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REGULATION GAZETTE No. 3656

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GOEWERMENSKENNISGEWING

GOVERNMENT NOTICE

DEPARTEMENT VAN MANNEKRAG

DEPARTMENT OF MANPOWER

No. R. 2827

30 Desember 1983

No. R. 2827

30 December 1983

WET OP ARBEIDSVERHOUDINGE, 1956

LABOUR RELATIONS ACT, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).—
SIEKTEBYSTANDSFONDSOOREENKOMS

ELECTRICAL INDUSTRY (NATAL).—SICK PAY
FUND AGREEMENT

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Maart 1984 en vir die tydperk wat op 31 Desember 1984 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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 March 1984 and for the period ending 31 December 1984, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 9 van Deel I en Deel II, met ingang van 1 Maart 1984 en vir die tydperk wat op 31 Desember 1984 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in dié gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 9 of Part I and Part II, shall be binding, with effect from 1 March 1984 and for the period ending 31 December 1984, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister van Mannekrag.

P. T. C. DU PLESSIS, Minister of Manpower.

BYLAE

SCHEDULE

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

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

SIEKTEBYSTANDSFONDS

SICK PAY FUND

OOREENKOMS

AGREEMENT

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

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Electrical Engineering and Allied Industries Association
en die

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa

Radio, Appliance and Television Association of South Africa

en die
Electrical Contractors' Association (South Africa)
 en die
Electronics and Telecommunications Industries Association
 (hierna die "werkgewers" of die "werkgewersorganisasies" genoem),
 aan die een kant, en die
South African Electrical Workers' Association
 en die
Amalgamated Engineering Union
 (hierna die "werknemers" of die "vakverenigings" genoem), aan die
 ander kant,
 wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid
 (Natal).

DEEL I

1. TOEPASSINGSBESTEK

Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—

- (a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en
- (b) wat betrokke is by of in diens is in die landdrosdistrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooirivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbula, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd enige gedeeltes van daardie landdrosdistrikte wat ingevolge Proklamasie R. 11, 1977, wat in die *Staatskoerant* van 28 Januarie 1977 verskyn het, binne die selfregerende grondgebied van KwaZulu val, in die werksaamhede uiteengesit in paragrawe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3;
- (c) die provinsie Natal by die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing, nie op—
- (a) werknemers in diens van die werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is lede van so 'n vakvereniging kan word, nie lede van so 'n vakvereniging is nie;
- (b) werknemers uitgesonderd dié in diens van werkgewers in subklousule (1) bedoel.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge 1956, vasstel en bly van krag vir die tydperk wat op 31 Desember 1984 eindig, of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

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

- "Wet" die Wet op Arbeidsverhoudinge, 1956;
- "vakleerling" 'n werknemer wat werksaam is ingevolge 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, by die Departement van Mannekrag geregistreer is of waar aansoek gedoen is om hom kragtens die Wet op Mannekragopleiding, 1981, as vakleerling in te skryf;
- "bydrae" die bedrae wat ingevolge klousule 2 (1) van Deel II en klousule 2 (1) van Deel III betaalbaar is;
- "Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);
- "Elektrotegniese Nywerheid" of "Nywerheid" die Nywerheid waar in werkgewer en werknemers met mekaar geassosieer is vir eenige 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, kabellasterwerk, 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;

and the
Electrical Contractors' Association (South Africa)
 and the
Electronics and Telecommunications Industries Association
 (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
South African Electrical Workers' Association
 and the
Amalgamated Engineering Union
 (hereinafter referred to as the "employees" or the "trade unions"), of the other part,
 being the parties to the Industrial Council for the Electrical Industry (Natal).

PART I

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—

- (a) who are members of the employers' organisations and trade unions, respectively; and
- (b) who are engaged or employed in the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbula, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of these Magisterial Districts falling within the selfgoverning territory of KwaZulu in terms of Proclamation R. 11, 1977, which appeared in the *Government Gazette* of 28 January 1977, in the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3;
- (c) the Province of Natal, in the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall not apply to—
- (a) employees employed by the employers referred to in subclause (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union;
- (b) employees other than those employed by employers referred to in subclause (1).

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 31 December 1984 or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations 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 Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered with the Department of Manpower in terms of the Manpower Training Act, 1981, or where an application has been made to indenture him as an apprentice under the provisions of the Manpower Training Act, 1981;

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

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

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

- (a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent part of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(b) 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, kabellaswerk, die lê van kables, die aanleg van boggrondse 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, kabellaswerk, die lê van kables, die aanleg van boggrondse 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, kabellaswerk, die lê van kables, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan;

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

(i) elektriese kables en boggrondse lyne;

(ii) generators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van relés, 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, radio-toestelle 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 "elektriese uitrusting" in die landdrosdistrikte Durban en Pinetown nie radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word by die bediening van radio- of elektroniese uitrusting, verkoeluitrusting of huishoudelike elektriese uitrusting insluit nie;

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

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

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

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

(ad) die vervaardiging, herstel en versiening van tikmasjiën- 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 landdrosdistrikte Durban en Pinetown nie die volgende omvat nie:

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

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

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

(ad) die vervaardiging en/of fabrisering en/of inmeekaarsit en/of herbou van batterye van die loodsuurtype en/of onderdele daarvan;

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

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

(ag) die verkoop, herstel en/of versiening van tikmasjiëne 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, masjiëne, ontwerpe of apparaat in (ai) bedoel;

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

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

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

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

(i) electrical cables and overhead lines;

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

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

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

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

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

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

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

(e) 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—

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

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

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

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

(e) 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;

(f) 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;

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

(h) 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 (a);

(i) 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 (h);

(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;

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

"Hofooreenkoms" die Ooreenkomste gepubliseer by Goewermentskennisgewings R. 967 van 13 Mei 1983 en R. 2504 van 18 November 1983, of enige daaropvolgende ooreenkomste, asook alle wysigings of verlengings daarvan;

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

4. VOORTSETTING VAN SIEKTEBYSTANDSFONDS

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

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

(2) Skema A bestaan uit—

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

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

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

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

(3) Skema B bestaan uit—

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

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

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

5. OOGMERKE

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

6. ADMINISTRASIE

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

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

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

7. FINANSIËLE BEHEER

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

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

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

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

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

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

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

"Main Agreement" means the Agreements published under Government Notices R. 967 of 13 May 1983 and R. 2504 of 18 November 1983, or any succeeding agreement and includes any amendment or extension thereof;

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

4. CONTINUATION OF SICK PAY FUND

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

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

(2) Scheme A shall consist of—

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

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

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

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

(3) Scheme B shall consist of—

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

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

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

5. OBJECTS

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

6. ADMINISTRATION

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

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

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

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

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

(6) Alle geld wat die Bestuurskomitee as te veel beskou vir die Fonds se onmiddellike vereistes, kan in 'n 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.

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

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

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

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

(11) Die gesertifiseerde rekenings en staat en die verslag van die ouditeur daaroor moet op die hoofkantoor van die Raad ter insae lê. Die gesertifiseerde rekening en staat, mede-onderteken deur die 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 Direkteur-generaal, Departement van Mannekrag, gestuur word.

8. LIKWIDASIE EN BEREDDING

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

(2) Indien daar te eniger tyd omstandighede ontstaan wat na die mening van die Bestuurskomitee dit wenslik of nodig maak dat die Fonds, of Skema A of Skema B, gelikwideer word, moet die Bestuurskomitee met die afsonderlike goedkeuring van 'n gewone meerderheid van die 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 gewone meerderheid van die werkgewersorganisasies en 'n eenvoudige meerderheid van die vakverenigings, bepaal.

9. AGENTE

Die Raad kan een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms, en dit is die 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 is ten einde vas te stel of hierdie Ooreenkoms nagekom word, en niemand mag in die loop van sodanige agent se ondersoek 'n valse verklaring aan hom doen nie.

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.

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

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

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

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

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

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

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

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

8. LIQUIDATION AND WINDING UP

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

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

9. AGENTS

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

10. 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 Arbeidsverhoudinge, 1956, as bindend verklaar en wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening gemaak word vir die voortsetting en administrasie van die Fonds en/of Skema A en/of Skema B daarvan.

(2) Indien hierdie Ooreenkoms weens verloop van tyd of om 'n ander rede verstryk, moet die Fonds nog deur die Bestuurskomitee wat die laaste as sodanig diens gedoen het, geadminestreer word totdat daarmee of ooreenkomstig klousule 8 gehandel 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 'n 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, moet vir sodanige doel geag word lede daarvan te wees: Met dien verstande egter dat alle vakatures wat in sodanige komitee ontstaan, deur die Registrateur gevul kan word uit die gelede van die werkgewers of die werknemers in die Elektrotegniese Nywerheid (Natal) ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die Komitee dien.

(4) Indien die Bestuurskomitee nie daartoe in staat is nie of onwilling 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 die 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 bevoegdheide van sodanige Komitee.

12. BYSTAND NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE

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

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 moet deur die Fonds oorweeg word 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 moet erken word as die werknemer versuim het om volgens behoorlike mediese advies te handel nie; voorts word geen bedrag betaal ten opsigte van 'n tydperk van meer as drie dae voordat die werkgewer sy mediese praktisyn die eerste maal geraadpleeg het nie.

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

14. BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE

Die Bestuurskomitee het, behoudens die algemene leiding van die Uitvoerende Komitee van die Raad en die bepalings van hierdie Ooreenkoms, volle beheer oor die sake van die Fonds en kan 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 wyse wat daarop bereken is om die belange van die Fonds te skaad of na alle redelike waarskynlikheid so 'n uitwerking sal hê: Met dien verstande dat sodanige werknemer toegelaat moet word om voor die Bestuurskomitee te verskyn om sy saak te stel;

(c) uitgawes uit die Fonds goedkeur;

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

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

11. EXPIRY OF THE AGREEMENT

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

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

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

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

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

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

13. CLAIMS

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

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

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

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

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

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

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

(c) sanction expenditure from the Fund;

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

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

15. ALGEMENE BEPALINGS BETREFFENDE BYDRAES EN BYSTAND

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

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

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

(3) Indien 'n bedrag wat ingevolge klousule 2 (2) van Deel II en klousule 2 (2) van Deel III verskuldig is nog nie deur die Raad ontvang is teen die 15de dag van die maand waarvoor dit betaalbaar is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald bly, bereken teen 1,75 persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad die bevoegdheid het om die betaling van sodanige rente of 'n gedeelte daarvan na goedgekeurde kwyt te skeld.

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

(b) 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), ondanks paragrafe (a) en (e) van hierdie subklousule, aan die werknemer betaalbaar teen die werklike uurloon wat die werknemer ontvang het ten tyde van die ongeskiktheid: Met dien verstande dat—

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

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

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

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

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

(c) Siektebystand ten opsigte van ononderbroke afwesigheid van die werk weens ongeskiktheid of siekte is soos volg betaalbaar:

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

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

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

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

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

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

(d) Geen siektebystand is betaalbaar ten opsigte van openbare vakansiedae met besoldiging soos in die Ooreenkoms vir die Nywerheid gespesifiseer, of ten opsigte van 'n gedeelte van die vakansietydperk met besoldiging waarvoor 'n werknemer vakansiebesoldiging ontvang nie. Indien 'n werknemer op die dag waarop hy vir die eerste keer afwesig is 'n gedeelte van die skof werk, moet dit tel 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.

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 a third.

(2) The amount payable each month in terms of clause 2 (2) of Part II and clause 2 (2) of Part III shall be forwarded to the Secretary of the Council, P.O. Box 722, Durban, 4000, by not later than the 15th day of the month immediately following.

(3) Should any amount due in terms of clause 2 (2) of Part II and clause 2 (2) of Part III not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1,75 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

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

A week shall constitute five consecutive working days for five-day working week employees and six consecutive working days for six-day working week employees. Sick pay benefits for days of absence on account of sickness not constituting a completed week or weeks shall be paid *pro rata* to the relevant weekly benefit.

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

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

(ii) the qualification for special sick pay benefits under this subclause shall be as prescribed for sick leave in the Main Agreements;

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

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

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

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

(i) Absence from work of two working days or less: No sick pay benefits shall be payable by the Fund;

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

(iii) absence from work of four working days: Sick pay benefits shall be payable *pro rata* for the third and fourth days of absence only;

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

(v) absence from work of one week or more: Sick pay benefits shall be payable for the full period of absence subject to paragraph (k):

Provided that where an employee has been in the employ of the same employer and a member of the fund for a period of not less than 12 consecutive months immediately prior to absence from work due to incapacity or on account of illness, he shall be entitled to sick pay benefits from the first day of such absence.

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

(e) Behoudens paragraaf (b), is geen bystand betaalbaar vir siekte, ongeskiktheid of dood waarop die Ongevalwet, 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 dwelmmiddels;

(ii) deelname aan jag, wedrenne met voertuie op wiele of motorfiets-tydrenne, met inbegrip van vroegoggend-motorfietsritte ("breakfast runs") en motorfietsveldwedrenne ("moto-cross");

(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 weens opstootjies of burgerlike oproer.

(h) Gedurende die tydperk waarin hulle aanspraak het op werkloosheidsbystand wat binne die bestek van die Werkloosheidsversekeringswet val, is geen bystand betaalbaar aan werknemers wat werkloos word nie.

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

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

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

16. 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 bepaal;

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

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

DEEL II

SKEMA A

1. LIDMAATSKAP

(1) Lidmaatskap van Skema A is verpligtend vir—

(a) alle werknemers wat in diens is in enigeen van die klasse werk wat teen 'n tarief van minstens R2,04 per uur in die Nywerheidsooreenkoms gelys is;

(b) vakleerlinge, afgesien van hul lone; en

(c) alle werknemers wat in diens is in ambagswerkprosesse en 'n loon ontvang van minstens R3,04 per uur of wat 'n loon van minstens R136,80 per week of R592,80 per maand ontvang, uitgesonderd besoldiging vir oortydwerk.

(2) 'n Werkgever kan, ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Nywerheidsooreenkoms vasgestel word nie, dog wat 'n loon ontvang van minstens R2,04 per uur of besoldig word teen minstens R91,80 per week of minstens R397,80 per maand, uitgesonderd 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 werkgever te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgever en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van Deel I op hulle van toepassing gemaak is.

(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-cycle rallying, including "breakfast runs" and "moto-cross";

(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 powder, 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 period of absence exceeding 30 weeks until such time as the employee shall have completed a further 26 weeks of employment, and for the purposes of this clause, absence separated from each other by less than 26 weeks shall be deemed to be continuous.

16. RESERVATIONS

Notwithstanding anything contained in this Agreement—

(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) 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 R2,04 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 R3,04 per hour or paid at a rate of not less than R136,80 per week or R592,80 per month, excluding any payment for overtime.

(2) An employer may, in respect of his employees employed in the Industry whose wages are not specified in the Industrial Agreements but who are receiving remuneration at a rate of not less than R2,04 per hour or paid at a rate of not less than R91,80 per week or R397,80 per month, excluding any payment for overtime, by mutual agreement make application to the fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of clause 2 of this Part. Upon receipt of such application, the Management Committee may agree to receive contributions from that employer, and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by clause 1 of Part I.

2. 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 R224.....	30
Oor R199 tot en met R224.....	26
Oor R160 tot en met R199.....	24
Oor R137 tot en met R160.....	22
Oor R113 tot en met R137.....	19
R113 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 Raad stuur, tesame met 'n vorm soos die Bestuurskomitee van tyd tot tyd voorskryf.

3. BETALING VAN SIEKTEBYSTAND

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

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 R224.....	30
Over R199 and up to R224.....	26
Over R160 and up to R199.....	24
Over R137 and up to R160.....	22
Over R113 and up to R137.....	19
R113 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. SICK PAY BENEFITS

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

Werklike loongroep per week	Siektebystand				
	Afwesigheid van twee weke of minder	Waar afwesigheid twee weke oorskry			
		1ste tot 4de week	5de tot 18de week	19de tot 26ste week	27ste tot 30ste week
	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R
Oor R224.....	75	63	65	68	75
Oor R199 tot en met R224.....	65	54	56	59	65
Oor R160 tot en met R199.....	52	45	46	50	52
Oor R137 tot en met R160.....	44	37	39	42	44
Oor R113 tot en met R137.....	36	32	33	35	36
R113 en minder.....	31	26	28	30	31

Actual wage group per week	Sick pay benefits				
	Where absence is two weeks or less	Where absence exceeds two weeks			
		1st to 4th week	5th to 18th week	19th to 26th week	27th to 30th week
	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R
Over R224.....	75	63	65	68	75
Over R199 and up to R224.....	65	54	56	59	65
Over R160 and up to R199.....	52	45	46	50	52
Over R137 and up to R160.....	44	37	39	42	44
Over R113 and up to R137.....	36	32	33	35	36
R113 and under.....	31	26	28	30	31

Met dien verstande dat—

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

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

(iii) waar 'n werknemer wat ingevolge voorbehoudsbepaling (i) of (ii) hierbo vir aanvullende bystand in aanmerking kom, weens ongeskiktheid of siekte vir 'n tydperk van meer as 26 weke van die werk afwesig is, hy ondanks voorbehoudsbepalings (i) en (ii) daarop geregtig is om verdere aanvullende bystand te ontvang teen die persentasie vasgestel ingevolge die toepaslike voorbehoudsbepaling (i) of (ii) van die voorgeskrye siektebystand vir die toepaslike loongroep vir afwesigheid gedurende die 27ste tot die 30ste week: Voorts met dien verstande dat hy vir sodanige tydperk van afwesigheid geen bystand van die Werkloosheidsversekeringsfonds ontvang nie.

(2) 'n Werkgewer kan, indien hy die verlof van die Bestuurskomitee vooraf verkry en op sodanige voorwaardes as wat die Bestuurskomitee bepaal, betalings regstreeks aan 'n werknemer doen in plaas van die betaling van siektebystand waarop sodanige werknemer ooreenkomstig hierdie Skema geregtig is. Indien 'n werkgewer enige sodanige betaling(s) ooreenkomstig hierdie subklousule aan 'n werknemer gedoen het, moet die

Provided that—

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

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

(iii) where an employee who qualifies for the supplementary benefit under proviso (i) or (ii) above is absent from work due to incapacity or on account of illness for a period in excess of 26 weeks he shall, notwithstanding provisos (i) and (ii), be entitled to receive a further supplementary benefit at the percentage determined under the applicable proviso (i) or (ii) of the specified sick pay benefit for the applicable wage group for absence during the 27th to 30th week: Provided further that no benefit is received from the Unemployment Insurance Fund for such period of absence.

(2) An employer may, with the prior permission of the Management Committee and on such conditions as the Management Committee may determine, make payments direct to an employee in lieu of sick pay benefits to which such employee is entitled in terms of this Scheme. Where any such payment/s has/have been made by an employer to an employee in terms of this subclause, the Fund shall reimburse the employer with the

Fonds die werkgever vergoed vir die bedrag/bedrae aldus betaal wanneer die werkgever aan die Fonds bewys lewer van sodanige betaling(s) aan die betrokke werknemer en die bedrag/bedrae waarmee die werkgever 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 werkgever ooreenkomstig hierdie subklousule vergoed is, nie meer mag wees as die bystand waarop die werknemer vir die betrokke tydperk van afwesigheid ooreenkomstig hierdie Skema geregtig is nie.

4. BEGRAFNISBYSTAND

Indien 'n lid wat geregtig is op bystand uit die Fonds te sterwe kom, is begrafnisbystand van R420 by indiening van sodanige bewys van afsterwe van die werknemer as wat die Bestuurskomitee van tyd tot tyd voorskryf of vereis, behoudens klousule 15 (4) van Deel I betaalbaar aan die langsliewende gade of aan sodanige persoon as wat na die Bestuurskomitee se goedgekeurde 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 engeen van die klasse werk wat in die Nywerheidsooreenkoms gelys is en wat nie onder die bepalings van Deel II van hierdie Ooreenkoms val nie.

(2) 'n Werkgever kan, ten opsigte van sy werknemers wat in die Nywerheid werksaam is en wie se lone nie in die Nywerheidsooreenkoms vasgestel word nie en wat nie lede van Skema A is nie, by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of engeen 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 werkgever te ontvang, en die Ooreenkoms is daarna *mutatis mutandis* op die betrokke werkgever en werknemers van toepassing en moet deur hulle nagekom word asof dit by klousule 1 van Deel I op hulle van toepassing gemaak is.

2. BYDRAES

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

Loongroep per week	Bedrag per week
	c
Oor R224.....	30
Oor R199 tot en met R224.....	26
Oor R160 tot en met R199.....	24
Oor R137 tot en met R160.....	22
Oor R113 tot en met R137.....	19
Oor R97 tot en met R113.....	14
Oor R81 tot en met R97.....	12
R81 en minder.....	10

(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. BETALING VAN SIEKTEBYSTAND

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

amount/s so paid on production of evidence to the Fund by the employer of such payment to the employee concerned and shall set off such amount/s reimbursed against the amount of benefit payable to the employee in terms of this Scheme: Provided that the amount/s reimbursed to an employer under this subclause shall not exceed the entitlement of the employee to benefits for the period of absence concerned in terms of this Scheme.

4. FUNERAL BENEFIT

Subject to the provisions of clause 15 (4) of Part I, at death of a member entitled to benefit from the Fund, a funeral benefit of R420 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 Agreement and who do not fall within the provisions of Part II of this Agreement.

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

2. CONTRIBUTIONS

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

Wage group per week	Amount per week
	c
Over R224.....	30
Over R199 and up to R224.....	26
Over R160 and up to R199.....	24
Over R137 and up to R160.....	22
Over R113 and up to R137.....	19
Over R97 and up to R113.....	14
Over R81 and up to R97.....	12
R81 and under.....	10

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

3. SICK PAY BENEFITS

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

Werklike loongroep per week	Siektebystand				
	Afwesigheid van twee weke of minder	Waar afwesigheid twee weke oorskry			
		1ste tot 4de week	5de tot 18de week	19de tot 26ste week	27ste tot 30ste week
	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R
Oor R224.....	75	63	65	68	75
Oor R199 tot en met R224.....	65	54	56	59	65
Oor R160 tot en met R199.....	52	45	46	50	52
Oor R137 tot en met R160.....	44	37	39	42	44
Oor R113 tot en met R137.....	36	32	33	35	36
Oor R97 tot en met R113.....	31	26	28	30	31
Oor R81 tot en met R97.....	25	21	22	24	25
R81 en minder.....	20	17	18	20	20

Actual wage group per week	Sick pay benefits				
	Where absence is two weeks or less	Where absence exceeds two weeks			
		1st to 4th week	5th to 18th week	19th to 26th week	27th to 30th week
	Per week	Per week	Per week	Per week	Per week
	R	R	R	R	R
Over R224	75	63	65	68	75
Over R199 and up to R224	65	54	56	59	65
Over R160 and up to R199	52	45	46	50	52
Over R137 and up to R160	44	37	39	42	44
Over R113 and up to R137	36	32	33	35	36
Over R97 and up to R113	31	26	28	30	31
Over R81 and up to R97	25	21	22	24	25
R81 and under	20	17	18	20	20

Met dien verstande dat—

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

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

(iii) waar 'n werknemer wat ingevolge voorbehoudsbepaling (i) of (ii) hierbo vir aanvullende bystand in aanmerking kom, weens ongeskiktheid of siekte vir 'n tydperk van meer as 26 weke van die werk afwesig is, hy ondanks voorbehoudsbepalings (i) en (ii) daarop geregtig is om verdere aanvullende bystand te ontvang teen die persentasie vasgestel ingevolge die toepaslike voorbehoudsbepaling (i) of (ii) van die voorgeskrewe siektebystand vir die toepaslike loongroep vir afwesigheid gedurende die 27ste tot die 30ste week: Voorts met dien verstande dat hy vir sodanige tydperk van afwesigheid geen bystand van die Werkloosheidsversekeringsfonds ontvang nie.

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

4. BEGRAFNISBYSTAND

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

Die begrafnisbystand betaalbaar ingevolge hiervan is soos volg:

Werklike loongroep per week	Begravnisbystand
	R
Oor R89	420
R89 en minder	270

Soos gemagtig, vir en namens die partye op hede die 2de dag van Augustus 1983 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

M. GEORGE, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

Provided that—

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

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

(iii) where an employee who qualifies for the supplementary benefit under proviso (i) or (ii) above is absent from work due to incapacity or on account of illness for a period in excess of 26 weeks he shall, notwithstanding provisos (i) and (ii), be entitled to receive a further supplementary benefit at the percentage determined under the applicable proviso (i) or (ii) of the specified sick pay benefit for the applicable wage group for absence during the 27th to 30th week: Provided further that no benefit is received from the Unemployment Insurance Fund for such period of absence.

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

4. FUNERAL BENEFIT

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

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

Actual wage group per week	Funeral benefit
	R
Over R89	420
R89 and under	270

Signed at Durban as authorised, for and on behalf of the parties, this 2nd day of August 1983.

B. NICHOLSON, Chairman of the Council.

M. GEORGE, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

INHOUD

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