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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 203 11 Februarie 1977

WET OP NYWERHEIDSVERSOENING, 1956

**ELEKTROTEGNIËSE NYWERHEID, NATAL.—
SIEKTEBYSTANDSFONDSOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1979 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

**NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE
NYWERHEID (NATAL)**

SIEKTEBYSTANDSFONDS

OOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
en die

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association
en die

Amalgamated Engineering Union,

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

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 203 11 February 1977

INDUSTRIAL CONCILIATION ACT, 1956

**ELECTRICAL INDUSTRY, NATAL.—SICK PAY
FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1979, 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY (NATAL)**

SICK PAY FUND

AGREEMENT

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

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
and the

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

South African Electrical Workers' Association
and the

Amalgamated Engineering Union

(hereinafter referred to as the "employees" or the "trade unions"),
of the other part,
being parties to the Industrial Council for the Electrical Industry (Natal).

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1. TOEPASSINGSBESTEK

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

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

(b) die provinsie Natal en die landdrosdistrik Mount Currie in die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers wat engeen van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens 80c per uur in die Hoof-ooreenkoms.

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

(a) vakleerlinge, afgesien van hul lone; en

(b) alle werknemers wat in diens is in ambagswerkprosesse en 'n loon ontvang van minstens R1,42 per uur of wat 'n loon van minstens R63,90 per week of R276,90 per maand ontvang, uitgesonderd besoldiging vir oortydwerk: Met dien verstande dat vir die betaling van bydraes deur die werkgewer en sodanige werknemer ingevolge klousule 17 en/of betaling van siektebystand ingevolge klousule 16, die loongroep van die werknemer soos volg bepaal moet word:

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

(4) Indien die Hoof-ooreenkoms gedurende die geldigheids-termy van hierdie Ooreenkoms weens verloop van tyd vervallig of om enige ander rede gestaak word, moet die klasse werk en lone in die Hoof-ooreenkoms gespesifiseer, geag word die klasse werk en die minimum lone vir die toepassing van hierdie Ooreenkoms te wees.

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;
"vakleerling" 'n werknemer wat in diens is ooreenkomstig 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is en sluit 'n minderjarige in wat ingevolge genoemde Wet op proef in diens is;
"bydrae" die bedrae wat ingevolge klousule 17 betaalbaar is;

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

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

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

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

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellawerk, die lê van kables, die

1. SCOPE OF APPLICATION

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

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

(b) the Province of Natal and in the Magisterial District of Mount Currie in the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees employed on any of the classes of work scheduled at a rate of not less than 80c per hour in the Main Agreement.

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

(a) apprentices, irrespective of their wage rates; and

(b) all employees employed in operative processes and receiving a rate of pay of not less than R1,42 per hour or paid at a rate of not less than R63,90 per week or R276,90 per month, excluding any payment for overtime: Provided that for purposes of the payment of contributions by the employer and any such employee in terms of clause 17 and/or payment of sick pay benefits in terms of clause 16, the wage group of the employee shall be determined as follows:

If paid by the week—his ordinary weekly wage;

if paid by the month—his monthly salary divided by four and one-third.

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

2. PERIOD OF OPERATION

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944, and includes a minor employed on probation in terms of the said Act;

"contribution" means the amounts payable in terms of clause 17;

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

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

(a) The design, preparation, erection, installation, repair 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 structures or elsewhere;

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

aanleg van bognondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk of die materiaal onderskeidelik op die terrein van die gebou of bouwerk of elders verrig of berei word;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van bedrading, kabel-laswerk, die lê van kables, die aanleg van bognondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan; en vir die toepassing van hierdie omskrywing omvat "elektriese uitrusting"—

(i) elektriese kables en bognondse lyne;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) electrical cables and overhead lines;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Hoofdooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 612 van 9 April 1976 of enige daaropvolgende ooreenkoms en sluit enige wysiging of verlenging daarvan in;

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

4. VOORTSETTING VAN SIEKTEBYSTANDSFONDS

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

(2) Die Fonds bestaan uit—

(a) alle bydraes wat deur werkgewers en lede ooreenkomsig klousule 17 van hierdie en vorige siektebystandsfondsooreenkoms betaal is;

(b) alle rente verkry uit die belegging van gelde van die fonds; en

(c) alle gelde waarop die Fonds geregtig mag word.

5. OOGMERKE

Die oogmerke van die Fonds is om bystand te verskaf soos in klousules 15 en 16bis van hierdie Ooreenkoms voorgeskryf.

6. ADMINISTRASIE

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

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

7. FINANSIËLE BEHEER

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

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

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

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

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

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

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

(8) Die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n rekening van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat van

"Main Agreement" means the Agreement published under Government Notice R. 612 of 9 April 1976 or any succeeding agreement and includes any amendment or extension thereof;

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

4. CONTINUATION OF SICK PAY FUND

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

(2) The Fund shall consist of—

(a) all contributions paid by employers and members into the Fund in accordance with clause 17 of this and previous sick pay fund agreements;

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

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

5. OBJECTS

The objects of the Fund shall be to provide benefits as prescribed in clauses 15 and 16bis of this Agreement.

6. ADMINISTRATION

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

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

7. FINANCIAL CONTROL

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

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

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

(4) All moneys regarded by the Management Committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or in stock of the Government of the Republic of South Africa or local government stocks on such conditions as may be determined by the Management Committee from time to time, or in any other manner approved by the Industrial 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 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 31 December in each year the Management Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31

die Fonds se bates en laste, wat deur die ouditeur gesertifiseer moet word, opstel en dit saam met 'n verslag van die ouditeur daaroor aan die Uitvoerende Komitee voorlê vir deursending aan die Raad.

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

8. LIKWIDASIE

By verval van die Ooreenkoms weens verloop van tyd of om enige ander rede en tensy dit binne ses maande hernieu of vervang word deur 'n ander ooreenkoms waarby die Fonds voortgesit word, of as die Raad nie die Fonds ooreenkomstig klousule 11 aan 'n ander Fonds oordra wat vir dieselfde doel gestig is nie, moet daar trustees aangestel word om betalings uit die Fonds voort te sit asof die Ooreenkoms nog bestaan, d.w.s. om 'eise vir bystand ooreenkomstig die verstreke ooreenkoms, alle krediteure, administrasie- en likwidasielaste uit te betaal tot tyd en wyl die geld in die Fonds gedaan is. Sodanige trustees moet deur die Uitvoerende Komitee aangestel word, en as die Komitee nie daartoe in staat is nie of onwillig is om genoemde trustees aan te stel, kan die Registrateur trustees aanstel om met die Fonds te handel soos hierbo bepaal.

9. AGENTE

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

10. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika aanbring en hou in of op die plek waar sy werknemers werk.

11. VERSTRYKING VAN DIE OOREENKOMS

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

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

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

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

12. BYSTAND NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE

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

December and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with any report by the auditor thereon to the Executive Committee for transmission to the Council.

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

8. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within six months it is renewed or replaced by another agreement perpetuating the Fund, or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of clause 11, 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 and if the Committee should be unable or unwilling to appoint the said trustees the Registrar may appoint trustees to deal with the Fund in the aforesaid manner.

9. AGENTS

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

10. EXHIBITION OF AGREEMENT

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

11. EXPIRY OF THE AGREEMENT

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

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

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

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

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

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

13. EISE

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

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

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

14. BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE

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

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

(b) bystand geheel en al of gedeeltelik weier aan 'n werknemer wat gehandel het op 'n manier wat daarop bereken is om die belange van die Fonds te skaad of na alle redelike waarskynlikheid so 'n uitwerking sal hê: Met dien verstande dat sodanige werknemer toegelaat moet word om voor die Bestuurskomitee te verskyn om sy saak te stel;

(c) uitgewes uit die Fonds goedkeur;

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

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

15. VOORBEHOUDSBEPALINGS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms—

(a) het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van nooddruf as gevolg van siekte en kan hy deur middel van geldelike toelaes, lenings of andersins spesiale bystand aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd mag bepaal;

(b) kan die Bestuurskomitee vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal. Aansoeke om vrystelling moet gerig word aan die Sekretaris van die Raad, Posbus 722, Durban, 4000;

(c) kan 'n werkgewer ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Hoof-ooreenkoms vasgestel word nie, dog wat 'n loon ontvang van minstens 80c per uur of besoldig word teen minstens R36 per week of minstens R156 per maand, uitgesonderd enige besoldiging vir oortydwerk, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigeen van hulle) ooreenkomstig klousule 17 aan te neem, mits daar onderling in dié voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgewer te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van hierdie Ooreenkoms op hulle van toepassing gemaak is;

(d) kan die Bestuurskomitee voorskotte doen aan werknemers wat beserings op diens opdoen in gevalle waar sodanige besering by die Ongevallekommissaris aangemeld moet word ingevolge die Ongevallewet, 1941, en die voorwaardes stel waarop voorskotte gedoen kan word en die wyse waarop terugbetalings moet geskied, al na die Komitee van tyd tot tyd mag besluit.

13. CLAIMS

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

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

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

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

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

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

(b) refuse any or all benefits to employees who have acted in the manner calculated or reasonably likely to injure the interests of the Fund: Provided that such employee shall be permitted to appear before the Management Committee to state his case;

(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 inquiry 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 of this Agreement under such terms and conditions and for such periods as it may determine. Application for exemption shall be made to the Secretary of the Council, P.O. Box 722, Durban, 4000;

(c) an employer may, in respect of his employees employed in the Industry whose wages are not specified in the Main Agreement but who are receiving remuneration at a rate of not less than 80c per hour or paid at a rate of not less than R36 per week or R156 per month, excluding any payment for overtime, by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of clause 17. Upon receipt of such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by clause 1 of this Agreement;

(d) the Management Committee may make advances to employees injured on duty in cases where such injury is reportable to the Workmen's Compensation Commissioner as required by the Workmen's Compensation Act, 1941, and lay down the terms and conditions under which advances shall be made and the manner in which recoveries shall be effected as it may from time to time decide.

16. SIEKTEBYSTAND

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

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	R per week	R per week	R per week
Oor R96.....	45	46	49
Oor R78 en tot R96.....	41	42	45
Oor R64 en tot R78.....	34	35	38
Oor R50 en tot R64.....	29	30	32
R50 en minder.....	24	25	27

(b) Geen siektebystand word betaal ten opsigte van ongeskiktheid of afwesigheid van die werk weens siekte van minder as een werkweek nie. 'n Week bestaan uit vyf agtereenvolgende werkdade in die geval van werknemers wat vyf dae per week werk en ses agtereenvolgende werkdade in die geval van werknemers wat ses dae per week werk. Siektebystand vir dae afwesigheid weens siekte wat 'n volle week te bowe gaan, word op 'n pro rata-grondslag betaal na gelang van die getal dae van sodanige afwesigheid.

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

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

(ii) die kwalifikasie vir spesiale siektebystand ingevolge hierdie subklousule dieselfde is as dié wat vir siekteverlof voorgeskryf word in subklousules (1) (a) en (b), (6) en (7) van klousule 22 van Deel I van die Hoofdooreenkoms;

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

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

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

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

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

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

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

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

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

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

16. SICK PAY BENEFITS

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

Actual wage group per week	Sick pay benefits		
	1st to 4th week	5th to 18th week	19th to 30th week
	R per week	R per week	R per week
Over R96.....	45	46	49
Over R78 and up to R96.....	41	42	45
Over R64 and up to R78.....	34	35	38
Over R50 and up to R64.....	29	30	32
R50 and under.....	24	25	27

(b) Sick pay benefits shall be paid for incapacity or absences from work on account of illness of not less than one working week. A week shall constitute five consecutive working days for five-day working week employees and six consecutive working days for six-day working week employees. Sick pay benefits for days of absence on account of sickness in excess of a completed week or weeks shall be paid pro rata to the number of days of such absences.

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

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

(ii) the qualification for special sick pay benefits under this subclause shall be as prescribed for sick leave in subclauses (1) (a) and (b), (6) and (7) of clause 22 of Part I of the Main Agreement;

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

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

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

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

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

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

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

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

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

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

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

(i) Alkoholisme of die gebruik van verdowingsmiddels;

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

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

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

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

(i) Werknemers is nie op siektebystand geregtig totdat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is nie: Met dien verstande dat bydraes wat beëindig is deur 'n tydperk van werkloosheid of 'n verandering van werkgever binne die Nywerheid, as kwalifiserende bydraes tel.

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

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

16bis. BEGRAFNISBYSTAND

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

17. BYDRAES

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

Loongroep per week	Bedrag per week
	c
Oor R96.....	26
Oor R78 en tot R96.....	24
Oor R64 en tot R78.....	22
Oor R50 en tot R64.....	19
R50 en minder.....	14

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

(3) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die onmiddellik daaropvolgende maand aan die Sekretaris van die Raad, Posbus 722, Durban, 4000, gestuur word.

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

Namens die partye op hede die 6de dag van Julie 1976 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

G. A. EWER, Ondervoorsitter van die Raad.

J. R. MARWICK, Sekretaris van die Raad.

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

(i) Alcoholism or the use of narcotics;

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

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

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

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

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

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

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

16bis. FUNERAL BENEFIT

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

17. CONTRIBUTIONS

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

Wage group per week	Amount per week
	c
Over R96.....	26
Over R78 and up to R96.....	24
Over R64 and up to R78.....	22
Over R50 and up to R64.....	19
R50 and under.....	14

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

(3) The amount payable each month in terms of this clause shall be forwarded to the Secretary of the Council, P.O. Box 722, Durban, 4000, by not later than the 15th day of the month immediately following.

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

Signed at Durban on behalf of the parties this 6th day of July 1976.

B. NICHOLSON, Chairman of the Council.

G. A. EWER, Vice Chairman of the Council.

J. R. MARWICK, Secretary of the Council.

No. R. 204

11 Februarie 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

ELEKTROTEGNIJSE NYWERHEID, NATAL

Ek, Stephanus Petrus Botha, Minister van Arbeid, stel hierby, ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 203 van 11 Februarie 1977 ingevolge die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat kragtens genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 204

11 February 1977

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

ELECTRICAL INDUSTRY, NATAL

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 203 of 11 February 1977 may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Labour.

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