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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 730.] [17 May 1963.

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY, REPUBLIC OF SOUTH AFRICA.

SICK PAY FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry, shall be binding from the first Monday after the date of publication of this notice and for the period ending the 11th April, 1965, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

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

AGREEMENT

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

Constructural Engineering 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;
Heavy Engineering Manufacturers' Association;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Engineering Industries Association of South Africa;
Materials Handling and Construction Plant Association of South Africa;
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;

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 730.] [17 Mei 1963.

WET OP NYWERHEIDSVERSOENING, 1956.

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

SIEKTEBYSTANDSFONDSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 April 1965 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

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

OOREENKOMS

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

Constructural Engineering 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;
Heavy Engineering Manufacturers' Association;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Engineering Industries Association of South Africa;
Materials Handling and Construction Plant Association of South Africa;
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. Association of Shipbuilders and Repairers;
 S.A. Electro Plating Industries Association;
 S.A. Fasteners Manufacturers' Association;
 S.A. Production Founders' Association;
 S.A. Reinforced Concrete Engineers' Association;
 S.A. Tube Makers' Association;
 S.A. Wire and Wire Rope Manufacturers' Association;
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association;
 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 and Orange Free State Foundry Association,
 (hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa;
 Amalgamated Society of Woodworkers of South Africa;
 Engineering Industrial Workers' Union (Natal);
 Iron Moulders' Society of South Africa;
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;
 S.A. Electrical Workers' Association;
 S.A. Engine Drivers' and Firemen's Association;
 S.A. Yster- en Staalbedryfsvereniging;

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries) to amend and replace the Agreement published under Government Notice No. 980 of the 4th July, 1958, as extended, amended, renewed and further extended by Government Notices Nos. 1013, 2139, 220, 1637, 354, 519, 819, 1301, 2017 and 512 of the 3rd July, 1959, 31st December, 1959, 19th February, 1960, 7th October, 1960, 3rd March, 1961, 30th March, 1961, 6th October, 1961, 29th December, 1961, 7th December, 1962 and 5th April, 1963, as follows:—

1. SCOPE OF APPLICATION.

(1) The terms of this Agreement shall be observed—

- (i) in the Republic of South Africa by the employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and all employees in the said industries who are members of the trade unions and who are employed on any of the classes of work for which a wage rate of not less than 33-91c per hour is specified in the Agreement published under Government Notice No. 727 of the 17th day of May, 1963 (hereinafter referred to as "the main Industrial Agreement"); and
- (ii) in the Province of the Transvaal by the employers in the installation and/or repair and/or servicing of radios and/or refrigeration and/or domestic electrical appliances who are members of the Radio, Refrigeration and Electrical Appliance Association of South Africa and by the employees of those employers who are members of the trade unions and who are employed on the under-mentioned classes of work, viz.:—

Domestic appliance mechanic's work; refrigerator mechanic's work; radiotrician's work.

(2) Notwithstanding the provisions of sub-section (1) above, the terms of this Agreement shall apply to—

- (i) apprentices irrespective of their wage rates; and
- (ii) all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in the main Industrial Agreement for a Rate 7 employee or paid at a rate of not less than R118.95, including cost of living allowance but excluding overtime, per month; provided that for the purposes of the payment of contributions by the employer and any such employee in terms of section 17 and/or payment of sick pay benefits in terms of section 16 of this Agreement the wage group of the employee shall be determined as follows:—

If paid by the week—his ordinary weekly wage including cost of living allowance.

If paid by the month—his monthly salary including cost of living allowance divided by four and one-third.

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

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force until the 11th April, 1965, or for such period as the Minister may determine.

S.A. Association of Shipbuilders and Repairers;
 S.A. Electro Plating Industries Association;
 S.A. Fasteners Manufacturers' Association;
 S.A. Production Founders' Association;
 S.A. Reinforced Concrete Engineers' Association;
 S.A. Tube Makers' Association;
 S.A. Wire and Wire Rope Manufacturers' Association;
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association;
 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 and Orange Free State Foundry Association,

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

Amalgamated Engineering Union of South Africa;
 Amalgamated Society of Woodworkers of South Africa;
 Engineering Industrial Workers' Union (Natal);
 Iron Moulders' Society of South Africa;
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;
 S.A. Electrical Workers' Association;
 S.A. Engine Drivers' and Firemen's Association;
 S.A. Yster- en Staalbedryfsvereniging;

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 980 van 4 Julie 1958, soos verleng, gewysig, hernieu en verder verleng by Goewermentskennisgewings No. 1013 van 3 Julie 1959, No. 2139 van 31 Desember 1959, No. 220 van 19 Februarie 1960, No. 1637 van 7 Oktober 1960, No. 354 van 30 Maart 1961, No. 519 van 30 Maart 1961, No. 819 van 6 Oktober 1961, No. 1301 van 29 Desember 1961, No. 2017 van 7 Desember 1962 en No. 512 van 5 April 1963, soos volg te wysig en te vervang:—

1. TOEPASSINGSBESTEK.

(1) Die bepalinge van hierdie Ooreenkoms word nagekom in—

- (i) die Republiek van Suid-Afrika, deur die werkgewers, deur die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede van die werkgewersorganisasies is en alle werknemers in genoemde nywerhede wat lede van die vakverenigings is en wat in diens is vir enigeen van die klasse werk waarvoor 'n loon van minstens 33-91c per uur voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 727 van die 17de dag van Mei 1963 (hieronder die "Hoofnywerheidsooreenkoms" genoem); en
- (ii) in die provinsie Transvaal, deur die werkgewers, wat betrokke is by die installering en/of herstel en/of diensing van radio's en/of verkoelerinstallasies en/of huishoudelike elektriese toestelle, wat lede van die Radio, Refrigeration en Electrical Appliance Association of South Africa is en deur die werknemers van daardie werkgewers wat lede van die vakverenigings is en wat vir ondergenoemde klasse werk in diens is, naamlik:—

Die werk van 'n werktuigkundige vir huishoudelike toestelle; die werk van 'n verkoelerwerktuigkundige; radiotriciënswerk.

(2) Ondanks die bepalinge van subklousule (1) hierbo, is die bepalinge van hierdie Ooreenkoms van toepassing op—

- (i) vakleerlinge, afgesien van hul lone; en
- (ii) alle werknemers wat vir operateursprosesse in diens is en wat 'n loon ontvang wat gelyk is aan dié wat in die Hoofnywerheidsooreenkoms voorgeskryf word vir 'n loon 7-werknemer of wat minstens R118.95, met inbegrip van lewenskostoelae maar met uitsondering van oortyd-besoldiging, per maand betaal word; met dien verstande dat, vir die berekening van die bydraes van die werkgewer en sodanige werknemer ooreenkomstig die bepalinge van klousule 17 en/of die betaling van siektebystand ooreenkomstig die bepalinge van klousule 16 van hierdie Ooreenkoms, die loongroep van die werknemer soos volg bepaal moet word:—

Indien hy per week besoldig word—sy gewone weekloon, met inbegrip van sy lewenskostoelae.

Indien hy per maand besoldig word—sy maandloon, met inbegrip van sy lewenskostoelae, gedeel deur vier en een derde.

(3) Ingeval die Hoofnywerheidsooreenkoms gedurende die geldigheidsdurmyn van hierdie Ooreenkoms verval weens verloop van tyd of om enige ander rede gestaak word, word die klasse werk en lone wat in die Hoofnywerheidsooreenkoms gespesifiseer word, geag die klasse werk en die lone vir die toepassing van hierdie Ooreenkoms te wees.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, mag vasstel en bly van krag tot 11 April 1965 of vir dié tydperk wat die Minister mag bepaal.

3. DEFINITIONS.

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

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

“Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means (subject to the provisions of Demarcation Determination published under Government Notice No. R.1971 of the 30th November, 1962) the industries concerned with the production of iron, and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metal work, including steel re-inforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry but does not include the Motor Industry;

“Electrical Engineering Industry” means—

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

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

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

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

“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 the Motor Industry as defined in the Agreement published under Government Notice No. 727 dated the 17th day of May, 1963;

“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 Industries;

“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 inclusive of any cost of living allowance consolidated for the class of work, but shall not include overtime payments or any other remuneration.

3. WOORDOMSKRIVING.

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

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

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

“Elektrotegniese Ingenieursnywerheid”—

(a) die vervaardiging en/of inmeekaarsit, uit samestellende dele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van relaise, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligting, verwarming, kookwerk, verkoeler- en koeluitrusting, transformators, oond-uitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarin gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit ook die vervaardiging van samestellende dele van voornoemde uitrusting;

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

“Elektrotegniese Aannemingsbedryf” die ontwerp, opstelling (uitgesonderd vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak en die herstel en/of onderhoud van sodanige installasies, met inbegrip van kabellaswerk en die elektrotegniese 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 geheel en al of hoofsaaklik uit plastiek, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekplaatmateriaal gemaak word, naamlik kledingstukke, sakke en handsakke, skoene, stewels, oorskoene, oortreksels en hortjieblindings van plastiek;

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

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

“Motornywerheid” die Motornywerheid soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 727 van die 17de dag van Mei 1963;

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

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

“bydrae” die bedrae wat ingevolge klousule 17 van hierdie Ooreenkoms betaalbaar is;

“streekraad” 'n komitee wat as sodanig deur die Raad aangestel is ooreenkomstig die bepalings van sy konstitusie;

“loongroep” die weekloon, met inbegrip van lewenskostetoelae gekonsolideer vir daardie klas werk, maar uitgesonderd oortyd-besoldiging of enige ander besoldiging.

4. ESTABLISHMENT OF SICK PAY FUND.

A Sick Pay Fund which shall be known as the "National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry" Sick Pay Fund (hereinafter referred to as "the Sick Pay Fund" or "the Fund") 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. This Fund shall be the successor Fund to the Sick Pay Fund established under section 4 of the Agreement published under Government Notice No. 980 of the 4th July, 1958, as extended, amended, renewed and further extended by Government Notices Nos. 1013, 2139, 220, 1637, 354, 519, 819, 1301, 2017 and 512 of the 3rd July, 1959, 31st December, 1959, 19th February, 1960, 7th October, 1960, 3rd March, 1961, 30th March, 1961, 6th October, 1961, 29th December, 1961, 7th December, 1962, and 5th April, 1963, and shall take over all the assets and be subject to all the obligations and liabilities of the aforesaid Fund.

5. OBJECTS.

The objects 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 such trade union which is a party to this Agreement and an equal number of employer members nominated by the Employers' Organisations jointly. Alternates may be appointed if deemed necessary by the Committee. Should the Management Committee be unable to perform its duties for any reason whatsoever the Executive Committee shall perform these duties and exercise its functions and powers.

(2) 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 these 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, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL.

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

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

(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 an account of the revenue and expenditure of the Fund for the 12 months ended the 31st December and a statement showing the Fund's assets and liabilities which shall be certified by the Auditor and submitted together with any report by the Auditor thereon to the Executive Committee for transmission to the Council.

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

4. STIGTING VAN SIEKTEBYSTANDSFONDS.

'n Siektebystandsfonds wat bekend sal staan as die "Siektebystandsfonds van die Nasionale Nywerheidsraad van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid" (hieronder die "Siektebystandsfonds" of die "Fonds" genoem), word hierby ooreenkomstig die bepalings van hierdie Ooreenkoms gestig. Die Fonds bestaan uit gelde wat oploep uit bydraes en die rente wat ontvang word op beleggings ooreenkomstig die bepalings van klousule 17 en 7 (4) van hierdie Ooreenkoms. Hierdie Fonds neem die plek in van die fonds van die Siektebystandsfonds wat gestig is by klousule 4 van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 980 van 4 Julie 1958, soos verleng, gewysig, hernieu en verder verleng by Goewermenskennisgewings No. 1013 van 3 Julie 1959, No. 2139 van 31 Desember 1959, No. 220 van 19 Februarie 1960, No. 1637 van 7 Oktober 1960, No. 354 van 3 Maart 1961, No. 519 van 30 Maart 1961, No. 819 van 6 Oktober 1961, No. 1301 van 29 Desember 1961, No. 2017 van 7 Desember 1962 en No. 512 van 5 April 1963, en neem al die bates oor en is onderworpe aan al die verpligtings en aanspreeklikhede van voornoemde Fonds.

5. OOGMERKE.

Die oogmerke van die Fonds is om aan die gespesifiseerde werknemers in die Nywerheid bystand te verskaf soos voorgeskryf in klousule 16 van hierdie Ooreenkoms.

6. ADMINISTRASIE.

(1) Die beheer oor 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 uit 'n ewe groot getal werkgewerslede wat deur die werkgewersorganisasies gesamentlik benoem is. Daar mag sekundi benoem word indien die Komitee dit nodig ag. As die Bestuurskomitee om die een of ander rede nie daartoe in staat is om sy pligte uit te voer nie, moet die Uitvoerende Komitee sodanige pligte uitvoer en die funksies en bevoegdhede daarvan uitoefen.

(2) Die Raad mag ooreenkomstig die bepalings van sy konstitusie streekkomitees onder sy lede stig ten einde met die administrasie van die Fonds behulpsaam te wees. Indien 'n streekkomitee om die een of ander rede nie daartoe in staat is om sy pligte uit te voer nie, moet die streekraad in die betrokke gebied sodanige pligte uitvoer en die bevoegdhede daarvan uitoefen.

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

7. FINANSIËLE BEHEER.

(1) Die betaling van voordele word opgeskort wanneer die bedrag wat in die krediet van die Fonds staan, daal tot onder R6,000, en verdere betalings word nie hervat nie totdat die bedrag wat in die krediet van die Fonds staan, R10,000 beloop; met dien verstande dat, wanneer die betaling van voordele hervat word, eise wat gedurende sodanige tydperk van opskorting ingestuur is, betaal moet word in die volgorde waarin hulle ontvang is.

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

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

(4) Alle gelde wat die Bestuurskomitee beskou as te veel vir die Fonds se onmiddellike vereistes, moet in 'n depositorekening by 'n bank of geregistreerde bouvereniging gestort of in Nasionale Spaarsertifikate of in effekte van die Regering van die Republiek van Suid-Afrika of in plaaslike bestuurseffekte of in verbande en/of verbandbeleggings belê word op dié voorwaardes wat die Bestuurskomitee van tyd tot tyd mag bepaal.

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

(6) Die Bestuurskomitee moet die Uitvoerende Komitee elke drie maande voorsien van 'n verslag waarin 'n algemene oorsig oor die werking van die Fonds en oor die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het, gegee word.

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

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

(9) Die gesertifiseerde rekenings en staat en verslag van die ouditeur daaroor moet by die Hoofkantoor van die Raad ter insae lê. Die gesertifiseerde rekening en staat, medeonderteken deur die Voorsitter van die Raad, tesame met die verslag van die ouditeur daaroor, moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrator gestuur word.

8. LIQUIDATION.

Upon expiry of the Agreement by effluxion of time or any other reason and unless within six months it is renewed or replaced by another Agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other Fund constituted for the same purpose in accordance with the provisions of section 11, trustees shall be appointed to continue payments from the Fund as if the Agreement was still in existence, that is to say, to pay out claims to benefit in terms of the expired Agreement, any creditors, administration costs and liquidation expenses, until such time as the Fund is exhausted. Such trustees shall be appointed by the Executive Committee and if the Committee should be unable or unwilling to appoint the said trustees the Registrar may appoint trustees to deal with the Fund in the aforesaid manner.

9. AGENTS.

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

10. EXHIBITION OF AGREEMENT.

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

11. EXPIRY OF THE AGREEMENT.

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

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

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

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

12. BENEFITS NOT ALIENABLE OR EXECUTABLE.

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

13. 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 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 will payment be made for any prior period of more than three days before the employee first interviewed his medical practitioner.

8. LIKWIDASIE.

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

9. AGENTE.

Die Raad mag een of meer gespesifiseerde persone as agente aanstel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgever en elke werknemer om sodanige persone toe te laat om dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek en dié individue te ondervra en al die stappe te doen wat nodig mag wees ten einde vas te stel of die bepalings van 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 werkgever in die gebiede waar hierdie Ooreenkoms van toepassing is, moet 'n leesbare kopie 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.

11. VERSTRYKING VAN DIE OOREENKOMS.

(a) Enige ooreenkoms wat die Minister kragtens die bepalings van artikel agt-en-veertig van die Wet op Nywerheidsversoenig, 1956, as bindend verklaar en wat hierdie Ooreenkoms vervang of in die plek daarvan gestel word, mag voorsiening maak vir die voortsetting en administrasie van die Fonds.

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

(c) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, ontbind word of ophou om ooreenkomsig die bepalings van artikel vier-en-dertig (2) van die Wet te funksioneer moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van sodanige Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word vir sodanige doel geag lede daarvan te wees; met dien verstande egter dat alle vakatures wat in sodanige Komitee ontstaan, deur die Registrateur gevul mag word uit die geledere van die werkgewers of die werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid ten einde te verseker dat daar ewe veel werkgewers- en werknemersvertegenwoordigers en sekundi in die Komitee dien.

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

12. VOORDELE NIE VERVREEMBAAR OF VIR EKSEKUSIE VATBAAR NIE.

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

13. EISE.

(1) Eise vir siektebystandsvoordele 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 geneeskundige sertifikaat in die voorgeskrewe vorm. Die koste van dié geneeskundige sertifikaat moet deur die betrokke werknemer gedra word; met dien verstande egter dat die Bestuurskomitee 'n onafhanklike geneeskundige ondersoek mag vereis waarvan die koste deur die Fonds bestreë moet word.

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

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

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE.

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

- engage employees to assist in the administration of the Fund, fix their remuneration and define their duties;
- refuse any, or all benefits to employees who have acted in the manner calculated or reasonably likely to injure the interests of the Fund, provided that such employee shall be permitted to appear before the Management Committee to state his case;
- sanction expenditure from the Fund;
- take steps to enforce payment of contributions or any sums due to the Fund;
- where an employee has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS.

Notwithstanding anything contained in this Agreement—

- 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;
- the Management Committee may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine. Applications for exemption shall be made to the General Secretary of the Council, P.O. Box 9381, Johannesburg;
- an employer may in respect of his employees employed in the Industries whose wages are not specified in the main Industrial Agreement but who are receiving an hourly wage of not less than 16.3c per hour or remuneration which, excluding any amount paid as cost of living allowance, is equivalent to not less than 16.3c 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. Upon such application the Management Committee may agree to receive contributions from that employer and the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and the employees concerned and be observed by them as though applied by section 1 of this Agreement.

16. SICK PAY BENEFITS.

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

- Employees other than apprentices and/or employees accepted under section 15 (c):—

Wage Group per Week.	Sick Pay Benefits: Continuous Incapacity or Illness Absence from Work.		
	First Week.	Second Week.	Third to 26th Week Inclusive.
Over R34.....	R 12	R 14	R 17
Over R32 and up to R34.....	11	13	16
Over R29 and up to R32.....	10	12	15
Over R27 and up to R29.....	9	11	13
Over R24 and up to R27.....	8	10	12
Over R21 and up to R24.....	7	9	10
Over R14 and up to R21.....	6	7	9

(3) 'n Eis word geag op 'n voldoende wyse 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 agtien 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 sy goedvinde 'n *ex gratia*-betaling te doen ten opsigte van enige eis wat ingevolge hierdie subklousule verbeur is.

14. BEVOEGDHEDE EN PLIGTE VAN DIE BESTUURSKOMITEE.

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

- werknemers in diens neem om te help met die administrasie van die Fonds, hul besoldiging vasstel en hul pligte omskryf;
- enige deel van of alle voordele van 'n werknemer weier wat gehandel het op 'n manier wat daarop bereken is om die belange van die Fonds te skaad of na alle redelike waarskynlikheid so 'n uitwerking sal hê; met dien verstande dat sodanige werknemer toegelaat moet word om voor die Bestuurskomitee te verskyn om sy saak te stel;
- uitgawes uit die Fonds goedkeur;
- stappe doen om die betaling van bydraes of van enige bedrag wat aan die Fonds verskuldig is, af te dwing;
- waar 'n werknemer, na die mening van die Bestuurskomitee, te veel voordele ontvang het, ondersoek laat instel en dié verdere voordele vir dié tydperke wat hy mag bepaal, terughou.

15. VOORBEHOUDSBEPALINGS.

Ondanks die bepalinge van hierdie Ooreenkoms—

- het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van nooddruf as gevolg van siekte en mag hy deur middel van geldelike toelaes, lenings of andersins spesiale bystand aan werknemers verleen op dié voorwaardes wat hy van tyd tot tyd mag bepaal;
- mag die Bestuurskomitee vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal. Aansoeke om vrystelling moet gerig word aan die Algemene Sekretaris van die Raad, Posbus 9381, Johannesburg;
- mag 'n werkgewer ten opsigte van sy werknemers wat in die nywerhede werksaam is en wie se lone nie in die Hoofnywerheidsooreenkoms gespesifiseer word nie maar wat 'n uurloon van minstens 16.3c of 'n besoldiging wat, met uitsondering van enige bedrag wat as lewenskostetoelae betaal word, gelyk is aan minstens 16.3c per uur, ontvang, by wyse van 'n onderlinge ooreenkoms by die Fonds aansoek doen om bydraes van hom en van sodanige werknemers (of enigeen van hulle) ooreenkomstig die bepalinge van klousule 17 aan te neem. By ontvangs van sodanige aansoek, mag die Bestuurskomitee instem om bydraes van daardie werkgewer aan te neem, en daarna is die bepalinge van die Ooreenkoms *mutatis mutandis* op dié werkgewer en op die betrokke werknemers van toepassing en moet hulle dit nakom asof dit by klousule 1 van hierdie Ooreenkoms op hulle van toepassing gemaak is.

16. BETALING VAN SIEKTEBYSTAND.

(a) Behoudens die bepalinge van paragraaf (b) tot (j) van hierdie klousule, is siektebystand soos volg aan die werknemers betaalbaar:—

- Ander werknemers as vakleerlinge en/of werknemers wat ooreenkomstig klousule 15 (c) aangeneem is:

Loongroep per week.	Siektebystand: Voortdurende afwesigheid van werk weens ongeskiktheid of siekte.		
	Eerste week.	Tweede week.	Derde tot en met 26ste week.
Meer as R34.....	R 12	R 14	R 17
Meer as R32 en tot R34.....	11	13	16
Meer as R29 en tot R32.....	10	12	15
Meer as R27 en tot R29.....	9	11	13
Meer as R24 en tot R27.....	8	10	12
Meer as R21 en tot R24.....	7	9	10
Meer as R14 en tot R21.....	6	7	9

(ii) Apprentices and/or employees accepted under section 15 (c):—

Wage Group per Week (excluding cost of living allowance).	Sick Pay Benefits: Continuous Incapacity or Illness: Absence from Work.		
	First Week.	Second Week.	Third to 26th Week Inclusive.
Over R17.....	R 12	R 14	R 17
Over R15 and up to R17.....	11	13	16
Over R13 and up to R15.....	10	12	15
Over R11 and up to R13.....	9	11	13
Over R9 and up to R11.....	8	10	12
Over R7 and up to R9.....	7	9	10
Over R5 and up to R7.....	6	7	9
Over R3 and up to R5.....	5	6	8

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

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

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

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

- (i) Mental disorders, alcoholism or the use of narcotics.
- (ii) Engaging in hunting, racing on wheels or motor-cycle other than motor-cycling to and from the employees' actual work.
- (iii) The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft, except as a fare-paying passenger on a regular schedule airline.
- (iv) Injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion.

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

17. CONTRIBUTIONS.

Each employer shall each week deduct from the wages of each of his employees covered by this Agreement the amount indicated for an employee of that class in (i) or (ii) hereof as the case may be. 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.

(ii) Vakleerlinge en/of werknemers wat ooreenkomstig klousule 15 (c) aangeneem is:—

Loongroep per week (uitgesonderd lewenskoste-toelae).	Siektebystand: Afwesigheid van werk weens ongesiktheid of siekte.		
	Eerste week.	Tweede week.	Derde tot en met 26ste week.
Meer as R17.....	R 12	R 14	R 17
Meer as R15 en tot R17.....	11	13	16
Meer as R13 en tot R15.....	10	12	15
Meer as R11 en tot R13.....	9	11	13
Meer as R9 en tot R11.....	8	10	12
Meer as R7 en tot R9.....	7	9	10
Meer as R5 en tot R7.....	6	7	9
Meer as R3 en tot R5.....	5	6	8

(b) Geen siektebystand ten opsigte van ongesiktheid of afwesigheid van werk weens siekte vir minder as een werkweek word betaal nie. 'n Week bestaan uit vyf agtereenvolgende werkdade in die geval van werknemers wat vyf dae per week werk en uit ses agtereenvolgende werkdade in die geval van werknemers wat ses dae per week werk. Siektebystand vir dié dae afwesigheid weens siekte wat langer as 'n voltooië week of weke is, word betaal op 'n *pro rata*-grondslag volgens die getal dae van sodanige afwesigheid.

(c) Geen siektebystand is ten opsigte van openbare vakansiedae met besoldiging soos in die Ooreenkoms vir die Nywerheid gespesifiseer, betaalbaar nie. As 'n werknemer op die dag waarop hy vir die eerste keer afwesig is, 'n gedeelte van die skof werk, tel dit as 'n dag afwesigheid weens siekte, en vir daardie gedeelte van die skof wat geag word 'n kwalifiserende skof te wees, moet deur die Fonds betaal word.

(d) Geen siektebystand is vir siekte of ongesiktheid waarop die bepalings van die Ongevalwet, 1941, van toepassing is, betaalbaar nie.

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

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

- (i) Geestesgebreke, alkoholisme of die gebruik van verdowingsmiddels.
- (ii) Deelname aan jag, reises met voertuie op wiele of motorfiets, uitgesonderd dié gevalle waar motorfiets vir vervoer na en van die werknemer se werklake gebruik word.
- (iii) Die pleging van 'n onwettige daad, diens in die gewapende magte, 'n vlug of gepoogde vlug in 'n vliegtuig, behalwe as 'n betalende passasier in 'n vliegtuig wat vir 'n gereelde lugdiens gebruik word.
- (iv) Besering veroorsaak deur 'n militêre of ge-usurpeerde mag, afgesien daarvan of daar oorlog verklaar is of nie, of besering weens opstootjies of burgerlike onrus.

(g) Geen siektebystand aan werknemers wat werkloos word, is betaalbaar nie gedurende die tydperk waarop hulle geregtig is om werkloosheidsvoordele te ontvang wat binne die bestek van die Werkloosheidsversekeringswet val.

(h) Werknemers wat in diens geneem word op 'n later datum as die datum waarop hierdie Ooreenkoms in werking tree, is nie op siektebystand geregtig nie totdat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is; met dien verstande dat vorige bydraes wat beëindig is deur 'n tydperk van werkloosheid of 'n verandering van werkgewer binne die Nywerheid, as kwalifiserende bydraes sal tel.

(i) Werknemers wat die Nywerheid verlaat en later tot die Nywerheid terugkeer, is op siektebystand geregtig nadat 13 agtereenvolgende weke se bydraes tot die Fonds betaal is.

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

17. BYRAES.

Elke werkgewer moet elke week van die loon van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, die bedrag aftrek wat in (i) of (ii) hiervan, na gelang van die geval, vir 'n werknemer van daardie klas gemeld word. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en die totale bedrag vir die vorige maand voor of op die 15de dag van elke maand aan die Raad stuur tesame met die vorm wat deur die Bestuurskomitee van tyd tot tyd voorgeskryf word.

(i) Employees other than apprentices and/or employees accepted under section 15 (c):—

Wage Group per Week.	Amount per Week.
Over R34.....	c 20
Over R32 and up to R34.....	18
Over R29 and up to R32.....	17
Over R27 and up to R29.....	15
Over R24 and up to R27.....	13
Over R21 and up to R24.....	12
Over R14 and up to R21.....	10

(ii) Apprentices and/or employees accepted under section 15 (c):—

Wage Group per Week (excluding cost of living allowance).	Amount per Week.
Over R17.....	c 20
Over R15 and up to R17.....	18
Over R13 and up to R15.....	17
Over R11 and up to R13.....	15
Over R9 and up to R11.....	13
Over R7 and up to R9.....	12
Over R5 and up to R7.....	10
Over R3 and up to R5.....	8

Signed at Johannesburg as authorised for and on behalf of the parties on this the 13th day of March, 1963.

R. F. BUDD, *Chairman.*

J. M. RUSSEL, *Vice-Chairman.*

W. R. GLASTONBURY, *General Secretary.*

(i) Ander werknemers as vakleerlinge en/of werknemers wat ooreenkomstig die bepaling van klousule 15 (c) aangeneem is.

Loongroep per week.	Bedrag per week.
Meer as R34.....	c 20
Meer as R32 en tot R34.....	18
Meer as R29 en tot R32.....	17
Meer as R27 en tot R29.....	15
Meer as R24 en tot R27.....	13
Meer as R21 en tot R24.....	12
Meer as R14 en tot R21.....	10

(ii) Vakleerlinge en/of werknemers wat ooreenkomstig die bepaling van klousule 15 (c) aangeneem is.

Loongroep per week (uitgesonderd lewenskostetoelae).	Bedrag per week.
Meer as R17.....	c 20
Meer as R15 en tot R17.....	18
Meer as R13 en tot R15.....	17
Meer as R11 en tot R13.....	15
Meer as R9 en tot R11.....	13
Meer as R7 en tot R9.....	12
Meer as R5 en tot R7.....	10
Meer as R3 en tot R5.....	8

Op hede die 13de dag van Maart 1963 namens die partye te Johannesburg onderteken.

R. F. BUDD, *Voorsitter.*

J. M. RUSSELL, *Ondervoorsitter.*

W. R. GLASTONBURY, *Algemene Sekretaris.*

No. 731.] [17 May 1963.

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

SICK PAY FUND.—CANCELLATION OF GOVERNMENT NOTICES.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (5) or section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, cancel as from the first Monday after the date of publication of this notice, Government Notices Nos. 1637, 354, 519, 819, 1301, 2017 and 512 of the 7th October, 1960, 3rd March, 1961, 30th March, 1961, 6th October, 1961, 29th December, 1961, 7th December, 1962, and 5th April, 1963, respectively.

A. E. TROLLIP,
Minister of Labour.

No. 731.] [17 Mei 1963.

NYWERHEIDVERSOENINGSWET, 1956.

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

SIEKTEBYSTANDSFONDS.—INTREKKING VAN GOEWERMENSKENNISGEWINGS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, trek hierby kragtens subartikel (5) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermenskennisgewings Nos. 1637, 354, 519, 819, 1301, 2017 en 512 van onderskeidelik 7 Oktober 1960, 3 Maart 1961, 30 Maart 1961, 6 Oktober 1961, 29 Desember 1961, 7 Desember 1962 en 5 April 1963, in vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing.

A. E. TROLLIP,
Minister van Arbeid.

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