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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 162 4 Februarie 1977

WET OP NYWERHEIDSVERSOENING, 1956

**BOUNYWERHEID, PORT ELIZABETH.—SIEKTE-
BYSTANDSFONDSOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 14 Februarie 1977 en vir die tydperk wat op 13 Februarie 1982 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.

S. P. BOTHA, Minister van Arbeid.

BYLAE

**NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
PORT ELIZABETH**

SIEKTEBYSTANDSFONDSOOREENKOMS

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

Port Elizabeth Master Builders' and Allied Trades

Association

en die

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Electrical Workers Association

en die

Operative Plumbers' Association of Port Elizabeth

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Elizabeth.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet deur alle werkgewers in die Bounywerheid wat lede van die werkgewersorganisasies is en alle werknemers in genoemde Nywerheid wat lede van die

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 162 4 February 1977

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING INDUSTRY, PORT ELIZABETH.—
SICK BENEFIT FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding with effect from 14 February 1977 and for the period ending 13 February 1982, 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
PORT ELIZABETH**

SICK BENEFIT FUND AGREEMENT

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

Port Elizabeth Master Builders' and Allied Trades Association
and the

Electrical Contractors' Association (South Africa)

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Electrical Workers Association

and the

Operative Plumbers' Association of Port Elizabeth

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

being parties to the Industrial Council for the Building Industry, Port Elizabeth.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth (including that portion of the Magisterial District of Hankey which, prior to the publication

vakverenigings is, nagekom word in die landdrostdistrik Port Elizabeth (met inbegrip van daardie gedeelte van die landdrostdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrostdistrik Port Elizabeth geval het) en die landdrostdistrik Uitenhage.

(2) Ondanks subklousule (1) van hierdie klousule, is hierdie Ooreenkoms slegs van toepassing op werknemers wat werksaam is as algemene voormanne, voormanne, ambagsmanne en leerlinge vir die lone in Deel 1 van die Hofooreenkoms voorgeskryf is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“agent” iemand wat ingevolge artikel 62 (7) van die Wet op Nywerheidsversoening, 1956, deur die Raad aangestel is;

“aansoek” 'n aansoek op 'n vorm wat vir daardie doel deur die Bestuurskomitee van tyd tot tyd voorgeskryf word, behoorlik onderteken deur die aansoeker of 'n persoon wat daartoe gemagtig is om namens hom te teken in gevalle waar die aansoeker self nie sodanige vorm kan teken nie;

“tandarts” iemand wat as tandarts geregistreer is kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiens Beroepe, 1974;

“ongeskiktheid” onvermoë om te werk weens siekte of beseering wat nie in klousule 9 uitgesluit is nie;

“Hofooreenkoms” enige geldige ooreenkoms vir die Bounywerheid, Port Elizabeth, gepubliseer ingevolge artikel 48 van die Wet, waarin lone voorgeskryf word of, by ontstentenis van so 'n ooreenkoms, die jongste loonooreenkoms wat ingevolge die Wet vir die Nywerheid gepubliseer is;

“Bestuurskomitee” of “Komitee” 'n komitee wat as sodanig deur die Raad ingevolge klousule 13 van hierdie Ooreenkoms aangestel word om die Siektebystandsfonds te administreer;

“mediese sertifikaat” of “doktersertifikaat” 'n sertifikaat in die vorm wat deur die Raad van tyd tot tyd vir daardie doel voorgeskryf word en uitgereik en onderteken is deur 'n tandarts of mediese praktisyn;

“mediese praktisyn” iemand wat as mediese praktisyn geregistreer is kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiens Beroepe, 1974, en omvat 'n algemene praktisyn en 'n spesialis;

“lid” enigiemand ten opsigte van wie bydraes ingevolge klousule 8 van hierdie Ooreenkoms in die Siektebystandsfonds gestort is;

“militêre diens” enige diens of plig wat verrig of opleiding wat ondergaan word in enige afdeling van die Suid-Afrikaanse Weermag;

“reëls” die reëls van die Fonds of enige wysiging daarvan;

“sekretaris” die sekretaris van die Siektebystandsfonds en omvat tewens enige beampte wat deur die Raad aangestel word om namens die sekretaris op te tree;

“spesiale bewys” die amptelike bewys deur die Fonds uitgereik ingevolge klousule 9 (2) (a) (ii);

“seël” die amptelike seël wat deur die sekretaris van die Raad uitgereik word ten opsigte van elke gesamentlike bydrae van 'n lid en 'n werkgever wat aan die Fonds betaal word ingevolge klousule 8 van hierdie Ooreenkoms;

“siekte” omvat ook kwale en ongeskiktheid weens beseering;

“werkdag” enige dag, uitgesonderd Saterdag, Sondag, Gelofte-dag, Kersdag en Nuwejaarsdag en die jaarlikse verloftydperk voorgeskryf in die Hofooreenkoms, ten opsigte van die gewone werkeure voorgeskryf in die Hofooreenkoms.

4. SIEKTEBYSTANDSFONDS

(1) 'n Siektebystandsfonds word hierby ingestel wat bekendstaan as die Siektebystandsfonds vir die Bounywerheid, Port Elizabeth (hierna die “Fonds” genoem), met die doel om die bystand te verskaf wat in hierdie Ooreenkoms gespesifiseer word.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge klousule 8 van hierdie Ooreenkoms deur werkgevers en lede in die Fonds gestort word;

of Government Notice 1515 of the 4th October, 1963, fell within the Magisterial District of Port Elizabeth) and the Magisterial District of Uitenhage, by all employers in the Building Industry who are members of the employers' organisations and all employees in the said Industry who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1) of this clause, the terms of this Agreement shall only apply to employees employed as general foremen, foremen, journeymen and learners for whom wages are prescribed in part 1 of the Main Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

“agent” means a person appointed by the Council in terms of the provisions of section 62 (7) of the Industrial Conciliation Act, 1956;

“application” means an application on a form prescribed for that purpose by the Management Committee from time to time, duly signed by the applicant or a person authorised to sign on his behalf in cases where the applicant himself cannot sign such form;

“dentist” means a person registered as a dentist under the Medical, Dental and Supplementary Health Service Professions Act, 1974;

“incapacity” means inability to work owing to sickness or injury not excluded in clause 9;

“Main Agreement” means any current agreement for the Building Industry, Port Elizabeth, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

“Management Committee” or “Committee” means the committee appointed as such by the Council in terms of clause 13 of this Agreement to administer the Sick Benefit Fund;

“medical certificate” or “doctor's certificate” means a certificate in the form prescribed by the Council from time to time for that purpose and issued and signed by a dentist or medical practitioner;

“medical practitioner” means a person who is registered as a medical practitioner under the Medical, Dental and Supplementary Health Service Professions Act, 1974, and includes a general practitioner and a specialist;

“member” means any person in respect of whom contributions have been made to the Sick Benefit Fund in terms of clause 8 of this Agreement;

“military service” means any service or duty performed or training undergone in any division of the South African Defence Force;

“rules” means the rules of the Fund and any amendments thereto;

“Secretary” means the secretary of the Sick Benefit Fund and includes any official nominated by the Council to act for the secretary;

“special voucher” means the official voucher issued by the Fund in terms of clause 9 (2) (a) (ii);

“stamp” means the official stamp issued by the Secretary of the Council in respect of each combined contribution of a member and employer paid to the Fund in terms of clause 8 of this Agreement;

“sickness” shall include diseases, and incapacity due to injury;

“working day” means any day other than Saturday, Sunday, Day of the Covenant, Christmas Day and New Year's Day and the annual leave period prescribed in the Main Agreement, in respect of the ordinary hours of work prescribed in the Main Agreement.

4. SICK BENEFIT FUND

(1) There is hereby established a sick benefit fund known as the Port Elizabeth Building Industry Sick Benefit Fund (hereinafter referred to as the “Fund”) for the purpose of providing the benefits specified in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid by employers and members into the Fund in terms of clause 8 of this Agreement;

- (b) rente verkry uit die belegging van geld van die Fonds; en
(c) alle ander geld waarop die Fonds geregtig mag word.

5. OOGMERKE

Die oogmerke van die Fonds is—

- (1) om lede te vergoed vir verlies aan verdienste wat ontstaan uit werkloosheid veroorsaak deur siekte of ongeluk;
(2) om gratifikasies en/of jaargelde vir lede ingeval van permanente ongeskiktheid te oorweeg; en
(3) om alles te doen wat nodig is vir gepaard gaan met of bevorderlik is vir die welsyn van lede en vir die bereiking van genoemde doelstellings.

6. LIDMAATSKAP

Lidmaatskap van die Fonds is verpligtend vir alle algemene voormanne, voormanne, ambagsmanne en leerlinge vir wie lone in Deel 1 van die Hoofoorreenskoms voorgeskryf is.

7. SIEKTEBYSTANDSTOELAE

(1) Benewens enige ander besoldiging waarop 'n werknemer in klousule 6 genoem, geregtig mag wees ingevolge enige ander gepubliseerde ooreenskoms van die Raad, moet elke werkgewer aan elke algemene voorman, voorman en ambagsman in sy diens 'n toelae van 2c per uur en aan elke leerling in sy diens 'n toelae van 1c per uur betaal ten opsigte van al die ure wat sodanige werknemer gewerk het: Met dien verstande dat hierdie toelae nie betaal moet word nie ten opsigte van oortydwerk of werk verrig op 'n Saterdag, Sondag, Gelofte-dag, Kersdag, Nuwejaarsdag of enige dag wat binne die jaarlikse verloftydperk val wat in die Hoofoorreenskoms voorgeskryf word.

(2) Die toelae moet weekliks tesame met die werknemer se ander besoldiging betaal word.

8. BYDRAES

(1) Elke werkgewer moet aan die Fonds betaal ten opsigte van elke—

(a) algemene voorman, voorman en ambagsman 'n bedrag van R1,60 per week;

(b) leerling 'n bedrag van 80c per week:

Met dien verstande dat sodanige werknemer 16 uur of langer gedurende daardie week by hom in diens was. Werkgewers moet die bedrae aan die Fonds betaal in ooreenstemming met die prosedure in subklousules (2) tot (5) voorgeskryf.

(2) 'n Werkgewer is daarop geregtig om die bedrae wat ingevolge subklousule (1) aan die Fonds betaal is, af te trek van die besoldiging van sy werknemers ten opsigte van wie die betalings gedoen is.

(3) Die Sekretaris van die Raad moet aan elke werkgewer 'n seël uitreik vir elke bedrag wat ingevolge subklousule (1) hiervan aan die Fonds betaal is, en elke sodanige werkgewer moet elke Vrydag aan elke werknemer in klousule 6 bedoel 'n seël uitreik wat deur hom gerokeer is met die werkgewer se naam, datum van uitreiking en die naam van die werknemer.

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

(5) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die aftrekking en bydrae ingevolge subklousules (1) en (2) hiervan vir daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 16 uur in diens was.

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

(7) Elke werknemer, moet so spoedig doenlik na die laaste Vrydag in Oktober, dog voor of op die eerste Vrydag in November van elke jaar, sy bydraekaart inlewer by die Sekretaris van die Raad, wat 'n kwitansie daarvoor moet uitreik.

(8) Geen bydraekaart mag meer as 49 seëls bevat nie, en indien daar meer daarop geplak is, moet die oortollige seëls deur die Sekretaris van die Raad, gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

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

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

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

5. OBJECTS

The objects of the Fund shall be—

(1) to recompense members for loss of earnings arising out of unemployment caused by sickness or accident;

(2) to consider gratuities and/or annuities for members in the case of permanent disability; and

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

6. MEMBERSHIP

Membership of the Fund shall be compulsory for all general foremen, foremen, journeymen and learners for whom wages are prescribed in Part 1 of the Main Agreement.

7. SICK BENEFIT ALLOWANCE

(1) In addition to any other remuneration to which an employee mentioned in clause 6 may be entitled in terms of any other published agreement of the Council, every employer shall pay to every general foreman, foreman and journeyman in his employ an allowance of 2c per hour and to every learner in his employ an allowance of 1c per hour in respect of all hours worked by such employee: Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, Day of the Covenant, Christmas Day, New Year's Day or any day falling within the annual leave period prescribed in the Main Agreement.

(2) The allowance shall be paid weekly together with the employee's other remuneration.

8. CONTRIBUTIONS

(1) Every employer shall pay to the Fund in respect of every—

(a) general foreman, foreman and journeyman an amount of R1,60 per week;

(b) learner an amount of 80c per week:

Provided such employee was employed by him for 16 hours or more during that week. Employers shall pay the amounts to the Fund in accordance with the procedure laid down in subclauses (2) to (5).

(2) An employer shall be entitled to deduct the amounts paid to the Fund in terms of subclause (1) from the remuneration of his employees in respect of whom the payments were made.

(3) The Secretary of the Council shall issue to every employer a stamp for each amount paid to the Fund in terms of subclause (1) hereof, and every such employer shall issue on each Friday to each employee referred to in clause 6 a stamp cancelled by him, bearing the employer's name, the date of issue and the name of the employee.

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

(5) Where an employee is employed by two or more employers during the same week, the contribution and deduction in terms of subclauses (1) and (2) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

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

(7) Every employee shall, as early as possible after the last Friday in October but not later than the first Friday in November of each year, hand his contribution card in to the Secretary of the Council who shall issue a receipt therefor.

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

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

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

(11) Elke werknemer op wie Deel I van die Hofooreenkoms van toepassing is, moet binne 21 dae nadat hy in die Nywerheid diens aanvaar het aansoek doen om 'n bydraekaarte, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet sorg dat sodanige werknemer in besit van 'n bydraekaarte is, en wel binne 21 dae vanaf die datum waarop hy diens aanvaar het.

(12) Die Raad kan na goeddunke die seël en bydraekaarte in hierdie klousule bedoel kombineer met enige ander seëls en bydraekaarte wat alreeds deur die Raad uitgereik is ten opsigte van enige ander fondse wat deur die Raad geadmistreer word, en moet dié vorm aanneem wat die Raad van tyd tot tyd mag bepaal.

(13) Elke werkgewer moet maandeliks 'n vorm aan die Sekretaris van die Raad voorlê waarop die volle name, bydraekaartnommers en die getal seëls wat ingevolge subklousule (3) gedurende die maand aan elke werknemer in sy diens uitgereik is, verskyn. Die werkgewer moet die vorms by die Sekretaris van die Raad kry en dit voor of op die sewende dag van die maand wat volg op dié waarin die aftrekkings gemaak is, behoorlik ingevul aan die Sekretaris van die Raad terugstuur. Met dien verstande dat die Raad sodanige vorm kan kombineer met enige ander vorm wat hy uitreik.

9. BETALING VAN BYSTAND

(1) *Algemene bepalinge.*—(a) Geen betaling word aan 'n lid ingevolge hierdie klousule gedoen nie—

(i) indien die aansoeker versuim om enige tersaaklike inligting wat die Bestuurskomitee mag vereis, te verstrek;

(ii) tensy sy werkgewer(s) bydraes aan die Fonds ingevolge klousule 8 gedoen het ten opsigte van 'n wagtydperk van minstens 26 weke.

(b) Lede wat militêre diens ooreenkomstig die Verdedigingswet, 1957 (Wet 44 van 1957), ondergaan, is nie op enige bystand geregtig terwyl sodanige diens verrig word nie.

(c) In die geval van 'n lid wat die Nywerheid verlaat en op voorwaarde dat hy in aanmerking kom vir bystand wanneer hy die Nywerheid verlaat, is die volgende bepalinge van toepassing:

(i) As hy nie langer as drie maande afwesig is nie, is hy by sy terugkeer onmiddellik geregtig op die volle bystand;

(ii) as hy langer as drie maande maar minder as 'n jaar afwesig is, is hy, nadat sy werkgewer(s) bydraes tot die Fonds vir 'n tydperk van minstens 12 weke gedoen het, geregtig op die volle bystand;

(iii) as hy langer as een jaar afwesig is, is hy geregtig op bystand slegs nadat sy werkgewer(s) bydraes tot die Fonds vir 'n tydperk van minstens 26 weke gedoen het.

(d) Eise deur 'n lid of 'n werkgewer ingedien, moet deur die Fonds aanvaar en betaal word in die volgorde waarin hulle deur die Fonds ontvang word.

(e) Ondanks andersluidende bepalinge in hierdie klousule vervat, is 'n lid nie geregtig op die bystand in subklousule (2) van hierdie klousule bedoel nie—

(i) indien hy van die werk afwesig is as gevolg van siekte, ongeluk of arbeidsongeskiktheid waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is;

(ii) as hy verslaaf is aan alkohol of verdowingsmiddels of aan die gevolge daarvan ly, of ongeskik vir werk is weens siekte wat aan sy eie nalatigheid of wangedrag te wyte is;

(iii) as hy 'n besering, hetsy opsetlik of per ongeluk, opdoen waarvoor 'n derde party vergoeding moet betaal en dit wel betaal;

(iv) terwyl hy spesiale behandeling ondergaan wat aanbeveel is deur iemand anders as 'n geregistreerde mediese praktisyn;

(v) vir besering toegedien deur 'n militêre of usurpatormag, afgesien daarvan of oorlog verklaar is of nie, of besering weens onluste of burgerlike oproer of betrokkenheid by gevegte;

(vi) vir deelname aan 'n jag, bergklim, wedrenne op wiele, professionele sport, motorfietsry, uitgesonderd die gebruik van 'n motorfiets na en van 'n werknemer se gewone werk;

(vii) as hy versuim of weier om die opdragte van 'n mediese praktisyn en/of tandarts na te kom, of as hy, na die mening van 'n mediese praktisyn en/of tandarts, deur sy moedswillige optrede sy toestand vererger of sy herstel vertraag het;

(viii) as 'n lid versuim om sy aansoek op die Fonds se ampelike vorm aan die sekretaris van die Fonds voor te lê tesame met 'n sertifikaat van 'n mediese praktisyn en/of tandarts wat duidelik die tydperk moet vermeld waartydens sodanige lid siek was of ongeskik vir werk: Met dien verstande dat in die geval van ernstige siekte of besering die sertifikaat van die mediese praktisyn en/of tandarts as voldoende kennisgewing beskou moet word.

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

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

(12) The Council may at its discretion combine the stamp and contribution card referred to in this clause, with any other stamps and contribution cards already issued by the Council in respect of any other funds administered by it, and these shall be in such form as may be determined by the Council from time to time.

(13) Every employer shall submit monthly a form to the Secretary of the Council showing the full names, contribution card numbers and the number of stamps issued in terms of subclause (3) to each employee in his employ during the month. The forms shall be obtained by the employer from the Secretary of the Council and must be returned properly completed to the Secretary of the Council not later than the seventh day of the month following that in which the deductions were made: Provided that the Council may combine such form with any other form issued by it.

9. PAYMENT OF BENEFITS

(1) *General Provisions.*—(a) No payment shall be made to a member in terms of this clause—

(i) if the applicant fails to supply any relevant information which the Management Committee may require;

(ii) unless his employer(s) have made contributions to the Fund in terms of clause 8 in respect of a waiting period of at least 26 weeks.

(b) Members undergoing military service in pursuance of the Defence Act, 1957 (Act 44 of 1957), shall not be entitled to any benefits whilst carrying on such service.

(c) In the case of a member leaving the Industry and on conditions that he qualifies for benefits when he leaves the Industry, the following provisions shall apply:

(i) If his absence does not exceed three months, he shall be entitled to full benefits immediately upon returning;

(ii) if his absence exceeds three months but not one year, he shall be entitled to full benefits after his employer(s) have made contributions to the Fund for a period of at least 12 weeks;

(iii) if his absence exceeds one year, he shall be entitled to benefits only after his employer(s) have made contributions to the Fund for a period of at least 26 weeks.

(d) Claims submitted by a member or an employer shall be accepted and paid by the Fund in the order in which they are received by the Fund.

(e) Notwithstanding anything to the contrary contained in this clause a member shall not be entitled to the benefits referred to in subclause (2) of this clause—

(i) if he is absent from work due to any illness, accident or disablement falling within the provisions of the Workmen's Compensation Act, 1941;

(ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own wilful negligence or misconduct;

(iii) if he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation;

(iv) whilst undergoing special treatments recommended by persons, other than registered medical practitioners;

(v) for injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;

(vi) if engaging in hunting, mountaineering, or racing on wheels, professional sport, motor cycling other than motor-cycling to and from employee's normal work;

(vii) if he fails or declines to observe the instructions of a medical practitioner and/or dentist or if, in the opinion of a medical practitioner and/or dentist, he had by his own wilful actions aggravated his condition or retarded his recovery;

(viii) if a member fails to submit his application on the Fund's official form, with a medical practitioner's and/or dentist's certificate, which must clearly state the period for which such member was sick or incapacitated, to the Secretary of the Fund: Provided that, in the case of serious sickness or injury the medical practitioner's and/or dentist's certificate shall be deemed sufficient notification.

(f) Siektebystand moet gelewer word net gedurende sodanige tydperk as wat die sertifikaat van die mediese praktisyn en/of tandarts sertifiseer dat die lid nie in staat is om sy werk te hervat nie. Gedurende enige siekte of ongeskiktheid vir werk moet die lid die sertifikaat van die mediese praktisyn en/of tandarts so dikwels verskaf as wat die Bestuurskomitee vereis, by ontstentenis waarvan geen siektebystand vir sodanige tydperk betaal moet word nie.

(g) Geen lid mag, hetsy teen vergoeding of nie, gedurende die tydperk wat hy bystand ontvang, werk verrig nie.

(h) Indien 'n lid gedurende die tydperk wat hy bystand ontvang, sonder die toestemming van die Bestuurskomitee teen besoldiging werk, moet hy die bystand wat hy ontvang het, terugbetaal.

(i) Die sekretaris van die Fonds kan namens die Raad of Bestuurskomitee om verdere inligting of verslae vra en kan van die lid vereis om 'n beëdigde verklaring te doen.

(2) *Siektebystand*.—(a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan verrig nie is op siektebystand geregtig ooreenkomstig ondervermelde bepalings:

(i) In 'n kringloop van een jaar vanaf die datum waarop 'n lid nie in staat is om te werk nie, is die volgende bystand betaalbaar:

(aa) Algemene voormanne, voormanne en ambagsmanne—R4,40 per werkdag vir 'n tydperk van hoogstens 15 werkdag;

(ab) leerlinge—R2,20 per werkdag vir 'n tydperk van hoogstens 15 werkdag;

(ii) 'n lid wat, omrede hy nie in diens is nie, nie 'n seël bedoel in die Hoofooreenkoms van sy werkgever gedurende 'n bepaalde week ontvang nie, moet deur die Fonds van 'n spesiale bewysstuk voorsien word ten opsigte van sodanige week en genoemde lid moet genoemde bewysstuk in sy bydraekaart aanbring in die ruimte waarop 'n soortgelyke datum voorkom as dié ten opsigte waarvan die bewysstuk uitgereik is. Die bewysstuk in hierdie subparagraaf bedoel, moet vir sodanige waarde en in dié vorm wees soos wat van tyd tot tyd deur die Raad bepaal word;

(iii) (aa) 'n lid is net op siektebystand geregtig as die tydperk wat hy van sy werk afwesig is, weens siekte of 'n ongeluk, vir 'n tydperk van minstens drie aaneenlopende werkdag is;

(ab) indien die tydperk van afwesigheid weens siekte of 'n ongeluk langer as drie aaneenlopende werkdag is, neem siektebystand 'n aanvang vanaf die eerste dag wat hy nie in staat is om te werk nie;

(iv) ondanks paragraaf (a) (i) wanneer 'n lid werk hervat nadat hy siektebystand vir die volle tydperk ingevolge subklousule (2) (a) (i) en (ii) ontvang het en ten opsigte van wie 'n werkgever ingevolge klousule 8 (1) weer bydraes aan die Fonds vir 'n tydperk van minstens 12 weke doen, moet 'n nuwe kringloop van een jaar vanaf daardie datum waarop sodanige lid weer nie in staat is om te werk nie, begin en daarna is subklousule (2) (a) (i) en (ii) *mutatis mutandis* van toepassing.

(b) *Permanente ongeskiktheid*.—(i) Aansoeke om bystand onder hierdie hoof moet oorweeg word van—

(aa) werknemers wat, na die mening van die Bestuurskomitee, afdoende bewys dat hulle bona fide-werknemers is of was in werksaamhede wat gewoonlik verrig word deur werknemers in die Bounywerheid wat deur die Hoofooreenkoms gedek word;

(ab) werknemers in die kategorie bedoel in (aa) hierbo wat nie in staat is om hul bedryf te beoefen nie weens 'n besering, gesigsverlies en fisiese ongeskiktheid, uitgesonderd gevalle wat voldoende deur die Ongevallewet gedek word;

(ac) werknemers wat bystand ontvang soos voorgeskryf in subklousule (2) (a) (i) en (ii) wat permanent ongeskik en nie in staat is om hul bedryf te beoefen nie;

(ii) die bystandskaal word gebaseer op 'n aansoeker se potensiële verdienvermoë (as hy dit het) buite die Nywerheid en met betrekking tot die jare diens in die hoedanigheid bedoel in paragraaf (b) (i) (aa), maar mag nie meer as R144 per jaar vir een bepaalde lid wees nie;

(iii) betalings kragtens hierdie subklousule is ex gratia en geskied na volgestrekte goedvinde van die Bestuurskomitee, wie se beslissing finaal is, en die Bestuurskomitee is nie verplig om 'n rede vir 'n beslissing te verstrek nie.

10. BYSTAND PER ABUIB BETAAL

As 'n werknemer bystand ontvang waarop hy nie kragtens klousule 9 (2) geregtig is nie, is hy daarvoor aanspreeklik om die bedrag wat aldus ontvang is, aan die Fonds terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag te eis, hy na sy goedvinde terugbetaling van 'n kleiner bedrag kan eis of so 'n werknemer kan vrystel van terugbetaling van die hele bedrag.

(f) Sick benefits shall continue only during such time as the medical practitioner's and/or dentist's certificate certifies the member unfit to resume work. During the course of any sickness or incapacitation, the member shall furnish the Secretary with the medical practitioner's and/or dentist's certificate as often as may be required by the Management Committee, failing which no sick benefits shall be paid for such period.

(g) No member shall engage in employment whether for remuneration or not during the period he is in receipt of benefits.

(h) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Management Committee, he shall refund the benefits received.

(i) The secretary of the Fund may on behalf of the Council or Management Committee call for further information or medical reports and may require the member to make an affidavit.

(2) *Sick Benefits*.—(a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:

(i) In a cycle of one year from the date on which a member is unable to work the following benefits shall be payable:

(aa) General foremen, foremen and journeymen—R4,40 per working day for a period not exceeding 15 working days;

(ab) learners—R2,20 per working day for a period not exceeding 15 working days;

(ii) a member who by reason of the fact that he is unemployed, does not receive a stamp referred to in the Main Agreement from his employer during any week, shall be issued by the Fund with a special voucher in respect of such week and the said member shall fix the said voucher in his contribution card in the space in such contribution card on which appears a similar date as that in respect of which the voucher is issued. The voucher referred to in this subparagraph shall be for such value and in the form as may be determined by the Council from time to time;

(iii) (aa) a member shall only be entitled to sick benefits if the period of his absence from work due to sickness or accident is for a period of not less than three consecutive working days;

(ab) should the period of absence due to sickness or accident exceed three consecutive working days, sick benefits shall commence from the first day from which he is unable to follow his employment;

(iv) notwithstanding the provisions of paragraph (a) (i), when a member, after having received sick benefits for the full period in terms of subclause (2) (a) (i) and (ii) and in respect of whom an employer again makes contributions in terms of clause 8 (1) to the Fund for a period of at least 12 weeks, resumes work, a new cycle of one year shall start for that date on which such member is again unable to work, and thereafter the provisions of subclause (2) (a) (i) and (ii) shall *mutatis mutandis* apply;

(b) *Permanent Disability*.—(i) Application for benefits under this heading shall be considered from—

(aa) employees who, in the opinion of the Management Committee satisfactorily show that they are or were bona fide employees in any operations normally performed by employees in the Building Industry covered by the Main Agreement;

(ab) employees included in the category referred to in (aa) above who are incapable of working at their trade due to an injury, loss of sight and physical incapacity other than cases adequately covered by the Workmen's Compensation Act;

(ac) employees in receipt of benefits prescribed in subclause (2) (a) (i) and (ii) who are permanently disabled and incapable of working at their trade and/or occupation;

(ii) the scale of benefits shall be based on the applicant's potential earning capacity, if any, outside the Building Industry and in relation to years of employment in the capacity mentioned in paragraph (b) (i) (aa), but shall not be in excess of an amount of R144 per annum for any one member;

(iii) payments made under this subclause are ex gratia and at the absolute discretion of the Management Committee whose decision shall be final, and the Management Committee shall not be obliged to give any reason for any decision.

10. BENEFITS PAID IN ERROR

If an employee has received benefits to which he is not entitled under the provisions of clause 9 (2), he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

11. BYSTAND IS ONVERVREEMBAAR

Die bystand deur die Fonds verskaf, is nie oordraagbaar nie en enige lid wat poog om sy regte af te staan, oor te dra, te sedeer, te verpand of te verhipotekeer, is onmiddellik nie langer geregtig op enige bystand hoegenaamd nie en sy lidmaatskap van die Fondsword beëindig.

12. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan om afdoende redes skriftelike vrystelling van hierdie Ooreenkoms aan 'n persoon of persone verleen.

(2) Die Raad of Bestuurskomitee moet, ten opsigte van enigeen aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goeddink, nadat skriftelik kennis aan die betrokke persoon of persone gegee is, enige vrystellingstifikaat kan intrek of wysig, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingstifikaat deur die Sekretaris onderteken, moet uitgereik word aan elkeen aan wie vrystelling verleen word. 'n Sertifikaat is nie geldig in 'n ander gebied as dié waarvoor dit uitgereik is nie.

(4) Die Raad kan te eniger tyd gedurende die tydperk waarvoor 'n vrystellingstifikaat toegestaan is, dit wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom van 'n vrystellingstifikaat wat in ooreenstemming met hierdie klousule uitgereik is.

13. ADMINISTRASIE

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

(2) (a) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf word.

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

(3) Die Bestuurskomitee kan een van of al die voordele weier aan en/of agterhou van 'n lid wat na sy mening op so 'n wyse opgetree het dat dit daarop bereken was om die belange van die Fonds en sy lede te benadeel of dit heel moontlik kon doen:

Met dien verstande dat sodanige lid die geleentheid gegee moet word om by die Raad te appelleer teen die Bestuurskomitee se beslissing, en die Raad se beslissing is finaal.

(4) Enige geskil oor die uitleg, betekenis of bedoeling van die bepaling van hierdie Ooreenkoms of oor die administrasie van die Fonds wat die Bestuurskomitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

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

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

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

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

(d) 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;

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

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

11. BENEFITS INALIENABLE

The 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 his membership of the Fund shall be terminated.

12. EXEMPTIONS

(1) The Council or Management Committee may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council or Management Committee shall fix, in respect of any person granted exemption under the provisions of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council or Management Committee may if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw or amend any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

13. ADMINISTRATION

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

(2) (a) The Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

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

(3) The Management Committee may refuse and/or withhold any or all benefits from any member who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund and its members:

Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management Committee to the Council, whose decision shall be final.

(4) Any dispute concerning the interpretation, meaning or intention of any of the 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 its decision.

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

(a) To receive, administer and apply the 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 14 (b) and to vary or realise any such investments;

(d) 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;

(e) to delegate any of its powers and duties to any subcommittee appointed by it: Provided that a subcommittee so nominate 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;

(f) 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;

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

(h) om alle ander dinge te doen wat na die mening van die Komitee bevorderlik is vir die bereiking van almal of enigen van bogenoemde oogmerke.

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

(7) Sodanige bedrag as wat die Raad van tyd tot tyd bepaal, moet aan lede van die Komitee en/of subkomitee betaal word ter vergoeding vir verlies van verdienste en/of klein uitgawes veroorsaak deur bywoning van vergaderings van die Komitee en/of subkomitee.

(8) Die sekretaris van die Fonds is die hoof- uitvoerende beampte van die Fonds.

14. FINANSIES

(1) Alle geld wat aan die Siektebystandsfonds toeval, moet gedeponeer word in 'n bankrekening wat vir dié doel geopen is, en alle ontvangte geld moet binne drie dae na die datum van ontvangs daarin gedeponeer word.

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

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

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

(b) Nasionale Spaarsertifikate;

(c) poskantoor spaarrekening of -sertifikate;

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

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

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

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

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

(i) op enige ander wyse wat die Nywerheidsregistrateur goedkeur.

(4) Alle rente wat uit sodanige beleggings verkry word, val aan die Siektebystandsfonds toe.

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

(6) Die Bestuurskomitee moet voor of op die eerste Donderdag in April elke jaar state aan die Raad voorlê, geouditeer deur 'n openbare rekenmeester wat deur die Raad aangestel is, en medeonderteken deur die Voorsitter van die Bestuurskomitee, waarop aangedui word—

(a) die inkomste en uitgawe van die Siektebystandsfonds gedurende die 12 maande geëindig die vorige 28 Februarie;

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

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

(8) Indien die bedrag in die krediet van die Siektebystandsfonds te eniger tyd benede R12 000 daal, moet die betaling van bystand opgeskort word en mag betaling nie hervat word nie voordat die bedrag in die krediet van die Siektebystandsfonds die R18 000-kerf bereik het. Met dien verstande dat, wanneer die betaling van bystand weer hervat word, eise wat gedurende dié tydperk ingedien is, betaal moet word in die volgorde waarin hulle ontvang is.

15. VERSTRYKING VAN DIE OOREENKOMS

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval en daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe Ooreenkoms aangegaan

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

(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.

(6) 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) Such sum as the Council may from time to time determine shall be payable to members of the Committee and/or sub-committee as reimbursement for loss of earnings and/or out of pocket expenses occasioned by attendance of meetings of the Committee and/or sub-committee.

(8) The secretary of the Fund shall be the chief executive officer of the Fund.

14. FINANCE

(1) All moneys accruing to the Sick Benefit Fund shall be deposited in a banking account opened for that purpose, and all moneys received shall be deposited therein, within three days of the date of receipt.

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

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

(a) stock of the Government of the Republic of South Africa, or local government stock;

(b) National Saving Certificates;

(c) post office savings account or certificates;

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

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

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

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

(h) South African Reserve Bank stocks; or

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

(4) Any interest derived from such investment shall accrue to the Sick Benefit Fund.

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

(6) Not later than the first Thursday in April of each year, the Management Committee shall submit to the Council statements audited by a public accountant, appointed by the Council, and countersigned by the chairman of the Management Committee, showing—

(a) the income and expenditure of the Sick Benefit Fund during the 12 months ended 28 February, preceding;

(b) the assets and liabilities of the Sick Benefit Fund at the end of the 12 months period mentioned.

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

(8) If at any time the amount standing to the credit of the Sick Benefit Fund falls below R12 000, payment of benefits shall be suspended and further payment shall not recommence until the amount standing to the credit of the Sick Benefit Fund has reached R18 000: Provided that, upon payment of benefits being resumed, claims made during such period shall be met in the order in which they were received.

15. EXPIRATION OF THE AGREEMENT

(1) Upon the expiration 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

word waarin daar voorsiening gemaak word vir die voortsetting van die Fonds nie, of indien die Fonds nie in 'n sodanige tydperk oorgedra word na 'n ander fonds wat in die lewe geroep is vir dieselfde doel as dié waarvoor die Fonds ingestel is nie, moet die Fonds ingevolge klousule 16 deur die Bestuurskomitee gelikwideer word.

(2) Indien die Raad ontbind sou word of ophou funksioneer gedurende enige bepaalde tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds verder geadministreer word deur die Bestuurskomitee wat dan aan die roer is. 'n Vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, en wel op so 'n wyse dat 'n gelyke getal werkgewers- en werknemersverteenvoordigers in die Komitee verseker word. Indien sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of indien daar voor 'n dooie punt te staan gekom word wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee te vervul, en so 'n trustee besit dan vir dié doel alle bevoegdhede van die Komitee. Indien daar wanneer hierdie Ooreenkoms vervalt, geen Raad bestaan nie, moet die Fonds ingevolge klousule 16 van hierdie Ooreenkoms gelikwideer word deur die Komitee wat dan aan die roer is of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

16. LIKWIDASIE VAN DIE FONDS

By likwidasië van die Fonds ingevolge klousule 15 hiervan, en nadat alle krediteure en alle administrasie- en likwidasiëkoste betaal is, moet die geld wat in die krediet van die Fonds oorbly in die algemene fondse van die Raad gestort word ter aanwending vir 'n soortgelyke oogmerk as dié waarvoor die oorspronklike Fonds ingestel is; of indien daar geen Raad bestaan nie moet—

(a) drie agtstes betaal word aan die werkgewersorganisasies wat in die Raad verteenwoordig is ten tyde van sy ontbinding of van die verstryking van die Ooreenkoms, wat ook al die vroegste datum is, in verhouding tot die getal volwaardige lede kragtens die Wet in elke sodanige organisasie soos op die datum van likwidasië; en

(b) vyf agtstes betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, wat ook al die vroegste datum is, en dit moet onder die vakverenigings verdeel word in verhouding tot die volwaardige lede van elke vakvereniging soos op die datum van likwidasië; die uitdrukking "volwaardige lede" omvat alleenlik dié lede wat deur hierdie Ooreenkoms gedek word.

17. AGENTE

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

18. VAKVERENIGINGORGANISEERDERS

(1) Organiseerders van die vakverenigings het die reg om gedurende gewone werkure gesprekke te voer met lede van hul onderskeie vakverenigings by die werkplek of in werkwinkels: Met dien verstande dat die werkgewer deur die organiseerder in kennis gestel word van sy voorneme om sodanige werkplek of werkwinkel te besoek: Voorts met dien verstande dat die organiseerder nie die werkproduksie van 'n lid te veel benadeel nie.

(2) Elke werkgewer moet aan sy werknemers wat verteenwoordigers in die Raad is alle redelike geleenthede verskaf om hul pligte in verband met Raadsvergaderings na te kom.

19. VERTONING VAN OOREENKOMS

'n Werkgewer moet toesien dat, benewens die kennisgewings wat hy ingevolge artikel 58 van die Wet moet vertoon, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek, wat maklik vir al sy werknemers toeganklik is, in die kantoor of werf waar hy sake doen, beskikbaar is.

20. TOEPASSING VAN OOREENKOMS

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

the expiration 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 employers' and employees' representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes. In the event of there being no Council in existence upon the 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 liquidation of the Fund in terms of clause 15 hereof, and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be paid in to 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) three-eighths shall be paid to the employers' organizations represented on the Council at the date of its dissolution or the expiration 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 organization as at the date of liquidation; and

(b) five-eighths to the trade unions represented on the Council as at the date of its dissolution or the expiration 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.

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 do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed. No person shall make a false statement to such agent during the course of his investigations. When exercising the powers conferred upon him by this clause, an agent may be accompanied by an interpreter.

18. TRADE UNION ORGANISERS

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

(2) Every employer shall grant to any of his employees who are representatives on the council every reasonable facility to attend to their duties in connection with meetings of the Council.

19. EXHIBITION OF AGREEMENT

An employer shall, in addition to the notices he is required to exhibit by section 58 of the Act, cause a legible copy of this Agreement in both official languages to be available in his office, or yard where he carries on business, in a conspicuous position, easily accessible to all his employees.

20. APPLICATION OF AGREEMENT

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

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

21. VRYWARING

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

Namens die partye op hede die 9de dag van November 1976 in Port Elizabeth onderteken.

J. V. V. MEYER, Voorsitter.

B. H. THOMPSON, Ondervoorsitter.

V. H. LE ROUX, Sekretaris.

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

21. INDEMNITY

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

Signed on behalf of the parties at Port Elizabeth this 9th day of November, 1976.

J. V. V. MEYER, Chairman.

B. H. THOMPSON, Vice-Chairman.

V. H. LE ROUX, Secretary.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Diereproduksie en -tegnologie, Direerversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

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The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

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