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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2189 21 November 1975
INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—SICK PAY FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

M. VILJOEN, Minister of Labour.

SCHEDULE

AGREEMENT

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

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2189 21 November 1975
WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—SIEKTEBYSTANDSFONDS-OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

M. VILJOEN, Minister van Arbeid.

BYLAE

OOREENKOMS

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

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Radio, Appliance and Television Association of South Africa
 Sheet-metal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electroplating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Production Founders' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 South African Industrial Refrigeration and Air Conditioning Contractors' Association
 South African Burglar Alarm Systems Association
 South African Radio and Television Manufacturers' Association
 Transvaal and Orange Free State Foundry Association
 (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Trades Union of S.A.
 Engineering Industrial Workers' Union of S.A.
 Iron Moulders' Society of South Africa
 Radio, Television, Electronic and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 Suid-Afrikaanse Yster-, Staal- en Verwante Nywerhede-Unie
 (hereinafter referred to as the "employees" or the "trade unions"), of the other part,
 being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Iron, Steel, Engineering and Metallurgical Industries by the employers who are members of the Employers' Organisation and by their employees who are members of the trade unions employed on any of the classes of work scheduled at a rate of not less than 69c per hour in any agreement operative in the Iron, Steel, Engineering and Metallurgical Industries at the date of coming into operation of this Agreement, including any succeeding agreements and/or any extensions and/or amendments thereof (hereinafter referred to as "Industrial Agreements") in respect of the areas to which the Industrial Agreements relate.

(2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

- (a) apprentices, irrespective of their wage rates; and
- (b) all employees employed in operative processes and receiving a rate of pay of not less than R1,27 per hour or paid at a rate of not less than R57,15 per week or R247,65 per month, excluding any payment for overtime: Provided that for purposes of the payment of contributions by the employer and any such employee in terms of section 17 and/or payment of sick pay benefits in terms of section 16 of this Agreement, the wage group of the employee shall be determined as follows:

If paid by the week—his ordinary weekly wage;
 if paid by the month—his monthly salary divided by four and one-third.

(3) In the event of the expiry of the Industrial Agreements by effluxion of time or cessation for any other cause during the currency of this Agreement, the classes of work and rates of pay specified in the said Industrial Agreements shall be deemed to be the classes of work and minimum rates of pay for purposes of this Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of five years from that date or such period as may be determined by the Minister.

Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Radio, Appliance and Television Association of South Africa
 Sheet-metal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electroplating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Production Founders' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 South African Industrial Refrigeration and Air Conditioning Contractors' Association
 South African Burglar Alarm System Association
 South African Radio and Television Manufacturers' Association
 Transvaal and Orange Free State Foundry Association
 (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Trades Union of S.A.
 Engineering Industrial Workers' Union of S.A.
 Iron Moulders' Society of South Africa
 Radio, Television, Electronic and Allied Workers' Union
 S.A. Boilermakers' Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Driver's, Firemen's and Operators' Association
 Suid-Afrikaanse Yster-, Staal- en Verwante Nywerhede-Unie
 (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid nagekom word deur die werkgewers wat lede van die werkgewersorganisasie is, en deur hul werknemers wat lede van die vakverenigings is en eenige van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens 69c per uur in enige ooreenkoms wat op dié datum van inwerkingtreding van hierdie Ooreenkoms in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van krag is, met inbegrip van enige ooreenkomste wat daarop volg en/of enige verlengings en/of wysigings daarvan (hierna die "Nywerheidsooreenkomste" genoem) ten opsigte van die gebiede waarop die Nywerheidsooreenkoms betrekking het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

- (a) vakleerlinge, afgesien van hul lone; en
- (b) alle werknemers wat in diens is in ambagswerkprosesse en 'n loon ontvang van minstens R1,27 per uur of wat 'n loon van minstens R57,15 per week of R247,65 per maand ontvang, uitgesonderd besoldiging vir oortydwerk: Met dien verstande dat vir die betaling van bydraes deur die werkgever en sodanige werknemer ingevolge klousule 17 en/of betaling van siektebystand ingevolge klousule 16 van hierdie Ooreenkoms, die loongroep van die werknemer soos volg bepaal moet word:

Indien hy weekliks besoldig word—sy gewone weekloon;
 indien hy maandeliks besoldig word—sy maandloon gedeel deur vier en een-derde.

(3) Indien die Nywerheidsooreenkomste gedurende die geldigheidstermyn van hierdie Ooreenkoms weens verloop van tyd vervall of om enige ander rede gestaak word, word die klasse werk en lone in genoemde Nywerheidsooreenkomste gespesifiseer, geag die klasse werk en die minimum lone vir die toepassing van hierdie Ooreenkoms te wees.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, vasstel en bly van krag vir 'n tydperk van vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister bepaal.

3. DEFINITIONS

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

“apprentice” means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act, 1944; “Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means (subject to the provisions of the Demarcation Determinations published under Government Notices R. 1971 of 30 November 1962, R. 260 of 3 March 1967 and R. 2238 of 10 December 1971) the industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals), and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle), or article consisting mainly of metal (other than a precious metal), or parts or components thereof and structural metal work, including steel re-inforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals), and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry, but does not include the Motor Industry;

“Electrical Engineering Industry” means—

(a) the manufacture and/or assembly from component parts of electrical equipment, namely, generators, motors, converters, switch and control gear (including relays, contractors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above, in the Province of the Transvaal, but does not include the Electrical Contracting Industry;

“Electrical Contracting Industry” means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith;

“Lift and Escalator Industry” means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

“Plastics Industry” means the manufacture of articles or parts or articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic venetian blinds;

“plastics” means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;

“precious metals” means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metal to be the greater part in value of such alloy;

“Motor Industry” means the Motor Industry as defined in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industries published under Government Notice R. 479 of March 1974;

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

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries;

“contribution” means the amounts payable in terms of section 17 of this Agreement;

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsvoorsiening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

“Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid” of “Nywerhede” (behoudens die bepalings van die Afbakeningsvastellings gepubliseer by Goewermentskennisgewings R. 1971 van 30 November 1962, R. 260 van 3 Maart 1967 en R. 2238 van 10 Desember 1971) die nywerhede betrokke by die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metaal (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of afval en/of residu's; die onderhoud, fabrisering, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal (uitgesonderd edelmetaal) bestaan of dele of komponente daarvan en struktuurmetaalwerk, met inbegrip van staal-wapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik van sodanige yster en/of staal en/of ander metaal (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, afbik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat inverband met skeepsherstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en Pasiëknwywerheid, maar nie die Motornywerheid nie;

“Elektrotegniese Ingenieursnywerheid”—

(a) die vervaardiging en/of montering, uit samestellende dele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relê, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroings- en verkoelingsuitrusting, transformators, onduitrusting, seunuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit die vervaardiging van samestellende dele van voornoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting genoem in paragraaf (a) hierbo, in die provinsie Transvaal, maar nie ook die Elektrotegniese Aannemingsbedryf nie;

“Elektrotegniese Aannemingsbedryf” die ontwerp, voorbereiding (uitgesonderd vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak en die herstel en/of onderhoud van sodanige installasies, met inbegrip van kabellatwerk en elektriese bedrading wat daarmee in verband staan;

“Hyser- en Roltrapnywerheid” die vervaardiging en/of inmeekaarsit en/of installering en/of herstel van elektriese hysers en roltrappe;

“Plastieknywerheid” die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik uit plastiek, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekplaatmateriaal gemaak word, naamlik klerasie, sakke en handsakke, stewels, skoene, oorskoene, oortreksels en hortjieblinds van plastiek;

“plastiek” ngeen van die groep materiale wat 'n organiese stof met 'n groot molekulêre massa as 'n noodsaaklike bestanddeel bevat of daaruit bestaan en wat, hoewel dit in die afgewerkte stadium solied is, in die een of ander stadium gedurende die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. gegiet, gekalander, uitgedruk of in verskillende vorms gegiet is of gegiet kan word deur middel van vloeiing, gewoonlik deur die toediening, hetsy alleen of gesamentlik, van hitte en druk;

“edelmetale” die edelmetale goud, silwer, platina en/of palladium en/of enige legering wat genoemde edelmetale of engeen daarvan in sodanige verhouding tot 'n ander metaal bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

“Motornywerheid” die Motornywerheid soos omskryf in die Hoofooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid gepubliseer by Goewermentskennisgewing R. 479 van 29 Maart 1974;

“Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;

“Raad” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

“bydrae” die bedrae wat ingevolge klousule 17 van hierdie Ooreenkoms betaalbaar is;

"Regional Council" means any committee appointed as such by the Council in terms of its Constitution;

"wage group" means in the case of an employee whose class of work is scheduled in any of the Industrial Agreements the actual weekly wage for the class of work excluding overtime or any other remuneration received by such employee, and in the case of employees whose wages are not specified in any of the Industrial Agreements means the actual wage of the employee including any cost of living allowance paid or payable to such employee but excluding overtime payments or any other remuneration;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Cape), Hermanus, Hopefield, Knysna, Kuil's River, Ladismith (Cape), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town.

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St Marks (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsoomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala), and for the purposes of these particular areas, the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry. (Border Regional Council), P.O. Box 27, East London;

"Region C" means the Province of Natal, including the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colsberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (Cape), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Cape), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth.

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg and Warrenton, and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom.

4. ESTABLISHMENT OF SICK PAY FUND

A Sick Pay Fund which shall be known as the "National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund (hereinafter referred to as the "Sick Pay Fund" or the "Fund") is hereby established in terms of this Agreement as the successor fund to the Sick Pay Fund established under section 4 of the Agreement published under Government Notice R. 621 of 24 April 1970. The Fund shall

"Streekraad" 'n komitee was as sodanig deur die Raad aangestel is ooreenkomstig sy konstitusie;

"loongroep", in die geval van 'n werknemer wie se klas werk in enigeen van die Nywerheidsooreenkomste ingelys is, die werklike weekloon vir dié klas werk, uitgesonderd besoldiging vir oortydwerk, of enige ander besoldiging deur sodanige werknemer ontvang, en in die geval van werknemers wie se lone nie in enigeen van die Nywerheidsooreenkomste gespesifiseer word nie, die werklike loon van die werknemer, met inbegrip van die lewenskostoelae wat aan sodanige werknemer betaal word of betaalbaar is, dog uitgesonderd betaling vir oortydwerk of enige ander besoldiging;

"Streek A" die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (Kaap), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die adres van die Raad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad;

"Streek B" die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middledrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsoomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala), en ten opsigte van hierdie bepaalde gebiede is die adres van die Raad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen;

"Streek C" die provinsie Natal, met inbegrip van die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, en ten opsigte van hierdie bepaalde gebiede is die adres van die Raad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban;

"Streek D" die landdrosdistrikte Aberdeen, Adelaide, Albanie, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (Kaap), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Kaap), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die adres van die Raad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrosdistrikte Parys en Sasolburg in, en ten opsigte van hierdie bepaalde gebiede is die adres van die Raad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg;

"Streek F" die provinsie van die Oranje-Vrystaat, uitgesonderd die landdrosdistrikte Parys en Sasolburg, dog met inbegrip van die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad in die provinsie Transvaal, en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg en Warrenton, en ten opsigte van hierdie bepaalde gebiede is die adres van die Raad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom.

4. INSTELLING VAN SIEKTEBYSTANDSFONDS

'n Siektebystandsfonds wat bekend staan as die "Siektebystandsfonds van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid" (hierna die "Siektebystandsfonds" of die "Fonds" genoem), word hierby ingevolge hierdie Ooreenkoms ingestel en neem die plek in van die Siektebystandsfonds ingestel ingevolge klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 621 van 24 April 1970. Die Fonds bestaan uit geld wat oploop

consist of moneys accruing from contributions and of the interest from investments in terms of section 17 and 7 (4) of this Agreement and shall take over all the assets and be subject to all the obligations and liabilities of the aforesaid Sick Pay Fund.

5. OBJECTS

The objects of the Fund shall be to provide benefits as prescribed in sections 16 and 16bis of this Agreement.

6. ADMINISTRATION

(1) Control and administration of the Fund shall vest in a Management Committee which shall consist of one member nominated by each trade union which is a party to this Agreement and an equal number of employer members nominated by the employers' organisations jointly. Alternates may be appointed if deemed necessary by the Committee. Should the Management Committee be unable to perform its duties for any reason whatsoever the Executive Committee shall perform these duties and exercise its functions and powers.

(2) Regional Committees may be established by the Council in terms of its Constitution from among its members to assist in the administration of the Fund. Should a Regional Committee be unable to perform its duties for any reason, the Regional Council in the Area concerned shall perform these functions and exercise its powers.

(3) The Management Committee shall have the power to make and alter rules governing the administration of the Fund. Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL

(1) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R6 000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R10 000: Provided that upon payment of benefits being resumed, claims made during such period of suspension shall be met in the order in which they were received.

(2) All moneys paid to the Fund shall be deposited in the banking account to be opened at a bank and/or institution approved by the Management Committee.

(3) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised thereto by the Management Committee.

(4) All moneys regarded by the Management Committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or in stock of the Government of the Republic of South Africa or local government stocks or in mortgage bonds and/or mortgage investments on such conditions as may be determined by the Management Committee from time to time.

(5) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(6) The Management Committee shall furnish the Executive Committee with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

(7) Auditor(s) shall be appointed by the Management Committee. Such auditor(s) shall be registered in terms of the Public Accountants and Auditors Act, 1951.

(8) As soon as possible after the 31 December in each year the Management Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with any report by the auditor thereon to the Executive Committee for transmission to the Council.

(9) The certified accounts and statement and any report made by the auditor thereon shall be open for inspection at the Head Office of the Council. The certified accounts and statement countersigned by the Chairman of the Council, together with any report by the auditor shall be transmitted to the Industrial Registrar within three months of the close of the period covered thereby.

8. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within six months it is renewed or replaced by another agreement perpetuating the Fund, or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of section 11, trustees shall be appointed to continue payments

uit bydraes en die rente wat ontvang word op beleggings ooreenkomstig klousules 17 en 7 (4) van hierdie Ooreenkoms, dit neem alle bates van voormelde Siektebystandsfonds oor en is onderworpe aan al die verpligtings en aanspreeklikhede van genoemde Fonds.

5. OOGMERKE

Die oogmerke van die Fonds is om voordele te verskaf soos in klousules 16 en 16bis van hierdie Ooreenkoms voorgeskryf.

6. ADMINISTRASIE

(1) Die beheer oor en die administrasie van die Fonds berus by 'n Bestuurskomitee wat bestaan uit een lid benoem deur elke vakvereniging wat 'n party by hierdie Ooreenkoms is en 'n gelyke getal werkgewerslede wat deur die werkgewersorganisasies gesamentlik benoem is. Daar mag plaasvervangers benoem word indien die Komitee dit nodig ag. As die Bestuurskomitee om enige rede nie by die vermoë is om sy pligte uit te voer nie, moet die Uitvoerende Komitee sodanige pligte uitvoer en sy funksies en bevoegdhede uitoefen.

(2) Die Raad kan ooreenkomstig sy konstitusie uit sy geledere streekkomitees stig om met die administrasie van die Fonds behulpsaam te wees. Indien 'n streekkomitee om die een of ander rede nie daartoe in staat is om sy pligte uit te voer nie, moet die streekraad in die betrokke gebied sodanige pligte uitvoer en sy bevoegdhede uitoefen.

(3) Die Bestuurskomitee besit die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te wysig. Kopies van die reëls en van alle wysigings daarvan, wat nie met die bepalings van hierdie Ooreenkoms of met enige wet onbestaanbaar mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

7. FINANSIËLE BEHEER

(1) Die betaling van voordele moet opgeskort word wanneer die bedrag wat in die krediet van die Fonds staan, tot minder as R6 000 daal, en uitbetalings mag nie hervat word nie totdat die bedrag wat in die krediet van die Fonds staan, R10 000, beloop: Met dien verstande dat, wanneer die betaling van voordele hervat word, eise wat gedurende sodanige tydperk van opskorting ingedien is, betaal moet word in die volgorde waarin hulle ontvang is.

(2) Alle geld wat aan die Fonds betaal word, moet in die bankrekening gestort word wat geopen moet word by 'n bank en/of inrigting wat deur die Bestuurskomitee goedgekeur is.

(3) Alle betalings uit die Fonds moet geskied per tjek getrek op die rekening van die Fonds en onderteken deur twee lede wat behoorlik daartoe gemagtig is deur die Bestuurskomitee.

(4) Alle geld wat die Bestuurskomitee beskou as te veel vir die Fonds se onmiddellike vereistes, kan in 'n depositeurekening by 'n bank of geregistreerde bouvereniging gestort of in Nasionale Spaarsertifikate of in effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture of in verbande en/of verbandbeleggings belê word op dié voorwaardes wat die Bestuurskomitee van tyd tot tyd bepaal.

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

(6) Die Bestuurskomitee moet elke drie maande by die Uitvoerende Komitee 'n verslag indien waarin 'n algemene oorsig gegee word van hoe die Fonds funksioneer en van die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

(7) 'n Ouditeur of ouditeurs moet deur die Bestuurskomitee aangestel word. Sodanige ouditeur(s) moet ooreenkomstig die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer wees.

(8) Die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n rekening van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat van die Fonds se bates en laste, wat deur die ouditeur gesertifiseer moet word, opstel en dit saam met 'n verslag van die ouditeur daaroor aan die Uitvoerende Komitee voorlê vir deursending aan die Raad.

(9) Die gesertifiseerde rekenings en staat en die verslag van die ouditeur daaroor moet op die Hoofkantoor van die Raad ter insae lê. Die gesertifiseerde rekening en staat, medeonderteken deur die Voorsitter van die Raad, tesame met die verslag van die ouditeur daaroor, moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrator gestuur word.

8. LIKWIDASIE

By verval van die Ooreenkoms weens verloop van tyd of om enige ander rede en tensy dit binne ses maande hernieu of vervang word deur 'n ander ooreenkoms waarby die Fonds voortgesit word, of as die Raad nie die Fonds ooreenkomstig klousule 11 aan 'n ander Fonds oordra wat vir dieselfde doel gestig is nie, moet daar trustees aangestel word om betalings

from the Fund as if the Agreement was still in existence, that is to say, to pay out claims to benefit in terms of the expired Agreement, any creditors, administration costs and liquidation expenses, until such time as the Fund is exhausted. Such trustees shall be appointed by the Executive Committee and if the Committee should be unable or unwilling to appoint the said trustees the Registrar may appoint trustees to deal with the Fund in the aforesaid manner.

9. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed and no person shall make a false statement to such agent during the course of his investigations.

10. EXHIBITION OF AGREEMENT

Every employer who is required to observe this Agreement and in the area where this Agreement has application shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both the official languages of the Republic of South Africa.

11. EXPIRY OF THE AGREEMENT

(a) Any agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

(b) Should this Agreement expire by effluxion of time or any other reason, the Fund shall continue to be administered by the Management Committee last in office until it be either dealt with in terms of section 8 or is transferred by the Council to any other Fund constituted for the same purpose as that for which this Fund was created.

(c) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Management Committee shall continue to administer the Fund and the members of such Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occurring on such Committee may be filled by the Registrar from employers or employees in the Iron, Steel, Engineering and Metallurgical Industries to ensure an equality of employer and employee representatives and alternates in the membership of the Committee.

(d) In the event of the Management 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 Registrar, he may appoint a trustee or trustees to carry out the duties of such Committee and who shall possess all the powers of such Committee for the purpose.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided for by the Fund shall not be transferable and any employee who attempts to assign, transfer or otherwise cede or pledge or hypothecate his right shall have all benefits from the Fund immediately suspended for a period of three months.

13. CLAIMS

(1) Claims for sick pay benefits and/or special sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Management Committee from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the employee concerned: Provided, however, that the Management Committee may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) No claims shall be recognised by the Fund if not submitted within 30 days after the first absence from employment on account of illness and if the employee has failed to act upon proper medical advice, nor will payment be made for any prior period of more than three days before the employee first interviewed his medical practitioner.

uit die Fonds voort te sit asof die Ooreenkoms nog bestaan, d.w.s. om eise vir voordele ooreenkomstig die verstrekte ooreenkoms, alle krediteure, administrasie- en likwidasiestekste uit te betaal tot tyd en wyl die geld in die Fonds gedaan is. Sodanige trustees moet deur die Uitvoerende Komitee aangestel word, en as die Komitee nie daartoe in staat is nie of onwillig is om genoemde trustees aan te stel, kan die Registrateur trustees aanstel om met die Fonds te handel soos hierbo bepaal.

9. AGENTE

Die Raad kan een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgever en elke werknemer om sodanige persone toe te laat om dié navrae te doen en af te handel en dié dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek en dié individue te ondervra en al die stappe, te doen wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag in die loop van sodanige agent se ondersoek 'n valse verklaring aan hom doen nie.

10. VERTONING VAN OOREENKOMS

Elke werkgever wat hierdie Ooreenkoms moet nakom in dié gebiede waar dit van toepassing is, moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika aanbring en aangebring hou in of op die plek waar sy werknemers werk.

11. VERSTRYKING VAN DIE OOREENKOMS

(a) In enige ooreenkoms wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoenings, 1956, as bindend verklaar en wat hierdie Ooreenkoms vervang of in die plek daarvan gestel word, mag voorsiening gemaak word vir die voortsetting en administrasie van die Fonds.

(b) Indien hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee wat die laaste as sodanig diens gedoen het, geadministreer word totdat daarmee of ooreenkomstig klousule 8 gehandel is, of dit deur die Raad na 'n ander fonds oorgedra is wat vir dieselfde doel ingestel is as dié waarvoor hierdie Fonds gestig is.

(c) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, ontbind word of ophou om ooreenkomstig artikel 34 (2) van die Wet te funksioneer, moet die Bestuurskomitee die Fonds verder administreer, en die lede van sodanige Komitee op die datum waarop die Raad ophou funksioneer of ontbind word, word vir sodanige doel geag lede daarvan te wees: Met dien verstande egter dat alle vakatures wat in sodanige Komitee ontstaan, deur die Registrateur geval kan word uit die geledere van die werkgewers of die werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die Komitee dien.

(d) Indien die Bestuurskomitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige Komitee uit te voer, en sodanig trustee of trustees het vir hierdie doel die bevoegdhede van sodanige Komitee.

12. VOORDELE NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE

Die voordele waarvoor die Fonds voorsiening maak, is nie oordraagbaar nie, en alle voordele wat 'n werknemer uit die Fonds mag verkry, word onmiddellik vir 'n tydperk van drie maande opgeskort as sodanige werknemer probeer om sy reg af te staan, oor te dra of op 'n ander manier te sedgeer of te verpand of te verhipotekeer.

13. EISE

(1) Eise om siektebystandsvoordele en/of spesiale siektebystandsvoordele uit die Fonds moet by die Fonds ingedien word op die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf en moet vergesel gaan van 'n breedvoerige geneeskundige sertifikaat in die voorgeskrewe vorm. Die koste van die geneeskundige sertifikaat moet deur die betrokke werknemer gedra word: Met dien verstande egter dat die Bestuurskomitee 'n onafhanklike geneeskundige ondersoek mag vereis waarvan die koste deur die Fonds bestry moet word.

(2) Geen eise word deur die Fonds oorweeg nie tensy dit binne 30 dae na die eerste dag waarop die werknemer weens siekte van die werk afwesig is, ingedien word, en geen eis word erken as die werknemer versuim het om volgens behoorlike geneeskundige advies te handel nie; voorts word geen bedrag betaal ten opsigte van 'n tydperk van meer as drie dae voordat die werkgever sy geneeskundige praktisyn vir die eerste maal geraadpleeg het nie.

(3) It shall be sufficient payment of any claim if a cheque is despatched by prepaid post to the address given in the claim form prescribed by the Management Committee, and if any cheque so sent is not paid within 18 months of the date of issue, the claim shall be forfeited for the benefit of the Fund: Provided that the Management Committee shall have power in its discretion to make an ex gratia payment in respect of any claim forfeited in terms of this section.

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

Subject to the general direction of the Executive Committee of the Council and the terms of this Agreement, the Management Committee shall have full control of the affairs of the Fund and in particular may—

- engage employees to assist in the administration of the Fund, fix their remuneration and define their duties;
- refuse any or all benefits to employees who have acted in the manner calculated or reasonably likely to injure the interests of the Fund: Provided that such employee shall be permitted to appear before the Management Committee to state his case;
- sanction expenditure from the Fund;
- take steps to enforce payment of contributions or any sums due to the Fund;
- where an employee has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS

Notwithstanding anything contained in this Agreement—

- the Management Committee shall have discretionary power to grant additional assistance to employees in cases of hardship arising from illness and may grant special relief to employees by means of pecuniary grants, loans or otherwise on such conditions as it may from time to time determine;
- the Management Committee may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine. Application for exemption shall be made to the General Secretary of the Council, P.O. Box 9381, Johannesburg;
- an employer may, in respect of his employees employed in the Industries whose wages are not specified in the Industrial Agreements but who are receiving remuneration at a rate of not less than 69c per hour or paid at a rate of not less than R31,05 per week or R134,55 per month, excluding any payment for overtime, by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of section 17. Upon receipt of such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by section 1 of this Agreement;
- the Management Committee may make advances to employees injured on duty in cases where such injury is reportable to the Workmen's Compensation Commissioner as required by the Workmen's Compensation Act, 1941, and lay down the terms and conditions under which advances shall be made and the manner in which recoveries shall be effected as it may from time to time decide.

16. SICK PAY BENEFITS

(1) (a) Subject to paragraphs (b) to (k) of this subsection, sick pay benefits shall be payable to employees as follows:

Actual wage group per week	Sick pay benefits, continuous incapacity or illness, absence from work		
	1st to 4th week	5th to 18th week	19th to 30th week
	R per week	R per week	R per week
Over R87.....	41	42	45
Over R71 and up to R87	37	38	41
Over R58 and up to R71	31	32	35
Over R44 and up to R58	26	27	29
R44 and under.....	22	23	25

(b) Sick pay benefits shall be paid for incapacity or absences from work on account of illness of not less than one working week. A week shall constitute five consecutive working days for

(3) 'n Eis word geag afdoende betaal te wees as 'n tjek per gefrankeerde brief versend word na die adres wat aangegee word op die eisvorm soos deur die Bestuurskomitee voorgeskryf, en as 'n tjek wat aldus gestuur is, nie binne 18 maande vanaf die datum van uitreiking gewissel word nie, word die eis ten voordele van die Fonds verbeur: Met dien verstande dat die Bestuurskomitee die bevoegdheid besit om na goedvinde 'n ex gratia-betaling te doen ten opsigte van enige eis wat ingevolge hierdie subklousule verbeur is.

14. BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE

Behoudens die algemene leiding van die Uitvoerende Komitee van die Raad en die bepalinge van hierdie Ooreenkoms, het die Bestuurskomitee volle beheer oor die sake van die Fonds en kan hy in die besonder—

- werknemers in diens neem om te help met die administrasie van die Fonds, hul besoldiging vasstel en hul pligte omskryf;
- voordele geheel en al of gedeeltelik weier aan 'n werknemer wat gehandel het op 'n manier wat daarop bereken is om die belange van die Fonds te skaad of na alle redelike waarskynlikheid so 'n uitwerking sal hê: Met dien verstande dat sodanige werknemer toegelaat moet word om voor die Bestuurskomitee te verskyn om sy saak te stel;
- uitgawes uit die Fonds goedkeur;
- stappe doen om die betaling van bydraes of van enige bedrag wat aan die Fonds verskuldig is, af te dwing;
- waar 'n werknemer, na die mening van die Bestuurskomitee, te veel voordele ontvang het, ondersoek laat instel en verdere voordele opskort vir dié tydperk wat hy mag bepaal.

15. VOORBEHOUDSBEPALINGS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms—

- het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van nooddruf as gevolg van siekte en mag hy deur middel van geldelike toelae, lenings of andersins spesiale bystand aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd mag bepaal;
- mag die Bestuurskomitee vrystelling van enigen van die bepalinge van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal. Aansoeke om vrystelling moet gerig word aan die Hoofsekretaris van die Raad, Posbus 9381, Johannesburg;
- mag 'n werkgever ten opsigte van sy werknemers wat in die Nywerhede werksaam is en wie se lone nie in die Nywerheidsooreenkoms vasgestel word nie, dog wat 'n loon ontvang van minstens 69c per uur of besoldig word teen minstens R31,05 per week of minstens R134,55 per maand, uitgesonderd enige besoldiging vir oortydwerk, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigen van hulle) ooreenkomstig klousule 17 aan te neem, mits daar onderling in dier voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgever te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgever en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van hierdie Ooreenkoms op hulle van toepassing gemaak is;
- die Bestuurskomitee kan voorskotte doen aan werknemers wat beserings in diens opdoen in gevalle waar sodanige besering by die Ongevallekommissaris aangemeld moet word ingevolge die Ongevallewet, 1941, en die voorwaardes stel waarop voorskotte gedoen kan word en die wyse waarop terugbetalings moet geskied, al na die Komitee van tyd tot tyd mag besluit.

16. BETALING VAN SIEKTEBYSTAND

(1) (a) Behoudens paragrawe (b) tot (k) van hierdie subklousule, is siektebystand soos volg aan werknemers betaalbaar:

Werklike loongroep per week	Siektebystand, voortdurende ongeskiktheid of siekte, afwesigheid van werk		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	R per week	R per week	R per week
Oor R87.....	41	42	45
Oor R71 en tot R87....	37	38	41
Oor R58 en tot R71....	31	32	35
Oor R44 en tot R58....	26	27	29
R44 en minder.....	22	23	25

(b) Geen siektebystand word betaal ten opsigte van ongeskiktheid of afwesigheid van die werk weens siekte van minder as een werkweek nie. 'n Week bestaan uit vyf agtereenvolgende

five-day working week employees and six consecutive working days for six-day working week employees. Sick pay benefits for days of absence on account of sickness in excess of a completed week or weeks shall be paid pro rata to the number of days of such absences.

(b) *bis* Notwithstanding the provisions of paragraphs (b) and (e) of this subsection, where an employee is absent from work due to disablement falling within the provisions of the Workmen's Compensation Act, 1941, there shall be payable to the employee a special sick pay benefit up to a maximum of three days for each period of such absence (calculated on the ordinary hours of the shift of the establishment concerned, excluding overtime) at the actual hourly rate of pay which the employee was receiving at the time of the disablement: Provided that—

(i) no sick pay benefit shall be paid in respect of absences from work for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941);

(ii) the qualification for special sick pay benefits under this subsection shall be as prescribed for sick leave in subsections (1) (a) and (b), (6) and (7) of section 35 of the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industries published under Government Notice R. 479 of 29 March 1974, as amended by Government Notices R. 1316 of 2 August 1974 and R. 947 of 16 May 1975;

(iii) no payment shall be made in respect of paid public holidays as specified in the Industrial Agreements or in respect of any portion of the paid leave referred to in such Agreements;

(iv) the employee shall produce such evidence as the Fund may from time to time require as to the period for which compensation has not been paid under the Workmen's Compensation Act in respect of any particular period of absence from work due to disablement falling within the provisions of that Act;

(v) where an employee worked for part of his ordinary shift on date on which the disablement commenced, the special sick pay benefit payable for that day shall be reduced pro rata.

(c) No sick pay benefit shall be payable for incapacity or absence from work on account of illness for less than a working week except for continuous absences as hereinafter provided:

(i) Absence from work of two working days or less—no sick pay benefit shall be payable by the Fund;

(ii) absence from work of three working days—sick pay benefits shall be payable pro rata for the third day of absence only;

(iii) absence from work of four working days—sick pay benefits shall be payable pro rata for the third and fourth days of absence only.

(d) No sick pay benefits shall be payable in respect of paid public holidays specified in the Agreement for the Industry, or in respect of any portion of the paid holiday period for which an employee receives holiday pay. Where an employee works a portion of the shift on the day he is first absent, it shall count as a day of absence due to sickness, and that portion of the shift which is to be regarded as qualifying shifts shall be paid for by the Fund.

(e) No sick pay shall be payable for any illness or disablement falling within the provisions of the Workmen's Compensation Act, 1941, except as provided for under paragraph (b) *bis*.

(f) No sick pay benefits shall be payable to female employees in respect of absences from work due to pregnancy or confinement.

(g) No sick pay benefits shall be paid in respect of the following:

(i) Alcoholism or the use of narcotics;

(ii) engaging in hunting, racing on wheels or motor-cycling other than motor-cycling to and from the employees' actual work;

(iii) the performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft, except as a fare-paying passenger on a regular scheduled airline;

(iv) injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion.

(h) No sick pay benefit shall be payable to employees who become unemployed during the period they are entitled to receive unemployment benefits falling within the scope of the Unemployment Insurance Act.

werkdag in die geval van werknemers wat vyf dae per week werk en ses agtereenvolgende werkdag in die geval van werknemers wat ses dae per week werk. Siektebystand vir dae afwesigheid weens siekte wat 'n volle week te bowe gaan, word op 'n pro rata-grondslag betaal na gelang van die getal dae van sodanige afwesigheid.

(b) *bis* Ondanks paragrawe (b) en (e) van hierdie subklousule, wanneer 'n werknemer van die werk afwesig is weens ongeskiktheid waarop die bepalings van die Ongevallewet, 1941, van toepassing is, is spesiale siektebystand tot 'n maksimum van drie dae vir elke tydperk van sodanige afwesigheid (berekende volgens die gewone ure van die skof van die betrokke bedryfsinrigting, oortydwerk uitgesonderd) aan die werknemer betaalbaar teen die werklike uurloon wat die werknemer ontvang het ten tyde van die ongeskiktheid: Met dien verstande dat—

(i) geen siektebystand betaal mag word nie ten opsigte van afwesigheid van die werk waarvoor vergoeding kragtens die Ongevallewet, 1941 (Wet 30 van 1971) betaalbaar is;

(ii) die kwalifikasie vir spesiale siektebystand ingevolge hierdie subklousule dieselfde is as dié wat voorgeskryf word vir siekteverlof in subklousules (1) (a) en (b), (6) en (7) van klousule 35 van die Hoofoorreënkomers vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskennisgewings R. 479 van 29 Maart 1974, soos gewysig by Goewermentskennisgewings R. 1316 van 2 Augustus 1974 en R. 947 van 16 Mei 1975;

(iii) geen betaling gedoen mag word ten opsigte van openbare vakansiedae met besoldiging soos gespesifiseer in die Nywerheidsooreenkomste of ten opsigte van enige gedeelte van die verlof met besoldiging waarvan in sodanige Ooreenkomste melding gemaak word nie;

(iv) die werknemer sodanige bewys moet lewer as wat die Fonds van tyd tot tyd mag vereis betreffende die tydperk waarvoor vergoeding nie kragtens die Ongevallewet betaal is nie ten opsigte van enige besondere tydperk van afwesigheid van die werk weens ongeskiktheid waarop daardie Wet van toepassing is;

(v) waar 'n werknemer 'n gedeelte van sy gewone skof gewerk het op die datum waarop die ongeskiktheid begin het, die spesiale siektebystand wat vir daardie dag betaalbaar is, pro rata verminder moet word.

(c) Geen siektebystand is betaalbaar ten opsigte van ongeskiktheid of afwesigheid van die werk weens siekte van minder as een werkweek nie, uitgesonderd ten opsigte van aanhoudende afwesigheid soos hieronder bepaal:

(i) Afwesigheid van werk van twee werkdag of minder—die Fonds betaal geen siektebystand nie;

(ii) afwesigheid van werk van drie werkdag—siektebystand is op 'n pro rata-grondslag vir slegs die derde dag van afwesigheid betaalbaar;

(iii) afwesigheid van werk vir vier werkdag—siektebystand is op 'n pro rata-grondslag vir slegs die derde en vierde dag van afwesigheid betaalbaar.

(d) Geen siektebystand is betaalbaar ten opsigte van openbare vakansiedae met besoldiging soos in die Ooreenkomers vir die Nywerheid gespesifiseer, of ten opsigte van enige gedeelte van die betaalde vakansietydperk waarvoor 'n werknemer vakansiebesoldiging ontvang nie. Indien 'n werknemer op die dag waarop hy vir die eerste keer afwesig is, 'n gedeelte van die skof werk, tel dit as 'n dag afwesigheid weens siekte, en die Fonds moet betaal vir daardie gedeelte van die skof wat geag word 'n kwalifiserende skof te wees.

(e) Behoudens paragraaf (b) *bis*, is geen siektebystand betaalbaar vir siekte of ongeskiktheid waarop die bepalings van die Ongevallewet, 1941, van toepassing is nie.

(f) Geen siektebystand is aan vroulike werknemers ten opsigte van afwesigheid van hul werk weens swangerskap en bevallings betaalbaar nie.

(g) Geen siektebystand is ten opsigte van die volgende betaalbaar nie:

(i) Alkoholisme of die gebruik van verdowingsmiddels;

(ii) deelname aan jag, wedrenne met voertuie op wiele of motorfiets, uitgesonderd dié gevalle waar motorfiets vir vervoer na en van die werknemer se werklike werk gebruik word;

(iii) die pleging van 'n onwettige daad, diens in die Weermag, 'n vlug of gepoogde vlug in 'n vliegtuig, behalwe as 'n betalende passasier in 'n vliegtuig wat vir 'n gereelde lugdiens gebruik word;

(iv) besering veroorsaak deur 'n militêre of usurpatormag, ongeag of daar oorlog verklaar is al dan nie, of besering weens optootjies of burgerlike onrus.

(h) Geen siektebystand is aan werknemers wat werkloos word, betaalbaar gedurende die tydperk waarin hulle aanspraak het op werkloosheidsvoordele wat binne die bestek van die Werkloosheidsversekeringswet val nie.

(i) Employees engaged subsequent to the date of coming into operation of this Agreement shall not be eligible for sick pay benefits until 13 consecutive weeks' contributions have been made to the Fund: Provided that previous contributions terminated by a period of unemployment or a change of employer within the Industry shall count as qualifying contributions.

(j) Employees leaving the Industry and subsequently returning to the Industry shall, after 13 consecutive weekly contributions have been made to the Fund, be eligible for sick pay benefits.

(k) No sick pay benefits shall be payable in respect of continuous periods of absence exceeding 30 weeks until such time as the employee shall have completed a further 26 weeks of employment, and for purposes of this section absences separated from each other by less than 26 weeks shall be deemed to be continuous.

16bis. FUNERAL BENEFIT

At death of an employee entitled to benefit from the Fund, a funeral benefit of R350 shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit, on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

17. CONTRIBUTIONS

(1) Every employer shall each week deduct from the wages of each of his employees covered by this Agreement the amount indicated for an employee of that wage group in the following table:

Wage group per week	Amount per week (cents)
Over R87.....	26
Over R71 and up to R87.....	24
Over R58 and up to R71.....	22
Over R44 and up to R58.....	19
R44 and under.....	14

(2) To the amount thus deducted the employer shall add an equal amount and forward the total sum for each month to the Council, together with a form to be prescribed by the Management Committee from time to time.

(3) The amount payable each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following, as follows:

Every employer in Region A: To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Cape Regional Council), P.O. Box 6096, Cape Town.

Every employer in Region B: To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Border Regional Council), P.O. Box 27, East London.

Every employer in Region C: To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Natal Regional Council), P.O. Box 2778, Durban.

Every employer in Region D: To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Midland Regional Council), P.O. Box 3127, Port Elizabeth.

Every employer in Region E: To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Transvaal Regional Council), P.O. Box 3998, Johannesburg.

Every employer in Region F: To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, O.F.S.

(4) Should any amount due in terms of this section not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the appropriate Regional Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Signed at Johannesburg on behalf of the parties this 1st day of July 1975.

T. P. MURRAY, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

(i) Werknemers wat in diens geneem word op 'n later datum as dié waarop hierdie Ooreenkoms in werking tree, is nie op siektebystand geregtig totdat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is nie: Met dien verstande dat vorige bydraes wat beëindig is deur 'n tydperk van werkloosheid of 'n verandering van werkgever binne die Nywerheid, as kwalifiserende bydraes tel.

(j) Werknemers wat die Nywerheid verlaat en later na die Nywerheid terugkeer, kom vir siektebystand in aanmerking nadat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is.

(k) Geen siektebystand is ten opsigte van aaneenlopende tydperke van afwesigheid van meer as 30 weke betaalbaar totdat die werknemer 'n verdere 26 weke diens voltooi het nie, en vir die toepassing van hierdie artikel word afwesighede wat deur minder as 26 weke van mekaar geskei word, geag aaneenlopend te wees.

16bis. BEGRAFNISBYSTAND

Indien 'n werknemer wat geregtig is op bystand uit die Fonds te sterwe kom, is bystand van R350 by indiening van sodanige bewys van afsterwe as wat die Bestuurskomitee van tyd tot tyd mag voorskryf of vereis, betaalbaar aan die langsliewende gade of aan sodanige persoon wat na die Bestuurskomitee se oordeel op die bystand geregtig is.

17. BYDRAES

(1) Elke werkgever moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, die bedrag aftrek wat in onderstaande tabel vir 'n werknemer van daardie loongroep aangedui word:

Loongroep per week	Bedrag per week (sent)
Oor R87.....	26
Oor R71 en tot R87.....	24
Oor R58 en tot R71.....	22
Oor R44 en tot R58.....	19
R44 en minder.....	14

(2) By die bedrag aldus afgetrek moet die werkgever 'n gelyke bedrag voeg, en die totale bedrag vir elke maand aan die Raad stuur, tesame met 'n vorm soos die Bestuurskomitee van tyd tot tyd voorskryf.

(3) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die onmiddellik daaropvolgende maand aan die Raad gestuur word, en wel op die volgende wyse:

Alle werkgevers in Streek A: Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad.

Alle werkgevers in Streek B: Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen.

Alle werkgevers in Streek C: Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natal Streekraad), Posbus 2778, Durban.

Alle werkgevers in Streek D: Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth.

Alle werkgevers in Streek E: Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg.

Alle werkgevers in Streek F: Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, O.V.S.

(4) Indien enige bedrag wat ingevolge hierdie klousule verskuldig is, nog nie deur die Raad ontvang is teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nie, moet die werkgever rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly, bereken teen 1 persent per maand of deel daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat die Raad na sy eie absolute goedvinde die regsbevoegdheid het om die betaling van sodanige rente of 'n deel daarvan, kwy te skeld.

Namens die partye op hede die 1ste dag van Julie 1975 in Johannesburg onderteken.

T. P. MURRAY, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Sekretaris.

No. R. 2190 21 November 1975
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941**

**IRON, STEEL, ENGINEERING AND METALLUR-
 GICAL INDUSTRIES**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 2189 of 21 November 1975 may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sick pay in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 2190 21 November 1975
**WET OP FABRIEKE, MASJINERIE EN
 BOUWERK, 1941**

**YSTER-, STAAL-, INGENIEURS- EN
 METALLURGIESE NYWERHEID**

Ek, Marais Viljoen, Minister van Arbeid, stel hierby, ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2189 van 21 November 1975 ingevolge die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

M. VILJOEN, Minister van Arbeid.

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CONTENTS

INHOUD

<i>No.</i>	<i>Page</i>
Labour, Department of	
Government Notices	
R.2189. Iron, Steel, Engineering and Metallurgical Industries: Sick Pay Fund Agreement	1
R.2190. Factories, Machinery and Building Work Act, 1941	10

<i>No.</i>	<i>Bladsy</i>
Arbeid, Departement van	
Goewermentskennisgewings	
R.2189. Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Siektebystandsfondsooreenkoms	1
R.2190. Wet op Fabriek, Masjinerie en Bouwerk, 1941	10

