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UNION OF SOUTH AFRICA

BUITENGEWONE

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

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

GOEWERMENSKENNISGEWING.

GOVERNMENT NOTICE.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

The following Government Notice is published for general information:—

DEPARTEMENT VAN ARBEID.

DEPARTMENT OF LABOUR.

* No. 1798.] [9 September 1955.
NYWERHEID-VERSOENINGSWET, 1937.

* No. 1798.] [9 September 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

YSTER-, STAAL-, INGENIEURS- EN METAAL- NYWERHEDE.

IRON, STEEL, ENGINEERING AND METALLUR- GICAL INDUSTRIES.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby verskyn en op die Yster-, Staal-, Ingenieurs- en Metaal-nywerhede betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is.

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

J. DE KLERK,
Minister van Arbeid.

J. DE KLERK,
Minister of Labour.

BYLAE.

SCHEDULE.

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-,
STAAL-, INGENIEURS- EN METALLURGIESE
NYWERHEID.

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON,
STEEL, ENGINEERING AND METALLURGICAL
INDUSTRY.

OOREENKOMS

AGREEMENT

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die—

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

Boatbuilders' and Shipwrights' Association of South Africa;
Constructional Engineering Association;
Construction and Road Equipment Manufacturers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Metal Products Association of South Africa;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Precision Manufacturing Engineers' Association;
Radio, Refrigeration and Electrical Appliance Association of South Africa;
Sheet Metal Industries Association of South Africa;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Cable and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Reinforced Concrete Engineers' Association;
S.A. Tube Makers' Association;
S.A. Wrought Non-Ferrous Metal Manufacturers' Association;
The Cape Engineers' and Founders' Association;
The East London Engineers' and Founders' Employers' Association;

Boatbuilders' and Shipwrights' Association of South Africa;
Constructional Engineering Association;
Construction and Road Equipment Manufacturers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Metal Products Association of South Africa;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Precision Manufacturing Engineers' Association;
Radio, Refrigeration and Electrical Appliance Association of South Africa;
Sheet Metal Industries Association of South Africa;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Cable and Wire Rope Manufacturer's Association;
S.A. Electro Plating Industries Association;
S.A. Reinforced Concrete Engineers' Association;
S.A. Tube Makers' Association;
S.A. Wrought Non-Ferrous Metal Manufacturers' Association;
The Cape Engineers and Founders' Association;
The East London Engineers' and Founders' Employers' Association;

The Natal Engineering Industries Association;
 The Port Elizabeth Engineers' Association;
 Transvaal Foundry Association;
 Transvaal Heavy Engineering Manufacturers' Association;
 aan die een kant (hieronder „die werkgewer” of die „werk-
 gewersorganisasie” genoem), en die—
 Amalgamated Engineering Union;
 Amalgamated Society of Woodworkers;
 Iron Moulders' Society of South Africa;
 S.A. Boilermakers' Iron and Steel Workers and Shipbuilders'
 Society;
 S.A. Electrical Workers' Association;
 S.A. Engine Drivers' and Firemen's Association;
 S.A. Yster en Staalbedryfsvereniging;

aan die ander kant (hieronder „die werknemers” of die „vak-
 verenigings” genoem), wat die partye is by die Nasionale
 Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metal-
 lurgiese Nywerhede.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in in die Yster-,
 Staal-, Ingenieurs- en Metallurgiese Nywerheid nagekom word
 deur die werkgewers wat lede van die werkgewersorganisasies is
 en deur hul werknemers wat lede van die vakverenigings is en in
 diens is in verband met enige van die klasse werk waarvoor
 'n minimum skaal van minstens 1s. 5d. per uur vasgestel is in
 die Ooreenkoms gepubliseer by Goewermentskennisgewing No.
 1138 van 3 Junie 1955 en/of die Ooreenkoms gepubliseer by
 Goewermentskennisgewing No. 1553 van 5 Augustus 1955 (hier-
 onder „die Hoofnywerheidsooreenkoms” of „die Tweede Nywer-
 heidsooreenkoms” of „die Nywerheidsooreenkoms” genoem),
 in die onderskeie gebiede waarop die nywerheidsooreenkoms
 betrekking het en is van toepassing op vakleerlinge; met dien
 verstande dat ingeval van die verstryking van die Nywerheids-
 ooreenkoms deur verloop van tyd of deur beëindiging om
 enige ander oorsaak gedurende die duur van hierdie (Siekte-
 bystandsfonds-) Ooreenkoms, die klasse werk en die minimum
 loonskale van die genoemde Nywerheidsooreenkoms, as die
 klasse werk en die minimum loonskale vir die toepassing van
 hierdie Ooreenkoms beskou moet word.

2. DATUM EN GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat
 kragtens artikel *agt-en-veertig* van die Wet deur die Minister
 vasgestel word en bly 24 maande lank van krag of vir sodanige
 tydperk as wat die Minister bepaal.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruyk word en
 waarvan die betekenis in die Nywerheid-versoeningswet, 1937,
 omskryf is, het dieselfde betekenis as in daardie Wet, en by 'n
 verwysing na 'n wet is ook enige wysiging van sodanige wet
 inbegrepe; en tensy dit in stryd is met die samehang, beteken—

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

„Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede,” of
 „nywerhede”, die nywerhede wat te doen het met die
 produksie van yster en/of staal en/of allooie en/of die
 verwerking en/of herwinning en/of raffinering van metale
 (uitgesonderd edelmetale) en/of allooie uit metaalskuim
 en/of afval en/of oorblyfsels; die onderhoud, fabrisering,
 oprigting of inmeekaarsit, bou, verandering, vervanging
 of herstel van enige masjien, voertuig (uitgesonderd 'n motor-
 voertuig) of artikel hoofsaaklik van metaal (uitgesonderd edel-
 metale) of dele of bestanddele daarvan en metaalbouwerk,
 met inbegrip van staalversterkings; die vervaardiging van
 metaalgoedere, hoofsaaklik van sodanige yster en/of staal
 en/of ander metale (uitgesonderd edelmetale) en/of allooie
 en/of die afwerking van metaalgoedere; die bou en/of
 verandering en/of herstel van bote en/of skepe, met inbegrip
 van die afskraap, afkap en/of afskaal en/of verf van die
 rompe van bote en/of skepe en algemene houtwerk wat in
 verband met skeepsherstelwerk onderneem word, en dit
 omvat die elektro- en elektroniese ingenieursnywerheid, hyser- en
 roltrapnywerheid en die plastieknywerheid, maar nie die
 motornywerheid nie;

„elektrotegniese ingenieursnywerheid”—

(a) die vervaardiging en/of inmeekaarsit van elektriese uit-
 rusting, nl. dinamoe's, motore, konventors, skakelaar-
 en kontrole-uitrusting uit onderdele (met inbegrip van
 relais, kontakters, elektriese instrumente en uitrusting
 wat daarmee in verband staan), elektriese beligtings-
 verhitings-, kook-, bevroings- en verkoelingsuitrusting,
 transformators, oonduitrusting, seinuitrusting,
 radio- of elektroniese uitrusting en ander uitrusting
 wat die beginsels wat gebruik word in die bediening
 van radio- en elektroniese uitrusting, aanwend, gloei-
 lampe en elektriese kables en huishoudelike elektriese
 toestelle, en omvat die vervaardiging van onderdele van
 bogenoemde uitrusting;

The Natal Engineering Industries Association;
 The Port Elizabeth Engineers' Association;
 Transvaal Foundry Association;
 Transvaal Heavy Engineering Manufacturers' Association;
 of the one part (hereinafter referred to as “the employer” or
 “the employer's organisations”) and the
 Amalgamated Engineering Union;
 Amalgamated Society of Woodworkers;
 Iron Moulders' Society of South Africa;
 S.A. Boilermakers' Iron and Steel Workers' and Shipbuilders'
 Society;
 S.A. Electrical Workers' Association;
 S.A. Engine Drivers' and Firemen's Association;
 S.A. Yster en Staalbedryfsvereniging;

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Iron,
 Steel, Engineering and Metallurgical Industries by the employers
 who are members of the employer's organisations and by their
 employees who are members of the trade unions employed on
 any of the classes of work for which a minimum rate of not
 less than the equivalent of 1s. 5d. per hour is specified in the
 Agreement published under Government Notice No. 1138 of the
 3rd June, 1955 and/or the Agreement published under Govern-
 ment Notice No. 1553 of the 5th August, 1955 (hereinafter
 referred to as “the main Industrial Agreement” and “the second
 Industrial Agreement” or “the Industrial Agreements”) in the
 respective areas to which the Industrial Agreements relate and
 shall apply to apprentices; provided that 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 (Sick
 Pay Fund) Agreement, the classes of work and minimum rates
 of pay specified in the said Industrial Agreements shall be
 deemed to be the classes of work and the minimum rates of
 pay for purposes of this Agreement.

2. DATE AND PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may
 be specified by the Minister in terms of section *forty-eight* of the
 Act and shall remain in force for 24 months or such period as
 may be determined by him.

3. DEFINITIONS.

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

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

“Iron, Steel, Engineering and Metallurgical Industries” or
 “Industries” means the industries concerned with the pro-
 duction of iron, and/or steel and/or alloys and/or the pro-
 cessing 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 precious metal), or parts or com-
 ponents thereof and structural metal work, including steel
 reinforcement work; the manufacture of metal goods princi-
 pally 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 equip-
 ment associated therewith), electrical lighting, heating,
 cooking, refrigeration and cooling equipment, trans-
 formers, 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) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo genoem, maar omvat nie die elektrotegniese aannemingsnywerheid nie.

„elektrotegniese aannemingsnywerheid”, die ontwerp, voorbereiding (uitgesonderd die vervaardiging vir verkoop) en oprigting van elektriese installasies wat ’n integreerende en permanente deel van geboue uitmaak; en die herstel en/of onderhoud van hierdie installasies, met inbegrip van kabel-laswerk 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;

„plastieknywerheid”, die vervaardiging van artikels of gedeeltes van artikels heeltemal of hoofsaaklik van plastiek, maar omvat nie die volgende artikels wat van plastiese materiaal gemaak is nie, nl. klerasie, sakke en handsakke, stewels, skoene, oorskoene, stoffeermateriaal en plastiese hortjies-blindings;

„plastiek”, enigeen van die groep stowwe wat as ’n essensiële bestanddeel ’n organiese stof van ’n groot molekulêre gewig bevat of daaruit bestaan, en wat op die een of ander stadium in die vervaardiging daarvan geforseer is of kan word deur te vloei, d.i. gegiet, gekalandeer, uitgestoot of gevorm kan word in verskillende vorms, gewoonlik deur die aanwending van slegs hitte en slegs drukking of albei tesame, terwyl dit in die afgewerkte staat solied is;

„edelmetale”, die edelmetale goud, silwer, platina en/of palladium en/of enige allooi wat genoemde edelmetale of enige daarvan in sodanige verhouding tot enige ander metaal bevat om die grootste deel in die waarde van daardie allooi te wees;

„motornywerheid”—

(a) inmeekaarsit, oprigting, toets, hervervaardiging, herstel, verstel, nasien, bedrading, stoffering, bespuiting, verf en/of vernuwing, uitgevoer in verband met—

(i) die onderstel en/of die bakke van motorvoertuie;

(ii) binnebrandmasjiene en transmissie-onderdele van motorvoertuie;

(iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;

(b) motoringenieurswerk;

(c) herstel, vulkanisering en/of versoling van buitebande;

(d) herstel, bediening en vernuwing van batterye vir motorvoertuie;

(e) die besigheid van motorvoertuie parkeer en/of opberg;

(f) die besigheid gedryf deur vul en/of diensstasies;

(g) die besigheid hoofsaaklik of uitsluitlik gedryf vir die verkoop van motorvoertuie of motorvoertuigonderdele en/of reserwedele en/of toebehore (hetsy nuut of gebruik) wat daarby hoort, ongeag of dié verkoop bestuur word van persele af wat verbonde is aan ’n gedeelte van ’n inrigting waarin die inmeekaarsit van of herstelwerk aan motorvoertuie uitgevoer word, of nie;

(h) die besigheid van motorslooplekke;

(i) die besigheid van monteerinrigtings;

(j) die besigheid van vervaardigingsinrigtings waarin motorvoertuigonderdele en/of reserwedele en/of toebehore en/of onderdele daarvan vervaardig word;

(k) die bou van motorvoertuie.

Vir die toepassing van hierdie woordbepaling, beteken—

„motoringenieurswerk” die vernuwing van binnebrandmasjiene of onderdele daarvan vir gebruik in motorvoertuie in inrigtings hoofsaaklik of uitsluitlik aldus werksaam, ongeag of dié inrigting hom besig hou met die uitmeekaarmaal van en herstelwerk aan motorvoertuie, of nie;

„motorvoertuig”, enige voertuig op wiele met meganiese krag (uitgesonderd stoom) of elektrisiteit gedryf en bedoel vir trekdoeleindes of die vervoer van persone en/of goedere en/of vrigte, en dit omvat sleepwaens en karavane maar omvat nie uitrusting wat bedoel is om op vaste spore te loop nie, ook nie sleepwaens bedoel om vrigte van oor 20 ton te sleep nie; ook nie vliegtuie nie;

„voertuigbakbou”, enigeen of almal van ondergenoemde werksaamhede wat in ’n inrigting vir die bou van voertuigbakke uitgevoer word:—

(a) Die bou, herstel of vernuwing van kappe en/of bakke en/of enige tipe bobou vir enige soort voertuig;

(b) die vervaardiging of herstel van onderdele vir kappe en/of bakke en/of enige bobou en die inmeekaarsit, verstel en installering van onderdele in kappe, bakke of op die bobou van voertuie;

(c) kappe en/of bakke en/of enige soort bobou aan die onderstel van enige tipe voertuig monter;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above, 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;

“plastics industry” means the manufacture of articles or parts of 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 weight 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;

“motor industry” means—

(a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—

(i) chassis and/or the bodies of motor vehicles;

(ii) internal combustion engines and transmission components of motor vehicles;

(iii) the electrical equipment connected with motor vehicles, including radios;

(b) automotive engineering;

(c) repairing, vulcanising and/or retreading tyres;

(d) repairing, servicing and reconditioning batteries for motor vehicles;

(e) the business of parking and/or storing motor vehicles;

(f) the business conducted by filling and/or service stations;

(g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;

(h) the business of motor graveyards;

(i) the business of assembly establishments;

(j) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;

(k) vehicle body building.

For the purpose of this definition—

“automotive engineering” means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged whether such establishment is engaged in the dismantling and repair of motor vehicles or not;

“motor vehicle” means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons and/or goods and/or loads, including trailers and caravans, but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over or aircraft;

“vehicle body building” means any or all of the following activities, carried on in a vehicle body building establishment:—

(a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure, for any type of vehicle;

(b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies, or on the superstructure of vehicles;

(c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;

- (d) kappe en/of bakke en/of enige soort bobou met enige soort beskermingsmiddel dek of versier;
- (e) die binnewerk van kappe en/of bakke en/of bobou uitrus, toerus en afwerk;
- (f) sleepwaens bou, maar met uitsluiting van die vervaardiging van wiele of aste daarvan;
- (g) alle werksaamhede wat hoort by of wat voortvloei uit die werksaamhede genoem in paragrawe (a), (b), (c), (d), (e) en (f).

Vir die toepassing van hierdie woordskrywing omvat „voertuig” nie ’n vliegtuig nie, en „motornywerheid”, soos omskryf, mag nie die onderstaande omvat nie:—

- (i) Die vervaardiging van motorvoertuigonderdele en/of toebehore en/of reserwedele en/of onderdele in inrigtings wat beplan is vir en wat gewoonlik metaal en/of plastiese goedere van ’n ander aard op aansienlike skaal produseer;
- (ii) die inmeekaarsit, oprigting, toets, herstel, verstelling, nasien, bedrading, bespuiting, verf en/of vernuwing van landbontrekkers uitgesonderd as dit gedoen word in inrigtings wat dergelike dienste lewer ten opsigte van motorkarre, motorvragwaens of motortrokke;
- (iii) die vervaardiging en/of onderhoud en/of herstel van—
 - (a) siviele en werktuigkundige ingenieursuitrusting en/of onderdele daarvan ongeag of dit op wiele gemonteer is of nie;
 - (b) landbou-uitrusting of onderdele daarvan; of
 - (c) uitrusting bedoel vir gebruik in fabriek en/of werksinkels; met dien verstande dat vir die toepassing van (a), (b) en (c) hierbo, dit nie beskou mag word dat „uitrusting” motorkarre, motorvragwaens en/of motortrokke beteken nie;
 - (d) motorvoertuig- of ander voertuigbakke en/of bobou en/of onderdele of dele daarvan gemaak van plaatstaal van een-agste van ’n duim dik of dikker wanneer uitgevoer in inrigtings wat beplan is vir en wat hulself gewoonlik besighou met die vervaardiging en/of onderhoud en/of herstel van siviele en/of werktuigkundige ingenieursuitrusting op ’n aansienlike skaal.

„Uitvoerende Komitee” beteken die Uitvoerende Komitee van die Raad wat kragtens sy konstitusie aangestel is.

„Raad” beteken die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat kragtens artikel negentien van die Nywerheid-versoeningswet, 1937, geregistreer is.

„Bydrae” beteken die bedrae wat kragtens artikel 17 van hierdie Ooreenkoms betaalbaar is.

„Streekraad” beteken enige komitee wat as sodanig deur die Raad kragtens sy konstitusie aangestel is.

„Loongroep” beteken die weekloon (uitgesonderd die lewenskostoelae, oortyd- en ander besoldiging) wat deur ’n werknemer ontvang word.

4. INSTELLING VAN ’N SIEKTEBYSTANDSFONDS.

’n Siektebystandsfonds wat as „die Siektebystandsfonds” van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid bekend staan (hieronder „die Siektebystandsfonds” of „die Fonds” genoem) word hierby kragtens hierdie Ooreenkoms ingestel. Die Fonds bestaan uit geld wat byeengebring word deur bydraes en deur rente wat van beleggings kragtens artikel 17 en 7 (4) van hierdie Ooreenkoms verkry word.

5. DOELSTELLINGS.

Die doel van die Fonds is om aan aangewese werknemers in die Nywerheid die bystand te verleen wat in artikel 16 van hierdie Ooreenkoms voorgeskryf word.

6. ADMINISTRASIE.

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

(2) Streekkomitees kan deur die Raad kragtens sy konstitusie uit sy lede aangestel word om met die administrasie van die Fonds behulpsaam te wees. Indien ’n streekkomitee om enige rede nie in staat is om sy pligte uit te voer nie, moet die streekraad van die betrokke gebied sodanige funksies en magte uitoefen.

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

- (d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;
- (f) building of trailers, but not including the manufacture of wheels or axles therefor;
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f).

For the purpose of this definition „vehicle” does not include an aircraft, and „motor industry” as defined above shall not include the following:—

- (i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale;
- (ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors except where carried on in establishments rendering similar service in respect of motor cars, motor lorries or motor trucks;
- (iii) the manufacture and/or maintenance and/or repair of—
 - (a) civil and mechanical engineering equipment and/or parts thereof whether or not mounted on wheels;
 - (b) agricultural equipment or parts thereof; or
 - (c) equipment designed for use in factories and/or workshops; provided that for the purposes of (a), (b) and (c) above, „equipment” shall not be taken to mean motor cars, motor lorries and/or motor trucks;
 - (d) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of one-eighth of an inch thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;

„executive committee” means the executive committee of the Council appointed in terms of its constitution;

„Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry registered in terms of section nineteen of the Industrial Conciliation Act, 1937;

„contribution” means the amounts payable in terms of section 17 of this Agreement;

„regional council” means any committee appointed as such by the Council in terms of its constitution;

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

4. ESTABLISHMENT OF SICK PAY FUND.

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

5. OBJECTS.

The object of the Fund shall be to provide the specified employees in the Industry with benefits as prescribed in section 16 of this Agreement.

6. ADMINISTRATION.

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

2. Regional committees may be established by the Council in terms of its constitution from among its members to assist in the administration of the Fund. Should a regional committee be unable to perform its duties for any reason the regional council in the area concerned shall perform those functions and exercise its powers.

3. The management committee shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

7. GELDELIKE BEHEER.

(1) Bystand word gestaak wanneer die batige saldo van die Fonds onder die som van £3,000 daal en geen verdere uitbetalings word hervat voordat die batige saldo van die Fonds die som van £5,000 bereik het nie; met dien verstande dat wanneer bystandsbetalings hervat word, die eise wat gedurende die tydperk van betalingstaking ontvang is, in die volgorde waarin hulle ontvang is, uitbetaal moet word.

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

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

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

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

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

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

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

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

8. LIKWIDASIE.

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

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

9. AGENTE.

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

10. VERTONING VAN OOREENKOMS.

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

11. VERSTRYKING VAN OOREENKOMS.

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

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

7. FINANCIAL CONTROL.

1. Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below £3,000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of £5,000; provided that upon payment of benefits being resumed claims made during such period of suspension shall be met in the order in which they were received.

2. All moneys paid to the Fund shall be deposited in the banking account's to be opened at a bank and/or institution approved by the management committee.

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

4. All moneys regarded by the management committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in Union Loan Certificates or Union or local Government stocks.

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

6. The management committee shall furnish the executive committee with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

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

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

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

8. LIQUIDATION.

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

One-half of such funds shall be paid to the employers' organisations and one-half to the trade unions which were parties to this Agreement at the date it ceased to be binding under section 48 of the Act, and the share which shall be paid to every such employers' organisation and trade union shall be determined by agreement between the employers' organisations, or, as the case may be, between the trade unions, and if no agreement is reached within a period of thirty days from the date of dissolution, by the decision of the Minister.

9. AGENTS.

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

10. EXHIBITION OF AGREEMENT.

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

11. EXPIRY OF AGREEMENT.

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

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

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

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

12. BYSTAND NIE VERVREEMBAAR OF AAN BESLAGLEGGING ONDERWORPE NIE.

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

13. EISE.

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

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

14. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE.

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

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

15. VOORBEHOUD.

Ondanks enigiets wat in hierdie Ooreenkoms vervat is—

- (a) het die bestuurskomitee die bevoegdheid om na goedgekeurde addisionele bystand aan werknemers te verleen in gevalle van ontbering as gevolg van siekte, en kan hy spesiale onderstand aan werknemers verleen by wyse van geldelike toekennings, lenings of andersins op sodanige voorwaardes as wat hy van tyd tot tyd mag vasstel;
- (b) kan die bestuurskomitee vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen volgens sodanige bepalings en voorwaardes as wat hy self vir sodanige tyd- perke mag vasstel. Aansoeke om vrystelling moet by die Algemene Sekretaris van die Raad, Posbus 9381, Johan- nesburg ingedien word;
- (c) kan enige werkgewer wat lid van een van die werkgewers- organisasies is, ten opsigte van sy werknemers wat in die nywerheid in diens is en wie se lone nie in die nywerheids- ooreenkomste genoem word nie maar wat ledé van een van die vakverenigings is en 'n uurloon van minstens 1s. 5d. per uur ontvang, of besoldiging wat, met uitsluiting van lewenskostetoelae, gelyk is aan 1s. 5d. per uur, deur onderlinge ooreenkoms by die Fonds aansoek doen om bydraes van homself en daardie werknemers (of enigeen van hulle) ooreenkomstig die bepalings van artikel 17 van hierdie Ooreenkoms aan te neem. By ontvangs van soda- nige aansoek, kan die bestuurskomitee toestem om bydraes van sodanige werkgewer aan te neem en die bepalings van hierdie Ooreenkoms is daarna, *mutatis mutandis*, van toe- passing op die werkgewer en die betrokke werknemers, en moet deur hulle nagekom word asof sodanige bepalings, by artikel 1 van hierdie Ooreenkoms toegepas word.

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

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

12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

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

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

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE.

Subject to the general direction of the 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 employees who have acted in a manner calculated or reasonably likely to injure the interests of the Fund; provided that such employee shall be permitted to appear before the management committee to state his case;
- (c) sanction expenditure from the Fund;
- (d) take steps to enforce payment of contributions or any sums due to the Fund;
- (e) where an employee has in its opinion drawn excessive benefits, cause an inquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS.

Notwithstanding anything contained in this Agreement:—

- (a) The management committee shall have discretionary power to grant additional assistance to employees in cases of hardship arising from illness and may grant special relief to employees by means of pecuniary grants, loans or otherwise on such conditions as it may from time to time determine.
- (b) The Management Committee may grant exemption from any of the provisions in this Agreement under such terms and conditions and for such periods as it may determine. Applications for exemption shall be made to the General Secretary of the Council, P.O. Box 9381, Johannesburg.
- (c) Any employer who is a member of one of the employer's organisations may, in respect of his employees employed in the Industries whose wages are not specified in the Industrial Agreements but who are members of one of the Trade Unions, and in receipt of an hourly wage of not less than 1s. 5d. per hour or remuneration which, excluding cost of living allowance, is equivalent to not less than 1s. 5d. per hour, by mutual agreement make application to the Fund to accept contributions from himself and those employees (or any of them) in accordance with the provisions of section 17 of this Agreement. Upon such application, the Management Committee may agree to receive contributions from that employer, and the provisions of this Agreement shall thereupon *mutatis mutandis* apply to the employer and employees concerned and be observed by them as though applied by section 1 of this Agreement.

16. SIEKTEBYSTAND.

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

Loongroep.	Siektebystand Aanhoudende geskiktheid of siekte; afwesigheid van werk.			
	Eerste week.	Tweede week.	Derde week tot en met 13de week.	Volgende 13 weke.
Meer as £8. 10s. per week	£ s. d. 5 0 0	£ s. d. 6 0 0	£ s. d. 7 10 0	£ s. d. 3 15 0
Meer as £7. 10s. per week en tot £8. 10s.	4 11 8	5 10 0	6 17 6	3 8 9
Meer as £6. 10s. per week en tot £7. 10s.	4 3 4	5 0 0	6 5 0	3 2 6
Meer as £5. 10s. per week en tot £6. 10s.	3 15 0	4 10 0	5 12 6	2 16 3
Meer as £4. 10s. per week en tot £5. 10s.	3 6 8	4 0 0	5 0 0	2 10 0
Meer as £3. 10s. per week en tot £4. 10s.	2 18 4	3 10 0	4 7 6	2 3 9
Meer as £2. 10s. per week en tot £3. 10s.	2 10 0	3 0 0	3 15 0	1 17 6
Meer as £1. 10s. per week en tot £2. 10s.	2 1 8	2 10 0	3 2 6	1 11 3

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

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

(d) Geen siektebesoldiging is betaalbaar ten opsigte van enige siekte of ongeskiktheid wat onder die bepalings van die Ongevallewet, 1941, val nie.

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

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

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

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

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

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

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

16. SICK PAY BENEFITS.

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

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

(b) No sick pay benefits shall be paid for incapacity or absence from work on account of illness for less than one working week. A week shall constitute five consecutive working days for five-day working week employees and six consecutive working days for six-day working week employees. Sick pay benefits for days of absence on account of sickness in excess of a completed week or weeks shall be paid *pro rata* to the number of days of such absence.

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

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

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

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

- Insanity, dental disorders, alcoholism, the use of narcotics, venereal disease.
- Engaging in hunting, mountaineering, or racing on wheels, motor-cycling other than motor-cycling to and from the employee's normal work.
- The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft, except as a fare-paying passenger on a regular schedule airline.
- Injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion.

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

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

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

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

(k) Ondanks andersluidende bepalings in artikel 26 van deel 1 van die Hoofnywerheidsooreenkoms, is geen werknemer op wie die Fonds van toepassing is, na 'n tydperk van 13 weke, bereken van die datum af waarop hierdie Ooreenkoms in werking tree, geregtig op 'n lewenskostetoelae kragtens die genoemde bepalings ten opsigte van enige tydperk waarin hy weens siekte of ongeskiktheid afwesig is nie; met dien verstande dat in die geval van 'n werknemer wie se afwesigheid van diens veroorsaak is deur ongeskiktheid wat onder die bepalings van die Ongevallewet val, lewenskoste *pro rata* betaalbaar is vir enige dag of dae wat ingevolge genoemde Wet nie vir skadeloosstelling in ag geneem word nie, tot 'n maksimum van drie dae se lewenskostetoelae; en die genoemde bepalings van artikel 26 van Deel 1, soos vervat in of toegepas by die nywerheidsooreenkoms, word dienoorcenskomsig hierby gewysig.

17. BYDRAES.

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

Loongroep.	Bedrag per week.
	s. d.
Meer as £8. 10s.	2 0
Meer as £7. 10s. per week tot £8. 10s.	1 10
Meer as £6. 10s. per week tot £7. 10s.	1 8
Meer as £5. 10s. per week tot £6. 10s.	1 6
Meer as £4. 10s. per week tot £5. 10s.	1 4
Meer as £3. 10s. per week tot £4. 10s.	1 2
Meer as £2. 10s. per week tot £3. 10s.	1 0
Meer as £1. 10s. per week tot £2. 10s.	0 10

Soos daartoe gemagtig en namens die partye geteken in Johannesburg, op die Sesde dag van Augustus-1955.

E. BENSON, *Voorsitter.*

JOHN M. RUSSELL, *Ondervoorsitter.*

W. R. GLASTONBURY, *Sekretaris.*

(k) Notwithstanding anything to the contrary contained in the provisions of section 26 of Part I of the main Industrial Agreement, after a period of thirteen weeks has elapsed reckoned from the date of coming into operation of this Agreement, no employee to whom the Fund applies shall be entitled to cost of living allowance in terms of the said provisions in respect of any period in which he is absent from work due to illness or disablement; provided that in the case of an employee whose absence from work is due to disablement falling within the provisions of the Workmen's Compensation Act, cost of living allowance shall be payable *pro rata* for any day or days not recognised as compensable in terms of the said Act up to a maximum of three days' cost of living allowance, and the said provisions of section 26 of Part I as contained in or applied by the Industrial Agreements are hereby amended accordingly.

17. CONTRIBUTIONS.

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

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

Signed at Johannesburg as authorised for and on behalf of the parties on this Sixth day of August, 1955.

E. BENSON, *Chairman.*

JOHN M. RUSSELL, *Vice-Chairman.*

W. R. GLASTONBURY, *Secretary.*



„HANDEL EN NYWERHEID”

*die maandblad van
die Departement van Handel en Nywerheid*

verskyn in albei amptelike tale en bevat die jongste inligting
van belang vir
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