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UNIE VAN SUID-AFRIKA

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All Proclamations, Government and General Notices published for the first time, are indicated by a \* in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n \* gemerk.

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 2531.] [23 December 1955.  
INDUSTRIAL CONCILIATION ACT, 1937.

#### ELECTRICAL INDUSTRY (NATAL).

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding from the first Monday after the date of publication of this notice and for the period ending six months from the said first Monday, upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clause 5, shall be binding from the first Monday after the date of publication of this notice and for the period ending six months from the said first Monday, upon the other employers and employees engaged or employed in the said Industry in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu and from the first Monday after the date of publication of this notice and for the period ending six months from the said first Monday, the provisions contained in the said Agreement, excluding clauses 4 and 5, shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

J. DE KLERK,  
Minister of Labour.

## GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 2531.] [23 Desember 1955.  
NYWERHEID-VERSOENINGSWET, 1937.

#### ELEKTROTEGNIESE NYWERHEID (NATAL).

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Elektrotegniese Nywerheid betrekking het van die eerste Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat ses maande van genoemde eerste Maandag af eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousule 5, van die eerste Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat ses maande van genoemde eerste Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 4 en 5, van die eerste Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat ses maande van genoemde eerste Maandag af eindig, in die provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,  
Minister van Arbeid.

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL  
INDUSTRY (NATAL).

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, made and entered into by and between the

Electrical Engineering and Allied Industries Association,  
and the

Radio, Refrigeration and Electrical Appliances Association of  
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).

## 1. SCOPE OF APPLICATION OF AGREEMENT.

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

(a) the operations set forth in paragraphs (a), (b) and (c) of the definition of Electrical Industry in clause 3 of Part I of the Agreement published under Government Notice No. 1558 of the 17th July, 1953, in the municipal areas of Durban and Pietermaritzburg; and

(b) the operations set forth in paragraph (d) of the definition of Electrical Industry in clause 3 of Part I of the Agreement published under Government Notice No. 1558 of the 17th July, 1953, in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

(2) Notwithstanding anything contained in sub-clause (1) of this clause the terms of the 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 in terms of the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with any provisions of the Act or any regulations made or conditions fixed thereunder.

## 2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister and shall remain in operation for a period of six months or for such period as may be determined by him.

## 3. GENERAL PROVISIONS.

The provisions contained in clauses 3 to 17 (inclusive), 20 to 22 (inclusive), 24, 25, 27 and 28 of Part I, clauses 1 to 5 (inclusive) of Part II, and all the provisions of Part III of the Agreement published under Government Notice No. 1558 of the 17th July, 1953, as amended by Government Notice No. 2673 of the 31st December, 1954, shall apply to all employers and employees.

## 4. SPECIAL PROVISIONS.

The provisions contained in clauses 19 and 26 of Part I of the Agreement published under Government Notice No. 1558 of the 17th July, 1953, as amended by Government Notice No. 2673 of the 31st December, 1954, shall apply to all employers and employees.

## 5. FURTHER SPECIAL PROVISIONS.

The provisions contained in clauses 18 and 23 of Part I of the Agreement published under Government Notice No. 1558 of the 17th July, 1953, as amended by Government Notice No. 2673 of the 31st December, 1954, shall apply to all employers and employees.

Signed at Durban on behalf of the parties, this ninth day of November, 1955.

G. B. ELLIOT,  
Chairman of the Council.

D. F. ANTHONY,  
Vice-Chairman of the Council.

J. R. MARWICK,  
Secretary of the Council.

## BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE  
NYWERHEID (NATAL).

## OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit en aangegaan deur en tussen die

Electrical Engineering and Allied Industries Association,  
en die

Radio, Refrigeration and Electrical Appliances Association of  
South Africa

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

South African Electrical Workers Association

en die

Amalgamated Engineering Union

(hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

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

## 1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Elektrotegniese Nywerheid (Natal) nagekom word wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is en wat betrokke is by of in diens is in verband met—

(a) die werksaamhede vermeld in paragrawe (a), (b) en (c) van die omskrywing van Elektrotegniese Nywerheid in klousule 3 van deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1558 van 17 Julie 1953, in die munisipale gebiede van Durban en Pietermaritzburg; en

(b) die werksaamhede vermeld in paragraaf (d) van die omskrywing van Elektrotegniese Nywerheid in klousule 3 van deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1558 van 17 Julie 1953, in die Provinsie Natal en die magistraatsdistrikte van Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

(2) Ondanks andersluidende bepalings in subklousule (1) van hierdie klousule is die bepalings van die Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige voorwaardes ingevolge daarvan vasgestel, strydig is nie;

(b) kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, 1951, slegs in die mate waarin dit nie met enige bepalings van die Wet of enige regulasies vasgelê of voorwaardes ingevolge daarvan vasgestel, strydig is nie.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister vasgestel word en bly van krag vir 'n tydperk van ses maande of vir sodanige tydperk as wat deur hom bepaal kan word.

## 3. ALGEMENE BEPALINGS.

Die bepalings in klousule 3 tot en met 17, 20 tot en met 22, 24, 25, 27 en 28 van deel I, klousule 1 tot en met 5 van deel II, en al die bepalings van deel III van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1558 van 17 Julie 1953, soos gewysig by Goewermenskennisgewing No. 2673 van 31 Desember 1954, is op alle werkgewers en werknemers van toepassing.

## 4. SPESIALE BEPALINGS.

Die bepalings in klousule 19 en 26 van deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1558 van 17 Julie 1953, soos gewysig by Goewermenskennisgewing No. 2673 van 31 Desember 1954, is op alle werkgewers en werknemers van toepassing.

## 5. VERDERE SPESIALE BEPALINGS.

Die bepalings in klousule 18 en 23 van deel I van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1558 van 17 Julie 1953, soos gewysig by Goewermenskennisgewing No. 2673 van 31 Desember 1954, is op alle werkgewers en werknemers van toepassing.

Namens die Raad op hede die negende dag van November 1955 in Durban onderteken.

G. B. ELLIOT,  
Voorsitter van die Raad.

D. F. ANTHONY,  
Ondervoorsitter van die Raad.

J. R. MARWICK,  
Sekretaris van die Raad.

\* No. 2532.] [23 December 1955.  
**FACTORIES, MACHINERY AND BUILDING WORK  
 ACT, 1941.**

**ELECTRICAL INDUSTRY (NATAL).**

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Industry, published under Government Notice No. 2531 of the 23rd December, 1955, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

J. DE KLERK,  
 Minister of Labour.

\* No. 2533.] [23 December 1955.  
**INDUSTRIAL CONCILIATION ACT, 1937.**

**ELECTRICAL INDUSTRY, NATAL.**

I, JOHANNES DE KLERK, Minister of Labour, do hereby in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding from the first Monday after the date of publication of this notice and for the period ending two years from the said first Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions.

J. DE KLERK,  
 Minister of Labour.

**SCHEDULE.**

**ELECTRICAL INDUSTRIAL COUNCIL (NATAL).**

**AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the

Electrical Engineering and Allied Industries Association;  
 Radio Refrigeration and Electrical Appliances Association of  
 South Africa

of the one part (hereinafter referred to as "the employer" or "the employers' organisations") and the

S.A. Electrical Workers Association  
 Amalgamated Engineering Union

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

being parties to the Electrical Industrial Council (Natal).

**1. SCOPE OF APPLICATION OF AGREEMENT.**

The terms of this Agreement shall be observed throughout the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, by the employers who are members of the employers' organisations and by the employees who are members of the trade unions employed on any of the classes of work for which a minimum rate of not less than the equivalent of 1s. 5d. per hour is specified in the Agreement published under Government Notice No. 1558 of the 17th July, 1953 (hereinafter referred to as "the Industrial Agreement") as re-enacted by the Agreement published under Government Notice No. 2531 of the 23rd December, 1955 (hereinafter referred to as "the Re-enacting Agreement") and shall apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder; provided that in the event of the expiry of the Re-enacting Agreement by effluxion of time or cessation for any other cause during the currency of this (Sick Pay Fund) Agreement, the classes of work and minimum rates of pay specified in the said Industrial Agreement shall be deemed to be the classes of work and the minimum rates of pay specified in the said Industrial Agreement shall be deemed to be the classes of work and the minimum rates of pay for purposes of this Agreement.

\* No. 2532.] [23 Desember 1955.  
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
 1941.**

**ELEKTROTEGNIJSE NYWERHEID (NATAL).**

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid gepubliseer by Goewermentskennisgewing No. 2531 van 23 Desember 1955, vir die persone wie se werke daarby gereël word, nie minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,  
 Minister van Arbeid.

\* No. 2533.] [23 Desember 1955.  
**NYWERHEID-VERSOENINGSWET, 1937.**

**ELEKTROTEGNIJSE NYWERHEID, NATAL.**

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningwet, 1937, dat al die bepalinge van die Ooreenkoms wat in die Bylae hierby verskyn en op die Elektrotegniese Nywerheid betrekking het, van die eerste Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde eerste Maandag af eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is.

J. DE KLERK,  
 Minister van Arbeid.

**BYLAE.**

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE  
 NYWERHEID (NATAL).**

**OOREENKOMS**

ingevolge die bepalinge van die Nywerheid-versoeningwet, 1937, gesluit en aangegaan tussen die

Electrical Engineering and Allied Industries Association;  
 Radio Refrigeration and Electrical Appliances Association  
 of South Africa,

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

S.A. Electrical Workers Association  
 and the  
 Amalgamated Engineering Union

(hieronder „die werknemers” of „die vakverenigings” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

**1. BESTEK VAN TOEPASSING VAN OOREENKOMS.**

Die bepalinge van hierdie Ooreenkoms moet nagekom word in die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, deur die werkgewers wat lede is van die werkgewersorganisasies en deur die werknemers wat lede is van die vakverenigings en in diens is in verband met enige van die klasse werk waarvoor 'n minimum skaal van minstens 1s. 5d. per uur vasgestel is in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1558 van 17 Julie 1953 (hier onder „die Nywerheidsooreenkoms” genoem) soos opnuut vasgestel by die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 2531 van 23 Desember 1955 (hier onder „die Hervasstellingsooreenkoms” genoem) en is van toepassing op vakleerlinge vir sover dit nie met die Wet op Vakleerlinge, 1944, of enige voorwaardes daarkragtens vasgestel, strydig is nie; met dien verstande dat ingeval van die verstryking van die Hervasstellingsooreenkoms deur verloop van tyd of deur beëindiging om enige ander rede gedurende die duur van hierdie (Siektebystandsfonds) Ooreenkoms, die klasse werk en die minimum loonskale in genoemde Nywerheidsooreenkoms bepaal, as die klasse werk en die minimum loonskale vir die toepassing van hierdie Ooreenkoms beskou moet word.

## 2. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Act, and shall remain in force for a period of two years or for such period as may be determined by him.

## 3. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act of 1937 shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act and unless inconsistent to the context—

“apprentice” means an employee serving under a contract of apprenticeship registered under the Apprenticeship Act, 1944, or a written contract of apprenticeship recognised by the Council;

“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, the material is prepared on the site of the buildings or structure 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, 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, the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, 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;

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

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise; and
- (iii) the manufacture, repair and servicing of motor vehicle batteries;
- (iv) the manufacture, repair and servicing of typewriter and office appliances;
- (v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

“Council” means the Industrial Council for the Electrical Industry (Natal) registered in terms of section nineteen of the Industrial Conciliation Act, 1937.

“Contribution” means the amounts payable in terms of Section 17 of this Agreement.

“Wage Group” means the weekly wage (excluding cost of living allowance, overtime or any other remuneration received by an employee.)

## 4. ESTABLISHMENT OF SICK PAY FUND.

A Sick Pay Fund which shall be known as the Electrical Industry (Natal) Sick Pay Fund (hereinafter referred to as “the Sick Pay Fund”) is hereby established in terms of this Agreement. The Fund shall consist of moneys accruing from contributions and of the interest received from investments in terms of sections 17 and 7 (4) of this Agreement.

## 2. DATUM EN GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel agt-en-veertig van die Wet deur die Minister vasgestel word en bly twee jaar lank van krag of vir sodanige tydperk as wat hy kan bepaal.

## 3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet, en enige verwysing na 'n wet omvat ook alle wysigings van sodanige wet, en tensy dit strydig met die samehang is, beteken—

„vakleerling”, 'n werknemer in diens kragtens 'n vakleerling-skapkontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944, of 'n skriftelike vakleerling-skapkontrak wat deur die Raad erken word;

„Elektrotegniese Nywerheid” of „Nywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van die volgende:—

- (a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting, wat 'n integrerende en permanente deel uitmaak van geboue, met inbegrip van bedrading, kabellaswerk en kabellegging, die konstruksie van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;
- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat deel uitmaak van die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaswerk en kabellegging, die konstruksie van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, veranderings aan, herstel en onderhoud van geboue, met inbegrip van enige bedrading, kabellaswerk en kabellegging, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;
- (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 alle bedrading, kabellaswerk en kabellegging, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort;

en vir die toepassing van hierdie woordomskriving sluit „elektriese uitrusting” onderstaande in:—

- (i) elektriese kables en bogronde lyne;
- (ii) generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relais, kontakors, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese beligting, verwarming, kook, bevriesing en verkoeling, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese toestelle, seinuitrusting en ander uitrusting wat gebruik maak van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting;

en verder, vir die toepassing van hierdie woordomskriving, sluit „ontwerp, bereiding, oprigting, installering, herstel en onderhoud” nie die volgende in nie:—

- (i) Die vervaardiging en/of montering van bogenoemde uitrusting of onderdele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en bediening van tik- en kantoortoestelle;
- (v) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

„Raad”, die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal) kragtens artikel negentien van die Nywerheids-versoeningswet, 1937, geregistreer;

„bydrae”, die bedrae wat kragtens artikel 17 van hierdie Ooreenkoms betaalbaar is;

„loongroep”, die weekloon (uitgesonderd die lewenskostetoe-lae, oortyd- of enige ander besoldiging wat deur 'n werknemer ontvang is).

## 4. INSTELLING VAN 'N SIEKTEBYSTANDSFONDS.

'n Siektebystandsfonds wat as die Siektebystandsfonds van die Elektrotegniese Nywerheid (Natal) bekend staan, (hieronder „die Siektebystandsfonds” genoem) word hierby kragtens hierdie Ooreenkoms ingestel. Die Fonds bestaan uit geld wat byeengebring word uit bydraes en uit rente wat van beleggings kragtens artikel 17 en 7 (4) van hierdie Ooreenkoms verkry word.

### 5. OBJECTS.

The object of the Fund shall be to provide the specified employees in the Industry with benefits as prescribed in section 16 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 Council shall perform those 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. Copies of the Rules and any amendments thereto shall be lodged with the Secretary for Labour.

### 7. FINANCIAL CONTROL.

(1) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below £500 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of £750, provided that upon payment of benefits being resumed claims made during such period of suspension shall be met in the order in which they were received.

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

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

(4) All moneys regarded by the Management Committee as being surplus to the Fund's immediate requirements may be placed on deposit at a Bank or registered Building Society or be invested in Union Loan Certificates or Union or local Government stocks.

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

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

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

(8) As soon as possible after the 31st December in each year the Management Committee shall prepare a statement of all moneys received and due and details of expenditure incurred and accrued for the 12 months ended the 31st December which shall be submitted together with the Auditors' report to the Council.

(9) The audited statement and report thereon shall be open for inspection at the Office of the Council and copies shall be sent to the Secretary for Labour.

### 8. LIQUIDATION.

Upon the liquidation of the Fund the moneys remaining to the credit of the Fund after all creditors, administration and liquidation expenses have been paid shall be divided as follows:—

One-half of such funds shall be paid to the employers' organisations and one-half to the trade unions which were parties to this Agreement at the date it ceased to be binding under section forty-eight of the Act, and the share which shall be paid to every such employers' organisation and trade union shall be determined by agreement between the employers' organisations, or, as the case may be, between the trade unions and if no agreement is reached within a period of thirty days from the date of dissolution, by the decision of the Minister.

### 9. AGENTS.

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

### 10. EXHIBITION OF AGREEMENT.

Every employer in the areas where this Agreement has application shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both the official languages of the Union of South Africa.

### 5. DOELSTELLING.

Die doel van die Fonds is om die aangewese werknemers in die Nywerheid van bystand te voorsien, soos in artikel 16 van hierdie Ooreenkoms voorgeskryf.

### 6. ADMINISTRASIE.

(1) Die beheer en administrasie van die Fonds berus by 'n bestuurskomitee bestaande uit een lid wat benoem word deur elke vakvereniging wat 'n party by hierdie Ooreenkoms is, en 'n gelyke getal werkgewerslede wat deur die werkgewersorganisasies gesamentlik benoem word. Plaasvervangers kan, indien dit nodig geag word, deur die komitee aangestel word. Indien die bestuurskomitee om watter rede ook al nie daartoe in staat is om sy pligte uit te voer nie, moet die uitvoerende komitee sodanige pligte waarneem en sy funksies en magte uitoefen.

(2) Die Bestuurskomitee is bevoeg om reëls vir die administrasie van die Fonds op te stel en te wysig. Afskrifte van die reëls en enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

### 7. GELDELIKE BEHEER.

(1) Bystand word gestaak wanneer die batige saldo van die Fonds onder die som van £500 daal en geen verdere uitbetalings word hervat voordat die batige saldo van die Fonds die som van £750 bereik het nie; met dien verstande dat wanneer bystandsbetalings hervat word, die eise wat gedurende die tydperk van betalingstaking ontvang is, in die volgorde waarin hulle ontvang is, uitbetaal moet word.

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

(3) Alle betalings uit die Fonds moet per tjek geskied wat op die Fonds se rekening getrek word, en sodanige tjeks moet deur twee persone onderteken word wat behoorlik daartoe deur die bestuurskomitee gemagtig is.

(4) Alle geld wat deur die bestuurskomitee as meer as die onmiddellike vereistes van die Fonds beskou word, kan by 'n bank of 'n geregistreerde bougenootskap gedeponeer word, of kan in Uniëningsertifikate of Unie- of plaaslike bestuurseffekte belê word.

(5) Alle uitgawes in verband met die administrasie van die Fonds is ten laste van die Fonds.

(6) Die bestuurskomitee moet die uitvoerende komitee van kwartaalverslae voorsien waarin 'n algemene oorsig gegee word van die werksaamhede van die Fonds en van die inkomste en uitgawes vir die tydperk waarvoor die verslag gaan.

(7) 'n Ouditeur(s) word deur die bestuurskomitee aangestel. Sodanige ouditeur(s) moet kragtens die Wet op Openbare Rekenmeesters en Ouditers, 1951, geregistreer wees.

(8) So gou moontlik na 31 Desember van elke jaar moet die bestuurskomitee 'n staat opstel van al die geld wat ontvang is en verskuldig is, en van besonderhede in verband met al die uitgawes wat gedurende die 12 maande wat op 31 Desember eindig, gemaak is en opgehoop het, en hierdie staat moet saam met die ouditeursverslag by die uitvoerende komitee vir deursending aan die Raad ingedien word.

(9) Die geauditeerde staat en die verslag daarvoor moet in die hoofkantoor van die Raad ter insae lê en afskrifte daarvan moet aan die Sekretaris van Arbeid gestuur word.

### 8. LIKWIDASIE.

By likwidasie van die Fonds moet die geld wat in die krediet van die Fonds oorbly, nadat alle krediteure en likwidasië- en administrasiekoste betaal is, as volg verdeel word:—

Een-helfte van sodanige fondse moet betaal word aan die werkgewersorganisasies en een-helfte aan die vakverenigings wat partye by hierdie Ooreenkoms was op die datum toe dit opgehou het om bindend te wees kragtens artikel agt-en-veertig van die Wet, en die aandeel wat aan elke sodanige werkgewersorganisasie betaal moet word, moet vasgestel word by ooreenkoms tussen die werkgewersorganisasies of, na gelang van die geval, tussen die vakverenigings; en indien geen ooreenkoms binne 'n tydperk van 30 dae van die dag van ontbinding af bereik word nie, by beslissing van die Minister.

### 9. AGENTE.

Die Raad kan een of meer aangewese persone aanstel om by die uitvoering van die bepalinge van hierdie Ooreenkoms behulpzaam te wees en elke werkgewer en elke werknemer is verplig om sodanige persone toe te laat om sodanige navrae in te stel en deur te voer, en om sodanige dokumente, boeke, loonstate, tydstate en betaalstate na te gaan en om sodanige persone te ondervra en om alle sodanige stappe te doen as wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, en geen persoon mag in die loop van sy ondersoek 'n valse verklaring aan sodanige agent maak nie.

### 10. VERTONING VAN OOREENKOMS.

In die gebiede waar hierdie Ooreenkoms van krag is, moet elke werkgewer 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale van die Unie van Suid-Afrika opklap en opgeplak hou in of op die plek waar sy werknemers werk.

## 11. EXPIRY OF AGREEMENT.

(a) Should this Agreement expire through the effluxion of time or for any other reason, the Fund shall continue to be administered by the Management Committee until it be either liquidated or transferred by the Council to any other Fund constituted for the same purpose as that for which the original Fund was created.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section thirty-four (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 Minister 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.

(c) In the event of the Management Committee being able or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of such Committee and who shall possess all the powers of such Committee for the purpose.

(d) On the expiration of this Agreement the Fund shall, unless transferred in terms of paragraph (a) of this Section be liquidated in the manner set forth in Section 8 of this Agreement.

## 12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

The benefits provided for by the Fund shall not be transferable and any employees 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 from the Fund shall be lodged with the Fund on the form prescribed by the Management Committee from time to time, and shall be accompanied by a detailed Medical Certificate in the form prescribed. The cost of the Medical Certificate shall be borne by the employee concerned, provided, however, that the Management Committee may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) No claim shall be recognised by the Fund if not submitted within 30 days after the first absence from employment on account of illness and if the employee has failed to act upon proper medical advice, nor will payment be made for any prior period of more than 3 days before the employee first interviewed his medical practitioner.

## 14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE.

Subject to the general direction 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 or appoint corporate bodies to assist in the administration of or to administer the Fund, fix their remuneration and define their duties;
- (b) Refuse any, or all benefits to employees who have acted in a 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. RESERVATIONS.

Notwithstanding anything contained in this Agreement—

- (a) 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.
- (b) The Management Committee may grant exemption from any of the provisions in this Agreement under such terms and conditions and for such periods as it may determine. Applications for exemption shall be made to the Secretary of the Electrical Council, P.O. Box 722, Durban.

## 11. VERSTRYKING VAN OOREENKOMS.

(a) Indien hierdie Ooreenkoms weens tydverloop of enige ander oorsaak verstryk, moet die Fonds verder deur die bestuurskomitee beheer word totdat dit of gelikwider of deur die Raad aan enige ander fonds oorgedra word wat vir dieselfde doel geskep is as dié waarvoor die oorspronklike Fonds ingestel is.

(b) Ingeval die Raad ontbind word, of ingeval die Raad kragtens artikel vier-en-dertig (2) van die Wet ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die bestuurskomitee voortgaan om die Fonds te beheer, en die lede van sodanige komitee op die datum wanneer die Raad ophou om te funksioneer of ontbind word, moet as lede daarvan vir sodanige doel beskou word; met dien verstande egter dat enige vakatures wat op sodanige komitee ontstaan, deur die Minister uit werkgewers of werknemers in die Elektrotegniese Nywerheid (Natal) gevul mag word ten einde 'n gelyke verteenwoordiging van verteenwoordigers en plaasvervangers van werkgewers en werknemers in die lidmaatskap van die komitee te verseker.

(c) Ingeval die bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom, of ingeval 'n dooiepunt bereik word wat die beheer van die Fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, kan die Minister 'n kurator of kurators aanstel om die pligte van sodanige komitee uit te voer, en sodanige kurator of kurators oefen vir hierdie doel al die magte van sodanige komitee uit.

(d) By verstryking van hierdie Ooreenkoms moet die Fonds, indien dit nie kragtens paragraaf (a) van hierdie artikel oorgedra is nie, gelikwider word op die wyse wat in artikel 8 van hierdie Ooreenkoms uiteengesit word.

## 12. BYSTAND NIE VERVREEMBAAR OF AAN BESLAGLEGGING ONDERWORPE NIE.

Die bystand waarvoor voorsiening deur die Fonds gemaak word, is nie oordraagbaar nie, en die bystandregte van enige werknemer wat trag om sy regte toe te wys, oor te dra of andersins te verpand of te verhipoteker, word onmiddellik vir 'n tydperk van drie maande opgeskort.

## 13. EISE.

(1) Eise om siektebystand uit die Fonds moet op die vorm wat deur die bestuurskomitee van tyd tot tyd voorgeskryf word, by die Fonds ingedien word, tesame met 'n gedetailleerde dokter-sertifikaat in die voorgeskrewe vorm. Die koste van die dokter-sertifikaat moet deur die betrokke werknemer gedra word; met dien verstande egter dat die bestuurskomitee 'n onafhanklike ondersoek kan vereis waarvan die koste 'n las teen die Fonds moet wees.

(2) Geen eis word deur die Fonds erken wat nie binne 30 dae na die eerste afwesigheid van diens van die werknemer weens siekte ingedien word nie; ook nie indien die werknemer nie op behoorlike mediese raad gehandel het nie; en geen bedrag word betaal ten opsigte van enige vroeër tydperk van meer as 3 dae voordat die werknemer vir die eerste maal sy mediese praktisyn geraadpleeg het nie.

## 14. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE.

Behoudens die algemene opdrag van die Raad en die bepalinge van hierdie Ooreenkoms, het die bestuurskomitee volledige beheer oor die sake van die Fonds en kan in besonder—

- (a) werknemers in diens neem of liggame met regsbevoegdheid aanstel om met die administrasie van die Fonds behulpzaam te wees, hulle besoldiging vasstel en hulle pligte bepaal;
- (b) weier om enige of alle bystand te verleen aan werknemers wat gehandel het met die doel om die Fonds skade aan te doen, of met redelike waarskynlikheid sodanige skade kon berokken het; met dien verstande dat sodanige werknemer toegelaat word om voor die bestuurskomitee te verskyn om sy saak te stel;
- (c) uitbetalings deur die Fonds goedkeur;
- (d) stappe doen om betaling van bydraes of van enige geld wat aan die Fonds verskuldig is, af te dwing;
- (e) indien 'n werknemer na die mening van die bestuurskomitee te veel bystand ontvang het, ondersoek laat instel en sodanige verdere bystand terughou vir sodanige tydperk as wat die Komitee mag besluit.

## 15. VOORBEHOUD.

Ondanks enigiets in hierdie Ooreenkoms vervat—

- (a) het die bestuurskomitee die bevoegdheid om na goeddunke addisionele bystand aan werknemers te verleen in gevalle van ontbering as gevolg van siekte, en kan hy spesiale toestand aan werknemers verleen by wyse van geldelike toekennings, lenings of andersins op sodanige voorwaardes as wat hy van tyd tot tyd mag vasstel;
- (b) kan die bestuurskomitee vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen volgens sodanige bepalinge en voorwaardes as wat hy self vir sodanige tydperk mag vasstel. Aansoeke om vrystelling moet by die Sekretaris van die Elektrisiteitsraad, Posbus 722, Durban, ingedien word;

(c) Any employer who is a member of one of the employer's organisations may, in respect of his employees employed in the Industry whose wages are not specified in the Industrial Agreement but who are members of one of the Trade Unions and in receipt of an hourly wage of not less than 1s. 5d. per hour or remuneration which, excluding cost of living allowance, is equivalent to not less than 1s. 5d. per hour by mutual agreement, make application to the fund to accept contributions from himself and such employees (or any of them) in accordance with the provisions of section 17 of this Agreement. Upon such application the Management Committee may agree to receive contributions from that employer and those employees and the provisions of this Agreement shall thereupon *mutatis mutandis* apply to the employer and employees concerned and be observed by them as though applied by section 1 of this Agreement.

#### 16. SICK PAY BENEFITS.

(a) Sick pay benefits shall be payable to employees in accordance with the following schedule, thirteen weeks after the coming into force of this Agreement:—

| Wage Group.                               | Sick Pay Benefits: Continuous Incapacity or Illness; Absences from work. |                  |                               |                   |
|-------------------------------------------|--------------------------------------------------------------------------|------------------|-------------------------------|-------------------|
|                                           | First Week.                                                              | Second Week.     | Third to 13th week Inclusive. | Next 13 weeks.    |
| Over £8. 10s. per week                    | £ s. d.<br>5 0 0                                                         | £ s. d.<br>6 0 0 | £ s. d.<br>7 10 0             | £ s. d.<br>3 15 0 |
| Over £7. 10s. per week and up to £8. 10s. | 4 11 8                                                                   | 5 10 0           | 6 17 6                        | 3 8 9             |
| Over £6. 10s. per week and up to £7. 10s. | 4 3 4                                                                    | 5 0 0            | 6 5 0                         | 3 2 6             |
| Over £5. 10s. per week and up to £6. 10s. | 3 15 0                                                                   | 4 10 0           | 5 12 6                        | 2 16 3            |
| Over £4. 10s. per week and up to £5. 10s. | 3 6 8                                                                    | 4 0 0            | 5 0 0                         | 2 10 0            |
| Over £3. 10s. per week and up to £4. 10s. | 2 18 4                                                                   | 3 10 0           | 4 7 6                         | 2 3 9             |
| Over £2. 10s. per week and up to £3. 10s. | 2 10 0                                                                   | 3 0 0            | 3 15 0                        | 1 17 6            |
| Over £1. 10s. per week and up to £2. 10s. | 2 1 8                                                                    | 2 10 0           | 3 2 6                         | 1 11 3            |

(b) No sick pay benefits shall be paid for incapacity or absence from work on account of illness for less than one working week. 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 in excess of a completed week or weeks shall be paid *pro rata* to the number of days of such absence.

(c) No sick pay benefits shall be payable in respect of paid public holidays specified in the Agreement for the Industry or in respect of any portion of the annual leave period for which an employee receives holiday pay.

(d) No sick pay shall be payable for any illness or disablement compensable under the provisions of the Workmen's Compensation Act, 1941.

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

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

- Insanity, mental disorders, alcoholism, the use of narcotics, venereal disease.
- Engaging in hunting, mountaineering, or racing on wheels, motor-cycling other than motor-cycling to and from the employee's normal 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 schedule airline.
- 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.

(g) No sick pay 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.

(c) kan enige werkgever wat lid van een van die werkgewers-organisasies is, ten opsigte van sy werknemers wat in die nywerheid in diens is en wie se lone nie in die nywerheids-ooreenkomste genoem word nie maar wat lede van een van die vakverenigings is en 'n uurloon van minstens 1s. 5d. per uur ontvang, of besoldiging wat, met uitsluiting van lewenskostetoelae, gelyk is aan 1s. 5d. per uur, deur onderlinge ooreenkoms by die Fonds aansoek doen om bydraes van homself en sodanige werknemers (of enigen van hulle) ooreenkomstig die bepalings van artikel 17 van hierdie Ooreenkoms aan te neem. By ontvangs van sodanige aansoek, kan die bestuurskomitee toestem om bydraes van sodanige werkgever en sodanige werknemers, aan te neem, en die bepalings van hierdie Ooreenkoms is daarna *mutatis mutandis* van toepassing op die werkgever en die betrokke werknemers, en moet deur hulle nagekom word asof sodanige bepalings by artikel 1 van hierdie Ooreenkoms toegepas word.

#### 16. SIEKTEBYSTAND.

(a) Dertien weke nadat hierdie Ooreenkoms in werking tree, is siektebystand aan werknemers soos volg betaalbaar:—

| Loongroep.                            | Siektebystand: Aanhoudende ongeskiktheid of siekte, afwesigheid van werk. |                  |                                  |                   |
|---------------------------------------|---------------------------------------------------------------------------|------------------|----------------------------------|-------------------|
|                                       | Eerste week.                                                              | Tweede week.     | Derde week tot en met 13de week. | Volgende 13 weke. |
| Oor £8. 10s. per week                 | £ s. d.<br>5 0 0                                                          | £ s. d.<br>6 0 0 | £ s. d.<br>7 10 0                | £ s. d.<br>3 15 0 |
| Oor £7. 10s. per week en tot £8. 10s. | 4 11 8                                                                    | 5 10 0           | 6 17 6                           | 3 8 9             |
| Oor £6. 10s. per week en tot £7. 10s. | 4 3 4                                                                     | 5 0 0            | 6 5 0                            | 3 2 6             |
| Oor £5. 10s. per week en tot £6. 10s. | 3 15 0                                                                    | 4 10 0           | 5 12 6                           | 2 16 3            |
| Oor £4. 10s. per week en tot £5. 10s. | 3 6 8                                                                     | 4 0 0            | 5 0 0                            | 2 10 0            |
| Oor £3. 10s. per week en tot £4. 10s. | 2 18 4                                                                    | 3 10 0           | 4 7 6                            | 2 3 9             |
| Oor £2. 10s. per week en tot £3. 10s. | 2 10 0                                                                    | 3 0 0            | 3 15 0                           | 1 17 6            |
| Oor £1. 10s. per week en tot £2. 10s. | 2 1 8                                                                     | 2 10 0           | 3 2 6                            | 1 11 3            |

(b) Ingeval onskiktheid of afwesigheid van werk weens siekte minder as een werkweek duur, word geen siektebystand betaal nie. Vir werknemers wat 'n werkweek van vyf dae het, bestaan 'n week uit vyf agtereenvolgende werkdade, en vir werknemers wat 'n werkweek van ses dae het, uit ses agtereenvolgende werkdade. Siektebystand vir dae van afwesigheid wat meer as 'n volle week of weke duur, moet *pro rata* volgens die getal dae van sodanige afwesigheid betaal word.

(c) Geen siektebystand is betaalbaar ten opsigte van besoldigde openbare vakansiedae wat in die Ooreenkoms vir die nywerheid gespesifiseer is nie, of ten opsigte van enige gedeelte van die jaarlikse verloftydperk waarvoor die werknemer verlofbesoldiging ontvang nie.

(d) Geen siektebesoldiging is betaalbaar ten opsigte van enige siekte of ongeskiktheid wat ooreenkomstig die bepalings van die Ongevallewet, 1941, vir skadeloosstelling in ag geneem word nie.

(e) Geen siektebystand is aan vroulike werknemers betaalbaar ten opsigte van tydperke van afwesigheid weens swangerskap of bevalling nie.

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

- Kranksinnigheid, verstandelike gekrenktheid, alkoholisme, die gebruik van narkotiese middels, veniese siekte;
- deelname aan jag, bergklim of wedrenne op wiele, motorfietsry, uitgesonderd motorfietsry na of van die werknemer se gewone werkplek af;
- die verrigting van enige onwettige daad, diens by die gewapende magte, vlug of poging tot vlug met 'n vliegtuig, uitgesonderd as 'n betalende passasier of 'n gereelde, vaste vliegroeite;
- besering wat deur enige militêre of oorweldigingsmag veroorsaak word (of daar 'n oorlogsverklaring was of nie) of deur oproer of burgerlike onluste.

(g) Geen siektebystand is aan werklose werknemers betaalbaar gedurende die tydperke wanneer hulle geregtig is op werkloosheidsbystand wat binne die omvang van die Werkloosheidsversekeringwet val nie.

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

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

(j) No sick pay benefits shall be payable in respect of continuous absences and/or combined periods of absence exceeding 26 weeks. Sick pay benefits shall recommence after 52 weeks employment.

(k) Notwithstanding anything to the contrary contained in the provisions of section 25 of Part I of the Industrial Agreement, after a period of thirteen weeks has elapsed reckoned from the date of coming into operation of this Agreement, no employee to whom the Fund applies shall be entitled to cost of living allowance in terms of the said provisions in respect of any period in which he is absent from work due to illness or disablement; provided that in the case of an employee whose absence from work is due to disablement falling within the provisions of the Workmen's Compensation Act, cost of living allowance shall be payable pro rata for any day or days not recognised as compensable in terms of the said Act up to a maximum of three day's cost of living allowance, and the provisions of section 25 of Part I of the Industrial Agreement are hereby amended accordingly.

#### 17. CONTRIBUTIONS.

Each employer shall each week deduct from the wages of each of his employees covered by this Agreement the amount indicated in the schedule hereinafter set out. To the amount thus deducted the employer shall add an equal amount and forward to the Council not later than the 15th day of each month the total sum for the month preceding, together with the form to be prescribed by the Management Committee from time to time.

| Wage Group.                                | Amount per week. |
|--------------------------------------------|------------------|
|                                            | s. d.            |
| Over £8. 10s. per week .....               | 2 0              |
| Over £7. 10s. per week up to £8. 10s. .... | 1 10             |
| Over £6. 10s. per week up to £7. 10s. .... | 1 8              |
| Over £5. 10s. per week up to £6. 10s. .... | 1 6              |
| Over £4. 10s. per week up to £5. 10s. .... | 1 4              |
| Over £3. 10s. per week up to £4. 10s. .... | 1 2              |
| Over £2. 10s. per week up to £3. 10s. .... | 1 0              |
| Over £1. 10s. per week up to £2. 10s. .... | 0 10             |

Signed at Durban as authorised for and on behalf of the parties on this ninth day of November, 1955.

G. B. ELLIOT, *Chairman.*

D. F. ANTHONY, *Vice-Chairman.*

J. R. MARWICK, *Secretary.*

(h) Werknemers wat in diens geneem word na die datum waarop hierdie Ooreenkoms in werking tree, is nie op siektebystand geregtig voordat hulle bydraes gedurende 13 agtereenvolgende weke tot die Fonds gestort het nie; met dien verstande dat vroeëre bydraes wat deur 'n tydperk van werkloosheid of deur 'n verandering van werkgever binne die nywerheid beëindig is, as kwalifiserende bydraes beskou moet word.

(i) Werknemers wat die nywerheid verlaat en daarna weer na die nywerheid terugkeer, is geregtig op siektebystand wanneer hulle 13 agtereenvolgende bydraes in die fonds gestort het.

(j) Geen siektebystand is ten opsigte van aanhoudende afwesigheid en/of totale tydperke van afwesigheid van meer as 26 weke betaalbaar nie. Siektebystand neem weer 'n aanvang na 52 weke diens.

(k) Ondanks andersluidende bepalings in artikel 25 van deel I van die Nywerheidsooreenkoms, is geen werknemer op wie die Fonds van toepassing is, na 'n tydperk van 13 weke, bereken van die datum af waarop hierdie Ooreenkoms in werking tree, geregtig op 'n lewenskostetoelae kragtens die genoemde bepalings ten opsigte van enige tydperk waarin hy weens siekte of ongeskiktheid afwesig is nie; met dien verstande dat in die geval van 'n werknemer wie se afwesigheid van diens veroorsaak is deur ongeskiktheid wat onder die bepalings van die Ongevallewet val, lewenskoste pro rata betaalbaar is vir enige dag of dae wat ingevolge genoemde Wet nie vir skadeloosstelling in ag geneem word nie, tot 'n maksimum van drie dae se lewenskostetoelae; en die bepalings van artikel 25 van deel I, word dienoooreenkomstig hierby gewysig.

#### 17. BYDRAES.

Elke werkgever moet elke week van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, die bedrag aftrek wat in die staat hieronder genoem word. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg, en op die 15de dag van elke maand moet hy die totale bedrag vir die vorige maand, tesame met 'n vorm wat deur die bestuurskomitee van tyd tot tyd voorgeskryf word, aan die Raad stuur:—

| Loongroep.                              | Bedrag per week. |
|-----------------------------------------|------------------|
|                                         | s. d.            |
| Oor £8. 10s. ....                       | 2 0              |
| Oor £7. 10s. per week tot £8. 10s. .... | 1 10             |
| Oor £6. 10s. per week tot £7. 10s. .... | 1 8              |
| Oor £5. 10s. per week tot £6. 10s. .... | 1 6              |
| Oor £4. 10s. per week tot £5. 10s. .... | 1 4              |
| Oor £3. 10s. per week tot £4. 10s. .... | 1 2              |
| Oor £2. 10s. per week tot £3. 10s. .... | 1 0              |
| Oor £1. 10s. per week tot £2. 10s. .... | 0 10             |

Soos daartoe gemagtig en namens die partye op hede die negende dag van November 1955 in Durban onderteken.

G. B. ELLIOT, *Voorsitter.*

D. F. ANTHONY, *Ondervoorsitter.*

J. R. MARWICK, *Sekretaris.*

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