krediteure te bestry, moet die volgorde waarin die krediteure betaal moet word behoudens subklousule (6) wees soos voorgeskryf in die wet op die verdeling van die bates van 'n insolvente boedel.

(6) Die aanspreeklikheid van lede van die Fonds is vir die toepassing van hierdie klousule beperk tot die bedrag van die bydraes deur hulle verskuldig op die datum van die ontbinding.

(7) Na betaling van al die bedrae wat ooreenkomstig subklousule (5) verskuldig is, moet die oorblywende fondse soos volg verdeel word:

(a) Waar die restant onvoldoende is om die bystand aan alle lede van die Fonds soos in klousule 4 (7) (a) bepaal op die datum van ontbinding te betaal, moet die verdeling eweredig wees aan elke lid se opgehoopde bystand ooreenkomstig genoemde klousule;

(b) waar die restant voldoende is om die bystand aan alle lede van die Fonds soos in klousule 4 (7) (a) bepaal op die datum van ontbinding te betaal, moet die verdeling gelyk wees aan elke lid se opgehoopde bystand ooreenkomstig genoemde klousule;

(c) indien daar na die verdeling ooreenkomstig paragraaf (b) hiervan 'n restant oorbly, moet sodanige restant of gedeelte daarvan toegeken word ooreenkomstig klousule 4 (7) (a)bis: Met dien verstande dat waar sodanige restant onvoldoende is om die totale bedrae te betaal wat ooreenkomstig hierdie klousule verskuldig is, die bedrag wat aan elkeen van dié lede toegeken moet

would have been allocated had the residue been sufficient, reduced by the percentage of such shortfall;

- (d) should there be any residue remaining after the distribution of the assets in terms of paragraphs (b) and (c) hereof, such residue shall be distributed to each member of the Fund proportionate to his accrued benefits paid in terms of paragraph (b) hereof.
- (8) (a) The investments of the Fund shall be realised as and when this is possible and in the Council's opinion expedient, and the liquidator shall be empowered to pay the amount, if any, due to each member in instalments as and when moneys become available: Provided that no interest shall be payable on any amounts due to a member in terms of clause 4 (7) (a), (b), (c) and (d): Provided further that when instalments are paid an equal percentage of the amount due shall be paid to each member.
- (b) The Management Committee or the Fund or the Council or its members or the liquidator shall not be liable for any distribution made *bona fide* in accordance with these provisions, and no claim shall fall due to a person or beneficiary or nominee or dependant who has not been paid by reason of the fact that his identity at the time of payment was not known or unascertainable or that he had not been included in the distribution but had failed to draw the attention of the liquidator to his non-inclusion prior to the final distribution having been made.
- (c) In any event the Management Committee or the Council or its members or the liquidator shall not be held liable concerning any aspect of the liquidation and/or distribution process after the final distribution of all the assets of the Fund, which shall be the date the liquidator certifies that final distribution of the assets of the Fund has been made.
- (d) The benefits and the amounts to be distributed shall be calculated as at the date of passing of the resolution to dissolve the Fund in terms of subclause (3).
- (e) In the event of the death of a member after the passing of the resolution dissolving the Fund in terms of subclause (3), the liquidator shall pay any benefits and amounts to be distributed due to the deceased member in accordance with the provisions of clause 4 (7) (d): Provided that the lump sum benefit which shall be paid to a member who dies after the passing of the resolution in terms of subclause (3), shall only be equal to the amount of the benefits specified in clause 4 (7) (a) of this Agreement."

This Agreement signed on behalf of the parties this 28th day of November 1980.

B. MANCHEVSKY,
Member of the Council.

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

J. P. HORN,
Secretary of the Council.

word dié bedrag moet wees wat toegeken sou gewees het indien die restant voldoende was, min die persentasie van dié tekort;

- (d) indien daar na die verdeling van die bates ooreenkomstig paragrafe (b) en (c) hiervan 'n restant oorbly, moet dié restant onder die lede van die Fonds verdeel word eweredig aan elkeen se opgehoopte bystand wat ingevolge paragraaf (b) hiervan betaal is.
- (8) (a) Die beleggings van die Fonds moet te gelde gemaak word na gelang dit moontlik en na die Raad se mening raadsaam is, en die likwidateur moet gemagtig word om die bedrag wat aan elke lid verskuldig is, as daar so 'n bedrag is, in paaiemente te betaal na gelang die geld beskikbaar word: Met dien verstande dat daar geen rente betaalbaar is op bedrae wat ingevolge klousule 4 (7) (a), (b), (c) en (d) aan 'n lid verskuldig is nie: Voorts met dien verstande dat waar paaiemente wel betaal word, 'n gelyke persentasie van die bedrag wat aan elke lid verskuldig is aan hom betaal moet word.
- (b) Die Bestuurskomitee of die Fonds of die Raad of sy lede of die likwidateur is nie aanspreeklik vir 'n verdeling wat *bona fide* ooreenkomstig hierdie bepalings geskied het nie, en geen eis is betaalbaar aan 'n persoon of begunstigde of benoemde of afhanklike wat nie betaal is nie omdat sy identiteit ten tyde van betaling onbekend of onbepaalbaar was of omdat hy nie by die verdeling ingesluit is nie maar versuim het om die likwidateur se aandag op sy nie-insluiting te vestig voordat die finale verdeling geskied het.
- (c) In elk geval mag die Bestuurskomitee of die Raad of sy lede of die likwidateur nie aanspreeklik gehou word ten opsigte van water aspek van die likwidasië- en/of verdelingsproses ook al na die finale verdeling van alle bates van die Fonds nie, wat die datum moet wees wanneer die likwidateur sertifiseer dat die finale verdeling van die Fonds se bates geskied het.
- (d) Die bystand en die bedrae wat verdeel moet word, moet bereken word soos op die datum waarop die besluit ingevolge subklousule (3) geneem is om die Fonds te ontbind.
- (e) Ingeval 'n lid te sterwe kom na die aanname van die besluit om die Fonds ingevolge subklousule (3) te ontbind, moet die likwidateur die bystand en bedrae wat verdeel moet word en wat aan die afgestorwe lid verskuldig is, ooreenkomstig klousule 4 (7) (d) betaal: Met dien verstande dat die bystand wat as 'n ronde som betaal moet word aan 'n lid wat te sterwe kom ná die aanname van die besluit ingevolge subklousule (3), slegs aan die bedrag van die bystand in klousule 4 (7) (a) van hierdie Ooreenkoms genoem, gelyk moet wees."

Hierdie Ooreenkoms is namens die partye op hede die 28ste dag van November 1980 onderteken.

B. MANCHEVSKY,
Lid van die Raad.

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

J. P. HORN,
Sekretaris van die Raad.

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