



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2729

PRYS 20c PRICE
 OORSEE 30c OVERSEAS
 POSVRY — POST FREE

REGULATION GAZETTE No. 2729

As 'n Nuusblad by die Poskantoor Geregistreer

Registered at the Post Office as a Newspaper

Vol. 163]

PRETORIA, 26 JANUARIE 1979
 JANUARY

[No. 6284

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 117

26 Januarie 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—SIEKTEBYSTANDSFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Februarie 1979 en vir die tydperk wat op 30 November 1980 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; en

(b) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 9 van Deel I en Deel II, met ingang van 1 Februarie 1979 en vir die tydperk wat op 30 November 1980, eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5899—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 117

26 January 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—SICK PAY FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 February 1979 and for the period ending 30 November 1980, 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 section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from 1 February 1979 and for the period ending 30 November 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 9 of Part I and Part II, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

6284—1

BYLAE

OOREENKOMS

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

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State Foundry Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

DEEL I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms is van toepassing en moet nagekom word oral in die Republiek van Suid-Afrika deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

(2) Indien die Nywerheidsooreenkomste gedurende die geldigheidsstermyn van hierdie Ooreenkoms weens verloop van tyd verval of om enige ander rede gestaak word, word die klasse werk en lone in genoemde Nywerheidsooreenkomste gespesifiseer, geag die klasse werk en die minimum lone vir die toepassing van hierdie Ooreenkoms te wees.

SCHEDULE

AGREEMENT

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

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State Foundry Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

PART I

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall apply to and be observed throughout the Republic of South Africa by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions respectively.

(2) In the event of the expiry of the Industrial Agreements 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 said Industrial Agreements shall be deemed to be the classes of work and minimum rates of pay for purposes of this Agreement.

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 tot 30 November 1980 of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsvoorsiening, 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 dié samehang, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

“vakleerling” ’n werknemer wat diens doen ingevolge ’n skriftelike leerlingskontrak wat deur die Raad erken word of ’n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

“Raad” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

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

“Nywerheids-ooreenkomste” enige loonooreenkoms wat in die Nywerheid van krag is, met inbegrip van enige latere ooreenkomste en/of enige verlengings of wysigings daarvan;

“Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid” of “Nywerhede” (behoudens die bepalings van die Afbakeningsvastellings gemaak kragtens artikel 76 van die Wet) die nywerhede betrokke by die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metaal (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of -afval en/of residu's; die onderhoud, fabrisering, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal (uitgesonderd edelmetaal) bestaan of dele of komponente daarvan en struktuurmetaalwerk, met inbegrip van staal-wapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metaal (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, afbik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en Plastieknywerheid, maar nie die Motornywerheid nie;

“Elektrotegniese Ingenieursnywerheid”—

(a) die vervaardiging en/of montering, uit samestellende dele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relê's, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroings- en verkoelingsuitrusting, transformators, oonduitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit die vervaardiging van samestellende dele van voornoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting genoem in paragraaf (a) hierbo, in die provinsie Transvaal, maar nie ook die Elektrotegniese Aannemingsnywerheid nie;

“Elektrotegniese Aannemingsbedryf” die ontwerp, voorbereiding (uitgesonderd vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak en die herstel en/of onderhoud van sodanige installasies, met inbegrip van kabellasterwerk en elektriese bedrading wat daarmee in verband staan;

“Hyser- en Roltrapnywerheid” die vervaardiging en/of inmeekaarsit en/of installering en/of herstel van elektriese hysers en roltrappe;

“Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1112 van 2 Junie 1978 of enige latere ooreenkoms, en sluit dit enige wysiging of verlenging daarvan in;

“Motornywerheid” die Motornywerheid soos omskryf in die Hofooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid gepubliseer by Goewermentskennisgewing R. 1112 van 2 Junie 1978;

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 until 30 November 1980 or such date 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;

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

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

“Industrial Agreements” means any wage agreement operative in the Industries, including any succeeding agreements and/or any extensions and/or amendments thereof;

“Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Act) the industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals), and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry, but does not include the Motor Industry;

“Electrical Engineering Industry” means—

(a) the manufacture and/or assembly from component parts of electrical equipment, namely, generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Province of the Transvaal, but does not include the Electrical Contracting Industry;

“Electrical Contracting Industry” means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith;

“Lift and Escalator Industry” means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

“Main Agreement” means the Agreement published under Government Notice R. 1112 of 2 June 1978 or any succeeding agreement, and includes any amendment or extension thereto;

“Motor Industry” means the Motor Industry as defined in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industries published under Government Notice R. 1112 of 2 June 1978;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik uit plastiek, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekplaatmateriaal gemaak word, naamlik klerasie, sakke en handsakke, stewels, skoene, oorskoene, oortreksels en hortjieblindings van plastiek;

"plastiek" enigee van die groep materiale wat 'n organiese stof met 'n groot molekulêre massa as 'n noodsaaklike bestanddeel bevat of daaruit bestaan en wat, hoewel dit in die afgewerkte stadium solied is, in die een of ander stadium gedurende die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer, uitgedruk of in verskillende vorms gegiet is of gegiet kan word deur middel van vloeiing, gewoonlik deur die toediening, hetsy alleen of gesamentlik, van hitte en druk;

"edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of enige legering wat genoemde edelmetale of enigee daarvan in sodanige verhouding tot 'n ander metaal bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

"Streekraad" 'n komitee wat as sodanig deur die Raad aangestel is ooreenkomstig sy konstitusie;

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 513, Heerengracht, Strandgebied, Kaapstad;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen, 5200, of Carmelhuys, Gladstonestraat 7-9, Oos-Londen;

"Streek C" die provinsie Natal en ten opsigte van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine Parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Noordeinde, Port Elizabeth;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of "Amaleng", Devilliersstraat 8, Johannesburg;

"Streek F" die provinsie die Oranje-Vrystaat, uitgesonderd die landdrostdistrikte Parys en Sasolburg, dog met inbegrip van die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg en Warrenton, en ten opsigte

"Plastics Industry" means the manufacture of articles or parts or articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic venetian blinds;

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which, while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metal to be the greater part in value of such alloy;

"Regional Council" means any committee appointed as such by the Council in terms of its Constitution;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuil's River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdal, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 513, Heerengracht, Foreshore, Cape Town;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London.

"Region C" means the Province of Natal, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordnance Road, Durban;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset West, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Northend, Port Elizabeth;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or "Amaleng", 8 De Villiers Street, Johannesburg;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg and Warrenton, and for the purposes of these particular areas the

van hierdie bepaalde gebiede is die adres van die Streekraad: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 41, M.B.A.-bousentrumgebou, Bokstraat 44d, Welkom;

“loongroep”, in die geval van ’n werknemer wie se klas werk in engeen van die Nywerheidsooreenkomstige gelys 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 engeen van die Nywerheidsooreenkomstige gespesifiseer word nie, die werklike loon van die werknemer, uitgesonderd betaling vir oortydwerk of enige ander besoldiging.

4. VOORTSETTING VAN SIEKTEBYSTANDS-FONDS

(1) Die Siektebystandsfonds van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (hierna die “Siektebystandsfonds” of die “Fonds” genoem), oorspronklik gepubliseer by Goewermentskennisgewing 1798 van 9 September 1955, word hierby voortgesit.

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

(2) Skema A bestaan uit—

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

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

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

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

(3) Skema B bestaan uit—

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

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

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

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

5. OOGMERKE

Die oogmerke van die Fonds is om voordele te verskaf soos in Deel II en Deel III van hierdie Ooreenkoms voorgeskryf.

6. ADMINISTRASIE

(1) Die beheer oor en die administrasie van die Fonds berus by ’n Bestuurskomitee wat bestaan uit een lid benoem deur elke vakvereniging wat ’n party by hierdie Ooreenkoms is en ’n gelyke getal werkgewerslede wat deur die werkgewersorganisasies gesamentlik benoem is. Daar mag plaasvervangers benoem word indien die Komitee dit nodig ag. As die Bestuurskomitee om 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 en om sodanige subkomitee(s) as wat hy goed ag, aan te stel om te help met die administrasie van die Fonds.

Kopieë van die reëls en van alle wysigings daarvan, wat nie met 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 Bestuurskomitee moet toesien dat volledige en ware rekenings van die Fonds gehou word met afsonderlike rekenings vir Skema A en Skema B.

(2) Die betaling van bystand ooreenkomstig Skema A of Skema B, na gelang van die geval, moet opgeskort word wanneer die bedrag wat in die krediet van die onderskeie skema staan, tot minder as R6 000 daal, en uitbetalings mag nie hervat word nie totdat die bedrag wat in die krediet van daardie skema staan, R10 000, beloop: Met dien verstande dat, wanneer die betaling van bystand hervat word, eise wat gedurende sodanige tydperk van opskorting ingedien is, uit daardie skema betaal moet word in die volgorde waarin hulle ontvang is.

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

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

address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 41, M.B.A. Bousentrum Buildings, 44d Bok Street, Welkom;

“wage group” means, in the case of an employee whose class of work is scheduled in any of the Industrial Agreements, 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 any of the Industrial Agreements means the actual wage of the employee, excluding overtime payments or any other remuneration.

4. CONTINUATION OF SICK PAY FUND

(1) The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry Sick Pay Fund (hereinafter referred to as the “Sick Pay Fund” or the “Fund”) originally published under Government Notice 1798 of 9 September 1955 is hereby continued.

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

(2) Scheme A shall consist of—

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

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

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

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

(3) Scheme B shall consist of—

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

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

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

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

5. OBJECTS

The objects of the Fund shall be to provide benefits as prescribed in Part II and Part III of this Agreement.

6. ADMINISTRATION

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

(2) The Management Committee shall have the power to make and alter rules governing the administration of the Fund and to appoint such subcommittee/s as it may deem fit to assist in the administration of the Fund.

Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL

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

(2) Benefits under Scheme A or Scheme B, as the case may be, shall be suspended whenever the amount standing to the credit of the respective scheme falls below R6 000 and payments shall not recommence until the amount standing to the credit of that scheme 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 from that scheme in the order in which they were received.

(3) 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.

(4) 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.

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

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

(7) 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.

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

(9) Die Bestuurskomitee moet so gou moontlik na 31 Desember elke jaar 'n rekening van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat van die Fonds se bates en laste, wat deur die ouditeur gesertifiseer moet word, opstel en dit saam met 'n verslag van die ouditeur daarvoor aan die Uitvoerende Komitee voorlê vir deursending aan die Raad.

(10) Die gesertifiseerde rekenings en staat en die verslag van die ouditeur daarvoor moet op die hoofkantoor van die Raad ter insae lê. Die gesertifiseerde rekening en staat, mede-onderteken deur die Voorsitter van die Raad, tesame met die verslag van die ouditeur daarvoor, moet binne drie maande na afloop van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word.

8. LIKWIDASIE EN BEREDDERING

(1) By verval van die Ooreenkoms weens verloop van tyd of om enige ander rede en tensy dit binne twee jaar hernieu of vervang word deur 'n ander ooreenkoms waarby die Fonds, of Skema A of Skema B daarvan, voortgesit word, of as die Raad nie die Fonds, of Skema A of Skema B daarvan, ooreenkomstig 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 soos ooreenkomstig Skema A en/of Skema B bepaal, asof die Ooreenkoms nog bestaan, d.w.s. om eise vir bystand, ooreenkomstig die verstrekte Ooreenkoms, alle krediteure, administrasie- en likwidasielaste uit te betaal tot tyd en wyl die geld in die krediet van Skema A en/of Skema B van die Fonds, na gelang van die geval, uitgeput is. Sodanige trustees moet deur die Uitvoerende Komitee aangestel word, en as die Komitee nie daartoe in staat is nie of onwillig is om genoemde trustees aan te stel, kan die Registrateur trustees aanstel om met die Fonds te handel soos hierbo bepaal.

(2) Indien daar te eniger tyd omstandighede ontstaan wat na die mening van die Bestuurskomitee dit wenslik of nodig maak dat die Fonds, of Skema A of Skema B, gelikwdeer word, moet die Bestuurskomitee met die afsonderlike goedkeuring van 'n eenvoudige meerderheid van die werkgewersorganisasies en 'n eenvoudige meerderheid van die vakverenigings gemagtig word om die Fonds, of Skema A of Skema B, na gelang van die geval, te likwideer, en in so 'n geval moet daar met die bates van Skema A en/of Skema B, na gelang van die geval, wat meer is as die laste van die betrokke skema, gehandel word op die wyse wat die Bestuurskomitee, met die afsonderlike goedkeuring van 'n eenvoudige meerderheid van die werkgewersorganisasies en 'n eenvoudige meerderheid van die vakverenigings, mag 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 dié 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 aangebring hou in of op die plek waar sy werknemers werk.

(5) All moneys regarded by the Management Committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or in stock of the Government of the Republic of South Africa, including National Defence Bonds, or in local government stocks or in mortgage bonds and/or mortgage investments on such conditions as may be determined by the Management Committee from time to time.

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

(7) 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.

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

(9) As soon as possible after 31 December in each year the Management Committee shall prepare an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with any report by the auditor thereon to the Executive Committee for transmission to the Council.

(10) 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 AND WINDING UP

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

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

9. AGENTS

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

10. 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. VERSTRYKING VAN DIE OOREENKOMS

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

(2) Indien hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verval, moet die Fonds nog deur die Bestuurskomitee wat die laaste as sodanig diens gedoen het, geadministreer word totdat daarmee of ooreenkomstig klousule 8 gehandel is, of dit deur die Raad na 'n ander fonds oorgedra is wat vir dieselfde doel ingestel is as dié waarvoor hierdie Fonds gestig is: Met dien verstande dat daar ooreenkomstig hierdie subklousule met Skema A en Skema B afsonderlik gehandel kan word.

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

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

12. BYSTAND NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE

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

13. EISE

(1) Eise om siektebystand en/of spesiale siektebystand uit die Fonds moet by die Fonds ingedien word op die vorm wat die Bestuurskomitee van tyd tot tyd voorskryf en moet vergesel gaan van 'n breedvoerige mediese sertifikaat in die voorgeskrewe vorm. Die koste van die mediese sertifikaat moet deur die betrokke werknemer gedra word: Met dien verstande egter dat die Bestuurskomitee 'n onafhanklike mediese ondersoek kan vereis waarvan die koste deur Skema A of Skema B van die Fonds, na gelang van die geval, gedra moet word.

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

14. BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE

Behoudens die algemene leiding van die Uitvoerende Komitee van die Raad en die bepaling 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;

11. EXPIRY OF THE AGREEMENT

(1) Any agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the continuation and administration of the Fund and/or Scheme A and/or Scheme B thereof.

(2) Should this Agreement expire by effluxion of time or for any other reason, the Fund shall continue to be administered by the Management Committee last in office until it be either dealt with in terms of section 8 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created: Provided that Scheme A and Scheme B may be dealt with separately in terms hereof.

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

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

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

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

13. CLAIMS

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

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

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

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

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

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

(b) 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) uitgawes 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. ALGEMENE BEPALINGS BETREFFENDE BYDRAES EN BYSTAND

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

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

(2) Die bedrag wat elke maand ingevolge klousule 2 (2) van Deel II en klousule 2 (2) van Deel III betaalbaar is, moet voor of op die 15de dag van die onmiddellik daaropvolgende maand aan die betrokke Streekraad gestuur word.

(3) Indien enige bedrag wat ingevolge klousule 2 (2) van Deel II en klousule 2 (2) van Deel III verskuldig is, teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nog nie deur die Raad ontvang is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly, bereken teen een persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat die Raad die Regsbevoegdheid het om na sy eie absolute goedvinde die betaling van sodanige rente of 'n deel daarvan, kwyt te skeld.

(4) (a) Siektebystand word betaal ten opsigte van ongeskiktheid of afwesigheid van die werk weens siekte van minder as een werkweek. '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) Ondanks paragrawe (a) en (e) van hierdie subklousule, wanneer 'n werknemer van die werk afwesig is weens ongeskiktheid waarop die Ongevallewet, 1941, van toepassing is, is spesiale siektebystand tot 'n maksimum van drie dae vir elke tydperk van sodanige afwesigheid (bereken volgens die gewone ure van die skof van die betrokke bedryfsinrigting, oortydwerk uitgesonderd) aan die werknemer betaalbaar teen die werklike uurloon wat die werknemer ontvang het ten tyde van die ongeskiktheid: Met dien verstande dat—

(i) geen siektebystand betaal mag word nie ten opsigte van afwesigheid van die werk waarvoor vergoeding kragtens die Ongevallewet, 1941 (Wet 30 van 1971), betaalbaar is;

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

(iii) geen betaling gedoen mag word ten opsigte van openbare vakansiedae met besoldiging soos gespesifiseer in die Nywerheids-ooreenkoms of ten opsigte van enige gedeelte van die verlof met besoldiging waarvan in sodanige 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;

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

(c) sanction expenditure from the Fund;

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

(e) where an employee has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. GENERAL PROVISIONS RELATING TO CONTRIBUTIONS AND BENEFITS

(1) For purposes of the payment of contributions by the employer and any employee and/or payment of sick pay benefits in terms of this Agreement, the wage group of the employee shall be determined as follows:

If paid by the week—his ordinary weekly wage;
if paid by the month—his monthly salary divided by four and one-third.

(2) The amount payable each month in terms of section 2 (2) of Part II and section 2 (2) of Part III shall be forwarded to the Regional Council concerned by not later than the 15th day of the month immediately following.

(3) Should any amount due in terms of section 2 (2) of Part II and section 2 (2) of Part III not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the appropriate Regional Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(4) (a) Sick pay benefits shall be paid for incapacity or absences from work on account of illness 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) Notwithstanding the provisions of paragraphs (a) and (e) of this subsection, 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 subsection shall be as prescribed for sick leave in the Main Agreement;

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

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

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

(c) 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) 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 Ooreenkoms vir die Nywerheid 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 gegag word 'n kwalifiserende skof te wees.

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

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

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

- (i) Alkoholisme of die gebruik van verdowingsmiddels;
- (ii) deelname aan jag, wedrenne met voertuie op wiede 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 Weermag, 'n vlug of gepoogde vlug in 'n vliegtuig, behalwe as 'n betalende passasier in 'n vliegtuig wat vir 'n gereelde lugdiens gebruik word;
- (iv) dood of besering veroorsaak deur 'n militêre of usurpatormag, ongeag of daar oorlog verklaar is al dan nie, of besering weens opstootjies of burgerlike oproer.

(h) Geen bystand 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 kom nie vir bystand in aanmerking voordat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is nie: Met dien verstande dat bydraes wat beëindig word deur 'n tydperk van werkloosheid of 'n verandering van werk-gewer binne die Nywerheid, as kwalifiserende bydraes tel.

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

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

16. VOORBEHOUDSBEPALINGS

Ondanks andersluidende bepalings in hierdie Ooreenkoms—

(a) het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van ontbering as gevolg van siekte, en hy kan 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 bepalings van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal. Aansoek om vrystelling moet gerig word aan die Hoofsekretaris van die Raad, Posbus 9381, Johannesburg, 2000;

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

DEEL II

SKEMA A

1. LIDMAATSKAP

(1) Lidmaatskap van Skema A is verpligtend vir—

(a) alle werknemers wat in diens is in enige van die klasse werk wat teen 'n tarief van minstens R1,05 per uur in die Nywerheidsooreenkomste gelys is;

(b) vakleerlinge, afgesien van hul lone; en

(c) alle werknemers wat in diens is in ambagswerkprosesse en 'n loon ontvang van minstens R1,65 per uur of wat 'n loon van minstens R74,25 per week of R321,75 per maand ontvang, uitgesonderd besoldiging vir oortyd-werk.

(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 Agreement for the Industry, 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 benefits shall be payable for any illness, disablement or death falling within the provisions of the Workmen's Compensation Act, 1941, except as provided for under paragraph (b).

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

(g) No 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) death or injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion.

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

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

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

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

16. 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 General Secretary of the Council, P.O. Box 9381, Johannesburg, 2000;

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

PART II

SCHEME A

1. MEMBERSHIP

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

(a) all employees employed on any of the classes of work scheduled at a rate of not less than R1,05 per hour in the Industrial Agreements;

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

(c) all employees employed in operative processes and receiving a rate of pay of not less than R1,65 per hour or paid at a rate of not less than R74,25 per week or R321,75 per month, excluding any payment for overtime.

(2) 'n Werkgewer kan, ten opsigte van sy werknemers wat in die Nywerhede werksaam is en wie se lone nie in die Nywerheidsooreenkomste vasgestel word nie, dog wat 'n loon ontvang van minstens R1,05 per uur of besoldig word teen minstens R47,25 per week of minstens R204,75 per maand, uitgesonderd enige besoldiging vir oortydwerk, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigeen van hulle) ooreenkomstig klousule 2 van hierdie Deel aan te neem, mits daar onderling in dier voege ooreengekom is. By ontvangs van sodanige aansoek kan die Bestuurskomitee instem om bydraes van sodanige werkgewer te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgewer en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van Deel I op hulle van toepassing gemaak is.

2. BYDRAES

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

Loongroep per week	Bedrag per week
	c
Oor R114.....	26
Oor R90 en tot R114.....	24
Oor R75 en tot R90.....	22
Oor R62 en tot R75.....	19
R62 en minder.....	14

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

3. BETALING VAN SIEKTEBYSTAND

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

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	Per week R	Per week R	Per week R
Oor R114.....	50	51	54
Oor R90 en tot R114.....	45	46	50
Oor 75 en tot R90.....	37	39	42
Oor R62 en tot R75.....	32	33	35
R62 en minder.....	26	28	30

4. BEGRAFNISBYSTAND

Indien 'n lid wat geregtig is op bystand uit die Fonds te sterwe kom, is, behoudens klousule 15 (4) van Deel I, bystand van R380 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 langselewende gade of aan sodanige persoon as wat na die Bestuurskomitee se oordeel op die bystand geregtig is.

DEEL III

SKEMA B

1. LIDMAATSKAP

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

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

(2) An employer may, in respect of his employees employed in the Industries whose wages are not specified in the Industrial Agreements but who are receiving remuneration at a rate of not less than R1,05 per hour or paid at a rate of not less than R47,25 per week or R204,75 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 section 2 of this Part. Upon receipt of such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by section 1 of Part I.

2. CONTRIBUTIONS

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

Wage group per week	Amount per week
	c
Over R114.....	26
Over R90 and up to R114.....	24
Over R75 and up to R90.....	22
Over R62 and up to R75.....	19
R62 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 Regional Council, together with a form to be prescribed by the Management Committee from time to time.

3. SICK PAY BENEFITS

Subject to section 15 (4) of Part I sick pay benefits shall be payable to members as follows:

Actual wage group per week	Sick pay benefits		
	1st to 4th week	5th to 18th week	19th to 30th week
	Per week R	Per week R	Per week R
Over R114.....	50	51	54
Over R90 and up to R114....	45	46	50
Over R75 and up to R90.....	37	39	42
Over R62 and up to R75.....	32	33	35
R62 and under.....	26	28	30

4. FUNERAL BENEFIT

Subject to section 15 (4) of Part I, at death of a member entitled to benefit from the Fund, a funeral benefit of R380 shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit, on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

PART III

SCHEME B

1. MEMBERSHIP

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

(2) An employer may, in respect of his employees employed in the Industries whose wages are not specified in the Industrial Agreements and who are not members of Scheme A, by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of section 2 of this Part. Upon receipt of such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by section 1 of Part I.

2. BYDRAES

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

Loongroep per week	Bedrag per week
	c
Oor R114.....	26
Oor R90 en tot R114.....	24
Oor R75 en tot R90.....	22
Oor R62 en tot R75.....	19
Oor R52 en tot R62.....	14
Oor R42 en tot R52.....	12
R42 en minder.....	10

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

3. BETALING VAN SIEKTEBYSTAND

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

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	Per week	Per week	Per week
	R	R	R
Oor R114.....	50	51	54
Oor R90 en tot R114.....	45	46	50
Oor R75 en tot R90.....	37	39	42
Oor R62 en tot R75.....	32	33	35
Oor R52 en tot R62.....	26	28	30
Oor R42 en tot R52.....	18	19	20
R42 en minder.....	12	13	14

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

4. BEGRAFNISBYSTAND

Indien 'n lid wat geregtig is op bystand uit die Fonds te sterwe kom, is, behoudens klousule 15 (4) van Deel I, bystand 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 langsliewende gade of aan sodanige persoon as wat na die Bestuurskomitee se oordeel op die bystand geregtig is.

Die begrafnisbystand betaalbaar ingevolge hiervan is soos volg:

Werklike loongroep per week	Begravnisbystand
	R
Oor R47.....	380
R47 en minder.....	230

Namens die partye op hede die 21ste dag van November 1978 in Johannesburg onderteken.

B. NICHOLSON, Voorsitter.
W. E. KIRKWOOD, Ondervoorsitter.
A. O. DE JAGER, Hoofsekretaris.

2. CONTRIBUTIONS

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

Wage group per week	Amount per week
	c
Over R114.....	26
Over R90 and up to R114.....	24
Over R75 and up to R90.....	22
Over R62 and up to R75.....	19
Over R52 and up to R62.....	14
Over R42 and up to R52.....	12
R42 and under.....	10

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

3. SICK PAY BENEFITS

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

Actual wage group per week	Sick pay benefits		
	1st to 4th week	5th to 18th week	19th to 30th week
	Per week	Per week	Per week
	R	R	R
Over R114.....	50	51	54
Over R90 and up to R114...	45	46	50
Over R75 and up to R90.....	37	39	42
Over R62 and up to R75....	32	33	35
Over R52 and up to R62.....	26	28	30
Over R42 and up to R52....	18	19	20
R42 and under.....	12	13	14

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

4. FUNERAL BENEFIT

Subject to section 15 (4) of Part I, at death of a member entitled to benefit from the Fund, a funeral benefit shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit, on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

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

Actual wage group per week	Funeral benefit
	R
Over R47.....	380
R47 and under.....	230

Signed at Johannesburg for and on behalf of the parties this 21st day of November 1978.

B. NICHOLSON, Chairman.
W. E. KIRKWOOD, Vice-Chairman.
A. O. DE JAGER, General Secretary.

No. R. 118

26 Januarie 1979

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

YSTER-, STAAL-, INGENIEURS- EN METAL-
LURGIESE NYWERHEID.—VRYSTELLING VAN
SIEKTEVERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van 1 Februarie 1979 en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 117 van 26 Januarie 1979, kragtens 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 ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 119

26 Januarie 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS EN METALLUR-
GIESE NYWERHEID.—INTREKKING VAN
GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 8 van 6 Januarie 1978 en R. 1325 van 23 Junie 1978 in met ingang van 1 Februarie 1979.

S. P. BOTHA, Minister van Arbeid.

No. R. 118

26 January 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

IRON, STEEL, ENGINEERING AND METALLUR-
GICAL INDUSTRIES.—EXEMPTION FROM SICK
LEAVE PROVISIONS

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 1 February 1979 and for such period or periods as the Agreement published under Government Notice R. 117 of 26 January 1979, 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.

No. R. 119

26 January 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLUR-
GICAL INDUSTRIES.—CANCELLATION OF
GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 8 of 6 January 1978 and R. 1325 of 23 June 1978 with effect from 1 February 1979.

S. P. BOTHA, Minister of Labour.

INHOUD

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