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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 865

25 May 1973

INDUSTRIAL CONCILIATION ACT, 1956

**ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE.—HEALTH 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 Electrical Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of 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 (1) (a), 2 and 16, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three 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 Districts of The Cape, Wynberg, Bellville and Simons-town, in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which, prior to the publication of Government Notices 283 of 2 March 1962 and 171 of 8 February 1957, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg.

M. VILJOEN, Minister of Labour.

A—12601

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 865

25 Mei 1973

WET OP NYWERHEIDSVERSOENING, 1956

**ELEKTROTEGNIJSE AANNEMINGS- EN BEDIE-
NINGSNYWERHEID, KAAP. — GESONDHEIDS-
FONDSOOREENKOMS**

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 Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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 (1) (a), 2 en 16, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie 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 landdrostdistrikte Die Kaap, Wynberg, Bellville en Simonstad, in daardie gedeeltes van die landdrostdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermenskennisgewings 283 van 2 Maart 1962 en 171 van 8 Februarie 1957, binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermenskennisgewing 173 van 9 Februarie 1973), binne die landdrostdistrik Wynberg geval het.

M. VILJOEN, Minister van Arbeid.

1—3902

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)

HEALTH FUND AGREEMENT

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

Electrical Contractors' Association (South Africa)

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
(hereinafter referred to as the "employers" or the "employers organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

1. SCOPE OF APPLICATION

(1) (a) The terms of this Agreement shall be observed in the Magisterial Districts of The Cape, Wynberg, Bellville, Simonstown, 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, and in 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, by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and trade unions, respectively.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall, subject to the provisions of subclause (2), only apply to employees who are employed in the classes of work classified under rates A to D or who are employed as electricians or journeymen in terms of the Agreements published under Government Notices R. 865 of 25 May 1973 and R. 1135 of 2 July 1971, as may be amended from time to time (hereinafter referred to as the "Wage Agreements").

(2) The terms of this Agreement shall apply to apprentices, irrespective of earnings, only in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to be registered or any condition fixed or deemed to be fixed thereunder.

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

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act and shall remain in force for 36 months or such period as may be determined by him.

3. DEFINITIONS

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

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

"Electrical Contracting and Servicing Industry", or "Industry", means, without in any way limiting the ordinary meaning of the expression, the Industry in which the employers and employees are associated for any or all of the following:

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

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

GESONDHEIDSFONDSOOREENKOMS

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

Electrical Contractors' Association (South Africa)

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa
en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) (a) Die bepalings van hierdie Ooreenkoms moet in die landdrostdistrikte Die Kaap, Wynberg, Bellville, Simonstad en in daardie gedeelte van die landdrostdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 in die landdrostdistrik Bellville geval het, en in daardie gedeelte van die landdrostdistrik Stellenbosch wat voor die publikasie van Goewermentskennisgewing 283 van 2 Maart 1962 in die landdrostdistrik Bellville geval het, nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

(b) Ondanks paragraaf (a) is die bepalings van hierdie Ooreenkoms, behoudens subklousule (2), van toepassing op slegs dié werknemers wat werksaam is in die klasse werk onder lone A tot D ingedeel of wat in diens is as elektrisiëns of vakmanne ooreenkomstig die Ooreenkomste gepubliseer by Goewermentskennisgewings R. 865 van 25 Mei 1973 en R. 1135 van 2 Julie 1971, soos van tyd tot tyd gewysig (hierna die "Loonoorreënkomste" genoem).

(2) Hierdie Ooreenkoms is van toepassing op vakleerlinge, ongeag hulle verdienste, slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens geregistreer is of wat geag word daarkragtens geregistreer te wees of enige voorwaarde wat daarkragtens vasgestel is of wat geag word daarkragtens vasgestel te wees.

(3) Ingeval die Loonoorreënkomste verstryk deur verloop van tyd of beëindiging om enige ander rede gedurende die geldigheid van hierdie Ooreenkoms, word die klasse werk en lone wat in genoemde Loonoorreënkomste gemeld word, geag die klasse werk en die minimum lone vir die toepassing van hierdie Ooreenkoms te wees.

2. INWERKINGTREDINGSDATUM EN GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag bepaal en bly van krag vir 36 maande of dié tydperk wat hy mag vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening van 1956 omskryf word, het dieselfde betekenis as in daardie Wet en die vermelding van 'n wet omvat alle wysigings van sodanige wet, en tensy onbestaanbaar met die samehang, beteken—

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

"Elektrotegniese Aannemings- en Bedieningsnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende doeleindes:

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue uitmaak, met inbegrip van bedrading, kabellawerk en die lê aan kables, die oprigting van bopgrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

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

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

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

(i) electrical cables and overhead lines;

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

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

(i) the manufacture and/or assembly of the afore-mentioned equipment or component parts thereof;

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

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

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

(v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"eligible employee" means any employee classified under Rates A to D or as an electrician or journeyman in terms of the Wage Agreements, and apprentices;

"Management Committee" means the Management Committee appointed in terms of clause 9.

"rules" means the rules in force of the Fund as prescribed in terms of clause 9.

4. CONTINUATION AND OBJECTS OF THE FUND

(1) The Health Fund known as the Electrical Contracting and Servicing Industry (Cape) Health Fund (hereinafter referred to as "the Health Fund" or "the Fund") established in terms of the Agreement published under Government Notice 1215 of 17 July 1962, is hereby continued in terms of this Agreement.

(2) The Fund shall consist of contributions as prescribed in this Agreement and interest on investments.

(3) The objects of the Fund shall be—

(a) to assist members in any manner whatsoever in relation to any illness and/or accident sustained by themselves or their dependants;

(b) to assist members by means of pecuniary grants in the payment of expenses associated with their wives' confinement and/or pregnancy;

(c) to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and their dependants;

(d) to contribute towards the funds of any hospital, nursing home, convalescent home or charitable institution upon such terms and conditions as may from time to time be determined;

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

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk, of elders;

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die bou, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk, of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie onder (a), (b) of (c) hierbo ressorteer nie, met inbegrip van bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou of bouwerk, of elders;

en vir die toepassing van hierdie woordskrywing omvat "elektriese uitrusting" ook—

(i) elektriese kables en boggrondse lyne;

(ii) generators, motore, konvertors, skakel- en kontrole uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries-, en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarin die beginsels wat op die werking van radio- of elektroniese uitrusting toegepas word, gebruik word;

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

(i) Die vervaardiging en/of inmeekaarsit van voornoemde uitrusting of samestellende dele daarvan;

(ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehore, hetsy permanent geïnstalleer al dan nie;

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

(iv) die vervaardiging, herstel en versiening van tikmasjiene en kantoortoestelle;

(v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

"Raad" die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956 geregistreer is;

"bevoegde werknemer" 'n werknemer wat ooreenkomstig die Loonooreenkomste onder lone A tot D of as 'n elektrisiën of vakman ingedeel is, en vakleerlinge;

"Bestuurskomitee" die Bestuurskomitee wat ingevolge klousule 9 aangestel word;

"reëls" die reëls van die Fonds wat van krag is, soos voorgeskryf ingevolge klousule 9.

4. VOORTSETTING EN DOELSTELLINGS VAN DIE FONDS

(1) Die Gesondheidsfonds wat as die Gesondheidsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) bekend staan (hierna die "Gesondheidsfonds" of die "Fonds" genoem) wat ingevolge die Ooreenkomste gepubliseer by Goewermentskennisgewing 1215 van 17 Julie 1962 ingestel is, word hierby ingevolge hierdie Ooreenkomste voortgesit.

(2) Die Fonds bestaan uit bydraes soos in hierdie Ooreenkomste voorgeskryf en rente op beleggings.

(3) Die doelstellings van die Fonds is die volgende:

(a) Om lede op watter wyse ook al by te staan met betrekking tot 'n siekte en/of ongeluk wat hulleself of hul afhanklikes oorkom;

(b) om lede by wyse van geldelike toekennings by te staan in die betaling van uitgawes in verband met die bevalling en/of swangerskap van hul vrouens;

(c) om stappe te doen vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid onder lede en hul afhanklikes;

(d) om by te dra tot die fondse van 'n hospitaal, verpleeg-inrigting, herstellingsoord of liefdadigheidsinrigting op dié voorwaarde wat van tyd tot tyd bepaal mag word;

(e) om 'n kontrak aan te gaan met 'n hospitaal, verpleeg-inrigting, herstellingsoord of ander dergelike inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;

(f) to contract with any chemist, druggist or any other person for the supply of medicine, drugs and medical comforts;

(g) to assist the dependants of deceased members by means of pecuniary grants or otherwise;

(h) 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 afore-mentioned objects.

5. MEMBERSHIP

(1) Membership of the Fund shall be compulsory for eligible employees employed in the Industry.

(2) (a) Every eligible employee not registered as a member of the Fund shall complete the form prescribed in Annexure A to this Agreement and lodge such completed form with the Secretary of the Council within one month of the date on which—

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

(ii) he enters or re-enters or becomes employed in the Industry.

(b) Every eligible employee shall furnish such additional information or documentary evidence as the Management Committee concerned may require.

(3) Persons other than eligible employees directly engaged or employed in or in connection with the Electrical Contracting and Servicing Industry may be admitted to membership of the Fund at the discretion of the Management Committee 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 R1,50 per week as prescribed in clause 7 and his employer shall not be liable to make any contributions on his behalf.

(4) Membership of the Fund shall terminate—

(a) immediately a member ceases to be employed in the Industry: Provided that any member who becomes unemployed for a period not exceeding 13 weeks may, at the discretion of the Management Committee, be permitted to retain his membership under such conditions as the Management Committee may determine;

(b) in the case of a member, other than an eligible employee, by his resignation from membership of the Fund, of which he shall give fourteen (14) days' notice, in writing, to the Management Committee or by fourteen (14) days' notice of termination of membership given to him by the Management Committee for any reason which it considers justifies such action.

(5) Any member whose membership of the Fund has terminated shall forfeit all claims on the Fund and if re-admitted to membership shall be regarded as an entirely new member, unless otherwise decided by the Management Committee.

6. DEPENDANTS

(1) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of their dependants on the prescribed form and shall furnish such information and documentary evidence as the Management Committee may require.

(2) For the purpose of this Agreement "dependant" means—

(a) a member's wife;

(b) a member's children under the age of 18 years (including legally adopted children), who are wholly dependent on the member: Provided that the Management Committee is satisfied with regard to the state of their health and that they normally reside with the member or, where not so resident, the Management Committee has in its discretion approved of their registration;

(c) any other person wholly or mainly dependent upon a member and who satisfies the Management Committee that he or she is so dependent: Provided that the Management Committee's decision as to who the dependants of a deceased member are, in terms of this paragraph, shall be final.

(3) Persons in receipt of old-age or any other pension and children under the age of 18 years whose income does not exceed R12 per month, may at the discretion of the Management Committee be registered as dependants under such terms and conditions as the Management Committee may fix.

7. CONTRIBUTIONS

(1) Each employer shall each week deduct from the wages of every eligible employee an amount of 75c. To the amount thus deducted the employer shall add an amount of 75c and forward to the Secretary of the Council not later than the 15th day of each month the total sum for the month preceding together with the particulars in the form to be pre-

(f) om 'n kontrak aan te gaan met 'n apteker, drogis, of enige ander persoon vir die verskaffing van medisyne, artsenymiddels en mediese geriewe;

(g) om die afhanklikes van afgestorwe lede by wyse van geldelike toekennings of andersins by te staan;

(h) om al dié dinge te doen wat noodsaaklik is vir, bykomend is tot of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

5. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir bevoegde werknemers wat in die Nywerheid werksaam is.

(2) (a) Elke bevoegde werknemer wat nie as 'n lid van die Fonds geregistreer is nie, moet die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word en sodanige ingevulde vorm by die Sekretaris van die raad indien binne een maand vanaf die datum waarop—

(i) hierdie Ooreenkoms in werking tree, indien hy op sodanige datum in die Nywerheid werksaam is;

(ii) hy tot die Nywerheid toetree of hertoetree of daarin in diens geneem word.

(b) Elke bevoegde werknemer moet dié addisionele inligting of dokumentêre bewyse inlewer wat die betrokke Bestuurskomitee mag vereis.

(3) Persone, uitgesonderd bevoegde werknemers, wat regstreeks betrokke is by of in diens is in of in verband met die Elektrotegniese Aannemings- en Bedieningsnywerheid, kan as lid van die Fonds toegelaat word na goedvinde van die Bestuurskomitee, en die bepalinge van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persoon wat aldus toegelaat word: Met dien verstande egter dat van sodanige persoon vereis word om minstens R1,50 per week by te dra soos in klousule 7 voorgeskryf, en sy werkgever is nie aanspreeklik vir enige bydraes namens hom nie.

(4) Lidmaatskap van die Fonds eindig—

(a) onmiddellik nadat 'n lid nie meer in die Nywerheid in diens is nie: Met dien verstande dat 'n lid wat vir 'n tydperk van hoogstens 13 weke werkloos word, na goedvinde van die Bestuurskomitee toegelaat kan word om sy lidmaatskap te behou op dié voorwaardes wat die Bestuurskomitee mag bepaal;

(b) in die geval van 'n lid, uitgesonderd 'n bevoegde werknemer, deur sy bedanking as lid van die Fonds, waarvan hy aan die Bestuurskomitee veertien (14) dae vooraf skriftelik moet kennis gee of deur veertien (14) dae kennisgewing van beëindiging van sy lidmaatskap deur die Bestuurskomitee aan hom gegee om enige rede wat na die Komitee se mening sodanige optrede regverdig.

(5) Enige lid wie se lidmaatskap van die Fonds geëindig het, verbeur alle eise teen die Fonds en indien hy tot lid hertoegelaat word, word hy as 'n geheel en al nuwe lid beskou, tensy die Bestuurskomitee anders besluit.

6. AFHANKLIKES

(1) Ten einde in aanmerking te kom vir voordele ten opsigte van hul afhanklikes, moet lede aansoek doen om die registrasie van hul afhanklikes op die voorgeskrewe vorm en dié inligting verstrek en dié dokumentêre bewyse inlewer wat die Bestuurskomitee mag vereis.

(2) Vir die toepassing van hierdie Ooreenkoms, beteken "afhanklike"—

(a) 'n lid se vrou;

(b) 'n lid se kinders onder die ouderdom van 18 jaar (met inbegrip van wetlik aangenome kinders), wat uitsluitlik van die lid afhanklik is: Met dien verstande dat die Bestuurskomitee tevrede gestel word wat betref hul gesondheidstoestand en dat hulle gewoonlik by die lid inwoon of, waar hulle nie aldus inwoon nie, die Bestuurskomitee na goedvinde hul registrasie goedgekeur het;

(c) enige ander persoon wat uitsluitlik of hoofsaaklik van 'n lid afhanklik is en wat die Bestuurskomitee oortuig dat hy of sy aldus afhanklik is: Met dien verstande dat die Bestuurskomitee se beslissing oor wie die afhanklikes van 'n afgestorwe lid is, ooreenkomstig hierdie paragraaf, finaal is.

(3) Persone wat ouderdoms- of enige ander pensioen ontvang en kinders onder die ouderdom van 18 jaar wie se inkomste nie R12 per maand te bowe gaan nie, kan na goedvinde van die Bestuurskomitee as afhanklikes geregistreer word op dié voorwaardes wat die Bestuurskomitee mag vasstel.

7. BYDRAES

(1) Alle werkgevers moet elke week van die loon van elke bevoegde werknemer 'n bedrag van 75c aftrek. By die bedrag aldus afgetrek, moet die werkgever 'n bedrag van 75c byvoeg en die totale bedrag vir die voorafgaande maand voor of op die 15de dag van elke maand aan die Sekretaris van die Raad stuur saam met die besonderhede in die vorm wat die Bestuurs-

scribed by the Management Committee from time to time: Provided that where a member of the fund is absent from work during any period for which no wages are due, or are paid, contributions to the Fund may be reduced proportionately in relation to the number of hours of such absence.

(2) Notwithstanding anything to the contrary, the Management Committee shall have the right to deduct from any benefit payable by the Fund to or in respect of a member, any contributions due or owing by such member to the Fund, and for each contribution so deducted the employer concerned shall on receiving notification from the Management Committee, forthwith forward the amount of any contribution due to the Fund.

8. BENEFITS

(1) Subject to the provisions of the Fund's rules, every member possessing the necessary qualifications therefor and for whom the requisite number of contributions to the Fund has been made, shall be eligible for the Fund's medical, surgical, hospital, maternity, death benefit and other benefits, if any, in force from time to time as prescribed in such rules.

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

9. ADMINISTRATION

(1) The Fund shall be administered by the Management Committee in accordance with rules prescribed for the purpose. Such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law and shall, *inter alia*, prescribe—

(a) the Fund's benefits and the qualifications attaching thereto;

(b) the procedure for lodging and payment of claims.

(2) The Management Committee may at any time make new rules or alter or repeal any existing rules.

(3) Copies of the Fund's rules in force and particulars of any amendments thereto shall be lodged with the Secretary for Labour.

(4) The Council shall appoint the Management Committee from amongst the representatives of the employers and the employees on the Council or their alternates.

(5) Each Management Committee appointed in terms of the preceding subclause shall consist of an equal number of representatives of employers and employees and shall function as the Council may determine.

(6) An alternate may be appointed by the Council for each member of a Management Committee on the same terms and conditions as such member.

(7) The provisions of the Council's Constitution relating to the election of chairman and vice-chairman, their period of office and the calling and conduct of meetings of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

10. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

(1) Subject to the general direction of the Council and to the terms of this Agreement, the Management Committee shall have full control of the affairs of the Fund.

(2) Each member of the Fund shall be provided by the Management Committee with a copy of the rules referred to in clause 9.

(3) The Management Committee shall have power to—

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

(b) refuse 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, if he so requests, be given the opportunity of appearing before the Management Committee to state his case;

(c) sanction expenditure from the Fund;

(d) empower its chairman and/or vice-chairman and its secretary or other official to sign conjointly on behalf of the Fund any agreements and contracts which it has approved;

(e) open accounts in the name of the Fund at banks or building societies and empower persons to operate on such accounts;

(f) where any beneficiary has in its opinion drawn excessive benefits, cause any enquiry to be instituted and withhold such further benefits for such periods as it may determine;

(g) take steps to enforce payment of contributions of any sum due to the Fund.

komitee van tyd tot tyd voorskryf: Met dien verstande dat waar 'n lid van die Fonds van die werk afwesig is gedurende 'n tydperk waarvoor geen loon verskuldig is of betaal word nie, bydraes aan die Fonds na verhouding verminder mag word met betrekking tot die getal ure van sodanige afwesigheid.

(2) Ondanks andersluidende bepalings, het die Bestuurskomitee die reg om van enige voordeel wat deur die Fonds betaalbaar is aan of ten opsigte van 'n lid, enige bydraes af te trek wat deur sodanige lid aan die Fonds betaalbaar of verskuldig is, en vir elke bydrae aldus afgetrek, moet die betrokke werkgewer by die ontvangs van kennisgewing van die Bestuurskomitee, die bedrag van enige bydrae wat aan die Fonds verskuldig is, onmiddellik aanstuur.

8. VOORDELE

(1) Behoudens die bepalings van die Fonds se reëls, kom alle lede wat die nodige kwalifikasies daarvoor besit en ten behoeve van wie die vereiste getal bydraes aan die Fonds gedoen is, in aanmerking vir die Fonds se mediese, chirurgiese, hospitaal-, kraam-, sterftebystands- en ander voordele, indien daar is, wat van tyd tot tyd geld soos in sodanige reëls voorgeskryf.

(2) Die voordele waarvoor die Fonds voorsiening maak, is nie oordraagbaar nie en die voordele uit die Fonds aan enige begunstigde wat poog om sy of haar reg oor te maak, oor te dra of dit op 'n ander wyse te sedgeer of te verpand of te verhipotekeer, moet onmiddellik vir 'n tydperk van drie maande gestaak word.

9. ADMINISTRASIE

(1) Die Fonds word deur die Bestuurskomitee geadministreer ooreenkomstig reëls wat vir dié doel voorgeskryf word. Sulke reëls mag nie onbestaanbaar wees met die bepalings van hierdie Ooreenkoms, die Wet of enige ander wet nie en moet onder andere die volgende voorskryf:

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

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

(2) Die Bestuurskomitee kan te eniger tyd nuwe reëls opstel of enige bestaande reëls wysig of intrek.

(3) Eksemplare van die Fonds se reëls wat van krag is en besonderhede van enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Die Raad stel die Bestuurskomitee aan uit die verteenwoordigers van die werkgewers en die werknemers in die Raad of hul plaasvervangers.

(5) Elke Bestuurskomitee wat aangestel word kragtens voorgaande subklousule, moet uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers bestaan en moet funksioneer soos die Raad mag bepaal.

(6) Die Raad kan 'n plaasvervanger vir elke lid van 'n Bestuurskomitee aanstel op dieselfde voorwaardes as sodanige lid.

(7) Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

10. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE

(1) Behoudens die algemene voorskrifte van die raad en die bepalings van hierdie Ooreenkoms, het die Bestuurskomitee volle beheer oor die sake van die Fonds.

(2) Elke lid van die Fonds moet deur die Bestuurskomitee van 'n eksemplaar van die reëls in klousule 9 genoem, voorsien word.

(3) Die Bestuurskomitee het die bevoegdheid om—

(a) personeel in diens te neem om met die administrasie van die Fonds te help, hul besoldiging vas te stel en hul pligte te bepaal;

(b) enige of alle voordele te weier vir of te weerhou van 'n lid en/of sy afhanklikes wat, na sy mening, op 'n wyse opgetree het wat bereken is om die belange van die Fonds of sy lede te benadeel of wat dit na alle waarskynlikheid sal doen: Met dien verstande dat aan sodanige lid, indien hy aldus versoek, die geleentheid gebied word om voor die Bestuurskomitee te verskyn om sy saak te stel;

(c) uitgawes deur die Fonds goed te keur;

(d) aan sy voorsitter en/of ondervoorsitter en sy sekretaris of ander beampte die bevoegdheid te verleen om gesamentlik namens die Fonds enige ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;

(e) rekenings op die naam van die Fonds by banke of bogenootskappe te open en persone te magtig om op sodanige rekenings te werk;

(f) waar 'n begunstigde na sy mening te veel voordele ontvang het, toe te sien dat 'n ondersoek ingestel word en sulke verdere voordele vir dié tydperk wat hy mag vasstel, te weerhou;

(g) stappe te doen om betaling van bydraes van enige bedrag aan die Fonds verskuldig, af te dwing.

(4) The Management Committee shall cause—

(a) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the Council;

(b) full and true accounts to be kept of the Fund and such accounts to be audited by a public accountant which it shall appoint for the purpose.

(5) Notwithstanding anything to the contrary, the Management Committee shall have discretionary powers to grant additional assistance to members and dependants in cases which it considers fall within the objects of the Fund, and it may also in cases of hardship arising from illness grant special relief to members by means of pecuniary grants, loans or otherwise on such conditions as it may lay down from time to time.

11. FINANCIAL CONTROL

(1) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R1 000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R2 000: Provided that upon payment of benefits being resumed, claims made during such period of suspension shall be met in the order in which they were received.

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

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

(4) All moneys regarded by the Management Committee as being surplus to the fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or Stock of the Republic of South Africa or Local Government Stocks or in any other manner approved by the Registrar.

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

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

(7) Auditor(s) shall be appointed by the Management Committee. Such auditor(s) shall be registered in terms of the Public Accountants' and Auditors' Act, 1951.

(8) As soon as possible after 31 August in each year, the Management Committee shall prepare a statement of all moneys received and owing and details of expenditure incurred and accrued for the 12 months ended 31 August, and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with the auditor's report to the Council.

(9) The audited statements and report thereon shall be open for inspection at the office of the Council and copies countersigned by the Chairman of the Council, shall be sent to the Industrial Registrar within three months of the close of the period covered thereby.

12. INDEMNITY

The members of the Management Committee and the officers and employees of the Fund shall not be liable for the 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 bona fide discharge of their duties.

13. DISPUTES

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Fund, which the Management Committee is unable to settle, shall be referred to the Council for a decision and any contributor shall have the right to appeal to the Council against a decision of the Management Committee.

14. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) Any Agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.

(2) Should this Agreement expire by effluxion of time or any other reason and within 12 months be not replaced or succeeded by a new agreement in terms of subclause (1) or should the new agreement not make provision for continuity of the Fund, the Fund shall continue to be administered by the Management Committee last in office until it be either dealt with in terms of clause 15 or is transferred by the Council to any other fund constituted for the same purpose as that for which the Fund was created.

(4) Die Bestuurskomitee moet toesien dat—

(a) notule gehou word van verrigtings by alle vergaderings en dat afskrifte van sodanige notule aan die Raad gestuur word;

(b) volledige en ware boeke ten opsigte van die Fonds bygehou word en dat sodanige boeke deur 'n openbare rekenmeester, wat hy vir dié doel moet aanstel, geouditeer word.

(5) Ondanks andersluidende bepalings het die Bestuurskomitee diskresionêre bevoegdhede om addisionele bystand aan lede en afhanklikes toe te staan in gevalle wat na sy mening binne die doelstelling van die Fonds val, en in gevalle van ontbering wat ontstaan uit siekte, kan hy ook spesiale hulp aan lede toestaan by wyse van geidelike toekennings, lenings of op 'n ander wyse op dié voorwaardes wat hy van tyd tot tyd mag bepaal.

11. BEHEER VAN FINANSIES

(1) Die uitbetaling van voordele moet gestaak word wanneer die bedrag in die krediet van die Fonds tot minder as R1 000 daal en verdere uitbetalings moet nie weer 'n aanvang neem voordat die bedrag in die krediet van die Fonds die som van R2 000 bereik het nie: Met dien verstande dat wanneer die betaling van voordele hervat word, die eise wat ingestel is gedurende sodanige tydperk waartydens voordele gestaak is, afgehandel moet word in die volgorde waarin hulle ontvang is.

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

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

(4) Alle geld wat die Bestuurskomitee as te veel vir die Fonds se onmiddellike behoeftes beskou, mag op deposito by 'n bank of geregistreerde bouvereniging geplaas word of belê word in Nasionale Spaarsertifikate of effekte van die Republiek van Suid-Afrika of plaaslike bestuurseffekte of op enige ander wyse wat deur die Registrateur goedgekeur word.

(5) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, vorm 'n las teen die Fonds.

(6) Die Bestuurskomitee moet kwartaalverslae by die Raad indien wat 'n algemene oorsig van die werking van die Fonds gee betreffende die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

(7) Die Bestuurskomitee moet 'n ouditeur(s) aanstel. Sodanige ouditeur(s) moet ooreenkomstig die Wet op Openbare Rekenmeesters en Ouditers, 1951, geregistreer word.

(8) Die Bestuurskomitee moet so spoedig moontlik na 31 Augustus in elke jaar 'n staat opstel van alle geld wat ontvang en verskuldig is en besonderhede van uitgawes wat vir die 12 maande geëindig 31 Augustus aangegaan is en opgeloop het en 'n staat wat die Fonds se bates en laste aantoon, wat deur die ouditeur gesertifiseer moet word en saam met die ouditeur se verslag aan die Raad voorgeleë moet word.

(9) Die geouditeerde state en verslag daarvoor moet by die kantoor van die Raad ter insae lê en afskrifte wat deur die voorsitter van die Raad medeonderteken is, moet binne drie maande vanaf die verstryking van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrateur gestuur word.

12. VRYWARING

Die lede van die Bestuurskomitee en die beampptes en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of met betrekking tot die bona fide-uitvoering van hul pligte.

13. GESKILLE

Enige geskille betreffende die uitleg, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of betreffende die administrasie van die Fonds, wat die Bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir 'n beslissing, en enige bydraer het die reg om by die Raad te appelleer teen 'n beslissing van die Bestuurskomitee.

14. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) 'n Ooreenkoms wat deur die Minister kragtens artikel 48 van die Wet op Nywerheidsversoeniging, 1956, bindend verklaar word en wat hierdie Ooreenkoms vervang of opvolg, mag voorsiening maak vir die kontinuïteit en administrasie van die Fonds.

(2) As hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verstryk en nie binne 12 maande deur 'n nuwe ooreenkoms kragtens subklousule (1) vervang of opgevolg word nie, of indien die nuwe ooreenkoms nie voorsiening vir die kontinuïteit van die Fonds maak nie, moet die Fonds steeds geadministreer word deur die Bestuurskomitee wat laaste aan die bewind was, totdat daarmee of ingevolge klousule 15 gehandel word of dit deur die Raad oorgeplaas word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Fonds geskep is.

(3) 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 Management Committee shall continue to administer the Fund and the members of such Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however that any vacancies occurring on such Committee may be filled by the Registrar from employers or employees in the Industry to ensure an equality of employer and employee representatives and alternates in the membership of 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 Registrar, he may appoint a trustee or trustees to carry out the duties of the Management Committee and such trustee or trustees shall possess all the powers of the Council for such purpose. Upon the expiration of the Agreement, the Fund shall be liquidated in terms of clause 15.

15. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within 12 months it is succeeded or replaced by another agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provisions of clause 14 (2), trustees shall be appointed to continue payments from the Fund as if the Agreement was still in existence, that is to say, to pay out claims to benefit in terms of the expired Agreement, any creditors, administration costs and liquidation expenses, until such time as the Fund is exhausted. Such trustees shall be appointed by the Executive Committee appointed in terms of the Council's Constitution, and if the Committee should be unable or unwilling to appoint the said trustees the Minister may appoint trustees to deal with the Fund in the afore-said manner.

16. AGENTS

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

17. EXEMPTIONS

The Management Committee may grant exemption from any of the provisions of this Agreement on such terms and conditions and for such periods as it may determine. Applications for exemption shall be made to the Secretary of the Council.

18. EXHIBITION OF AGREEMENT

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

Signed at Cape Town on behalf of the parties this 12th day of January 1973.

A. P. BUTLER, Chairman.
F. K. LIGHTON, Vice-Chairman.
W. R. PENGELLY, Secretary.

ANNEXURE A

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE) HEALTH FUND

Application for Membership and Registration of Dependants

I (full name in block letters),
employed by (employer's name and address),
and residing at (applicant's private address),
my date of birth being,
and occupation,
hereby apply to be registered as a member of the Electrical Contracting and Servicing Industry (Cape) Health Fund and for the registration of the undermentioned dependants. I agree to abide by the provisions of the Fund's rules.

(3) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee voortgaan om die Fonds te administreer en die lede van sodanige Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan te wees vir dié doeleinde: Met dien verstande egter dat enige vakatures wat in sodanige Komitee ontstaan, deur die Registrateur gevul mag word uit werkgewers of werknemers in die Nywerheid om te verseker dat daar 'n gelyke getal werkgewer- en werknemerverteenwoordigers en plaasvervangers in die ledetal van die Komitee is.

Ingeval so 'n Komitee nie in staat is nie of onwillig is om sy pligte na te kom of daar 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kurators aanstel om die pligte van die Bestuurskomitee uit te voer, en sodanige kurator of kurators besit al die bevoegdhede van die Raad vir sodanige doeleinde. By verstryking van die Ooreenkoms, word die Fonds ingevolge klousule 15 gelikwiddeer.

15. LIKWIDASIE

By verstryking van die Ooreenkoms deur verloop van tyd of om enige ander rede en tensy dit binne 12 maande opgevolg of vervang word deur 'n ander ooreenkoms wat die Fonds in stand hou of indien die Fonds nie deur die Raad oorgeplaas word na enige ander fonds wat vir dieselfde doel ooreenkomstig die bepalings van klousule 14 (2) ingestel is nie, moet kurators aangestel word om betalings uit die Fonds voort te sit asof die Ooreenkoms steeds bestaan, dit wil sê, om eise om voordele kragtens die verstreke Ooreenkoms uit te betaal, asook enige krediteure, administrasie- en likwidasielaste te betaal, tot tyd en wyl die Fonds uitgeput is. Dié kurators moet aangestel word deur die Uitvoerende Komitee wat kragtens die Raad se konstitusie aangestel is, en indien die Komitee nie in staat is nie of onwillig is om genoemde kurators aan te stel, kan die Minister kurators aanstel om met die Fonds op voornoemde wyse te handel.

16. AGENTE

Die Raad kan een of meer bepaalde persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om dié persone toe te laat om dié navrae te doen en af te handel en dié dokumente, boeke, loon-, tyd- en betaalstate te ondersoek en dié persone te ondervra en al dié dinge te doen wat noodsaaklik mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag 'n valse verklaring aan sodanige agent gedurende die verloop van sy ondersoek doen nie.

17. VRYSTELLINGS

Die Bestuurskomitee kan vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms op dié voorwaardes en vir dié tydperke wat hy mag bepaal. Aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word.

18. VERTONING VAN OOREENKOMS

Alle werkgewers in die gebiede waar hierdie Ooreenkoms van toepassing is, moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika in of by die werkplek van sy werknemers vertoon en vertoon hou.

Namens die partye op hede die 12de dag van Januarie 1973 te Kaapstad onderteken.

A. P. BUTLER, Voorsitter
F. K. LIGHTON, Ondervoorsitter
W. R. PENGELLY, Sekretaris.

AANHANGSEL A

GESONDHEIDFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

Aansoek om Lidmaatskap en Registrasie van Afhanklikes

Ek (volle naam in blokletters),
in diens by (werkgewer se naam en adres),
wat woon te (applikant se private adres),
met geboortedatum,
en beroep van,
doen hierby aansoek om registrasie as 'n lid van die Gesondheidsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) en om registrasie van ondergenoemde afhanklikes. Ek kom ooreen om my by die bepalings van die Fonds se reëls neer te lê.

I am single/married/widowed/divorced. (Delete whichever does not apply.)

(Note.—Answer "Yes" or "No" to the following question, and if the answer is "Yes", then give full details):

Do you or any of your dependants suffer at present from any deformity, maiming, physical defect, chronic disease, or from any illness whatsoever, even in a slight form?.....

PARTICULARS OF DEPENDANTS

Full name (Block letters)	Exact date of birth	Chronic disabilities	Relationship

I solemnly and sincerely declare that all the particulars given by me in this form are, to the best of my knowledge and belief, true and correct, and that the above-mentioned dependants reside with me, are not in receipt of an income, and are free from disease or infirmity of a chronic nature except as specified above.

Dated this..... day of..... 19.....

Signature.....

I nominate as my beneficiary.....

(Full name, Mr/Mrs/Miss)

Relationship.....

Address.....

If beneficiary is a minor, state date of birth.....

Date..... Signature.....

For office use only

Date received..... Date registered.....

Registration number.....

Ek is ongetroud/getroud/'n weduwee/geskei. (Skrap wat nie van toepassing is nie.)

(Let wel.—Antwoord "Ja" of "Nee" op die volgende vraag, en indien die antwoord "Ja" is, verstrek dan volledige besonderhede):

Ly u of enigeen van u afhanklikes tans aan enige gebreklikheid, verminking, liggaamlike gebrek, chroniese siekte of enige siekte hoegenaamd, selfs in 'n ligte vorm?.....

BESONDERHEDE VAN AFHANKLIKES

Volle naam (Blokletters)	Presiese geboortedatum	Chroniese ongesteldhede	Verwantskap

Ek verklaar plegtig en opreg dat al die besonderhede wat ek in hierdie vorm verstrek, na my beste wete en geloof waar en korrek is en dat bogenoemde afhanklikes by my inwoon, geen inkomste het nie, en aan geen siekte of swakheid van 'n chroniese aard ly nie, uitgesonderd soos hierbo gemeld.

Gedateer op hede die..... dag van..... 19.....

Handtekening.....

Ek benoem.....

(volle naam, Mnr./Mev./Mej.)

as my begunstigde.

Verwantskap.....

Adres.....

Indien begunstigde minderjarig is, meld geboortedatum.....

Datum..... Handtekening.....

Slegs vir kantoorgebruik

Datum ontvang..... Datum geregistreer.....

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