



Government Gazette

Buitengewone Extraordinary Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. VI.]

PRICE 5c.

PRETORIA, 7 DECEMBER 1962.
7 DESEMBER

PRYS 5c.

[No. 397.]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 2035.] [7 December 1962.
INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE.

SICK PAY FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 and 10, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday 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 Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

SICK PAY FUND AGREEMENT

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

Electrical Contractors Association (South Africa);

Electrical Engineering and Allied Industries Association
and the

Radio, Refrigeration and Electrical Appliance Association of
South Africa

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

Amalgamated Engineering Union;

and

South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

A—3301690

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. 2035.] [7 Desember 1962.
WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE AANNEMINGS- EN
BEDIENINGSNYWERHEID, KAAP.

SIEKTEBYSTANDSFONDSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is; en
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 en 10, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir 'n tydperk wat drie jaar vanaf genoemde tweede Maandag 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 landdrostdistrikte die Kaap, Wynberg, Bellville en Simonstad.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

SIEKTEBYSTANDSFONDS.

OOREENKOMS

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

Electrical Contractors' Association (South Africa);

Electrical Engineering and Allied Industries Association;
en die

Radio, Refrigeration and Electrical Appliance Association of
South Africa

(hieronder die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Engineering Union;

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap).

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown by all employers in the Electrical Contracting and Servicing Industry who are members of the employers' organisations and all employees in the said Industry who are members of the trade unions and for whom a minimum basic rate of not less than 20 cents per hour is prescribed in the Agreement, published under Government Notice No. 823 of the 6th October, 1961, as may be amended from time to time (hereinafter referred to as the "Main Agreement").

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

(3) The terms of this Agreement shall apply to apprentices irrespective of earnings only in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to be registered or any condition fixed or deemed to be fixed thereunder.

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 Industrial Conciliation Act, 1956, and shall remain in force for 36 months or 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 1956, 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 with the context—

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

"Electrical Contracting and Servicing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employers and employees are associated for any or all of the following:—

- 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;
- 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 building or structures or elsewhere;
- 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;
- 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, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

- electrical cables and overhead lines;
- generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling 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;

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalinge van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad nagekom word deur alle werkgewers in die Elektrotegniese Aannemings- en Bedieningsnywerheid wat lede van die Werkgewersorganisasies is en deur alle werknemers in genoemde Nywerheid wat lede van die Vakverenigings is en vir wie 'n minimum basiese loon van minstens 20 sent per uur voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 823 van 6 Oktober 1961, soos van tyd tot tyd gewysig mag word (hieronder die "Hofooreenkoms" genoem).

(2) Ingeval die Hofooreenkoms verstryk deur verloop van tyd of deur beëindiging om enige ander rede gedurende die geldigheid van die Ooreenkoms, word die klasse werk en minimum lone voorgeskryf in genoemde Hofooreenkoms, vir die toepassing van hierdie Ooreenkoms geag die klasse werk en minimum lone te wees.

(3) Die bepalinge van hierdie Ooreenkoms is van toepassing op vakleerlinge, ongeag hul verdienste, slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens geregistreer is of wat geag word daarkragtens geregistreer te wees, of enige voorwaardes wat daarkragtens vasgestel is of wat geag word daarkragtens vasgestel te wees.

2. INWERKINGTREDINGSdatum EN geldigheidsduur.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoenig, 1956, mag vasstel en bly 36 maande lank van krag of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in die Wet, en enige vermelding van 'n wet omvat ook alle wysigings van sodanige Wet, en tensy onbestaanbaar met die samehang, beteken—

"vakleerling" 'n werknemer in diens volgens 'n skriftelike leerlingskontrak wat deur die Raad erken word, of 'n leerlingskontrak geregistreer kragtens die Wet op Vakleerlinge, 1944;

"Elektrotegniese Aannemings- en Bedieningsnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking op watter wyse ook al te beperk, die Nywerheid waarin werkgewers en werknemers geassosieer is vir enigen om almal van die ondergenoemde:—

- 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 strukture opgerig en die materiaal daar voorberei word, of elders;
- 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 strukture opgerig en die materiaal daar voorberei word, of elders;
- 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 alle 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;
- 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, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;

en vir die toepassing van hierdie woordomskriving omvat "elektriese uitrusting" onderstaande—

- elektriese kables en bogronde lyne;
- generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting, verwarming, kook, bevroering en verkoeling, 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;

and further for the purpose 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 or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (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;

"Contribution" means the amounts payable in terms of clause 17 of this Agreement;

"Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

"executive committee" means the executive committee of the Council appointed in terms of its Constitution;

"wage group" means the basic weekly wage prescribed in the Main Agreement (excluding cost of living allowance, overtime or any other remuneration received by an employee).

4. ESTABLISHMENT OF SICK PAY FUND.

(1) A Sick Pay Fund which will be known as the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund (hereinafter referred to as "the Sick Pay Fund" or "the Fund") is hereby established in terms of this Agreement. The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with the provisions of clause 17 of this Agreement;
- (b) interest derived from the investment of any moneys of the Fund in terms of clause 7 (4) of this Agreement;
- (c) any other sum to which the Fund may become entitled.

(2) The Fund shall be the successor Fund to the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund established in terms of clause 4 of the Agreement published under Government Notice No. 331, dated 27th February, 1959, and shall take over all the assets and be subject to all the obligations and liabilities of the latter Fund.

5. OBJECTS.

The object of the Fund shall be to provide the employees to whom this Agreement applies with benefits as prescribed in clause 16 of this Agreement.

6. ADMINISTRATION.

(1) Control and administration of the Fund shall vest in a management committee appointed by the Council consisting of one member of each of the trade unions which is a party to this Agreement and an equal number of members of the employers' organisations who are parties to the Council. Alternates may be appointed if deemed necessary by the Council. Should the Management Committee be unable to perform its duties for any reason whatsoever the Executive Committee appointed in terms of the Council's constitution 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 which shall not be inconsistent with any Act or this Agreement 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 R1,000.00 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R2,000.00 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 a 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.

en verder vir die toepassing van hierdie woordomskrifing omvat "ontwerp, bereiding, oprigting, installering, herstel en onderhoud" nie die volgende nie:—

- (i) Die vervaardiging en/of inmeekaarsit 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;
- (iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en bediening van tik- en kantoortoestelle;
- (v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

"bydrae" die bedrae wat kragtens klousule 17 van hierdie Ooreenkoms betaalbaar is;

"Raad" die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), ooreenkomstig artikel negentien van die Wet op Nywerheidsversoening, 1956, geregistreer;

"uitvoerende komitee" die uitvoerende komitee van die Raad ingevolge sy konstitusie aangestel;

"loongroep" die basiese weekloon in die Hoofdooreenkoms voorgeskryf (uitgesonderd die lewenskostoelae, oortyd- of enige ander besoldiging wat deur 'n werknemer ontvang word).

4. INSTELLING VAN SIEKTEBYSTANDSFONDS.

(1) 'n Siektebystandsfonds wat as die Siektebystandsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) bekend staan (hieronder die "Siektebystandsfonds" of die "Fonds" genoem), word hierby ooreenkomstig hierdie Ooreenkoms ingestel.

Die Fonds bestaan uit—

- (a) bydraes wat in die Fonds inbetaal word ooreenkomstig die bepaling van klousule 17 van hierdie Ooreenkoms;
- (b) rente wat van die belegging van enige gelde van die Fonds, kragtens klousule 7 (4) van hierdie Ooreenkoms verkry word;
- (c) enige ander bedrag waarop die Fonds geregtig mag word.

(2) Die Fonds vervang die Siektebystandsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), ingestel ooreenkomstig artikel 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 331 van 27 Februarie 1959, en dit neem al die bates oor en dra al die aanspreeklikhede en verpligtings van laasgenoemde Fonds.

5. DOELSTELLINGS.

Die doel van die Fonds is om die werknemers op wie hierdie Ooreenkoms van toepassing is van voordele te voorsien, soos in klousule 16 van hierdie Ooreenkoms voorgeskryf.

6. ADMINISTRASIE.

(1) Die beheer en administrasie van die Fonds berus by 'n bestuurskomitee deur die Raad aangestel, bestaande uit een lid vir elk van die Vakverenigings wat 'n party by hierdie Ooreenkoms is, en 'n gelyke getal lede van die Werkgewersorganisasies wat partye by die Raad is. Plaasvervangers kan aangestel word indien dit deur die Raad nodig geag 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, aangestel ingevolge die Raad se konstitusie, sodanige pligte waarneem en sy funksies en bevoegdhede uitoefen.

(2) Die bestuurskomitee is bevoeg om reëls vir die administrasie van die Fonds op te stel en dit te wysig. Afskrifte van die reëls en enige wysigings daarvan, wat nie onbestaanbaar met enige Wet of hierdie Ooreenkoms mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

7. GELDELIKE BEHEER.

(1) Bystand word gestaak wanneer die batige saldo van die Fonds benede die som van R1,000.00 daal, en geen verdere uitbetalings word hervat voordat die batige saldo van die Fonds die som van R2,000.00 bereik het nie. Met dien verstande dat wanneer bystandsbetalings hervat word, die eise ontvang gedurende die tydperk waarin betalings gestaak is, in die volgorde waarin hulle ontvang is, uitbetaal moet word.

(2) Alle gelde wat aan die Fonds betaal word, moet gedeponeer word in 'n bankrekening wat geopen moet word by 'n bank en/of 'n inrigting deur die bestuurskomitee goedgekeur.

(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 deur die bestuurskomitee daartoe gemagtig is.

(4) All moneys regarded by the management committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or stock of the Government of the Republic of South Africa or local Government stock or in any other manner approved by the registrar.

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

(6) The management committee shall furnish the executive committee appointed in terms of the Council's Constitution with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

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

(8) As soon as possible after the 31st August in each year the management committee shall prepare a statement of all moneys received and owing and details of expenditure incurred and accrued for the 12 months ended 31st August, and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with the auditors' report to the executive committee for transmission to the Council.

(9) The audited statement and report thereon shall be open for inspection at the office of the Council and copies countersigned by the Chairman of the Council, shall be sent to the Industrial Registrar within three months of the close of the period covered thereby.

8. EXPIRY OF AGREEMENT.

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

(b) Should this Agreement expire by effluxion of time or any other reason and within six months be not replaced or succeeded by a new Agreement in terms of sub-clause (a) or should the new Agreement not make provision for the continuity of the Fund, the Fund shall continue to be administered by the management committee last in office until it be either dealt with in terms of clause 9 or is transferred by the Council to any other fund constituted for the same purpose as that for which the fund was created.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (2) of the Act, 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 Contracting and Servicing Industry (Cape) to ensure an equality of employer and employee representatives and alternates in the membership of the committee.

In the event of the management committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such committee and who shall possess all the powers of such committee for the purpose thereafter. Upon the expiry of the Agreement the Fund shall be liquidated in the manner set forth in clause 9 of the Agreement.

9. LIQUIDATION.

Upon expiry of this Agreement by effluxion of time or any other reason and unless within six months it is renewed or replaced by another Agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other Fund constituted for the same purpose in accordance with the provisions of clause 8, trustees shall be appointed to continue payments from the Fund as if the Agreement was still in existence, that is to say, to pay out claims to benefit in terms of the expired Agreement, any creditors, administration costs and liquidation expenses, until such time as the Fund is exhausted. Such trustees shall be appointed by the executive committee appointed in terms of the Council's constitution and if the committee should be unable or unwilling to appoint the said trustees the Minister may appoint trustees to deal with the Fund in the aforesaid manner.

(4) Alle geld wat deur die bestuurskomitee as meer as die onmiddellike vereistes van die Fonds beskou word, kan by 'n bank of geregistreerde bougenootskap gedeponeer word, of kan in Nasionale Spaarsertifikate of effekte van die Republiek van Suid-Afrika of plaaslike bestuurseffekte belê word of op enige ander wyse wat deur die Registrateur goedgekeur word.

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

(6) Die bestuurskomitee moet die uitvoerende komitee, aangestel ingevolge die Raad se konstitusie, van kwartaalverslae voorsien waarin 'n algemene oorsig gegee word van die werksaamhede van die Fonds en van die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

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

(8) So gou moontlik na 31 Augustus van elke jaar moet die bestuurskomitee 'n staat opstel van al die geld wat ontvang en verskuldig is, en van besonderhede in verband met al die uitgawes wat gedurende die 12 maande wat op 31 Augustus eindig, aangegaan is en opgevolg het, en 'n staat wat die bates en laste van die Fonds aantoon, wat deur die ouditeur gesertifiseer en saam met die ouditeursverslag by die uitvoerende komitee ingedien moet word vir deursending na die Raad.

(9) Die geouditeerde staat en die verslag daarvoor moet in die kantoor van die Raad ter insae lê en afskrifte daarvan, mede-onderteken deur die voorsitter van die Raad, moet binne drie maande vanaf die verstryking van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrateur gestuur word.

8. VERSTRYKING VAN OOREENKOMS.

(a) Enige Ooreenkoms deur die Minister as bindend verklaar kragtens artikel agt-en-veertig van die Wet op Nywerheidsvervoening, 1956, wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die voortbestaan en administrasie van die Fonds.

(b) Indien hierdie Ooreenkoms weens verloop van tyd of enige ander oorsaak verstryk en dit nie binne ses maande deur 'n nuwe ooreenkoms kragtens subklousule (a) vervang of opgevolg word nie, of indien die nuwe ooreenkoms nie voorsiening maak vir die voortbestaan van die Fonds nie, moet die Fonds verder geadministreer word deur die jongste bestuurskomitee totdat daaroor beskik word of ooreenkomsig klousule nege of totdat dit deur die Raad na enige fonds oorgedra word wat vir dieselfde doel geskep is as dié waarvoor die oorspronklike Fonds ingestel is.

(c) Ingeval die Raad ontbind word of ingeval die Raad ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is kragtens artikel vier-en-dertig (2) van die Wet, moet die bestuurskomitee voortgaan om die Fonds te administreer, en die lede van sodanige komitee op die datum wanneer die Raad ophou om te funksioneer of ontbind word, word as lede daarvan vir sodanige doel geag. Met dien verstande egter dat enige vakatures wat in sodanige komitee ontstaan, deur die Registrateur uit werkgewers of werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) geval mag word ten einde 'n gelyke getal verteenwoordigers en plaasvervangers van werkgewers en werknemers in die lidmaatskap van die komitee te verseker.

Ingeval die bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom, of ingeval 'n dooie punt daarvoor ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, mag die Registrateur 'n kurator of kurators aanstel om die pligte van sodanige komitee uit te voer, en wat daarna vir hierdie doel al die bevoegdhede van sodanige komitee besit. By verstryking van die Ooreenkoms, moet die Fonds gelikwedeer word op die wyse in klousule 9 van die Ooreenkoms gemeld.

9. LIKWIDASIE.

By verstryking van hierdie Ooreenkoms weens verloop van tyd of enige ander oorsaak en indien dit nie binne ses maande hernuwe of vervang word deur 'n ander Ooreenkoms wat die voortbestaan van die Fonds bestendig nie, of as die Fonds nie deur die Raad oorgedra word nie na enige ander Fonds wat vir dieselfde doel ingestel is ooreenkomsig die bepalings van klousule 8, moet kurators aangestel word om voort te gaan met betalings uit die Fonds asof die Ooreenkoms nog bestaan, d.w.s. om kragtens die verstrekte Ooreenkoms alle eise om voordele, alle krediteure, asook administrasie- en likwidasielaste te betaal totdat die Fonds uitgeput is. Sulke kurators moet aangestel word deur die uitvoerende komitee wat ooreenkomsig die Raad se konstitusie aangestel is, en ingeval die komitee nie in staat is nie of onwillig is om genoemde kurators aan te stel, mag die Minister kurators aanstel om op bogenoemde wyse oor die Fonds te beskik.

10. 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 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.

11. 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 Republic of South Africa.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

The benefits provided for by the Fund shall not be transferable and any beneficiary who attempts to assign, transfer or otherwise cede or pledge or hypothecate his or her 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 applicant 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 applicant has failed to act upon proper medical advice, nor will payment be made for any prior period of more than 3 days before the applicant first interviewed his medical practitioner.

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 staff to assist in the administration of the Fund, fix their remuneration and define their duties;
- (b) refuse any, or all benefits to applicants who have acted in a manner calculated or reasonably likely to injure the interests of the Fund; provided that such applicant 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 of any sums due to the Fund;
- (e) where any beneficiary 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 case 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 of 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 Council.

- (c) Any employer may, in respect of his employees employed in the industry (or any of them) whose wages are not specified in the Main Agreement but who are in receipt of a basic weekly wage of not less than R6.40 per week, make application to the Fund to accept contributions from himself and such employees in accordance with clause 17 of this Agreement. Upon such application the management committee may agree under such conditions as it may determine, to receive contributions from that employer and those employees while employed by the same employer, and subject to such variations as may be prescribed by the management committee, the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and employees concerned and be observed by them as though applied by clause 1 of this Agreement.

10. AGENTE.

Die Raad mag een of meer aangewese persone as agente aanstel om by die uitvoering van die bepalinge van hierdie Ooreenkoms behulpsaam te wees, en elke werkgever en werknemer is verplig om dié persone toe te laat om dié ondersoek in te stel en deur te voer, en om dié dokumente, boeke, loonstate, tyd- en betaalstate na te gaan en om dié persone te ondervra en om alle sodanige stappe te doen 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 doen nie.

11. VERTONING VAN OOREENKOMS.

In die gebiede waar hierdie Ooreenkoms van toepassing is, moet elke werkgever 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika opplak en opgeplak hou in of op die plek waar sy werknemers werk.

12. VOORDELE NIE VERVREEMBAAR OF AAN BESLAGLEGGING ONDERWORPE NIE.

Die voordele waarvoor die Fonds voorsiening maak, is nie oordraagbaar nie, en die reg op voordele van enige werknemer wat trag om sy of haar reg oor te maak, oor te dra of andersins te verpand of te verhipoteker, word onmiddellik vir 'n tydperk van drie maande opgeskort.

13. EISE.

(1) Eise om siektebystandsvoordele uit die Fonds moet op die vorm wat deur die bestuurskomitee van tyd tot tyd voorgeskryf word, by die Fonds ingedien word, saam met 'n gedetailleerde doktersertifikaat in die voorgeskrewe vorm. Die koste van die sertifikaat moet deur die betrokke aansoeker gedra word. Met dien verstande egter dat die bestuurskomitee mag eis dat 'n onafhanklike mediese ondersoek ingestel word waarvan die koste 'n las teen die Fonds is.

(2) Die Fonds erken geen eis wat die werknemer nie binne 30 dae na die eerste afwesigheid van diens weens siekte indien nie; ook nie indien die werknemer versuim het om op behoorlike mediese advies te handel nie en geen bedrag word ten opsigte van enige vroeër tydperk van meer as drie dae voordat die werknemer vir die eerste maal sy mediese praktisyn geraadpleeg het, betaal nie.

14. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE.

Behoudens die algemene lasgewings 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 mag in die besonder—

- (a) personeel in diens neem om met die administrasie van die Fonds behulpsaam te wees, hul besoldiging vasstel en hul pligte omskryf;
- (b) weier om enige of alle bystand te verleen aan aansoekers wat gehandel het op 'n wyse wat bereken was om die Fonds skade te berokken, of wie se handelinge met redelike waarskynlikheid sodanige skade kan berokken: Met dien verstande dat sodanige aansoeker toegelaat word om voor die bestuurskomitee te verskyn om sy saak te stel;
- (c) uitgawes 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 begunstigde na die mening van die bestuurskomitee te veel voordele ontvang het, ondersoek laat instel en sodanige verdere voordele vir dié tydperk terughou wat die komitee mag vasstel.

15. VOORBEHOUDSBEPALINGS.

Ondanks enigiets in hierdie Ooreenkoms vervat—

- (a) het die bestuurskomitee die bevoegdheid om na goedvinde addisionele bystand aan werknemers te verleen in gevalle van ontbering as gevolg van siekte, en mag hy spesiale onderstand aan werknemers verleen by wyse van geldelike toekennings, lenings of andersins op dié voorwaardes wat hy van tyd tot tyd mag vasstel;
- (b) kan die bestuurskomitee vrystelling van engeen van die bepalinge van hierdie Ooreenkoms verleen volgens dié bepalinge en voorwaardes en in dié tydperke wat hy mag vasstel.

Daar moet by die Sekretaris van die Raad om vrystelling aansoek gedoen word.

- (c) Enige werkgever mag ten opsigte van sy werknemers werk- saam in die Nywerheid (of engeen van hulle) wie se loon nie in die Hoofdooreenkoms gespesifiseer word nie, maar wat 'n basiese weekloon van minstens R6.40 per week ontvang, by die Fonds aansoek doen om bydraes van homself en sodanige werknemers ooreenkomstig klousule 17 van hierdie Ooreenkoms te ontvang. By ontvangs van sodanige aansoek mag die bestuurskomitee op dié voor- waardes wat hy mag bepaal, toestem om bydraes van daardie werkgever en daardie werknemers te ontvang terwyl hulle by dieselfde werkgever in diens is, en behoudens dié veranderinge wat die bestuurskomitee mag voorskryf, is die bepalinge van hierdie Ooreenkoms daarna *mutatis mutandis* van toepassing op die betrokke werkgever en werknemers en moet dit deur hulle nagekom word asof sodanige bepa- lings by klousule 1 van hierdie Ooreenkoms toegepas word.

16. SICK PAY BENEFITS.

(a) Subject to paragraphs (b) to (m) of this clause, sick pay benefits shall be payable to employees as follows:—

(i) Employees other than apprentices and/or employees accepted under clause 15 (c).

Wage Group.	Sick Pay Benefits: Continuous Incapacity or Illness: Absences from Work.			
	First Week.	Second Week.	Third to Thirteenth Week, inclusive.	Next Thirteen Weeks.
Over R19.60 per week.....	R 12.00	R 14.00	R 17.00	R 8.50
Over R17.60 per week and up to R19.60.....	10.33	12.00	14.50	7.25
Over R15.60 per week and up to R17.60.....	9.50	11.00	13.25	6.63
Over R13.60 per week and up to R15.60.....	8.67	10.00	12.00	6.00
Over R11.60 per week and up to R13.60.....	7.83	9.00	10.75	5.38
Over R8.40 per week and up to R11.60.....	7.00	8.00	9.50	4.75

(ii) Apprentices and/or employees accepted under clause 15 (c).

Wage Group.	Sick Pay Benefits: Continuous Incapacity or Illness: Absences from Work.			
	First Week.	Second Week.	Third to Thirteenth Week, inclusive.	Next Thirteen Weeks.
Over R15 per week.....	R 12.00	R 14.00	R 17.00	R 8.50
Over R13 per week and up to R15.....	10.33	12.00	14.50	7.25
Over R11 per week and up to R13.....	9.50	11.00	13.25	6.63
Over R9 per week and up to R11.....	8.67	10.00	12.00	6.00
Over R7 per week and up to R9.....	7.83	9.00	10.75	5.38
Over R5 per week and up to R7.....	7.00	8.00	9.50	4.75
Over R3 per week and up to R5.....	6.17	7.00	8.25	4.13

(b) No sick pay benefits shall be payable 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 complete 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, but an employee shall become entitled to benefits as from the date he or she was due to commence work, giving due consideration to the fact that no payment is made in respect of the first week of any sickness or accident as set out in paragraph (b) above.

16. SIEKTEBYSTANDSVORDELE.

(a) Behoudens paragrawe (b) tot (m) van hierdie klousule moet siektebystandsvoordele soos volg aan werknemers betaal word:—

(i) *Werknemers, uitgesonderd vakleerlinge en/of werknemers, kragtens klousule 15 (c) aangeneem.*

Loongroep.	Siektebystandsvoordele: Voortdurende ongeskiktheid of siekte: Afwesigheid van werk.			
	Eerste week.	Tweede week.	Derde week tot en met der tiende week.	Volgende dertien weke.
Meer as R19.60 per week.....	R 12.00	R 14.00	R 17.00	R 8.50
Meer as R17.60 per week en tot R19.60.....	10.33	12.00	14.50	7.25
Meer as R15.60 per week en tot R17.60.....	9.50	11.00	13.25	6.63
Meer as R13.60 per week en tot R15.60.....	8.67	10.00	12.00	6.00
Meer as R11.60 per week en tot R13.60.....	7.83	9.00	10.75	5.38
Meer as R8.40 per week en tot R11.60.....	7.00	8.00	9.50	4.75

(ii) *Vakleerlinge en/of werknemers aangeneem kragtens klousule 15 (c).*

Loongroep.	Siektebystandsvoordele: Voortdurende ongeskiktheid of siekte: Afwesigheid van werk.			
	Eerste week.	Tweede week.	Derde week tot en met der tiende week.	Volgende dertien weke.
Meer as R15 per week.....	R 12.00	R 14.00	R 17.00	R 8.50
Meer as R13 per week en tot R15.....	10.33	12.00	14.50	7.25
Meer as R11 per week en tot R13.....	9.50	11.00	13.25	6.63
Meer as R9 per week en tot R11.....	8.67	10.00	12.00	6.00
Meer as R7 per week en tot R9.....	7.83	9.00	10.75	5.38
Meer as R5 per week en tot R7.....	7.00	8.00	9.50	4.75
Meer as R3 per week en tot R5.....	6.17	7.00	8.25	4.13

(b) Ingeval ongeskiktheid of afwesigheid van die werk weens siekte minder as een werkweek duur, word geen siektebystandsvoordele 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. Siektebystandsvoordele vir dae van afwesigheid weens siekte wat meer as 'n volle week of weke duur, moet *pro rata* volgens die getal dae van sodanige afwesigheid betaal word.

(c) Geen siektebystandsvoordele is betaalbaar ten opsigte van besoldigde openbare vakansiedae wat in die Ooreenkoms vir die Nywerheid gespesifiseer word nie, of ten opsigte van enige gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer verlofbesoldiging ontvang nie, maar 'n werknemer word geregtig op voordele vanaf die datum waarop hy of sy sou begin werk het, met behoorlike inagneming van die feit dat geen betaling ten opsigte van die eerste week van enige siekte of ongeluk, soos in paragraaf (b) hierbo gemeld, geskied nie.

Where an employee works a portion of the shift on the day he is first absent it shall count as a day of absence due to sickness, and that portion of the shift which is to be regarded as qualifying shift shall be paid for by the Fund.

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

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

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

- (i) Insanity, mental disorders or neurosis, alcoholism, the use of narcotics, venereal disease, self injury, attempted suicide.
- (ii) Engaging in hunting, mountaineering, or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from employees' normal work.
- (iii) The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft except as a fare-paying passenger on a regular schedule airline.
- (iv) Injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting.
- (v) Unless he observed all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness.
- (vi) In respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the Fund, or any illness directly connected with such ailment.
- (vii) Whilst undergoing special treatments recommended by persons other than a registered medical practitioner.
- (viii) If he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation.
- (ix) Any other activities not connected with his or her normal work as defined by the management committee.

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

(h) An employee engaged subsequently to the date of coming into operation of this Agreement shall not be eligible for sick pay benefits until 13 weeks' contributions have been made to the Fund by him or her; 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 on leaving the Industry shall immediately cease to be entitled to sick pay benefits.

(j) An employee leaving the Industry and subsequently returning to the Industry shall after 13 weekly contributions have been made to the Fund by him or her be eligible for sick pay benefits.

(k) No sick pay benefits shall be payable in respect of continuous periods of absence exceeding 26 weeks until such time as the employee shall have completed a further 52 weeks of employment, and for purposes of this section absences separated from each other by less than 26 weeks shall be deemed to be continuous.

(l) No member shall engage in employment, whether for remuneration or not during the period he is in receipt of benefits.

(m) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the management committee, he shall refund the benefits received.

17. CONTRIBUTIONS.

Each employer shall each week deduct from the wages 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 Secretary of 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. Cheques should be made payable to the "Sick Pay Fund".

(i) Employees other than Apprentices and/or Employees accepted under Clause 15 (c).

Wage Group.	Amount per Week. Cents.
Over R19.60 per week.....	20
Over R17.60 per week and up to R19.60.....	17
Over R15.60 per week and up to R17.60.....	15
Over R13.60 per week and up to R15.60.....	13
Over R11.60 per week and up to R13.60.....	12
Over R8.40 per week and up to R11.60.....	10

As 'n werknemer 'n gedeelte van die skof werk op die dag waarop hy vir die eerste keer afwesig is, tel dit as 'n dag wat hy afwesig is as gevolg van siekte, en moet daar vir daardie gedeelte van die skof, wat as die kwalifiserende skof beskou word, uit die Fonds betaal word.

(d) Geen siektebesoldiging is betaalbaar ten opsigte van enige siekte of ongeskiktheid wat binne die bestek van die bepaling van die Ongevalwet, 1941, val nie.

(e) Geen siektebystandsvoordele is aan vrouwerknemers betaalbaar ten opsigte van afwesigheid van die werk weens swangerskap of 'n bevalling nie.

(f) Geen siektebystandsvoordeel is aan 'n werknemer betaalbaar ten opsigte van die volgende nie:—

- (i) Kranksinnigheid, verstandelike gekrenktheid of neurose, alkoholisme, die gebruik van narkotiese middels, veneriese siekte, selfbesering, poging tot selfmoord;
- (ii) deelname aan jag, bergklim of wedrenne op wiele, professionele sport, motorfietsry, uitgesonderd motorfietsry na of van die werknemer se gewone werkplek af;
- (iii) die verrigting van enige onwettige daad, diens by die gewapende magte, vlieg of poging tot vlieg in 'n vliegtuig, uitgesonderd as 'n betalende passasier op 'n vasgestelde lugdiens;
- (iv) besering wat deur enige militêre of oorweldigingsmag veroorsaak word (of daar 'n oorlogsverklaring was of nie) of deur oproer of burgerlike onluste of deelname aan gevegte;
- (v) tensy hy alle redelike instruksies of aanbevelings van sy mediese praktisyn nagekom het om die voortduur of herhaling van 'n siekte te voorkom;
- (vi) ten opsigte van enige wanskapenheid, chroniese siekte of ander kwaal waaraan hy gelyk het toe hy lid van die Fonds geword het, of enige siekte wat regstreeks met sodanige kwaal verband hou;
- (vii) terwyl hy spesiale behandeling ontvang wat deur ander persone as 'n geregistreerde mediese praktisyn aanbeveel is;
- (viii) as hy 'n besering opdoen, hetsy opsetlik of per ongeluk, ten opsigte waarvan 'n derde party aanspreeklik is om skadeloosstelling te betaal en dit ook betaal;
- (ix) of enige ander bedrywighede wat nie in verband staan met sy of haar gewone werk soos deur die bestuurskomitee omskryf nie.

(g) Geen siektebystandsvoordele is aan werknemers betaalbaar gedurende die tydperk wanneer hulle geregtig is om werkloosheidsbystandsvoordele te ontvang wat binne die bestek van die Werkloosheidsversekeringswet val nie.

(h) 'n Werknemer wat in diens geneem word na die datum waarop hierdie Ooreenkoms in werking tree, kom nie vir siektebystandsvoordele in aanmerking voordat hy of sy 13 weke lank bydraes in die Fonds gestort het nie. Met dien verstande dat vorige bydraes wat deur 'n tydperk van werkloosheid of deur 'n verandering van werkgever binne die Nywerheid, beëindig is, as kwalifiserende bydraes tel.

(i) Werknemers wat die Nywerheid verlaat, hou onmiddellik op om op siektebystandsvoordele geregtig te wees.

(j) 'n Werknemer wat die Nywerheid verlaat en daarna weer na die Nywerheid terugkeer, kom vir siektebystandsvoordele in aanmerking wanneer hy of sy 13 weeklikse bydraes in die Fonds gestort het.

(k) Geen siektebystandsvoordele is ten opsigte van aaneenlopende tydperke van afwesigheid van meer as 26 weke betaalbaar voordat die werknemer nog 52 weke diens voltooi het nie, en vir die toepassing van hierdie klousule word tydperke van afwesigheid wat deur minder as 26 weke van mekaar geskei word, geag deurlopend te wees.

(l) Gedurende die tydperk wat hy bystandsvoordele ontvang, mag geen lid diens doen nie, hetsy met of sonder besoldiging.

(m) Indien 'n lid enige besoldigde beroep sonder die toestemming van die bestuurskomitee beoefen gedurende die tydperk wat hy bystandsvoordele ontvang, moet hy die bystandsvoordele wat hy ontvang het, terugbetaal.

17. BYDRAES.

Elke werkgever moet weekliks van die loon van elkeen van sy werknemers wat deur hierdie Ooreenkoms gedek word, die bedrag aftrek wat in die lys hieronder genoem word. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en voor of op die 15de dag van elke maand moet hy die totale bedrag vir die voorafgaande maand, saam met die vorm wat die bestuurskomitee van tyd tot tyd voorskryf, aan die Sekretaris van die Raad stuur. Tjeks moet aan die Siektebystandsfonds uitgemaak word.

(i) Werknemers, uitgesonderd vakleerlinge en/of werknemers, kragtens klousule 15 (c) aangeneem.

Loongroep.	Bedrag per week. Sent.
Meer as R19.60 per week.....	20
Meer as R17.60 per week en tot R19.60.....	17
Meer as R15.60 per week en tot R17.60.....	15
Meer as R13.60 per week en tot R15.60.....	13
Meer as R11.60 per week en tot R13.60.....	12
Meer as R8.40 per week en tot R11.60.....	10

(ii) *Apprentices and/or Employees accepted under Clause 15 (c).*

<i>Wage Group.</i>	<i>Amount per Week. Cents.</i>
Over R15 per week.....	20
Over R13 per week and up to R15.....	17
Over R11 per week and up to R13.....	15
Over R9 per week and up to R11.....	13
Over R7 per week and up to R9.....	12
Over R5 per week and up to R7.....	10
Over R3 per week and up to R5.....	9

18. *EMPLOYEE'S IDENTIFICATION CARD.*

1. An employee's identification card shall be issued by the Council to each employee contributing to the Sick Pay Fund as evidence of his or her registration as a contributor and such card shall not be transferable.

2. These cards shall remain the property of the Fund and shall be surrendered to the Council when an employee ceases to contribute to the Fund.

3. A record card in the form to be prescribed by the management committee from time to time shall be issued to the employer in respect of each employee who is a contributor to the Fund, to be retained by the employer until the employee ceases to be employed by him, whereupon the employer shall complete the card and immediately return it to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 805-807 Monte Carlo, Heerengracht, Foreshore, Cape Town.

19. *INDEMNITY.*

The members of the management committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about bona fide discharge of their duties.

20. *DISPUTES.*

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Fund, which the management committee is unable to settle shall be referred to the Council for a decision and any contributor shall have the right to appeal to the Council against a decision of the management committee.

Signed at Cape Town for and on behalf of the parties on this 5th day of July, 1962.

F. D. OPPERMAN, *Chairman.*

J. P. ARNOT, *Vice-Chairman.*

W. R. PENGELLY, *Secretary.*

(ii) *Vakleerlinge en/of werknemers aangeneem kragtens klousule 15 (c).*

<i>Loongroep.</i>	<i>Bedrag per week. Sent.</i>
Meer as R15 per week.....	20
Meer as R13 per week en tot R15.....	17
Meer as R11 per week en tot R13.....	15
Meer as R9 per week en tot R11.....	13
Meer as R7 per week en tot R9.....	12
Meer as R5 per week en tot R7.....	10
Meer as R3 per week en tot R5.....	9

18. *WERKNEMER SE IDENTIFIKASIEKAART.*

1. 'n Werknemer se identifikasiekaart moet deur die Raad aan elke werknemer uitgereik word wat tot die Siektebystandsfonds bydra, as bewys van sy of haar registrasie as bydraer, en sodanige kaart is nie oordraagbaar nie.

2. Hierdie kaarte bly die eiendom van die Fonds en moet aan die Raad terugbesorg word wanneer 'n werknemer ophou om tot die Fonds by te dra.

3. 'n Rekordkaart in die vorm wat van tyd tot tyd deur die bestuurskomitee voorgeskryf word, moet aan die werkgewer ten opsigte van elke werknemer uitgereik word wat tot die Fonds bydra en dit moet deur die werkgewer bewaar word totdat die werknemer nie meer by hom in diens is nie; dan moet die werkgewer die kaart invul en dit onmiddellik terugstuur aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Monte Carlo-gebou 805-807, Heerengracht, Strandgebied, Kaapstad.

19. *VRYWARING.*

Die lede van die bestuurskomitee en die amptenare en werknemers van die Fonds is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie en hierby word hulle deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hul pligte.

20. *GESKILLE.*

Enige geskille betreffende die uitleg, betekenis of bedoeling van enige bepalings van hierdie Ooreenkoms of betreffende die administrasie van die Fonds, wat die bestuurskomitee nie in staat is om te besleg nie, moet na die Raad vir 'n beslissing verwys word en enige bydraer het die reg om by die Raad te appelleer teen 'n beslissing van die bestuurskomitee.

Namens die partye op hede die 5de dag van Julie 1962 in Kaapstad onderteken.

F. D. OPPERMAN, *Voorsitter.*

J. P. ARNOT, *Ondervoorsitter.*

W. R. PENGELLY, *Sekretaris.*

The Mineral Resources of South Africa

The fourth edition of *The Mineral Resources in South Africa*

is now available

Price R3.33

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Die Delfstowwe van Suid-Afrika

Die vierde uitgawe van *Die Delfstowwe van Suid-Afrika*

is nou beskikbaar

Prys R3.33

VERKRYGBAAR VAN DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD