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GOVERNMENT GAZETTE 2 NOVEMBER 1979



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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 2445 2 November 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, PORT ELIZABETH.— MEDICAL AID FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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 5 November 1979 and for the period ending 4 November 1984 upon the employers' organisations and the trade unions which entered into the said Agreement and upon the the employers and employees who are members of the said organisations or unions.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, PORT ELIZABETH

MEDICAL AID FUND AGREEMENT

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

Port Elizabeth Master Builders' and Allied Trades Association

Building Industries Federation (South Africa)

and the

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

Operative Plumbers' Association of Port Elizabeth

and the

South African Electrical Workers' Association

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 2445 2 November 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PORT ELIZABETH.— MEDIIESE HULPFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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 5 November 1979 en vir die tydperk wat op 4 November 1984 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 Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PORT ELIZABETH

MEDIIESE BYSTANDSFONDSOOREENKOMS

ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Port Elizabeth Master Builders' and Allied Trades Association

Building Industries Federation (South Africa)

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,

Operative Plumbers' Association of Port Elizabeth

en die

South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Building Industry, 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 of Government Notice 1515 of 4 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 any of the trade unions.

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

(a) only apply to employees employed as journeymen, foremen and general foremen for whom wages are prescribed in Part I of the Main Agreement, and to joiners, machinists, sawdoctors, asphalter, maintenance mechanics, painters and glaziers for whom wages are prescribed in Part II of the Main Agreement;

(b) not apply to employers to whom the provisions of the Main Agreement apply and employees in their employ, who on 20 December 1968 operated a medical scheme, during such period only as such scheme continues to operate and both employer and employee are participants therein: Provided further that, in the opinion of the Council, the benefits which such scheme provides are on the whole not less favourable than the benefits payable under the Port Elizabeth Building Industry Medical Aid Fund.

2. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation on a date to be fixed by the Minister of Manpower Utilisation 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 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, or in 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;

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

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

"continuation member" means a person who is no longer employed in the Industry but who is permitted in terms of clause 8 to remain a member of the Fund;

"contribution card" means the official card issued by the Council to each employee in the Industry in each year, and "Holiday Fund Card" shall have the same meaning for the purposes of this Agreement;

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

"date of service" means—

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

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

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

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

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrik Port Elizabeth (met inbegrip van daardie gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het) en die landdrosdistrik Uitenhage, deur alle werkgewers in die Bounywerheid wat lede van die werkgewersorganisasies is en alle werknemers in genoemde Nywerheid wat lede van enigen van die vakverenigings is.

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

(a) slegs van toepassing op werknemers wat werksaam is as ambagsmanne, voormanne en algemene voormanne vir wie lone in Deel I van die Hoof-ooreenkoms voorgeskryf is, en op skrynwerkers, masjienwerkers, saagherstellers, asfaltwerkers, onderhoudswerktuigkundiges, skilders en glaswerkers vir wie lone in Deel II van die Hoof-ooreenkoms voorgeskryf is;

(b) nie van toepassing nie op werkgewers op wie die bepalings van die Hoof-ooreenkoms van toepassing is en werknemers in hulle diens, wat op 20 Desember 1968 'n mediese skema in werking gehad het, slegs gedurende dié tydperk wat sodanige skema voortgaan om in werking te bly en beide werkgewer en werknemer daaraan deelneem: Voorts met dien verstande dat die bystand wat sodanige skema bied, na die mening van die Raad oor die algemene nie minder gunstig is nie as die bystand betaalbaar kragtens die Mediese Bystandsfonds van die Bounywerheid, Port Elizabeth.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in genoemde stukke, en waar daar van 'n wet melding gemaak word, omvat dit ook alle wysigings van sodanige wet; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"aansoek" 'n aansoek om die betaling van 'n eis op 'n wyse voorgeskryf deur die Raad of Komitee;

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

"voortsettingslid" iemand wat nie meer in die Nywerheid werksaam is nie dog wat kragtens klousule 8 toegelaat word om lid van die Fonds te bly;

"bydraekaart" die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik, en "vakansiefondskaart" het dieselfde betekenis vir die toepassing van hierdie Ooreenkoms;

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

"datum van diens"—

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

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

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

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

"dentist" means a person registered as a dentist under the Medical, Dental and Supplementary Health Service Professions Act, 1974, (Act 56 of 1974);

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

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

(b) such member's child, step-child or legally adopted child under the age of 18 years, who is unmarried and not in receipt of regular remuneration of more than R50 per month;

(c) such member's child, step-child or legally adopted child over the age of 18 years, but not over the age of 25 years, who is unmarried and not in receipt of regular remuneration of more than R50 per month and who, on application and subject to conditions of the Management Committee, is recognized as a dependent person by the Management Committee for periods of not more than 12 months at a time;

(d) such member's child, step-child or legally adopted child over the age of 18 years, who is unmarried and who, owing to mental or physical defect or any similar cause is not in receipt of regular remuneration of more than R50 per month and who, with the consent of the Management Committee and subject to its conditions, is recognized as a dependent person;

(e) any other member of such member's family who is in receipt of regular remuneration of not more than R50 per month and who is recognized as a dependent person by the Management Committee, subject to such conditions as may be imposed by it;

"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 established in terms of clause 16 of this Agreement;

"Medical Aid Fund" or "Fund" means the fund continued in terms of clause 4 of this Agreement;

"medical auxiliary" means a person who is registered in the Register of Supplementary Health Services Personnel for the Republic of South Africa, published under the authority of the South African Medical and Dental Council in terms of section 21 of the Medical, Dental and Supplementary Health Service Professions Act, 1974, (Act 56 of 1974);

"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, (Act 56 of 1974); and includes a general practitioner and a specialist;

"Medical Schemes Act" means the Medical Schemes Act, 1967, (Act 72 of 1967), as amended, and includes any regulations made under this Act;

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

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

"membership card" means the official card issued to each member of the Fund each year in terms of clause 8 (3) of this Agreement;

"paramedical services" means any service rendered by a medical auxiliary;

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

"tandarts" iemand wat kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), as tandarts geregistreer is;

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

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

(b) so 'n lid se kind, stiefkind of wettige aangenome kind wat jonger as 18 jaar is, ongetroud is en geen gereelde besoldiging van meer as R50 per maand ontvang nie;

(c) so 'n lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar dog hoogstens 25 jaar is, ongetroud is en geen gereelde besoldiging van meer as R50 per maand ontvang nie, en wat, nadat daarom aansoek gedoen is en behoudens die voorwaardes van die Bestuurskomitee, deur die Bestuurskomitee erken word as 'n afhanklike persoon vir tydperke van hoogstens 12 maande op 'n keer;

(d) so 'n lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar is, ongetroud is en wat weens 'n geestes- of liggaamlike gebrek of om 'n soortgelyke rede geen gereelde besoldiging van meer as R50 per maand ontvang nie en wat met die toestemming van die Bestuurskomitee en behoudens sy voorwaardes, as afhanklike persoon erken word;

(e) alle ander lede van sodanige lid se gesin wat 'n gereelde besoldiging van hoogstens R50 per maand ontvang en deur die Bestuurskomitee as afhanklike persone erken word, behoudens die voorwaardes wat die Bestuurskomitee bepaal;

"Hoofdooreenkoms" enige geldende ooreenkoms vir die Bou-nywerheid, 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" die komitee wat ingevolge klousule 16 van hierdie Ooreenkoms gestig word;

"Mediese Bystandsfonds" of "Fonds" die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms voortgesit word;

"mediese helper" iemand wat geregistreer is in die register van die aanvullende gesondheidsdienspersoneel vir die Republiek van Suid-Afrika wat kragtens artikel 21 van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), op gesag van die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad gepubliseer is;

"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 kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974) as geneesheer geregistreer is en omvat dit 'n algemene praktisyn en 'n spesialis;

"Wet op Mediese Skemas" die Wet op Mediese Skemas, 1967 (Wet 72 van 1967), soos gewysig, en omvat dit alle regulasies wat ingevolge dié Wet opgestel is;

"mediese dienste" enige mediese, tandheelkundige en/of chirurgiese behandeling, wat dienste is deur 'n geregistreerde mediese praktisyn en/of tandarts, mediese helper en/of spesialis gelewer; met inbegrip van vervoer soos omskrif, hospitalisasie in gelisensieerde hospitale of verpleeginrigtings, operasiesaal dienste, verpleegdienste deur geregistreerde verpleegsters, die opmaak van medisyne, artsenymiddels, verbande, salwe en wasmiddels wanneer dié verskaf word op voorskrif van mediese praktisyne en/of tandartse en/of spesialiste, en, sodanige ander dienste as wat van tyd tot tyd deur die Raad goedgekeur word;

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

"lidmaatskapskaart" die amptelike kaart wat elke jaar ingevolge klousule 8 (3) van hierdie Ooreenkoms aan elke lid van die Fonds uitgereik word;

"paramediese dienste" enige mediese diens gelewer deur 'n mediese helper (assistent);

"pensionaris" 'n lid wat uit die diens van 'n werkgewer in die Nywerheid uitgetree het, of weens ouderdom of ongeskiktheid en wat op die datum van sodanige uittreding, altesaam 'n tydperk van lidmaatskap van die Fonds van minstens drie jaar gehad het;

"preferential tariff" means, in relation to a service rendered by a medical auxiliary or by a hospital or nursing home where the provisions of paragraph (b) of the definition of "Tariff of Fees" does not apply, a scale of fees in terms of which the fees charged to members of the Fund and/or their dependants are lower than the fees charged to persons who are not members of medical schemes, and which has been negotiated by the Fund in terms of clause 5 or by any association of medical schemes of which the Fund is a member, or any other scale of fees or charges approved by the Committee;

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

"specialist" means a medical practitioner or dentist against whose name a speciality has been registered under the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), and who is practising as a specialist;

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

"Tariff of Fees" means the tariff of fees determined—

(a) under section 53A of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), in respect of any profession referred to, or any supplementary health service profession contemplated in that section;

(b) under section 30 of the Medical Schemes Act, 1967 (Act 72 of 1967), in respect of any institution or place referred to, or contemplated, in section 44 of the Health Act, 1977 (Act 63 of 1977); or

(c) under any other Act in respect of any profession or category of persons, which renders services or supplies requirements to a member of a registered medical scheme or to a person in respect of whom a member of a registered medical scheme is entitled to benefits under the scheme.

4. MEDICAL AID FUND

(1) The Port Elizabeth Building Industry Medical Aid Fund (hereinafter referred to as "the Fund") established under Government Notice R. 2313 of 20 December 1968, is hereby continued.

(2) The Fund shall consist of—

(a) contributions paid by employers and members into the Fund in terms of clauses 7 and 8;

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

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

5. OBJECTS

The objects of the Medical Aid Fund are—

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

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

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

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

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

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

6. MEDICAL AID ALLOWANCE

(1) In addition to any other remuneration to which an employee mentioned in clause 8 (1) (a) may be entitled in terms of any other published agreement of the Council, every employer shall pay to every such employee in his employ an allowance of 5c per hour in respect of all hours

"voorkeurtarief", in verband met diens gelewer deur 'n mediese helper of 'n hospitaal of verpleeginrigting waar paragraaf (b) van die omskrywing van "Kostetarief" nie van toepassing is nie, 'n vergoedingstarief ingevolge waarvan die tarief vir lede van die Fonds en/of hul afhanklikes minder is as dié vir persone wat nie lede van mediese skemas is nie en waarvoor daar deur die Fonds ooreengekom is ingevolge klousule 5 of 'n ander vereniging van mediese skemas waarvan die Fonds lid is, of 'n ander vergoedings- of kostetarief deur die Komitee goedgekeur;

"Sekretaris" die Sekretaris van die Raad, en omvat dit ook 'n amptenaar wat deur die Raad aangewys word om namens die Sekretaris op te tree;

"spesialis" 'n geneesheer of tandarts teenoor wie se naam 'n spesialiteit geregistreer is kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), en wat as spesialis praktiseer;

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

"kostetarief" die kostetarief soos bepaal—

(a) kragtens artikel 53A van die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), ten opsigte van 'n professie in daardie artikel bedoel of 'n aanvullende gesondheidsdiensberoep daarin beoog; of

(b) kragtens artikel 30 van die Wet op Mediese Skemas, 1967 (Wet 72 van 1967), ten opsigte van 'n inrigting of plek in artikel 44 van die Wet op Gesondheid, 1977 (Wet 63 van 1977), bedoel of beoog; of

(c) kragtens 'n ander wet ten opsigte van 'n professie of kategorie persone wat dienste of verbruiksvoorrade verskaf aan 'n lid van 'n geregistreerde mediese skema of aan iemand ten opsigte van wie 'n lid van 'n geregistreerde mediese skema op bystand ingevolge die skema geregtig is.

4. MEDIESE BYSTANDSFONDS

(1) Die Mediese Bystandsfonds van die Bounywerheid, Port Elizabeth (hieronder die "Fonds" genoem), wat by Goewermentskenningsgewing R. 2313 van 20 Desember 1968 ingestel is, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge klousules 7 en 8 deur werkgevers en lede in die Fonds gestort word;

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

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

5. OOGMERKE

Die oogmerke van die Mediese Bystandsfonds is—

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

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

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

(i) hospitale, geregistreerde verpleeginrigtings of soortgelyke inrigtings vir die versorging van siek of herstellende lede en hul afhanklikes;

(ii) enige ander persone, liggende of owerhede ten opsigte van mediese dienste soos in hierdie Ooreenkoms of die reëls van die Fonds bepaal mag word;

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

6. MEDIESE HULPTOELAE

(1) Benewens enige ander besoldiging waarop 'n werknemer in klousule 8 (1) (a) genoem, geregtig is ingevolge enige ander gepubliseerde ooreenkoms van die Raad, moet elke werkgever aan elke sodanige werknemer in sy diens 'n toelae van 5c per uur betaal ten opsigte van al die ure wat sodanige

worked by such employee: Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day, New Year's Day or any day falling within the annual leave periods prescribed in clause 37 of Part I and clause 11 of Part II of the Main Agreement.

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

7. CONTRIBUTIONS

(1) Every employer to whom this Agreement applies shall in respect of every employee referred to in clause 8 (1) (a) employed by him for 16 hours or more during a week, pay an amount of R4 per week to the Fund. Employers to whom the provisions of Part I of the Main Agreement apply shall pay the amount to the Fund in accordance with the procedure laid down in subclauses (3) to (13) hereof.

(2) An employer shall be entitled to make a deduction of R4 per week from the remuneration of an employee in respect of whom payment has been made in terms of subclause (1) hereof.

(3) The Secretary of the Council shall issue to every employer to whom the provisions of Part I of the Main Agreement apply, 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 8 (1) (a) 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 expiry 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 other than employees to whom the provisions of Part II of the Main Agreement apply, shall immediately affix such stamp in his contribution card, on the space in such contribution card on which appears a similar date as that on which the stamp is issued. Such contribution card shall be retained by the employee.

(7) Every employee, other than employees to whom the provisions of Part II of the Main Agreement apply, 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 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 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) 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) 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 or contribution card which it may introduce or has introduced from time to time.

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, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag, Kersdag, Nuwejaarsdag of enige dag wat binne die jaarlikse verloftydperke val wat in klousule 37 van Deel I en klousule 11 van Deel II van die Hoofdooreenkoms voorgeskryf word.

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

7. BYDRAES

(1) Elke werkgever op wie hierdie Ooreenkoms van toepassing is, moet ten opsigte van elke werknemer in klousule 8 (1) (a) genoem, wat 16 uur of langer in 'n week by hom in diens is, 'n bedrag van R4 per week aan die Fonds betaal. Werkgevers op wie Deel I van die Hoofdooreenkoms van toepassing is, moet die bedrag aan die Fonds betaal in ooreenstemming met die prosedure in subklousules (3) tot (13) hiervan voorgeskryf.

(2) 'n Werkgever is daarop geregtig om 'n bedrag van R4 per week af te trek van die besoldiging van 'n werknemer ten opsigte van wie betaling ingevolge subklousule (1) hiervan gedoen is.

(3) Die Sekretaris van die Raad moet aan elke werkgever op wie Deel I van die Hoofdooreenkoms van toepassing is, 'n seël uitreik vir elke bedrag wat ingevolge subklousule (1) hiervan aan die Fonds betaal is, en elke sodanige werkgever moet elke Vrydag aan elke werknemer in klousule 8 (1) (a) bedoel 'n seël uitreik wat deur hom gerojear is met die werkgever se naam, die datum van uitreiking en die naam van die werknemer.

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

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

(6) Elke werknemer, uitgesonderd werknemers op wie Deel II van die Hoofdooreenkoms van toepassing is, 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, uitgesonderd werknemers op wie Deel II van die Hoofdooreenkoms van toepassing is, 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, 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 gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

(9) Die bydraes van die werkgever of werknemer is nie aan die werkgever of werknemer terugbetaalbaar nadat die seëls eenmaal aan 'n werknemer uitgereik is of nadat die bedrag alreeds aan die Sekretaris van die Raad oorbetaal is nie, behalwe in die geval van terugbetalings van werkgevers wat meer seëls aangekoop het as wat nodig was, soos in subklousule (4) hiervan bepaal.

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

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

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

(13) An employee who for a period not exceeding eight consecutive weeks has been bona fide unemployed, or who has accepted temporary employment in any other industry, or is employed in an area outside the area to which this Agreement applies and in respect of whom no contributions were made in terms of this clause may, if he desires to remain eligible for benefits, pay to the Council the sum of R4 per week. The Council shall endorse the employee's contribution card on the space in such contribution card on which appears a similar date as that in respect of which payment is made, as proof that payment was received.

(14) 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: Provided that employers to whom the provisions of Part II of the Main Agreement apply, shall reflect on the form the full names and the number of payments made in terms of subclause (1) in respect of 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 7th 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.

8. MEMBERSHIP

(1) (a) Subject to the provisions of subclause (2), membership of the Fund shall be compulsory for all journeymen, foremen and general foremen for whom wages are prescribed in Part I of the Main Agreement and to joiners, machinists, sawdoctors, maintenance mechanics, supervisors, foremen, general foremen, journeymen and glaziers for whom wages are prescribed in Part II of the Main Agreement.

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

- (i) An employee of the Industrial Council;
- (ii) an employee of a trade union or an employers' organisation which is a party to the Council;
- (iii) a person who is a member of an employers' organisation which is a party to the Council; or
- (iv) a person who is directly engaged or employed in a clerical or administrative capacity in the Industry by a member of one of the employers' organisations referred to in paragraph (iii):

Provided, however, that the Management Committee shall fix the contributions payable by such person and that such person shall be required to contribute not less than the amount referred to in clause 7 (1) every week: Provided further that a dependant of a member of another medical scheme shall not be eligible for membership.

(c) A member who, on account of age, ill-health or other disability or other circumstances, retires from service as a pensioner may, with the consent of the Committee, become a continuation member: Provided that he has been, at the time of his retirement, a member of the scheme for a continuous period of not less than three years: Provided further that the Committee may recognise an immediately preceding and continuous membership of any other medical scheme, for the purpose of determining such period: Provided further that such a member continues the payment of the amount referred to in clause 7 (1) every week, or such other reduced fee which the Committee may recommend.

(d) The widow of a deceased member may, with the approval of the Committee, be admitted as a member of the Fund: Provided that the deceased member, at the time of his death, had been a member of the Fund for a continuous period of not less than three years: Provided further that the Committee may recognise an immediately preceding and continuous membership of any other medical scheme for the purpose of determining such period: Provided further that the widow shall apply for membership within six months from the date of her husband's death and that she pays the amount referred to in clause 7 (1) every week. Such membership shall continue only for so long as such widow remains unmarried or takes up employment where membership of a medical scheme is a condition of employment.

(e) A person employed in the Industry by a member of the Master Builders' and Allied Trades Association, Port Elizabeth, and/or Electrical Contractors' Association (South

(13) 'n Werknemer wat vir 'n tydperk van hoogstens agt agtereenvolgende weke bona fide werkloos was, of wat tydelike indiensneming in enige ander nywerheid aanvaar het, of wat in diens is in 'n gebied buite die gebied waarop hierdie Ooreenkoms van toepassing is en ten opsigte van wie geen bydraes ingevolge hierdie klousule gemaak is nie, kan die bedrag van R4 per week aan die Raad betaal indien hy wil voortgaan om vir bystand in aanmerking te kom. Die Raad moet die werknemer se bydraekaart endosseer op die plek op sodanige bydraekaart waar 'n soortgelyke datum verskyn as dié ten opsigte waarvan betaling gemaak is, as bewys dat die betaling ontvang is.

(14) Elke werkgewer moet maandeliks 'n vorm aan die Sekretaris van die Raad voorleë waarop die volle name, bydraekaartnummers en die getal seëls verskyn wat ingevolge subklousule (3) gedurende die maand aan elke werknemer in sy diens uitgereik is: Met dien verstande dat werkgewers op wie Deel II van die Hoof-ooreenkoms van toepassing is, die volle name en die getal betalings ingevolge subklousule (1) ten opsigte van elke werknemer in sy diens gedurende die maand gemaak, moet aandui. 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.

8. LIDMAATSKAP

(1) (a) Behoudens subklousule (2) is lidmaatskap van die Fonds verpligtend vir alle ambagsmanne, voormanne en algemene voormanne vir wie lone in Deel I van die Hoof-ooreenkoms voorgeskryf is en op skryfwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne, ambagsmanne en glaswerkers vir wie lone in Deel II van die Hoof-ooreenkoms voorgeskryf is.

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

- (i) 'n Werknemer van die Nywerheidsraad;
- (ii) 'n werknemer van 'n vakvereniging of 'n werkgewers-organisatie wat 'n party by die Raad is;
- (iii) 'n persoon wat lid is van 'n werkgewersorganisasie wat 'n party is by die Raad; of
- (iv) iemand wat regstreeks by die Nywerheid betrokke is of in 'n klerklike of administratiewe hoedanigheid daarin in diens geneem is deur 'n lid van een van die werkgewers-organisasies in paragraaf (iii) genoem:

Met dien verstande egter dat die Bestuurskomitee die bydraes moet vasstel wat sodanige persoon moet betaal en dat sodanige persoon minstens die bedrag in klousule 7 (1) bedoel, elke week moet betaal: Met dien verstande voorts dat 'n afhanklike van 'n lid van 'n ander mediese skema nie vir lidmaatskap in aanmerking mag kom nie.

(c) 'n Lid wat weens hoë ouderdom, swak gesondheid of ander ongeskiktheid of om ander redes met pensioen uit die diens tree, kan, met die toestemming van die Komitee, 'n voorsettingslid word: Met dien verstande dat hy ten tyde van sy aftrede vir 'n aaneenlopende tydperk van minstens drie jaar lid van die skema was: Voorts met dien verstande dat die Komitee by die bepaling van sodanige tydperk 'n onmiddellik daaraan voorafgaande en ononderbroke lidmaatskap van 'n ander mediese skema kan erken: Voorts met dien verstande dat sodanige lid voortgaan met die betaling elke week van die bedrag in klousule 7 (1) bedoel, of van sodanige ander verminderde bedrag as wat die Komitee aanbeveel.

(d) Die weduwee van 'n gestorwe lid kan, met die goedkeuring van die Komitee, as lid van die Fonds toegelaat word, mits die gestorwe lid ten tyde van sy dood alreeds minstens drie jaar lank ononderbroke lid van die Fonds was: Met dien verstande dat die Komitee by die bepaling van sodanige tydperk 'n onmiddellik daaraan voorafgaande en ononderbroke lidmaatskap van 'n ander mediese skema kan erken: Voorts met dien verstande dat die weduwee binne ses maande na die datum van haar man se dood om lidmaatskap aansoek moet doen, en dat sy die bedrag in klousule 6 (1) bedoel elke week betaal. Sodanige lidmaatskap bly slegs van krag totdat die betrokke weduwee weer trou of diens aanvaar hy 'n plek waar lidmaatskap van 'n mediese skema 'n diensvoorwaarde is.

(e) 'n Persoon wat in die Nywerheid in diens is by 'n lid van die Master Builders' and Allied Trades Association, Port Elizabeth, en/of die Electrical Contractors' Association

Africa) under a contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, may, on application, be admitted to membership for such period and under such conditions as decided on by the Management Committee.

(2) Every employee for whom membership of the Fund is compulsory in terms of subclause (1) hereof, shall, if he has not already done so in terms of a previous agreement, complete an application form obtainable from the Secretary of the Council and lodge such completed form with that official within one month of the date on which—

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

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

(3) The Secretary of the Council shall issue to each member a card showing the membership number, the name of the member and the names of his dependants.

(4) Whenever a member or his dependants requires medical attention, such member shall produce his membership card to the person or institution providing the required treatment.

(5) No membership card shall be valid if it bears any alterations, erasures or tampering, or if such card is mutilated and/or illegible.

9. BENEFITS

Payments of benefits in respect of members shall be made in accordance with the rules of the Fund.

10. EXCLUDED BENEFITS

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

(i) costs incurred in respect of artificial eyes, contact lenses, sun glasses or night driving glasses, whether prescribed by a specialist or not, and optical repairs;

(ii) medical, hospital, nursing home or any other services or material which has been rendered or supplied without cost to the member;

(iii) cost incurred for treatment required arising from an injury sustained in any accident whatsoever by a member or a dependant of a member whilst driving or being driven in or on a motor vehicle, cycle, motor cycle, aeroplane or any other type of mechanical vehicle;

(iv) cost incurred for treatment required arising from injury sustained by a member or dependant of a member and for which a third party may be liable unless the Committee is satisfied that there is no reasonable prospect of the member or dependant recovering adequate damages from the third party;

(v) cost incurred for treatment arising from previous employment or during detention while under the jurisdiction of the Army, Navy, Air Force, South African Police and any institution or authority outside the control of the Council or for any ailment or condition for which a disability allowance or pension has been awarded;

(vi) assaults resulting from deliberate provocation or from any disturbance of the peace by any person or persons, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, conspiracy sabotage or usurped power;

(vii) cost incurred for treatment of any illness or injury sustained by a member or dependant of a member where, in the opinion of the Committee, such illness or injury is directly attributable to irregular, immoral or disorderly conduct, or failure to comply with the reasonable request or instruction of a medical practitioner, dentist, authorities governing hospitals and/or nursing homes, or the Management Committee and its officials;

(viii) circumstances and/or cases falling under and covered by the Workmen's Compensation Act;

(ix) cost incurred in respect of recuperative purposes;

(x) the cost of operations, treatment or appliances which are not essential but are performed or supplied in accordance with the patient's wishes, including all plastic surgery of an elective or cosmetic nature;

(xi) cost of specialists' services unless the member or his dependant was referred to the specialist by a general practitioner or dentist;

(South Africa) ooreenkomstig 'n vakleerlingkontrak geregistreer ingevolge die Wet op Vakleerlinge 1944, kan op aansoek vir sodanige tydperk en op sodanige voorwaardes as wat die Bestuurskomitee besluit, tot lidmaatskap toegelaat word.

(2) Elke werknemer vir wie lidmaatskap van die Fonds ingevolge subklousule (1) hiervan verpligtend is, moet, indien hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, 'n aansoekvorm invul wat van die Sekretaris van die Raad verkry kan word en moet die ingevulde vorm by genoemde beamppte indien, en wel binne een maand na die datum waarop—

(a) hierdie klousule van krag word, indien hy op die datum in die Bounywerheid werksaam is;

(b) hy tot die Bounywerheid toetree of hertoetree of daarin in diens tree.

(3) Die Sekretaris van die Raad moet aan elke lid 'n kaart uitreik waarop die volgende voorkom: Die lidmaatskapsnommer, die naam van die lid en die name van sy afhanklikes.

(4) Wanneer 'n lid of sy afhanklikes mediese sorg nodig het, moet sodanige lid sy lidmaatskapskaart toon aan die persoon of inrigting wat die nodige behandeling verskaf.

(5) Geen lidmaatskapskaart is geldig indien daar eniginsins aan verander of enigiets daarop uitgewis is of daarmee geknoei is, of indien sodanige kaart onherkenbaar beskadig en/of onleesbaar is nie.

9. VOORDELE

Uitbetalings van voordele ten opsigte van lede moet geskied ooreenkomstig die reëls van die Fonds.

10. VOORDELE WAT UITGESLUIT IS

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

(i) koste aangegaan vir kunsoë, kontaklense, sonbrille of nagdryfbrille, hetsy deur 'n spesialis voorgeskryf of nie, en optiese herstelwerk;

(ii) mediese, hospitaal-, verpleeginrigting- of enige ander dienste of materiaal wat sonder koste aan die lid gelewer of verskaf is;

(iii) koste aangegaan vir behandeling wat nodig is as gevolg van enige besering opgedoen deur 'n lid of afhanklike van 'n lid in enige ongeluk hoegenaamd terwyl hy 'n motorvoertuig, fiets, motorfiets, vliegtuig of enige ander tipe meganiese voertuig bestuur of daarin vervoer word;

(iv) koste aangegaan vir behandeling wat voortspruit uit besering opgedoen deur 'n lid of afhanklike van 'n lid en waarvoor 'n derde party aanspreeklik kan wees, tensy die Komitee daarvan oortuig is dat daar geen redelike moontlikheid is nie dat die lid of afhanklike toereikende skadevergoeding op die derde party sal kan verhaal;

(v) koste aangegaan vir behandeling wat voortspruit uit vorige diens of gedurende aanhouding terwyl onder die regsbevoegdheid van die Weermag, Vloot, Lugmag, Suid-Afrikaanse Polisie en enige ander instelling of owerheid buite die beheer van die Raad of vir enige siekte of toestand waarvoor 'n ongeskiktheidstoelae of pensioen toegeken is;

(vi) aanrandings wat voortspruit uit opsetlike aanhitsing of uit enige verstoring van die openbare orde deur enige persoon of persone, of oorlog, inval, 'n daad van 'n vreemde vyand, vyandelikhede of krygsoperasies (hetsy oorlog verklaar is of nie), munitery, opstand, rebellie, rewolusie, same-swing, sabotasie of onwettig toegeëinde mag;

(vii) koste aangegaan vir die behandeling van enige siekte of besering opgedoen deur 'n lid of afhanklike van 'n lid waar, na die mening van die Komitee, sodanige siekte of besering regstreeks toegeskryf kan word aan onreëlmatige, immorele of wanordelike gedrag of versuim om te voldoen aan die redelike versoek of opdrag van 'n mediese praktisyn, tandarts, hospitaal- en/of verpleeginrigtingsowerhede of die Bestuurskomitee en sy beampptes;

(viii) omstandighede en/of gevalle wat ressorteer onder en gedek word deur die Ongevallewet;

(ix) koste aangegaan vir doeleindes van herstelling;

(x) die koste van operasies, behandeling of apparaat wat nie noodsaaklik is nie maar uitgevoer of verskaf word ooreenkomstig die pasiënt se wense, met inbegrip van alle plastiese snykunde van 'n elektiewe of kosmetiese aard;

(xi) koste van spesialistedienste tensy die lid of sy afhanklike na die spesialis verwys is deur 'n algemene praktisyn of tandarts;

(xii) the supply or cost of patent and proprietary medicines, drugs or foods. For the purpose of this Agreement, a patent or proprietary medicine, drug or food means any medicine, drug or food which can normally be obtained by a member and/or his dependants without the prescription of a medical practitioner, dentist and/or specialist;

(xiii) inoculations, x-rays, examinations and investigations which can be obtained by any member of the public free of charge, from the State or local Health Authority;

(xiv) mountaineering, aeronautics;

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

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

(xvii) occupational dermatitis;

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

(xix) intentional self-injury or injury incurred while performing any unlawful act;

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

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

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

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

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

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

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

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

(xxviii) pregnancy tests if negative (if positive is included in the maternity grant); and

(xxix) services rendered by naturopaths, homeopaths and chiropractors.

11. PAYMENT OF ACCOUNTS

(1) (a) Approved accounts, excluding those in respect of amounts for prescribed medicines referred to in the rules of the Fund, shall be paid in full by the Fund to the person or institution rendering the service. The Fund shall recover from the member concerned that portion due by him. The portion payable by the member in terms of the rules of the Fund shall be paid by him to the Fund at the same time the claim for benefits is lodged by him in terms of clause 14. The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

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

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

(2) In the event of a member who fails to liquidate the debt referred to in subclause (1) hereof and in the manner set out in subclause (1) the amount may be recovered from such member by means of a deduction from his weekly wage. The amount of such deduction shall be advised by the Secretary of the Council to the employer, who shall put into effect immediately such advice and pay the amount so deducted to the Secretary of the Council, within seven days of the deduction being made.

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

(xii) die verskaffing of koste van patente en eiendomsmedisyne, artsenymiddels of voedsel. Vir die toepassing van hierdie Ooreenkoms beteken 'n patente of eiendomsmedisyne, artsenymiddel of voedsel enige medisyne, artsenymiddel of voedsel wat normaalweg deur 'n lid en/of sy afhanklikes verkry kan word sonder die voorskryf van 'n mediese praktisyn, tandarts en/of spesialis;

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

(xiv) bergklim, lugvaart;

(xv) kranksinnigheid, epilepsie, veneriese siektes, immoraliteit, wangedrag of onreëlmate of wanordelike gedrag;

(xvi) die invloed van bedwelmende drank, alkohol of verdowingsmiddels: Met dien verstande dat in geval van alkoholisme herstelbehandeling ten opsigte van slegs een behandeling na goeddunke van die Bestuurskomitee ingesluit kon word in die voordele wat in die reëls van die Fonds voorgeskryf word;

(xvii) beroepshuidontsteking;

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

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

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

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

(xxii) koste aangegaan wat meer is as die geldetarief of voorkeurtarief deur die Bestuurskomitee van tyd tot tyd goedgekeur;

(xxiii) enige aangebore siekte, abnormaliteit, sieklikeheid, chroniese siekte waaraan lede of afhanklikes ten tyde van die aanvang van lidmaatskap gely het, of enige siekte, ongeluk of sequelae wat aan sodanige toestande toe te skryf is;

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

(xxv) koop of huur van mediese, chirurgiese of ander apparate wat kunsledemate insluit;

(xxvi) behandeling vir siekte of besering wat die gevolg is van deelname in enige snelheidswedstryd, uitgesonderd amateuratletiek;

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

(xxviii) swangerskaptetse indien negatief (indien positief word dit in die kraamtoelae ingesluit);

(xxix) dienste gelewer deur natuurgenesers, homeopate en chiropraktisyns.

11. BETALING VAN REKENINGS

(1) (a) Goedgekeurde rekenings, uitgesonderd dié vir bedrae vir voorgeskrewe medisyne soos in die reëls van die Fonds bedoel, word ten volle deur die Fonds betaal aan die persoon of inrigting wat die diens lewer. Die Fonds verhaal op die betrokke lid dié gedeelte deur hom verskuldig. Die gedeelte wat ingevolge die reëls van die Fonds deur die lid betaalbaar is, moet terselfdertyd deur hom aan die Fonds betaal word wanneer hy die eis om voordele kragtens klousule 14 indien. Die Bestuurskomitee kan ook 'n ander reëling goedkeur wat die lid aan die hand doen om die skuld te delg.

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

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

(2) Indien 'n lid in gebreke bly om die skuld in subklousule (1) hiervan bedoel op dié wyse soos in subklousule (1) uiteengesit, te delg, kan die bedrag op sodanige lid verhaal word deur 'n aftrekking van sy weekloon te doen. Die Sekretaris van die Raad moet die werkgewer van die bedrag van sodanige aftrekking in kennis stel, en laasgenoemde moet die opdrag onverwyld uitvoer en die aldus afgetrekte bedrag binne sewe dae nadat die aftrekking gedoen is, aan die Sekretaris van die Raad betaal.

Die Bestuurskomitee kan ook enige ander reëling goedkeur wat deur die lid vir die vereffening van die skuld aan die hand gedoen word.

(3) The Fund shall not be responsible for the payment of any accounts which have not been submitted by the member himself.

12. REGISTRATION OF DEPENDANTS

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

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

- (a) The wife of a member, subject to the production of proof of marriage;
- (b) the child of a member, subject to the production of the birth certificate of such child;
- (c) any other person as may be approved by the Committee.

13. CESSATION OF MEMBERSHIP AND PAYMENT OF BENEFITS

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

- (a) on 'n member's death;
- (b) immediately a member ceases working in the Building Industry for any other reason whatsoever, except in the event of his becoming a continuation member;
- (c) in the case of a widow, on her remarrying or taking up of employment where membership of a medical scheme is a condition of employment;
- (d) on a finding by the Committee, after inquiry, that he or any of his dependants have abused the rights and privileges afforded by the Fund;
- (e) in the case of any member who fails to receive weekly stamps or fails to make contributions in terms of clause 7 of the Agreement.

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

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

14. PROCEDURE FOR CLAIMING BENEFITS

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

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

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

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

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

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

(3) Die Fonds is nie aanspreeklik vir die betaling van rekenings wat nie deur die lid self ingedien is nie.

12. REGISTRASIE VAN AFHANKLIKES

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

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

- (a) Die vrou van 'n lid, onderworpe aan die indiening van 'n huweliksbewys;
- (b) die kind van 'n lid, onderworpe aan die voorlegging van die geboortesertifikaat van sodanige kind;
- (c) enige ander persoon wat deur die Komitee goedgekeur word.

13. BEÏNDIGING VAN LIDMAATSKAP EN BETALING VAN VOORDELE

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

- (a) by die afsterwe van 'n lid;
- (b) sodra 'n lid om enige ander rede, van watter aard ook al, sy diens in die Bounywerheid beëindig, behalwe as hy 'n voortsettingslid word;
- (c) in die geval van 'n weduwee, wanneer sy weer trou of diens aanvaar by 'n plek waar lidmaatskap van 'n mediese skema 'n diensvoorwaarde is;
- (d) as gevolg van 'n bevinding deur die Komitee, nadat ondersoek ingestel is, dat hy of een van sy afhanklikes misbruik gemaak het van die regte en voorregte wat die Fonds bied;
- (e) in die geval van 'n lid wat geen weeklikse seëls ontvang nie of wat in gebreke bly om bydraes te betaal ingevolge klousule 7 van die Ooreenkoms.

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

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

14. PROSEDURE WANNEER VOORDELE GEEÏS WORD

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

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

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

(2) Rekenings vir mediese behandeling moet ongemelde besonderhede bevat:

- (a) Naam van pasiënt;
- (b) lidmaatskapnommer van pasiënt;
- (c) aard van siekte;
- (d) datums van en getal besoeke;
- (e) aard van inspuittings, as daar was, en koste van materiaal gebruik;
- (f) waar dit van toepassing is, die kodenommer van die geldetarief;
- (g) besonderhede van enige ander behandeling of prosedure.

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

15. FINANCE

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

(2) The moneys of the Medical Aid Fund shall be applied to the payment of benefits, as prescribed in this Agreement and to the 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.

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

(4) 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.

(5) 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—

(i) the income and expenditure of the Medical Aid Fund during the 12 months ended 28 February preceding;

(ii) the assets and liabilities of the Medical Aid Fund at the end of the 12 months period mentioned.

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 Manpower Utilisation.

(6) If at any time the amount standing to the credit of the Medical Aid Fund falls below R25 000 payment of benefits shall be suspended and further payment shall not recommence until the amount standing to the credit of the Medical Aid Fund has reached R30 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.

16. ADMINISTRATION

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

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

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

15. FINANSIES

(1) Alle gelde wat aan die Mediese Bystandsfonds 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 Mediese Bystandsfonds moet aangewend word vir die betaling van voordele soos voorgeskryf in hierdie Ooreenkoms 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 deposito's by 'n plaaslike owerheid in die Republiek van Suid-Afrika wat by wet gemagtig is om belasting op vaste eiendom te hef;

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

(g) deposito's by of obligasies wat op 'n aandelebeurs 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.

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

(4) Alle betalings uit die Fonds 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.

(5) 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—

(i) die inkomste en uitgawe van die Mediese Bystandsfonds gedurende die 12 maande geëindig die vorige 28 Februarie;

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

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

(6) Indien die bedrag in die krediet van die Mediese Bystandsfonds te eniger tyd benede R25 000 daal, moet die betaling van voordele opgeskort word en mag betaling nie hervat word nie voordat die bedrag in die krediet van die Mediese Bystandsfonds die R30 000-korf bereik het: Met dien verstande dat, wanneer die betaling van voordele weer hervat word, eise wat gedurende dié tydperk ingedien is, betaal moet word in die volgorde waarin hulle ontvang is.

16. ADMINISTRASIE

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

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

(3) Die Bestuurskomitee kan sekere voordele, of almal, aan 'n lid en/of sy afhanklikes weier en/of dit weerhou indien die lid na die Bestuurskomitee se mening opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds

members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management Committee to the Council.

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

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

- (a) the benefits payable under the Fund and the qualifications attached thereto;
- (b) the procedure for lodging claims and payment of claims;
- (c) any other matter which the Council may decide.

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

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

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

- (a) To receive, administer and apply the 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 15 (3) and to vary or realise any such investments;
- (d) to enter into and sign any contract or documents in the name of the Fund and to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund;
- (e) to appoint, remunerate and terminate the appointment of secretaries, medical advisers and attorneys and to employ, remunerate and terminate the employment of any person for the purposes of the Fund;
- (f) to delegate any of its powers and duties to any subcommittee appointed by it: Provided that a subcommittee so nominated shall in the exercise of its powers conform to any rules or instructions that may be imposed on or issued to it by the Committee;
- (g) to make regulations prescribing the form and the manner in which applications for the award of benefits shall be lodged and dealt with by the Fund;
- (h) to do all such other acts or things as, in the opinion of the Committee, are conducive to the attainment of all or any of the above objects;
- (i) to authorise the Chairman and any official as it may approve from time to time, and upon such terms and conditions as may be approved by it, to sign any contract or other document binding the Fund or any document authorising the performance of any act on behalf of the Fund;
- (j) to prescribe the rate of subscription for members other than those referred to in clause 8 (1) (a).

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

17. EXPIRY OF THE AGREEMENT

(1) Upon the expiry of this Agreement or any extension thereof and a subsequent Agreement providing for the continuation of the Fund not being negotiated within two years from the expiry of this Agreement or any extension thereof, or the Fund not being transferred within such period to any other fund constituted for the same purpose as that for which the Fund was established, the Fund shall be liquidated by the Management Committee in terms of clause 18. 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 its 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

of sy lede te skaad of as dit redelik waarskynlik is dat sodanige optrede daardie uitwerking kan hê: Met dien verstande dat aan so 'n lid die geleentheid gebied moet word om by die Raad te appelleer teen die beslissing van die Bestuurskomitee.

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

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

- (a) Die voordele betaalbaar kragtens die Fonds en die kwalifikasies wat daarvoor vereis word;
- (b) die prosedure om eise in te dien en eise te betaal;
- (c) enige ander saak waaroor die Raad kan besluit.

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

(6) Die Sekretaris van die Raad is die Hoof-uitvoerende Beampete van die Fonds.

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

- (a) Om geld van die Fonds te ontvang, te administreer en daaroor te beskik;
- (b) om 'n bankrekening of -rekenings op naam van die Fonds te open en daarmee te werk;
- (c) om geld wat nie onmiddellik vir die doeleindes van die Fonds nodig is nie, te belê op die wyse bepaal in klousule 15 (3) en om sodanige beleggings te wysig of te realiseer;
- (d) om namens die Fonds enige kontrak aan te gaan of dokumente te teken en om alle geregtelike prosesse deur of teen die Fonds te stel, te voer, te verdedig, daarvoor akkoord te gaan of dit te laat vaar;
- (e) om sekretarisse, mediese adviseurs en prokureurs aan te stel, te besoldig en hulle aanstelling te beëindig en om enigiemand vir die doeleindes van die Fonds in diens te neem, te besoldig en sy diens te beëindig;
- (f) om enigeen van sy bevoegdhede en pligte te deleger aan 'n subkomitee wat hy aangestel het: Met dien verstande dat 'n subkomitee wat aldus benoem word, by die uitoefening van sy bevoegdhede aan reëls of instruksies moet voldoen wat die Komitee hom opgelê of aan hom uitgereik het;
- (g) om regulasies op te stel wat die vorm en die wyse voorskryf waarop aansoeke om die toekenning van voordele ingedien en deur die Fonds behandel moet word;
- (h) om alle ander dinge te doen wat na die mening van die Komitee bevorderlik is vir die bereiking van almal of enigeen van bogenoemde oogmerke;
- (i) om die Voorsitter en enige beampete wat hy kan goedkeur, en op sodanige voorwaardes as wat hy kan goedkeur, van tyd tot tyd te magtig om enige kontrak of ander dokument te onderteken wat die Fonds bind of enige dokument wat die verrigting van 'n daad namens die Fonds magtig;
- (j) om ledegeld vas te stel vir ander lede as dié gemeld in klousule 8 (1) (a).

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

17. VERSTRYKING VAN DIE OOREENKOMS

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval en daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe ooreenkoms aangegaan word nie waarin daar voorsiening gemaak word vir die voortsetting van die Fonds, of indien die Fonds nie in sodanige tydperk oorgedra word na 'n ander fonds wat in die lewe geroep is vir dieselfde doel as dié waarvoor die Fonds gestig is nie, moet die Fonds ingevolge klousule 18 deur die Bestuurskomitee gelikwdeer word. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo genoem of deur 'n volgende ooreenkoms voortgesit word, deur die Bestuurskomitee geadminestreer word.

(2) Indien die Raad gedurende enige bepaalde tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is ontbind sou word of ophou funksioneer, moet die Fonds verder geadminestreer word deur die Bestuurskomitee wat dan aan die roer is. 'n Vakature wat in die Komitee ontstaan kan deur die Nywerheidsregistrator

from employers or employees, as the case may be, so as to ensure an equality of employer and employees representatives on the Committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes. In the event of there being no Council in existence upon the expiry of this Agreement, the Fund shall be liquidated in terms of clause 18 of this Agreement by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

18. LIQUIDATION OF THE FUND

Upon liquidation of the Fund in terms of clause 17 hereof, and after all creditors, administration and liquidation expenses have been paid, the monies 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—

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

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

19. 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.

20. 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.

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.

aangevul word uit die geleedere van die werkgewers of die werknemers, na gelang van die geval, en wel op so 'n wyse dat 'n gelyke getal werkgewers- en werknemersverteenwoordigers 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 verval, geen Raad bestaan nie, moet die Fonds ingevolge klousule 18 van hierdie Ooreenkoms gelikwedeer word deur die Komitee wat dan aan die roer is of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

18. LIKWIDASIE VAN DIE FONDS

By likwidasië van die Fonds ingevolge klousule 17 hiervan, en nadat alle krediteure en alle administrasie- en likwidasië-koste betaal is, moet die gelde 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 gestig is; of indien daar geen Raad bestaan nie moet—

(i) 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

(ii) 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.

19. 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 engeen 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.

20. 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 ondersoek 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, kan hy deur 'n tolk vergesel word.

21. VRYWARING

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

22. 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.

23. 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.

24. 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.

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

Signed on behalf of the parties at Port Elizabeth this 16th day of August 1979.

A. DE KOCK, Chairman of the Council.

I. JONKER, Vice-Chairman of the Council.

V. H. LE ROUX, Secretary of the Council.

22. 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 geleentheid verskaf om hul pligte in verband met Raadsvergaderings na te kom.

23. VERTONING VAN OOREENKOMS

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

24. 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 al dan nie. Iedere bepaling skep 'n reg of 'n verpligting, na gelang van die geval, wat geen verband hou met die bestaan van ander bepalinge nie.

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

Namens die partye op hede die 16de dag van Augustus 1979 te Port Elizabeth onderteken.

A. DE KOCK, Voorsitter van die Raad.

I. JONKER, Ondervoorsitter van die Raad.

V. H. LE ROUX, Sekretaris van die Raad.

No. R. 2446

2 November 1979

INDUSTRIAL CONCILIATION ACT, 1956**BUILDING INDUSTRY, PORT ELIZABETH.—
CANCELLATION OF GOVERNMENT NOTICES**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 662 of 28 April 1971, R. 2070 of 17 November 1972, R. 985 of 15 June 1973, R. 2112 of 15 November 1974, R. 2328 of 11 November 1977 and R. 2088 of 20 October 1978 with effect from 5 November 1979.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2446

2 November 1979

WET OP NYWERHEIDSVERSOENING, 1956**BOUNYWERHEID, PORT ELIZABETH.—
INTREKKING VAN GOEWERMENSKENNISGEWINGS**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 662 van 28 April 1971, R. 2070 van 17 November 1972, R. 985 van 15 Junie 1973, R. 2112 van 15 November 1974, R. 2328 van 11 November 1977 en R. 2088 van 20 Oktober 1978 in met ingang van 5 November 1979.

S. P. BOTHA, Minister van Mannekragbenutting.

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Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

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