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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 314

23 Februarie 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—MEDIESE HULPFONDS-OOREENKOMS VIR DIE METAALNYWERHEDE

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 Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Maart 1979 en vir die tydperk wat op 30 November 1980 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

OOREENKOMS

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

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 314

23 February 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES. — METAL INDUSTRIES MEDICAL AID 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 Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 March 1979 and for the period ending 30 November 1980, 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

AGREEMENT

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

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

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Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Burglar Alarm Systems Association
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Production Founders' Association
 S.A. Radio Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 Transvaal and Orange Free State Foundry Association
 (hierna die "werkgewers" of die "werkgewersverenigings" genoem), aan die een kant, en die
 Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Trades Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie
 (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,
 wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit dwarsdeur die Republiek van Suid-Afrika nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat onderskeidelik lede van die werkgewersorganisasies en vakverenigings is.
- (2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is aan 'n skema wat mediese bystand verskaf en wat bestaan het op 18 Julie 1966 en waartoe die betrokke werkgewer weekliks minstens 45c bydrae ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word terwyl sodanige skema in werking bly en genoemde werkgewers en werknemers voortgaan om deelnemers aan die skema te wees en die werkgewer voortgaan om 'n bydrae van minstens 45c per week ten opsigte van elke sodanige werknemer te betaal.
- (3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk wat op 30 November 1980 eindig of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet en alle verwysings na 'n Wet omvat ook alle wysigings van sodanige Wet; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Burglar Alarm Systems Association
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Production Founders' Association
 S.A. Radio Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 Transvaal and Orange Free State Foundry Association

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

Amalgamated Engineering Union of South Africa
 Amalgamated Society of Woodworkers of South Africa
 Electrical and Allied Trades Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 S.A. Electrical Workers' Association
 S.A. Engine Drivers', Firemen's and Operators' Association
 S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions, respectively.
- (2) The terms of this Agreement shall not apply to employers and their employees who are participants with the employer in any scheme providing medical benefits in existence as at 18 July 1966, to which the employer concerned contributes not less than 45c per week for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 45c for each such employee per week.
- (3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in that subsection.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period ending 30 November 1980 or such period as may be determined by the Minister.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"vakleerling" 'n werknemer in diens kragtens 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944, of in diens kragtens reëlings wat getref is voordat die persoon 'n vakleerling geword het;

"Bestuursraad" die Bestuursraad wat ingestel is ooreenkomstig klousule 5 van die konstitusie van die "Mediese Hulpfonds vir die Metaalnywerheid";

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

"afhanklike" enige persoon wat as sodanig by die Mediese Hulpfonds vir die Metaalnywerheid ooreenkomstig klousule 8 van hierdie Ooreenkoms geregistreer is;

"werknemer" 'n werknemer wat eenigen van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens R1,05 per uur in enige ooreenkoms wat op die datum van inwerking-treding van hierdie Ooreenkoms in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van krag is, met inbegrip van enige ooreenkoms wat daarop volg en/of enige verlengings en/of wysigings daarvan, en omvat dit vakleerlinge in hul finale leerjaar en werknemers wat in diens is in ambagswerk-prosesse en 'n loon ontvang van minstens R1,65 per uur of besoldig word teen minstens R74,25 per week of R321,75 per maand, uitgesonderd besoldiging vir oortydwerk;

"werkgewer" 'n werkgewer soos omskryf in die Wet op Nywerheidsversoening van wie daar vereis word om hierdie Ooreenkoms na te kom;

"bedryfsinrigting" enige perseel waarin of waarop die Nywerhede, of enige gedeelte daarvan, soos hierin omskryf, beoefen word;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ingevolge die bepalings van sy konstitusie aangestel is;

"Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid" of "Nywerheid" (behoudens die bepalings van die Afbakeningsvastellings gemaak kragtens artikel 76 van die Wet) die nywerhede wat te doen het met die produksie van yster en/of staal en/of legerings en/of die verwerking en/of hernuwing en/of raffinering van metale (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of afval en/of residu's; die onderhoud, fabrisering, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal bestaan (uitgesonderd edelmetale) of dele samestellende dele daarvan en boumetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, afbik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en die Plastieknywerheid, maar nie die Motornywerheid nie;

"Elektrotegniese Ingenieursnywerheid"—

(a) die vervaardiging en/of montering uit samestellende dele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroings- en verkoelingsuitrusting, transformators, oonduitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarin gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle en oravat dit die vervaardiging van samestellende-dele van bogenoemde uitrusting;

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

"Elektrotegniese Aannemingsnywerheid" die ontwerp, voorbereiding (uitgesonderd vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak, en die herstel en/of onderhoud van sodanige installasies, met inbegrip van kabellasterk en elektriese bedrading wat daarmee in verband staan;

"Hyser- en Roltrapnywerheid" die vervaardiging en/of montering en/of installering en/of herstel van elektriese hysers en roltrappe;

"Hofooreenkoms" die Ooreenkoms wat by Goewermmentskennisgewing R. 1112 van 2 Junie 1978 gepubliseer is en omvat dit enige daaropvolgende Ooreenkoms en wysigings of verlenging daarvan;

"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, 1944, or employed under any pre-apprenticeship arrangement;

"Board of Management" or "Board" means the Board established in terms of clause 5 of the Constitution of the "Metal Industries Medical Aid Fund";

"Council" means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

"dependant" means any person registered as such with the Metal Industries Medical Aid Fund in accordance with section 8 of this Agreement;

"employee" means an employee employed on any of the classes of work scheduled at a rate of not less than R1,05 per hour in any agreement operative in the Iron, Steel, Engineering and Metallurgical Industries at the date of coming into operation of this Agreement, including any succeeding agreements and/or any extensions and/or amendments thereof, and includes apprentices during their final year of apprenticeship and employees employed in operative processes and receiving a rate of pay not less than R1,65 per hour or paid at a rate of not less than R74,25 per week or R321,75 per month, excluding payment for overtime;

"employer" means an employer as defined in the Industrial Conciliation Act who is required to observe this Agreement;

"establishment" means any premises wherein or whereon the Industries, or part thereof, as herein defined, is carried on;

"Executive Committee" means the Executive Committee of the Council appointed in terms of its Constitution;

"Iron, Steel, Engineering and Metallurgical Industries" or "Industries" means (subject to the provisions of any Demarcation Determinations made in terms of section 76 of the Act) the industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry, but does not include the Motor Industry;

"Electrical Engineering Industry" means—

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

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

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

"Lift and Escalator Industry" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

"Main Agreement" means the Agreement published under Government Notice R. 1112 of 2 June 1978 or any succeeding Agreement, and includes any amendment thereof or extension thereto;

"Motornywerheid" die Motornywerheid soos omskryf in die Hoofooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat by Goewermenskennisgewing R. 1112 van 2 Junie 1978 gepubliseer is;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik van plastiek gemaak, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekdoekstof gemaak word, nl. klerasie, sakke en handsakke, stewels, skoene, oorskoene, stof-dek materiaal en plastiekhortjiesblindings;

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

"edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of enige legering wat genoemde edelmetale of enigeen daarvan in sodanige verhouding tot enige ander metale bevat dat dit die grootste deel in die waarde van daardie legering uitmaak;

"Streekraad" 'n komitee wat as sodanig deur die Raad aangestel is ooreenkomstig sy konstitusie;

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 513, Pearl Assurance, Heerengracht, Strandgebied, Kaapstad;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen;

"Streek C" die provinsie Natal, en ten opsigte van hierdie bepaalde gebied is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine Parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdiepung, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000 of "Amaleng" Devilliersstraat 8, Johannesburg;

"Streek F" die provinsie die Oranje-Vrystaat, met uitsondering van die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg en Warrenton, en ten opsigte

"Motor Industry" means the Motor Industry as defined in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industries published under Government Notice R. 1112 of 2 June 1978;

"Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery covering and plastic venetian blinds;

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded in to various shapes by flow, usually through the application singly or together of heat and pressure;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals as to be the greater part in value of such alloy;

"Regional Council" means any committee appointed as such by the Council in terms of its Constitution;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuil's River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 513, Pearl Assurance, Heerengracht, Foreshore, Cape Town;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London;

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordnance Road, Durban;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or "Amaleng" 8 De Villiers Street, Johannesburg;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg and

van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 41, M.B.A.-Bousentrumgebou, Bokstraat 44d, Welkom.

4. VOORTSETTING VAN DIE FONDS

(1) Die Mediese Hulpfonds vir die Metaalnywerheid (hierna die "Mediese Hulpfonds" of die "Fonds" genoem) oorspronklik gepubliseer by Goewermentskennisgewing R. 620 van 24 April 1970, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) al die geld en bates wat op die datum van inwerking-treding van hierdie Ooreenkoms in die krediet van die Fonds staan;

(b) alle bydraes wat ooreenkomstig klousule 9 van hierdie Ooreenkoms betaal is; en

(c) alle rente wat uit beleggings verkry word.

5. DOELSTELLINGS VAN DIE FONDS

Die Fonds het as doelstellings—

(a) die instelling, organisering en verskaffing van mediese bystandvoordele vir die werknemers en/of afhanklikes van werknemers in die groep nywerhede wat bekend staan as die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van die Republiek van Suid-Afrika, vir welke doel die Fonds geld, betaalbaar deur premies, bydraes, donasies of andersins, kan ontvang;

(b) om, indien nodig, deur middel van 'n kontrak of kontrakte, reëlings aan te gaan met mediese praktisyns, tandartse, ortodontiste, spesialiste, hospitale, verpleeginrigtings of enige organisasie wat geneeskundige of artsenykundige dienste lewer of medisyne verskaf, 'n geregistreerde ver-sekeringsmaatskappy of -maatskappye of enige organisasie wat te doen het met die lewering van soortgelyke bystand;

(c) om wederkerige reëlings met soortgelyke fondse aan te gaan;

(d) om allerlei wettige handelinge, dade of dinge, of funksies te verrig of uit te voer wat in verband staan met, of bevorderlik is vir die bereiking van bogenoemde doelstellings of enigeen daarvan.

6. LIDMAATSKAP

(1) Ingelyste werknemers en oningelyste werknemers vir wie die werkgewers bydraes betaal en wat bydraers tot die Fonds is, is lede van die Fonds.

Vir die toepassing van hierdie subklousule en van klousule 9 van hierdie Ooreenkoms beteken—

"ingelyste werknemers" 'n werknemer soos in klousule 3 van hierdie Ooreenkoms (Woordomskrywing) omskryf;

"oningelyste werknemers", behoudens die voorbehoudsbepaling van klousule 9 (3), alle ander werknemers in diens van 'n werkgewer vir wie die werkgewer bydraes tot die Fonds betaal en wat 'n bydraer tot die Fonds is.

(2) Ander persone as dié genoem in subklousule (1) wat direk verbonde is aan of in diens is by die Nywerheid, en werknemers van die vakverenigings en werkgewersorganisasies wat die partye by hierdie Ooreenkoms is, kan na die goedvinde van die Bestuursraad lidmaatskap van die Fonds toegeken word.

(3) Ondanks subklousules (1) en (2), kan 'n lid by aftrede, of die weduwee van 'n afgestorwe lid, by die Bestuursraad aansoek doen om lid van die Fonds te bly, en as dit toegestaan word, kan hy/sy dit doen: Met dien verstande dat—

(a) hy/sy maandeliks vooruit 'n bedrag bydra gelyk aan die werknemer én die werkgewer se bydraes soos in klousule 9 (2) en (5) voorgeskryf;

(b) van bona fide-gepensioneerdes wat nie voltyds in diens is nie en wat minstens vyf jaar onmiddellik voor aftrede bydraes tot die Fonds betaal het, vereis word om slegs die werknemer se deel van die bydraes te betaal soos in klousule 9 (2) voorgeskryf;

(c) van die weduwees van afgestorwe lede wat minstens vyf jaar onmiddellik voor hul dood bydraes tot die Fonds betaal het, wat self die aftreeouderdom bereik het, vereis word om slegs die werknemer se deel van die bydraes te betaal soos in klousule 9 (2) voorgeskryf;

(d) waar die vorige werkgewer van die afgestorwe of afgestorwe lid die bydrae ten opsigte van sodanige afgestorwe lid of die weduwee van genoemde afgestorwe lid ten volle of gedeeltelik wil betaal, niks in hierdie Ooreenkoms so uitgelê moet word dat dit genoemde partye belet om so 'n onderlinge reëling aan te gaan nie.

Warrenton, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 41, M.B.A. Bousentrum Buildings, 44d Bok Street, Welkom.

4. CONTINUATION OF THE FUND

(1) The Metal Industries Medical Aid Fund (hereinafter referred to as the "Medical Aid Fund" or the "Fund") originally published under Government Notice R. 620 of 24 April 1970, is hereby continued.

(2) The Fund shall consist of—

(a) all moneys and assets standing to the credit of the Fund as at the date of coming into operation of this Agreement;

(b) all contributions paid in accordance with section 9 of this Agreement; and

(c) all interest derived from investment.

5. OBJECTS OF THE FUND

The Fund shall have as its objects—

(a) to establish, organise and provide medical aid benefits for the employees and/or the dependants of employees in the group of Industries known as the Iron, Steel, Engineering and Metallurgical Industries in the Republic of South Africa, for which purpose the Fund may receive moneys payable by premiums, contributions, donations or otherwise;

(b) to enter into arrangements, if deemed necessary, by way of contract or contracts with medical practitioners, dentists, orthodontists, specialists, hospitals, nursing homes or any organisation providing medicines or medical or pharmaceutical services, registered insurance company or companies or any organisation engaged in providing similar benefits;

(c) to enter into reciprocal arrangements, with similar funds;

(d) to do or perform all such lawful acts, deeds or things or functions as may be incidental or conducive to the attainment of the above objects or any of them.

6. MEMBERSHIP

(1) Scheduled employees and unscheduled employees for whom the employers make contributions and who are contributors to the Fund shall be members of the Fund.

For the purposes of this subsection and of section 9 of this Agreement—

"scheduled employees" means an employee as defined in section 3 of this Agreement (Definitions);

"unscheduled employees" means, subject to the proviso in section 9 (3), any other employee in the employ of an employer for whom the employer pays contributions and who is contributor to the Fund.

(2) Persons other than those referred to in subsection (1) who are directly engaged or employed in the Industries, and employees of the trade unions and employers' organisation which are parties to this Agreement, may be admitted to membership of the Fund at the discretion of the Board of Management.

(3) Notwithstanding the provisions of subsections (1) and (2), a member on retirement, or the widow of a deceased member may apply to the Board of Management to continue participating in the Fund and, if accepted, may do so: Provided that—

(a) he/she contributes monthly in advance, an amount equal to the employee and employer contributions prescribed in section 9 (2) and (5);

(b) bona fide pensioners who are not in full time employment and who have paid contributions to the Fund for at least five years immediately prior to retirement be required to pay only the employee's share of the contributions as prescribed in section 9 (2);

(c) widows of deceased members who paid contributions to the Fund for at least five years immediately prior to their death, who themselves are of retirement age, be required to pay only the employee's share of the contributions as prescribed in section 9 (2);

(d) where the former employer of the retired or the deceased member wishes to pay the contributions in full or in part relating to such retired member or the widow of the said deceased member, nothing shall be construed in this Agreement to preclude such a mutual arrangement being entered into by the said parties.

(4) Die Ooreenkoms word geag *mutatis mutandis* van toepassing te wees op persone wat ooreenkomsstig subklousules (2) en (3) as lede van die Fonds toegelaat is.

7. BEEÏNDIGING VAN LIDMAATSKAP

(1) Die Bestuursraad of 'n komitee wat sodanige bevoegdhede uitoefen, wat deur die Bestuursraad aan hom opgedra is, het die reg om die lidmaatskap van 'n lid wat dranklustige, onmatige of onsedelike gewoontes het, te beëindig. Met dien verstande dat die besluite gebaseer word op stawende getuienis van 'n geregistreerde mediese praktisyn.

(2) Die beëindiging van lidmaatskap ingevolge subklousule (1), tree in werking met ingang van die datum waarop die sekretaris van die Fonds die betrokke lid skriftelik te dien effekte in kennis stel. Die Fonds moet eise om voordele wat tot op daardie datum opgeloopt het, uitbetaal maar oorweeg geen eis wat na die datum van kennisgewing ontstaan nie.

(3) Daar is 'n reg van appèl na die Bestuursraad oor enige beslissing van 'n komitee van die Fonds ingevolge subklousule (1). Die Bestuursraad moet die appèl aanhoor, en kan na goedvinde ondersoek instel en getuienis aanhoor en tot 'n finale besluit geraak.

(4) Lidmaatskap van die Fonds word beëindig—

(a) sodra 'n lid nie meer in diens staan van en/of verbode is aan die Nywerhede nie: Met dien verstande dat 'n lid wat bydraes vir 13 agtereenvolgende weke net vóór sy werkloosheid betaal het, sonder betaling van bydraes geag word 'n lid van die Fonds te wees vir 'n tydperk van twee kalendermaande met ingang van die datum van beëindiging van diens in die Nywerhede;

(b) in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent ongeskik, heeltemal onbevoeg en nie in staat om in die Nywerhede te werk nie: Met dien verstande dat bevoegde afhanklikes van sodanige lede, na goedvinde van die Bestuursraad, kan voortgaan om op bystand geregtig te wees op dié voorwaardes wat hy bepaal;

(c) in die geval van die likwidasie van die Fonds ooreenkomsstig klousule 15 van hierdie Ooreenkoms.

(5) 'n Lid van wie die lidmaatskap van die Fonds beëindig is, verbeur alle aanspraak op die Fonds en, indien lidmaatskap weer toegestaan word, word hy geag 'n algehele nuwe lid te wees, tensy die Bestuursraad anders besluit.

8. AFHANKLIKES

(1) Behoudens subklousule (3), kom die afhanklikes van lede in aanmerking vir bystand ingevolge klousule 10 hiervan, en vir die toepassing van hierdie klousule beteken afhanklike 'n persoon wat deur 'n lid op die amptelike aansoekvorm om bystand van die Fonds as afhanklike verklaar word en word hy by die lewering van 'n gesertifiseerde bewys tot die volgende beperk:

(i) (a) Die wettige vrou van 'n lid, vir wie 'n huweliksertifikaat voorgelê moet word;

(b) 'n wettige kind, stiefkind of wettig aangenome kind van 'n lid, onder die ouderdom van 18 jaar, vir wie 'n geboortesertifikaat of dokumente van aanneming onderskeidelik voorgelê moet word: Met dien verstande egter dat 'n kind onder die ouderdom van 18 jaar, maar bo die ouderdom van 16 jaar, wat die skool verlaat het en R40 of meer per maand verdien, nie in aanmerking kom vir aanvaarding as 'n afhanklike of kan voortgaan om as 'n afhanklike beskou te word nie;

(c) 'n wettige kind, stiefkind of wettig aangenome kind van 'n lid, bo die ouderdom van 18 jaar maar onder die ouderdom van 21 jaar, vir wie 'n geboortesertifikaat of dokumente van aanneming onderskeidelik voorgelê moet word, wat as gevolg van 'n ongeluk, siekte of swak gesondheid algeheel ongeskik is, en van die lid vir sorg en onderhoud afhanklik is: Met dien verstande dat so 'n lid algehele ongeskiktheid voorkom na die datum van inwerkingtreding van die Ooreenkoms;

(ii) die wettige vrou slegs van 'n lid wat ingevolge klousule 6 (3) (b) deelneem;

(iii) enige ander persoon wat die Bestuursraad goedkeur.

(2) Die Reëls van die Fonds is *mutatis mutandis* van toepassing ten opsigte van alle afhanklikes.

(3) Die afhanklikes van lede wat ingevolge klousule 6 (3) (c) deelneem, kom nie in aanmerking as afhanklikes ingevolge hierdie klousule nie en ook nie vir bystand kragtens hierdie Fonds nie.

(4) The provisions of the Agreement shall be deemed *mutatis mutandis* to apply to those persons admitted in terms of subsections (2) and (3).

7. TERMINATION OF MEMBERSHIP

(1) The Board of Management or any committee exercising such powers delegated to it by the Board shall have the right to terminate the membership of a member who is of unsound, intemperate or immoral habits: Provided that such decision shall be based on substantiating evidence from a registered medical practitioner.

(2) Termination of membership in pursuance of subsection (1) shall take effect as from the date on which notification in writing to this effect is given by the secretary of the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund, but no claim subsequent to the date of such notification shall be entertained.

(3) There shall be a right of appeal to the Board of Management from any decision of a committee of the Fund in pursuance of subsection (1). The Board of Management shall hear the appeal and may make such investigations and call for such evidence as it may deem fit and shall make a decision which shall be final.

(4) Membership of the Fund shall terminate—

(a) directly a member ceases to be employed and/or engaged in the Industries: Provided that a member who has made contributions for 13 consecutive weeks immediately prior to unemployment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of two calendar months from the date of termination of employment in the Industries;

(b) in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to work in the Industries: Provided that eligible dependants of such members may, at the discretion of the Board of Management, continue to be eligible for benefits under such conditions as it may determine;

(c) in the event of the liquidation of the Fund in terms of section 15 of this Agreement.

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

8. DEPENDANTS

(1) Subject to subsection (3), the dependants of members shall be eligible for benefits in terms of section 10 hereof and, for the purposes of this section, dependants shall mean any person declared by any members, on the official application form for benefits under the Fund, to be a dependant and, upon the production of certified proof, shall be limited to the following:

(i) (a) The legal wife of a member in respect of whom a marriage certificate shall be produced;

(b) any legitimate child, stepchild or legally adopted child of a member under the age of 18 years in respect of whom a birth certificate or adoption papers respectively shall be produced: Provided, however, that a child under the age of 18 years but over the age of 16 years who has left school and who is earning R40 per month or more shall not be eligible for acceptance or continuance as a dependant;

(c) any legitimate child, stepchild or legally adopted child of a member over the age of 18 years but under the age of 21 years, in respect of whom a birth certificate or adoption papers respectively shall be produced, who is totally incapacitated by reason of accident, disease or ill-health and who is dependant upon the member for support and maintenance: Provided that such total incapacity shall have occurred after the date of coming into operation of the Agreement;

(ii) the legal wife only of a member who participates in terms of section 6 (3) (b);

(iii) any other persons approved by the Board of Management.

(2) The provisions of the Rules of the Fund shall *mutatis mutandis* apply in respect of all dependants.

(3) The dependants of members who participate in terms of section 6 (3) (c) shall not qualify as dependants in terms of this section and shall not be eligible for benefits under this Fund.

9. BYDRAES

(1) Bydraes moet, soos hieronder bepaal, deur die werkgewers en die werknemers betaal word vanaf die datum waarop hierdie Ooreenkoms in werking tree.

(2) Die werkgewer moet R3 per week, met inbegrip van weke wat die werknemer met verlof met betaling is, van die loon van elke werknemer aftrek.

(3) Bydraes ooreenkomstig subklousule (2) mag van die lone van oningelyste werknemers, uitgesonderd vakleerlinge, afgetrek word indien hulle skriftelik daarom aansoek doen: Met dien verstande dat sodanige werknemers 'n loon van minstens R1,05 per uur of R47,25 per week of R204,75 per maand uitgesonderd besoldiging vir oortydwerk, ontvang.

(4) Bydraes ooreenkomstig subklousule (2) mag, wanneer hulle skriftelik daarom aansoek doen, van die loon van vakleerlinge afgetrek word voordat hulle hul finale leerlingsjaar begin en moet van die loon van vakleerlinge in hul finale leerlingsjaar afgetrek word.

(5) By die bedrae wat ooreenkomstig subklousules (2), (3) en (4) afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die volle som vir elke maand aan die Raad stuur saam met 'n staat in dié vorm wat van tyd tot tyd voorgeskryf word. Die bedrag wat elke maand ingevolge hierdie artikel betaalbaar is, moet maandeliks voor of op die 15de dag van die maand wat onmiddellik daarop volg, soos volg aan die Raad gestuur word:

Elke werkgewer in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 513, Pearl Assurance, Heerengracht, Strandgebied, Kaapstad, 8001;

elke werkgewer in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;

elke werkgewer in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine Parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban, 4001;

elke werkgewer in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

elke werkgewer in Streek E, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of "Amaleng", De Villiersstraat 8, Johannesburg, 2001;

elke werkgewer in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 41, M.B.A.-Bousentrumgebou, Bokstraat 44d, Welkom, 9460.

(6) Indien enige bedrag wat ingevolge hierdie klousule verskuldig is, teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nog nie deur die Raad ontvang is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly, bereken teen 1 persent per maand of deel daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang is: Met dien verstande dat die Raad na sy eie absolute goedvinde die regsbevoegdheid het om die betaling van sodanige rente, of 'n deel daarvan, kwyt te skeld.

10. BYSTAND

(1) Behoudens die Reëls van die Fonds, is 'n lid daarop geregtig om bystand van die Fonds soos volg te eis ten opsigte van mediese, tandheelkundige en optiese dienste:

(a) Betaling van koste, behalwe vir tandheelkundige en optiese dienste, van altesaam hoogstens R1 200 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(b) betaling van koste vir tandheelkundige dienste van altesaam hoogstens R80 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(c) betaling van koste vir optiese dienste van altesaam hoogstens R60 vir slegs die lid in elke siklus van vyf jaar bydraende diens.

(2) 'n Lid en sy afhanklikes wat binne 'n tydperk van drie agtereenvolgende tydperke van 52 weke geen bystand eis nie, is gedurende die 52 weke wat volg op die geen-eis-tydperke geregtig op die betaling van koste ten bedrae van 'n verdere 25 persent wat by die bydrae in subklousule 1 (a) en (b) van hierdie klousule genoem, gevoeg word.

9. CONTRIBUTIONS

(1) Contributions shall be made by the employers and employees as from the date of coming into operation of this Agreement as hereinafter provided.

(2) From the wages of each employee the employer shall deduct R3 per week including weeks in which the employee is on paid leave.

(3) Contributions in accordance with subsection (2) may be deducted from the wages of unscheduled employees (other than apprentices) at their written request: Provided that such employees are receiving a wage of not less than R1,05 per hour or R47,25 per week or R204,75 per month, excluding payment for overtime.

(4) Contributions in accordance with subsection (2) may be deducted from the wages of apprentices before entering their final year of apprenticeship at their written request and shall be deducted from the wages of apprentices in the final year of apprenticeship.

(5) To the amounts deducted in terms of subsections (2), (3) and (4), the employer shall add an equal amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed. The amount payable each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following, as follows:

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Pearl Assurance, Room 513, Heerengracht, Foreshore, Cape Town 8001;

every employer in Region B, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5021;

every employer in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordnance Road, Durban, 4001;

every employer in Region D, to the Secretary, National Industrial Council for the Iron, Steel Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

every employer in Region E, to the Secretary, National Industrial Council for the Iron, Steel, Engineering, and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or "Amaleng" 8 De Villiers Street, Johannesburg, 2001;

every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 41, M.B.A. Bousentrum Buildings, 44d Bok Street, Welkom, 9460.

(6) Should any amount due in terms of this section not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the appropriate Regional Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

10. BENEFITS

(1) Subject to the provisions of the Rules of the Fund, a member shall be entitled to claim the following benefits from the Fund in respect of medical, dental and optical services:

(a) Payment of expenses other than expenses for "dental services" and "optical services", not exceeding the amount of R1 200 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(b) payment of expenses for "dental services" not exceeding the amount of R80 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(c) payment of expenses for "optical services" not exceeding an amount of R60 in the aggregate, for the member only, in each cycle of five years of contributory service.

(2) A member and his dependants who claim no benefits within any period of three successive periods of 52 weeks shall be entitled to payment of expenses during the 52 weeks succeeding the claim-free periods to the extent of a further 25 per cent added to the amounts specified in subsection 1 (a) and (b) of this section.

(3) Ondanks hierdie klousule en behoudens subklousule (4), is geen lid op bystand geregtig nie tensy hy 'n Lidmaatskapboek besit en minstens 13 agtereenvolgende weke tot die Fonds bygedra het: Met dien verstande dat waar 'n lid nie meer in diens van die Nywerhede is nie, behalwe in die geval van werkloosheid ooreenkomstig klousule 7 (4) (a), hy weer as lid van die Fonds met die oog op bystand geag word nadat hy minstens 13 agtereenvolgende weke vanaf die datum van sy herindiensneming in die Nywerheid bygedra het.

(4) Ondanks subklousule (3), is geen lid op optiese bystand geregtig soos in subklousule 1 (c) bepaal nie tensy hy minstens 52 agtereenvolgende weke ná 1 Maart 1979 tot die Fonds bygedra het: Met dien verstande dat waar 'n lid nie meer in diens van die Nywerhede is nie, behalwe in die geval van werkloosheid ooreenkomstig klousule 7 (4), hy weer as lid van die Fonds met die oog op kwalifisering vir optiese bystand geag word nadat hy minstens 52 agtereenvolgende weke vanaf die datum van sy herindiensneming in die Nywerheid bygedra het.

(5) Ondanks die Reëls van die Fonds kan die Bestuursraad na absolute goeddunke *ex gratia*-betalings aan lede en/of hul afhanklikes maak, na gelang van die besondere omstandighede van elke geval.

11. ADMINISTRASIE VAN DIE FONDS

(1) Onderworpe aan die algemene voorskrifte van die Uitvoerende Komitee, moet die Fonds deur 'n Bestuursraad (bestaande uit ses persone wat deur die werkgewersorganisasies en ses persone wat deur die vakverenigings benoem is), ooreenkomstig die Reëls van die Fonds geadminestreer word, wat onder andere die volgende bepaal:

- (a) Die Fonds se bystand en die vereistes daarvoor;
- (b) die prosedure in verband met die indiening en uitbetaling van eise;
- (c) enige ander aangeleentheid waarvoor die Bestuursraad besluit.

(2) Die Bestuursraad beskik oor die bevoegdheid om Reëls vir die administrasie van die Fonds te maak en te wysig. Kopieë van die Reëls en alle wysigings daarvan wat nie onbestaanbaar met hierdie Ooreenkoms of 'n wet is nie, moet by die Sekretaris van Arbeid ingedien word.

(3) Die Bestuursraad moet 'n sekretaris aanstel, wat as die sekretaris van die Fonds bekend staan, asook ander personeel wat nodig is vir die behoorlike administrasie van die Fonds.

(4) Die Bestuursraad kan enige of alle bystand weier en/of onthou aan enige lid en/of sy afhanklikes wat volgens sy mening gehandel het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te skaad of na alle redelike waarskynlikheid so 'n uitwerking sal hê: Met dien verstande dat so 'n lid die geleentheid gebied moet word om 'n appél teen die besluit van die Bestuursraad voor te lê aan die Nywerheidsraad wie se uitspraak finaal is.

(5) Enige geskille aangaande die vertolking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms, of aangaande die administrasie van die Fonds, wat die Bestuursraad nie kan besleg nie, moet na die Nywerheidsraad vir beslissing verwys word.

(6) As die bedrag in die krediet van die Fonds te eniger tyd tot minder as R10 000 daal, moet uitbetaling gestaak en nie hervat word totdat die bedrag in die krediet van die Fonds R20 000 te bowe gaan nie: Met dien verstande dat, nadat uitbetalings hervat word, eise wat tydens sodanige tydperk ingestel is, in volgorde van ontvangs daarvan betaal word.

(7) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, moet deur die Fonds gedra word.

(8) Die Bestuursraad kan na volkome goedvinde, ondanks die bepalinge van die Reëls, *ex gratia*-uitbetalings aan lede en/of hul afhanklikes maak, na gelang van die spesiale omstandighede van elke geval.

12. VRYWARING

Die Bestuursraadslede, beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese deur hulle gely en uitgawes deur hulle aangegaan tydens of in verband met die bona fide-uitvoering van hul pligte.

13. FINANSIËLE BEHEER

(1) Alle geld wat ten behoeve van die Fonds ontvang word, moet by 'n bank of banke inbetaal word en alle tjeks wat op die Fonds getrek word, moet onderteken word deur twee persone wat deur die Bestuursraad aangestel is

(3) Notwithstanding the provisions of this section, and subject to subsection (4), no member shall be entitled to benefits unless he is in possession of a Membership Book and has made contributions to the Fund for at least 13 consecutive weeks: Provided that where a member ceases to be employed in the Industries other than in the case of unemployment in terms of section 7 (4) (a), his membership of the Fund for purposes of benefits shall be deemed to recommence after he has made contributions for at least 13 consecutive weeks from his date of re-employment in the Industry.

(4) Notwithstanding the provisions of subsection (3) no member shall be entitled to "optical benefits" as provided for in subsection 1 (c) until he has made contributions to the Fund for at least 52 consecutive weeks after 1 March 1979: Provided that where a member ceases to be employed in the Industries other than in the case of unemployment in terms of section 7 (4) of the Agreement, his membership of the Fund for the purposes of qualification for "optical benefits" shall be deemed to recommence after he has made contributions for at least 52 consecutive weeks from his date of re-employment in the Industry.

(5) The Board of Management in its entire discretion, notwithstanding the provisions of the Rules, may make *ex gratia* payments to members and/or their dependants, depending on the special circumstances of each case.

11. ADMINISTRATION OF THE FUND

(1) Subject to the general direction of the Executive Committee, the Fund shall be administered by a Board of Management (comprising six persons nominated by the employers' organisations and six persons nominated by the trade unions), in accordance with the Rules of the Fund which shall *inter alia* prescribe—

- (a) the Fund's benefits and the qualification attaching thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matter which the Board may decide.

(2) The Board of Management shall have the power to make and alter Rules governing the administration of the Fund. Copies of the Rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary for Labour.

(3) The Board of Management shall appoint a secretary who shall be known as the secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund.

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

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

(6) If at any time the amount to the credit of the Fund drops below R10 000 payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R20 000: Provided that upon payments being resumed, claims made during such period of suspension shall be met in the order in which they were received.

(7) All expenses incurred in connection with the administration of the Fund shall be charged on the Fund.

(8) The Board of Management in its entire discretion, notwithstanding the provisions of the Rules, may make *ex gratia* payments to members and/or their dependants, depending on the special circumstances of each case.

12. INDEMNITY

The members of the Board of Management 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 the bona fide discharge of their duties.

13. FINANCIAL CONTROL

(1) All moneys received on account of the Fund shall be paid into a bank or banks and all cheques drawn against the Fund shall be signed by two persons appointed by the Board.

(2) Die Bestuursraad kan alle geld wat nie onmiddellik nodig is om die lopende koste van die Fonds te dek nie, soos hy van tyd tot tyd besluit soos volg belê:

(a) In vaste deposito's of spaarrekenings of as onmiddellik opeisbaar by enige bank of bougenootskap wat deur die wette van die Republiek van Suid-Afrika beheer word;

(b) in wissels, obligasies, sertifikate, skuldbriewe of effekte deur die Regering van die Republiek van Suid-Afrika uitgereik of gewaarborg;

(c) in deposito's in die Posspaarbank van die Republiek van Suid-Afrika;

(d) in effekte van, of in lenings aan 'n plaaslike bestuur in die Republiek wat met regs persoonlikheid beklee is of in die lewe geroep is deur of ingevolge 'n algemene of spesiale wet, ordonansie of statutêre bepaling;

(e) in skuldbriewe of effekte van enige waterwerke, 'n elektrisiteitsvoorsieningskorporasie of 'n dergelike korporasie wat deur spesiale wetsbepalings in die lewe geroep is binne die Republiek van Suid-Afrika;

(f) in bouverenigingsaandeel of voorkeuraandeel van 'n maatskappy wat op die Johannesburgse Aandeelbeurs genoteer word;

(g) in die aankoop van vaste eiendom, insluitende die aankoop van grond en die oprigting van geboue daarop;

(h) in eerste verbande op vaste eiendom in die Republiek van Suid-Afrika of deelname aan sodanige verbande op voorwaardes wat die Bestuursraad van tyd tot tyd voorskryf. Geen geld mag, met vaste eiendom wat alreeds onder verband staan as sekuriteit, voorgeskiet word tensy die vorige verband ten gunste van die Fonds is: Met dien verstande altyd dat die bedrag van die lening gelyk mag wees aan hoogstens 75 persent van die markwaarde van die betrokke eiendom, soos deur 'n beëdigde waardeerder vasgestel.

(3) Die Bestuursraad kan 'n bankoortrekking aangaan of van ander partye op voorwaardes waarop daar ooreengekom word dié bedrag leen wat die Bestuursraad van tyd tot tyd goedkeur, ten einde geld te verkry wat nodig is vir doeleindes van die Fonds.

(4) Alle sekuriteite, verbande, transportaktes en ander dokumente moet op naam van die Fonds geregistreer word en mag nie oorgedra, vervreem of andersins van die hand gesit word behalwe met die goedkeuring van die Bestuursraad nie. Die Bestuursraad moet vier van sy lede as ondertekenaars vir bogenoemde doel benoem, en die handtekenings van enige twee van hulle is voldoende vir die doel om uitvoering aan die besluit van die Bestuursraad te gee. Sodanige ondertekenaars beklee die amp vir 'n onbepaalde tydperk of vir dié tydperk wat die Bestuursraad tydens hul aanstellings aanwys.

(5) Die Bestuursraad moet toesien dat volledige en ware rekenings van die Fonds gehou word en sodanige rekenings moet gebalanseer en deur 'n openbare rekenmeester geouditeer word soos dit staan op 31 Desember van elke jaar.

(6) Die Bestuursraad moet 'n jaarverslag oor die werking van die Fonds, tesame met 'n kopie van die ouditeur se verslag en 'n balansstaat van die Fonds en 'n inkomste-uitgawerekening vir die boekjaar wat op elke 31 Desember eindig, voorlê, wat jaarliks, sodra dit beskikbaar is, aan die Sekretaris van Arbeid en die partye by hierdie Ooreenkoms gepos en vir die inligting van die werkgewers en lede, op dié wyse wat die Raad van tyd tot tyd bepaal, gepubliseer moet word.

(7) Die Bestuursraad moet sodanige registers van die Fonds hou sodat 'n aktuariële waardering te eniger tyd gemaak kan word en dié state moet ook alle ander besonderhede en inligting bevat wat die Bestuursraad wenslik ag. Die uitslag van 'n aktuariële waardering moet in 'n verslag saamgevat en aan die Raad voorgelê word. Die partye by die Ooreenkoms moet van 'n kopie van sodanige verslag (verslae) voorsien word.

(8) Die Bestuursraad moet ook vir die inligting van werkgewers en lede besonderhede oor die verslag in subklousule (7) genoem, of 'n opsomming daarvan, in so 'n vorm en op so 'n wyse gepubliseer soos deur die Bestuursraad besluit.

(9) Die uitgawes in verband met, of meegebring deur die instelling van die Fonds, of deur die bestuur of administrasie van die Fonds, en deur die belegging daarvan, insluitende die koste van audit en aktuariële ondersoek, moet deur die Fonds gedra word.

(10) Alle kontrakte wat die Fonds aangaan en wat die Fonds bind, moet deur die Bestuursraad aangegaan word, en alle dokumente in verband daarmee, moet onderteken word deur minstens twee lede van die Bestuursraad wat behoorlik deur die Bestuursraad gemagtig is.

(11) Alle winste of verliese wat voortspruit uit die tegeldmaking van beleggings van die Fonds, moet aan die Fonds gekrediteer of gedebiteer word, na gelang van die geval.

(2) In respect of all moneys not immediately required to meet the current charges upon the Fund, the Board may invest such moneys as it may from time to time determine as follows:

(a) In fixed deposits or savings accounts or on call with any bank or building society governed by the laws of the Republic of South Africa;

(b) in bills, bonds, certificates, debentures of stock issued or guaranteed by the Government of the Republic of South Africa;

(c) in deposits in the Republic of South Africa Post Office Savings Bank;

(d) in stock of, or in loans to any local authority in the Republic incorporated or constituted by or under any general or special statute, ordinance or statutory enactment;

(e) in debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;

(f) in building society shares or preference shares of any company quoted on the Johannesburg Stock Exchange;

(g) in the purchase of immovable property, including the purchase of land and the erection of buildings thereon;

(h) in first mortgage upon immovable property in the Republic of South Africa or participation in such mortgage bonds on conditions laid down by the Board from time to time. No moneys shall be advanced on the security of immovable property which is subject to a prior mortgage bond unless such prior mortgage bond is in favour of the Fund: Provided always that the total of the loan shall not exceed 75 per cent of the market value of the property concerned, as determined by a sworn appraiser.

(3) The Board may obtain an overdraft from a bank or borrow from other parties on such terms as may be agreed upon such sum as may be approved from time to time by the Board of Management for the purpose of acquiring the money necessary for any purpose of the Fund.

(4) All securities, mortgage bonds, title deeds and other documents shall be registered in the name of the Fund and shall not be transferred, alienated or otherwise disposed of except with the approval of the Board. The Board of Management shall nominate four members of the Board as signatories for the above purpose, the signatures of any two whom shall be sufficient for the purpose of giving effect to the resolutions of the Board of Management. Such signatories shall hold office indefinitely or for such period as the Board when appointing them shall designate.

(5) The Board shall cause full and true accounts of the Fund to be kept, such accounts to be balanced and audited by a public accountant as at 31 December of each year.

(6) The Board shall present an annual report on the working of the Fund, together with a copy of the auditor's report and balance sheet of the Fund and a statement of the revenue and expenditure for the financial year ending each 31 December which shall be posted annually as soon as available to the Secretary for Labour and the parties to this Agreement and published for the information of the employers and members by such means as the Board may from time to time determine.

(7) The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time; such records shall also give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report(s).

(8) The Board shall also publish for the information of employers and members particulars of the report referred to in subsection (7) or a summary thereof in such form and by such means as the Board may determine.

(9) The expenses in connection with or incidental to the inauguration of the Fund or the management or administration of the Fund and to the investment thereof, including the cost of audit and actuarial investigation, shall be borne by the Fund.

(10) All contracts entered into by the Fund and binding the Fund shall be entered into by the Board and all documents in respect thereof shall be signed by not less than two members of the Board duly authorised by the Board.

(11) Any profits or losses entailed in the realisation of investment of the Fund shall be to the credit or debit of the Fund, as the case may be.

14. VERSTRYKING VAN DIE OOREENKOMS

(1) Enige ooreenkoms wat deur die Minister as bindend verklaar word kragtens artikel 48 van die Wet op Nywerheids- versoenig, 1956, en wat hierdie Ooreenkoms vervang of in die plek daarvan kom, kan voorsiening maak vir die kontinuïteit en administrasie van die Fonds.

(2) Indien hierdie Ooreenkoms deur verloop van tyd of om enige ander rede verval, moet die Bestuursraad wat laaste die amp beklee, die Fonds administreer tot tyd en wyl dit of ooreenkomstig klousule 15 afgehandel is, of die Raad dit oorgedra het aan 'n ander fonds wat vir dieselfde doel ingestel is waarvoor hierdie Fonds in die lewe geroep is.

(3) In die geval van die ontbinding van die Nywerheidsraad of ingeval dit ophou om te funksioneer ooreenkomstig artikel 34 (2) van die Wet, tydens 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer en die lede van die Bestuursraad op die datum waarop die Nywerheidsraad ophou om te funksioneer of ontbind word, word geag lede daarvan vir die doel te wees: Met dien verstande egter dat vakatures wat in die Bestuursraad ontstaan, deur die Registrateur gevul kan word uit die geledere van werkgewers of werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, om 'n gelyke aantal verteenwoordigers en plaasvervangers van werkgewers en werknemers in die ledetal van die Bestuursraad te verseker.

(4) Ingeval die Bestuursraad nie in staat is nie of ongewillig is om sy pligte na te kom, of as 'n dooie punt daaroor bereik word, wat die administrasie van die Fonds na die mening van die Registrateur, onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van so 'n Raad uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van so 'n Raad vir dié doel.

15. LIKWIDASIE

By die verval van die Ooreenkoms na verloop van tyd of om enige ander rede, en tensy dit binne twee jaar hernieu of vervang word deur 'n ander ooreenkoms wat die Fonds laat voortbestaan, of as die Fonds nie deur die Raad binne die genoemde tydperk van twee jaar aan enige ander fonds oorgedra word wat vir dieselfde doel ooreenkomstig artikel 14 saamgestel is nie, moet die Fonds gelikwedeer word. By likwidasië van die Fonds moet die geld in die krediet van die Fonds, na die uitbetaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiëkoste, gelykop tussen die werkgewers-organisasies en die vakverenigings verdeel word. Die Fonds moet deur die Bestuursraad, wat ooreenkomstig klousule 14 optree, of deur die trustees wat ooreenkomstig die genoemde klousule benoem is, na gelang van die geval, gelikwedeer word.

16. ONVERVREEMBARE VOORDELE

(1) Die voordele wat die Fonds verskaf, is nie oordraagbaar nie en 'n lid wat probeer om sy voorregte oor te maak, oor te dra, te sedgeer, te verpand of te verhipotekeer, verbeur onmiddellik enige bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

(2) Geen persoon, of hy 'n lid is of nie, het enige aanspraak of reg op of belang in, op of ten opsigte van die Fonds of enige bydraes daarvan, of enige belang daarin of enige eis op of teen die Bestuursraad of die Fonds, behalwe ooreenkomstig en in ooreenstemming met die bepalinge van die Reëls van die Fonds.

(3) By die beslissing van 'n feitekweësie kan die Bestuursraad, tensy daar andersins in die Reëls voorsiening gemaak word, volgens sodanige getuënis optree wat hy as voldoende beskou, of dit op wetlike bewyse neerkom al dan nie.

(4) Enige beslissing van die Bestuursraad oor 'n feitekweësie en die uitvoering deur die Bestuursraad van 'n beslissing wat die Reëls aan hom opdra, is finaal en is nie onderworpe aan appél of hersiening nie.

17. AGENTE

'n Agent van die Raad is geregtig daarop om 'n bedryfsinrigting binne te gaan en mag die werkgewer of werknemers ondervra, die registers ondersoek en navrae doen ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

18. VRYSTELLINGS

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

(2) Aansoeke om vrystelling moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, 2000, gedoen word.

(3) Die Raad of Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes waarop vrystelling geldig sal wees, vasstel, en kan, as hy dit dienstig ag, nadat die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

14. EXPIRY OF THE AGREEMENT

(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, the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of section 15 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.

(3) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board of Management shall continue to administer the Fund and the members of such Board 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 Board may be filled by the Registrar from employers or employees in the Iron, Steel, Engineering and Metallurgical Industries to ensure an equality of employer and employee representatives and alternates in the membership of the Board.

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

15. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within two years it is renewed or replaced by another agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other fund constituted for the same purpose in accordance with the provision of section 14, within the said period of two years the Fund shall be liquidated. Upon liquidation of the Fund, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be equally apportioned between the employers' organisations and the trade unions. The Fund shall be liquidated by the Board of Management functioning in terms of section 14 or the trustees appointed in terms of the said section, as the case may be.

16. BENEFITS INALIENABLE

(1) 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 membership of the Fund in respect of himself and his dependants shall be terminated.

(2) No person, whether a member or otherwise, shall have any claim or right to interest upon, to, or in respect of the Fund or any contributions thereto or any interest therein or any claim upon or against the Board or the Fund, except under and in accordance with the provisions of the Rules of the fund.

(3) In deciding any question of fact the Board may, unless otherwise provided for in the Rules, act upon such evidence as it may deem adequate whether amounting to legal proof or not.

(4) Any decision of the Board upon any question of fact and any exercise by the Board of any decision entrusted to it by the Rules shall be final and shall not be subject to appeal or review.

17. AGENTS

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

18. EXEMPTIONS

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

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 9381, Johannesburg, 2000.

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

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet op of in die plek waar sy werknemers werk, 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale opplak en opgeplak hou.

Namens die partye op hede die 16de dag van Januarie 1979 in Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 315

23 Februarie 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 2187 van 21 November 1975, R. 2031 van 29 Oktober 1976, R. 2514 van 24 Desember 1976, R. 1961 van 23 September 1977 en R. 1322 van 23 Junie 1978 in met ingang van 1 Maart 1979.

S. P. BOTHA, Minister van Arbeid.

19. EXHIBITION OF AGREEMENT

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

Signed at Johannesburg for and on behalf of the parties this 16th day of January 1979.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 315

23 February 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES. — CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 2187 of 21 November 1975, R. 2031 of 29 October 1976, R. 2514 of 24 December 1976, R. 1961 of 23 September 1977 and R. 1322 of 23 June 1978 with effect from 1 March 1979.

S. P. BOTHA, Minister of Labour.

INHOUD

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