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ALGEMENE KENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 9

2 Januarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).—
SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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 29 Februarie 1984 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangaan 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 (1), 1 (2) (b) en (d), 2 en 9 van Deel I en Deel II, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Februarie 1984 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 1 (1) (a) en (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 klousule 1 (1), 1 (2) (a) en (c), 2 en 9 van Deel I en Deel II, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Februarie 1984 eindig, in die gebiede gespesifiseer in klousule 1 (1) (a) en (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

442—A

GENERAL NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 9

2 January 1981

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—SICK PAY
FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement 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 29 February 1984, 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 (1), 1 (2) (b) and (d), 2 and 9 of Part I and Part II, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 29 February 1984, 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 1 (1) (a) and (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 1 (1) (a) and (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 29 February 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 1 (2) (a) and (c), 2 and 9 of Part I and Part II, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employment.

S. P. BOTHA, Minister of Manpower Utilisation.

7360—1

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL)

SIEKTEBYSTANDSFONDS

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangaan 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)
en die

Electronics and Telecommunications Industries Association
(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 Nywerheidsraad vir die Elektrotegniese Nywerheid
(Natal).

DEEL I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms is van toepassing op en moet in die Elektrotegniese Nywerheid nagekom word deur alle werkgewers wat lede van die werkgewersorganisasies is en deur hul werknemers wat lede van die vakverenigings is en wat betrokke is by of in diens is in—

(a) die landdrosdistrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbula, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd enige gedeeltes van hierdie landdrosdistrikte wat ingevolge Proklamasie R. 11, 1977 wat in die *Staatskoerant* van 28 Januarie 1977 verskyn het, binne die selfregerende grondgebied van KwaZulu val, in die werksaamhede uiteengesit in paragrafe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3.

(b) die provinsie Natal by die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3.

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

(a) werknemers in diens van die werkgewers in subklousule (1) aangedui wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is lede van so 'n vakvereniging kan word, nie lede van so 'n vakvereniging is nie;

(b) persone wat vir die toepassing van die Wet nie werknemers is nie wat in diens is van die werkgewers in subklousule (1) aangedui wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is lede van so 'n vakvereniging kan word, nie lede van so 'n vakvereniging is nie;

(c) werknemers uitgesonderd dié in diens van werkgewers in subklousule (1) aangedui;

(d) persone wat vir die toepassing van die Wet nie werknemers is nie, uitgesonderd dié in diens van werkgewers in subklousule (1) aangedui.

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag tot 29 Februarie 1984 of vir die tydperk wat die Minister bepaal.

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 'n minderjarige in wat ingevolge genoemde Wet op proef in diens is;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

SICK PAY FUND

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)
and the

Electronics and Telecommunications Industries Association
(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

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall apply to and be observed in the Electrical Industry by all employers who are members of the employers' organisations and by their employees who are members of the trade unions respectively and who are engaged or employed in—

(a) the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbula, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of these Magisterial Districts falling within the selfgoverning territory of KwaZulu in terms of Proclamation R. 11, 1977 which appeared in the *Government Gazette* of 28 January 1977, in the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3;

(b) the Province of Natal, in the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—

(a) employees employed by the employers referred to in subclause (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this agreement to become members of such a trade union, are not members of such a trade union;

(b) persons who are not employees for the purposes of the Act who are employed by the employers referred to in subclause (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union;

(c) employees other than those employed by employers referred to in subclause (1);

(d) persons who are not employees for the purposes of the Act other than those employed by the employers referred to in subclause (1).

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for the period ending 29 February 1984 or for such period as may be determined by him.

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;

"bydrae" die bedrae wat ingevolge klousule 2 (1) van Deel II en klousule 2 (1) van Deel III betaalbaar is;

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

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

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

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

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

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

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

(i) elektriese kables en bgrondse lyne;

(ii) genarators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van rels, kontakters, 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, seinuitrusting en ander uitrusting waarby gebruik gemaak word van 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, installering, herstel en onderhoud" nie die volgende nie:

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

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

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

(ad) die vervaardiging, herstel en versiening van tikmasjien- en kantoor-toestelle;

(ae) die vervaardiging en/of montering en/of installering 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, installering, herstel en onderhoud" in die landdrosdistrikte Durban en Pinetown nie die volgende omvat nie:

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

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

(ac) die bedrading van of installering 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 onderdele daarvan;

(ae) die installering 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 battery of onderdeel;

(af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtype of onderdele daarvan wanneer die werk verrig word deur die vervaardiger van die battery of onderdeel ooreenkomstig die vervaardiger se waarborg;

"contribution" means the amounts payable in terms of clause 2 (1) of Part II and clause 2 (1) of Part III;

"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 for all 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;

(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 structures 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, convertors, 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;

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

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

(ai) die bemarking van toestelle, uitrusting, masjiene, ontwerpe en apparaat, ongeag of dit met die hand werk of volgens fotografeë, meganiese, elektrotegniese, elektrostatische of elektroniese beginsels of 'n 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 dergelike 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" die Uitvoerende Komitee van die Raad wat ooreenkomstig sy konstitusie aangestel is;

"Nywerheids-ooreenkoms" 'n loonooreenkoms wat in die Nywerheid van krag is, asook alle latere ooreenkomste en/of enige verlengings of wysigings daarvan;

"Hofooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewings R. 2071 en R. 2073 van 21 September 1979 of enige daaropvolgende ooreenkoms, asook alle wysigings of verlengings daarvan;

"loongroep", in die geval van 'n werknemer wie se klas werk in die Hofooreenkoms gelys is, die werklike weekloon vir dié klas werk, uitgesonderd besoldiging vir oortydwerk of alle ander besoldiging deur sodanige werknemer ontvang, en in die geval van werknemers wie se loon nie in die Hofooreenkoms gespesifiseer word nie, die werklike loon van die werknemer, uitgesonderd betaling vir oortydwerk of alle ander besoldiging.

4. VOORTSETTING VAN SIEKTEBYSTANDSFONDS

(1) Die Siektebystandsfonds van die Elektrotegniese Nywerheid (Natal), oorspronklik gestig kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing 2533 van 23 Desember 1955 (hierna die "Siektebystandsfonds" of die "Fonds" genoem), word hierby voortgesit.

Die Fonds bestaan uit twee Skemas—Skema A en Skema B.

(2) Skema A bestaan uit—

(a) alle geld en bates in die krediet van die Skema op die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) alle bydraes wat werkgewers en lede ooreenkomstig klousule 2 van Deel II van hierdie Ooreenkoms in Skema A inbetaal;

(c) alle rente verkry uit beleggings van geld van die Skema; en

(d) alle ander geld waarop die Skema geregtig word.

(3) Skema B bestaan uit—

(a) alle bydraes wat werkgewers en lede ooreenkomstig klousule 2 van Deel III van hierdie Ooreenkoms in Skema B inbetaal;

(b) alle rente verkry uit beleggings van geld van die Skema; en

(c) alle ander geld waarop die Skema geregtig word.

5. OOGMERKE

Die oogmerke van die Fonds is om bystand te verskaf soos in Deel II en Deel III 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 watter rede ook al nie in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee sodanige pligte uitvoer en sy funksies en bevoegdhede uitoefen.

(2) Die Bestuurskomitee besit die bevoegdheid om reëls betreffende die administrasie van die Fonds op te stel en te wysig en om sodanige subkomitee(s) as wat hy goed ag, aan te stel om te help met die administrasie van die Fonds.

Kopieë van die reëls en van alle wysigings daarvan, wat nie met hierdie Ooreenkoms of met enige wet onbestaanbaar mag wees nie, moet by die Direkteur-generaal, Departement van Mannekragbenutting, ingedien word.

7. FINANSIËLE BEHEER

(1) Die Bestuurskomitee moet toesien dat volledige en ware rekenings van die Fonds gehou word met afsonderlike rekenings vir Skema A en Skema B.

(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);

(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;

"Industrial Agreement" means any wage agreement operative in the Industry, including any succeeding agreements and/or any extensions and/or amendments thereof;

"Main Agreement" means the Agreements published under Government Notices R. 2071 and R. 2073 of 21 September 1979 or any succeeding agreement and includes any amendment or extension thereof;

"wage group" means in the case of an employee whose class of work is scheduled in the Main Agreement the actual weekly wage for the class of work excluding payment for overtime or any other remuneration received by such employee, and in the case of employees whose wages are not specified in the Main Agreement means the actual wage of the employee, excluding payment for overtime or any other remuneration.

4. CONTINUATION OF SICK PAY FUND

(1) The Electrical Industry (Natal) Sick Pay Fund originally established in terms of the Agreement published under Government Notice 2533 of 23 December 1955 (hereinafter referred to as the "Sick Pay Fund" or the "Fund") is hereby continued.

The Fund shall be comprised of two Schemes—Scheme A and Scheme B.

(2) Scheme A shall consist of—

(a) all moneys and assets standing to the credit of the Scheme as at the date of coming into operation of this Agreement;

(b) all contributions paid by employers and members into Scheme A in accordance with clause 2 of Part II of this Agreement;

(c) all interest derived from investment of any moneys of the Scheme; and

(d) any other moneys to which the Scheme may become entitled.

(3) Scheme B shall consist of—

(a) all contributions paid by employers and members into Scheme B in accordance with clause 2 of Part III of this Agreement;

(b) all interest derived from investment of any moneys of the Scheme; and

(c) any other moneys to which the Scheme may become entitled.

5. OBJECTS

The objects of the Fund shall be to provide benefits as prescribed in Part II and Part III 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) The Management Committee shall have the power to make and alter rules governing the administration of the Fund and to appoint such sub-committee(s) as it may deem fit to assist in 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 Director-General, Department of Manpower Utilisation.

7. FINANCIAL CONTROL

(1) The Management Committee shall cause full and true accounts of the Fund to be kept with separate accounts for Scheme A and Scheme B.

(2) Die betaling van bystand ingevolge Skema A moet opgeskort word wanneer die bedrag wat in die krediet van dié Skema staan tot minder as R30 000 daal, en uitbetalings mag nie hervat word voordat die bedrag wat in die krediet van dié Skema staan R50 000 beloop nie: Met dien verstande dat, wanneer die betaling van bystand hervat word, eise wat gedurende sodanige opskortingstydperk ingedien is, deur dié Skema betaal moet word in die volgorde waarin hulle ontvang is.

(3) Die betaling van bystand ingevolge Skema B moet opgeskort word wanneer die bedrag wat in die krediet van dié Skema staan tot minder as R3 000 daal, en uitbetalings mag nie hervat word voordat die bedrag wat in die krediet van dié Skema staan R5 000 beloop nie: Met dien verstande dat, wanneer die betaling van bystand hervat word, eise wat gedurende sodanige opskortingstydperk ingedien is, deur dié Skema betaal moet word in die volgorde waarin hulle ontvang is.

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

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

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

(7) Alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word, moet teen die Fonds in rekening gebring word en moet aan Skema A of Skema B toegewys word op sodanige grondslag as wat die Bestuurskomitee bepaal.

(8) 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.

(9) '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.

(10) 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 opstel wat deur die ouditeur gesertifiseer moet word, en dit saam met 'n verslag van die ouditeur daaroor aan die Uitvoerende Komitee voorlê vir deursending aan die Raad.

(11) 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, mede-onderteken deur die Voorzitter 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 Direkteur-generaal, Departement van Mannekragbenutting, gestuur word.

8. LIKWIDASIE EN BEREDDERING

(1) By verval van die Ooreenkoms weens verloop van tyd of om 'n ander rede en tensy dit binne twee jaar hernieu of vervang word deur 'n ander ooreenkoms waarby die Fonds, of Skema A of Skema B daarvan, voortgesit word, of as die Raad nie die Fonds, of Skema A of Skema B daarvan, ooreenkomstig kousule 11 aan 'n ander fonds oordra wat vir dieselfde doel gestig is nie; moet daar trustees aangestel word om betalings uit die Fonds voort te sit soos ooreenkomstig Skema A en/of Skema B bepaal, asof die Ooreenkoms nog bestaan, d.w.s. om eise vir bystand, ooreenkomstig die verstrekte Ooreenkoms, alle krediteure, administrasie- en likwidasielaste uit te betaal tot tyd en wyl die geld in die krediet van Skema A en/of Skema B van die Fonds, na gelang van die geval, uitgeput 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.

(2) Indien daar te eniger tyd omstandighede ontstaan wat na die mening van die Bestuurskomitee dit wenslik of nodig maak dat die Fonds, of Skema A of Skema B, gelikwideer word, moet die Bestuurskomitee met die afsonderlike goedkeuring van 'n gewone meerderheid van die werkgeversorganisasies en 'n eenvoudige meerderheid van die vakverenigings gemagtig word om die Fonds, of Skema A of Skema B, na gelang van die geval, te likwideer, en in so 'n geval moet daar met die bates van Skema A en/of Skema B, na gelang van die geval, wat meer is as die laste van die betrokke skema, gehandel word op die wyse wat die Bestuurskomitee, met die afsonderlike goedkeuring van 'n gewone meerderheid van die werkgeversorganisasies en 'n eenvoudige meerderheid van die vakverenigings, 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 pleg 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 dié stappe te doen wat nodig is 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.

(2) Benefits under Scheme A shall be suspended whenever the amount standing to the credit of the Scheme falls below R30 000 and payments shall not recommence until the amount standing to the credit of that Scheme has reached the sum of R50 000: Provided that upon payment of benefits being resumed, claims made during such period of suspension shall be met from that Scheme in the order in which they were received.

(3) Benefits under Scheme B shall be suspended whenever the amount standing to the credit of the Scheme falls below R3 000 and payments shall not recommence until the amount standing to the credit of that Scheme has reached the sum of R5 000: Provided that upon payment of benefits being resumed, claims made during such period of suspension shall be met from that Scheme in the order in which they were received.

(4) 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.

(5) 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.

(6) 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, including National Defence Bonds, or in 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.

(7) All expenses incurred in connection with the administration of the Fund shall form a charge against the Fund and shall be allocated to Scheme A or Scheme B on such basis as the Management Committee may determine.

(8) 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.

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

(10) As soon as possible after 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.

(11) 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 Director-General, Department of Manpower Utilisation, within three months of the close of the period covered thereby.

8. LIQUIDATION AND WINDING UP

(1) Upon expiry of the Agreement by effluxion of time or any other reason and unless within two years it is renewed or replaced by another agreement perpetuating the Fund, or Scheme A or Scheme B thereof, or if the Fund, or Scheme A or Scheme B thereof, is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of clause 11, trustees shall be appointed to continue payments from the Fund as provided for under Scheme A and/or Scheme B as if the Agreement was still in existence, that is to say, to pay out claims for benefits, in terms of the expired Agreement, any creditors, administration costs and liquidation expenses until such time as the moneys standing to the credit of Scheme A and/or Scheme B of the Fund, as the case may be, are 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.

(2) If circumstances arise at any time which in the opinion of the Management Committee render the winding up of the Fund, or of Scheme A, or of Scheme B, desirable or necessary, the Management Committee shall, with the separate approval of a simple majority of the employers' organisations and a simple majority of the trade unions, be empowered to wind up the Fund, or Scheme A, or Scheme B, as the case may be, in which event the excess of assets over liabilities of Scheme A and/or Scheme B, as the case may be, shall be dealt with in such manner as the Management Committee, with the separate approval of a simple majority of the employers' organisations and a simple majority of the trade unions, may determine.

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 inquiries 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. VERTONING VAN OOREENKOMS

Elke werkgewer 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

(1) In enige ooreenkoms wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, as bindend verklaar en wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening gemaak word vir die voortsetting en administrasie van die Fonds en/of Skema A en/of Skema B daarvan.

(2) 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: Met dien verstande dat daar ooreenkomstig hierdie subklousule met Skema A en Skema B afsonderlik gehandel kan word.

(3) 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 gevul kan word uit die gelede van die werkgewers of die werknemers in die Elektrotegniese Nywerheid (Natal) ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die Komitee dien.

(4) 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 van Skema A of Skema B daarvan 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 sodanige trustee of trustees het vir hierdie doel die bevoegdhede van sodanige Komitee.

12. BYSTAND NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE

Die bystand waarvoor die Fonds voorsiening maak, is nie oordraagbaar nie, en alle bystand wat 'n werknemer uit die Fonds 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 siektebystand en/of spesiale siektebystand 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 mediese sertifikaat in die voorgeskryde vorm. Die koste van die mediese sertifikaat moet deur die betrokke werknemer gedra word: Met dien verstande egter dat die Bestuurskomitee 'n onafhanklike mediese ondersoek kan vereis waarvan die koste deur Skema A of Skema B van die Fonds, na gelang van die geval, gedra 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 mediese advies te handel nie; voorts word geen bedrag betaal ten opsigte van 'n tydperk van meer as drie dae voordat die werkgewer sy mediese praktisyn die eerste maal geraadpleeg het nie.

(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 goedgekeurde 'n ex gratia-betaling te doen ten opsigte van 'n eis wat ingevolge hierdie klousule 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—

(a) werknemers in diens neem om te help met die administrasie van die Fonds, hul besoldiging vaststel en hul pligte omskryf;

(b) bystand geheel en al of gedeeltelik weier aan 'n werknemer wat gehandel het op 'n wyse 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;

(c) uitgawes uit die Fonds goedkeur;

(d) stappe doen om die betaling van bydraes of van alle bedrae wat aan die Fonds verskuldig is, af te dwing;

(e) waar 'n werknemer na die mening van die Bestuurskomitee te veel bystand ontvang het, ondersoek laat instel en verdere bystand opskort vir dié tydperk wat hy bepaal.

10. EXHIBITION OF AGREEMENT

Every employer 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

(1) 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 continuation and administration of the Fund and/or Scheme A and/or Scheme B thereof.

(2) Should this Agreement expire by effluxion of time or for 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 clause 8 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created: Provided that Scheme A and Scheme B may be dealt with separately in terms thereof.

(3) 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 Electrical Industry (Natal) to ensure an equality of employer and employee representatives and alternates in the membership of the Committee.

(4) 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, or either Scheme A or Scheme B thereof, 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 against Scheme A or Scheme B of the Fund, as the case may be.

(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 shall payment be made for any prior period of more than three days before the employee first interviewed his medical practitioner.

(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 clause.

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—

(a) engage employees to assist in the administration of the Fund, fix their remuneration and define their duties;

(b) refuse any or all benefits to an employee who has 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;

(c) sanction expenditure from the Fund;

(d) take steps to enforce payment of contributions or any sums due to the Fund;

(e) 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. ALGEMENE BEPALINGS BETREFFENDE BYDRAES EN BYSTAND

(1) Vir die betaling van bydraes deur die werkgewer en 'n werknemer en/of betaling van siektebystand ingevolge hierdie Ooreenkoms, moet die loongroep van die werknemer soos volg bepaal word:

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

(2) Die bedrag elke maand betaalbaar ingevolge klousule 2 (2) van Deel II en klousule 2 (2) van Deel III moet voor of op die 15de dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 722, Durban, 4000, gestuur word.

(3) Indien 'n bedrag wat ingevolge klousule 2 (2) van Deel II en klousule 2 (2) van Deel III verskuldig is nog nie deur die Raad ontvang is teen die 15de dag van die maand waarvoor dit betaalbaar is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald bly, bereken teen een persent per maand of gedeelte 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 die bevoegdheid het om die betaling van sodanige rente of 'n gedeelte daarvan na goeddunke kwyt te skeld.

(4) (a) Siektebystand word ten opsigte van ongeskiktheid of afwesigheid van die werk weens siekte betaal ooreenkomstig paragraaf (c). 'n Week bestaan uit vyf agtereenvolgende werkdag in die geval van werknemers wat vyf dae per week werk en uit ses agtereenvolgende werkdag in die geval van werknemers wat ses dae per week werk. Siektebystand vir dae afwesigheid weens siekte wat minder as 'n volle week of weke is, word op 'n pro rata-grondslag betaal na gelang van die betrokke weeklikse bystand.

(b) Ondanks paragrawe (a) en (e) van hierdie subklousule, wanneer 'n werknemer van die werk afwesig is weens ongeskiktheid waarop die Ongevallewet, 1941, van toepassing is, is spesiale siektebystand tot 'n maksimum van drie dae vir elke tydperk van sodanige afwesigheid (bereken 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 1941), betaalbaar is;

(ii) die kwalifikasie vir spesiale siektebystand ingevolge hierdie subklousule dié is wat vir siekteverlof in die Hoofdooreenkoms voorgeskryf word;

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

(iv) die werknemer sodanige bewys moet lewer as wat die Fonds van tyd tot tyd vereis betreffende die tydperk waarvoor vergoeding nie kragtens die Ongevallewet betaal is nie ten opsigte van 'n 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) Siektebystand ten opsigte van ononderbroke afwesigheid van die werk weens ongeskiktheid of siekte is soos volg betaalbaar:

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

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

(iii) afwesigheid van die werk vir vier werkdag: Siektebystand is op 'n pro rata-grondslag vir slegs die derde en vierde dae van afwesigheid betaalbaar;

(iv) afwesigheid van die werk vir vyf werkdag waar daar ses dae per week gewerk word: Siektebystand is op 'n pro rata-grondslag vir slegs die derde, vierde en vyfde dag van afwesigheid betaalbaar;

(v) afwesigheid van die werk vir een werkweek of meer: Siektebystand is behoudens paragraaf (k) vir die volle tydperk van afwesigheid betaalbaar:

Met dien verstande dat waar 'n werknemer minstens 12 agtereenvolgende maande onmiddellik voor sy afwesigheid van die werk weens ongeskiktheid of siekte by dieselfde werkgewer in diens was en lid van die Fonds was, hy op siektebystand geregtig is vanaf die eerste dag van sodanige afwesigheid.

(d) Geen siektebystand is betaalbaar ten opsigte van openbare vakansiedae met besoldiging soos in die Ooreenkoms vir die Nywerheid gespesifiseer, of ten opsigte van 'n gedeelte van die vakansietydperk met besoldiging 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), is geen bystand betaalbaar vir siekte, ongeskiktheid of dood waarop die Ongevallewet, 1941, van toepassing is nie.

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

15. GENERAL PROVISIONS RELATING TO CONTRIBUTIONS AND BENEFITS

(1) For purposes of the payment of contributions by the employer and any employee and/or payment of sick pay benefits in terms 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.

(2) The amount payable each month in terms of clause 2 (2) of Part II and clause 2 (2) of Part III 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.

(3) Should any amount due in terms of clause 2 (2) of Part II and clause 2 (2) of Part III 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.

(4) (a) Sick pay benefits shall be paid for incapacity or absences from work on account of illness as provided for in paragraph (c).

A week shall constitute five consecutive working days for 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 not constituting a completed week or weeks shall be paid pro rata to the relevant weekly benefit.

(b) Notwithstanding the provisions of paragraphs (a) and (e) of this subclause, 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 subclause shall be as prescribed for sick leave in the Main Agreements;

(iii) no payment shall be made in respect of paid public holidays as specified in the Industrial Agreements or in respect of any part 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 the date of which the disablement commenced, the special sick pay benefit payable for that day shall be reduced pro rata.

(c) Sick pay benefits shall be payable for continuous absence from work due to incapacity or on account of illness as hereinafter provided:

(i) Absence from work of two working days or less: No sick pay benefits 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;

(iv) absence from work of five working days where a six-day working week is worked: Sick pay benefits shall be payable pro rata for the third, fourth and fifth days of absence only;

(v) absence from work of one working week or more: Sick pay benefits shall be payable for the full period of absence subject to paragraph (k): Provided that where an employee has been in the employ of the same employer and a member of the Fund for a period of not less than 12 consecutive months immediately prior to absence from work due to incapacity or on account of illness he shall be entitled to sick pay benefits from the first day of such absence.

(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 part 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 part of the shift which is to be regarded as a qualifying shift shall be paid for by the Fund.

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

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

- (g) Geen bystand is ten opsigte van die volgende betaalbaar nie:
- Alkoholisme of die gebruik van dwelmmiddels;
 - deelneme aan jag, wedrenne met voertuie op wiele of motorfietse, uitgesonderd dié gevalle waar motorfietse vir vervoer na en van die werknemer se werklike werk gebruik word;
 - 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;
 - dood of besering veroorsaak deur 'n militêre of usurpatormag, ongeag of daar oorlog verklaar is al dan nie, of weens opstootjies of burgerlike oproer.
- (h) Gedurende die tydperk waarin hulle aanspraak het op werkloosheidsbystand wat binne die bestek van die Werkloosheidsversekeringswet val, is geen bystand betaalbaar aan werknemers wat werkloos word nie.
- (i) Werknemers kom nie vir bystand in aanmerking voordat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is nie: Met dien verstande dat bydraes wat beëindig word 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 bystand in aanmerking nadat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is.
- (k) Geen bystand is ten opsigte van aaneenlopende tydperke van afwesigheid van meer as 30 weke betaalbaar voordat die werknemer 'n verdere 26 weke diens voltooi het nie, en vir die toepassing van hierdie klousule word afwesighede wat deur minder as 26 weke van mekaar geskei word, geag aaneenlopend te wees.

16. VOORBEHOUDSBEPALINGS

Ondanks andersluidende bepalings 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 kan hy deur middel van geldelike toelaes, lenings of andersins spesiale bystand aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd bepaal;
- kan die Bestuurskomitee vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy bepaal. Aansoek om vrystelling moet gerig word aan die Sekretaris van die Raad, Posbus 722, Durban, 4000;
- kan die Bestuurskomitee voorskotte doen aan werknemers wat beserings op diens opdoen in gevalle waar sodanige besering ingevolge die Ongevallewet, 1941, by die Ongevallekommissaris aangemeld moet word en die voorwaardes stel waarop voorskotte gedoen moet word en die wyse waarop terugbetalings moet geskied, al na die Komitee van tyd tot tyd besluit.

DEEL II

SKEMA A

1. LIDMAATSKAP

(1) Lidmaatskap van Skema A is verpligtend vir—

- alle werknemers wat in diens is in enigeen van die klasse werk wat teen 'n tarief van minstens R1,35 per uur in die Nywerheidsooreenkoms te gelys is;
 - vakleerlinge, afgesien van hul lone; en
 - alle werknemers wat in diens is in ambagswerkprosesse en 'n loon ontvang van minstens R2,07 per uur of wat 'n loon van minstens R93,15 per week of R403,65 per maand ontvang, uitgesonderd besoldiging vir oortydwerk.
- (2) 'n Werkgever kan, ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Nywerheidsooreenkoms vasgestel word nie, dog wat 'n loon ontvang van minstens R1,35 per uur of besoldig word teen minstens R60,75 per week of minstens R263,25 per maand, uitgesonderd enige besoldiging vir oortydwerk, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigeen van hulle) ooreenkomstig klousule 2 van hierdie Deel aan te neem, mits daar onderling in hier 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 Deel I op hulle van toepassing gemaak is.

2. BYDRAES

(1) Elke werkgever moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Deel van die 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
Oor R167	30
Oor R142 en tot R167	26
Oor R113 en tot R142	24
Oor R94 en tot R113	22
Oor R77 en tot R94	19
R77 en minder	14

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

- Alcoholism or the use of narcotics;
 - engaging in hunting, racing on wheels or motor-cycling other than motor-cycling to and from the employees' actual work;
 - 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;
 - death or 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 benefits 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.
- (i) Employees shall not be eligible for benefits until 13 consecutive weeks' contributions have been made to the Fund: Provided that 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 benefits.
- (k) No 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 the purposes of this clause absence separated from each other by less than 26 weeks shall be deemed to be continuous.

16. 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 Secretary of the Council, P.O. Box 722, Durban, 4000;
- 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.

PART II

SCHEME A

1. MEMBERSHIP

(1) Membership of Scheme A shall be compulsory for—

- all employees employed on any of the classes of work scheduled at a rate of not less than R1,35 per hour in the Industrial Agreements;
 - apprentices, irrespective of their wage rates; and
 - all employees employed in operative processes and receiving a rate of pay of not less than R2,07 per hour or paid at a rate of not less than R93,15 per week or R403,65 per month, excluding any payment for overtime.
- (2) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Industrial Agreements but who are receiving remuneration at a rate of not less than R1,35 per hour or paid at a rate of not less than R60,75 per week or R263,25 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 clause 2 of this Part. 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 clause 1 of Part I.

2. CONTRIBUTIONS

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

Wage group per week	Amount per week
Over R167	30
Over R142 and up to R167	26
Over R113 and up to R142	24
Over R94 and up to R113	22
Over R77 and up to R94	19
R77 and under	14

(2) By die bedrag aldus afgetrek, moet die werkgewer '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. BETALING VAN SIEKTEBYSTAND

Behoudens klousule 15 (4) van Deel I, is siektebystand soos volg aan lede betaalbaar:

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	Per week	Per week	Per week
	R	R	R
Oor R167	60	62	65
Oor R142 en tot R167	50	51	54
Oor R113 en tot R142	45	46	50
Oor R94 en tot R113	37	39	42
Oor R77 en tot R94	32	33	35
R77 en minder	26	28	30

Met dien verstande dat—

(i) waar 'n werknemer onmiddellik voor sy afwesigheid van die werk weens ongeskiktheid of siekte minstens 12 agtereenvolgende maande by dieselfde werkgewer in diens was en lid van die Fonds was, hy geregtig is op 'n aanvullende bystand van 50 persent van die voorgeskrewe siektebystand vir die toepaslike loongroep vir afwesigheid van hoogstens twee weke in elke siklus van 12 agtereenvolgende maande diens;

(ii) waar 'n werknemer onmiddellik voor sy afwesigheid van die werk weens ongeskiktheid of siekte minder as 12 agtereenvolgende maande maar minstens ses agtereenvolgende maande by dieselfde werkgewer in diens was en lid van die Fonds was, hy geregtig is op 'n aanvullende bystand eweredig aan die persentasie van die voorgeskrewe siektebystand in (i) hierbo voorgeskryf vir die toepaslike loongroep vir afwesigheid van hoogstens twee weke in die eerste 12 agtereenvolgende maande diens.

4. BEGRAFNISBYSTAND

Indien 'n lid wat geregtig is op bystand uit die Fonds te sterwe kom, is bystand van R380 by indiening van sodanige bewys van afsterwe van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskryf of vereis, behoudens klousule 15 (4) van Deel I, betaalbaar aan die langselewende gade of aan sodanige persoon as wat na die Bestuurskomitee se oordeel op die bystand geregtig is.

DEEL III

SKEMA B

1. LIDMAATSKAP

(1) Lidmaatskap van Skema B is verpligtend vir alle werknemers wat in diens is in enigen van die klasse werk wat in die Nywerheidsoreenkoms te gelys is en wat nie onder die bepalings van Deel II van hierdie Ooreenkoms val nie.

(2) 'n Werkgewer kan, ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Nywerheidsoreenkoms te vasgestel word nie en wat nie lede van Skema A is nie, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigen van hulle) ooreenkomstig klousule 2 van hierdie Deel aan te neem, mits daar onderling in dier voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgewer te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van Deel I op hulle van toepassing gemaak is.

2. BYDRAES

(1) Elke werkgewer moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Deel van die 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
	c
Oor R167	30
Oor R142 en tot R167	26
Oor R113 en tot R142	24
Oor R94 en tot R113	22
Oor R77 en tot R94	19
Oor R66 en tot R77	14
Oor R54 en tot R66	12
R54 en minder	10

(2) By die bedrag aldus afgetrek, moet die werkgewer '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.

(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. SICK PAY BENEFITS

Subject to the provisions of clause 15 (4) of Part I, sick pay benefits shall be payable to members as follows:

Actual wage group per week	Sick pay benefits		
	1st to 4th week	5th to 18th week	19th to 30th week
	Per week	Per week	Per week
	R	R	R
Over R167	60	62	65
Over R142 and up to R167 ..	50	51	54
Over R113 and up to R142 ..	45	46	50
Over R94 and up to R113 ...	37	39	42
Over R77 and up to R94	32	33	35
R77 and under	26	28	30

Provided that—

(i) where an employee has been in the employ of the same employer and a member of the Fund for a period of not less than 12 consecutive months immediately prior to absence from work due to incapacity or on account of illness he shall be entitled to receive a supplementary benefit of 50 per cent of the specified sick pay benefit for the applicable wage group for absence of up to a maximum of two weeks in each cycle of 12 consecutive months of employment;

(ii) where an employee has been in the employ of the same employer and a member of the Fund for a period of less than 12 consecutive months but not less than six consecutive months immediately prior to absence from work due to incapacity or on account of illness he shall be entitled to receive a supplementary benefit pro rata to the percentage prescribed in (i) above of the specified sick pay benefit for the applicable wage group for absences up to a maximum of two weeks in the first 12 consecutive months of employment.

4. FUNERAL BENEFIT

Subject to the provisions of clause 15 (4) of Part I, at death of a member entitled to benefit from the Fund, a funeral benefit of R380 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.

PART III

SCHEME B

1. MEMBERSHIP

(1) Membership of Scheme B shall be compulsory for all employees employed on any of the classes of work scheduled in the Industrial Agreements and who do not fall within the provisions of Part II of this Agreement.

(2) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Industrial Agreements and who are not members of Scheme A, 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 clause 2 of this Part. 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 clause 1 of Part I.

2. CONTRIBUTIONS

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

Wage group per week	Amount per week
	c
Over R167	30
Over R142 and up to R167	26
Over R113 and up to R142	24
Over R94 and up to R113	22
Over R77 and up to R94	19
Over R66 and up to R77	14
Over R54 and up to R66	12
R54 and under	10

(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. BETALING VAN SIEKTEBYSTAND

(1) Behoudens klousule 15 (4) van Deel I, is siektebystand soos volg aan lede betaalbaar:

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	Per week	Per week	Per week
Oor R167.....	R 60	R 62	R 65
Oor R142 en tot R167	50	51	54
Oor R113 en tot R142	45	46	50
Oor R94 en tot R113	37	39	42
Oor R77 en tot R94	32	33	35
Oor R66 en tot R77	26	28	30
Oor R54 en tot R66	18	19	20
R54 en minder	12	13	14

Met dien verstande dat—

(i) waar 'n werknemer onmiddellik voor sy afwesigheid van die werk weens ongeskiktheid of siekte minstens 12 agtereenvolgende maande by dieselfde werker in diens was en lid van die Fonds was, hy geregtig is op aanvullende bystand van 50 persent van die voorgeskrewe siektebystand vir die toepaslike loongroep vir afwesigheid van hoogstens twee weke in elke siklus van 12 agtereenvolgende maande diens;

(ii) waar 'n werknemer onmiddellik voor sy afwesigheid van die werk weens ongeskiktheid of siekte van minder as 12 agtereenvolgende maande maar minstens ses agtereenvolgende maande by dieselfde werkgewer in diens was en lid van die Fonds was, hy geregtig is op aanvullende bystand eweredig aan die persentasie van die voorgeskrewe siektebystand in (i) hierbo voorgeskryf vir die toepaslike loongroep vir afwesigheid van hoogstens twee weke in die eerste 12 agtereenvolgende maande diens.

(2) 'n Werkgewer kan, indien hy die verlov van die Bestuurskomitee vooraf verkry en op sodanige voorwaardes as wat die Bestuurskomitee bepaal, betalings regstreeks aan 'n werknemer doen in plaas van die betaling van siektebystand waarop sodanige werknemer ooreenkomstig hierdie Skema geregtig is. Indien 'n werkgewer enige sodanige betaling(s) ooreenkomstig hierdie subklousule aan 'n werknemer gedoen het, moet die Fonds hom vergoed vir die bedrag/bedrae aldus betaal wanneer die werkgewer aan die Fonds bewys lewer van sodanige betaling(s) aan die betrokke werknemer en die bedrag/bedrae waarmee die werkgewer aldus vergoed is, aftrek van die bedrag van die bystand wat ooreenkomstig hierdie Skema aan die werknemer betaalbaar is: Met dien verstande dat die bedrag/bedrae waarmee die werkgewer ooreenkomstig hierdie subklousule vergoed is, nie meer mag wees as die bystand waarop die werknemer vir die betrokke tydperk van afwesigheid ooreenkomstig hierdie Skema geregtig is nie.

4. BEGRAFNISBYSTAND

Indien 'n lid wat geregtig is op bystand uit die Fonds te sterwe kom, is, bystand by indiening van sodanige bewys van afsterwe van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskryf of vereis, behoudens klousule 15 (4) van Deel I, betaalbaar aan die langsewende gade of aan sodanige persoon as wat na die Bestuurskomitee se oordeel op die bystand geregtig is.

Die begrafnisbystand betaalbaar ingevolge hiervan is soos volg:

Werklike loongroep per week	Begrafnisbystand
	R
Oor R60	380
R60 en minder	230

Namens die partye op hede die 5de dag van Augustus 1980 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

P. DE BACKER, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 10

2 Januarie 1981

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

ELEKTROTEGNIËSE NYWERHEID (NATAL).—
VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, stel hierby, kragtens 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. 9 van 2 Januarie 1981, kragtens die Wet op

3. SICK PAY BENEFITS

(1) Subject to the provisions of clause 15 (4) of Part I, sick pay benefits shall be payable to members as follows:

Actual wage group per week	Sick pay benefits		
	1st to 4th week	5th to 18th week	19th to 30th week
	Per week	Per week	Per week
	R	R	R
Over R167	60	62	65
Over R142 and up to R167..	50	51	54
Over R113 and up to R142..	45	46	50
Over R94 and up to R113 ..	37	39	42
Over R77 and up to R94.....	32	33	35
Over R66 and up to R77.....	26	28	30
Over R54 and up to R66.....	18	19	20
R54 and under	12	13	14

Provided that—

(i) where an employee has been in the employ of the same employer and a member of the Fund for a period of not less than 12 consecutive months immediately prior to absence from work due to incapacity or on account of illness he shall be entitled to receive a supplementary benefit of 50% of the specified sick pay benefit for the applicable wage group for absence of up to a maximum of two weeks in each cycle of 12 consecutive months of employment;

(ii) where an employee has been in the employ of the same employer and a member of the Fund for a period of less than 12 consecutive months but not less than six consecutive months immediately prior to absence from work due to incapacity or on account of illness he shall be entitled to receive a supplementary benefit pro rata to the percentage prescribed in (i) above of the specified sick pay benefit for the applicable wage group for absences up to a maximum of two weeks in the first 12 consecutive months of employment.

(2) An employer may, with the prior permission of the Management Committee and on such conditions as the Management Committee may determine, make payments direct to an employee in lieu of sick pay benefits to which such employee is entitled in terms of this Scheme. Where any such payment/s has/have been made by an employer to an employee in terms of this subclause, the Fund shall reimburse the employer with the amount/s so paid on production of evidence to the Fund by the employer of such payment to the employee concerned and shall set off such amount/s reimbursed against the amount of benefit payable to the employee in terms of this Scheme: Provided that the amount/s reimbursed to an employer under this subclause shall not exceed the entitlement of the employee to benefits for the period of absence concerned in terms of this Scheme.

4. FUNERAL BENEFIT

Subject to the provisions of clause 15 (4) of Part I, at death of a member entitled to benefit from the Fund, a funeral benefit 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.

The funeral benefit payable in terms hereof shall be as follows:

Actual wage group per week	Funeral benefit
	R
Over R60	380
R60 and under	230

Signed on behalf of the parties at Durban this 5th day of August 1980.

B. NICHOLSON, Chairman of the Council.

P. DE BACKER, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 10

2 January 1981

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

ELECTRICAL INDUSTRY (NATAL).—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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. 9 of 2 January

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.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 11 2 Januarie 1981

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 327 van 23 Februarie 1979, R. 479 van 16 Maart 1979 en R. 1818 van 29 Augustus 1980, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekragbenutting.

1981, 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.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 11 2 January 1981

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 327 of 23 February 1979, R. 479 of 16 March 1979 and R. 1818 of 29 August 1980, with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Manpower Utilisation.

INHOUD

No.	Bladsy No.	Staats- koerant No.
Mannekragbenutting, Departement van		
<i>Goewermentskennisgewings</i>		
R. 9	Wet op Nywerheidsversoening (28/1956): Elektrotegniese Nywerheid, Natal: Siektebystandsfondsooreenkoms	1 7360
R. 10	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Elektrotegniese Nywerheid, Natal: Vrystelling van siekteverlofbepalings	10 7360
R. 11	Intrekking van Goewermentskennisgewings	11 7360

CONTENTS

No.	Page No.	Gazette No.
Manpower Utilisation, Department of		
<i>Government Notices</i>		
R. 9	Industrial Conciliation Act (28/1956): Electrical Industry, Natal: Sick Pay Fund Agreement	1 7360
R. 10	Factories, Machinery and Building Work Act (22/1941): Electrical Industry, Natal: Exemption from sick leave provisions	10 7360
R. 11	Cancellation of Government Notices	11 7360

