



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 1531.] [25 September 1959.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.—
SIEKTEBYSTANDSFONDS.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar
hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956 (soos gewysig), dat al die
bepalings van die Ooreenkoms wat in die Bylae
hiervan verskyn en op die Leernywerheid betrek-
king het, vanaf die tweede Maandag na die datum
van publikasie van hierdie kennisgewing en vir die
tydperk wat op die 31ste dag van Desember 1960
eindig, bindend is vir die werkgewersorganisasies
en vakverenigings wat genoemde Ooreenkoms aan-
gegaan het en vir die werkgewers en werknemers
wat lede van daardie organisasies of daardie
verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet, dat die bepalings
vervat in klousules 1, 2 (b), 4 tot en met 11 en 13
van genoemde Ooreenkoms, vanaf die tweede
Maandag na die datum van publikasie van hierdie
kennisgewing en vir die tydperk wat op die 31ste
dag van Desember 1960 eindig, bindend is vir alle
ander werkgewers en werknemers as dié vermeld
in paragraaf (a) van hierdie kennisgewing, betrokke
by of in diens in genoemde Nywerheid in die Unie
van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet, dat die bepalings
vervat in klousules 1, 2 (b), 4 tot en met 11 en 13
van genoemde Ooreenkoms, vanaf die tweede
Maandag na die datum van publikasie van hierdie
kennisgewing en vir die tydperk wat op die 31ste
dag van Desember 1960 eindig, in die Unie van
Suid-Afrika *mutatis mutandis* bindend is vir alle
Naturelle in diens in genoemde Nywerheid by die
werkgewers vir wie enigeen van genoemde bepalings
ten opsigte van werknemers bindend is en vir
daardie werkgewers ten opsigte van Naturelle in
hul diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1531.] [25 September 1959.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

LEATHER INDUSTRY, UNION OF SOUTH
AFRICA.—SICK BENEFIT FUND.

I, JOHANNES DE KLERK, Minister of Labour, do 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 on the 31st day of December, 1960, upon
the employers' organisations and the trade unions
which entered into the said Agreement and upon
the employers and employees who are members of
those organisations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that
the provisions contained in clauses 1, 2 (b), 4 to 11
(inclusive) and 13 of the said Agreement, shall be
binding from the second Monday after the date of
publication of this notice and for the period ending
on the 31st day of December, 1960, 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 Union 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 Union
of South Africa and from the second Monday after
the date of publication of this notice and for the
period ending on the 31st day of December, 1960,
the provisions contained in clauses 1, 2 (b), 4 to 11
(inclusive) and 13 of the said Agreement, 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.

J. DE KLERK,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS

ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die—

- (a) Midland and Border Leather 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) South-Western Districts Leather Industries Association;
- (f) South African Tanning Employers' Organisation;

(hieronder „die werkgewers” of „die werkgewersorganisasies” genoem), aan die een kant, en die—

- (g) National Union of Leather Workers;
- (h) Transvaal Leather and Allied Trades Industrial Union; en
- (i) 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. WOORDEBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in die Wet, en verwysings na die Wet sluit alle wysigings daarvan in, en, behalwe waar die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui, ook vroue in; voorts, tensy strydig met die inhoud, beteken—

„vakleerling” ’n werknemer wat gebind is deur ’n skriftelike leerkontrak wat kragtens 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 kragtens artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is en geag word geregistreer te wees kragtens die Wet op Nywerheidsversoening, 1956;

„distrikskomitee” ’n komitee wat ooreenkomstig die konstitusie van die Raad gestig is vir die uitvoering van Ooreenkoms in ’n bepaalde gebied;

„uitvoerende gesag” die Uitvoerende Komitee van die Raad, wat kragtens sy Konstitusie aangestel is;

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

(1) vir die vervaardiging, hoofsaaklik uit leer, van skoeisel van alle soorte, uitgesonderd maatskoeisel;

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

„algemene goedere-afdeling” van die Leernywerheid die afdeling van die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is—

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

(a) dokumentetasse, sakke en alle ander houers wat bedoel is vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;

(b) tuie, tome, saalmakersartikels, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting, uitgesonderd kledingstukke; dameshandsakke, inkoopsakke, breisakke, Naturellesakke van die soort van algemeen bekend staan as Xhosasakke, sakportefeuljies, beursies, horlosiebande, gewrigsbande, halsbande vir honde, leiband vir honde, komborsrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle soortgelyke artikels, afgesien van die aard daarvan, wat bedoel is om enigeen van bogenoemde artikels te vervang;

(2) in inrigtings waar leerartikels ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem; met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik uit papier gemaak word, insluit nie;

(3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, veselstof, hout, weefstof, seildoek of doek of ’n samestelling daarvan.

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

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

(a) skoeisel van alle soorte, uitgesonderd maatskoeisel;

(b) dokumentetasse, sakke en alle ander houers wat bedoel is vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;

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 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, 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 the Act, No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956;

“district committee” means a committee established in accordance with the constitution of the Council for the administration of Agreements in a particular area;

“executive” means the executive committee of the Council 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, 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) 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.

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

(1) for the manufacture mainly from leather of—

(a) footwear, including all types, but not including bespoke made footwear;

(b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;

(c) tuie, tome, saalmakersartikels, saatsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting, uitgesonderd kledingstukke; dameshandsakke, inkoopsakke, breisakke, Naturellesakke van die soort wat algemeen bekend staan as Xhosasakke, sakportefeuilles, beursies, horlosiebande, gewrigsbande, halsbande vir honde, leiband vir honde, kombersrieme, kruisbande, gordels, kousophouers, kousbande, armbande en alle soortgelyke artikels, afgesien van die aard daarvan, wat bedoel is om enigeen van bogenoemde artikels te vervang;

- (2) vir die looi, bereiding en/of bloting van huide en velle;
- (3) in inrigtings waar leerartikels ook vervaardig word, vir die vervaardiging, uit ander materiaal as leer, van die artikels in paragraaf (1) genoem; met dien verstande dat hierdie paragraaf nie die vervaardiging van inkoopsakke wat hoofsaaklik uit papier gemaak word, insluit nie;
- (4) vir die vervaardiging van alle soorte skoeisel uit ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, veselstof, hout, weefstof, seildoek of doek of 'n samestelling daarvan;

„gewone week” die maksimum tydperk in die inrigting se werkweek wat 'n werknemer kan werk sonder om op oortyd-betaling geregtig te word;

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

„looi-afdeling” van die Leernywerheid die afdeling van die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die looi, bereiding en/of bloting van huide en velle.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die Unie van Suid-Afrika—

- (a) deur alle lede van die werkgewersorganisasies en van die vakverenigings in die nywerheid (uitgesonderd persone wat uitsluitlik herstelwerk doen) nagekom word;
- (b) op vakleerlinge van toepassing wees vir sover hierdie bepalings nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat geregistreer is of geag word geregistreer te wees of met enige voorwaarde wat daarkragtens gestel is of geag word gestel te wees.

3. DATUM VAN INWERKINGTREDDING EN GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir 'n tydperk wat op 31 Desember 1960 verstryk, of vir dié tydperk wat hy mag vasstel.

4. ADMINISTRASIE.

(1) Daar word 'n siektebystandsfonds gestig met die doel om voorsiening te maak vir bystand, soos omskryf in artikel 8 en 9 hiervan, aan werknemers wat in 'n swak gesondheidstoestand verkeer.

Die fonds bestaan uit—

- (a) die fonds wat ingevolge die Ooreenkoms gepubliseer in die Bylae van Goewermentskenningsgewing No. 2311 van 24 Desember 1943 gestig is, wat voortgesit is by die Ooreenkoms gepubliseer in die Bylae van Goewermentskenningsgewing No. 3224 van 21 Desember 1951, soos gewysig, by die Ooreenkoms gepubliseer in die Bylae van Goewermentskenningsgewing No. 35 van 2 Januarie 1953, wat weer ingestel is by die Ooreenkoms gepubliseer in die Bylae van Goewermentskenningsgewing No. 473 van 16 Maart 1956 en wat hierby in hierdie fonds ingelyf word;
 - (b) bydraes wat ooreenkomstig hierdie Ooreenkoms in die fonds inbetaal word;
 - (c) rente wat verkry word uit die belegging van gelde van die fonds;
 - (d) enige ander gelde waarop die fonds geregtig mag word.
- (2) Die fonds word beheer deur 'n Bestuurskomitee wat bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat ooreenkomstig sy konstitusie deur die Raad aangestel word uit sy lede. 'n Plaasvervanger kan ten opsigte van elke verteenwoordiger benoem word. As die bestuurskomitee om enige rede nie in staat is om sy pligte na te kom nie, kom die uitvoerende komitee van die Raad daardie pligte na en oefen hy die bevoegdheid van die bestuurskomitee uit.

(3) Die Raad kan ooreenkomstig die bepalings van sy konstitusie plaaslike komitees uit sy lede aanstel om behulpzaam te wees met die administrasie van die fonds. Die reggebied van elke komitee word deur die Raad omskryf.

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

(4) Die bestuurskomitee het die bevoegdheid om reëls oor die administrasie van die Fonds te maak, te wysig en te verander. Kopieë van die reëls en alle wysigings daarvan word by die Sekretaris van Arbeid ingelewer.

(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 "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 (other than persons engaged exclusively on repair work); 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 Union 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 expiring 31st December, 1960, or such period as may be determined by him.

4. ADMINISTRATION.

(1) There shall be established a Sick Benefit Fund, the purpose of which shall be the provision of benefits as defined in sections 8 and 9 hereof to 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. 2311, dated 24th December, 1943, and continued by the Agreement published in the Schedule to Government Notice No. 3224, dated 21st December, 1951, as amended by the Agreement published in the Schedule to Government Notice No. 35, dated 2nd January, 1953, and re-enacted by the Agreement published in the Schedule to Government Notice No. 473, dated 16th March, 1956, 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 the control of a management committee consisting of three representatives of the employers and three representatives of the employees appointed by the Council in terms of its constitution from amongst its members. An alternate may be appointed in respect of each representative. Should the management committee be unable to perform its duties for any reason the executive committee of the Council shall perform those duties and exercise its powers.

(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 werknemers in die volgende groepe ingedeel:—

(i) Skoeisel- en algemeen goedere-afdeling.

- Groep 1.—Werknemers wie se loon vir 'n gewone week minder as £2. 8s. is.
 Groep 2.—Werknemers wie se loon vir 'n gewone week minstens £2. 8s. maar wel minder as £3. 12s. is.
 Groep 3.—Werknemers wie se loon vir 'n gewone week minstens £3. 12s. maar wel minder as £4. 16s. is.
 Groep 4.—Werknemers wie se loon vir 'n gewone week minstens £4. 16s. is.

(ii) Looi-afdeling.

- Groep 1.—Werknemers wie se loon vir 'n gewone week minder as £2. 16s. is.
 Groep 2.—Werknemers wie se loon vir 'n gewone week minstens £2. 16s. maar wel minder as £4. 4s. is.
 Groep 3.—Werknemers wie se loon vir 'n gewone week minstens £4. 4s. maar wel minder as £5. 12s. is.
 Groep 4.—Werknemers wie se loon vir 'n gewone week minstens £5. 12s. is.

„Loon”, beteken die basiese weekloon (uitgesonderd lewenskosteloelae, oortydbetaling of enige aanvullende loon) soos in 'n ooreenkoms wat die Raad vir 'n werknemer voorgeskryf, of na gelang van die grootste, die gewone weeklikse besoldiging (uitgesonderd lewenskosteloelae, oortydbetaling of enige aanvullende loon) wat ontvang word deur 'n werknemer vir wie 'n loon, soos voornoem, voorgeskryf is.

6. BYDRAES.

(1) Alle werknemers vir wie lone in enige Ooreenkoms van die Raad voorgeskryf word, moet lede van die fonds word, en elke werkgewer moet op elke betaaldag die volgende bedrae (hieronder „n werknemer se bydrae” genoem) van die loon van elke werknemer, uitgesonderd 'n vakleerling, aftrek:—

- Werknemer in Groep 1: Die bedrag van 7d.
 Werknemer in Groep 2: Die bedrag van 9d.
 Werknemer in Groep 3: Die bedrag van 11d.
 Werknemer in Groep 4: Die bedrag van 1s. 1d.

en by die bedrag, aldus afgetrek, moet die werkgewer weekliks ten opsigte van elke werknemer die volgende bedrag (hieronder „n werkgewer se bydrae” genoem) byvoeg:—

- Werknemer in Groep 1: Die bedrag van 6d.
 Werknemer in Groep 2: Die bedrag van 7d.
 Werknemer in Groep 3: Die bedrag van 9d.
 Werknemer in Groep 4: Die bedrag van 10d.

(2) Elke werkgewer moet die totaal van die werknemer se bydrae en die werkgewer se bydrae genoem in subartikel (1), saam met 'n staat in die vorm wat die bestuurskomitee van tyd tot tyd mag voorskryf, voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris of na 'n ander plek wat die Bestuurskomitee mag vasstel.

7. BYDRAEBOEK.

Elke werkgewer moet ten opsigte van elkeen van sy werknemers van wie se loon bedrae ingevolge die bepaling van artikel 6 van hierdie Ooreenkoms afgetrek word, hieronder die „bydraers” genoem, 'n bydraeboek wat deur die Bestuurskomitee voorgeskryf is en wat hy van die komitee moet verkry, in goeie orde hou. In elke boek moet hy die naam van die werknemer en sy nommer ten opsigte van die Siektebystandsfonds vir die Leernywerheid inskryf. Op elke betaaldag moet hy in die bydraeboek van elke bydraer wat by hom in diens is, die bedrag wat ingevolge artikel 6 deur en ten opsigte van die bydraer bygedra is en die datum van sodanige bydraes inskryf.

8. SIEKTEBYSTAND.

(1) Elke bydrae van 'n bydraer maak hom geregtig op 8 uur bystand tot 'n maksimum van 416 uur; met dien verstande dat waar die getal ure wat 'n bydraer toekom, weens die betaling van siektebystand ingevolge die bepaling van subartikel (2) hiervan verminder word, die saldo wat die bydraer tegoed het, met 8 uur vir elke verdere bydrae vermeerder moet word tot hoogstens 416 uur; en voorts met dien verstande dat, vir sover dit hierdie Ooreenkoms betref, daar by die bydraes hierin gemeld, ook die bedrae ingesluit word wat die betrokke werknemer ingevolge 'n vorige Ooreenkoms van die Raad tot die fonds bygedra het.

(2) Wanneer 'n werkgewer van 'n werknemer 'n sertifikaat ontvang waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, moet hy vir elke uur van afwesigheid gedurende die gewone week aan sodanige werknemer die siektebystand wat van toepassing is op die groep waarin hy die laaste maal bygedra het, betaal teen die volgende skaal:—

- Groep 1: 5d. per uur;
 Groep 2: 9d. per uur;
 Groep 3: 1s. per uur;
 Groep 4: 1s. 4d. per uur,

met dien verstande dat—

- (a) geen siektebystand vir die eerste dag van afwesigheid weens siekte betaal word nie;
 (b) elke sertifikaat wat deur 'n geneesheer uitgereik word, geldig is vir sewe dae vanaf die datum van uitreiking, maar dat die Bestuurskomitee in die geval van 'n langdurige siekte die sertifikaat van 'n geneesheer vir sodanige langer tydperk as wat die komitee mag bepaal, kan aanneem;

5. CLASSIFICATION OF EMPLOYEES.

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

(i) Footwear and General Goods Sections.

- Group 1.—Employees whose wages for a normal week are less than £2. 8s.
 Group 2.—Employees whose wages for a normal week are not less than £2. 8s. but less than £3. 12s.
 Group 3.—Employees whose wages for a normal week are not less than £3. 12s. but less than £4. 16s.
 Group 4.—Employees whose wages for a normal week are not less than £4. 16s.

(ii) Tanning Section.

- Group 1.—Employees whose wages for a normal week are less than £2. 16s.
 Group 2.—Employees whose wages for a normal week are not less than £2. 16s. but less than £4. 4s.
 Group 3.—Employees whose wages for a normal week are not less than £4. 4s. but less than £5. 12s.
 Group 4.—Employees whose wages for a normal week are not less than £5. 12s.

“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 (hereinafter referred to as “employee's” contributions):—

- Employee in Group 1: The sum of 7d.
 Employee in Group 2: The sum of 9d.
 Employee in Group 3: The sum of 11d.
 Employee in Group 4: The sum of 1s. 1d.

and to the amounts so deducted the employer shall each week add in respect of each employee the following amount (hereinafter referred to as “employer's” contribution):—

- Employee in Group 1: The sum of 6d.
 Employee in Group 2: The sum of 7d.
 Employee in Group 3: The sum of 9d.
 Employee in Group 4: The sum of 10d.

(2) Each employer shall forward the sum of the employee's contributions and employer's contributions referred to in sub-section (1) not later than the seventh day of the following month, together with a statement in such form as the management committee may from time to time prescribe, to the Secretary or to such other place as the management committee may determine.

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 section 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 section 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-section (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) 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: 5d. per hour;
 Group 2: 9d. per hour;
 Group 3: 1s. per hour;
 Group 4: 1s. 4d. 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) daar geen bystand vir 'n groter getal ure as dié wat die werknemer ingevolge die bepalings van subartikel (1) hier- van toekom, betaalbaar is nie;
- (d) „uur” 'n gewone uur beteken wat die werknemer (afgesien van korttyd of oortyd) sou gewerk het as hy nie van die werk afwesig was nie;

en voorts met dien verstande dat—

- (i) daar geen siektebystand aan 'n werknemer betaal word nie wie se siekte, ongesteldheid of kwaal volgens die mening van die bestuurskomitee of die plaaslike komitee, na gelang van die geval, aan wangedrag of buitensporige gebruik van sterk drank of verdovingsmiddels toegeskrif kan word of te wyte is aan beserings opgedoen as gevolg van enige vorm van burgerlike oproer of betrokkenheid by openbare opstand;
- (ii) daar geen siektebystand betaalbaar is nie vir openbare vakansiedae soos in 'n Ooreenkoms van die Raad gespesi- fiseer of vir 'n gedeelte van die jaarlikse verlof tydperk waarvoor 'n werknemer besoldiging ingevolge die bepalings van 'n Ooreenkoms van die Raad ontvang;
- (iii) daar geen siektebystand betaalbaar is nie indien die betrokke werknemer ingevolge die bepalings van die Ongevalwet, 1941, skadeloosstelling ten opsigte daarvan ontvang;
- (iv) daar geen siektebystand in die geval van 'n bevalling betaalbaar is nie gedurende die tydperk van vier weke voor en agt weke na die datum van die bevalling, wanneer die bydraer op voordele kragtens die Wet op Fabriek- en Masjinerie en Bouwerk, 1941, geregtig is.

(3) Aan alle nagwerkers in diens in die Skoëisel- of Algemene Goedere- of Looiafdeling van die Leernywerheid, moet daar voordele betaal word asof hulle dagwerkers is wat gewoonlik die ure werk wat onderskeidelik vir dagwerkers in die ooreen- komste vir die Skoëisel-, Algemene Goedere- en Looiafdeling voorgeskryf word.

(4) (i) Behoudens die bepalings van subparagraaf (ii) van hier- die subartikel, is geen siektebystand betaalbaar aan 'n bydraer wat werkloos is nie; met dien verstande dat daar aan 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siektebystand ontvang, steeds siektebystand betaal moet word tot- dat die getal ure wat hy tegoeë het, opgebruik is of tot 13 weke nadat sy diens beëindig is, na gelang van die vroegste, en voorts behoudens die voorlegging van die doktersertifikaat wat in die Ooreenkoms voorgeskryf word.

(ii) Geen siektebystand of ander voordele is aan werklose bydraers betaalbaar gedurende die tydperk waarin hulle daartoe geregtig is om voordele ingevolge die Werkloosheidsversekerings- wet, 1946, te ontvang nie.

(iii) Ingeval 'n werklose bydraer weer werk in die leernywer- heid kry binne 'n tydperk van 13 weke vanaf die datum waarop hy werkloos geword het, word hy geag ononderbroke in diens te gewees het, en hy moet by sy nuwe werkgever gekrediteer word met die getal siektebystandure wat hy tot op die datum waarop hy werkloos geword het, tegoeë gehad het. Ingeval 'n werklose bydraer weer in die nywerheid in diens tree na afloop van die tydperk van 13 weke, word hy vir die doel van hierdie fonds geag 'n nuwe werknemer in die nywerheid te wees.

(5) Voor of op die sewende dag van elke maand moet elke werkgever wat ingevolge die bepalings van subartikel (2) 'n bedrag aan 'n werknemer betaal het, 'n staat in duplo ten opsigte van die voorafgaande kalendermaand aan die bestuurskomitee stuur waarin die volle name van die werknemers wat voordele ontvang het, hul groep, die getal dae waarvoor hulle voordele ontvang het en die bedrag van die voordele aangegee word. Die staat moet vergesel gaan van sertifikate van geneeshere en kwitansies, deur die werknemers onderteken, vir bedrae ten opsigte van voordele wat hulle ontvang het. By ontvangs van die staat betaal die bestuurskomitee, indien hy daarvan oortuig is dat dit in order is, die uitbetaalde bedrag aan die werkgever terug. Indien daar te eniger tyd bewys verkry word dat daar aan 'n werkgever 'n bedrag terugbetaal is wat hy nie ten opsigte van voordele betaal het of moes betaal het nie, is die werkgever daarvoor aansprek- lik om die bedrag aan die Raad terug te betaal.

Ondanks andersluidende bepalings in hierdie subartikel, kan daar nie van die bestuurskomitee vereis word om 'n staat wat nie binne 'n tydperk van vier (4) maande vanaf die datum waarop die werkgever sodanige staat ingevolge hierdie subartikel moes aangesuur het, gestuur is aan en ontvang is deur die bestuurs- komitee, as geldig te beskou nie en ewemin kan die bestuurs- komitee aanspreklik gehou word vir die terugbetaling, aan die werkgever, van die bedrag of bedrae waarop daar kragtens so 'n staat aanspraak gemaak word.

(6) Wanneer 'n werknemer die diens van sy werkgever verlaat, moet die werkgever sy bydraeboek aan hom oorhandig en sodanige werknemer moet dit oorhandig aan sy volgende werk- gewer wat dit ingevolge die bepalings van artikel 7 hiervan moet hou.

9. GENEESKUNDIGE EN FARMASEUTIESE VOORDELE.

Behoudens die bepalings van artikel 10, is 'n werknemer geregtig op—

- (i) algemene geneeskundige behandeling deur die geneeskun- dige beampste deur die fonds aangestel, uitgesonderd beval- lings, maar met inbegrip van die werk wat die genees- kundige beampste mag instem om binne die bestek van die fonds te verrig;

- (c) no payment in excess of the number of hours accrued in terms of sub-section (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 in- volvement 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;

- (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.

(3) All night workers employed in the Footwear or General Goods 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 and Tanning Sections, respectively.

(4) (i) Subject to the provisions of sub-paragraph (ii) of this sub-section 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 sub- ject 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.

(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 un- employed, he shall be deemed to have been continuously employed and the number of hours of sick pay benefit 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 expira- tion 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-section (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' cer- tificates and receipts signed by the employees for the amounts of benefit received. Upon receipt of the statement the manage- ment 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.

Notwithstanding anything to the contrary contained in this sub-section 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-section nor shall the Management Committee be liable to refund to the employer the amount or amounts claimed under any such statement.

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

9. MEDICAL AND PHARMACEUTICAL BENEFIT.

Subject to the provisions of section 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) inspuitings, uitgesonderd inenting en voorbehoedende inspuitings, wat deur die geneeskundige beamppte toegedien word;
- (iii) massering in opdrag van die geneeskundige beamppte;
- (iv) die verskaffing, op gesag van 'n voorskrif geteken deur die geneeskundige beamppte, van medisyne, verdowingsmiddels, salf, verbande en wasmiddels deur 'n apteek wat die bestuurskomitee aangewys het,

met dien verstande dat 'n werknemer nie daartoe geregtig is om geneeskundige en farmaseutiese voordele ingevolge die bepalings van hierdie artikel vir langer as drie kalendermaande ten opsigte van dieselfde siekte, ongesteldheid of kwaal te ontvang nie en met die voorbehoud dat hierdie tydperk na goedgekeurde van die bestuurskomitee verleng kan word.

Die koste van die geneeskundige behandeling of farmaseutiese goedere word deur die bestuurskomitee betaal by voorlegging, aan hom, van bevredigende rekenings deur die geneeskundige beamptes en aptekers deur hom aangestel.

'n Werknemer wat werkloos word, is vanaf die datum waarop hy werkloos word, nie op mediese en farmaseutiese voordele ingevolge hierdie artikel geregtig nie tensy sy diens geëindig het gedurende die tydperk waarin hy geregtig was op siektebystand ingevolge klousule 8 (4), en in so 'n geval hou hy aan om die mediese en farmaseutiese voordele te ontvang vir die tydperk ten opsigte waarvan hy geregtig is om siektebystand te ontvang.

'n Bydraer ten opsigte van wie 'n geneesheer of 'n geneeskundige beamppte sertifiseer dat hy aan tuberkulose ly, is met ingang van die datum van sodanige sertifikaat nie op voordele ingevolge hierdie artikel geregtig nie.

10. IDENTIFIKASIEKAARTE.

(1) Aan elke bydraer moet daar 'n identifikasiekaart verskaf word wat in die vorm gedruk is wat die bestuurskomitee van tyd tot tyd mag bepaal.

So 'n kaart moet deur die werkgewer onderteken word en die werkgewer moet daarop sertifiseer dat die werknemer 'n bydraer is en ooreenkomstig die bepalings van die fonds op geneeskundige en farmaseutiese voordele geregtig is.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is 'n bydraer nie op geneeskundige of farmaseutiese voordele geregtig nie tensy hy 'n identifikasiekaart wat behoorlik onderteken en ingevul is ooreenkomstig die bepalings van hierdie subartikel, besit en dit toon aan die geneeskundige beamppte of die apteker wat deur die bestuurskomitee aangestel is, en geen geneeskundige beamppte of apteker mag iemand ingevolge die bepalings van hierdie Ooreenkoms geneeskundige behandeling of van farmaseutiese goedere voorsien nie tensy so iemand 'n identifikasiekaart aan hom toon soos in hierdie subartikel bepaal.

(2) Ingeval 'n bydraer sy identifikasiekaart verloor, moet hy by die bestuurskomitee of die plaaslike komitee aansoek doen om die uitreiking van 'n duplikaat teen betaling van 'n bedrag van hoogstens 1s., al na die betrokke komitee mag bepaal.

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

(4) Ingeval 'n werknemer binne 13 weke nadat hy die nywerheid verlaat het, weer werk in die Leernywerheid kry, moet hy sy bydraeboek aan sy nuwe werkgewer oorhandig wat dit ooreenkomstig die bepalings van artikel 7 van hierdie Ooreenkoms moet bewaar, en die werkgewer moet hom onmiddellik van 'n nuwe kaartjie voorsien soos in subartikel (1) van hierdie artikel bepaal.

(5) As 'n werknemer sonder diensopsegging vertrek of nie sy kaartjie ingevolge subartikel (3) van hierdie artikel aan sy werkgewer oorhandig nie, moet die werkgewer die bydraeboek van so 'n werknemer aan die bestuurskomitee stuur.

11. FINANSIËLE BEHEER.

(1) (a) Die voordele word gestaak sodra die bedrag wat in die krediet van die fonds staan, tot minder as £2,500 daal, en verdere uitbetalings word nie hervat nie voordat die bedrag wat in die krediet van die fonds staan, £3,500 bedra. Sodra die bedrag wat in die krediet van die fonds staan, laer as £2,500 daal, moet die Sekretaris die werkgewers daarvan in kennis stel en sodra daar weer 'n aanvraag met die betaling van voordele gemaak kan word, moet hulle ook in kennis gestel word.

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

(c) Die Sekretaris moet elke jaar so gou moontlik na 30 Junie 'n staat opstel waarin die gelde wat ontvang is gedurende die twaalf maande wat op 30 Junie geëindig het, asook besonderhede van die uitgawes gedurende gemelde tydperk aangegee word. Sodanige staat moet vir ouditering aan 'n openbare rekenmeester deur die bestuurskomitee aangestel, voorgelê en saam met die ouditeur se verslag aan die Raad voorgelê word.

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

(e) Alle uitgawes in verband met die administrasie van die fonds word teen die fonds in rekening gebring.

(2) (a) Alle gelde wat in die fonds gestort word, moet gedeponeer word in 'n spesiale rekening wat in die naam van die fonds by 'n bank en/of 'n inrigting deur die Raad goedgekeur, geopen moet word.

- (ii) injections, excluding vaccination and preventative injections administered by the medical officer;
- (iii) massage at the direction of the medical officer;
- (iv) supplies of medicine, drugs, ointment, bandages and lotions from a pharmacy appointed by the management committee, on the authority of a prescription signed by the medical officer;

provided that an employee shall not be entitled to receive medical and pharmaceutical benefits in terms of this section 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.

The cost of medical attention or pharmaceutical supplies 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.

An employee who becomes unemployed shall not be entitled to medical and pharmaceutical benefits under this section 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.

A contributor who is certified by a medical officer or practitioner to be suffering from tuberculosis shall not be entitled to benefit under this section 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-section, 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-section.

(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 1s. 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 section 7 of this Agreement, and the employer shall forthwith issue him with a new card in terms of sub-section (1) of this section.

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

11. FINANCIAL CONTROL.

(1) (a) Benefits shall cease whenever the amount standing to the credit of the fund falls below £2,500, and further payments shall not recommence until the amount standing to the credit of the fund has reached the sum of £3,500. Employers shall be advised by the Secretary immediately the amount standing to the credit of the fund falls below £2,500 and shall also be advised as soon as the payment of benefits may be recommenced.

(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) Alle gelde wat die bestuurskomitee as te veel vir sy veristes beskou, kan by 'n bank of 'n geregistreerde bougenootskap gedeponeer of in Unieleningssertifikate belê word; met dien verstande dat voldoende geld so likwied gehou word dat die komitee onmiddellik sy verpligtings kan nakom sodra dit van hom vereis word.

(c) Alle betalings uit die fonds moet per tjek en op rekening van die fonds geskied. Die tjeks word onderteken deur twee persone wat behoorlik deur die bestuurskomitee daartoe gemagtig is.

(3) Indien hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk, moet die bestuurskomitee voortgaan om die fonds te administreer totdat dit of gelikwied of deur die Raad oorgedra word aan 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds in die lewe geroep is.

(4) Ingeval die Raad gedurende die tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, ontbind word of nie meer funksioneer nie, moet die bestuurskomitee of dié ander persone wat die Minister mag aanwys, voortgaan om die fonds te administreer, en die lede waaruit die komitee bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag lede van die komitee te wees; met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Minister uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, geval kan word ten einde te verseker dat daar 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers en 'n gelyke getal plaasvervangers vir hulle in die ledetal van die komitee is. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of as daar 'n dooie punt bereik word wat, volgens die mening van die Minister, die administrasie van die fonds onprakties of onwenslik maak, kan hy 'n trustee of trustees wat al die bevoegdhede van die komitee vir sodanige doeleindes besit, aanstel om die pligte van die komitee uit te voer. By die verstryking van hierdie Ooreenkoms moet die fonds gelikwied word op die wyse voorgeskryf in subartikel (5), en indien die Raad by die verstryking van die Ooreenkoms alreeds gelikwied en sy bates verdeel is, moet die saldo van die 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 uitmaak.

(5) By die likwidasië van die fonds ingevolge subartikel (3) van hierdie artikel, moet die gelde wat nog in die krediet van die fonds staan nadat alle eise teen die fonds, insluitende administrasie- en likwidasiëuitgawes, betaal is, in die fondse van die Raad gestort word.

12. AGENTE.

Die Raad moet een of meer persone as agente aanstel om behulpzaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer om sodanige persone toe te laat om sy inrigting binne te gaan en die navrae te doen, die dokumente, boeke betaalstate, betaalboekerte en loonkaarte na te gaan en dié persone 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 kan om 'n grondige en afdoende rede en op die aanbeveling van 'n distrikskomitee of uit eie beweging vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleë.

Namens die partye, op hede die 19de dag van Maart 1959, in Port Elizabeth onderteken.

MNR. L. DUBB,
Lid van Raad.

MNR. B. A. KEYTER,
Lid van Raad.

MNR. A. DE KOCK,
Algemene Sekretaris van die Raad.

(b) Any 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.

(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-section (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-section (3) of this section, 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. AGENTS.

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

13. EXEMPTIONS.

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

Signed at Port Elizabeth, on behalf of the parties, on this 19th day of March, 1959.

MR. L. DUBB,
Member of the Council.

MR. B. A. KEYTER,
Member of the Council.

MR. A. DE KOCK,
General Secretary of the Council.

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