



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 1667

As 'n Nuisblad by die Poskantoor Geregistreer

PRYS 10c PRICE
OORSEE 15c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 1667

Registered at the Post Office as a Newspaper

VOL. 87]

PRETORIA, 22 SEPTEMBER 1972

[No. 3659

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1697

22 September 1972

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, OOS-LONDEN.— PENSIOENFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar en ses maande vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 8, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar en ses maande vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Oos-Londen.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, OOS-LONDEN

PENSIOENFONDSOOREENKOMS

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

East London Master Builders' and Allied Traders' Association (hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa
en die

Amalgamated Union of Building Trade Workers of South Africa (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1697

22 September 1972

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, EAST LONDON.— PENSION FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending three years and six months from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 8, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending three years and six months from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of East London.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, EAST LONDON

PENSION FUND AGREEMENT

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

East London Master Builders' and Allied Trades' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa
and the

Amalgamated Union of Building Trade Workers of
South Africa

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

being the parties to the Industrial Council for the Building Industry, East London.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalinge van hierdie Ooreenkoms moet deur alle werkgewers in die Bounywerheid wat lede van die werkgewers-organisasies is en alle werknemers in genoemde Nywerheid wat lede van die vakverenigings is, nagekom word in die landdros-distrik Oos-Londen.

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

(a) slegs van toepassing op werknemers wat diens doen as ambagsmanne, voormanne en algemene voormanne;

(b) nie van toepassing nie op 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelhebber is in en 'n lid is van 'n fonds wat vir pensioen- en/of voorsorgvoordele voorsiening maak, of dit daarna word, en wat bestaan het op genoemde datum en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelhebber was; of op die werkgewer van sodanige werknemer slegs gedurende die tydperk wat sodanige fonds in werking bly en sowel die werkgewer as die werknemer deelhebbende daarin is, indien, na die mening van die Raad, die voordele wat sodanige fonds verskaf oor die algemeen minder gunstig is as die voordele wat verskaf word deur die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms ingestel word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Die Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheids-versoening, 1956, mag bepaal, en bly van krag vir 'n tydperk van drie en 'n half jaar vanaf daardie datum, of vir die tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Ooreenkoms gebesig is in die Wet op Nywerheidsversoening, 1956, of die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in daardie stukke, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en voorts, tensy onbestaanbaar met die sinsverband, beteken—

“jaarlikse verloftydperk” daardie tydperk waarin die Nywerheid gesluit is soos by klousule 19 van die Hoof-ooreenkoms voorgeskryf;

“Fonds” die Pensioenfonds wat ingevolge klousule 4 ingestel word;

“Hofooreenkoms” die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1648 van 15 September 1972 en omvat dit ook alle wysigings daarvan of enige daaropvolgende loon-ooreenkoms vir die Nywerheid;

“Bestuurskomitee” die Bestuurskomitee van die Fonds;

“lid” 'n persoon ten opsigte van wie bydraes tot die Fonds ooreenkomstig hierdie Ooreenkoms gemaak is;

“Sekretaris” die Sekretaris van die Raad, en omvat dit enige beaampte wat die Raad benoem om namens die Sekretaris op te tree.

4. PENSIOENFONDS

'n Pensioenfonds vir die Bounywerheid, Oos-Londen (hierna “die Fonds” genoem), word hierby ingestel. Sodanige instelling geskied op die wyse wat in hierdie klousule voorgeskryf word.

(1) Die Raad moet, op die wyse hierin voorgeskryf, 'n Pensioen- en Lewensversekeringskema vir lede van die Fonds instel.

(2) Om die doelstelling van hierdie klousule ten uitvoer te bring, moet die Raad met die Federated Employers' Insurance Co. Ltd, vir die instelling van 'n bevredigende Pensioen- en Lewensversekeringskema onderhandel.

(3) Kopieë van alle dokumente wat gedetailleerde inligting bevat van die Pensioen- en Lewensversekeringskema wat ingevolge hierdie Ooreenkoms ingestel word, en alle wysigings daarvan, moet by die Sekretaris van Arbeid ingedien word.

(4) Geen lid wat die Nywerheid verlaat, mag binne 'n tydperk van vyf jaar vanaf die datum waarop hy die Nywerheid verlaat 'n terugbetaling van sy bydraes tot die Pensioenfonds eis nie.

5. BYDRAES

(1) Ooreenkomstig die prosedure wat in subklousules (2) tot (11) voorgeskryf is, moet elke werknemer op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van 63c per week tot die Fonds bydra, en dié bedrag moet deur sy werkgewer van sy weekloon afgetrek word, en elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet 'n bedrag van R1,89 per week by die werknemer se bydrae voeg, wat aldus 'n totale weeklikse bydrae van R2,52 tot die Fonds bedra en die totale bydrae moet weekliks deur hom aan die Sekretaris betaal word.

(2) 'n Werkgewer mag geen bedrag ingevolge subklousule (1) hiervoor betaal of afrek ten opsigte van 'n werknemer wat minder as agt uur in 'n week vir hom werk nie.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of East London by employers in the Building Industry who are members of the employers' organisations and all employees in the said Industry who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply to employees employed as artisans, foremen and general foremen;

(b) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant; or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such fund provides are on the whole not less favourable than the benefits provided by the Fund established in terms of clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, or the Main Agreement, shall have the same meaning as in those instruments, and any reference to an act shall include any amendments of such act, and further, unless inconsistent with the context—

“annual leave period” means that period during which the Industry shall be closed as prescribed in clause 19 of the Main Agreement;

“Fund” means the Pension Fund established in terms of clause 4;

“Main Agreement” means the Agreement published under Government Notice R. 1648 of 15 September 1972, and includes any amendments thereto or any subsequent wage agreement for the Industry;

“Management Committee” means the Management Committee of the Fund;

“member” means any person in respect of whom contributions have been made to the Fund in terms of this Agreement;

“Secretary” means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary.

4. PENSION FUND

There is hereby established a pension fund for the Building Industry, East London (hereinafter referred to as “the Fund”). Such establishment shall be in the manner prescribed in this clause.

(1) The Council shall, in the manner prescribed herein, establish a Pension and Life Assurance Scheme for members of the Fund.

(2) For the purpose of implementing the objects of this clause, the Council shall negotiate with the Federated Employers' Insurance Co. Ltd, for the establishment of a satisfactory Pension and Life Assurance Scheme.

(3) Copies of all documents containing detailed information of the Pension and Life Assurance Scheme established in terms of this Agreement, and any amendments thereto, shall be lodged with the Secretary for Labour.

(4) No member who leaves the Industry may claim a refund of his contribution to the Pension Fund within a period of five years from the date on which he leaves the Industry.

5. CONTRIBUTIONS

(1) In accordance with the procedure laid down in subclauses (2) to (11), every employee to whom this Agreement applies shall contribute an amount of 63c per week to the Fund, which amount shall be deducted by his employer from his weekly wage, and every employer to whom this Agreement applies shall add to the employee's contribution an amount of R1,89 per week, thus making a total weekly contribution to the Fund of R2,52, which total contribution shall be paid by him weekly to the Secretary.

(2) No payment or deduction shall be made in terms of subclause (1) hereof by an employer in respect of an employee who works less than eight hours for him in any week.

(3) Waar 'n werknemer gedurende dieselfde week deur twee of meer werkgewers in diens gemeen word, moet die werkgewer wat hom eerste vir minstens agt uur gedurende daardie week in diens gemeen het die bedrag en die bydrae ingevolge subklousule (1) aftrek en betaal.

(4) Elke werkgewer moet ten opsigte van elke bedrag wat hy aldus ingevolge subklousule (1) betaal, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n seël of ander bewys uitreik ter waarde van sodanige bedrag of wat sodanige bedrag insluit.

(5) Elke werknemer moet onmiddellik sodanige seël of bewys inplak in sy bydraeboek, wat hy moet hou.

(6) Elke werknemer moet onmiddellik na 31 Oktober en nie later nie as die tweede Vrydag in November elke jaar sy bydraeboek indien by die Sekretaris, wat 'n kwitansie daarvoor moet uitreik.

(7) Geen bydraeboek mag meer as 50 seëls of bewyse bevat nie, en indien daar meer ingeplak is, moet die wat oortollig is deur die Sekretaris gekonfiskeer word en die waarde daarvan vir die algemene fondse van die Raad aangewend word. Seëls en bewyse en ook bydraeboeke is nie oordraagbaar nie.

(8) Die bydrae van die werkgewer, naamlik R1,89 per week, is nie aan die werknemer terugbetaalbaar as die seël eers aan hom uitgereik is nie.

(9) Die seëls of bewyse in subklousule (4) van hierdie klousule vermeld, moet deur die werkgewers van die Sekretaris gekoop word en elke werkgewer moet te alle tye 'n toereikende voorraad daarvan voorhande hou. Met dien verstande dat 'n werkgewer die waarde van alle ongebruikte seëls of bewyse van die Fonds kan terugeis. 'n Aansoek om sodanige terugbetaling moet die Fonds nie later nie as 30 dae na 31 Oktober in elke jaar of na die verstrekking van hierdie Ooreenkoms, bereik.

(10) Aansoek om 'n bydraeboek moet deur die werknemer gedoen word op 'n vorm wat van die Sekretaris verkrygbaar is.

(11) Die Raad kan na eie goedvinde die seël of bewys en bydraeboek in hierdie klousule vermeld, kombineer met enige ander seëls, bewyse of bydraeboeke wat hy van tyd tot tyd mag besluit om in te stel.

(12) Die bydraes wat die Raad ingevolge hierdie klousule invorder, moet aan die Federated Employers' Insurance Co. Ltd, betaal word: Met dien verstande dat die Raad 2½ persent van die bydraes wat ingevorder is, as administratiewe uitgawes mag behou, en dié bedrag moet in die algemene fondse van die Raad inbetaal word.

6. LIDMAATSKAP

(1) (a) Behoudens subklousule (2) van hierdie klousule is lidmaatskap van die Fonds verpligtend vir alle ambagsmanne, voorman en algemene voorman.

(b) Persone, uitgesonderd die in paragraaf (a) hiervan vermeld, en wat aktief by die Nywerheid betrokke of daarin werksaam is, mag na goedvinde van die Raad tot lidmaatskap van die Fonds toegelaat word, en die bepalings van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persoon wat aldus toegelaat word: Met dien verstande egter dat sodanige persoon minstens die gesamentlike bydrae van lede en werkgewers, soos in klousule 5 voorgeskryf, moet bydra; en voorts met dien verstande dat sodanige bydraes regstreeks by die Federated Employers' Insurance Co. Ltd, betaal moet word.

(2) Elke ambagsman, voorman en algemene voorman vir wie lidmaatskap van die Fonds ingevolge subklousule (1) verpligtend is, moet 'n aansoekvorm om lidmaatskap wat van die Sekretaris verkrygbaar is, invul en sodanige ingevulde vorm by die Sekretaris indien binne een maand na die datum waarop—

(a) hierdie Ooreenkoms van krag word, as hy op sodanige datum in die Bounywerheid in diens is;

(b) hy as 'n ambagsman, voorman of algemene voorman tot die Bounywerheid toetree of weer toetree of daar in diens gemeen word.

7. ADMINISTRASIE

(1) Die Fonds word deur die Raad of 'n Bestuurskomitee wat deur die Raad aangestel word, geadminestreer, ooreenkomstig reëls deur die Raad goedgekeur. Die Bestuurskomitee word aangestel uit die verteenwoordigers van die werkgewers en die werknemers in die Raad en hul plaasvervangers en bestaan uit 'n gelyke getal werkgewers- en werknemersverteenvoorders. Die reëls van die Fonds mag nie onbestaanbaar met hierdie Ooreenkoms of die Wet op Nywerheidsversoenig, 1956, of enige ander wet wees nie, en 'n kopie van die reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Die Raad kan te eniger tyd nuwe reëls uitvaardig en bestaande reglement wysig of herroep, kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(3) Where an employee is employed by two or more employers during the same week, the deduction and contribution in terms of subclause (1) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(4) Every employer shall in respect of each amount so paid by him in terms of subclause (1), issue on each pay-day to each of his employees to whom this Agreement applies, a stamp or other voucher to the value of such amount or which includes such amount.

(5) Every employee shall immediately affix such stamp or voucher in his contribution book which shall be retained by him.

(6) Every employee shall immediately after 31 October and not later than the second Friday in November in each and every year, hand his contribution book in to the Secretary who shall issue a receipt therefor.

(7) No contribution book shall contain more than 50 stamps or vouchers, and should more be affixed therein the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council. Stamps or vouchers are not transferable, neither are contribution books.

(8) The contribution of the employer, viz. R1,89 per week, shall not be refundable to the employee once the stamp has been issued to him.

(9) The stamps or vouchers referred to in subclause (4) of this clause shall be purchased by employers from the Secretary and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Fund of the value of any unused stamps or vouchers. An application for such refund shall be made to the Fund not later than 30 days after 31 October in each year or the expiration of this Agreement.

(10) An application for the contribution book shall be made by the employee on a form to be obtained from the Secretary.

(11) The Council may in its discretion combine the stamp or voucher and contribution book referred to in this clause with any other stamps, vouchers or contribution books which it may from time to time decide to introduce.

(12) The contributions collected by the Council in terms of this clause shall be paid to the Federated Employers' Insurance Co. Ltd: Provided that the Council may retain 2½ per cent of the contributions collected as administrative expenses, which amount shall be paid into the general funds of the Council.

6. MEMBERSHIP

(1) (a) Subject to the provisions of subclause (2) of this clause, membership of the Fund shall be compulsory for all artisans, foremen and general foremen.

(b) Persons other than those referred to in paragraph (a) hereof who are actively engaged or employed in the Industry may in the discretion of the Council be admitted to membership of the Fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted: Provided, however, that such person shall be required to contribute not less than the combined contribution of members and employers as prescribed in clause 5; and provided further that such contributions shall be made direct to the Federated Employers' Insurance Co. Ltd.

(2) Every artisan, foreman and general foreman for whom membership of the Fund is compulsory in terms of subclause (1), shall complete an application for membership form obtainable from the Secretary, and lodge such completed form with the Secretary within one month of the date on which—

(a) this Agreement comes into operation, if employed in the Building Industry at such date;

(b) he enters or re-enters or becomes employed in the Building Industry as an artisan, foreman or general foreman.

7. ADMINISTRATION

(1) The Fund shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council. The Management Committee shall be appointed from amongst the representatives of the employers and employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Fund shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, or any other act and a copy of the rules and of any amendments thereto shall be lodged with the Secretary for Labour.

(2) The Council may at any time make new rules and alter or repeal any existing rules; copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(3) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, kan die Registrateur 'n trustee of trustees aanstel om die funksies van die Raad of die Bestuurskomitee ten opsigte van hierdie Ooreenkoms uit te oefen en die trustees wat aldus aangestel word, het by die toepassing van hierdie Ooreenkoms al die bevoegdhede wat aan die Raad verleen is.

8. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om die persele te betree, om die navrae te doen en te voltooi, en om die dokumente, boeke, loonstate, tydstate en loonkaartjies te ondersoek, en om die persone te ondervra en om al die handellinge uit te voer wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, en gedurende sodanige agent se ondersoek mag geen persoon 'n valse verklaring aan hom doen nie.

9. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Daar moet by die Sekretaris om vrystelling aansoek gedoen word.

(3) Die Raad bepaal die voorwaardes waarop sodanige vrystelling geldig is en kan, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingsertifikaat intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het al dan nie.

10. VRYWARING

Die lede van die Raad en sy werknemers is nie vir enige skulde en laste van die Fonds aanspreeklik nie, en word hierby deur die Fonds gevrywaar teen alle verliese en koste wat hulle in of in verband met die bona fide-uitoefening van hul pligte aangegaan het.

11. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 29ste dag van Oktober 1971, te Oos-Londen onderteken.

G. H. DODD, Voorsitter.

C. E. CROSSLEY, Ondervoorsitter.

A. T. HARTLAND, Sekretaris.

No. R. 1698

22 September 1972

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, OOS-LONDEN.—MEDIËSE BYSTANDSFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervant in klousules 1 (1), 2, 18 en 19, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Oos-Londen.

M. VILJOEN, Minister van Arbeid.

(3) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council or the Management Committee in respect of this Agreement and the trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement.

8. 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 enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

9. EXEMPTIONS

(1) The Council or Management Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary.

(3) The Council shall fix the conditions subject to which such exemptions shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

10. INDEMNITY

The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

11. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in a conspicuous place upon his premises a copy of this Agreement in legible characters, in both official languages of the Republic.

Signed at East London on behalf of the parties on 29 October 1971.

G. H. DODD, Chairman.

C. E. CROSSLEY, Vice-Chairman.

A. T. HARTLAND, Secretary.

No. R. 1698

22 September 1972

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, EAST LONDON.—MEDICAL AID FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 18 and 19, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of East London.

M. VILJOEN, Minister of Labour.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-LONDEN

MEDIËSE BYSTANDSFONDSOOREENKOMS

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

East London Master Builders' and Allied Trades' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa en die

Amalgamated Union of Building Trade Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Oos-Londen deur alle werkgewers in die Bounywerheid wat lede van die werkgewersorganisasie is, en alle werknemers in genoemde Nywerheid wat lede van een van die vakverenigings is.

(2) Ondanks subklousule (1) van hierdie klousule, is die bepalings van hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers wat werksaam is as ambagsmanne, vir wie lene in klousule 4 (1) (f) van die Hofooreenkoms voorgeskryf is, en op voormanne en algemene voormanne;

(b) nie van toepassing nie op werkgewers op wie die bepalings van die Hofooreenkoms van toepassing is en werknemers in hul diens wat ten te van die publikasie van hierdie Ooreenkoms 'n mediese skema aan die gang gehou het, slegs vir solang hierdie skema in werking bly en werkgever en werknemer albei deelheffers daarin is, en mits die bystand wat die skema bied na die Raad se mening deurgaans minstens ewe gunstig is as die bystand betaalbaar kragtens die Fonds wat ooreenkomstig hierdie Ooreenkoms gestig word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Hofooreenkoms omskryf word, het dieselfde betekenis as in genoemde stukke en alle verwysings na 'n wet sluit ook alle wysigings van sodanige Wet in; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"aansoek" 'n skriftelike aansoek om betaling van 'n eis in 'n vorm deur die Raad of Komitee voorgeskryf;

"eis" die bedrag waarop 'n lid van die Fonds geregtig is vir onkoste deur hom aangegaan in verband met mediese of tandheelkundige dienste, hospitalisasie, medisyne of enige ander voordeel waarop hy of sy afhanklikes ooreenkomstig klousule 8 en die reëls geregtig is;

"voortsettingslid" iemand wat nie meer in die Nywerheid werksaam is nie dog wat kragtens klousule 7 toegelaat word om lid van die Fonds te bly;

"bydraekaart" die amptelike kaart wat deur die Raad aan elke werknemer in die Nywerheid uitgereik word;

"vervoer" vervoer per gelisensieerde ambulans en, by ontstentenis van of onvermoë om 'n gelisensieerde ambulans te verkry, vervoer per private motorvoertuig, vervoer per taxi en/of openbare vervoer, uitgesonderd vliegtuie, terwyl dit gedurende siekte of besering as 'n vervoermiddel gebruik word;

"datum van diens"—

(a) in geval van 'n konsultasie, besoek of behandeling deur 'n mediese praktisyn, tandarts of mediese adjunk, die datum waarop elke konsultasie, besoek of behandeling plaasgevind het, hetsy ten opsigte van dieselfde siekte al dan nie;

(b) in geval van 'n operasie, prosedure of bevalling, die datum waarop sodanige operasie, prosedure of bevalling plaasgevind het;

(c) in geval van hospitaalbehandeling, die datum van elke ontslag uit die hospitaal of verpleeginrigting;

(d) in geval van enige ander diens of benodigtheid, die datum waarop sodanige diens gelewer of benodigtheid verkry is;

"tandarts" 'n persoon geregistreer as 'n tandarts kragtens die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet 13 van 1928);

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON

MEDICAL AID FUND AGREEMENT

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

East London Master Builders' and Allied Trades' Association (hereinafter referred to as the "employers" or the "employers organisation"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa and the

Amalgamated Union of Building Trade Workers of South Africa (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Building Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of East London by all employers in the Building Industry who are members of the employers' organisation and all employees in the said Industry who are members of any of the trade unions.

(2) Notwithstanding the provisions of subclause (1) of this clause, the terms of this Agreement shall—

(a) only apply to employees employed as artisans for whom wages are prescribed in clause 4 (1) (f) of the Main Agreement, and to foremen and general foremen;

(b) not apply to employers to whom the provisions of the Main Agreement apply and employees in their employ, who at the time of publication of this Agreement operated a medical scheme during such period only as such scheme continues to operate and both employer and employee are participants therein, and provided further that in the opinion of the Council the benefits which such scheme provides are on the whole not less favourable than the benefits payable under the Fund established in terms of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, or the Main Agreement, shall have the same meaning as in those instruments, and any reference to an act, shall include any amendments of such Act; and, further, unless inconsistent with the context—

"application" means application for payment of any claim in writing in a form prescribed by the Council or Committee;

"claim" means the amount to which a member of the Fund is entitled in respect of expenses incurred by him in connection with medical or dental services, hospitalisation, medicine or any other benefit to which he or his dependants are entitled in terms of clause 8 and the rules;

"continuation member" means a person who is no longer employed in the Industry but who is permitted in terms of clause 7 to remain a member of the Fund;

"contribution card" means the official card issued by the Council to each employee in the Industry;

"conveyance" means transport by licensed ambulance and, in the absence of or inability to obtain a licensed ambulance, transport by private motor vehicle, transport by taxi and/or public transport, excluding aircraft, while being used as a conveyance during illness or injury;

"date of service" means—

(a) in the event of a consultation, visit or treatment by a medical practitioner, dentist or medical auxiliary, the date on which each consultation, visit or treatment occurred, whether for the same illness or not;

(b) in the event of any operation, procedure or confinement, the date on which such operation, procedure or confinement occurred;

(c) in the event of hospitalisation, the date of each discharge from the hospital or nursing home;

(d) in the event of any other service or requirement, the date on which such service was rendered or requirement, obtained;

"dentist" means a person who is registered as a dentist under the Medical, Dental and Pharmacy Act, 1928 (Act 13 of 1928);

"afhanklike" (indien en solank hy in die Republiek van Suid-Afrika of die gebied Suidwes-Afrika woonagtig en by die Fonds geregistreer is) met betrekking tot 'n lid van die Fonds—

(a) die wettige of gemeenregtelike vrou van sodanige lid behoortlik as sodanige geregistreer;

(b) so 'n lid se kind, stiefkind of wettige aangenome kind wat onder die ouderdom van 18 jaar is, ongetroud is en geen gereelde besoldiging van meer as R20 per maand ontvang nie;

(c) so 'n lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar dog hoogstens 25 jaar is, ongetroud is wat geen gereelde besoldiging van meer as R20 per maand ontvang nie, en wat, nadat daarom aansoek gedoen is en behoudens die voorwaardes van die Bestuurskomitee, deur die Bestuurskomitee erken word as 'n afhanklike persoon vir tydperke van hoogstens 12 maande op 'n keer;

(d) so 'n lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar is, ongetroud is en wat weens 'n geestes- of liggaamlike gebrek of om 'n soortgelyke rede geen gereelde besoldiging van meer as R20 per maand ontvang nie en wat met die toestemming van die Bestuurskomitee en behoudens sy voorwaardes as 'n afhanklike persoon erken word;

(e) alle ander lede van sodanige lid se familie wat nie 'n gereelde besoldiging van hoogstens R20 per maand ontvang nie en wat deur die Bestuurskomitee as afhanklike persone erken word, behoudens die voorwaardes wat die Bestuurskomitee mag bepaal;

"Hoofdooreenkomst" die Ooreenkomst gepubliseer by Goewermentskennisgewing R. 1648 van 15 September 1972 en omvat dit alle wysigings daarvan, of enige latere loonooreenkomst vir die Nywerheid;

"Bestuurskomitee" of "Komitee" die Komitee wat ingevolge klousule 15 gestig word;

"Mediese Bystandsfonds" of "Fonds" die Fonds wat ingevolge klousule 4 gestig word;

"mediese adjunk" 'n persoon geregistreer in die Register van Aanvullende Gesondheidsdienstepersoneel vir die Republiek van Suid-Afrika, gepubliseer met die magtiging van die Suid-Afrikaanse Mediese en Tandheelkundige Raad kragtens artikel 19 van die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet 13 van 1928);

"mediese praktisyn", 'n persoon geregistreer as 'n mediese praktisyn kragtens die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet 13 van 1928), en omvat dit 'n algemene praktisyn en 'n spesialis;

"mediese dienste" enige mediese tandheelkundige en/of chirurgiese behandeling, wat dienste is deur geregistreerde mediese praktisyns en/of tandartse, mediese adjunkte en/of spesialiste gelewer; met inbegrip van vervoer soos omskryf, hospitalisasie in gelisensieerde hospitale of verpleeginrigtings, operasiesaal-dienste, verpleegdienste deur geregistreerde verpleegsters, die opmaak van medisyne, artsenymiddels, verbande, salwe en smeermiddels wanneer dit verskaf word op voorskrif van mediese praktisyns en/of tandartse en/of spesialiste, en sodanige ander dienste as wat deur die Raad van tyd tot tyd goedgekeur mag word;

"lid" enigiemand wat tot die Fonds bydra ten einde enige bystand te verkry wat in hierdie reëls vermeld word, of vir homself of vir enigeen van sy afhanklikes ooreenkomstig die reëls, en wat die vorm vir die aansoek om lidmaatskap van die Fonds deur die Raad voorgeskryf behoortlik ingevul en dit ingedien het en as lid van die Fonds toegelaat is;

"lidmaatskapskaart" die amptelike kaart wat ooreenkomstig klousule 7 (3) aan elke lid van die Fonds uitgereik word;

"pensioentrekker" 'n lid wat of weens ouderdom of weens ongekiktheid uit die diens van 'n werkgewer in die Nywerheid getree het en wat, ten tyde van sodanige uittreding, altesaam minstens drie jaar lank lid van die Fonds was;

"voorkeurtarief" 'n geldetarief waarkragtens die gelde wat van lede van die Fonds en/of hul afhanklikes gevorder word, laer is as die gelde wat gevorder word van persone wat nie lede van mediese skemas is nie, en waaroor deur die Fonds kragtens klousule 5 (c) beding is, of enige ander skaal van gelde of koste wat deur die Bestuurskomitee goedgekeur is;

"Sekretaris" die Sekretaris van die Raad, en omvat dit ook 'n beaampte deur die Raad benoem om namens die Sekretaris op te tree;

"ongetroude lid" 'n lid sonder afhanklikes;

"spesialis" 'n mediese praktisyn of tandarts teenoor wie se naam 'n spesialiteit geregistreer is kragtens die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet 13 van 1928), en wat as 'n spesialis praktiseer;

"seël" die amptelike seël wat deur die Raad uitgereik word ten opsigte van elke gesamentlike bydrae van 'n lid en 'n werkgewer wat aan die Fonds betaal word;

"geldetarief"—

(a) met betrekking tot 'n diens gelewer deur 'n mediese praktisyn, die geldetarief soos gepubliseer deur die Minister

"dependant" (if and for so long as he resides in the Republic of South Africa or the territory of South-West Africa and is registered with the Fund) in relation to a member of the Fund, means—

(a) the legal or common law wife of such member duly registered as such;

(b) such member's child, step-child or legally adopted child under the age of 18 years, who is unmarried and not in receipt of regular remuneration of more than R20 per month;

(c) such member's child, step-child or legally adopted child over the age of 18 years, but not over the age of 25 years, who is unmarried and not in receipt of regular remuneration of more than R20 per month and who, on application and subject to conditions of the Management Committee is recognised as a dependent person by the Management Committee for periods of not more than 12 months at a time;

(d) such member's child, step-child or legally adopted child over the age of 18 years, who is unmarried and who, owing to mental or physical defect or any similar cause, is not in receipt of regular remuneration of more than R20 per month and who, with the consent of the Management Committee and subject to its conditions, is recognised as a dependent person;

(e) any other member of such member's family who is not in receipt of regular remuneration of more than R20 per month and who is recognised as a dependent person by the Management Committee, subject to such conditions as may be imposed by it;

"Main Agreement" means the Agreement published under Government Notice R. 1648, dated 15 September 1972, and includes any amendments thereto or any such subsequent wage agreement for the Industry;

"Management Committee" or "Committee" means the committee established in terms of clause 15;

"Medical Aid Fund" or "Fund" means the fund established in terms of clause 4;

"medical auxiliary" means a person who is registered in the Register of Supplementary Health Services Personnel for the Republic of South Africa, published under the authority of the South African Medical and Dental Council in terms of section 19 of the Medical, Dental and Pharmacy Act, 1928 (Act 13 of 1928);

"medical practitioner" means a person who is registered as a medical practitioner under the Medical, Dental and Pharmacy Act, 1928 (Act 13 of 1928), and includes a general practitioner and a specialist;

"medical services" means any medical, dental, and/or surgical treatment, being services rendered by registered medical practitioners and/or dentists, medical auxiliaries and/or specialists; including conveyance as defined, hospitalisation in licensed hospitals or nursing homes, theatre services, nursing services by registered nurses, dispensing of medicines, drugs, dressings, ointments and lotions when supplied on the prescriptions of medical practitioners and/or dentists and/or specialists, and such other services as may be approved by the Council from time to time;

"member" means any person who contributes to the Fund in order to obtain any benefit referred to in the rules either for himself or for any of his dependants in terms of the rules and who has duly completed and submitted to the Fund the application for membership form prescribed by the Council, and has been admitted as a member of the Fund;

"membership card" means the official card issued to each member of the Fund in terms of clause 7 (3);

"pensioner" means a member who has retired from the service of an employer in the Industry whether on account of age or disability and who, at the time of such retirement, has had an aggregate period of membership of the Fund of not less than three years;

"preferential tariff" means, a tariff of fees in terms of which the fees charged to members of the Fund and/or their dependants, are lower than the fees charged to persons who are not members of medical schemes, and which has been negotiated by the Fund in terms of clause 5 (c), or any other scale of fees or charges approved by the Management Committee;

"Secretary" means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

"single member" means a member without dependants;

"specialist" means a medical practitioner or dentist against whose name a speciality has been registered under the Medical, Dental and Pharmacy Act, 1928 (Act 13 of 1928), and who is practising as a specialist;

"stamp" means the official stamp issued by the Council in respect of each combined contribution of a member and employer paid to the Fund;

"tariff of fees" means—

(a) in relation to a service rendered by a medical practitioner, the Tariff of Fees as published by the Minister of Health

van Gesondheid in die *Staatskoerant* kragtens artikel 1 (1) (a) van die Wet op Mediese Skemas (Wet 72 van 1967);

(b) met betrekking tot 'n diens gelewer deur 'n tandarts, die geldetarief soos gepubliseer deur die Minister van Gesondheid in die *Staatskoerant* kragtens artikel 1 (1) (b) van die Wet op Mediese Skemas.

"jaar" die tydperk vanaf die eerste dag van Januarie elke jaar tot en met die laaste dag van Desember van dieselfde jaar.

4. MEDIESE BYSTANDSFONDS

(1) 'n Mediese bystandsfonds wat bekend staan as die Mediese Bystandsfonds van die Bounywerheid, Oos-Londen (hierna "die Fonds" genoem), word hierby gestig ten einde die bystand te verskaf wat in hierdie Ooreenkoms uiteengesit word.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge klousule 6 van hierdie Ooreenkoms deur werkgewers en lede in die Fonds gestort word;

(b) rente verkry uit die belegging van geld van die Fonds; en

(c) alle ander geld waarop die Fonds geregtig mag word.

5. DOELSTELLINGS

Die doelstellings van die Mediese Bystandsfonds is—

(a) om deur middel van bydraes, skenkings of andersins 'n fonds op te bou en sodoende daarvoor voorsiening te maak om bystand aan lede te verleen ter bestryding van onkoste wat deur hulle of hul afhanklikes aangegaan word in verband met mediese, para-mediese, verplegings-, chirurgiese of tandheelkundige dienste, of die verskaffing van medisyne of van mediese, chirurgiese, tandheelkundige of oogkundige benodigdhede of hulpmiddels of opname in hospitale of verpleeginrigtings;

(b) om die maatreëls te tref en die dinge te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van die gesondheid van lede, afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;

(c) om, sonder om enigins afbreuk te doen aan of in te meng met 'n lid se vrye keuse van diens, kontrakte aan te gaan of om 'n voorkeurtarief te beding—

(i) met enige hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;

(ii) met enige ander persoon, liggaam of owerheid ten opsigte van mediese dienste soos in hierdie Ooreenkoms of die reëls van die Fonds bepaal mag word;

(d) om al die dinge te doen wat noodsaaklik of bevorderlik is vir die welsyn van lede en hul afhanklikes of daarmee verband hou, en ter verwesenliking van bogenoemde doelstellings.

6. BYDRAES

(1) Ooreenkomstig die prosedure in subklousules (3) tot en met (15) voorgeskryf, en behoudens klousule 7 (1) (b), moet elke lid 'n bedrag van R1,05 per week tot die Fonds bydra, wat deur sy werkgewer van sy weekloon afgetrek moet word, en elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet by die lid se bydrae 'n bedrag van R1,05 per week voeg, sodat die totale weeklikse bydrae tot die Fonds R2,10 bedra.

(2) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet elke week ten opsigte van elke lid in sy diens 'n bedrag van R2,10 aan die Sekretaris betaal.

(3) Die Sekretaris moet aan elke werkgewer op wie die Hoof-ooreenkoms van toepassing is 'n seël uitreik vir elke bedrag wat ingevolge subklousule 2 aan hom betaal is en elke sodanige werkgewer moet elke Vrydag aan elke lid 'n seël uitreik wat deur hom gerojêer is met die werkgewer se naam, datum van uitreiking en die naam van die lid.

(4) 'n Werkgewer in subklousule (3) bedoel moet steeds 'n toereikende reserwevoorraad seëls aanhou: Met dien verstande dat so 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Fonds kan kry. Aansoek om so 'n terugbetaling moet by die Fonds gedoen word nie later nie as 30 dae na 31 Oktober van elke jaar of nadat hierdie Ooreenkoms verval het.

(5) Geen betaling of aftrekking ingevolge subklousules (1) en (2) hiervan moet deur 'n werkgewer gedoen word ten opsigte van 'n lid wat in 'n bepaalde week minder as 16 uur vir hom werk nie.

(6) Indien 'n lid gedurende dieselfde week by twee of meer werkgewers in diens is, moet die aftrekking en bydrae ingevolge subklousules (1) en (2) vir daardie week, gedoen word deur die eerste werkgewer by wie hy gedurende daardie week minstens 16 uur in diens was: Met dien verstande dat geen aftrekking gedoen word ten opsigte van 'n werknemer wat minder as 16 uur in 'n week gewerk het nie.

(7) Elke lid moet die betrokke seël onmiddellik op sy bydraekaart plak, en wel op die plek op voormelde bydraekaart waarop dieselfde datum voorkom as dié waarop die seël uitgereik word. Hierdie bydraekaart moet deur die lid bewaar word.

in the *Government Gazette* in terms of section 1 (1) (a) of the Medical Schemes Act (Act 72 of 1967);

(b) in relation to a service rendered by a dentist, the Tariff of Fees as published by the Minister of Health in the *Government Gazette* in terms of section 1 (1) (b) of the Medical Schemes Act;

"year" means from the first day of January each year to the last day of December of that year.

4. MEDICAL AID FUND

(1) There is hereby established a medical aid fund known as the East London Building Industry Medical Aid Fund (hereinafter referred to as "the Fund") for the purpose of providing the benefits specified in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid by employers and members into the Fund in terms of clause 6 of this Agreement;

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

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

5. OBJECTS

The objects of the Medical Aid Fund are—

(a) to raise a fund by contributions, donations or otherwise and thereby to make provision to grant assistance to members in defraying expenditure incurred by them or their dependants in connection with medical, para-medical, nursing, surgical or dental services, or the supply of medicines or of medical, surgical, dental or optical requirements or appliances or of accommodation in hospitals or nursing homes;

(b) to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;

(c) without in any way detracting from or interfering with a members' free choice of service, to contract or negotiate a preferential tariff—

(i) with any hospital registered nursing home or similar institution for the care of sick or convalescent members and their dependants;

(ii) with any other person, body, institution or authority, in respect of medical services, as may be specified in this Agreement or the rules of the Fund,

(d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforesaid objects.

6. CONTRIBUTIONS

(1) In accordance with the procedure laid down in subclauses (3) to (15), and save as provided in clause 7 (1) (b), every member shall contribute an amount of R1,05 per week to the Fund, which amount shall be deducted by his employer from his weekly wage, and every employer to whom this Agreement applies, shall add to the member's contribution an amount of R1,05 per week, thus making a total weekly contribution to the Fund of R2,10.

(2) Every employer to whom this Agreement applies shall pay to the Secretary an amount of R2,10 each week in respect of each member in his employ.

(3) The Secretary shall issue to every employer to whom the provisions of the Main Agreement apply, a stamp for each amount paid to him in terms of subclause (2), and every such employer shall issue on each Friday to each member a stamp cancelled by him, bearing the employer's name, the date of issue and the name of the member.

(4) An adequate reserve of stamps shall, at all times, be maintained by an employer referred to in subclause (3): Provided that such employer may obtain a refund from the Fund of the value of unused stamps. An application for such refund shall be made to the Fund not later than 30 days after 31 October in each year or the expiration of this Agreement.

(5) No payment or deduction shall be made in terms of subclauses (1) and (2) by an employer in respect of a member who works less than 16 hours for him in any week.

(6) Where a member is employed by two or more employers during the same week, the deduction and contribution in terms of subclauses (1) and (2) for that week, shall be made by the employer by whom he was first employed during that week for not less than 16 hours: Provided that no deduction shall be made in respect of an employee who has worked less than 16 hours in any week.

(7) Every member shall immediately affix such stamp in his contribution card, on the space in such contribution card on which appears a similar date as that on which the stamp is issued. Such contribution card shall be retained by the member.

(8) Elke lid moet so spoedig doenlik na 31 Oktober in elke jaar, dog voor of op die tweede Vrydag in November van elke jaar, sy bydraekaart inlewer by die Sekretaris wat 'n kwitansie daarvoor moet uitreik.

(9) Geen bydraekaart mag meer as 50 seëls bevat nie, en indien daar meer daarop geplak is, moet die oortollige seëls deur die Sekretaris gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

(10) Die bydraes van die werkgewer of lid is nie aan die werkgewer of lid terugbetaalbaar nadat die seëls eenmaal aan 'n lid uitgereik is of nadat die bedrag alreeds aan die Sekretaris oorbetal is nie, behalwe in die geval van terugbetalings aan werkgewers wat meer seëls aangekoop het as wat hulle behoefte het, soos in subklousule (4) bepaal.

(11) Die bydraekaarte en seëls wat aan lede uitgereik word, is nie oordraagbaar nie en geen lid mag sodanige seëls of bydraekaarte verpand, seeder, verkoop of weggee nie. Seëls in enigiemand se besit wat op 'n ander wyse verkry is as in hierdie Ooreenkoms bepaal, word aan die algemene fondse van die Raad verbeur.

(12) Elke lid moet binne 21 dae nadat hy in die Nywerheid diens aanvaar het aansoek doen om 'n bydraekaart, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet sorg dat sodanige lid in besit van 'n bydraekaart is, en wel binne 21 dae vanaf die datum waarop hy diens aanvaar het.

(13) Die Raad kan na goedvinde die seël en bydraekaart in hierdie klousule bedoel, kombineer met ander seëls of bydraekaarte wat hy van tyd tot tyd mag invoer of ingevoer het.

(14) 'n Lid wat, hetsy omdat hy werkloos is of werksaam is in 'n gebied buite die gebied waarin hierdie Ooreenkoms geld, geen bydraes ingevolge hierdie klousule betaal nie kan, indien hy vir bystand wil kwalifiseer, R2,10 per week aan die Raad betaal. Die Raad moet aan elke sodanige lid 'n seël uitreik ten opsigte van elke sodanige betaling, en die betrokke lid moet die seël op sy bydraekaart plak, en wel op die plek op sodanige bydraekaart waarop dieselfde datum voorkom as dié waarop die seël uitgereik is.

(15) Elke werkgewer moet maandeliks 'n vorm by die Sekretaris indien met die volle naam, persoonsnommer en bydraekaartnommer van die lid vir wie die betalings in subklousule (2) bedoel gedurende die maand gedoen is, asook die naam van die vakvereniging waarvan die werknemer lid is en die nommer van die seël aan die werknemer uitgereik. Hierdie vorms moet deur die werkgewer van die Sekretaris verkry word en moet voor of op die sewende dag van die maand wat volg op dié waarin die aftrekkings gedoen is, ingevul aan die Sekretaris teruggestuur word. Met dien verstande dat die Raad sodanige vorm kan kombineer met enige ander vorm wat deur hom uitgereik is.

7. LIDMAATSKAP

(1) (a) Behoudens subklousule (2), is lidmaatskap van die Fonds verpligtend vir alle ambagsmanne vir wie lone in klousule 4 (1) (f) van die Hoof-ooreenkoms voorgeskryf is, en vir voormanne en algemene voormanne.

(b) Ondergemelde persone kan na goeddunke van die Bestuurskomitee, tot lidmaatskap van die Fonds toegelaat word en hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enigiemand wat aldus toegelaat word:

- (i) 'n Werknemer van die Nywerheidsraad, of
- (ii) 'n werknemer van 'n vakvereniging wat 'n party by die Raad is, of
- (iii) iemand wat lid is van die East London Master Builders' and Allied Trades Association, of
- (iv) iemand wat deur 'n lid van die East London Master Builders' and Allied Trades Association regstreeks in 'n klerklike of administratiewe hoedanigheid in die Nywerheid in diens geneem is of geëmployeer word: Met dien verstande egter dat die Bestuurskomitee die bydrae moet vasstel wat sodanige persoon moet betaal en dat sodanige persoon minstens die gekombineerde bydrae van lede en werkgewers moet bydra wat in klousule 6 voorgeskryf word; voorts met dien verstande dat 'n afhanklike van 'n lid van 'n ander mediese skema nie vir lidmaatskap in aanmerking kom nie.

(c) Behoudens paragraaf (b), kan 'n pensioentrekker weer tot lidmaatskap van die Fonds toegelaat word: Met dien verstande dat hy binne een maand na sy uitreding of binne 'n verdere periode soos deur die Komitee toegelaat, die Sekretaris skriftelik in kennis gestel het dat hy nog lid van die Fonds wil bly.

(d) Behoudens paragraaf (b), kan 'n weduwee tot lidmaatskap toegelaat word, mits die aansoek om lidmaatskap gedoen word binne twee maande na die datum waarop die gestorwe lid oorlede is of binne 'n verdere periode soos deur die Komitee toegelaat.

(2) Elke werknemer vir wie lidmaatskap van die Fonds ingevolge subklousule (1) hiervan verpligtend is, moet 'n aansoek-vorm invul wat van die Sekretaris verkry word en moet die

(8) Every member shall as early as possible after 31 October in any year but not later than the second Friday in November of each year, hand his contribution card in to Secretary who shall issue a receipt therefor.

(9) No contribution card shall contain more than 50 stamps and, should more be affixed therein, the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council.

(10) The contributions of the employer or member shall not be refundable to the employer or member, once the stamp has been issued to a member, or once the amount has been paid over to the Secretary, except in the case of refunds to employers where stamps have been obtained in excess of requirements, as provided in subclause (4).

(11) The contribution cards and stamps issued to members are not transferable and no member shall pledge, cede, sell or give away such stamps or contribution cards. Stamps in the possession of any person obtained in any manner other than that laid down in terms of this Agreement shall be forfeited to the general funds of the Council.

(12) An application for a contribution card shall be made by every member within 21 days of their accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding, shall ensure that such member is in possession of a contribution card, within 21 days of the date of commencement of his employment.

(13) The Council may, at its discretion, combine the stamp and contribution card referred to in this clause, with any other stamps or contribution card which it may, or has, introduced from time to time.

(14) A member who, whether by reason of the fact that he is unemployed or is employed in an area outside the area to which this Agreement applies, does not make contributions in terms of this clause may, if he desires to remain eligible for benefits, pay to the Council the sum of R2,10 per week. The Council shall issue each such member with a stamp in respect of each such payment and the said member shall fix the said stamp in his contribution card on the space in such contribution card on which appears a similar date as that on which the stamp is issued.

(15) Every employer shall submit monthly a form to the Secretary showing the full name, population registration number and contribution card number of the member for whom the payments referred to in subclause (2) have been made during the month and the name of the trade union of which such employee is a member and the stamp number issued to such employee. Such forms shall be obtained by the employer from the Secretary and must be returned completed to the Secretary not later than the seventh day of the month following that in which the deductions were made: Provided that the Council may combine such form with any other forms issued by it.

7. MEMBERSHIP

(1) (a) Subject to the provisions of subclause (2), membership of the Fund shall be compulsory for all artisans for whom wages are prescribed in clause 4 (1) (f) of the Main Agreement, and for foremen and general foremen.

(b) The following persons may, at the discretion of the Management Committee be admitted to membership of the Fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted:

- (i) An employee of the Industrial Council, or
- (ii) an employee of a trade union which is a party to the Council, or
- (iii) a person who is a member of the East London Master Builders' and Allied Trades Association, or
- (iv) a person who is directly engaged or employed in a clerical or administrative capacity in the Industry by a member of the East London Master Builders' and Allied Trades Association: Provided, however, that the Management Committee shall fix the contributions payable by such a person and that such a person shall be required to contribute not less than the combined contribution of members and employers as prescribed in clause 6; provided further that a dependant of a member of another medical scheme shall not be eligible for membership.

(c) Subject to the provisions of paragraph (b) a pensioner may be re-admitted to membership of the Fund: Provided that within one month after the date of his retirement or within such further period as the Committee may allow, he has given notice in writing to the Secretary that he wishes to continue to be a member.

(d) Subject to the provisions of paragraph (b) a widow may be admitted to membership provided that the application for membership is made within two months after the date of death of the deceased member, or within such further period as the Committee may allow.

(2) Every employee for whom membership of the Fund is compulsory in terms of subclause (1), shall complete an application form obtainable from the Secretary and lodge such

ingevulde vorm by genoemde beampte indien, en wel binne een maand na die datum waarop—

- (a) hierdie Ooreenkoms van krag word, indien hy op die datum in die Bounywerheid werksaam is;
- (b) hy tot die Bounywerheid toetree of hertoetree of daarin in diens tree.
- (3) Die Sekretaris moet aan elke lid 'n kaart uitreik waarop die volgende voorkom: Die lidmaatskapsnommer, naam van die lid, die name van sy afhanklikes en die kredietbedrag wat aan elke sodanige lid verskuldig is kragtens klousule 8 en die reëls van die Fonds.
- (4) Wanneer 'n lid of sy afhanklikes mediese sorg nodig het, moet sodanige lid sy lidmaatskapskaart toon aan die persoon of inrigting wat die nodige behandeling verskaf.
- (5) Geen lidmaatskapskaart is geldig nie indien daar enigsins aan verander of enigiets daarop uitgewis is of daarmee geknoei is, of indien sodanige kaart onherkenbaar beskadig en/of onleesbaar is, wanneer klousule 12 (2) van hierdie Ooreenkoms *mutatis mutandis* van toepassing word.

8. BYSTAND

Behoudens die bepalings van hierdie Ooreenkoms en die reëls van die Fonds, kwalifiseer elke lid vir ondervermelde bystand ten opsigte van mediese, para-mediese, tandheelkundige of verplegingsdienste of benodigdhede of opname in hospitale of verpleeginrigtings:

- (1) In die geval van 'n ongetroude lid: Betaling van koste ten bedrae van altesaam hoogstens R250 in 'n bepaalde jaar;
- (2) in die geval van 'n lid met een afhanklike: 'n bedrag van altesaam hoogstens R450 in een jaar;
- (3) in die geval van 'n lid met twee of meer afhanklikes: 'n bedrag van altesaam hoogstens R600 in een jaar.

9. BYSTAND WAT UITGESLUIT IS

Ondanks andersluidende bepalings in hierdie Ooreenkoms en die reëls, is die Fonds nie aanspreeklik nie vir enige uitgawes deur 'n lid en/of sy afhanklikes aangegaan in verband met of ten opsigte van—

- (1) koste aangegaan vir kunsoë, kontaklenze, sonbrille, of nagdryfbrille, hetsy deur 'n spesialis voorgeskryf of nie, en optiese herstelwerk;
- (2) mediese, hospitaal-, verpleeginrigtings- of enige ander dienste of materiaal wat kosteloos aan die lid gelewer of verskaf is;
- (3) behandeling wat nodig is as gevolg van aanranding of besering opgedoen in 'n ongeluk deur 'n lid of 'n afhanklike van 'n lid terwyl hy 'n motorvoertuig, fiets, motorfiets of vliegtuig bestuur of daarin vervoer word;
- (4) behandeling wat voortspruit uit besering opgedoen deur 'n lid of afhanklike van 'n lid en waarvoor 'n derde party aanspreeklik kan wees, tensy die Komitee daarvan oortuig is dat die lid of afhanklike geen redelike vooruitsig het om toereikende skadevergoeding op die derde party te verhaal nie;
- (5) behandeling wat voortspruit uit vorige diens of gedurende aanhouding terwyl onder die regsbevoegdheid van die Weermag, Vloot, Lugmag, Suid-Afrikaanse Polisie en enige ander instelling of owerheid buite die beheer van die Raad of vir enige siekte of toestand waarvoor 'n ongeskiktheidstoelae of pensioen toegeken is;
- (6) aanrandings wat voortspruit uit opsetlike aanhitsing of uit versterking van die openbare orde deur enige persoon of persone, of oorlog, inval, 'n daad van 'n vreemde vyand, vyandelikhede of krygsoperasies (hetsy oorlog verklaar is of nie), munitie, opstand, rebellie, rewolusie, sameswering, sabotasie of onwettig toegedeinde mag;
- (7) behandeling van enige siekte of besering opgedoen deur 'n lid of afhanklike van 'n lid waar, na die mening van die Komitee, sodanige siekte of besering regstreeks toe te skryf is aan onreëlmatige of immorele gewoontes, versuim om te voldoen aan die redelike versoek of voorskrifte van 'n mediese praktisyn, spesialis, owerheid van hospitale en/of verpleeginrigtings, of die Bestuurskomitee of sy beamptes;
- (8) omstandighede en/of gevalle wat ressorteer onder en gedek word deur die Ongevallewet;
- (9) vakansies vir aansterkingsdoeleindes;
- (10) operasies, behandeling of apparaat wat nie noodsaaklik is nie maar uitgevoer of verskaf word ooreenkomstig die pasiënt se wense, met inbegrip van alle plastiese snykunde van 'n elektiewe of kosmetiese aard;
- (11) spesialistediens, tensy die lid of sy afhanklike deur 'n algemene praktisyn of tandarts na die spesialis verwys is;
- (12) die verskaffing of koste van patente en eiendomsmedisyne, artsenymiddels of voedsel. Vir die toepassing van hierdie Ooreenkoms beteken 'n patente of eiendomsmedisyne, artsenymiddel of voedsel enige medisyne, artsenymiddel of voedsel wat normaalweg deur 'n lid en/of sy afhanklikes verkry kan word sonder die voorskrif van 'n mediese praktisyn, tandarts en/of spesialis;

completed form with that official within one month of the date on which—

- (a) this Agreement comes into operation, if employed in the Buildings Industry at such date;
- (b) he enters or re-enters or becomes employed in the Building Industry.
- (3) The Secretary shall issue to each member a card showing, the membership number, the name of the member, the names of his dependants and the amount of credit due to each such member in terms of clause 8 and the rules of the Fund.
- (4) Whenever a member—or his dependants—requires medical attention such member shall produce his membership card to the person or institution providing the required treatment.
- (5) No membership card shall be valid if it bears any alterations, erasures or tampering, or if such card is mutilated and/or illegible when the provisions of clause 12 (2) of this Agreement shall *mutatis mutandis* apply.

8. BENEFITS

Subject to the provisions of this Agreement and the rules of the Fund, every member shall be eligible for the following benefits in respect of medical, para-medical, dental or nursing services or requirements or accommodation in hospitals or nursing homes:

- (1) In the case of a single member payment of expenses not exceeding an amount of R250 in the aggregate in any year;
- (2) in the case of a member with one dependant, an amount not exceeding R450 in the aggregate in any year;
- (3) in the case of a member with two or more dependants, an amount not exceeding R600 in the aggregate in any year.

9. EXCLUDED BENEFITS

Notwithstanding anything to the contrary contained in this Agreement and the rules, the Fund shall not be liable for any expenses incurred by a member and/or his dependants in connection with or in respect of—

- (1) artificial eyes, contact lenses, sun glasses or night driving glasses whether prescribed by a specialist or not, and optical repairs;
- (2) medical, hospital, nursing home or any other services or material which has been rendered or supplied without cost to the member;
- (3) treatment required arising from assault or injury sustained in an accident by a member or a dependant of a member whilst driving or being driven in or on a motor vehicle, cycle, motor cycle or aeroplane;
- (4) treatment required arising from injury sustained by a member or dependant of a member and for which a third party may be liable unless the Committee is satisfied that there is no reasonable prospect of the member or dependant recovering adequate damages from the third party;
- (5) treatment arising from previous employment or during detention while under the jurisdiction of the Army, Navy, Air Force, South African Police and any institution or authority outside the control of the Council or for any ailment or condition for which a disability allowance or pension has been awarded;
- (6) assaults resulting from deliberate provocation or from any disturbance of the peace by any person or persons, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, conspiracy sabotage or usurped power;
- (7) treatment of any illness or injury sustained by a member or dependant of a member where, in the opinion of the Committee, such illness or injury is directly attributable to irregular or immoral habits, failure to comply with the reasonable request or instruction of a medical practitioner, specialist, authorities governing hospitals and/or nursing homes, or the Management Committee and its officials;
- (8) circumstances and/or cases falling under and covered by the Workmen's Compensation Act;
- (9) holidays for recuperative purposes;
- (10) operations, treatment or appliances which are not essential but are performed or supplied in accordance with the patient's wishes, including all plastic surgery of an elective or cosmetic nature;
- (11) specialists' services unless the member or his dependant was referred to the specialist by a general practitioner or dentist;
- (12) the supply or cost of patent and proprietary medicines, drugs or foods. For the purpose of this Agreement, a patent or proprietary medicine, drug or food means any medicine, drug or food which can normally be obtained by a member and/or his dependants without the prescription of a medical practitioner, dentist and/or specialist;

(13) inenting, X-strale, ondersoek en navorsing wat deur enige lid van die publiek kosteloos van die Staat of plaaslike gesondheidsowerheid verkry kan word;

(14) bergklim, lugvaart;

(15) kranksinnigheid, epilepsie, veneriese siektes, immoraliteit, wangedrag of onreëlmatige of wanordelike gedrag;

(16) die invloed van bedwelmende drank, alkohol of verdovingsmiddels: Met dien verstande dat in geval van alkoholisme, remediërende behandeling ten opsigte van slegs een behandeling na goeddunke van die Bestuurskomitee ingesluit kan word in die bystand wat in klousule 8 voorgeskryf word;

(17) beroepshuidontsteking;

(18) selfmoord of gepoogde selfmoord of enige toestand wat daaruit voortspruit;

(19) opsetlike selfbesering, of besering opgedoen terwyl enige onwettige daad gepleeg word;

(20) beserings opgedoen as gevolg van deelname aan enige beroepsport;

(21) mediese dienste gelewer buite die Republiek van Suid-Afrika en die gebied van Suidwes-Afrika: Met dien verstande dat 'n eis na goeddunke van die Bestuurskomitee ingesluit kan word in die bystand wat in klousule 8 voorgeskryf word;

(22) koste aangegaan wat meer is as die Geldetarief of Voorkeurtarief wat deur die Bestuurskomitee van tyd tot tyd goedgekeur word;

(23) enige aangebore siekte, abnormaliteit, sieklikeid of chroniese siekte waaraan lede of afhanklikes ten tyde van die aanvang van lidmaatskap gelyk het, of enige siekte, ongeluk of gevolg wat aan sodanige toestand toe te skryf is;

(24) mediese dienste gelewer deur enigiemand anders as persone wat bevoeg is om dit te doen binne die bepalinge van die Ooreenkoms;

(25) die aankoop of huur van mediese, chirurgiese of ander apparate wat kunsledemate insluit;

(26) behandeling vir siekte of besering wat die gevolg is van deelname aan enige snelheidswedstryd, uitgesonderd amateur-atletiek;

(27) versuim om 'n afspraak met 'n mediese praktisyn of tandarts na te kom;

(28) swangerskaptoetse indien negatief (indien positief word dit in die kraamtoelae ingesluit).

10. BETALING VAN REKENINGS

(1) (a) (i) Wanneer betaling geskied ooreenkomstig die Geldetarief of 'n Voorkeurtarief, moet goedgekeurde rekenings, uitgesonderd rekenings ten opsigte van bedrae vir voorgeskrewe medisyne waarvan in die reëls van die Fonds melding gemaak word, behoudens subparagrafe (ii) en (iii) ten volle deur die Fonds betaal word en betaling moet geskied regstreeks aan die persoon of inrigting wat die diens lewer.

(ii) Wanneer gelde nie ooreenkomstig die Geldetarief of 'n Voorkeurtarief gehef is nie, moet betaling regstreeks aan 'n lid gedoen word.

(iii) Betaling moet nie gedoen word regstreeks aan 'n mediese praktisyn of 'n tandarts wat "Uitgekontrakteer" het nie, ongeag of die gelde wat sodanige mediese praktisyn of tandarts vra hoër of laer is as of in ooreenstemming is met die tariewe in die Geldetarief gespesifiseer: Met dien verstande dat by die toepassing van hierdie paragraaf, "Uitgekontrakteer" beteken dat sodanige mediese praktisyn of tandarts die nodige kennis soos voorgeskryf in klousule 29 (b) van die Wet op Mediese Skemas, aan die Sentrale Raad vir Mediese Dienste gegee het;

(iv) Die Fonds moet op die betrokke lid die gedeelte van die gelde verhaal wat deur hom verskuldig is. Die gedeelte wat ingevolge die reëls van die Fonds deur die lid betaalbaar is, moet deur hom aan die Fonds betaal word ten tyde wanneer hy die eis om bystand ingevolge klousule 13 indien. Die Bestuurskomitee kan ook 'n ander reëling goedkeur wat die lid aan die hand doen om die skuld te delg.

(b) Indien die Fonds namens die lid 'n bedrag betaal wat groter is as dié waarop die lid kragtens die reëls van die Fonds geregtig is, is dit 'n skuld wat deur sodanige lid aan die Fonds terugbetaal moet word.

(c) Die Fonds is nie aanspreeklik nie vir die betaling van enige verdere eise wat ingedien word deur 'n lid wat versuim het om reëlings te tref vir die delging van 'n skuld waarvoor hy ingevolge paragraaf (a) of (b) hiervan verantwoordelik is ten opsigte van 'n eis wat voorheen deur die Fonds betaal is.

(2) Indien 'n lid in gebreke bly om die skuld in subklousule (1) bedoel te delg op die wyse in subklousule (1) uiteengesit, kan die bedrag op sodanige lid verhaal word deur 'n afrekening van sy weekloon te doen. Die Sekretaris moet die werkgewer van die bedrag van sodanige afrekening in kennis stel, en laasgenoemde moet die opdrag onverwyld uitvoer en die bedrag aldaas afgetrek binne sewe dae na die afrekening aan die Sekretaris betaal. Die Bestuurskomitee kan ook enige ander reëling goedkeur wat deur die lid ter vereffening van die skuld aan die hand gedoen word.

(13) inoculations, X-rays, examinations and investigations which can be obtained by any member of the public free of charge, from the State or local health authority;

(14) mountaineering, aeronautics;

(15) insanity, epilepsy, venereal diseases, immorality, misconduct or irregular or disorderly conducts;

(16) the influence of intoxicating liquor, alcohol or drugs: Provided that in the cases of alcoholism, remedial treatment in respect of one treatment only may at the discretion of the Management Committee be included in the benefits prescribed in clause 8;

(17) occupational dermatitis;

(18) suicide or attempted suicide or any condition resulting therefrom;

(19) intentional self-injury, or injury while performing any unlawful act;

(20) injuries resulting from participation in any professional sport;

(21) medical services rendered outside the Republic of South Africa and the territory of South-West Africa: Provided that a claim may at the discretion of the Management Committee be included in the benefits prescribed in clause 8;

(22) cost incurred in excess of any Tariff of Fees or Preferential Tariff approved by the Management Committee from time to time;

(23) any congenital disease, abnormality, infirmity or chronic disease from which members or dependants were suffering at the commencement of membership, or any illness, accident or sequelae attributable to such conditions;

(24) medical services rendered by any person other than persons qualified to do so within the provisions of the Agreement;

(25) purchase or hire of medical, surgical or other appliances which shall include artificial limbs;

(26) treatment for illness or injury resulting from participation in any contest of speed, excluding amateur athletics;

(27) failure to keep an appointment with a medical practitioner or dentist;

(28) pregnancy tests if negative (if positive, is included in the maternity grant).

10. PAYMENT OF ACCOUNTS

(1) (a) (i) Subject to the provisions of subparagraphs (ii) and (iii), approved accounts, excluding those in respect of amounts for prescribed medicines referred to in the rules of the Fund, shall be paid in full by the Fund, and direct to the person or institution rendering the service, when payment is made in terms of the Tariff of Fees or a Preferential Tariff.

(ii) Payment shall be made direct to a member when fees have not been charged in terms of the Tariff of Fees or a Preferential Tariff.

(iii) Payment shall not be made direct to a medical practitioner or dentist who has "Contracted Out", irrespective of whether the fees raised by such medical practitioner or dentist are higher or lower than, or are reduced at the tariffs specified in, the Tariff of Fees: Provided that for the purpose of this paragraph "Contracted Out" means that such medical practitioner or dentist has given the notice prescribed in section 29 (b) of the Medical Schemes Act (Act 72 of 1967), to the Central Council for Medical Schemes.

(iv) The Fund shall recover from the member concerned that portion due by him. The portion payable by the member in terms of the rules of the Fund shall be paid by him to the Fund at the time when the claim for benefits is lodged by him in terms of clause 13. The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

(b) Any amount paid by the Fund on behalf of the member in excess of that to which he is entitled in terms of the rules of the Fund, shall be a debt due by such member to the Fund.

(c) The Fund shall not be liable for the payment of any further claims by a member who has failed to arrange for the liquidation of any debt due by him under paragraph (a) or (b) hereof, in respect of any claim previously paid by the Fund.

(2) In the event of a member who fails to liquidate the debt referred to in subclause (1) and in the manner set out in subclause (1), the amount may be recovered from such member by means of a deduction from his weekly wage. The amount of such deduction shall be advised by the Secretary to the Employer, who shall put into effect immediately such advice and pay the amount so deducted to the Secretary, within seven days of the deduction being made. The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

11. REGISTRASIE VAN AFHANKLIKES

(1) Om te kan kwalifiseer vir bystand ten opsigte van sy afhanklikes, moet 'n lid by die Fonds aansoek doen om die registrasie van sy afhanklikes en die inligting en dokumentêre bewyse verskaf wat die Komitee mag vereis.

(2) Behoudens subklousule (1), word ondergenoemde persone as afhanklikes geregistreer:

- (a) Die vrou van 'n lid;
- (b) die kind van 'n lid;
- (c) enige ander persoon wat deur die Komitee goedgekeur mag word.

12. BEÏNDIGING VAN LIDMAATSKAP EN BETALING VAN BYSTAND

(1) Lidmaatskap van die Fonds word beëindig en 'n lid se aanspraak op bystand wat kragtens hierdie Ooreenkoms beskikbaar is, vervel—

- (a) by die afsterwe van 'n lid;
- (b) sodra 'n lid om enige ander rede, van watter aard ook al, sy diens in die Bounywerheid beëindig, behalwe as hy 'n voortsettingslid word;
- (c) in die geval van 'n weduwee, wanneer sy weer trou of diens aanvaar by 'n plek waar lidmaatskap van 'n mediese skema 'n diensvoorwaarde is;
- (d) as gevolg van 'n bevinding deur die Komitee, nadat ondersoek ingestel is, dat hy of een van sy afhanklikes misbruik gemaak het van die regte en voorregte wat die Fonds bied;
- (e) in die geval van 'n lid wat geen weeklikse seëls ontvang nie of wat in gebreke bly om bydraes ingevolge klousule 6 te betaal.

(2) Bystand wat die Fonds bied, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te seëder, te verpand of te verhipotekeer, verbeur onmiddellik sy reg op alle bystand, en sy lidmaatskap van die Fonds, ten opsigte van homself en sy afhanklikes, word beëindig.

(3) 'n Lid of afhanklike wat op die datum toe sy lidmaatskap 'n aanvang geneem het, gelyk het aan enige vorm van gebreklikheid, 'n gebrek, chroniese siekte of ander kwaal of siekte, of aan die gevolge van 'n ongeluk wat aan sodanige toestand te wyte was, kan te eniger tyd deur die Bestuurskomitee uitgesluit word van enige bystand ten opsigte van die behandeling van daardie bepaalde toestand wat destyds bestaan het.

13. PROSEDURE WANNEER BYSTAND GEEÏS WORD

(1) Aansoek om betaling van enige eis ten opsigte van mediese dienste moet op die wyse en op die vorms gedoen word wat die Bestuurskomitee van tyd tot tyd voorskryf: Met dien verstande dat alle eise ingestel moet word binne 30 dae na die datum waarop die betrokke rekening vir mediese dienste deur die lid ontvang is, of die laaste behandeling van 'n reeks wat deur 'n lid of sy betrokke afhanklikes ontvang is, en sodanige aansoek moet vergesel gaan van ondergenoemde dokumente, naamlik:

- (a) Bydraekaart,
- (b) lidmaatskapskaart,
- (c) gespesifiseerde rekenings vir mediese dienste gelewer;
- (d) voorskrifte of gesertifiseerde afskrifte daarvan,
- (e) enige ander dokumente wat die Bestuurskomitee mag vereis.

Die Fonds word enige aanspreeklikheid kwytgeskeld wat voortspuit uit die verlies, terwyl dit vervoer word, van all dokumente wat per pos ingedien word.

(2) Ondanks andersluidende bepalings in hierdie klousule is die Fonds op generlei wyse aanspreeklik vir enige skulde, onkoste, laste en/of verpligtings deur lede en hul afhanklikes en/of ander persone aangegaan ten opsigte van mediese dienste nie, tensy bepalings van die Ooreenkoms noukeurig nagekom en daar in iedere opsig behoorlik aan voldoen is.

(3) Rekenings vir mediese behandeling moet ondergemelde besonderhede bevat:

- (a) Naam van pasiënt;
 - (b) lidmaatskapnommer van pasiënt;
 - (c) aard van siekte;
 - (d) datums van en getal besoeke;
 - (e) aard van inspuitings, as daar was, en koste van materiaal gebruik;
 - (f) waar dit van toepassing is, die kodenommer van die geldetarief;
 - (g) besonderhede van enige ander behandeling of prosedure.
- (4) Rekenings vir mediese behandeling moet deur die lid geteken word.

14. FINANSIES

Alle geld wat die Mediese Bystandsfonds toeval, moet gedeponeer word in 'n bankrekening wat vir die doel geopen is, en alle geld ontvang, moet binne drie dae na die datum van ontvangs daarin gedeponeer word.

11. REGISTRATION OF DEPENDANTS

(1) In order to be eligible for benefits in respect of his dependants, a member shall make application to the Fund for the registration of his dependants and shall furnish such information and documentary evidence as the Committee may require.

(2) Subject to subclause (1), the following shall be registered as dependants:

- (a) The wife of a member;
- (b) the child of a member;
- (c) any other person as may be approved by the Committee.

12. CESSATION OF MEMBERSHIP AND PAYMENT OF BENEFITS

(1) Membership of the Fund shall terminate and entitlement to benefits, available in terms of this Agreement shall cease—

- (a) on a member's death;
- (b) immediately a member ceases working in the Building Industry for any other reason whatsoever, except in the event of his becoming a continuation member;
- (c) in the case of a widow, on her remarrying or taking up of employment where membership of a medical scheme is a condition of employment;
- (d) on the finding by the Committee, after enquiry, that he or any of his dependants have abused the rights and privileges afforded by the Fund;
- (e) in the case of an member who fails to receive weekly stamps or fails to make contributions in terms of clause 6.

(2) Benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights, shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund, in respect of himself and his dependants shall be terminated.

(3) A member or dependant who at the date of commencement of membership was suffering from any deformity, infirmity, chronic disease or other ailment or illness or accident attributable to such condition may at any time be excluded by the Management Committee from obtaining any benefit in respect of treatment of those specific conditions existing at the time

13. PROCEDURE FOR CLAIMING BENEFITS

(1) Application for payment of any claim in respect of medical services shall be made in such a manner and on such forms as the Management Committee may prescribe from time to time: Provided that all claims shall be made within 30 days after the date on which the relevant account for medical service was received by the member, or the last of a series of treatments was received by a member or his dependants concerned, and such application shall be accompanied by the following documents:

- (a) Contribution card;
- (b) membership card;
- (c) detailed accounts for medical services rendered;
- (d) prescriptions or certified copies thereof;
- (e) such other documents as the Management Committee may require.

The Fund shall be absolved from any liability whatsoever resulting from the loss, in transit, of such documents submitted by post.

(2) Notwithstanding anything contained in this clause to the contrary, the Fund shall in no manner be liable for any debts, expenses, liabilities and/or commitments incurred or contracted by members and their dependants, and/or other persons, in respect of medical services, unless the provisions of the Agreement have been completely observed and properly complied with in every respect.

(3) Accounts for medical treatment shall, contain the following details:

- (a) Name of patient;
- (b) membership number of patient;
- (c) nature of illness;
- (d) dates and number of visits;
- (e) nature of injections, if any, and cost of material used;
- (f) where applicable, the code number of the tariff of fees;
- (g) details of any other treatment or procedure.

(4) Accounts for medical treatment shall be signed by the member.

14. FINANCE

All moneys accrued to the Medical Aid Fund shall be deposited in a banking account opened for that purpose, and all moneys received shall be deposited therein within three days of the date of receipt.

(1) Die geld van die Mediese Bystandsfonds moet aangewend word vir die betaling van bystand soos in die bepalings van hierdie Ooreenkoms voorgeskryf, en vir die betaling van alle onkoste wat aangegaan word in verband met die administrasie van die Fonds.

(2) Oorskotfondse mag alleenlik soos volg belê word, naamlik in—

(a) Staatseffekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike owerhede;

(b) Nasionale Spaarsertifikate;

(c) Poskantoorpaarrekening of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's by bouverenigings of banke;

(e) wissels, obligasies of effekte uitgegee of gewaarborg deur of deposito's by 'n plaaslike owerheid in die Republiek van Suid-Afrika wat by wet gemagtig is om belasting op vaste eiendom te hef;

(f) wissels, obligasies of effekte uitgereik of gewaarborg deur die Randwateraad, die Suid-Afrikaanse Yster en Staal Industriële Korporasie Beperk of die Elektrisiteitsvoorsieningskommissie;

(g) deposito's by of obligasies wat op 'n aandeelbeurs in die Republiek van Suid-Afrika genoteer word, uitgegee deur die Land- en Landboubank van Suid-Afrika;

(h) effekte van die Suid-Afrikaanse Reserwebank; of

(i) op enige ander wyse wat die Nywerheidsregistrator goedgekeur.

Alle rente wat uit sodanige beleggings verkry word, val die Mediese Bystandsfonds toe.

(3) Alle betalings uit die Fonds moet geskied per tjek wat onderteken moet word deur die Voorsitter of 'n lid van die Bestuurskomitee en mede-onderteken moet word deur die Sekretaris, of op enige ander wyse wat die Bestuurskomitee goedkeur.

(4) Die Bestuurskomitee moet voor of op 30 Maart in elke jaar aan die Raad state voorlê, wat geouditeer is deur 'n openbare rekenmeester wat deur die Raad aangestel is, en mede-onderteken is deur die Voorsitter van die Bestuurskomitee en waarop aangedui word—

(a) die inkomste en uitgawe van die Mediese Bystandsfonds gedurende die 12 maande geëindig op die vorige 31 Desember;

(b) die bates en laste van die Mediese Bystandsfonds aan die einde van genoemde tydperk van 12 maande.

Die gesertifiseerde rekenings en state en die ouditeursverslag daarvoor moet daarna by die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die einde van die tydperk wat daardeur gedek word aan die Sekretaris van Arbeid gestuur word.

(5) Indien die bedrag in die krediet van die Mediese Bystandsfonds te eniger tyd benede R30 000 sou daal, moet die betaling van bystand opgeskort word en mag betaling nie hervat word nie voordat die bedrag in die krediet van die Mediese Bystandsfonds die kerf van R40 000 bereik het. Met dien verstande dat, wanneer die betaling van bystand weer hervat word, eise wat gedurende die tydperk ingedien is, betaal moet word in die volgorde waarin hulle ontvang is.

15. ADMINISTRASIE

(1) Die Fonds moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel word en bestaan uit twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers en 'n voorsitter wat partye by hierdie Ooreenkoms is. Ingeval een lid afwesig is, moet die Fonds geadminestreer word deur een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers en 'n voorsitter, wat partye by hierdie Ooreenkoms is.

(2) Die Raad kan te eniger tyd nuwe reëls maak en bestaande reëls wysig of skrap. Eksemplare van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(3) Die Bestuurskomitee kan sekere bystand, of al die bystand, aan 'n lid en/of sy afhanklikes weier en/of dit weerhou indien die lid na die Bestuurskomitee se mening opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te skaad of as dit redelik waarskynlik is dat sodanige optrede daardie uitwerking kan hê. Met dien verstande dat aan so 'n lid die geleentheid gebied moet word om by die Raad te appelleer teen die beslissing van die Bestuurskomitee.

(4) Enige geskil betreffende die vertolking, betekenis of opset van enige van die bepalings van hierdie Ooreenkoms, of betreffende die administrasie van die Fonds, wat die Bestuurskomitee nie in staat is om te besleg nie, moet vir beslissing na die Raad verwys word.

(5) Die Fonds moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en hierdie reëls mag nie onbestaanbaar wees nie met hierdie Ooreenkoms of die Wet op Nywerheidsversoening, 1956, en moet onder andere die volgende voorskryf:

(a) Die bystand betaalbaar ooreenkomstig die Fonds en die kwalifikasies wat daarvoor vereis word;

(1) The moneys of the Medical Aid Fund shall be applied to the payment of benefits, as prescribed in the provisions of this Agreement and to payment of any expenditure incurred with the administration of the Fund.

(2) Surplus funds shall not be invested otherwise than in—

(a) Stock of the Government of the Republic of South Africa, or Local Government Stock;

(b) National Savings Certificates;

(c) Post Office Savings Account or Certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks;

(e) bills, bonds or securities issued or guaranteed by or deposits with any local authority in the Republic of South Africa authorised by law to levy rates upon immovable property;

(f) bills, bonds or securities issued or guaranteed by the Rand Water Board, the South African Iron and Steel Industrial Corporation Limited or the Electricity Supply Commission;

(g) deposits with or debentures quoted on a stock exchange in the Republic of South Africa, issued by the Land and Agricultural Bank of South Africa;

(h) South African Reserve Bank stock; or

(i) in any other manner approved by the Industrial Registrar.

Any interest derived from such investments shall accrue to the Medical Aid Fund.

(3) All payments from the Fund shall be made by cheque, signed by the Chairman or any member of the Management Committee and countersigned by the Secretary, or in any other manner approved by the Management Committee.

(4) Not later than 30 March of each year, the Management Committee shall submit to the Council statements audited by a public accountant, appointed by the Council, and countersigned by the Chairman of the Management Committee showing—

(a) the income and expenditure of the Medical Aid Fund during the 12 months ended 31 December preceding;

(b) the assets and liabilities of the Medical Aid Fund at the end of the 12-month period mentioned.

The certified accounts and statements and report made by the auditor thereon, shall, thereafter, lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be transmitted to the Secretary for Labour.

(5) If at any time the amount standing to the credit of the Medical Aid Fund falls below R30 000 payment of benefits shall be suspended and further payment shall not recommence until the amount standing to the credit of the Medical Aid Fund has reached R40 000: Provided that, upon payment of benefits being resumed, claims made during such period shall be met in the order in which they were received.

15. ADMINISTRATION

(1) The Funds shall be administered by a Management Committee appointed by the Council and consisting of two representatives of the employers and two representatives of the employees and a chairman, who are parties to this Agreement. In the case of one member being absent, the Fund shall be administered by one representative of the employers and one representative of the employees and a chairman, who are the parties to this Agreement.

(2) The Council may, at any time, make new rules and alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(3) The Management Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management Committee to the Council.

(4) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement, or concerning the administration of the Funds, which the Management Committee is unable to settle, shall be referred to the Council for decision.

(5) The Fund shall be administered in accordance with rules prescribed for this purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, or the provisions of the Industrial Conciliation Act, 1956, and shall, *inter alia*, prescribe—

(a) the benefits payable under the Fund and the qualifications attached thereto;

- (b) die prosedure om eise in te dien en eise te betaal;
(c) enige ander saak waaroor die Raad kan besluit.

Die Sekretaris moet elke lid van die Fonds van die reëls van die Fonds voorsien.

(6) Die Sekretaris is die Hoof- Uitvoerende Beambte van die Fonds.

(7) Die Komitee het die bevoegdheid om die doelstellings en doeleindes van die Fonds na te kom ooreenkomstig die reëls en sonder om afbreuk te doen van die algemeenheid van hierdie bepaling en het ook die volgende bevoegdhede:

(a) Om die geld van die Fonds te ontvang, te administreer en daaroor te beskik;

(b) om 'n bankrekening of -rekenings op naam van die Fonds te open en daarop te werk;

(c) om geld wat nie onmiddellik vir die doeleindes van die Fonds nodig is nie, te belê op die wyse in klousule 14 (b) bepaal en om sodanige beleggings te wysig of te realiseer;

(d) om namens die Fonds enige kontrak aan te gaan of dokumente te teken en om alle geregtelike prosesse deur of teen die Fonds in te stel, te voer, te verdedig, daarvoor akkoord te gaan of dit te laat vaar;

(e) om sekretarisse, mediese adviseurs en prokureurs aan te stel, te besoldig en hul aanstelling te beëindig, en om enigiemand vir die doeleindes van die Fonds in diens te neem, te besoldig en sy diens te beëindig;

(f) om enigeen van sy bevoegdhede en pligte te deleger aan 'n subkomitee wat hy aangestel het, met dien verstande dat 'n subkomitee wat aldus aangestel word, by die uitoefening van sy bevoegdhede moet voldoen aan reëls of instruksies wat die Komitee hom opgelê of aan hom uitgereik het;

(g) om regulasies op te stel wat die vorm en die wyse voorskryf waarop aansoeke om die toekennings van bystand ingedien en deur die Fonds behandel moet word;

(h) om alle ander dinge te doen wat na die mening van die Komitee bevorderlik is vir die bereiking van almal of enigeen van bogenoemde doelstellings;

(i) om die Voorsitter en enige beambte wat hy mag goedkeur, en op sodanige voorwaardes as wat hy mag goedkeur, van tyd tot tyd te magtig om enige kontrak of ander dokument te onderteken wat die Fonds bind of enige dokument wat die verrigting van 'n handeling namens die Fonds magtig;

(j) om die ledegeld vas te stel vir ander lede as dié in klousule 7 (1) (a) gemeld.

(8) Die lede van die Komitee en elke werknemer van die Fonds moet geheimhouding in verband met alle sake wat onder hul aandag kom tydens die verrigting van hul pligte in verband met die Fonds of wat voortspruit uit sake wat bespreek word, bewaar en help om dit te bewaar.

16. VERSTRYKING VAN DIE OOREENKOMS

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval en daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe Ooreenkoms aangegaan word nie waarin daar voorsiening gemaak word vir die voortsetting van die Fonds, of indien die Fonds nie in sodanige tydperk oorgedra word na 'n ander fonds wat in die lewe geroep is vir dieselfde doel as die waarvoor die Fonds gestig is nie, moet die Fonds gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo vermeld of by 'n latere ooreenkoms voortgesit word, deur die Bestuurskomitee geadministreer word. Na verstryking van genoemde tydperk van twee jaar moet daar ooreenkomstig klousule 17 met die Fonds gehandel word.

(2) Indien die Raad ontbind sou word of ophou funksioneer gedurende enige bepaalde tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds verder geadministreer word deur die Bestuurskomitee wat dan aan die roer is. 'n Vakture wat in die Komitee ontstaan, kan deur die Nywerheidsregistrateur aangevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, en wel op so 'n wyse dat 'n gelyke getal werkgewers en werknemersvertegenwoordigers in die Komitee versker word. Indien sodanige Komitee nie in staat is nie of onwilling is om sy pligte na te kom of indien daar voor 'n dooie punt te staan gekom word wat die administrasie van dié Fonds na die mening van die Nywerheidsregistrateur onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee te vervul, en so 'n trustee besit dan vir dié doel al die bevoegdhede van die Komitee.

Indien daar wanneer hierdie Ooreenkoms verval, geen Raad bestaan nie, moet die Fonds ingevolge klousule 17 gelikwideer word deur die Komitee wat dan aan die roer is of deur die trustee of trustees wat deur die Nywerheidsregistrateur aangestel is.

17. LIKWIDASIE VAN DIE FONDS

Indien daar by die verstryking van die tydperk van twee jaar in klousule 16 (1) vermeld nog geen daaropvolgende ooreenkoms aangegaan is waarin voorsiening gemaak word vir die voortsetting van die Fonds nie of die Fonds nie oorgedra is na 'n

- (b) the procedure for lodging claims and payment of claims;
(c) any other matter which the Council may decide.

The Secretary shall furnish each member of the Fund with a copy of the rules of the Fund.

(6) The Secretary shall be the Chief Executive Officer of the Fund.

(7) The Committee shall have the power to carry out the objects and purposes of the Fund in accordance with the rules and without detracting in any way from the generality of this provision and shall have the following powers:

(a) To receive, administer and apply the monies of the Fund;

(b) to open and operate a banking account or accounts in the name of the Fund;

(c) the invest moneys not immediately required for the purpose of the Fund in the manner provided for in clause 14 (b) and to vary or realise any such investments;

(d) to enter into and sign any contract or documents in the name of the Fund and to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund;

(e) to appoint, remunerate and terminate the appointment of secretaries, medical advisers and attorneys and to employ, remunerate and terminate the employment of any person for the purposes of the Fund;

(f) to delegate any of its powers and duties to any subcommittee appointed by it, provided that a subcommittee so nominated shall in the exercise of its powers conform to any rules or instructions that may be imposed on or issued to it by the Committee;

(g) to make regulations prescribing the form and the manner in which applications for the award of benefits shall be lodged and dealt with by the Fund;

(h) to do all such other acts as, in the opinion of the Committee, are conducive to the attainment of all or any of the above objects;

(i) to authorise the Chairman and any official as it may approve from time to time, and upon such terms and conditions as may be approved by it, to sign any contract or other document binding the Fund or any document authorising the performance of any act on behalf of the Fund;

(j) to prescribe the rate of contribution for members other than those referred to in clause 7 (1) (a).

(8) The members of the Committee and every employee of the Fund shall preserve and aid in preserving secrecy in regard to all matters that may come to their knowledge in the performance of their duties in connection with the Fund or arising from matters discussed.

16. EXPIRY OF THE AGREEMENT

(1) Upon the expiry of this Agreement or any extension thereof and a subsequent Agreement providing for the continuation of the Fund not being negotiated within two years from the expiry of this Agreement or any extension thereof, or the Fund not being transferred within such period to any other fund constituted for the same purpose as that for which the Fund was established, the Fund shall, during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Management Committee. After expiry of the said period of two years the Fund shall be dealt with in accordance with the provisions of clause 17.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employees representatives on the Committee. In the event of such 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 Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes.

In the event of there being no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated in terms of clause 17 by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

17. LIQUIDATION OF THE FUND

Upon the expiry of the period of two years referred to in clause 16 (1) and a subsequent agreement providing for the continuation of the Fund not having been negotiated or the Fund not having been transferred to any other fund constituted

ander fonds wat in die lewe geroep is vir dieselfde doel as dié waarvoor die Fonds gestig is nie, of indien daar by die verstryking van die Ooreenkoms geen Raad bestaan nie, moet die dan diensdoende Bestuurskomitee of die trustee of trustees wat deur die Nywerheidsregistrator aangestel is, na gelang van die geval, voortgaan om betalings uit die Fonds te doen asof die Ooreenkoms nog bestaan, dit wil sê, voortgaan om eise uit te betaal soos in die Ooreenkoms en die reëls bepaal tot tyd en wyl die Fonds uitgeput is.

Administrasiekoste moet teen die Fonds in rekening gebring word.

18. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om behulpzaam te wees met die implementering van die bepalinge van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en van elke werknemer om sulke persone toe te laat om die persele te betree soos nodig mag blyk om die ondersoeke in te stel en af te handel, die dokumente, boeke, loonstate, tydregisters en betaalkaartjies na te gaan, en die individue te ondervra en al die dinge te doen wat nodig mag wees ten einde vas te stel of die bepalinge van hierdie Ooreenkoms wel nagekom word. Niemand mag in die loop van die agent se ondersoek 'n valse verklaring aan hom doen nie. Wanneer 'n agent die bevoegdhede uitoefen wat kragtens hierdie klousule aan hom verleen is, mag hy deur 'n tolk vergesel word.

19. ORGANISEERDERS VAN VAKVERENIGINGS

Organiseerders van die vakverenigings moet die reg hê om lede van hul onderskeie vakverenigings gedurende normale werkeure by die werk of in werkwinkels te spreek: Met dien verstande dat die werkgewer deur die organiseerder in kennis gestel word van sy voorneme om sodanige werkeplek of werkwinkel te besoek, en voorts met dien verstande dat die organiseerder nie die werkprestasie of produksie van enige lid te veel vertraag nie.

20. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling verleen van enigeen van die bepalinge van hierdie Ooreenkoms.

(2) Aansoeke om vrystelling moet aan die Sekretaris gerig word.

(3) Die Raad of Bestuurskomitee bepaal die voorwaardes waarop sodanige vrystelling verleen word, en kan na goedvinde, en na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystelling intrek, ongeag of die tydperk waarvoor vrystelling verleen is, verstryk het al dan nie.

21. VRYWARING

Die lede van die Raad, en sy werknemers, is nie aanspreeklik vir enige skulde en verpligtings van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan in die loop van of in verband met die bona fide-vervulling van hul pligte.

22. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek op sy perseel 'n eksemplaar van hierdie Ooreenkoms aanbring en aangebring hou in leesbare druk, in albei amptelike tale van die Republiek.

23. TOEPASSING VAN OOREENKOMS

Geen werkgewer of werknemer mag die bepalinge van hierdie Ooreenkoms veronagsaam nie, ongeag of genoemde bepalinge 'n voordeel vir die berokke werkgewer of werknemer skep of 'n verpligting op hulle plaas. Elke bepaling skep 'n reg of 'n verpligting, na gelang van die geval, wat geen verband hou met die bestaan van ander bepalinge nie.

Indien enige bepalinge van hierdie Ooreenkoms ongeldig of *ultra vires* vir die partye of die Minister sou wees, hetsy voor of na die publikasie van hierdie Ooreenkoms deur die Minister in die *Staatskoerant* ingevolge artikel 48 van die Wet, raak dit op generlei wyse die res van die Ooreenkoms nie, wat in daardie geval die Ooreenkoms is.

Namens die Raad op hede die 29ste Oktober 1971 te Oos-Londen onderteken.

G. H. DODD, Voorsitter van die Raad.

C. E. CROSSLEY, Ondervoorsitter van die Raad.

A. T. HARTLAND, Sekretaris van die Raad.

for the same purpose as that for which the Fund was established or if there is no Council in existence upon the expiry of this Agreement, the Management Committee in office at the time or the trustee or trustees appointed by the Industrial Registrar, as the case may be, shall continue to make payments from the Fund as if the Agreement was still in existence, that is to say, continue to pay out claims as provided for in the Agreement and the rules until such time as the Fund is exhausted.

Administration costs shall constitute a charge upon the Fund.

18. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, as may be necessary to institute and complete such inquiries, to examine such documents book, wage sheets, time sheets, and pay tickets, and to interrogate such individuals and do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed. No person shall make a false statement to such agent during the course of his investigations. When exercising the powers conferred upon him by this clause, an agent may be accompanied by an interpreter.

19. TRADE UNION ORGANISERS

Organisers of the trade unions shall have the right to interview members of their respective unions on the jobs or in the workshops during normal working hours: Provided that the employer is notified by the organiser of his intentions to visit such job or workshop, and provided further that the organiser does not unduly retard the production or output of work of any member.

20. EXEMPTIONS

(1) The Council or Management Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary.

(3) The Council or Management Committee shall fix the conditions subject to which such exemption shall be granted, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw exemption, whether or not the period for which exemption was granted has expired.

21. INDEMNITY

The members of the Council, and its employees, shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

22. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in a conspicuous place upon his premises, a copy of this Agreement in legible characters, in both official languages of the Republic.

23. APPLICATION OF AGREEMENT

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employee concerned. Each provision shall create a right or obligation, as the case may be, independently of the existence of other provisions.

In the event of any provision of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of section 48 of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at East London on behalf of the Council this 29th day of October 1971.

G. H. DODD, Chairman of the Council.

C. E. CROSSLEY, Vice-Chairman of the Council.

A. T. HARTLAND, Secretary of the Council.

INHOUD

Arbeid, Departement van
Goewermentskennisgewings

No.	Bladsy
R.1697. Wet op Nywerheidsversoening, 1956: Bounywerheid, Oos-Londen: Pensioen- fondsooreenkoms	1
R.1698. Wet op Nywerheidsversoening, 1956: Bounywerheid, Oos-Londen: Mediese Bystandsfondsooreenkoms	4

CONTENTS

Labour, Department of
Government Notices

No.	Page
R.1697. Industrial Conciliation Act, 1956: Build- ing Industry, East London: Pension Fund Agreement	1
R.1698. Industrial Conciliation Act, 1956: Build- ing Industry, East London: Medical Aid Fund Agreement	4

