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[No. 502.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 738.]

[17 May 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—PROVIDENT FUND.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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 19th day of May, 1963, and for the period ending on the 18th day of May, 1968, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in clauses 1, 2 (b), 3 (2), 4 and 6 to 9 (inclusive) of the said Agreement shall be binding from the 19th day of May, 1963, and for the period ending on the 18th day of May, 1968, 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; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Republic of South Africa and from the 19th day of May, 1963, and for the period ending on the 18th day of May, 1968, the provisions contained in clauses 1, 2 (b), 3 (2), 4 and 6 to 9 (inclusive), 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.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 738.]

[17 Mei 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—BYSTANDSFONDS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, van die 19de dag van Mei 1963 af, en vir die tydperk wat op die 18de Mei 1968 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 vakverenigings 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), 3 (2), 4 en 6 tot en met 9, van genoemde ooreenkoms van die 19de dag van Mei 1963 af en vir die tydperk wat op die 18de dag van Mei 1968 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; 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), 3 (2), 4 en 6 tot en met 9 van genoemde Ooreenkoms van die 19de dag van Mei 1963 af en vir die tydperk wat op die 18de dag van Mei 1968 eindig, in die Republiek van Suid-Afrika, *mutatis mutandis* bindend is vir alle Naturelle in diens 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 Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA PROVIDENT FUND.

AGREEMENT.

Whereas a contract in accordance with the Annexure B hereto has been entered into between the National Industrial Council of the Leather Industry of South Africa and the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, for the administration of the Fund as hereinafter provided for, now therefor—

- (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) The South African Tanning Employers' Organisation;
- (hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and
- (g) National Union of Leather Workers;
 - (h) Transvaal Leather and Allied Trades Industrial Union; and
 - (i) 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 hereby agree as follows, in terms of the Industrial Conciliation Act, 1956:—

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 that Act shall include any amendments of the 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 provisions of the Apprenticeship Act, 1944, as amended;

"Council" means National Industrial Council of the Leather Industry of South Africa registered in terms of section two of Act No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1956;

"Executive" means the Executive Committee of the Council appointed in terms of its Constitution;

"experience" means the total period or periods of employment whether prior or subsequent to the date on this Agreement of the Council comes into force which an employee has had in the Industry on operations within the jurisdiction of the Council including the annual leave provided for in any agreement of the Council and the normal period of compulsory defence force training leave but excluding any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

"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;

"Fund" means the Provident Fund established under this Agreement;

"Fund week" means a week calculated from midnight between Friday and Saturday to midnight the next succeeding Friday and Saturday;

"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 afore-mentioned;

BYLAE.

BYSTANDSFONDS VAN DIE NASIONALE NYWERHEIDS-RAAD VIR DIE LEERNYWERHEID VAN SUID-AFRIKA.

OOREENKOMS.

Nademaal 'n kontrak ooreenkomsig Aanhangel B hierby tussen die Nasionale Nywerheidsraad vir die Leernywerheid en die Port Elizabeth Board of Executors and Commercial Trust Company, Limited, aangegaan is vir die administrasie van die Fonds soos hieronder bepaal word, kom—

- (a) The Midland and Border Leather 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) The South African Tanning Employers' Organisation
- (hieronder „die werkgewers” of „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 „vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, kragtens die Wet op Nywerheids-versoening, 1956, as volg ooreen:—

1. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkomis gebring is in die Wet op Nywerheidsversoening, 1956, omskryf is, het dieselfde betekenis as in dié Wet, en verwysings na dié Wet omvat enige wysiging daarvan, en, behalwe waar die teenoorgestelde blykbaar bedoel word, omvat woorde wat die manlike geslag aandui ook vroue; verder, tensy dit met die inhoud in stryd is, beteken—

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

„uitvoerende gesag” die Uitvoerende Komitee van die Raad, aangestel kragtens sy konstitusie;

„oondervinding” die totale tydperk of tydperke diens, afgesien daarvan of dit voor of na die datum waarop dié Ooreenkomis van die Raad in werking tree, 'n aanvang geneem het of neem, wat die werknemer in die Nywerheid het i.v.m. werksaamhede wat onder die regsbevoegdheid van die Raad val, met inbegrip van die jaarlikse verlof waarvoor daar in enige ooreenkomis van die Raad voorsiening gemaak is en die gewone tydperk van verpligte verlof vir opleiding in die Weermag, maar met uitsondering van enige tydperk of tydperke wat langer as drie opeenvolgende weke is waarin die werknemer van sy werk afwesig is weens 'n rede wat nie aan die werkgewer toe te skryf is nie;

„skoeiselafdeling” van die Leernywerheid, die afdeling van die Nywerheid waarin werkgewers en werknemers 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;

„Fonds” die Bystandsfonds wat ingevolge die Ooreenkomis gestig is;

„Fondsweek” 'n week bereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die daaropvolgende Vrydag en Saterdag;

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

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
 - (a) dokumentetasse, sakke en alle ander houters bedoel vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;
 - (b) tuie, tome, saalmakerstuig, saalsakke, kamaste, buikgorde, stiegrieme, militêre uitrusting, uitgesonderd kledingstukke; dameshandsakke, inkoop-sakke, breisakke, Bantoesakke—die soort wat gewoonlik Xhosasakke genoem word—sakportefeuljes, beursies, horlosiebande, gewrigsbande, halsbande vir honde, leiband vir honde, kombesbande, kruisbande, lyfbande, kousphouers, kousbande, armbande en alle soortgelyke artikels, afgesien van die aard daarvan, maar wat bedoel is om enigen van bogenoemde artikels te vervang;

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

- (1) for the manufacture mainly from leather of—
 - (a) footwear, including all types, but not including bespoke footwear;
 - (b) attache cases, bags and all other containers designed to hold personal effects, sporting kit, tools and documents;
 - (c) harness, bridles, saddlery, saddle bags, leggings, girths, stirrup straps, military equipment other than clothing, ladies' bags, shopping bags, knitting bags, Native bags of the type commonly known as "Xosa bags", wallets, purposes, 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.

"member of the Fund" means any person who contributes or has contributed to the Fund as an employee in terms of this Agreement.

"nominee" means any person appointed by a member to whom any benefits accruing to such member at the time of his death shall be paid;

"retiral age" means the age of 60 years in the case of male members and 55 years in the case of female members;

"Secretary" means the General Secretary of the Council and includes any official appointed to assist the secretary;

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

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

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 have been registered or any conditions fixed thereunder, in the Republic of South Africa.

3. DATE AND PERIOD OF OPERATION.

(1) 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 five years or such period as may be determined by him.

(2) 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 three months from the expiry of this Agreement or any extension thereof, or in the event of the failure of the Management Committee to administer the Fund during the currency of this Agreement, the Fund shall be administered by the firm of the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, in terms of clause 7 or if the Company is unable or unwilling to administer the Fund, by any other trustee or trustees appointed by the Registrar and in the event of a subsequent Agreement not being negotiated within a period of two years from the expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the firm of Port Elizabeth Board of Executors and Commercial Trust Company, Limited, or any other trustee or trustees appointed by the Registrar as though the employees in question had left the Industry except that periodical payments of benefit shall be continued by the Trustee(s) until the amounts to their credit are exhausted.

- (2) in inrigtings waar leerartikels ook gemaak word, vir die vervaardiging uit ander materiaal as leer van die artikels in subparagraaf (1) genoem; met dien verstande dat dié paragraaf nie die vervaardiging omvat van inkoop-sakke wat hoofsaaklik uit papier vervaardig word nie;
- (3) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, veselstof, hout, weefstof, seildoek of lakenstof of 'n samestelling daarvan.

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

- (1) vir die vervaardiging, hoofsaaklik uit leer, van—
 - (a) skoel van alle soorte, uitgesonderd maatskoelers;
 - (b) dokumentetasse, sakke en alle ander houers wat bedoel is vir persoonlike besittings, sportuitrusting, gereedskap en dokumente;
 - (c) tuie, tome, saalmakerstuig, saalsakke, kamaste, buikgorde, stiegrime, militêre uitrusting, uitgesonderd kledingstukke; dameshandsakke, inkoop-sakke, breisakke, Bantoesakke—die soort wat gewoonlik Xhosasakke genoem word—sakportefeuljes, beursies, horlosiebande, gewrigsbande, halsbande vir honde, leiband vir honde; kombersbande, kruisbande, lyfbande, kousophouers, kousbande, armbande en alle soortgelyke artikels, afgesien van die aard daarvan, maar wat bedoel is om engeen van bogenoemde artikels te vervang;
- (2) vir die looi, skraap en aankoop van huide en velle;
- (3) in inrigtings waar leerartikels ook gemaak word, vir die vervaardiging uit ander materiaal as leer van die artikels in subparagraaf (1) genoem; met dien verstande dat dié paragraaf nie die vervaardiging van inkoop-sakke wat hoofsaaklik uit papier vervaardig word, omvat nie;
- (4) vir die vervaardiging van alle soorte skoel uit ander materiaal as leer;
- (5) vir die vervaardiging van reisbenodigdhede, met inbegrip van koffers, hoofsaaklik uit leer, veselstof, hout, weefstof, seildoek of lakenstof of 'n samestelling daarvan;

"lid van die Fonds" iemand wat as werknemer kragtens hierdie Ooreenkoms tot die Fonds bydra of bygedra het;

"benoemde persoon" iemand deur 'n lid benoem, aan wie enige voordele wat aan sodanige lid by sy dood verskuldig is, betaal moet word;

"aftree ouderdom" die ouderdom 60 jaar in die geval van manlike lede en 55 jaar in die geval van vroulike lede;

"Sekretaris" die Hoofsekretaris van die Raad, en omvat enige amptenaar wat aangestel is om die sekretaris te help;

"looi afdeling" van die Leernywerheid die afdeling van die Nywerheid waarin werkgewers en werknemers geassosieer is vir die looi, skraap en/of aankoop van huide en velle;

"loon" die basiese weekloon (met uitsondering van lewenskostoelae, oortyd of aanvullingsloon) soos in enige loon-reëlingsdokument in die Nywerheid voorgeskryf, of, na gelang van die hoogste, die gewone weeklikse besoldiging (met uitsondering van lewenskostoelae, oortyd of aanvullingsloon) wat deur 'n werknemer ontvang word.

2. TOEPASSINGSREKTE.

Die bepalinge van die Ooreenkoms moet in die Republiek 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 dit nie strydig is met die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat geregistreer is of geag word geregistreer te wees of enige voorwaardes daarkragtens gestel nie.

3. DATUM EN TERMYN VAN TOEPASSING.

(1) Die Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel agt-en-veertig van die Wet vasstel en bly van krag vir vyf jaar of vir die tydperk wat hy bepaal.

(2) As die Ooreenkoms of 'n verlenging daarvan verval, en as geen verdere ooreenkoms met die doel om die Fonds in werking te hou, binne drie maande na die vervaldatum van die Ooreenkoms of 'n verlenging daarvan opgestel word nie, of as die Bestuurskomitee gedurende die termyn van die Ooreenkoms in gebreke bly om die Fonds te administreer, moet die Fonds deur die firma Port Elizabeth Board of Executors and Commercial Trust Company, Limited, kragtens klousule 7 geadmistreer word, of indien dié Maatskappy nie in staat is of bereid is om die Fonds te administreer nie, deur enige ander trustee of trustees wat die Registrateur aanstel, en ingeval 'n verdere Ooreenkoms nie binne twee jaar na die vervaldatum van die Ooreenkoms of 'n verlenging daarvan aangeaan word nie, moet die Fonds deur die firma Port Elizabeth Board of Executors and Commercial Trust Company, Limited, of 'n ander trustee of trustees wat die Registrateur aanstel, gelikwied word asof die betrokke werknemers die Nywerheid verlaat het, behalwe dat voordele van tyd tot tyd nog deur die trustee(s) uitbetaal moet word totdat die bedrae aan hulle verskuldig heeltemal uitgeput is.

4. PROVIDENT FUND.

(1) There shall be established a Provident Fund, the purpose of which shall be the provision of benefits to employees in the Industry.

The Fund shall consist of—

- (a) the Fund established pursuant to the Agreement published in the Schedule to Government Notice No. 650, dated 9th May, 1958, as amended by the Agreement published in the Schedule to Government Notice No. 299, dated 24th February, 1961, and further amended by the Agreement published in the Schedule to Government Notice No. 1498, dated 14th September, 1962.
- (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 sums to which the Fund may become entitled.

(2) The Fund shall be under the control of a Management Committee appointed by the Council consisting of three representatives of the employers and three representatives of the trade unions.

An alternate may be appointed in respect of each representative. The Management Committee shall elect a Chairman and Vice-Chairman from amongst its members, and shall prescribe its own rules of procedure. Should the Management Committee be unable to perform its duties for any reason, the Executive Committee shall perform those duties and exercise its powers.

(3) The Management Committee shall have the power to make, amend and alter rules governing the administration of the Fund and may, on the advice of an actuary recommend to the Council that it alter the contributions payable to the Fund under sub-clause (6) of this clause by way of agreement in terms of the Act.

(4) The Management Committee shall collect all revenue and shall have the power to invest moneys surplus to current requirements as set out in clause 4 (8) (b). The Management Committee shall have the power to appoint a Public Accountant as auditor, an actuary, a secretary and staff on such terms and conditions as it thinks fit and to vary such appointments.

(5) Local representatives or local committees may be established by the Management Committee to assist it in the administration of the Fund. Local Committees shall be representative equally of employers and employees and their scope and functions shall be determined by the Management Committee.

Contributions.

(6) (a) Subject to the provisions of clause 4 (12) all employees for whom wages are prescribed in any Agreement of the Council having not less than a total of two years' experience in the Industry shall become members of the Fund and contribute on the following basis:—

(i) Employees engaged in the Footwear and General Goods Sections:—

- Group 1: Employees whose wages are less than R4.80 per week shall contribute 10c per week.
- Group 2: Employees whose wages are not less than R4.80 per week but less than R7.20 per week shall contribute 20c per week.
- Group 3: Employees whose wages are not less than R7.20 per week but less than R9.60 per week shall contribute 30c per week.
- Group 4: Employees whose wages are not less than R9.60 per week shall contribute 40c per week.

(ii) Employees engaged in the Tanning Section:—

- Group 1: Employees whose wages are less than R5.90 per week shall contribute 10c per week.
- Group 2: Employees whose wages are not less than R5.90 per week but less than R8.80 per week shall contribute 20c per week.
- Group 3: Employees whose wages are not less than R8.80 per week but less than R11.50 per week shall contribute 30c per week.
- Group 4: Employees whose wages are not less than R11.50 per week shall contribute 40c per week.

The Management Committee may admit an apprentice as a member of the Fund at the request of such apprentice. Contributions on the above basis payable by an apprentice so admitted shall be voluntary and shall not be deducted from his earnings.

(b) Every employer shall on each pay day deduct from the wages of each of his employees, excluding apprentices, who is a member of the Fund an amount in accordance with sub-clause (a) of this clause, and to the aggregate of the amounts so deducted and the voluntary contributions of apprentices, he shall add an equal amount and forward not later than the seventh day of the following month the total sum to the Secretary or to such other place as the Management Committee may determine, together with a statement in accordance with Annexure "A" hereto.

It shall be the responsibility of the employers to ensure that deductions are made from the wages of all employees who qualify for membership of the Fund and the employer shall be responsible for accounting to the Fund for both his own and the employees' contributions.

4. BYSTANDSFONDS.

(1) 'n Bystandsfonds word gestig met die doel om voordele aan werknemers in die Nywerheid te betaal.

Die Fonds bestaan uit—

- (a) die Fonds gestig ingevolge die Ooreenkoms gepubliseer in die bylae van Goewermentskennisgewing No. 650 van 9 Mei 1958, soos gewysig by die Ooreenkoms gepubliseer in die bylae van Goewermentskennisgewing No. 299 van 24 Februarie 1961, en verder gewysig by die Ooreenkoms gepubliseer in die bylae van Goewermentskennisgewing No. 1498 van 14 September 1962.
- (b) bydraes wat kragtens die Ooreenkoms in die Fonds gestort word;
- (c) rente verkry uit die belegging van gelde van die Fonds;
- (d) enige ander bedrae waartoe die fonds geregtig mag word.

(2) Die Fonds word beheer deur 'n Bestuurskomitee aangestel deur die Raad en bestaande uit drie verteenwoordigers van die werkgewers en drie van die vakverenigings.

'n Plaasvervanger kan vir elke verteenwoordiger aangestel word. Die Bestuurskomitee kies 'n voorsitter en 'n vise-voorsitter uit sy geledere en skryf sy eie prosedurereëls voor. Indien die Bestuurskomitee om enige rede nie in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee dié pligte waarneem en sy magte uitoefen.

(3) Die Bestuurskomitee het die bevoegdheid om reëls wat die administrasie van die Fonds beheer, op te stel, te wysig en te verander, en kan, op advies van 'n aktuaris, by die Raad aanbeveel dat hy die bydraes kragtens subklousule (6) van dié klousule aan die Fonds betaalbaar, deur 'n ooreenkoms ingevolge die Wet wysig.

(4) Die Bestuurskomitee moet alle inkomste invorder en het die bevoegdheid om gelde wat oorbly nadat algemene verpligtings nagekom is, te belê soos vermeld in klousule 4 (8) (b). Die Bestuurskomitee het ook die bevoegdheid om 'n openbare rekenmeester as ouditeur, 'n aktuaris, 'n sekretaris en personeellede volgens die bepalinge en voorwaardes wat hy geskik ag, aan te stel en om sodanige aanstellings te verander.

(5) Die Bestuurskomitee kan plaaslike verteenwoordigers of plaaslike komitees aanstel om by die administrasie van die Fonds behulpsaam te wees. Plaaslike komitees moet om die helfte uit verteenwoordigers van die werkgewers en werknemers bestaan, en die Bestuurskomitee moet ook die omvang van hul bevoegdheid en hul pligte vasstel.

Bydraes.

(6) (a) Behoudens die bepalinge van klousule 4 (12) moet alle werknemers vir wie lone voorgeskryf is in 'n ooreenkoms van die Raad en wat altesaam minstens twee jaar ondervinding in die Nywerheid opgedoen het, lid van die Fonds word en op die volgende grondslag bydra:—

(i) Werknemers in diens in die Skoeisel- en die Algemene Goedere-afdeling—

- Groep 1: Werknemers wie se loon minder as R4.80 per week is, dra 10c per week by.
- Groep 2: Werknemers wie se loon minstens R4.80 per week maar minder as R7.20 per week is, dra 20c per week by.
- Groep 3: Werknemers wie se loon minstens R7.20 per week maar minder as R9.60 per week is, dra 30c per week by.
- Groep 4: Werknemers wie se loon minstens R9.60 per week is, dra 40c per week by.

(ii) Werknemers in diens in die Looi-afdeling—

- Groep 1: Werknemers wie se loon minder as R5.90 per week is, dra 10c per week by.
- Groep 2: Werknemers wie se loon minstens R5.90 per week maar minder as R8.80 per week is, dra 20c per week by.
- Groep 3: Werknemers wie se loon minstens R8.80 per week maar minder as R11.50 per week is, dra 30c per week by.
- Groep 4: Werknemers wie se loon minstens R11.50 per week is, dra 40c per week by.

Die Bestuurskomitee kan 'n vakleerling wat dit versoek, tot die Fonds toelaat. Bydraes op bogenoemde basis wat deur 'n vakleerling betaalbaar is wat op dié manier toegelaat is, is vrywillig en mag nie van sy verdienste afgetrek word nie.

(b) Elke werkgewer moet op elke betaaldag van die loon van elkeen van sy werknemers wat lid van die Fonds is (uitgesonderd vakleerlinge), 'n bedrag ooreenkomstig subklousule (a) van dié klousule aftrek, en by die totale bedrae wat so afgetrek word en die vrywillige bydraes van die vakleerlinge, moet hy 'n gelyke bedrag voeg; dié totale bedrag, saam met 'n staat in die vorm van Aanhangsel „A" hierby, moet op of voor die sewende dag van die daaropvolgende maand aan die Sekretaris of na die plek wat die Bestuurskomitee bepaal, gestuur word.

Dit is die werkgewers se verantwoordelikheid om te verseker dat aftrekkings van die lone van alle werknemers gedoen word wat vir lidmaatskap van die Fonds in aanmerking kom, en die werkgewer is daarvoor verantwoordelik om aan die Fonds rekening te gee van sy eie sowel as van die werknemers se bydraes.

(c) Contributions in respect of a member who receives wages for one day or more during any Fund week shall be payable in respect of a whole week.

(d) Where a member is employed by more than one employer in the industry during a Fund week, the employer by whom he is last employed during such week shall pay both his own contributions and those due by the member in respect of the whole week and may deduct the contribution due by such member from his earnings as provided in sub-clause (b) and no further contribution shall be payable by or in respect of such member in respect of that week, provided that where a member leaves his employment on a Thursday his employer shall deduct the contribution due by such member from his earnings and pay both his own contribution and those due by the member in respect of that week.

(e) An employer shall not deduct the whole or any part of his own contribution from the earnings of a member or receive any consideration from the member in respect of such contributions.

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

(g) Where a member works short time, both his own and his employer's contributions shall be continued in accordance with sub-clause (a) hereof.

(h) If any contribution is made in error to the Fund, the Fund shall not be liable to repay that contribution after the lapse of six months from the date of such payment.

(i) Whenever any benefit has been mistakenly paid to a member as a result of such member having made to the Fund payments which were not due, the Management Committee may set off the amount of benefit so paid—

- (i) against any sum claimed from the Fund as a repayment of such contributions which were not due; and
- (ii) against any future benefits that may become due by the Fund to the said member.

(j) Any member who re-enters the Industry after having left and received benefit in terms of clause 7 (a) hereof shall on production of evidence of previous membership of the Fund forthwith be re-admitted to membership but shall be regarded as a new member as from the date of re-admission; provided that if he repays to the Fund in cash the full amount which he received on leaving the Industry, the Management Committee shall have power to reinstate him with credit for his previous period of membership.

(k) A member who becomes re-engaged in the Industry without having received payment of benefit in terms of sub-clause (7) shall immediately become disentitled to any benefits which might have been payable had he not so become re-engaged and shall have credit from his previous period of membership.

Benefits.

(7) (a) If a member shall leave the Industry permanently for any reason other than those under paragraphs (b) and (c) hereof, he shall be entitled to the following benefits:—

- (i) If the total period of his contribution does not exceed two years the total amount contributed by him;
- (ii) If the total period of his contribution exceeds two years but does not exceed three years the total amount contributed by him plus 10 per cent thereof;
- (iii) If the total period of his contribution exceeds three years but does not exceed four years the total amount contributed by him plus 15 per cent thereof;
- (iv) for each succeeding year of contribution an additional 5 per cent with a maximum of 100 per cent;

and the total amount shall be paid three months after his leaving the Industry; provided that the Management Committee may pay moneys due to members in such instalments as it may deem fit.

(a) *bis*. In the event of a benefit becoming payable in terms of paragraph (a) after 31st December, 1959, in respect of any member who has had not less than 25 years' continuous service in the Industry, and who retires not more than five years prior to the attainment of the normal retiring age, he shall, on production of proof satisfactory to the Management Committee that the reasons for his retirement are due to circumstances beyond his control, be paid, in addition to the benefits referred to in paragraph (a), a further amount calculated on the following basis:—

- (i) An employee who retires not more than five years and not less than four years prior to normal retiring age: An amount equal to 50 per cent of the benefits payable in terms of paragraph (a).
- (ii) An employee who retires not more than four years and not less than three years prior to the normal retiring age: An amount equal to 60 per cent of the benefits payable in terms of paragraph (a).
- (iii) An employee who retires not more than three years and not less than two years prior to the normal retiring age: An amount equal to 70 per cent of the benefits payable in terms of paragraph (a).
- (iv) An employee who retires not more than two years and not less than one year prior to normal retiring age: An amount equal to 80 per cent of the benefits payable in terms of paragraph (a).

(c) Bydraes ten opsigte van 'n lid wat 'n loon vir een dag of meer gedurende 'n Fondswaek ontvang, is ten opsigte van die hele week betaalbaar.

(d) As 'n lid gedurende 'n Fondswaek vir meer as een werkgewer in die Nywerheid werk, moet die werkgewer by wie hy die laaste gedurende sodanige week in diens was, sowel sy eie bydraes as dié deur die lid betaalbaar, ten opsigte van die hele week betaal, en hy kan dié bydrae deur die lid betaalbaar van sy verdienste aftrek soos bepaal is in subklousule (b); geen verdere bydrae is dan deur of ten opsigte van sodanige lid ten opsigte van daardie week betaalbaar nie; met dien verstande dat as 'n lid sy diens op 'n Donderdag verlaat, die werkgewer die bydrae deur sodanige lid betaalbaar, van sy verdienste moet aftrek, en sowel sy eie bydrae as dié deur die lid betaalbaar ten opsigte van daardie week, betaal.

(e) 'n Werkgewer mag nie sy hele of 'n gedeelte van sy eie bydrae van die verdienste van 'n lid aftrek of enige teenprestasie ten opsigte van sodanige bydrae van die lid ontvang nie.

(f) As 'n lid met volle besoldiging of minder as volle besoldiging met verlof is, moet daar met sowel sy eie bydrae as dié van die werkgewer voortgegaan word.

(g) As 'n lid korttyd werk, moet daar met sowel sy eie bydrae as dié van sy werkgewer, kragtens subklousule (a) van dié klousule, voortgegaan word.

(h) As 'n bydrae per abuis in die Fonds gestort word, is die Fonds nie daarvoor aanspreeklik om dit na 'n tydperk van ses maande na sodanige storting terug te betaal nie.

(i) As 'n voordeel per abuis aan 'n lid betaal word omdat hy bydraes, wat nie betaalbaar was nie, aan die Fonds betaal het, kan die Bestuurskomitee die bedrag van die betaalde voordeel as volg aftrek:—

- (i) Teen 'n bedrag van die Fonds geëis as betaling van bydraes wat nie betaalbaar was nie;
- (ii) teen 'n toekomstige voordeel wat die Fonds aan genoemde lid verskuldig mag word.

(j) 'n Lid wat, nadat hy die Nywerheid verlaat het, weer terugkeer en kragtens klousule 7 (a) hiervan voordeel ontvang het, word by die voorlê van 'n bewys van vorige lidmaatskap onmiddellik weer tot lidmaatskap van die Fonds toegelaat, maar word vanaf die datum van hertoelating as 'n nuwe lid beskou; met dien verstande dat as hy die volle bedrag wat hy by verlatting van die Nywerheid ontvang het, in kontant aan die Fonds terugbetaal, die Bestuurskomitee die bevoegdheid het om hom weer op te neem en hom te krediteer vir die tydperk van sy vorige lidmaatskap.

(k) 'n Lid wat weer in die Nywerheid in diens geneem word, maar nie kragtens subklousule (7) voordele ontvang het nie, doen onmiddellik afstand van enige reg op voordele wat hy sou ontvang het as hy nie weer in diens geneem was nie, en word vir sy vorige tydperk van lidmaatskap gekrediteer.

Voordele.

(7) (a) Indien 'n lid die Nywerheid om enige ander rede as dié genoem in paragrafe (b) en (c) hiervan, vir goed verlaat, is hy geregtig op ondergenoemde voordele:—

- (i) Indien die totale tydperk waarin hy bygedra het nie langer as twee jaar is nie, die totale bedrag van sy bydraes;
- (ii) indien die totale tydperk waarin hy bygedra het langer as twee jaar maar hoogstens drie jaar is, die totale bedrag van sy bydraes plus 10 persent daarvan;
- (iii) indien die totale tydperk van sy bydraes langer as drie jaar maar hoogstens vier jaar is, die totale bedrag van sy bydraes, plus 15 persent daarvan;
- (iv) vir elke jaar daarna waarin bygedra word, 'n addisionele 5 persent, met 'n maksimum van 100 persent;

en die totale bedrag moet betaal word drie maande nadat hy die Nywerheid verlaat het; met dien verstande dat die Bestuurskomitee gelde aan lede verskuldig na goeë dunnke in paaiemente mag betaal.

(a) *bis*. Ingeval 'n voordeel betaalbaar word ingevolge paragraaf (a) na 31 Desember 1959 ten opsigte van 'n lid wat minstens 25 jaar ononderbroke diens in die Nywerheid gehad het in hoogstens vyf jaar voor die bereiking van die normale aftreeouderdom aftree, moet aan hom, by voorlegging van bewyse wat die Bestuurskomitee tevrede stel, dat die redes vir sy aftrede toe te skryf is aan omstandighede buite sy beheer, benewens die voordele genoem in paragraaf (a), 'n verdere bedrag betaal word wat op onderstaande grondslag bereken word:—

- (i) 'n Werknemer wat hoogstens vyf jaar en minstens vier jaar voor die normale aftreeouderdom aftree: 'n Bedrag gelyk aan 50 persent van die voordele betaalbaar ingevolge paragraaf (a).
- (ii) 'n Werknemer wat hoogstens vier jaar en minstens drie jaar voor die normale aftreeouderdom aftree: 'n Bedrag gelyk aan 60 persent van die voordele betaalbaar ingevolge paragraaf (a).
- (iii) 'n Werknemer wat hoogstens drie jaar en minstens twee jaar voor die normale aftreeouderdom aftree: 'n Bedrag gelyk aan 70 persent van die voordele betaalbaar ingevolge paragraaf (a).
- (iv) 'n Werknemer wat hoogstens twee jaar en minstens een jaar voor die normale aftreeouderdom aftree: 'n Bedrag gelyk aan 80 persent van die voordele betaalbaar ingevolge paragraaf (a).

(v) An employee who retires not more than one year prior to normal retiring age: An amount equal to 90 per cent of the benefits payable in terms of paragraph (a).

(b) If a member leaves the Industry on or after reaching retiral age or if a member is compelled to retire from work owing to incapacitation prior to reaching retiral age and the Management Committee is satisfied that such incapacitated member is totally unfit to earn his living in the Industry, it shall grant to such member benefits equal to twice the amount of the benefits specified in paragraph (a) hereof calculated at the date of retiral or at the date on which such incapacitation occurred; provided that the Management Committee shall have the right to pay moneys due in terms of this paragraph either in a lump sum or in such instalments as it may deem fit.

(c) On proof satisfactory to the Management Committee of the death of a member, the Fund shall pay a lump sum equal to twice the amount of the benefits specified in paragraph (a) hereof calculated at the date of his death to a nominee appointed by the member before his death, or into the estate of the deceased member; provided that the Management Committee shall have the right to pay moneys due to a nominee in terms of this paragraph either in a lump sum or in such instalments as it may deem fit.

(c) bis. In the event of a benefit becoming payable in terms of clause 4 (7) (b) or clause 4 (7) (c) after the 31st December, 1959, in respect of any member who had continuous service in the Industry before 3rd May, 1946, who was then over 35 years of age and who has been a member of the Fund since that date without having received any benefits from the Fund, he shall be deemed to have contributed to the Fund in respect of each year of such continuous service after 1st January, 1935, or after the attainment of age 35, whichever is the later, at the average weekly rate at which he contributed to the Fund throughout his period of membership and the Fund shall be deemed for this purpose to have been in existence at 1st January, 1935, or at the time when he so attained the age of 35 years, whichever is the later.

For the purpose of this sub-clause, sub-paragraph (iv) of sub-clause (a) of this clause shall be read as follows:—

“(iv) for each succeeding year of contribution an additional 5 per cent, with a maximum of 125 per cent.”

(d) In the event of the appointed nominee being dead at the time when payment of benefit is due, such benefit shall be paid into the estate of the deceased member. If the nominee is a minor, the Management Committee shall pay the benefit to such minor's legal guardian.

On similar proof of the death of an employee who has retired from his employment, and was receiving benefit from the Fund, the Fund shall pay to a nominee or into his estate, as provided in the foregoing paragraph, the difference, if any, by which the aggregate amount calculated in 7 (a) or (b) exceeds the total payments which have been made to the retired member.

The Management Committee shall be advised, in writing, of the appointment of a nominee or of any change in regard to such appointment, and of the address of such nominee. If a deceased member shall have failed to advise the Management Committee, in writing, of the name and address of his nominee in terms of this sub-clause any benefit due in terms of this sub-clause shall be paid into the estate of such deceased member.

In the event of an appointed nominee not claiming any benefit due in terms of this clause within two weeks of the proof of death of a member, the Management Committee shall insert an advertisement in three successive issues of three newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the district in which the deceased member was normally resident, stating the name and last known address of the appointed nominee, the name and last known place of work of the deceased member and the fact that benefits are available for collection by the nominee at a place appointed by the Management Committee. If within three months from the date of the last insertion of such advertisement, the nominee fails to claim the benefit due to him such benefit shall be paid into the estate of the deceased member. From any moneys payable in terms of this sub-clause shall be deducted the cost of advertisement, if any.

(e) If a member has received a benefit, to which he is not entitled under the provisions of this Fund and the matter is not dealt with in the manner set out in paragraph (i) of sub-clause (6), he shall be liable to repay to the Fund the amount of the benefits so received; provided that if the Management Committee deems it inequitable in any particular case to claim repayment of the whole amount of the benefit it may in its discretion demand repayment of any lesser amount or relieve such member of the repayment of the whole amount.

(f) (i) Save as is provided in this sub-clause, no benefit or right to benefit shall be capable of being assigned or transferred or otherwise ceded or of being pledged or hypothecated, nor shall any contribution made by a member or on his behalf be liable to be attached or subject to any form of execution under a judgment or order of a court of law, and if a member attempts to assign, transfer or otherwise cede or to pledge or hypothecate any benefit or right to benefit, payment or benefit may be withheld, suspended or entirely discontinued if the Management Committee so determine.

(v) 'n Werknemer wat hoogstens een jaar voor die normale aftreeouderdom aftree: 'n Bedrag gelyk aan 90 persent van die voordele betaalbaar ingevolge paragraaf (a).

(b) Indien 'n lid die Nywerheid op of na die aftreeouderdom verlaat, of indien 'n lid verplig is om uit die diens te tree as gevolg van ongeskiktheid voordat hy die aftreeouderdom bereik, en die Bestuurskomitee daarvan oortuig is dat die ongeskikte lid glad nie in staat is om 'n bestaan in die Nywerheid te maak nie, moet hy aan sodanige lid bystand verleen gelyk aan twee keer die bedrag van die voordele in paragraaf (a) hiervan genoem, bereken op die datum van uitdienstreding of die datum waarop hy ongeskik geword het; met dien verstande dat die Bestuurskomitee die reg het om gelde wat ooreenkomstig dié paragraaf verskuldig is, of in 'n ronde som of in paalemente, soos hy dit goedvind, uit te betaal.

(c) As die Bestuurskomitee bevredigende bewys van die afsterwe van 'n lid ontvang, betaal die Fonds 'n ronde som gelyk aan twee keer die bedrag van die voordele in paragraaf (a) hiervan genoem, bereken op die datum van sy afsterwe, aan 'n benoemde persoon wat die lid voor sy dood benoem het, of in die boedel van die afgestorwe lid; met dien verstande dat die Bestuurskomitee die reg het om gelde aan 'n benoemde persoon verskuldig is ooreenkomstig hierdie paragraaf, of in 'n ronde som of in paalemente, soos hy dit goedvind, uit te betaal.

(c) bis. Ingeval 'n voordeel ná 31 Desember 1959 ingevolge klousule 4 (7) (b) of klousule 4 (7) (c) betaalbaar word ten opsigte van 'n lid wat ononderbroke diens in die Nywerheid voor 3 Mei 1946 gehad het, wat toentertyd ouer as 35 jaar was en lid van die Fonds sedert daardie datum was sonder om enige voordele van die Fonds te kry, word dit geag dat hy tot die Fonds ten opsigte van iedere jaar van dié ononderbroke diens na 1 Januarie 1935 bygedra het, of na bereiking van die ouderdom 35; naamlik die jongste datum, teen die gemiddelde weeklikse skaal waarteen hy tot die Fonds dwarsdeur sy tydperk van lidmaatskap bygedra het en vir dié doel word dit geag dat die Fonds sedert 1 Januarie 1935 bestaan het, of op die dag toe hy 35 jaar oud geword het, naamlik die jongste datum.

Vir die toepassing van dié subklousule moet subparagraaf (iv) van subklousule (a) van dié klousule soos volg lui:—

“(iv) elke jaar daarna waarin bygedra word, 'n addisionele 5 persent met 'n maksimum van 125 persent.”

(d) As die benoemde persoon reeds oorlede is op die tydstip wanneer die voordeel uitbetaal moet word, word die voordeel in die boedel van die afgestorwe lid inbetaal. As die benoemde persoon 'n minderjarige is, betaal die Bestuurskomitee die voordeel aan sodanige minderjarige se wetlike voog.

Na 'n soortgelyke bewys van die dood van 'n werknemer wat uit die diens getree en voordele uit die Fonds ontvang het, betaal die Fonds aan 'n benoemde persoon, of in die afgestorwe lid se boedel, soos bepaal in die voorgaande paragraaf, die bedrag, as daar een is, waarmee die totale bedrag bereken in 7 (a) of (b) die betalings wat reeds aan die afgestorwe lid gemaak is, oorskry.

Die Bestuurskomitee moet skriftelik van die aanstelling van 'n benoemde persoon, van 'n verandering ten opsigte van sodanige aanstelling en van die adres van die benoemde persoon in kennis gestel word. Indien 'n afgestorwe lid versuim het om ingevolge dié subklousule die naam en adres van die persoon wat hy benoem aan die Bestuurskomitee te verstrek, word enige voordeel wat kragtens dié subklousule aan hom verskuldig is, in die boedel van die afgestorwe lid inbetaal.

Indien die benoemde persoon versuim om binne twee weke na die bewys van die afsterwe van 'n lid 'n verskuldigde voordeel te eis, moet die Bestuurskomitee 'n kennisgewing plaas in drie agtereenvolgende uitgawes van drie koerante wat in die Republiek van Suid-Afrika sirkuleer waarvan een 'n koerant moet wees wat sirkuleer in die distrik waarin die afgestorwe lid gewoonlik woonagtig was. Die kennisgewing moet die naam en jongste bekende adres van die benoemde persoon, die naam en jongste bekende werkplek van die afgestorwe lid en die feit dat voordele deur die benoemde persoon geëis kan word op 'n plek wat die Bestuurskomitee vasgestel het, meld. Indien die benoemde persoon nog versuim om binne drie maande na die laaste verskyning van die kennisgewing die voordeel, aan hom verskuldig, te eis, word die voordele in die boedel van die afgestorwe lid inbetaal. Die advertensiekoste, as daar is, moet van die gelde kragtens dié subklousule betaalbaar, afgetrek word.

(e) Indien 'n lid voordele ontvang het wat hom ooreenkomstig die bepalinge van die Fonds nie toekom nie, en die saak nie soos in paragraaf (i) van subklousule (6) voorgeskryf, behandel word nie, is hy daarvoor aanspreeklik om die bedrag wat op dié manier ontvang is, aan die Fonds terug te betaal; met dien verstande dat, indien die Bestuurskomitee meen dat dit onbillik sal wees om in 'n besondere geval terugbetaling van die hele bedrag van die voordeel te eis, hy na goeddunke kan eis dat 'n kleiner bedrag terugbetaal word of die lid van terugbetaling van die hele bedrag kan vrystel.

(f) (i) Behalwe soos bepaal in dié subklousule, kan geen voordeel of reg op voordeel oorgemaak, oorgedra of op enige ander wyse gesedeer, verpand of verhipoteker word nie; ook is geen bydrae wat deur of namens 'n lid gemaak word verbode of onderworpe aan enige vorm van beslaglegging kragtens 'n vonnis of bevel van 'n gereghof nie, en as 'n lid 'n poging aanwend om 'n voordeel of reg op voordeel oor te maak, oor te dra, of op 'n ander wyse te sedeer, te verpand of te verhipoteker, kan die betaling van die voordeel weerhou of tydelik of geheel en al gestaak word, indien die Bestuurskomitee aldus besluit.

(ii) Notwithstanding anything to the contrary contained in this Agreement, the Management Committee shall be entitled to deduct from any benefit payable to a member (or to such member's legal representative) any money owing by such member (or his legal representative) to the Fund, notwithstanding the fact that such money is not yet due and payable to the Fund.

(g) Nothing contained in this Agreement shall in any way affect the right of any member or his dependants to claim compensation or damages to workmen injured or dying from any accident arising out of and in the course of their employment; and the amount payable under this sub-clause shall not be reduced by reason of any payment that may be made under any such law.

(h) On admission to the Fund a member shall submit a birth certificate or such proof of age as is satisfactory to the Management Committee.

(i) If any benefit due and payable, other than to a nominee appointed in terms of sub-clause 7 (c) of this clause, is not claimed within four years from the due date thereof, the Management Committee shall within three months of the expiration of the said period of four years, cause to be published in successive issues of two newspapers circulating in the Republic of South Africa, one of which shall be a newspaper circulating in the area in which the member to whom the benefit is due, was normally resident at the time such benefits became due, stating that a list of all persons who have not claimed their benefits within the period of four years stated above, is available for inspection at the offices of all District Committees of the Council, and of trade unions which are parties to the Agreement, and calling upon all interested persons to submit claims for such benefits within a period of three months from the date of the last insertion of the advertisement, and to furnish full details of the grounds on which such claims are made.

The Management Committee shall, at the next meeting following the last date upon which claims may be submitted, consider such claims and may pay to any person or persons who have submitted claims in the manner prescribed herein such moneys not exceeding the full benefit due to the member, less the cost of advertising, as it may deem fit. In the event of no claim being by or on behalf of the person whose name appears on the list, any benefits due to him shall be forfeited to the Fund. The Secretary shall send to the District Committees and the trade unions aforesaid, the lists herein referred to, which lists shall state the name and last known place of work of the member and the benefit due.

Finance.

(8) (a) The moneys accruing to the Fund shall be paid into a bank or banks or building society or societies on current or deposit account, and all cheques shall be signed by such persons as the Management Committee may appoint.

(b) Any moneys not required to meet current payment shall be invested or lent out in securities, bills or loans issued or guaranteed directly or indirectly by the State Government or any municipal or other local authority, in bonds or securities of a public board and on first mortgage of landed property, including participation in first mortgage bonds registered in the name of a nominee company promoted by a recognised trust company, in permanent or indefinite shares in building societies, and in deposits with banking institutions and building societies at the discretion of the Management Committee, which may call in or vary such securities as it may from time to time determine.

Furthermore, the Management Committee shall be entitled to utilise and invest any such moneys in buying in any property mortgaged to the Fund in security of a loan by the Fund in case of such mortgaged property may be sold in execution or sold in the insolvent estate or liquidator of the mortgagor.

Bonus Declarations.

(9) (a) Every member of the Fund who left the Industry after 1st January, 1957, or the estate or nominee of a member who died after that date and every member who leaves the Industry after the date of coming into force of this Agreement, or the estate or nominee of a member who dies after such date shall be entitled to a bonus of 15 per cent of the benefits specified in paragraphs (a), (b) or (c) of sub-clause (7) of this clause; provided that the Management Committee may in its discretion on the recommendation of an actuary, vary or cancel any such bonus. Where the Management Committee has cancelled the bonus it may thereafter, subject to the recommendation of an actuary, declare a bonus.

(b) As at 31st December, 1964, an actuary shall conduct an investigation into the Fund and a valuation of the liabilities of the Fund and shall make a report thereon to the Management Committee. Further investigations, reports and recommendations of a like nature shall thereafter be carried out and made by an actuary at such times as the Management Committee in its discretion may require; provided that the period between investigations shall not exceed five years.

(c) Any bonus declared in terms of sub-clause (10) of clause 4 of the Agreement published in the Schedule to Government Notice No. 2896, dated 9th November, 1951, as amended, and credited to a member's account, shall remain to the credit of such member's account.

(ii) Ondanks andersluidende bepalings in die Ooreenkoms is die Bestuurskomitee geregtig om van enige voordeel wat aan 'n lid (of aan so 'n lid se wetlike verteenwoordiger) betaalbaar is, enige bedrag af te trek wat so 'n lid (of sy wetlike verteenwoordiger) aan die Fonds skuld, ondanks die feit dat dié geld nog nie verskuldig en aan die Fonds betaalbaar is nie.

(g) Niks in die Ooreenkoms vervat, raak op enige wyse die reg van 'n lid of sy afhanklikes om skadevergoeding te eis vir werkmans wat weens 'n ongeval veroorsaak deur en in die loop van hul diens, beseer of gedood word nie, en die bedrag kragtens dié subklousule betaalbaar, mag nie weens 'n betaling wat kragtens sodanige wet gemaak mag word, verminder word nie.

(h) By toelating tot die Fonds moet die lid 'n geboortesertifikaat of 'n ander bewys van ouderdom, wat die Bestuurskomitee as bevredigend beskou, indien.

(i) Indien enige verskuldigde en betaalbare voordele, uitgesonderd dié van 'n benoemde persoon aangestel ingevolge die bepalings van subklousule (7) (c) van dié klousule, nie binne vier jaar van die vervaldatum af geëis word nie, moet die Bestuurskomitee binne drie maande na afloop van genoemde periode van vier jaar in agtereenvolgende uitgawes van twee nuusblaaie wat in die Republiek van Suid-Afrika sirkuleer, waarvan een 'n nuusblad is wat in die gebied sirkuleer waarin die lid aan wie die bystand verskuldig is, normaalweg gewoon het op die tyd toe die voordele verskuldig geword het, 'n kennisgewing publiseer waarin vermeld word dat 'n lys van alle persone wat nie hulle voordele binne die tydperk van die vier jaar hierbo genoem, geëis het nie, by die kantore van alle distrikskomitees van die Raad en van die vakverenigings wat 'n party by die Ooreenkoms is, ter insae lê, en waarin 'n beroep op alle belanghebbende persone gedoen word om eise vir sodanige voordele binne 'n tydperk van drie maande na die datum van die laaste plasing van die kennisgewing in te dien, en om volle besonderhede van die gronde waarop sodanige eise ingestel word, te verstrek.

Die Bestuurskomitee moet op die volgende vergadering na die laaste datum waarop eise ingedien kan word, die eise oorweeg, en kan aan enige persoon of persone wat die eise ingedien het op die wyse hierin voorgeskrywe, sodanige gelde betaal ten bedrae van hoogstens die volle voordele aan die lid verskuldig, min die adverteerkoste, soos hy dit goedvind. Ingeval geen eise deur of namens die persoon wie se naam op die lys verskyn, ingestel word nie, moet die voordele aan hom verskuldig die Fonds toeval. Die sekretaris moet aan genoemde Distrikskomitees en die Vakverenigings die lys hierin genoem, stuur, en die naam en die laaste bekende werkplek van die lid en die verskuldigde voordele moet in dié lys voorkom.

Finansies.

(8) (a) Die gelde wat die Fonds toeval moet op lopende of depositeerkening by 'n bank of banke of 'n bougenootskap of -genootskappe inbetaal word, en alle tjeks moet deur die persone wat die Bestuurskomitee aanstel, geteken word.

(b) Gelde wat nie vir lopende verpligtings nodig is nie, moet belê, of uitgedien word in sekuriteite, wissels of lenings direk of indirek uitgereik of gewaarborg deur die Staatsregering of 'n munisipale of ander plaaslike bestuur in obligasies of sekuriteite van 'n openbare raad op eerste verband of vaste eiendom in permanente of onbepaalde termynaanदे in bouverenigings en in deposito's by bankinrigtings en bouverenigings, na goeddunke van die Bestuurskomitee, wat sulke sekuriteite kan oproep of verander soos hy van tyd tot tyd kan bepaal.

Verder het die Bestuurskomitee die reg om dié geld te gebruik en te belê deur eiendom aan te koop waarop die Fonds 'n verband het as sekuriteit vir 'n lening deur die Fonds indien dié eiendom in eksekusie verkoop mag word of in die insolvente boedel of likwidasië van die verbandgewer verkoop word.

Bonusverklarings.

(9) (a) Elke lid van die Fonds wat die Nywerheid na 1 Januarie 1957 verlaat het, of die boedel of benoemde persoon van 'n lid wat na dié datum oorlede is, en elke lid wat die Nywerheid verlaat na dié datum van inwerkingtreding van die Ooreenkoms, of die boedel of benoemde persoon van 'n lid wat na dié datum te sterwe kom, is geregtig op 'n bonus van 15 persent van die voordele genoem in paragrawe (a), (b) of (c) van subklousule (7), van dié klousule; met dien verstande dat die Bestuurskomitee na goeddunke, op aanbeveling van 'n aktuaris, die bonus kan verander of intrek. Waar die Bestuurskomitee die bonus ingetrek het, kan hy later, op aanbeveling van 'n aktuaris, 'n bonus verklaar.

(b) Op 31 Desember 1964 moet 'n aktuaris ondersoek instel na die Fonds en 'n waardering van die verpligtings van die Fonds maak en daarvoor verslag doen aan die Bestuurskomitee. Daarna moet verdere dergelike ondersoek ingestel, verslae uitgebring en aanbevelings gedoen word deur 'n aktuaris op die tye wat die Bestuurskomitee na goeddunke bepaal; met dien verstande dat die tydperk tussen ondersoek hoogstens vyf jaar moet wees.

(c) 'n Bonus wat ooreenkomsig subklousule (10) van klousule 4 van die Ooreenkoms bekendgemaak in die Bylae van Goewermentskennisgewing No. 2896 van 9 November 1951, soos gewysig, verklaar is en waarmee 'n lid se rekening gekrediteer is, bly in die krediet van die lid se rekening.

(d) The bonuses referred to in paragraphs (a) and (c) of this sub-clause shall be paid to a member, his nominee or his estate at the same time and in addition to the benefits prescribed in clause 4 (7) of this Agreement; provided that the Management Committee shall have the right to pay such bonuses to a member or a nominee either in a lump sum or in such instalments as it may deem fit.

(e) The provisions of paragraphs (d), (c), (f) and (i) of sub-clause (7) of this clause shall *mutatis mutandis* apply in respect of any bonuses due to a member in terms of this sub-clause.

Annual Accounts.

(10) (a) The Secretary of the Management Committee shall, as soon as possible after 31st December, prepare statements in a suitable form showing the position of the Fund as at that date. The statements shall be audited by a public accountant appointed by the Management Committee and shall be submitted to the Council.

(b) The audited consolidated statements and the auditor'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.

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

General.

(11) 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 the administration is handed over to the trustee appointed in terms of clause 3 (2).

(12) If an employee is transferred or promoted to an occupation, the wages for which are not prescribed, he shall cease to contribute to the Fund and shall be entitled to the benefits payable in terms of sub-clauses (7) (a), (9) (a) and (9) (c); provided that any such employee who has contributed to the Fund for not less than five years, may, if he so desires and his employer agrees, elect to continue to contribute to the Fund in which event he and his employer shall continue to contribute to the Fund in terms of this Agreement at the rate which would have been applicable in terms of this Agreement at the date on which he was transferred or promoted as aforesaid.

(13) In the event of the Council being dissolved or ceasing to function at any time prior to the expiration of the period of three months mentioned in clause 3 (2) of this Agreement, the Management Committee or such other persons as the Registrar may designate in terms of section 34 (2) of the Act shall continue to administer the Agreement until the expiration of the aforementioned period, 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/or alternates in the membership of the Committee. In the event of such Committee being unwilling or unable 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 shall appoint the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, to carry out the duties and functions of the Committee.

Upon the expiration of the period of three months aforementioned the Fund shall be administered by the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, who shall have the powers and duties mentioned in clause 7 of this Agreement for the balance of a period of two years calculated from the date of expiration of this Agreement or any extension thereof. At the termination of such period of two years the Fund shall be liquidated by the said Port Elizabeth Board of Executors and Commercial Trust Company as though the employees in question had left the Industry.

In the event of the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, being unable or unwilling to administer and/or liquidate the Fund the Minister may appoint any other administrators or trustees to carry out the duties and functions of the said Port Elizabeth Board of Executors and Commercial Trust Company, Limited.

5. 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.

6. 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.

(d) Die bonusse genoem in paragrawe (a) en (c) van dié subklousule moet aan 'n lid sy benoemde of sy boedel betaal word gelyktydig met en benewens die voordele voorgeskryf in klousule 4 (7) van die Ooreenkoms; met dien verstande dat die Bestuurskomitee die reg het om die bonusse aan 'n lid of 'n benoemde persoon uit te betaal of in 'n ronde bedrag of in paaiemente wat hy goedvind.

(e) Die bepalings van paragrawe (d), (c), (f) en (i) van subklousule (7) van dié klousule is *mutatis mutandis* van toepassing op enige bonusse wat aan 'n lid verskuldig is ooreenkomstig dié subklousule.

Jaarrekenings.

(10) (a) Die Sekretaris van die Bestuurskomitee moet so gou moontlik na 31 Desember state op geskikte wyse opstel wat die stand van die Fonds op dié datum aantoon. Die staat moet deur 'n openbare rekenmeester, wat die Bestuurskomitee aanstel, geouditeer en aan die Raad voorgelê word.

(b) Die geouditeerde gekonsolideerde state en die ouditeer se verslag hieroor moet ter insae by die hoofkantoor van die Raad lê, en afskrifte daarvan moet aan die Nywerheidsregistrator gestuur word.

(c) alle onkoste wat by die administrasie van die Fonds aangegaan word, kom ten laste van die Fonds.

Algemeen.

(11) Indien die Ooreenkoms weens verloop van tyd of om enige ander rede verval, moet die Bestuurskomitee nog voortgaan met die administrasie van die Fonds totdat dit kragtens klousule 3 (2) aan die aangestelde trustee oorhandig word.

(12) Indien 'n werknemer na 'n werk waarvoor lone nie voorgeskryf is nie, oorgeplaas of bevorder word, dra hy nie meer tot die Fonds by nie en is hy, op die voordele kragtens subklousules 7 (a), (9) (a) en (9) (c) geregtig; met dien verstande dat so 'n werknemer wat minstens vyf jaar lank tot die Fonds bygedra het, kan kies, as hy wil en sy werkgever akkoord gaan, om voort te gaan om tot die Fonds by te dra. In dié geval gaan hy en sy werkgever voort om tot die Fonds by te dra ooreenkomstig die Ooreenkoms teen die tarief wat ooreenkomstig die Ooreenkoms sou geld op die datum waarop hy oorgeplaas of bevorder is, soos voormeld.

(13) Indien die Raad ontbind word of ophou om te funksioneer op 'n tydstop voor verstryking van die tydperk van drie maande genoem in klousule 3 (2) van die Ooreenkoms, gaan die Bestuurskomitee of die ander persone wat die Registrator ooreenkomstig artikel vier-en-dertig (2) van die Wet aanwys, voort om die Ooreenkoms te administreer totdat voornoemde tydperk verstryk het, en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir dié doeleindes as lede daarvan beskou; met dien verstande egter dat enige vakature wat in die Komitee ontstaan, deur die Minister gevul kan word uit werkgevers en werknemers in die Nywerheid; na gelang van die geval, ten einde te verseker dat daar eweveel verteenwoordigers en/of plaasvervangers van die werkgevers en van die werknemers in die Komitee is. Indien die Komitee nie bereid of nie in staat is om sy pligte uit te voer nie of daar 'n dooie punt ontstaan wat, na die Minister meen, die administrasie van die Fonds ondoenlik of onwenslik maak, stel die Minister die Port Elizabeth Board of Executors and Commercial Trust Company Limited aan om die pligte en funksies van die Komitee uit te voer.

Na verloop van die tydperk van drie maande soos voormeld, word die Fonds deur die Port Elizabeth Board of Executors and Commercial Trust Company, Limited, geadmistreer, wat die bevoegdhede en pligte het wat in klousule 7 van die Ooreenkoms genoem word, vir die orige gedeelte van 'n tydperk van twee jaar gereken vanaf die datum van verstryking van die Ooreenkoms of 'n verlenging daarvan. By verstryking van die tydperk van twee jaar word die Fonds gelikwider deur genoemde Port Elizabeth Board of Executors and Commercial Trust Company, asof die betrokke werknemers die Nywerheid verlaat het.

Ingeval die Port Elizabeth Board of Executors and Commercial Trust Company, Limited, nie bereid of in staat is om die Fonds te administreer en/of te likwider nie, kan die Minister enige ander administrateurs of trustees aanstel om die pligte en funksies van genoemde Port Elizabeth Board of Executors and Commercial Trust Company, Limited, uit te voer.

5. AGENTE.

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

6. VRYSTELLING.

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

7. ADMINISTRATION BY TRUSTEE(S).

In the event of a Trustee(s) being appointed in terms of clause 3 (2), the Trustee(s) shall have the following powers and shall administer the Fund in the manner set out hereunder:—

- (a) Pay to members leaving the Industry benefits as are prescribed in clause 4 (7) and 4 (9) with the proviso that the Trustee(s) shall not have the right to pay moneys due to such members in instalments, except the periodical payments of benefit already being paid shall be continued until the amounts to such employee's credit have been exhausted.
- (b) Control and invest moneys accruing to the Fund other than by contributions in terms of clause 4 (1) in the manner set out in clause 4 (8) and (9) and prepare such statements and pay such administration expenses as are prescribed in clause 4 (10) of this Agreement.

8. LIQUIDATION.

(1) Upon liquidation of the Fund in terms of clause 3 (2) or clause 4 (13) and the payment of moneys due to members in terms of the former clause, the moneys remaining to the credit of the Fund, after all creditors, administration and liquidation expenses have been paid, shall be disposed of by the Trustee(s) in the following manner:—

- (a) 25 per cent to the trade unions who are parties to the Agreement at the date of liquidation in proportion to the number of members of such unions who are in benefit in terms of the constitutions of such unions at the time of liquidation. Such moneys to be utilised exclusively for the provision to its members by such unions of distress and mortality benefits.
- (b) 25 per cent to any organisation or institution which in the opinion of the Trustee(s) is engaged in research connected with the Leather Industry in the Republic of South Africa, for the purpose of such research.
- (c) 50 per cent to be utilised for the provision of scholarships and bursaries to be made available to persons engaged in the Leather Industry or to children of persons engaged in the Leather Industry.

The trustee(s) shall allocate to the areas in which the Industry is carried on at the date of liquidation, a sum, proportionate to the number of employees engaged in the Industry at the date of liquidation in such areas.

The moneys allocated to each area shall be available to the persons in such area qualified in terms of this clause to participate therein, in making written application to the trustee(s) and subject to the conditions as specified herein.

The trustee(s) shall appoint a committee of three persons, one of whom shall represent the trustee(s), one the employers' organisations, and one the trade unions, of which the trustee's representative shall be chairman and convenor.

The committee so constituted shall consider applications made in terms of this clause and shall determine the persons to whom bursaries or scholarships shall be made available, the amount and extent of such bursaries or scholarships, and the amount and nature of any subsistence allowance which it considers should be payable in addition to such bursaries or scholarships.

The decision of the Committee shall be final.

If, after a period of five years from the date of liquidation, the trustee(s) consider that insufficient application have been made or are likely to be made for scholarships and for bursaries, they may set aside a capital sum which in their opinion is sufficient for the establishment of a scholarship and bursaries fund, and shall distribute the balance of moneys not set aside as provided for in sub-clause (2) of this clause.

(2) In the event of the trustee(s) being unable for any reason to pay all or any portion of the moneys to the persons, organisations or institutions referred to in this clause, such moneys shall be distributed amongst the remaining persons, organisations or institution on a pro rata basis in proportion to their shares in the joint unexpended Fund.

9. INDEMNITY.

The members of the Management Committee and their alternates and the members of the Executive Committee and the members of any local committee and the local representatives shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in good faith by such members or alternates or by such local representatives or by reason of any other matter or thing save individual wilful and fraudulent wrongdoing on the part of such members or alternates or on the part of such local representatives who are sought to be made liable. Any such member or alternate and any such local representative shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in favour or in which he is acquitted.

Signed at Port Elizabeth on behalf of the National Industrial Council of the Leather Industry of South Africa on this 14th day of November, 1962.

A. S. HUTTON, Member of the Council.

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

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

7. ADMINISTRASIE DEUR TRUSTEE(S).

As 'n trustee of trustees kragtens klousule 3 (2) aangestel word, het die trustee(s) ondergenoemde magte en moet hy/hulle die Fonds administreer soos hieronder uiteengesit:—

- (a) Aan lede wat die Nywerheid verlaat, voordele uitbetaal soos voorgeskryf in klousule 4 (7) en 4 (9), met dié voorbehoud dat die trustee(s) nie die reg het om gelde aan sodanige lede verskuldig, in paaiemente te betaal nie, behalwe dat voordele wat alreeds van tyd tot tyd uitbetaal word, nog so betaal moet word totdat al die bedrae wat sodanige werknemers toekom, uitbetaal is.
- (b) Gelde wat die Fonds toeval uit ander bronne as bydraes kragtens klousule 4 (1), op die wyse in klousule 4 (8) en (9) uiteengesit, beheer en belê en die state opstel en die administrasiekoste betaal wat in klousule 4 (10) van die Ooreenkoms voorgeskryf word.

8. LIKWIDASIE.

(1) By likwidasië van die Fonds ooreenkomstig klousule 3 (2) of klousule 4 (13) en die betaling van gelde wat kragtens eersgenoemde klousule aan lede verskuldig is, moet die gelde wat op die boeke van die Fonds oorbly nadat alle krediteure administrasie- en likwidasiëkoste betaal is, deur die trustee(s) as volg uitgedeel word:—

- (a) 25 Persent aan die vakverenigings wat op die datum van likwidasië partye by die Ooreenkoms is, in verhouding tot die aantal lede van sulke verenigings wat kragtens die konstitusie van sodanige verenigings ten tye van die likwidasië voordele ontvang. Sodanige gelde moet deur dié vakverenigings uitsluitlik gebruik word om nood- en sterftevoordele aan sy lede te betaal.
- (b) 25 Persent aan 'n organisasie of inrigting wat volgens die mening van die trustee(s) in verband met die Leernywerheid in Suid-Afrika navorsing doen, vir die doel van sodanige navorsing.
- (c) 50 Persent vir studiebeurse wat vir persone in die Leernywerheid of kinders van persone in die Leernywerheid beskikbaar gestel moet word.

Die trustee(s) moet 'n bedrag in verhouding tot die aantal werknemers wat op die datum van likwidasië in sekere gebiede in die Nywerheid werksaam is, aan dié gebiede waarin die Nywerheid op die datum van likwidasië uitgeoefen word, toewys.

Die gelde wat aan elke gebied toegewys word, moet beskikbaar gestel word vir dié persone in sodanige gebied wat na 'n skriftelike aansoek aan die trustee(s) gerig, en onderworpe aan die bepalings hierin uiteengesit, daarop geregtig is.

Die trustee(s) moet 'n komitee van drie persone benoem, waarvan een 'n verteenwoordiger van die trustee(s) is, een van die werkgewersorganisasies en een van die vakverenigings; die verteenwoordiger van die trustee(s) is voorsitter en sameroeper.

Die komitee wat op dié wyse saamgestel word, moet aansoeke wat ingevolge dié klousule gedoen word, oorweeg en bepaal vir watter persone studiebeurse beskikbaar gestel moet word; die bedrag en duur van sodanige studiebeurse, en die bedrag en aard van onderhoudstoelae wat volgens sy mening benewens sodanige studiebeurse betaal moet word.

Die beslissing van die komitee is afdoende.

Indien die trustee(s) na 'n tydperk van vyf jaar ná likwidasië meen dat daar nie genoeg aansoeke om sodanige studiebeurse gedoen is of waarskynlik gedoen sal word nie, kan hulle 'n kapitaalbedrag opsy sit wat volgens hulle mening genoeg is vir die stigting van 'n studiefonds, en moet hulle die bedrag wat oorbly nadat sodanige geld opsy gesit is, uitdeel soos in subklousule (2) van dié klousule voorgeskryf is.

(2) Ingeval die trustee(s) om enige rede nie in staat is om al die gelde of 'n gedeelte daarvan aan die persone, organisasies of inrigtings genoem in dié klousule, te betaal nie, moet sodanige gelde onder die oorblywende persone, organisasies of inrigtings op 'n pro rata-basis betaal word in verhouding tot hul aandeel in die gesamentlike onbestede Fonds.

9. VRYWARING.

Die lede van die Bestuurskomitee en hulle plaasvervangers en die lede van die Uitvoerende Komitee en die lede van enige plaaslike komitee en die plaaslike verteenwoordigers is nie aanspreeklik vir verliese wat die Fonds ly ten gevolge van 'n onbehoorlike belegging wat te goeder trou gemaak word of vanweë enige handeling in hulle bona fide-administrasie van die Fonds of vanweë die nalatigheid of bedrog van 'n agent of werknemer wat in diens is hoewel die diens van so 'n agent of werknemer nie streng nodig was nie, of vanweë enige handeling of versuim, ter goeder trou, van die kant van sodanige lede of plaasvervangers of plaaslike verteenwoordigers, of vanweë enige ander saak, uitgesonderd individuele opsetlike en bedrieglike wanoptrede deur sodanige lede of plaasvervangers of deur sodanige plaaslike verteenwoordigers wat aanspreeklikheid ten laste gelê word. So 'n lid of plaasvervanger en so 'n plaaslike verteenwoordiger word deur die Fonds vergoed vir enige verpligting wat hy aangegaan het vir regsverweer in 'n hofsak, hetsy 'n siviele saak of 'n strafsak, vanweë 'n aanklag weens kwade trou indien die uitspraak in sy guns is of indien hy vrygespreek word.

Geteken in Port Elizabeth, namens die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, op hede die 14de dag van November 1962.

A. S. HUTTON, Lid van die Raad.

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

A. S. YOUNG, Hoofsekretaris van die Raad.

ANNEXURE A.

P.F. 1A.

LEATHER INDUSTRY PROVIDENT FUND.

Employer.....

Month.....

19.....

Fund No.	Surname of Contributor.	Initials or Native Name.	Tax No. (N).	Number of Weeks.	Amount Paid (Contributors' Contributions only).								Office Use only.	Remarks.
					Group I.		Group II.		Group III.		Group IV.			
					R	c	R	c	R	c	R	c		
SUB-TOTALS....R														

TOTAL GROUPS I, II, III AND IV.....

Employers' Contribution.....

TOTAL PAYMENT.....R

R c OFFICE USE ONLY.

AANHANGSEL A.

P.F. 1A.

BYSTANDSFONDS VIR DIE LEERNYWERHEID.

Werkgewer.....

Maand.....

19.....

Fondsno.	Familienaam van bydraer.	Voorletters of Bantoenaam.	Belastingno. (B).	Getal weke.	Bedrag betaal (slegs bydrae van bydraer).								Slegs vir kantoor- gebruik.	Opmerkings.
					Groep I.		Groep II.		Groep III.		Groep IV.			
					R	c	R	c	R	c	R	c		
SUBTOTALE . . . R														

TOTALE GROEPE I, II, III EN IV.....

Werkgewers se bydrae.....

TOTALE BETALING.....R

R c SLEGS VIR KANTOOR-
GEBRUIK.

ANNEXURE B.

MEMORANDUM OF AN AGREEMENT

made and entered into by and between

The National Industrial Council of the Leather Industry of South Africa

of the one part, and the

Secretary for the time being of the Port Elizabeth Board of Executors and Commercial Trust Company, Limited,

acting herein for and on behalf of the said Company in terms of a resolution of its Board of Directors passed at a meeting thereof held at Port Elizabeth on the 7th day of February, 1946.

Whereas certain employers' organisations, namely:—

- The Midland and Border Leather Industry Manufacturers' Association;
- The Cape Western and North Western Leather Industries Employers' Association;
- The Transvaal Footwear, Tanning and Leather Trades Association;
- The Natal Footwear, Tanning and General Leather Manufacturers' Association;
- The South Western Districts Leather Industries Association;

AANHANGSEL B.

MEMORANDUM VAN OOREENKOMS

aangegaan tussen—

Die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika,

aan die een kant, en die

diensdoende Sekretaris van die Port Elizabeth Board of Executors and Commercial Trust Company, Limited,

wat hierby vir en namens genoemde maatskappy optree kragtens 'n besluit van die Raad en sy Raad van Direkteure geneem by 'n vergadering gehou te Port Elizabeth op hede die 7de dag van Februarie 1946.

Nademaal sekere werkgewersorganisasies, naamlik—

- The Midland and Border Leather Industry Manufacturers' Association;
- The Cape Western and North Western Leather Industries Employers' Association;
- The Transvaal Footwear, Tanning and Leather Trades Association;
- The Natal Footwear, Tanning and General Leather Manufacturers' Association;
- The South Western Districts Leather Industries Association;

(f) The South African Tanning Employers' Organisation; and certain employees' organisations, namely:—
(g) The National Union of Leather Workers;
(h) The Transvaal Leather and Allied Trades Industrial Union;
(i) The Trunk and Box Workers' Industrial Union (Transvaal);
all of which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Provident Fund Agreement, a copy of which is attached hereto.

And whereas in certain contingencies it may be necessary to have the Provident Fund administered or liquidated and provision is made for such contingencies in clause 3 of the said Provident Fund Agreement.

And whereas in clause 8 of the said Provident Fund Agreement the powers and duties of the Trustee are defined.

And whereas it is contemplated by the said Provident Fund Agreement that the said company acting by its Manager for the time being should act as Trustee in terms of the said Agreement and it is expedient that an Agreement should be entered into between the parties thereto.

Now therefore, it is hereby agreed and contracted as follows:—

1. The Manager of the said Port Elizabeth Board of Executors and Commercial Trust Company, Limited, and his successor or successors in office is hereby appointed as Trustee for the purpose of—

- (i) the administration of the Fund; and
- (ii) the liquidation of the Fund,

in each case as provided for in and in terms of clauses 3 and 8 of the said Provident Fund Agreement.

2. The remuneration of the Trustee shall be such as may be mutually agreed upon between the parties hereto but it shall not exceed five per cent (5%) of the amount received and administered by the Trustee in terms of the Provident Fund Agreement.

3. The Trustee herein appointed for himself and his successor or successors in office hereby accepts the trust reposed in him and undertakes faithfully and diligently to perform the trusts reposed in him subject to and in conformity with the said Provident Fund Agreement as and when required in terms of the said Agreement.

Signed at Port Elizabeth on behalf of the National Industrial Council of the Leather Industry of South Africa on this 14th day of November, 1962.

A. S. YOUNG, *General Secretary of the Council.*
F. J. J. JORDAAN, *Member of the Council.*
A. S. HUTTON, *Member of the Council.*

Signed on behalf of the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, by two of its Directors and by its Manager in terms of the resolution of Directors aforementioned on the 15th day of November, 1962, at Port Elizabeth, a certified copy of which resolutions is hereto attached.

L. C. DAVIES, *Director.*
C. RUSHMERE, *Director.*
J. L. TOOLE, *Manager.*

(f) The South African Tanning Employers' Organisation; en sekere werknemersorganisasies, naamlik—

- (g) The National Union of Leather Workers;
- (h) The Transvaal Leather and Allied Trades Industrial Union;
- (i) The Trunk and Box Workers' Industrial Union (Transvaal);

al die werkgewers- en werknemersorganisasies wat partye is by genoemde Nywerheidsraad en 'n sekere Bystandsfondsooreenkoms aangegaan het waarvan 'n afskrif aangeheg is.

En nademaal dit in sekere noodgevalle nodig mag wees om die Bystandsfonds te laat administreer of likwideer, en daar in klousule 3 van genoemde Bystandsfondsooreenkoms vir sodanige noodgevalle voorsiening gemaak word.

En nademaal die bevoegdhede en pligte van die trustee in klousule 8 van genoemde Bystandsfondsooreenkoms uiteengesit word.

En nademaal daar in genoemde Bystandsfondsooreenkoms ooreengekom is om genoemde maatskappy kragtens die bepalings van genoemde Ooreenkoms deur middel van sy diensdoende sekretaris as trustee te laat optree, en dit wenslik is dat 'n ooreenkoms tussen die partye hierby aangegaan word.

Word ondergenoemde Ooreenkoms en kontrak gevolglik nou gesluit:—

1. Die Bestuurder van genoemde Port Elizabeth Board of Executors and Commercial Trust Company, Limited, en sy opvolger of opvolgers in sy amp word hierby as trustee aangestel vir doeleindes van—

- (i) die administrasie van die Fonds; en
- (ii) die likwidasië van die Fonds;

in elke geval soos bepaal is in klousules 3 en 8 van genoemde Bystandsfondsooreenkoms.

2. Die besoldiging van die trustee moet 'n bedrag wees waarvoor daar onderling tussen die partye hierby ooreengekom is, maar dit moet nie vyf persent (5%) van die bedrag wat die trustee kragtens die Bystandsfondsooreenkoms ontvang en beheer, oorskry nie.

3. Die trustee wat hierby aangestel is, aanvaar hierby namens homself en die opvolger of opvolgers in sy amp die trust wat hom opgedra is en onderneem om hierdie trust getrou en ywerig uit te voer onderworpe aan en in ooreenstemming met genoemde Bystandsfondsooreenkoms, soos en wanneer dit kragtens genoemde Ooreenkoms verlang word.

Geteken in Port Elizabeth, namens die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, op hede die 14de dag van November 1962.

A. S. YOUNG, *Hoofsekretaris van die Raad.*
F. J. J. JORDAAN, *Lid van die Raad.*
A. S. HUTTON, *Lid van die Raad.*

Geteken namens die Port Elizabeth Board of Executors and Commercial Trust Company, Limited, deur twee van sy Direkteure en deur sy Sekretaris, ingevolge voornoemde besluit van die Direkteure, op die 15de dag van November 1962, in Port Elizabeth.

'n Gewaarmerkte afskrif van die besluit is aangeheg.

L. C. DAVIES, *Direkteur.*
C. RUSHMERE, *Direkteur.*
J. L. TOOLE, *Bestuurder.*



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