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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1920

27 October 1972

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING INDUSTRY, WESTERN PROVINCE.—
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 1 November 1972 and for the period ending 31 January 1976, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2 and 17, shall be binding, with effect from 1 November 1972 and for the period ending 31 January 1976, 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 Districts of The Cape, Wynberg, Simonstown, Bellville, Paarl, Somerset West, Stellenbosch, Strand and Wellington, and in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville.

M. VILJOEN, Minister of Labour.

A—5744

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1920

27 Oktober 1972

WET OP NYWERHEIDSVERSOENING, 1956

**BOUNYWERHEID, WESTELIKE PROVINSIE.—
MEDIËSE HULPFONDSOOREENKOMS**

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 1 November 1972 en vir die tydperk wat op 31 Januarie 1976 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2 en 17, met ingang van 1 November 1972 en vir die tydperk wat op 31 Januarie 1976 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 landdrosdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Paarl, Somerset-Wes, Stellenbosch, Strand en Wellington, en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het.

M. VILJOEN, Minister van Arbeid.

1—3689

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY (WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades' Association (Cape Peninsula);

Boland Master Builders' Association;

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry;

(hereinafter called the "employers" or the "employers' organisations" of the one part) and the

Amalgamated Society of Woodworkers of South Africa;

South African Operative Masons' Society;

South African Woodworkers' Union;

Western Province Building and Allied Trades Union;

Western Province Building Workers Union;

(hereinafter called the "employees" or the "trade unions") of the other part,

being parties to the Industrial Council for the Building Industry (Western Province)

1. SCOPE OF APPLICATION

(a) The terms of this Agreement shall be observed in the Cape Peninsula and in the Boland by all employers in the Building and/or Monumental Masonry Industries who are members of the employers' organisations and by all employees who are members of the trade unions.

(b) Notwithstanding the provisions of subclause (a) the provisions of this Agreement shall—

(i) in respect of the Cape Peninsula only apply to employees excluding learners for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) of the Agreement published under Government Notice R. 1963 of 27 October 1972 or any succeeding Agreement, and includes any amendment or extension thereof (hereinafter referred to as the "Peninsula Agreement");

(ii) in respect of the Boland only apply to employees (excluding learners) for whom wages are prescribed in clause 16 (1) (e), (f), (g), (h), (i), (k) and (l) of the Agreement published under Government Notice R. 1295 of 26 July 1968 or any succeeding Agreement, and includes any amendment or extension thereof (hereinafter referred to as the "Boland Agreement").

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force from that date until 31 January, 1976 or for such period as may be determined by the Minister.

3. DEFINITIONS

Any term or expression used in this Agreement which is defined in the Peninsula and Boland Agreements or the Industrial Conciliation Act, 1956, and any regulations framed under the said Act shall have the same meaning as in those measures and any reference to an act or agreement shall include any amendments of such act or agreement. Further, unless inconsistent with the context—

"application" means an application in writing on a form prescribed by the Council or Committee;

"approve" or "approval" means written approval;

"Boland" means the Magisterial Districts of Paarl, Somerset West, Stellenbosch, Strand and Wellington (but excluding that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville);

"Cape Peninsula" means the Magisterial Districts of The Cape, Wynberg, Simonstown and Bellville (including those portions of the Magisterial Districts of Malmesbury and Stellenbosch, which prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville);

"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 the rules;

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

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades' Association (Cape Peninsula);

Boland Master Builders' Association;

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig;

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

Amalgamated Society of Woodworkers;

South African Operative Masons' Society;

South African Woodworkers' Union;

Western Province Building and Allied Trades Union;

Western Province Building Workers Union;

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. TOEPASSINGSBESTEK

(a) Die bepalings van hierdie Ooreenkoms moet in die Kaapse Skiereiland en in die Boland nagekom word deur alle werkgewers in die Bou- en/of Monumentklipmesselnywerheid wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is.

(b) Ondanks die bepalings van subklousule (a), is die bepalings van hierdie Ooreenkoms van toepassing—

(i) ten opsigte van die Kaapse Skiereiland slegs ten opsigte van werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word in klousule 16 (1) (e), (f), (g), (i) en (j) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1963 van 27 Oktober 1972 of enige daaropvolgende Ooreenkoms en sluit dit enige wysiging of verlenging daarvan in (hierna die "Skiereiland Ooreenkoms" genoem);

(ii) ten opsigte van die Boland slegs op werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word in klousule 16 (1) (e), (f), (g), (h), (i), (k) en (l) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1295 van 26 Julie 1968 of enige daaropvolgende Ooreenkoms en sluit dit enige wysiging of verlenging daarvan in (hierna die "Boland Ooreenkoms" genoem).

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vanaf daardie datum tot 31 Januarie 1976 of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWINGS

Alle terme of uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Skiereiland en Boland Ooreenkoms of die Wet op Nywerheidsversoening, 1956, en in regulasies wat kragtens genoemde Wet opgestel is, omskryf word, het dieselfde betekenis as in daardie maatreëls, en waar daar van 'n wet of 'n ooreenkoms melding gemaak word, word ook alle wysigings van sodanige Wet of Ooreenkoms bedoel. Voorts, tensy onbestaanbaar met die sinsverband, beteken—

"aansoek" 'n skriftelike aansoek op 'n vorm deur die Raad of Komitee voorgeskryf;

"goedkeur" of "goedkeuring" skriftelike goedkeuring;

"Boland" en die landdrosdistrikte Paarl Somerset-Wes, Stellenbosch, Strand en Wellington (maar uitgesonderd daardie gedeelte van die landdrosdistrik Stellenbosch wat, voor die publikasie van Goewermentskennisgewing 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het);

"Kaapse Skiereiland" die landdrosdistrikte Die Kaap, Wynberg, Simonstad en Bellville (met inbegrip van daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat, voor die publikasie van onderskeidelik Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het);

"eis" die bedrag waarop 'n lid van die Fonds geregtig is ten opsigte van uitgawes wat hy aangegaan het in verband met mediese of tandheelkundige dienste, hospitalisasie, medisyne of enige ander bystand waarop hy of sy afhanklikes kragtens die reëls geregtig is;

"voortsettingslid" 'n lid wat nie meer in die Nywerheid werkzaam of betrokke is nie maar wat ingevolge klousule 7 toege- laat word om lid van die Fonds te bly;

"dependant" (if and for so long as the dependant resides in the Republic of South Africa and 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, stepchild or legally adopted child under the age of 18 years who is unmarried and not in receipt of regular remuneration of more than R30 per month;

(c) such member's child, stepchild or legally adopted child over the age of 18 years who is married and who, owing to mental or physical defect or any similar cause, is not in receipt of a regular remuneration of more than R30 per month and who, with the consent of the Management Committee and subject to its conditions, is recognised as a dependent person;

(d) any other member of such member's family who is in receipt of a regular income of not more than R30 per month and who is recognised as a dependent person by the Management Committee subject to such conditions as may be imposed by it;

provided that any such dependant shall be normally resident with and dependent upon the member;

"Fund" means the Fund provided for in terms of clause 4 of this Agreement;

"Management Committee" or "Committee" means a committee appointed as such by the Council in terms of clause 6 of this Agreement to administer the Fund on behalf of the Council;

"married member" means, subject to the rules of the Fund, a member with one or more dependants;

"medical scheme" means—

(a) a medical scheme registered under section 15 or provisionally under section 16 of the Medical Schemes Act, 1967 (Act 72 of 1967);

(b) a medical scheme which, under section 2 of the Medical Schemes Act is not required to comply with the provisions of the said Act;

"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 his dependants in terms of the rules and who has duly completed and submitted to the Management Committee the prescribed application for membership form and has been admitted as a member of the Fund;

"pensioner" means 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 Council's Fund of not less than 10 years;

"preferential tariff" means a tariff of fees for the Medical Aid Fund as agreed 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, subject to the rules, a member without dependants;

"year" means, unless otherwise stated, the 1st day of November each year to the last day of October of the year following.

4. MEDICAL AID FUND

(1) The Building Industry Medical Aid Fund (hereinafter referred to as "the Fund") established in terms of the Agreement published under Government Notice R. 728 of 2 May 1969, is hereby continued.

(2) The Fund shall consist of—

(a) all contributions paid by employers and members into the Fund in accordance with clause 9 of this Agreement and the Agreement referred to in subclause (1);

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

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

5. OBJECTS

The objects of the Fund shall be—

(1) to assist members in regard to the cost of such medical services incurred by them or their dependants as may be provided for in the rules from time to time;

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

(3) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members and their dependants;

(4) to contract with any other person body, institution or authority in respect of medical services as may be specified from time to time;

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

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

(b) sodanige lid se kind, stiefkind of wettig aangenome kind onder die leeftyd van 18 jaar, wat ongetroud is en wat nie gereeld 'n besoldiging van meer as R30 per maand ontvang nie;

(c) sodanige lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar is, wat ongetroud is en wat, weens 'n geestes- of liggaamlike gebrek of dergelike oorsaak, nie 'n gereelde besoldiging van meer as R30 per maand ontvang nie en wat, met die toestemming van die Bestuurskomitee en op sy voorwaardes, as 'n afhanklike persoon erken word;

(d) enige ander lid van sodanige lid se gesin wat gereeld 'n inkomste van nie meer as R30 per maand ontvang nie en wat deur die Bestuurskomitee en op dié voorwaardes wat hy mag stel, as 'n afhanklike persoon erken word;

met dien verstande dat sodanige afhanklike gewoonlik by die lid moet inwoon en van hom afhanklik moet wees;

"Fonds" die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms gestig is;

"Bestuurskomitee" of "Komitee" 'n komitee wat kragtens klousule 6 van hierdie Ooreenkoms as sodanig deur die Raad aangestel is om die Fonds namens die Raad te administreer;

"getroude lid", behoudens die reëls van die Fonds, 'n lid met een of meer afhanklikes;

"mediese skema"—

(a) 'n mediese skema wat ingevolge artikel 15 of voorlopig ingevolge artikel 16 van die Wet op Mediese Skemas, 1967 (Wet 72 van 1967), geregistreer is;

(b) 'n mediese skema wat soos in artikel, 2 van die Wet op Mediese Skemas bepaal, nie aan die bepalings van genoemde Wet hoef te voldoen nie;

"lid" enigiemand wat tot die Fonds bydra ten einde 'n voordeel soos in die reëls bedoel, of vir homself of vir sy afhanklikes ooreenkomstig die reëls te verkry, wat die voorgeskrewe aansoek om lidmaatskap behoorlik ingevul en aan die Bestuurskomitee voorgelê het en wat as lid van die Fonds toegelaat is;

"pensioentrekker" 'n lid wat uit die diens van 'n werkgewer in die Nywerheid getree het, hetsy weens ouderdom of werk-onvermoë, en wat ten tyde van sodanige uitdienstreding altesaam minstens 10 jaar lid van die Raad se Fonds was;

"voorkeurtarief" 'n geldetarief vir die Mediese Hulpfonds waartoe die Bestuurskomitee ingestem het;

"Sekretaris" die Sekretaris van die Raad en ook 'n beamppte deur die Raad aangewys om namens die Sekretaris op te tree;

"ongetroude lid", behoudens die reëls, 'n lid sonder afhanklikes;

"jaar", tensy anders gemeld, die eerste dag van November elke jaar tot die laaste dag van Oktober van die daaropvolgende jaar.

4. MEDIESE HULPFONDS

(1) Die Mediese Hulpfonds vir die Bounywerheid (hieronder die "Fonds" genoem) gestig kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 728 van 2 Mei 1969, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) alle bydraes wat deur werkgewers en lede ooreenkomstig klousule 9 van hierdie Ooreenkoms en die Ooreenkoms bedoel in subklousule (7) aan die Fonds betaal word;

(b) alle rente verkry uit die belegging van gelde van die Fonds;

(c) alle gelde waarop die Fonds geregtig mag word.

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

(1) om lede te help in verband met die koste van dié mediese dienste wat hulle of hul afhanklikes aangegaan het en waarvoor daar van tyd tot tyd in die reëls voorsiening gemaak mag word;

(2) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van die gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid diens doen of werksaam is;

(3) om met 'n hospitaal, verpleeginrigting, herstellingstehuis of ander soortgelyke inrigting 'n kontrak aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;

(4) om met 'n ander persoon, liggaam, inrigting of owerheid 'n kontrak aan te gaan ten opsigte van dié mediese dienste wat van tyd tot tyd gespesifiseer mag word;

(5) to meet the cost of making such arrangements and to meet such expenses as may be necessary and expedient for the purpose of carrying out the above-mentioned objects.

6. ADMINISTRATION OF THE FUND

(1) The Fund shall be administered by a Management Committee appointed by the Council and consisting of five representatives of the employees together with an equal number of representatives of the employers. The representatives shall be members of the Council or their alternates. The Chairman and Vice-Chairman of the Council shall be Chairman and Vice-Chairman respectively of the Management Committee and the provisions of the Council's Constitution relating to their period of office and the convening and conduct of meetings of the Council, shall *mutatis mutandis* apply in the case of the Management Committee.

(2) 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) the procedure for lodging claims and payment of claims;

(c) any other matter which the Council may decide.

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

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

(5) The 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 interest of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(6) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or rules or concerning the administration of the Fund which the Committee is unable to settle, shall be referred to the Council for decision, whose decision shall be final.

(7) The Committee shall have the powers 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 moneys of the Fund;

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

(c) to invest moneys not immediately required for the purpose of the Fund in the manner provided for in clause 11 (4) and to vary or realise any such investments;

(d) to enter into and sign any contracts 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 or 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 or things 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; provided that documents to be submitted to the Registrar shall be signed in the manner prescribed by the regulations framed under the Act;

(j) to prescribe the rate of subscription for members other than those referred to in subclause (1) (a) of clause 7;

(k) to decrease benefits provided that such reduction shall not be more than 15 per cent in any one year.

(5) om die koste van sodanige maatreëls en die uitgawes wat nodig en dienstig mag wees vir die verwesenliking van bogenoemde oogmerke, te bestry.

6. ADMINISTRASIE VAN DIE FONDS

(1) Die Fonds word geadministreer deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit vyf verteenwoordigers van die werknemers, tesame met vyf verteenwoordigers van die werkgevers. Die verteenwoordigers moet lede van die Raad of hul sekundi wees. Die Voorsitter en Ondervoorsitter van die Raad is onderskeidelik die Voorsitter en Ondervoorsitter van die Bestuurskomitee, en die bepalings van die Raad se konstitusie in verband met hul ampstermyn en die belegging en hou van vergaderings van die Raad, is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(2) Die Fonds word geadministreer ooreenkomstig die reëls wat die Raad vir hierdie doel voorskryf, en sodanige reëls mag nie met die bepalings van hierdie Ooreenkoms of die bepalings van die Wet op Nywerheidsversoeniging, 1956, onbestaanbaar wees nie en moet o.a. die volgende voorskryf:

(a) Die voordele betaalbaar uit die Fonds en die kwalifikasies daaraan verbonde;

(b) die prosedure vir die indiening en betaling van eise;

(c) alle ander sake waartoe die Raad mag besluit.

(3) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of herroep. Kopieë van die Fonds se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Die Sekretaris van die Raad is die hoofuitvoerende beambte van die Fonds.

(5) Die Komitee kan enige van of al die voordele van 'n lid en/of sy afhanklikes weier en/of terughou indien sodanige lid of afhanklike na die mening van die Komitee opgetree het op 'n manier wat daarop bereken is om die belange van die Fonds of sy lede te skaad of dit na alle redelike waarskynlikheid kan skaad; met dien verstande dat sodanige lid die geleentheid gegee moet word om by die Raad appél teen die beslissing van die Komitee aan te teken, en die beslissing van die Raad is finaal.

(6) Alle geskille betreffende die uitleg, betekenis of bedoeling van 'n bepaling van hierdie Ooreenkoms of die reëls of in verband met die administrasie van die Fonds, wat die Komitee nie kan besleg nie, moet vir beslissing na die Raad verwys word, wie se beslissing finaal is.

(7) Die Komitee het die bevoegdheid om die oogmerke en doeleindes van die Fonds uit te voer ooreenkomstig die reëls en sonder om enigerwyse afbreuk aan die algemeenheid van die bepaling te doen, en het die volgende bevoegdheid:

(a) Om die gelde van die Fonds te ontvang, te administreer en aan te wend;

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

(c) om gelde wat nie onmiddellik vir die doel van die Fonds nodig is nie, te belê soos in klousule 11 (4) bepaal is om sodanige beleggings te verander of te gelde te maak;

(d) om kontrakte aan te gaan of dokumente te onderteken in die naam van die Fonds en om geregtelike stappe deur of teen die Fonds in te stel, te voer, te verweer, 'n akkoord in verband daarmee aan 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 enige van sy bevoegdhede of pligte aan 'n subkomitee wat hy aangestel het, te deleger; met dien verstande dat 'n subkomitee wat aldus aangestel is, by die uitoefening van sy bevoegdhede die reëls of instruksies wat die Komitee hom opleë of aan hom uitreik, moet nakom;

(g) om regulasies op te stel waarby die vorm en die manier waarop aansoeke om die toekenning van voordele ingedien en deur die Fonds behandel moet word, voorgeskrif word;

(h) om al die ander stappe of dinge te doen wat na die mening van die Komitee bevorderlik is vir die verwesenliking van enige van of al bogenoemde oogmerke;

(i) om die Voorsitter en enige beambte wat hy van tyd tot tyd mag goedkeur, te magtig om op dié voorwaardes wat hy mag goedkeur, enige kontrak of ander dokument waarby die Fonds verbind word of enige dokument waarby enige stap namens die Fonds gemagtig word, te onderteken; met dien verstande dat dokumente wat aan die Registrateur voorgelê moet word, onderteken moet word op die manier voorgeskrif by die regulasies wat kragtens die Wet opgestel is;

(j) om die bydraes van ander lede as dié in subklousule (1) (a) van klousule 7 bedoel, voor te skryf;

(k) om voordele te verminder; met dien verstande dat sodanige vermindering nie meer as 15 persent in 'n bepaalde jaar mag beloop nie.

(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.

7. MEMBERSHIP

(1) (a) Subject to the provisions of subclause (2) of this clause, membership of the Fund shall be compulsory for all employees excluding learners for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) of the Peninsula Agreement and clause 16 (1) (e), (f), (g), (h), (i), (k) and (l) of the Boland Agreement.

(b) Persons other than those referred to in paragraph (a) of this subclause who are directly engaged or employed in the Industry may, on application and at the discretion of the Management Committee, be admitted to membership of the Fund.

(c) A member who, on account of age or disability or other circumstances, retires from service as a pensioner may, with the consent of the Committee, become a continuation member provided that he has been, at the time of his retirement, a member of the Fund for a continuous period of not less than 10 years; provided further that the Committee may recognise any continuous membership of any other medical scheme immediately before becoming a member of the Fund for the purpose of determining such period.

(d) The widow of a deceased member may, with the approval of the Committee be admitted as a member of the Fund provided that the deceased member, at the time of his death, had been a member of the Fund for a continuous period of not less than 10 years; provided further that the widow shall apply for membership within six months from the date of her husband's death and that membership contributions are fully paid up. Such membership shall continue only for as long as such widow remains unmarried or takes up employment where membership of a medical aid or benefit scheme is compulsory.

(e) A person who is employed in the Industry under a contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, may on application and at the discretion of the Management Committee, be admitted to membership.

(2) Every employee for whom membership of the Fund is compulsory or who may be admitted as a member in terms of subclause (1) hereof and who has not already done so in terms of the agreement referred to in clause 4 (1) shall complete an application form obtainable from the Secretary of the Council and lodge such completed form with that official within one month of the date on which—

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

(b) he enters or re-enters or becomes employed in the Building or Monumental Masonry Industry in any of the categories referred to in subclause (1) (a) above;

and shall not be eligible for any benefit unless the provisions of this subclause have been complied with.

(3) 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.

(4) The provisions of this Agreement shall *mutatis mutandis* apply to any person admitted to membership in terms of paragraphs (b), (c), (d) and (e) of subclause (1) and such persons shall be required to contribute on such basis as provided for in the rules.

8. CESSATION OF MEMBERSHIP AND PAYMENT OF BENEFITS

(1) Membership of the Fund shall terminate and entitlement to any benefits of the Fund shall cease—

(a) on a member's death;

(b) immediately a member ceases working in the Building or Monumental Masonry Industry for any 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 employment where membership of a medical scheme is compulsory;

(d) on a finding by the Committee after enquiry, that a member or any of his dependants have abused the rights and privileges afforded by the Fund;

(e) in the case of—

(i) any member admitted in terms of the provisions of clause 7 (1) (a) who for more than eight consecutive weeks; and

(ii) any other member who for more than two consecutive months fails to contribute to the Fund at the prescribed rates.

(8) Die lede van die Komitee en elke werknemer van die Fonds moet geheimhouding in verband met alle sake waarvan hulle in die verrigting van hul pligte in verband met die Fonds of uit die bespreking van sake te wete kom, bewaar en help om dit te bewaar.

7. LIDMAATSKAP

(1) (a) Behoudens die bepalings van subklousule (2) van hierdie klousule, is lidmaatskap van die Fonds verpligtend vir alle werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word by klousule 16 (1) (e), (f), (g), (i) en (j) van die Skiereiland Ooreenkoms en Klousule 16 (1) (e), (f), (g), (h), (i), (k) en (l) van die Boland Ooreenkoms.

(b) Persone, uitgesonderd dié wat in paragraaf (a) van hierdie subklousule bedoel word, wat regstreeks in die Nywerheid in diens of werksaam is, kan op aansoek en na goedvinde van die Bestuurskomitee as lede van die Fonds toegelaat word.

(c) 'n Lid wat vanweë sy leeftyd of onvermoë of ander omstandighede as 'n pensioentrekker uit diens tree, kan, met die toestemming van die Komitee, 'n voortsettingslid word mits hy ten tyde van sy uitdienstreding vir 'n ononderbroke tydperk van minstens 10 jaar lid van die Fonds was; met dien verstande dat die Komitee ononderbroke lidmaatskap van 'n ander mediese skema, onmiddellik voordat so 'n persoon lid van die Fonds geword het, vir die bepaling van sodanige tydperk kan erken.

(d) Die weduwee van 'n afgestorwe lid kan, met die goedkeuring van die Komitee, as lid van die Fonds toegelaat word mits die afgestorwe lid ten tyde van sy dood vir 'n ononderbroke tydperk van minstens 10 jaar lid van die Fonds was; met dien verstande dat die weduwee binne ses maande vanaf die datum van afsterwe van haar eggenoot aansoek om lidmaatskap moet doen en dat lededelde ten volle betaal word. Sodanige lidmaatskap duur voort solank sodanige weduwee ongetroud bly of totdat sy werk aanvaar ten opsigte waarvan lidmaatskap van 'n mediese hulp- of bystandskema verpligtend is.

(e) 'n Persoon wat in die Nywerheid diens doen ooreenkomstig 'n leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, kan op aansoek en na goedvinde van die Bestuurskomitee as lid toegelaat word.

(2) Elke lid vir wie lidmaatskap van die Fonds verpligtend is of wat, ingevolge subklousule (1) hiervan as lid toegelaat mag word, en wat dit nog nie reeds kragtens die ooreenkoms bedoel in klousule 4 (1) gedoen, het nie, moet 'n aansoekvorm wat van die Sekretaris van die Raad verkrygbaar is, invul en sodanige ingevulde vorm by genoemde beamppte indien binne een maand vanaf die datum waarop—

(a) hierdie Ooreenkoms in werking tree, as hy op sodanige datum in die Bou- of Monumentklipmesselnywerheid werksaam is;

(b) hy in enigeen van die kategorieë bedoel in subklousule (1) (a) hierbo, tot die Bou- of Monumentklipmesselnywerheid toetree of weer toetree of daarin werksaam word;

en sodanige werknemer kom nie vir voordele in aanmerking nie tensy die bepalings van hierdie subklousule nagekom is.

(3) Ten einde in aanmerking te kan kom vir voordele ten opsigte van sy afhanklikes, moet 'n lid by die Fonds aansoek doen om die registrasie van sy afhanklikes en moet hy dié inligting verstrek en dié dokumentêre bewys lewer wat die Komitee mag vereis.

(4) Die bepalings van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enigeen wat ooreenkomstig paragraaf (b), (c) en (d) van subklousule (1) van hierdie klousule as lid toegelaat is, en daar word van sodanige persone vereis om by te dra op die grondslag waarvoor daar in die reëls voorsiening gemaak word.

8. STAKING VAN LIDMAATSKAP EN BETALING VAN VOORDELE

(1) Lidmaatskap van die Fonds word beëindig en die reg op voordele uit die Fonds verval—

(a) by die afsterwe van 'n lid;

(b) sodra 'n lid om enige rede, behalwe wanneer hy 'n voortsettingslid word, ophou om in die Bou- en Monumentklipmesselnywerheid werksaam te wees;

(c) in die geval van 'n weduwee, wanneer sy weer in die huwelik tree of werk aanvaar waarvoor lidmaatskap van 'n mediese skema verpligtend is;

(d) wanneer die Komitee, na ondersoek, bevind dat 'n lid of enigeen van sy afhanklikes die regte en voorregte wat die Fonds bied, misbruik het;

(e) in die geval van—

(i) 'n lid wat ingevolge klousule 7 (1) (a) as lid toegelaat is en wat vir meer as agt agtereenvolgende weke; en

(ii) 'n ander lid wat vir meer as twee agtereenvolgende maande versuim het om teen die voorgeskrewe tarief tot die Fonds by te dra.

(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) The Management Committee may, at any time, exclude a member or dependant who at the date of commencement of membership was suffering from any deformity, infirmity, chronic disease or other ailment or any illness or accident attributable to such conditions.

(4) Any member, whose membership has been terminated, shall forfeit all claims on the Fund and, if re-admitted, shall be regarded as an entirely new member.

9. CONTRIBUTIONS

(1) Every employer shall, in respect of each employee excluding a learner, in his employment for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) of the Peninsula Agreement and clause 16 (1) (e), (f), (g), (h), (i), (k) and (l) of the Boland Agreement and in the manner hereinafter prescribed in this clause, pay to the Council an amount of R1,60 per week towards the Fund.

(2) An employer may deduct an amount of 80 cents per week from the wages of each of his employees in respect of whom a payment has been made in terms of the provisions of subclause (1) of this clause.

(3) Every employer shall in respect of the amounts contributed in terms of subclause (1) of this clause, issue on each pay day to each such employee a stamp cancelled by him, bearing the employer's name and the date of issue.

(4) The stamp referred to in subclause (3) above shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of any unused stamps. Application for such refund shall be made not later than six months after the expiration of the year during which the said stamps were issued.

(5) No payment or deduction shall be made in terms of subclauses (1) and (2) hereof by an employer in respect of an employee who works less than 17 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) of this clause shall be made by the employer by whom he was first employed during that week for not less than 17 hours.

(7) Every member shall immediately affix stamps issued to him in terms of subclause (3) in a contribution book to be obtained from the Council.

(8) The Council in its discretion may combine the stamps referred to in this clause with any other stamps and/or contribution books issued by the Council in respect of any other fund for which provision is made in the Peninsula or Boland Agreements or which may be introduced from time to time.

(9) No contribution book shall contain more than 49 stamps and, should more stamps be affixed thereto, the excess shall be confiscated by the Secretary and the value thereof be applied to the general funds of the Council.

(10) The contribution of R1,60 per week shall not be refundable to the employer or member once the stamp has been issued to the member.

(11) The contribution book and stamps issued to members are not transferable and no member shall pledge, cede, sell or give away such stamps or contribution books. Stamps in the possession of any member 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) A member who, whether by reason of the fact that he is temporarily unemployed or is temporarily employed in an area outside the area to which the 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 R1,60 per week. The Council shall issue the member concerned with a stamp in respect of each such payment and the said member shall affix the stamp in his contribution book.

10. BENEFITS

(1) Subject to the provisions of this Agreement and the rules of the Fund, the total amount payable in respect of any member and his dependants in any one calendar year shall not exceed—

(a) in the case of a single member having no dependants, R250;

(b) in the case of a member having one registered dependant, R400, increased by R50 for each registered dependant in excess of the first, with a maximum of R600;

provided that if the benefits payable in respect of any claim submitted by a member would cause the maximum benefits payable in terms of this clause to be exceeded, the portion borne by the

(2) Die voordele wat die Fonds verskaf, is nie oordraagbaar nie, en 'n lid wat poog om sy regte af te staan, oor te dra, te sedgeer, te verpand of te verhipotekeer, is onmiddellik nie meer op enige voordeel hoegenaamd geregtig nie, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

(3) Die Bestuurskomitee kan te eniger tyd 'n lid of 'n afhanklike uitsluit wat op die aanvangsdatum van sy lidmaatskap gelyk het aan 'n gebrek, swakheid, chroniese siekte of 'n ander kwaal of siekte of gevolg van 'n ongeluk wat aan sodanige toestande te wyte is.

(4) 'n Lid wie se lidmaatskap beëindig is, verbeur alle aanspraak op die Fonds, en as hy weer as lid toegelaat word, word hy geag 'n heeltemal nuwe lid te wees.

9. BYDRAES

(1) Elke werkgever moet ten opsigte van elke werknemer (uitgesonderd 'n leerling) in sy diens vir wie lone, in klousule 16 (1) (e), (f), (g), (i) en (j) van die Skiereiland Ooreenkoms en klousule 16 (1) (e), (f), (g), (h), (i), (k) en (l) van die Boland Ooreenkoms voorgeskryf word en op die manier hierna in hierdie klousule voorgeskryf, aan die Raad 'n bedrag van R1,60 per week betaal as bydrae tot die Fonds.

(2) 'n Werkgever kan 'n bedrag van 80c per week aftrek van die lone van 'elkeen' van sy werknemers ten opsigte van wie hy 'n bedrag ingevolge subklousule (1) van hierdie klousule betaal het.

(3) Elke werkgever moet ten opsigte van die bedrae wat ingevolge subklousule (1) van hierdie klousule bygedra is, op elke betaaldag aan elke sodanige werknemer 'n seël uitreik wat deur hom gerokeer is en wat die werkgever se naam en die datum van uitreiking toon.

(4) Die werkgever moet die seël wat in subklousule (3) hierbo bedoel word, van die Raad aankoop en te alle tye 'n toereikende voorraad daarvan in stand hou; met dien verstande dat 'n werkgever 'n terugbetaling van die Raad kan verkry ten opsigte van seëls wat nie gebruik is nie. Aansoek om sodanige terugbetaling moet gedoen word binne ses maande na die verstryking van die jaar waarin genoemde seëls uitgereik is.

(5) 'n Werkgever mag geen bedrag ten opsigte van 'n werknemer wat vir minder as 17 uur in 'n week vir hom gewerk het, ingevolge subklousules (1) en (2) hiervan betaal of aftrek nie.

(6) Waar 'n lid gedurende dieselfde week deur twee of meer werkgevers in diens geneem word, moet die aftrekking en bydrae ingevolge subklousules (1) en (2) van hierdie klousule gedoen word deur die werkgever by wie hy die eerste gedurende daardie week vir minstens 17 uur gewerk het.

(7) Elke lid moet die seëls wat ingevolge subklousule (3) aan hom uitgereik word, onmiddellik in 'n bydraeboek plak wat van die Raad verkry moet word.

(8) Die Raad kan na sy goedvinde die seëls wat in hierdie klousule bedoel word, kombineer met ander seëls en/of bydraeboeke wat deur die Raad uitgereik word ten opsigte van enige ander fonds waarvoor daar in die Skiereiland of Boland Ooreenkoms voorsiening gemaak word of wat van tyd tot tyd ingevoer word.

(9) Geen bydraeboek mag meer as 49 seëls bevat nie, en as meer seëls daarin geplak word, word dié wat meer as 49 is, deur die Sekretaris gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort.

(10) Sodra die seël aan die lid uitgereik is, mag die bydrae van R1,60 per week nie aan die werkgever of lid terugbetaal word nie.

(11) Die bydraeboek en seëls wat aan lede uitgereik is, is nie oordraagbaar nie en geen lid mag sodanige seëls of bydraeboeke verpand, sedgeer, verkoop of op 'n ander manier wegmaak nie. Seëls wat in die besit van 'n lid is en wat op 'n ander manier verkry is as dié soos in hierdie Ooreenkoms bepaal, word ten bate van die algemene fondse van die Raad gekonfiskeer.

(12) 'n Lid wat nie bydraes ingevolge hierdie klousule betaal nie omdat hy tydelik werkloos is of tydelik werksaam is in 'n gebied buite dié waarop hierdie Ooreenkoms van toepassing is, kan, as hy verlang om vir voordele in aanmerking te kom, die bedrag van R1,60 per week aan die Raad betaal. Die Raad moet aan die betrokke lid 'n seël uitreik ten opsigte van elke sodanige betaling, en genoemde lid moet die seël in sy bydraeboek plak.

10. VOORDELE

(1) Behoudens die bepalings van hierdie Ooreenkoms en die reëls van die Fonds, is die totale bedrag wat ten opsigte van 'n lid en sy afhanklikes in een kalenderjaar betaalbaar is, hoogstens—

(a) in die geval van 'n ongetroude lid sonder afhanklikes: R250;

(b) in die geval van 'n lid met een geregistreerde afhanklike: R400, wat met R50 verhoog word vir elke geregistreerde afhanklike meer as die eerste, met 'n maksimum van R600;

met dien verstande dat, as die voordele betaalbaar ten opsigte van 'n eis wat deur 'n lid ingedien word, daartoe sou lei dat die maksimum voordele wat ingevolge hierdie klousule betaalbaar

Fund in respect of an account or accounts submitted shall be reduced pro rata to such amount as does not cause the maximum benefit payable in terms of this clause to be exceeded.

(2) Benefits will not accrue in respect of treatment incurred on or before the first day of the fourth month of membership, and unless such member is in possession of not less than 15 stamps duly issued to him in terms of clause 9 of this Agreement.

(3) The Council shall supply each member of the Fund with a brochure setting out the benefits payable under the Fund.

11. FINANCE

(1) All moneys accruing to the Fund shall be deposited in a banking account opened for that purpose in the name of the Fund and all moneys received shall be deposited therein.

(2) The moneys of the Fund shall be applied to the payment of the benefits as prescribed in this Agreement and the rules and to payment of any expenditure incurred in connection with the administration of the Fund.

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

(4) Moneys surplus to the requirements of the Fund 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 accounts or certificates;

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

or in any other manner approved by the Registrar. Any interest derived from such investments shall accrue to the Fund.

(5) The Committee shall cause full and true accounts of the Fund to be kept, such accounts to be audited annually by a public accountant appointed by the Council.

(6) The Committee shall submit to the Council annually not later than 30 June statements audited by a public accountant appointed by the Council and countersigned by the Chairman of the Committee, showing—

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

(b) the assets and liabilities of the Fund at the end of the period mentioned.

(7) The certified audited statements referred to in subclause (6) above shall thereafter lie for inspection at the office of the Council and copies thereof shall, within nine months of the close of the period covered thereby, be submitted to the Secretary for Labour.

(8) If, at any time, the amount standing to the credit of the Fund falls below R25 000, payment of benefits shall be suspended and further payment shall not recommence until the amount standing to the credit of the Fund has reached R35 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.

12. PAYMENT OF ACCOUNTS

(1) (a) Approved accounts, excluding those referred to in clause 13, shall be paid in full by the Fund at preferential tariff to the person or institution rendering the service and the Fund shall have the right to recover from the member the portion due by him. The portion payable by the member in terms of the rules shall be payable by him to the Fund at the same time the claim for benefits is lodged by the member.

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

(c) The Fund shall not be liable for the payment of any further claims submitted by a member who has failed to liquidate any debt due by him under paragraphs (a) and (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) hereof and in the manner set out in the said subclause, the Fund shall recover from the member concerned that portion due by him by means of a deduction by his employer, from weekly wages due. The amount so deducted shall be paid over by the employer to the Council within seven days after the date of deduction.

is, oorskry word, die gedeelte wat die Fonds ten opsigte van 'n rekening of rekenings wat ingedien is, moet dra, pro rata verminder moet word tot so 'n bedrag dat die maksimum voordeel wat ingevolge hierdie klousule betaalbaar is, nie oorskry word nie.

(2) Voordele is nie betaalbaar nie ten opsigte van behandeling wat voor of op die eerste dag van die vierde maand van lidmaatskap ondergaan is en tensy sodanige lid in besit is van minstens 15 seëls wat behoorlik ingevolge klousule 9 van hierdie Ooreenkoms aan hom uitgereik is.

(3) Die Raad moet elke lid van die Fonds voorsien van 'n brosjure wat die voordele opnoem wat kragtens die Fonds betaalbaar is.

11. FINANSIES

(1) Alle gelde wat die Fonds toeval, moet gedeponeer word in 'n bankrekening wat vir daardie doel op naam van die Fonds geopen is, en alle gelde wat ontvang word, moet daarin gedeponeer word.

(2) Die gelde van die Fonds moet aangewend word ter betaling van voordele soos voorgeskryf in hierdie Ooreenkoms en die reëls en ter betaling van alle uitgawes aangegaan in verband met die administrasie van die Fonds.

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

(4) Gelde wat nie vir die vereistes van die Fonds nodig is nie, mag nie op 'n ander manier befê word nie as in—

(a) effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture;

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

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

of op 'n ander manier wat die Registrateur goedkeur. Alle rente verkry uit sodanige beleggings, val die Fonds toe.

(5) Die Komitee moet ten volle en op 'n juiste manier laat boekhou van die rekenings van die Fonds, en sodanige rekenings moet jaarliks geouditeer word deur 'n openbare rekenmeester wat deur die Raad aangestel is.

(6) Die Komitee moet jaarliks en wel voor of op 30 Junie state wat geouditeer is deur 'n openbare rekenmeester wat die Raad aangestel het en wat mede-onderteken is deur die Voorsitter van die Komitee, aan die Raad voorlê, en sodanige state moet die volgende toon:

(a) die inkomste en uitgawe van die Fonds gedurende die 12 maande geëindig 31 Oktober van die vorige jaar;

(b) die bates en laste van die Fonds aan die einde van genoemde tydperk.

(7) Die gesertifiseerde en geouditeerde state bedoel in subklousule (6) hierbo, moet daarna in die kantoor van die Raad ter insae lê, en kopieë daarvan moet binne nege maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid voorgelê word.

(8) Indien die bedrag waarmee die Fonds gekrediteer is, te eniger tyd daal tot minder as R25 000, word die betaling van voordele opgeskort en mag geen verdere betalings geskied nie totdat die bedrag waarmee die Fonds gekrediteer is, op R35 000 staan. Met dien verstande dat, wanneer die betaling van voordele hervat word, eise wat gedurende sodanige tydperk ingedien is betaal moet word in die volgorde waarin hulle ontvang is.

12. BETALING VAN REKENINGS

(1) (a) Goedgekeurde rekenings, uitgesonderd dié bedoel in klousule 13, moet ten volle deur die Fonds teen die voorkeur tarief betaal word aan die persoon of instelling wat die diens gelewer het, en die Fonds het die reg om die gedeelte verskuldig deur die lid, op hom te verhaal. Die gedeelte wat ingevolge di reëls deur die lid betaalbaar is, moet deur hom aan die Fonds betaal word wanneer hy die eis vir voordele indien.

(b) Die bedrag wat die Fonds namens 'n lid meer betaal as die bedrag waarop hy kragtens die reëls geregtig is, is 'n skuld wat deur die lid aan die Fonds verskuldig is.

(c) Die Fonds is nie aanspreeklik nie vir die betaling van verdere eise ingedien deur 'n lid wat versuim het om enige skuld deur hom verskuldig ingevolge paragrafe (a) en (b) hiervan te opsigte van 'n eis wat voorheen deur die Fonds betaal is, alhoewel.

(2) In die geval van 'n lid wat versuim om die skuld wat in subklousule (1) hiervan bedoel word, te betaal op die manier gemeld in genoemde subklousule, moet die Fonds daardie gedeelte wat deur die lid verskuldig is, op hom verhaal deur middel van 'n aftrekking, deur sy werkgever, van die weekloon wat aan hom verskuldig is. Die bedrag aldus afgetrek, moet deur die werkgever aan die Raad betaal word binne sewe dae na die datum van aftrekking.

The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

(3) The Fund shall not be responsible for the payment of any accounts which have not been submitted in the manner set out hereunder:

Application for payment of any claim in respect of medical services, shall be made in such manner as the Management Committee may prescribe from time to time; provided that all claims shall be made within three months after the date of service and such application shall be accompanied by the following documents:

- (a) Contribution card;
- (b) membership card;
- (c) detailed account for medical services rendered;
- (d) prescription or certified copy thereof;
- (e) such other document 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.

(4) 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/or their dependants and/or other persons in respect of medical services unless the provisions of the Agreement or the rules have been completely observed and properly complied with in every respect.

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

- (a) Name of patient;
- (b) nature of illness;
- (c) dates and number of visits;
- (d) nature of injections, if any, and cost of material used;
- (e) details of any other treatment or procedure.

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

13. 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 any of his dependants in connection with or in respect of—

- (1) cost incurred in respect of the supply of spectacles, whether prescribed by a specialist or not, provided that the cost incurred in respect of testing eyes by an optometrist or optician to a maximum of R2,10 per test, shall not be excluded;
- (2) medical, hospital, nursing home or any other services or material which has been rendered or supplied without cost to the member;
- (3) cost incurred for treatment required arising from an 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) cost incurred for 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) cost incurred for treatment arising from previous employment or during service with the armed forces in peace or war, 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, hostility, mutiny, rebellion, revolution, conspiracy, sabotage or military power;
- (7) travelling expenses and/or conveyance;
- (8) cost incurred for treatment of an 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 carry out instructions of a medical practitioner or a specialist or to gross negligence;
- (9) cost incurred for treatment which is the responsibility of Workmen's Compensation or any other body;
- (10) cost incurred in respect of recuperative purposes;
- (11) the cost of 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;
- (12) cost of specialists' services unless the member or his dependant was referred to the specialist by a general practitioner;
- (13) cost of medicines which have not been prescribed by a medical practitioner;

Die Bestuurskomitee kan ook goedkeuring heg aan enige ander reëling wat die lid voorlê in verband met die likwidering van die skuld.

(3) Die Fonds is nie vir die betaling van rekenings wat nie op onderstaande manier voorgelê is nie, aanspreeklik nie:

Aansoek om betaling van 'n eis ten opsigte van mediese dienste moet gedoen word op dié manier wat die Bestuurskomitee van tyd tot tyd mag voorskryf; met dien verstande dat alle eise ingedien moet word binne drie maande na die datum waarop die diens gelewer is, en sodanige aansoek moet versamel gaan van die volgende dokumente:

- (a) Bydraekaart;
- (b) lidmaatskapkaart;
- (c) gedetailleerde rekening vir die mediese dienste gelewer;
- (d) die voorskrif of 'n gesertifiseerde afskrif daarvan;
- (e) dié ander dokument wat die Bestuurskomitee mag vereis.

Die Fonds is onthef van alle aanspreeklikheid, van watter aard ook al, as gevolg van die verlies onderweg van sodanige dokumente wat deur die pos gestuur word.

(4) Ondanks andersluidende bepalings in hierdie klousule, is die Fonds hoegenaamd nie vir enige skulde, uitgawes, aanspreeklikhede en/of verbintenisse aangegaan deur lede en/of hul afhanklikes en/of ander persone ten opsigte van mediese dienste, aanspreeklik nie tensy die bepalings van die Ooreenkoms of die reëls volkome en in alle opsigte in ag geneem en behoorlik nagekom is.

(5) Rekenings vir mediese behandeling moet die volgende besonderhede bevat:

- (a) Die naam van die pasiënt;
 - (b) die aard van die siekte;
 - (c) die datums van en getal besoeke;
 - (d) die aard van die inspuitings, as daar was, en die koste van die stof wat gebruik is;
 - (e) besonderhede van enige ander behandeling of prosedure.
- (6) Rekenings vir mediese behandeling moet deur die lid onderteken word.

13. BYSTAND WAT UITGESLUIT IS

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

- (1) koste aangegaan ten opsigte van die verskaffing van brille, afgesien daarvan of dit deur 'n spesialis voorgeskryf is of nie; met dien verstande dat die koste aangegaan ten opsigte van oogtoetse deur 'n gesigkundige of optisiën en wat hoogstens R2,10 per toets beloop, nie uitgesluit is nie;
- (2) mediese, hospitaal-, verpleeginrigtings- of ander dienste of materiaal wat sonder koste vir die lid gelewer of verskaf is;
- (3) koste aangegaan vir behandeling wat nodig is as gevolg van 'n besering opgedoen in 'n ongeluk deur 'n lid of 'n afhanklike van 'n lid terwyl hy 'n motorvoertuig, fiets, motorfiets of vliegtuig bestuur het of daarin vervoer is;
- (4) koste aangegaan vir behandeling wat nodig was as gevolg van 'n besering opgedoen deur 'n lid of 'n afhanklike van 'n lid en waarvoor 'n derde party aanspreeklik mag wees, tensy die Komitee daarvan oortuig is dat daar geen redelike vooruitsig bestaan dat die lid of afhanklike toereikende skadevergoeding op die derde party kan verhaal nie;
- (5) koste aangegaan vir behandeling as gevolg van vorige diens of gedurende diens in die gewapende magte in vredes- of oorlogstyd, of vir 'n ongesteldheid of toestand waarvoor 'n ongeskiktheidstoelae of pensioen toegeken is;
- (6) aanrandings as gevolg van voorbedagte uittarting of as gevolg van 'n verstoring van die vrede deur 'n persoon of persone, of oorlog, in val, optrede van 'n buitelandse vyand, vyandelikhed, muiery, rebellie, revolusie, sameswering, sabotasie of militêre mag;
- (7) uitgawes aan reise en/of vervoer;
- (8) koste aangegaan vir die behandeling van 'n siekte of besering opgedoen deur 'n lid of 'n afhanklike van 'n lid waar, na die mening van die Komitee, sodanige siekte of besering regstreeks toegeskryf kan word aan onreëlmatige of onsedelike gewoontes, versuim om die opdragte van 'n mediese praktisyn of 'n spesialis uit te voer of as gevolg van growwe nalatigheid;
- (9) koste aangegaan vir behandeling wat die aanspreeklikheid van die Ongevallekommissaris of in ander liggaam is;
- (10) koste aangegaan vir herstellingsdoeleindes;
- (11) die koste van operasies, behandeling en toestelle wat nie noodsaaklik is nie maar wat uitgevoer of verskaf word ooreenkomstig die begeerte van die pasiënt, met inbegrip van alle plastiese chirurgie wat verkies word of skoonheid bevorder;
- (12) die koste van spesialisdienste, tensy die lid of sy afhanklike deur 'n algemene praktisyn na die spesialis verwys is;
- (13) die koste van medisyne wat nie deur 'n geneeskundige praktisyn voorgeskryf is nie;

(14) suicide, or attempted suicide, intentional self-injury or injury sustained while performing an unlawful act;

(15) injuries resulting from participation in any professional sport, mountaineering or aeronautics;

(16) the influence of intoxicating liquor, alcohol or drugs;

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

(18) cost incurred in excess of any tariff of fees or preferential tariff approved by the Management Committee from time to time.

14. INDEMNITY

The members of the Council and the Management Committee and the employees of the Council 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.

15. 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 be liquidated by the Management Committee in terms of clause 16. 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.

(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 employee 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. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated in terms of clause 16 of this Agreement by the Committee in office or the Trustee or trustees appointed by the Industrial Registrar.

16. LIQUIDATION OF THE FUND

Upon the liquidation of the Fund in terms of clause 15 and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be paid into the general funds of the Council to be used for a similar purpose to that for which the original Fund was established, or if there is no Council in existence—

(a) one-quarter shall be paid to the employers' organisation/s represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation; and

(b) one-quarter shall be paid to the trade unions represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the members in good standing of each trade union as at the date of liquidation; the expression "members in good standing" being limited to those members who were covered by this Agreement;

(c) the balance shall be disposed of in terms of the provisions of section 34 (4) (c) of the Industrial Conciliation Act, 1956.

17. 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 enquiries, 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

(14) selfmoord of gepoogde selfmoord, opsetlike selfbesering of besering opgedoen by die pleging van 'n onwettige daad

(15) beserings as gevolg van deelname aan professionele sport, bergklim of die vliegekuns;

(16) die invloed van bedwelmende drank, alkohol of verdo wigmiddels;

(17) inentings, X-strale of ondersoeke wat enige lid van die publiek gratis van die staat of 'n plaaslike gesondheidsowerheid kan verkry;

(18) koste wat meer beloop as 'n geldetarief of voorkeurtarief wat deur die Bestuurskomitee van tyd tot tyd goedgekeur is

14. VRYWARING

Die lede van die Raad en die Bestuurskomitee en die werknemers van die Raad is nie vir skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaarde teen alle verliese en uitgawes wat hulle in of in verband met die bona fide uitvoering van hul pligte aangaan.

15. VERSTRYKING VAN OOREENKOMS

(1) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, en ingeval geen latere ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, of ingeval die Fonds nie binne sodanige tydperk oorgedra word nie na 'n ander Fonds wat vir dieselfde doel in die lewe geroep is as dié waarvoor die Fonds gestig is, moet die Bestuurskomitee die Fonds ooreenkomsstig kousule 16 likwider. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit na 'n ander fonds soos hierbo bepaal, oorgedra of by 'n latere ooreenkoms voortgeset word, deur die Bestuurskomitee geadmistreer word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk wat hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fonds nog administreer word deur die Bestuurskomitee wat as dan aan die bewind is. 'n Vakature wat in die Komitee bestaan, kan deur die Nywerheidsregistrator gevul word uit die werkgewers of die werknemers, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemersverteenvoerders in die Komitee ewe veel is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooiepunt te staan kom wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee besit a die bevoegdhede van die Komitee vir sodanige doel. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds ingevolge kousule 16 van hierdie Ooreenkoms gelikwider word deur die Komitee wat dan aan die bewind is of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

16. LIKWIDERING VAN DIE FONDS

By die likwidering van die Fonds ingevolge kousule 15 en nadat alle krediteurs, administrasie- en likwidasielaste betaal is moet die gelde wat in die krediet van die Fonds staan, betaal word aan die algemene fondse van die Raad vir gebruik vir 'n soort gelyke doel as dié waarvoor die oorspronklike Fonds gestig is of as daar geen Raad bestaan nie—

(a) moet een kwart betaal word aan die werkgewersorganisasie/s wat in die Raad verteenwoordig is op die datum waarop dit ontbind word of waarop die Ooreenkoms verstryk, nl. die jongste datum, en dit moet eweredig verdeel word volgens die getal volwaardige lede, volgens die Wet in elke sodanige organisasie op die datum van likwidering; en

(b) moet een kwart betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van die ontbinding van die Raad of op die datum van verstryking van die Ooreenkoms, nl. die jongste datum, en dit moet onder sodanige vakverenigings eweredig verdeel word volgens die getal volwaardige lede van elke vakvereniging op die datum van likwidering; die uitdrukking "volwaardige lede" word beperk tot dié lede wat deur hierdie Ooreenkoms gedek word;

(c) moet daar ooreenkomsstig artikel 34 (4) (c) van die Wet op Nywerheidsversoening, 1956, oor die saldo beskik word

17. AGENTE

Die Raad kan een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en werknemer om sodanige persone toe te laat om dié persele te betree wat nodig is ten einde dié navrae in te stel en af te handel, dié boeke, dokumente, loonstate, tydstate en betaalkaartjies te ondersoek en dié individue te ondervra en al dié dinge te doen wat nodig mag wees ten einde vas te stel of die bepalings van hierdie

of this Agreement are being observed. When exercising the powers conferred upon him by this clause, an agent may be accompanied by an interpreter.

18. EXEMPTIONS

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

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

(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.

19. 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 Cape Town this 19th day of August 1972, on behalf of all parties to the Council.

T. PATTULLO, Chairman.

H. J. TITE, Vice-Chairman.

Z. P. CILLIERS, Secretary.

Ooreenkoms nagekom word. Wanneer 'n agent die bevoegdhede uitoefen wat by hierdie klousule aan hom verleen word, kan hy vergesel wees van 'n tolk.

18. VRYSTELLINGS

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

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad gedoen word.

(3) Die Raad of Bestuurskomitee stel die voorwaardes vas waarop sodanige vrystelling verleen word en kan, as hy dit diens- tig ag en nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystelling intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

19. VERTONING VAN OOREENKOMS

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

Op hede die 19de dag van Augustus 1972 in Kaapstad namens al die partye by die Raad onderteken.

T. PATTULLO, Voorsitter.

H. J. TITE, Ondervoorsitter.

Z. P. CILLIERS, Sekretaris.

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CONTENTS

No.	PAGE
Labour, Department of <i>Government Notice</i>	
R.1920. Industrial Conciliation Act, 1956. Building Industry, Western Province: Medical Aid Fund Agreement	1

INHOUD

No.	BLADSY
Arbeid, Departement van <i>Goewermentskennisgewing</i>	
R.1920. Wet op Nywerheidsversoening, 1956: Bou-nywerheid, Westelike Provinsie: Mediese Hulpfondsooreenkoms	1

