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[No. 6186

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2043 13 October 1978

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—
PENSION FUNDS AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1982, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (a) and 4 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1982, 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 areas specified in clause 2 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 2 (1) (b) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1982, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (a) and 4 of Part I and Part IIA, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

3325—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2043 13 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).—
PENSIOENFONDSE-OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en 4 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 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 gebiede gespesifiseer in klousule 2 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en 4 van Deel I en Deel IIA, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, in die gebiede gespesifiseer in klousule 2 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

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SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY (NATAL)

AGREEMENT

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

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
and the

Electrical Contractors' Association (South Africa)
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

South African Electrical Workers' Association
and the

Amalgamated Engineering Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being parties to the Industrial Council for the Electrical Industry (Natal).

PART I.—GENERAL PROVISIONS

1. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period ending 31 March 1982 or for such period as the Minister may determine.

2. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—

(a) who are members of the employers' organisations and trade unions, respectively; and

(b) who are engaged or employed in—

(i) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this Part of the Agreement in the municipal area of Pietermaritzburg as defined on 15 November 1952 and in the Magisterial Districts of Durban and Pinetown;

(ii) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Part of the Agreement in the Province of Natal.

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

(a) to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

(b) to trainees only to the extent to which they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof.

3. DEFINITIONS

Any 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—

"Act" means the Industrial Conciliation Act, 1956;

"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, and includes a minor employed on probation in terms of the said Act;

"Council" means the Industrial Council for the Electrical Industry (Natal);

"Electrical Industry" or "Industry" means the Industry in which employers and employees are associated for any or all of the following:

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE
NYWERHEID (NATAL)

OOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
en die

Electrical Contractors' Association (South Africa)
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Electrical Workers' Association
en die

Amalgamated Engineering Union
(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheid vir die Elektrotegniese Nywerheid (Natal).

DEEL I.—ALGEMENE BEPALINGS

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk wat op 31 Maart 1982 eindig of vir die tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—

(a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en

(b) wat betrokke is by of in diens is in verband met—

(i) die werksaamhede uiteengesit in paragrafe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Deel van die Ooreenkoms, in die munisipale gebied van Pietermaritzburg soos omskryf op 15 November 1952 en in die landdrosdistrikte Durban en Pinetown;

(ii) die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Deel van die Ooreenkoms, in die provinsie Natal.

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

(a) vakleerlinge slegs vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens gestel is nie;

(b) kwekelinge slegs vir sover dit nie strydig is met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is nie.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat in diens is ooreenkomstig 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is en sluit dit 'n minderjarige in wat ingevolge genoemde Wet op proef in diens is;

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

"Elektrotegniese Nywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir eenige van of al die volgende werksaamhede:

(a) Die ontwerp, bereiding, oprigting, installing, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van 'n gebou uitmaak, met inbegrip van bedrading, kabellawerk, die lê van kables, die aanleg van bognordse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structure or elsewhere;

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto;

and for the purposes of this definition "electrical equipment" shall include—

(i) electrical cables and overhead lines;

(ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, domestic electrical equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

Provided that in the Magisterial Districts of Durban and Pinetown, the expression "electrical equipment" shall, for the purposes of paragraphs (a), (b) and (c), not include radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment, refrigeration equipment or domestic electrical equipment;

and further for the purposes of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

(aa) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;

(ab) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise; and

(ac) the manufacture, repair and servicing of motor vehicle batteries;

(ad) the manufacture, repair and servicing of typewriter and office appliances;

(ae) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

Provided that in the Magisterial Districts of Durban and Pinetown the expression "design, preparation, erection, installation, repair and maintenance" shall, for the purposes of paragraphs (a), (b) and (c) not include—

(aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;

(ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;

(ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;

(ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;

(ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;

(af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of the manufacturer's guarantee;

(ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;

(ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;

(b) die ontwerp, bereiding, oprigting, installeering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk, die lê van kables, die aanleg van bognondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

(c) die ontwerp, bereiding, oprigting, installeering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellawerk, die lê van kables, die aanleg van bognondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

(d) die ontwerp, bereiding, oprigting, installeering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van bedrading, kabellawerk, die lê van kables, die aanleg van bognondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan;

en vir die toepassing van hierdie omskrywing omvat "elektriese uitrusting"—

(i) elektriese kables en bognondse lyne;

(ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, verkoel- en afkoeluitrusting, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese apparaat, sein-uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word by die bediening van radio- of elektroniese uitrusting;

Met dien verstande dat vir die toepassing van paragrawe (a), (b) en (c) die uitdrukking "elektrotegniese uitrusting" in die landdrosdistrikte Durban en Pinetown nie radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word by die bediening van radio- of elektroniese uitrusting, verkoeluitrusting of huishoudelike elektriese uitrusting insluit nie;

en voorts, vir die toepassing van hierdie omskrywing, omvat "ontwerp, bereiding, oprigting, installeering, herstel en onderhoud" nie die volgende nie:

(aa) Die vervaardiging en/of inmeekaarsit van voornoemde uitrusting of samestellende dele daarvan;

(ab) die bedrading van motorvoertuie of installeering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins; en

(ac) die vervaardiging, herstel en versiening van motorvoertuigbatterye;

(ad) die vervaardiging, herstel en versiening van tikmasjiene en kantoortoestelle;

(ae) die vervaardiging en/of montering en/of installeering en/of herstel en/of onderhoud van hysers en/of roltrappe;

Met dien verstande dat, vir die toepassing van paragrawe (a), (b) en (c), die uitdrukking "ontwerp, bereiding, oprigting, installeering, herstel en onderhoud" in die landdrosdistrikte Durban en Pinetown nie die volgende omvat nie:

(aa) Die vervaardiging, installeering, herstel en/of onderhoud van hysers en roltrappe;

(ab) die vervaardiging, deur middel van herhalingsmetodes, van voornoemde uitrusting of samestellende dele daarvan;

(ac) die bedrading van motorvoertuie of installeering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;

(ad) die vervaardiging en/of fabrisering en/of inmeekaarsit en/of herbou van batterye van die loodsuurtype en/of samestellende dele daarvan;

(ae) die installeering en/of versiening en/of herstel van loodsuurbatterye van die vaste tipe of samestellende dele daarvan wanneer die werk verrig word deur die vervaardiger van die batterye of samestellende deel;

(af) die installeering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtype of samestellende dele daarvan wanneer die werk verrig word deur die vervaardiger van die batterye of samestellende deel ooreenkomstig die vervaardiger se waarborg;

(ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;

(ah) die inmeekaarsit en/of versiening en/of installeering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, ontwerpe of apparaat in (ai) hieronder bedoel;

(ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah);

(aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai), other than by means of a socket or similar outlet provided for the purpose;

"establishment" means any premises where the Industry, or part thereof, as herein defined, is carried on;

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

"Main Agreement" means the Agreement for the Electrical Industry (Natal) as published under Government Notice R. 2041 of 13 October 1978, or an agreement which succeeds the said Agreement, including any extension or amendment thereof.

4. AGENTS

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

5. EXEMPTIONS

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Applications for exemption shall be made to the Secretary of the Council, P.O. Box 722, Durban, 4000.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

6. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in legible character, in both official languages of the Republic.

7. DISSOLUTION OF THE COUNCIL

In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Industrial Registrar may appoint trustees to perform the Council's functions. The trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services rendered by the trustees shall form a charge upon the general funds of the Council.

PART IIA

METAL INDUSTRIES GROUP LIFE AND PROVIDENT FUND

1. SCOPE OF APPLICATION

(1) Except as otherwise provided in this clause, this Part shall apply to and be observed by all employers and employees in respect of establishments or parts thereof which are registered by the Council under Part II of the Main Agreement.

(2) This Part shall not apply to any employee who was on 29 July 1957 or thereafter becomes a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for purposes of this Part.

(3) Notwithstanding the provisions of subclause (2), the terms of this Part shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subclause.

2. DEFINITIONS

For the purposes of this Part—

"employee" means an employee employed on any of the classes of work scheduled at a rate of not less than R1,05 per hour in the Main Agreement and includes an apprentice

(ai) die bemarking van toestelle, uitrusting, masjiene, ontwerpe en apparaat, ongeag of dit met die hand werk of volgens fotografiese, meganiese, elektrotegniese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels wat hoofsaaklik bedoel is vir gebruik by rekeningkundige en/of besigheids- en/of berekenings- en/of kantoorprosedures, oral waar sodanige bemarking geskied in samewerking met een of meer van die werksaamhede in (ah) bedoel;

(aj) die verbinding van die toestelle, uitrusting, masjiene, ontwerpe en apparaat in (ai) bedoel met die bedrading van 'n gebou of bouwerk, uitgesonderd deur middel van 'n sok of dergelyke uitlaat wat vir dié doel verskaf word;

"bedryfsinrigting" 'n perseel waar die Nywerheid, of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie daarvan aangestel is;

"Hoofdooreenkoms" die Ooreenkoms vir die Elektrotegniese Nywerheid (Natal) soos gepubliseer by Goewermentskennisgewing R. 2041 van 13 Oktober 1978, of 'n ooreenkoms wat genoemde Ooreenkoms opvolg, insluitende enige verlenging of wysiging daarvan.

4. AGENTE

'n Agent van die Raad is daarop geregtig om 'n bedryfsinrigting te betree en mag die werkgewer of enige werknemer ondervra, die registers nagaan en enige navraag doen met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

5. VRYSTELLINGS

(1) Die Raad of die Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Daar moet by die Sekretaris van die Raad, Posbus 722, Durban, 4000, aansoek om vrystelling gedoen word.

(3) Die Raad of die Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes bepaal waarop vrystelling verleen word en kan, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat intrek, afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

6. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

7. ONTBINDING VAN DIE RAAD

Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidsstermyn van hierdie Ooreenkoms, kan die Nywerheidsregistrator trustees aanstel om die funksies van die Raad uit te voer. Die trustees aldus aangestel, het vir die toepassing van hierdie Ooreenkoms al die bevoegdhede van die Raad. Enige bedrag (indien daar is) wat vir die dienste van die trustees betaal moet word, moet deur die algemene fondse van die Raad gedra word.

DEEL IIA

GROEPSLEWE- EN VOORSORGFONDS VAN DIE METAALNYWERHEID

1. TOEPASSINGSBESTEK

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Deel van toepassing op en moet dit nagekom word deur alle werkgewers en werknemers ten opsigte van bedryfsinrigtings of gedeeltes daarvan wat onder Deel II van die Hoofdooreenkoms by die Raad geregistreer is.

(2) Hierdie Deel is nie van toepassing nie op enige werknemer wat op 29 Julie 1957 'n deelnemer in of lid was van of daarna 'n deelnemer in of lid geword het van enige fonds wat voorsiening maak vir voorsorg- en/of pensioenvoordele, wat op genoemde datum bestaan het en waarin die werkgewer van daardie werknemer op genoemde datum deelgeneem het, of op die werkgewer van daardie werknemer gedurende slegs dié tydperk wat sodanige fonds in werking bly en beide die werkgewer en die werknemer daarin deelneem: Met dien verstande dat 'n fonds wat uitsluitlik voorsiening maak vir die betaling van voordele by afsterwe, vir die toepassing van hierdie Deel nie geag word 'n pensioen- of voorsorgfonds te wees nie.

(3) Ondanks subklousule (2), is hierdie Deel op werkgewers en werknemers van toepassing ten opsigte van enige werknemer wat nie deur 'n fonds soos dié in genoemde subklousule bedoel, gedek word nie of nie meer daardeur gedek word nie.

2. WOORDOMSKRYWING

Vir die toepassing van hierdie Deel beteken—

"werknemer" 'n werknemer wat enigeen van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens R1,05 per uur in die Hoofdooreenkoms en omvat dit 'n vakleerling

irrespective of his wage rate and employees employed in operative processes and receiving a rate of pay not less than R1,65 per hour or paid at a rate of not less than R74,25 per week or R321,75 per month, excluding payment for overtime;

"Fund" means the Metal Industries Group Life and Provident Fund established on 28 August 1957;

"pensionable remuneration" means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including moneys payable in terms of any agreement or under any law but excluding amounts paid in respect of overtime, shift and other allowances and annual leave bonuses;

"shift" means that period of work ordinarily worked by an employee in any period of 24 hours.

3. MEMBERSHIP

Scheduled employees and unscheduled employees who contribute and for whom employers make contributions shall be members of the Fund.

For the purposes of this clause and of clause 4 of this Part—

"scheduled employee" means an employee as defined in clause 2 of this Part of this Agreement, and "unscheduled employee" means, subject to the proviso in clause 4 (3), any other employee in the employ of the employer.

4. CONTRIBUTIONS

(1) For the purpose of implementing the objects as set forth in the constitution of the Fund, the Council hereby authorises the collection of contributions in accordance with the procedure detailed hereunder.

(2) The employer shall each week deduct from the earnings of each of his employees an amount equal to 5 per cent of the pensionable remuneration of such employee.

(3) Contributions calculated in accordance with the provisions of subclause (2) may at the discretion of the employer be deducted from the earnings of unscheduled employees at their written request: Provided that such employees are receiving a wage of not less than R1,05 per hour or remuneration which, excluding overtime, is the equivalent of not less than R1,05 per hour.

(4) To the amounts deducted in terms of subclauses (2) and (3) the employer shall add an equal amount and shall forward the total amount payable in each month in terms of this clause to the Secretary of the Council, P.O. Box 722, Durban, 4000, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

(5) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, injury on duty and on military service where no payment is due to the employee by the employer in terms of any agreement or under any law.

(6) All contributions received by the Council shall be paid to the Fund at the end of each month.

(7) Should any amount due in terms of this clause 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 Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

PART IIB

METAL INDUSTRIES GROUP PENSION FUND

1. SCOPE OF APPLICATION

(1) Except as otherwise provided for in this clause, this Part shall apply to and be observed by all employers and employees in respect of establishments or parts thereof which are registered by the Council under Part II of the Main Agreement.

(2) This Part shall not apply to—

(a) employees whilst they are participating in the Metal Industries Group Life and Provident Fund;

(b) any employee who on the date of coming into operation of this Agreement, was, or thereafter becomes a participant in and member of any fund providing provident and/or

ongear sy loonskaal en werknemers wat in diens is in ambags-werkprosesse en 'n loon ontvang van minstens R1,65 per uur of besoldig word teen minstens R74,25 per week of R321,75 per maand, uitgesonderd besoldiging vir oortydwerk;

"Fonds" die Groepslewe- en Voorsorgfonds van die Metaal-nywerheid wat op 28 Augustus 1957 ingestel is;

"pensioengewende besoldiging" die werklike loon wat elke week deur die werkgever aan die werknemer betaalbaar is ten opsigte van die gewone ure wat sodanige werknemer gedurende sodanige week in die skofte van die betrokke bedryfsinrigting gewerk het, met inbegrip van geld betaalbaar ingevolge enige ooreenkomst of kragtens enige wet maar uitgesonderd bedrae betaal ten opsigte van oortydwerk, skof- en ander toelaes en jaarlikse verlofbonusse;

"skof" daardie werktydperk wat gewoonlik deur 'n werknemer in enige tydperk van 24 uur gewerk word.

3. LIDMAATSKAP

Gelyste werknemers en nie-gelyste werknemers wat bydraes betaal en ten opsigte van wie die werkgevers bydraes betaal, is lede van die Fonds.

Vir die toepassing van hierdie klousule en van klousule 4 van hierdie Deel beteken—

"gelyste werknemer" 'n werknemer soos omskryf in klousule 2 van hierdie Deel en beteken "nie-gelyste werknemer", behoudens die voorbehoudsbepaling vervat in klousule 4 (3), enige ander werknemer in die diens van die werkgever.

4. BYDRAES

(1) Ten einde die doelstellings van die Fonds, soos in die konstitusie daarvan uiteengesit, te verwesenlik, magtig die Raad hierby die invordering van bydraes ooreenkomstig die prosedure wat hierna voorgeskryf word.

(2) Die werkgever moet elke week van die verdienste van elkeen van sy werknemers 'n bedrag gelyk aan 5 persent van die pensioengewende besoldiging van sodanige werknemer aftrek.

(3) Bydraes wat ooreenkomstig subklousule (2) bereken is, kan na goedvinde van die werkgever afgetrek word van die verdienste van nie-gelyste werknemers op skriftelike versoek van sodanige werknemers: Met dien verstande dat sodanige werknemers 'n loon van minstens R1,05 per uur ontvang of besoldiging wat, uitgesonderd oortydbesoldiging, gelyk is aan minstens R1,05 per uur.

(4) By die bedrae wat ooreenkomstig subklousules (2) en (3) afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, voor of op die 15de dag van die maand wat onmiddellik daarop volg, aan die Sekretaris van die Raad, Posbus 722, Durban, 4000, stuur tesame met 'n staat in dié vorm wat die Raad van tyd tot tyd mag voorskryf.

(5) Geen aftrekkings moet gemaak of bydraes betaal word ten opsigte van tydperke van afwesigheid met verlof sonder besoldiging, en afwesigheid weens siekte, besering op diens en militêre diens waar geen betaling ingevolge enige ooreenkomst of kragtens enige wet deur die werkgever aan die werknemer verskuldig is nie.

(6) Alle bydraes wat deur die Raad ontvang word, moet aan die einde van elke maand aan die Fonds betaal word.

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

DEEL IIB

GROEPPENSIOENFONDS VIR DIE METAAL- NYWERHEID

1. TOEPASSINGSBESTEK

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Deel van toepassing op en moet dit nagekom word deur alle werkgevers en werknemers ten opsigte van bedryfsinrigtings of gedeeltes daarvan wat onder Deel II van die Hoof-ooreenkomst by die Raad geregistreer is.

(2) Hierdie Deel is nie van toepassing nie op—

(a) werknemers terwyl hulle deelneem in die Groepslewe- en Voorsorgfonds van die Metaalnywerheid;

(b) 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkomst 'n deelnemer in en lid was of daarna 'n deelnemer of lid geword het van enige fonds wat

pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for purposes of this Part: Provided further that the guiding principle in determining the exclusion of any fund shall be that benefits payable shall in the opinion of the Council be not inequitable.

2. DEFINITIONS

For the purposes of this Part—

"employee" means an employee, other than an apprentice, whose minimum rate of pay is specified in Part II of the Main Agreement;

"Fund" means the Metal Industries Group Pension Fund established on 15 February 1966;

"pensionable remuneration" means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including moneys payable in terms of any agreement or under any law but excluding amounts paid in respect of overtime, shifts and other allowances and annual leave bonuses.

3. MEMBERSHIP

Employees under the age of 65 years who contribute and for whom employers make contributions, shall be members of the Fund.

4. CONTRIBUTIONS

(1) For the purpose of implementing the objects as set forth in the Constitution of the Fund, the Council hereby authorises the collection of contributions in accordance with the procedure detailed hereunder.

(2) The employer shall each week deduct from the pensionable remuneration of each of his employees an amount equal to 5 per cent of the pensionable remuneration of such employees.

(3) Contributions calculated in accordance with the provisions of subclause (2) may at the discretion of the employer be deducted from the earnings of other employees at their written request, provided such employees are not participating in the Metal Industries Group Life and Provident Fund.

(4) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, injury on duty and on military service where no payment is due to the employee by the employer in terms of an Agreement or under any law.

(5) To the amounts deducted in terms of subclauses (2) and (3) the employer shall add an equal amount and shall forward the total amount payable in each month in terms of this clause to the Secretary of the Council, P.O. Box 722, Durban, 4000, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

(6) All contributions received by the Council shall be paid to the Fund, at the end of each month.

(7) Should any amount due in terms of this clause 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 Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

For the purposes of this clause—

"shift" means that period of work ordinarily worked by an employee in any period of 24 hours.

PART III

ELECTRICAL INDUSTRY PENSION FUND AND SUPPLEMENTARY SCHEME

1. SCOPE OF APPLICATION

(1) This Part shall apply to and be observed by all employers and employees in respect of establishments or parts thereof which are registered by the Council under Part III of the Main Agreement.

voorsiening maak vir voorsorg- en/of pensioenvoordele, wat op genoemde datum bestaan het (en waarin die werkgewer van daardie werknemer op genoemde datum deelgeneem het), of op die werkgewer van daardie werknemer net gedurende die tydperk wat sodanige fonds in werking bly en beide die werkgewer en die werknemer daarin deelneem: Met dien verstande dat 'n fonds wat uitsluitlik voorsiening maak vir die betaling van bystand by afsterwe, vir die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie: Voorts met dien verstande dat die beginsel wat as leidraad moet dien wanneer daar besluit word of 'n fonds uitgesluit moet word, is dat die bystand wat betaalbaar is, na die mening van die Raad nie onbillik mak wees nie.

2. WOORDOMSKRYWING

Vir die toepassing van hierdie Deel beteken—

"werknemer" 'n werknemer, uitgesonderd 'n vakleerling, wie se minimum loon gelys staan in Deel II van die Hoofdooreenkoms;

"Fonds" die Groeps pensioenfonds van die Metaalnywerheid wat op 15 Februarie 1966 ingestel is;

"pensioengewende besoldiging" die werklike loon wat elke week deur 'n werkgewer aan sy werknemer betaalbaar is ten opsigte van die gewone ure wat sodanige werknemer gedurende sodanige week in die skofte van die betrokke bedryfsinrigting gewerk het, met inbegrip van geld wat ingevolge enige ooreenkoms of wet betaalbaar is, maar uitgesonderd bedrae wat ten opsigte van oortydwerk, skofwerk, ander toelaes en jaarlikse verlofbonusse betaal word.

3. LIDMAATSKAP

Werknemers onder die ouderdom van 65 jaar wat bydra en vir wie werkgewers bydraes maak, is lede van die Fonds.

4. BYDRAES

(1) Ten einde die doelstellings van die Fonds, soos in die konstitusie daarvan uiteengesit, te verwesenlik, magtig die Raad hierby die invordering van bydraes ooreenkomstig die procedure wat hierna voorgeskryf word.

(2) Die werkgewer moet elke week 'n bedrag gelyk aan 5 persent van die pensioengewende besoldiging van elk van sy werknemers aftrek.

(3) Bydraes bereken ooreenkomstig subklousule (2) kan na goedvinde van die werkgewer van die verdienstes van ander werknemers op hul skriftelike versoek afgetrek word, mits sodanige werknemers nie deelneem in die Groepslewe- en Voorsorgfonds van die Metaalnywerheid nie.

(4) Geen aftrekkings mag gedoen of bydraes betaal word vir tydperke van afwesigheid met verlof sonder besoldiging en afwesigheid weens siekte, besering op diens en tydens militêre diens waar geen betaling kragtens 'n ooreenkoms of enige wet deur die werkgewer aan die werknemer verskuldig is nie.

(5) Die werkgewer moet 'n bedrag gelyk aan die bedrae wat ingevolge subklousules (2) en (3) afgetrek is daartoe byvoeg en die totale bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, voor of op die 15de dag van die maand wat onmiddellik daarop volg aan die Sekretaris van die Raad, Posbus 722, Durban, 4000, stuur, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf.

(6) Alle bydraes wat deur die Raad ontvang word, moet aan die einde van elke maand aan die Fonds betaal word.

(7) Indien enige bedrag wat ingevolge hierdie klousule verskuldig is, teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, nog nie deur die Raad ontvang is nie, moet die werkgewer rente betaal op sodanige bedrag, of sodanige kleiner bedrag as wat onbetaald bly, bereken teen een persent per maand of deel daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad na eie volstrekte goedvinde die reg het om betaling van sodanige rente of 'n deel daarvan kwyt te skeld.

Vir die toepassing van hierdie klousule beteken—

"skof" daardie werktydperk wat gewoonlik deur 'n werknemer in enige tydperk van 24 uur gewerk word.

DEEL III

PENSIOENFONDS EN AANVULLENDE SKEMA VIR DIE ELEKTROTEGNIËSE NYWERHEID

1. TOEPASSINGSBESTEK

(1) Hierdie Deel is van toepassing op en moet nagekom word deur alle werkgewers en werknemers ten opsigte van bedryfsinrigtings of gedeeltes daarvan wat onder Deel III van die Hoofdooreenkoms by die Raad geregistreer is.

(2) Notwithstanding the provisions of subclause (1), this Part shall not apply to any employee who on the date of coming into operation of this Agreement was or thereafter becomes a participant in and member of any fund providing pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein:

Provided that the Metal Industries Group Life and Provident Fund or a fund which provides solely for payment on death of benefits shall not be deemed to be a pension fund for purposes of this Part.

2. PENSION FUNDS

(1) (a) There is hereby established a pension fund to be known as the "Electrical Industry Natal Pension Fund" (hereinafter referred to as the "Pension Fund").

(b) There is hereby established a further pension fund to be known as the "Electrical Industry Natal Pension Fund—Supplementary Scheme" (hereinafter referred to as the "Supplementary Scheme").

(2) The Pension Fund and the Supplementary Scheme shall consist of—

(a) moneys accruing from contributions prescribed in clause 4 of this Part; and

(b) any other sum to which the Pension Fund and the Supplementary Scheme may be or may become entitled.

(3) The objects of the Pension Fund and the Supplementary Scheme shall be to provide members with death and retirement benefits by the Council's securing the best conditions possible.

3. MEMBERSHIP

(1) Membership of the Pension Fund shall be compulsory for all registered wiremen, specialist artisans, artisans, Rates D and DDD employees, electrical conduit installers, drivers and apprentices on the commencement of their fourth year of apprenticeship.

(2) Membership of the Supplementary Scheme shall be compulsory for all labourers, watchmen and learner electrical conduit installers after 13 weeks in the Industry.

4. CONTRIBUTIONS

(1) In January and July each year, the Council shall determine and advise every employer of the weekly amount payable to the Pension Fund in respect of registered wiremen, specialist artisans, artisans, Rates D and DDD employees, electrical conduit installers and drivers, which amount shall be 10 per cent of the prescribed wage payable in terms of the Main Agreement, taken to the next higher 10c.

(2) Every employer shall pay the amount determined in terms of subclause (1) to the Council in respect of such employees: Provided that the employer may deduct 40 per cent of the amount payable from the remuneration of such employees.

(3) In respect of each labourer, watchman or learner electrical conduit installer in his employ, every employer shall pay an amount of 45c per week to the Council where such labourer, watchman or learner electrical conduit installer has worked three working days or more during any pay-week.

(4) The amount payable each month in terms of this clause shall be forwarded to the Secretary of the Council, P.O. Box 722, Durban, 4000, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

5. BENEFITS

(1) Benefits payable to a member of the Pension Fund and the Supplementary Scheme shall be as prescribed in the rules of the Funds for which provision is made in clause 6.

(2) Benefits accruing under the Pension Fund and the Supplementary Scheme shall not be transferable and may not be ceded or pledged: Provided that any member may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

(2) Ondanks subklousule (1), is hierdie Deel nie van toepassing nie op 'n werknemer wat op die datum van inwerking-treding van hierdie Ooreenkoms 'n deelnemer in en lid was of daarna geword het van enige fonds wat voorsiening maak vir pensioenvoordele en wat op genoemde datum bestaan het (en waarin die werkgever van daardie werknemer op genoemde datum 'n deelnemer was), of op die werkgever van daardie werknemer net gedurende sodanige tydperk as wat sodanige fonds in werking bly en beide die werkgever en werknemer daarin deelneem:

Met dien verstande dat die Groepslewe- en Voorsorgfonds van die Metaalnywerheid of 'n fonds wat uitsluitlik voorsiening maak vir die betaling van bystand by afsterwe, vir die toepassing van hierdie Deel nie geag word 'n pensioenfonds te wees nie.

2. PENSIOENFONDSE

(1) (a) 'n Pensioenfonds bekend as die "Pensioenfonds vir die Elektrotegniese Nywerheid, Natal" (hierna die "Pensioenfonds" genoem) word hierby ingestel.

(b) Hierby word nog 'n pensioenfonds ingestel wat bekend sal staan as die "Pensioenfonds vir die Elektrotegniese Nywerheid, Natal—Aanvullende Skema" (hierna die "Aanvullende Skema" genoem).

(2) Die Pensioenfonds en die Aanvullende Skema bestaan uit—

(a) geld wat oploopt uit bydraes in klousule 4 van hierdie Deel voorgeskryf; en

(b) enige ander som waarop die Pensioenfonds en die Aanvullende Skema geregtig mag wees of word.

(3) Die oogmerke met die Pensioenfonds en die Aanvullende Skema is om sterfte- en aftreebystand vir lede te verskaf nadat die Raad eers die beste voorwaardes moontlik verkry het.

3. LIDMAATSKAP

(1) Lidmaatskap van die Pensioenfonds is verpligtend vir alle geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, Loon-D- en Loon-DDD-werknemers, installeerders van elektriese leipype, drywers en vakleerlinge by die aanvang van hul vierde jaar van vakleerlingskap.

(2) Lidmaatskap van die Aanvullende Skema is verpligtend vir alle arbeiders, wagte en leerlinginstalleerders van elektriese leipype na 13 weke in die Nywerheid.

4. BYDRAES

(1) In Januarie en Julie elke jaar moet die Raad die weeklikse bedrag bepaal wat aan die Pensioenfonds betaalbaar is ten opsigte van geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, Loon D- en Loon DDD-werknemers, installeerders van elektriese leipype en drywers, en elke werkgever daarvan verwittig. Die bedrag moet 10 persent van die voorgeskrewe loon wees wat kragtens die Hoof-ooreenkoms betaalbaar is, bereken tot die naaste 10c daarna.

(2) Elke werkgever moet die bedrag wat kragtens subklousule (1) bepaal is aan die Raad ten opsigte van sodanige werknemers betaal: Met dien verstande dat die werkgever 40 persent van die bedrag wat betaalbaar is van die besoldiging van sodanige werknemers mag aftrek.

(3) Ten opsigte van elke arbeider, wag of leerlinginstalleerder van elektriese leipype in sy diens moet elke werkgever 'n bedrag van 45c per week aan die Raad betaal wanneer sodanige arbeider, wag of leerlinginstalleerder van elektriese leipype drie werkdag of meer gedurende 'n loonweek gewerk het.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, aan die Sekretaris van die Raad, Posbus 722, Durban, 4000, gestuur word tesame met 'n staat in dié vorm wat die Raad van tyd tot tyd voorskryf.

5. BYSTAND

(1) Bystand betaalbaar aan 'n lid van die Pensioenfonds en die Aanvullende Skema is soos voorgeskryf in die reëls van die Fondse waarvoor daar in klousule 6 voorsiening gemaak is.

(2) Bystand wat kragtens die Pensioenfonds en die Aanvullende Skema oploopt, is nie oordraagbaar nie en mag nie gesedeer of verpand word nie: Met dien verstande dat 'n lid nogtans 'n bevooroordeelde mag benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy aftrede te sterwe kom.

6. ADMINISTRATION

The Pension Fund and the Supplementary Scheme shall be administered in accordance with rules approved by the Council. Such rules shall not be inconsistent with this Agreement or the provisions of the Act and a copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

Signed at Durban, as authorised, for and on behalf of the parties this 30th day of May 1978.

B. NICHOLSON, Chairman of the Council.

J. BRYCE, Member of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 2044

13 October 1978

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 423 of 25 March 1977, R. 2157 of 21 October 1977 and R. 192 of 3 February 1978 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

6. ADMINISTRASIE

Die Pensioenfonds en die Aanvullende Skema moet geadministreer word ooreenkomstig die reëls wat deur die Raad goedgekeur is. Sodanige reëls mag nie strydig met hierdie Ooreenkoms of die Wet wees nie en 'n eksemplaar van die reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

Soos gemagtig, namens die partye op hede die 30ste dag van Mei 1978 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

J. BRYCE, Lid van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 2044

13 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID, NATAL. — INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 423 van 25 Maart 1977, R. 2157 van 21 Oktober 1977 en R. 192 van 3 Februarie 1978 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

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