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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2604

2 Desember 1983

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).—
MEDIËSE HULPFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hier van verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 3 Januarie 1984 en vir die tydperk wat op 31 Desember 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 Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL).—MEDIËSE HULPFONDSOOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
en die

Electrical Contractors' Association (South Africa)
en die

Electronics and Telecommunications Industries Association
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem),
aan die een kant, en die

South African Electrical Workers' Association
en die

Amalgamated Engineering Union
(hierna die "werkgewers" of die "vakverenigings" genoem), aan die
ander kant,
wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid
(Natal).

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2604

2 December 1983

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—MEDICAL
AID FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 3 January 1984 and for the period ending 31 December 1984, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY
(NATAL).—MEDICAL AID FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made
and entered into by and between the

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
and the

Electrical Contractors' Association (South Africa)
and the

Electronics and Telecommunications Industries Association
(hereinafter referred to as the "employers" or the "employers' organisa-
tions"), of the one part, and the

South African Electrical Workers' Association
and the

Amalgamated Engineering Union
(hereinafter referred to as the "employees" or the "trade unions"), of the
other part,
being the parties to the Industrial Council for the Electrical Industry
(Natal).

TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Ondanks andersluidende bepalinge in hierdie klousule, is die bepalinge van hierdie Ooreenkoms van toepassing op en moet nagekom word in die Elektrotegniese Nywerheid deur alle werkgewers en werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is, wat betrokke is by of in diens is—

(a) in verband met die werksaamhede uiteengesit in paragrawe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms, die landdrostrikte Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Kliprivier, Kranskop, Lionsrivier, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Moorivier, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid en Weenen, maar uitgesonderd enige gedeeltes van daardie landdrostrikte wat ingevolge Proklamasie R. 11, 1977, wat in die Staatskoerant van 28 Januarie 1977 verskyn het, binne die selfregerende grondgebied van KwaZulu val;

(b) in verband met die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms, in die provinsie Natal.

(2) Die bepalinge van hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese voordele verskaf wat bestaan het op 3 Januarie 1966 en waartoe die betrokke werkgewer weekliks minstens 45 sent bydra ten opsigte van elke werknemer wat lid van die skema is en andersins deur hierdie Ooreenkoms gedek word, terwyl die skema in werking bly en genoemde werkgewer en werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n bydrae van minstens 45 sent per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds of skema wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 31 Desember 1984 eindig, of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van daardie wet; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer wat werksaam is ingevolge 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, by die Departement van Mannekrag geregistreer is of waar aansoek gedoen is om hom kragtens die Wet op Mannekragopleiding, 1981, as vakleerling in te boek;

"Bestuursraad" die raad wat ingestel is ooreenkomstig die konstitusie van die Mediese Hulpfonds vir die Elektrotegniese Nywerheid (Natal);

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

"afhanklike" 'n persoon wat as sodanig by die Mediese Hulpfonds vir die Elektrotegniese Nywerheid (Natal) ooreenkomstig klousule 8 van hierdie Ooreenkoms geregistreer is;

"werknemer" 'n werknemer wat enigeen van die klasse werk verrig wat onder Loon DDD gelys word, en werknemers wat ambagsproseswerk verrig wat onder Loon D gelys word, maar met uitsondering van betaling vir oortydwerk, in enige ooreenkoms wat van krag is in die Elektrotegniese Nywerheid (Natal) op die datum van inwerkingtreding van hierdie Ooreenkoms, met inbegrip van alle latere ooreenkomste en/of alle verlengings en/of wysigings daarvan, en omvat dit ook vakleerlinge;

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

"bedryfsinrigting" alle persele waarin of waarop die Nywerheid, of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

"Elektrotegniese Nywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir sommige van of al die volgende werksaamhede:

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van geboue uitmaak, en omvat dit alle bedrading, kabelaswerk en kabellegging, elektriese bogronde lynkonstruksie en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig word of die materiaal op die perseel van die geboue of bouwerke berei word, of elders;

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed in the Electrical Industry by all employers and employees who are members of the employers' organisations and trade unions respectively, who are engaged or employed—

(a) in the Magisterial Districts of Alfred, Babanango, Bergville, Camperdown, Dannhauser, Dundee, Durban, Eshowe, Estcourt, Glencoe, Hlabisa, Impendle, Inanda, Ingwavuma, Ixopo, Klip River, Kranskop, Lions River, Lower Tugela, Lower Umfolozi, Mahlabatini, Mapamulo, Mooi River, Msinga, Mtonjaneni, Mtunzini, Ndwedwe, Newcastle, New Hanover, Ngotshe, Nkandla, Nongoma, Nqutu, Paulpietersburg, Pietermaritzburg, Pinetown, Polela, Port Shepstone, Richmond, Ubombo, Umbumbulu, Umvoti, Umzinto, Underberg, Utrecht, Vryheid and Weenen, but excluding any portions of those Magisterial Districts falling within the selfgoverning territory of KwaZulu in terms of Proclamation R. 11, 1977, which appeared in the *Government Gazette* of 28 January 1977, in the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this Agreement;

(b) in the Province of Natal, in the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Agreement.

(2) The terms of this Agreement shall not apply to employers and their employees who are participants with the employer in any scheme providing medical benefits in existence on 3 January 1966, to which the employer concerned contributes not less than 45 cents per week for each employee who is a member of the scheme and otherwise covered by this Agreement whilst such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 45 cents for each such employee per week.

(3) Notwithstanding the provisions of subclause (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund or scheme referred to in that subclause.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 31 December 1984 or for such period as the Minister may determine.

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered with the Department of Manpower in terms of the Manpower Training Act, 1981, or where an application has been made to indenture him as an apprentice under the provisions of the Manpower Training Act, 1981;

"Board of Management" or "Board" means the Board established in terms of the constitution of the Electrical Industry (Natal) Medical Aid Fund;

"Council" means the Industrial Council for the Electrical Industry (Natal);

"dependant" means any person registered as such with the Electrical Industry (Natal) Medical Aid Fund in accordance with clause 8 of this Agreement;

"employee" means an employee employed on any of the classes of work scheduled at rate DDD, and employees employed in operative processes scheduled at rate D, excluding payment for overtime, in any agreement operative in the Electrical Industry (Natal), at the date of coming into operation of this Agreement, including any succeeding agreements and/or any extensions and/or amendments thereof, and includes all apprentices;

"employer" means an employer as defined in the Labour Relations Act, who is required to observe this Agreement;

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

"Electrical Industry" or "Industry" means the Industry in which employers and employees are associated for any of or for all the following:

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

- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die doel waarvoor 'n gebou gebruik word, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, elektriese bognondse lynkonstruksie en al die ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig word of die materiaal op die perseel van die geboue of bouwerke berei word, of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die konstruksie, wysiging, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, elektriese bognondse lynkonstruksie en al die ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig word of die materiaal op die perseel van die geboue of bouwerke berei word, of elders;
- (d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, elektriese bognondse lynkonstruksie en al die ander werksaamhede wat daarmee gepaard gaan;
- en vir die toepassing van hierdie omskrywing, omvat "elektriese uitrusting"—

- (i) elektriese kables en bognondse lyne;
- (ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroesings- en verkoelingsuitrusting, lugversorgingseenhede, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektroniese apparaat, seinuitrusting en ander uitrusting wat die beginsels toepas wat gebruik word by die bediening van radio- en elektroniese uitrusting;

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

- (aa) Die vervaardiging en/of montering van bogenoemde uitrusting of onderdele daarvan nie;
- (ab) die bedrading van of installering in motorvoertuie van verligtings-, verhitings- of ander uitrusting of vaste toebehore, hetsy permanent of andersins;
- (ac) die vervaardiging, herstel en versiening van motorvoertuigbatterye;
- (ad) die vervaardiging, herstel en versiening van tikmasjien en kantoor-apparaat;
- (ae) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe.

4. VOORTSETTING VAN DIE FONDS

(1) Die Mediese Hulpfonds vir die Elektrotegniese Nywerheid (Natal) (hierna die "Mediese Hulpfonds" of die "Fonds" genoem), oorspronklik gepubliseer by Goewermentskennisgewing R. 2029 van 24 Desember 1965, word hierby voortgesit.

(2) Die Fonds bestaan uit—

- (a) al die geld en bates wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die krediet van die Fonds staan;
- (b) alle bydraes wat ooreenkomstig klousule 9 van hierdie Ooreenkoms betaal is; en
- (c) alle rente wat uit beleggings verkry word.

5. DOELSTELLING VAN DIE FONDS

Die Fonds het as doelstelling—

- (a) om mediese bystandvoordele vir die werknemers en/of afhanklikes van werknemers in die Elektrotegniese Nywerheid in te stel, te organiseer en te voorsien, vir welke doel die Fonds geld, betaalbaar deur premies, bydraes, donasies of andersins, kan ontvang;
- (b) om, indien nodig, deur middel van 'n kontrak of kontrakte, reëlings aan te gaan met mediese praktisyns, spesialiste, hospitale, verpleeginrigtings of enige organisasie wat geneeskundige of artsenykundige dienste of medisyne lewer, 'n geregistreerde versekeringsmaatskappy of -maatskappy of enige organisasie wat te doen het met die lewering van soortgelyke voordele;
- (c) om wederkerige reëlings met soortgelyke fondse aan te gaan;
- (d) om allerlei wettige handelinge, dade of dinge, of funksies te verrig of uit te voer wat in verband staan met of bevorderlik is vir die bereiking van bogenoemde doelstellinge of enigeen daarvan.

6. LIDMAATSKAP

(1) Lidmaatskap van die Fonds omvat gelyste en ongelyste werknemers vir wie bydraes tot die Fonds ingevolge klousule 9 van hierdie Ooreenkoms gemaak word.

(2) Alle gelyste werknemers is lede van die Fonds en ongelyste werknemers kan na goeddunke van die Bestuursraad tot lidmaatskap van die Fonds toegelaat word.

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

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

- (i) electrical cables and overhead lines;
- (ii) generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, air-conditioning units, domestic electrical equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

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

- (aa) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ab) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures, whether permanent or otherwise;
- (ac) the manufacture, repair and servicing of motor vehicle batteries;
- (ad) the manufacture, repair and servicing of typewriter and office appliances;
- (ae) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators.

4. CONTINUATION OF THE FUND

(1) The Electrical Industry (Natal) Medical Aid Fund (hereinafter referred to as the "Medical Aid Fund" or the "Fund"), originally published under Government Notice R. 2029 of 24 December 1965, is hereby continued.

(2) The Fund shall consist of—

- (a) all moneys and assets standing to the credit of the Fund as at the date of coming into operation of this Agreement;
- (b) all contributions paid in accordance with Clause 9 of this Agreement; and
- (c) all interest derived from investment.

5. OBJECTS OF THE FUND

The Fund shall have as its objects—

- (a) to establish, organise and provide medical aid benefits for the employees and/or the dependants of employees in the Electrical Industry, for which purpose the Fund may receive moneys payable by premiums, contributions, donations or otherwise;
- (b) to enter into arrangements if deemed necessary by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisation providing medical or pharmaceutical services, and medicines, registered insurance company or companies or any organisation engaged in providing similar benefits;
- (c) to enter into reciprocal arrangements with similar funds;
- (d) to do or perform all such lawful acts, deeds or things or functions as may be incidental or conducive to the attainment of the above objects or any of them.

6. MEMBERSHIP

(1) The membership of the Fund shall comprise scheduled employees and unscheduled employees for whom contributions to the Fund are made in terms of clause 9 of this Agreement.

(2) All scheduled employees shall be members of the Fund and unscheduled employees may be admitted to membership of the Fund in the discretion of the Board of Management.

Vir die toepassing van hierdie klousule en klousule 9 van hierdie Ooreenkoms is—

“gelyste werknemers” werknemers soos in klousule 3 van hierdie Ooreenkoms (Woordomskriving) omskryf;
 “ongelyste werknemers” persone, uitgesonderd diegene onder “gelyste werknemers” bedoel, wat direk of in verband met die Nywerheid werksaam is of in diens geneem is, en werknemers van die vakverenigings en werkgewersorganisasies wat partye by hierdie Ooreenkoms is.

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

- (i) hy/sy maandeliks vooruit 'n bedrag bydra gelyk aan die werknemer en die werkgewer se bydraes soos in klousule 9 (1) en (3) voorgeskryf;
- (ii) van *bona fide*-gepensioeneerdes wat nie voltyds in diens is nie en wat minstens vyf jaar onmiddellik voor afrede bydraes tot die Fonds betaal het, vereis word om slegs die werknemer se deel van die bydraes te betaal soos in klousule 9 (1) voorgeskryf;
- (iii) van die weduwees van afgestorwe lede wat minstens vyf jaar onmiddellik voor hul dood bydraes tot die Fonds betaal het, wat self die afree-ouderdom bereik het, vereis word om slegs die werknemer se deel van die bydraes te betaal soos in klousule 9 (1) voorgeskryf;
- (iv) waar die vorige werkgewer van die afgetrede of afgestorwe lid die bydrae ten opsigte van sodanige afgetrede lid of die weduwee van genoemde afgestorwe lid ten volle of gedeeltelik wil betaal, niks in hierdie Ooreenkoms so uitgelê moet word dat dit genoemde partye belet om so 'n onderlinge reëling aan te gaan nie.

(4) Die bepalings van die Ooreenkoms word geag *mutatis mutandis* van toepassing te wees op persone wat ingevolge subklousule (3) en op diegene wat as “ongelyste werknemers” toegelaat is.

7. BEÏNDIGING VAN LIDMAATSKAP

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

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

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

(4) Lidmaatskap van die Fonds moet beëindig word—

- (a) sodra 'n lid nie meer in diens staan van of verbonde is aan die Nywerheid nie, weens omstandighede buite sy beheer: Met dien verstande dat 'n lid wat bydraes vir 13 agtereenvolgende weke net vóór sy werkloosheid betaal het, sonder betaling van bydraes en met die toestemming van die Bestuursraad, as 'n lid van die Fonds geag word vir 'n tydperk van agt weke met ingang van die datum van beëindiging van diens in die Nywerheid, mits hy gedurende hierdie tydperk nie in diens geneem was;
- (b) in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent ongeskik, heeltemal onbevoeg en nie in staat om in die Nywerheid te werk nie: Met dien verstande dat bevoegde afhanklikes van sodanige lede na goeëdunke van die Bestuursraad kan voortgaan om op bystand geregtig te wees op die voorwaardes wat hy bepaal;
- (c) in die geval van die likwidasie van die Fonds ooreenkomstig klousule 15 van hierdie Ooreenkoms.
- (5) 'n Lid van wie die lidmaatskap van die Fonds beëindig is, verbeur alle aanspraak op die Fonds en, indien lidmaatskap weer toegestaan word, moet hy geag word 'n algehele nuwe lid te wees, tensy die Bestuursraad anders besluit.

8. AFHANKLIKES

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

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

For purposes of this clause and of clause 9 of this Agreement—

“scheduled employees” shall be employees as defined in clause 3 of this Agreement (Definitions);

“unscheduled employees” shall be persons other than those referred to as “scheduled employees”, who are directly engaged or employed in or in connection with the Industry and employees of the trade unions and employer organisations which are parties to this Agreement.

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

- (i) he/she contributes, monthly in advance, an amount equal to the employee and employer contributions prescribed in clause 9 (1) and (3);
- (ii) *bona fide* pensioners who are not in full-time employment and who have paid contributions to the Fund for at least five years immediately prior to retirement be required to pay only the employee's share of the contributions as prescribed in clause 9 (1);
- (iii) widows of deceased members who paid contributions to the Fund for at least five years immediately prior to their death, who themselves are of retirement age, be required to pay only the employee's share of the contributions as prescribed in clause 9 (1);
- (iv) where the former employer of the retired or the deceased member wishes to pay the contributions in full or in part relating to such retired member or the widow of the said deceased member, nothing shall be construed in this Agreement to preclude such a mutual arrangement being entered into by the said parties.

(4) The provisions of the Agreement shall be deemed to apply *mutatis mutandis* to those persons admitted in terms of subclause (3) and to those admitted as “unscheduled employees”.

7. TERMINATION OF MEMBERSHIP

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

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

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

(4) Membership of the Fund shall terminate—

- (a) directly a member ceases to be employed and/or engaged in the Industry due to circumstances beyond his control: Provided that a member who has made contributions for 13 consecutive weeks immediately prior to unemployment, may, without payment of contributions and with the permission of the Board of Management, be deemed to be a member of the Fund for a period of eight weeks from the date of termination of employment in the Industry, provided he has not become employed during this period;
- (b) in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to work in the Industry: Provided that eligible dependants of such members may, in the discretion of the Board of Management, continue to be eligible for benefits under such conditions as it may determine;
- (c) in the event of the liquidation of the Fund in terms of clause 15 of this Agreement.

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

8. DEPENDANTS

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

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

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

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

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

(c) enige ander persoon wat die Bestuursraad goedkeur.

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

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

9. BYDRAES

(1) Bydraes moet deur werkgewers en werknemers betaal word vanaf die datum waarop hierdie Ooreenkomms in werking tree, soos hieronder bepaal word. Die werkgewer moet weekliks, met inbegrip van die weke wanneer die werknemer met verlof met besoldiging is, R5,40 van die loon van elke werknemer aftrek.

(2) Bydraes ooreenkomstig subklousule (1) kan van die lone van ongeslakte werknemers afgetrek word indien hulle skriftelik daarom aansoek doen.

(3) By die bedrae wat ooreenkomstig subklousules (1) en (2) afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die volle som vir elke maand aan die Raad stuur, saam met 'n staat in die vorm wat van tyd tot tyd voorgeskryf word. Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, gestuur word aan die Sekretaris van die Raad, Posbus 722, Durban.

(4) Indien 'n bedrag wat ingevolge hierdie klousule verskuldig is, teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nog nie deur die Raad ontvang is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly, bereken teen 1,75 persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad die bevoegdheid het om na goedgekeurde die betaling van sodanige rente, of gedeelte daarvan, kwyf te skeld.

10. BYSTAND

(1) 'n Lid is daarop geregtig om, behoudens die reëls van die Fonds, bystand van die Fonds soos volg te eis ten opsigte van mediese, tandheelkundige en gesigkundige dienste:

(a) betaling van koste, uitgesonderd koste vir tandheelkundige en gesigkundige dienste, van hoogstens altesaam R5 000 (met inbegrip van koste vir bevallings van hoogstens R350 per bevalling) in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(b) betaling van koste vir tandheelkundige dienste van altesaam hoogstens R200 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes;

(c) betaling van koste vir gesigkundige dienste van hoogstens altesaam R60 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes.

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

(3) Ondanks hierdie klousule en behoudens subklousule (4) is geen lid op bystand geregtig nie tensy hy 'n lidmaatskapboek besit en minstens 13 agtereenvolgende weke tot die Fonds bygedra het: Met dien verstande dat waar 'n lid nie meer in diens van die Nywerheid is nie, behalwe in die geval van werkloosheid ooreenkomstig klousule 7 (4) (a), hy met die oog op bystand weer as lid van die Fonds geag moet word nadat hy minstens 13 agtereenvolgende weke vanaf die datum van sy herindiensneming in die Nywerheid bygedra het: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n lid wat bevredigende bewys lewer dat hy/sy bystand ontvang het uit 'n mediese hulp-/bystandskema onmiddellik voordat hy/sy tot die Fonds begin bydra het.

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

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

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

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

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

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

9. CONTRIBUTIONS

(1) Contributions shall be made by the employers and employees as from the date of coming into operation of this Agreement as hereinafter provided. From the wages of each employee the employer shall deduct R5,40 per week, including weeks in which the employee is on paid leave.

(2) Contributions in accordance with subclause (1) may be deducted from the wages of unscheduled employees at their written request.

(3) To the amounts deducted in terms of subclauses (1) and (2), the employer shall add an equal amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed. The amount payable each month in terms of this clause shall be forwarded to the Secretary of the Council, P.O. Box 722, Durban, by not later than the 15th day of the month immediately following.

(4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1,75 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

10. BENEFITS

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

(a) Payment of expenses, other than expenses for dental services and optical services, not exceeding the amount of R5 000 (including payment of expenses for confinements up to a maximum of R350 per confinement) in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(b) payment of expenses for dental services not exceeding the amount of R200 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants;

(c) payment of expenses for optical services not exceeding an amount of R60 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants.

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

(3) Notwithstanding the provisions of this clause, and subject to subclause (4), no member shall be entitled to benefits unless he is in possession of a membership book and has made contributions to the Fund for at least 13 consecutive weeks: Provided that where a member ceases to be employed in the Industry other than in the case of unemployment in terms of clause 7 (4) (a), his membership of the Fund for purposes of benefits shall be deemed to recommence after he has made contributions for at least 13 consecutive weeks from his date of re-employment in the Industry: Provided further that this subclause shall not apply to a member who produces satisfactory evidence that he/she was in benefit in a medical aid/benefit scheme immediately prior to commencing contributions to the Fund.

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

(5) Die Bestuursraad kan na goedgekeurde ondanks die reëls van die fonds, *ex gratia*-betaling aan lede en/of hul afhanklikes maak, na gelang van die besondere omstandighede van elke geval.

11. ADMINISTRASIE VAN DIE FONDS

(1) Behoudens die algemene voorskrifte van die Uitvoerende Komitee van die Raad moet die Fonds deur 'n Bestuursraad (bestaande uit twee persone wat deur die werkgewersorganisasies en twee persone wat deur die vakverenigings benoem is) ooreenkomstig die reëls van die Fonds geadmistrreer word, wat onder andere die volgende bepaal:

- (a) Die Fonds se voordele en die vereistes daarvoor;
- (b) die prosedure in verband met die indien en uitbetaling van eise;
- (c) alle ander sake waaroor die Bestuursraad besluit.

(2) Die Bestuursraad beskik oor die bevoegdheid om reëls vir die administrasie van die Fonds te maak en te wysig. Kopieë van die reëls en alle wysigings daarvan wat nie onbestaanbaar met hierdie Ooreenkoms of 'n wet moet wees nie, moet by die Direkteur-generaal, Departement van Mannekrag, ingedien word.

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

(4) Die Bestuursraad kan enige of alle voordele weier en/of onthou aan 'n lid en/of sy afhanklikes wat volgens sy mening so opgetree het dat hy die belange van die Fonds of sy lede berekende of redelik moontlike skade aangedoen het: Met dien verstande dat so 'n lid die geleentheid gebied moet word om 'n beroep teen die besluit van die Bestuursraad voor te lê aan die Nywerheidsraad wie se uitspraak beslissend is.

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

(6) As die bedrag in die krediet van die Fonds te enige tyd tot minder as R1 000 daal, moet uitbetaling gestaak en nie hervat word voordat die bedrag in die krediet van die Fonds meer as R5 000 is nie: Met dien verstande dat, nadat uitbetalings hervat is, eise wat tydens sodanige tydperk ingestel is, in volgorde van ontvangs daarvan betaal word.

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

12. VRYWARING

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

13. FINANSIËLE BEHEER

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

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

- (a) In vaste deposito's of in spaarrekenings in 'n bank of bougenootskap wat deur die wette van die Republiek van Suid-Afrika beheer word;
- (b) in wissels, sertifikate, skuldbriewe of effekte deur die Regering van die Republiek van Suid-Afrika uitgereik of gewaarborg;
- (c) in deposito's in die Opspaarbank van die Republiek van Suid-Afrika;
- (d) in effekte van, of in lenings aan 'n plaaslike owerheid in die Republiek wat met regs persoonlikheid bekleed is of in die lewe geroep is deur 'n algemene of spesiale wet, ordonnansie of statutêre bepaling;
- (e) in skuldbriewe of effekte van 'n waterwerke, 'n elektrisiteitsvoorsienningskorporasie of 'n ander korporasie wat deur spesiale wetsbepalings in die lewe geroep is binne die Republiek van Suid-Afrika;
- (f) in bougenootskapaandeel of voorkeuraandeel van 'n maatskappy wat op die Johannesburgse Aandeelbeurs genoteer word;
- (g) in die aankoop van vaste eiendom, insluitende die aankoop van grond en die oprigting van geboue daarop;

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

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

11. ADMINISTRATION OF THE FUND

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

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

(2) The Board of Management (hereinafter referred to as the "Board") shall have power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Director-General, Department of Manpower.

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

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

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

(6) If at any time the amount to the credit of the Fund drops below R1 000, payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R5 000: Provided that upon payments being resumed, claims made during such period of suspension shall be met in the order in which they were received.

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

12. INDEMNITY

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

13. FINANCIAL CONTROL

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

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

- (a) In fixed deposits or savings accounts of any bank or building society governed by the laws of the Republic of South Africa;
- (b) in bills, bonds, certificates, debentures or stock issued or guaranteed by the Government of the Republic of South Africa;
- (c) in deposits in the Republic of South Africa Post Office Savings Bank;
- (d) in stock of, or in loans to any local authority in the Republic incorporated or constituted by or under any general or special statute, ordinance or statutory enactment;
- (e) in debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;
- (f) in building society shares or preference shares of any company quoted on the Johannesburg Stock Exchange;
- (g) in the purchase of immovable property, including the purchase of land and the erection of buildings thereon;

- (h) in eerste verbande op vaste eiendom in die Republiek van Suid-Afrika of deelname aan sodanige verbande op voorwaardes wat die Bestuursraad van tyd tot tyd voorskryf. Geen geld mag voorgeskiet word, met vaste eiendom wat alreeds onder verband staan as sekuriteit nie, tensy die vorige verband ten gunste van die Fonds is: Met dien verstande altyd dat die bedrag van die lening nie meer is as 75 persent van die markwaarde van die betrokke eiendom, soos deur 'n beëdigde waardeerder vasgestel nie.
- (3) Die Bestuursraad kan 'n bankoortrekking aangaan of van ander partye, op voorwaardes waarop daar ooreengekom word, dié bedrag leen wat die Bestuursraad van tyd tot tyd goedkeur, met die doel om die geld wat nodig is vir enige doel van die Fonds te verkry.
- (4) Alle sekuriteite, verbande, transportaktes en ander dokumente moet op naam van die Fonds geregistreer word, en mag nie oorgedra, vervreem of andersins van die hand gesit word nie, behalwe met die goedkeuring van die Bestuursraad. Die Bestuursraad moet vier lede van die Raad as ondertekenaars vir bogenoemde doel benoem, en die handtekeninge van enige twee van hulle is voldoende vir die doel om uitvoering aan die besluit van die Bestuursraad te gee. Sodanige ondertekenaars beklee die amp vir 'n onbepaalde tydperk of vir dié tydperk wat die Bestuursraad tydens hulle aanstelling bepaal.
- (5) Die Bestuursraad moet volledige en ware rekeninge van die Fonds laat hou en sodanige rekeninge moet gebalanseer en deur 'n openbare rekenmeester geouditeer word soos dit staan op 31 Desember van elke jaar.
- (6) Die Bestuursraad moet 'n jaarverslag oor die werking van die Fonds, tesame met die kopie van die ouditeur se verslag en 'n balansstaat van die Fonds en 'n inkomste-en-uitgawerekening vir die boekjaar wat op elke 31 Desember eindig, voorlê, wat jaarliks sodra dit beskikbaar is, aan die Direkteur-generaal van Mannekrag en die partye by hierdie Ooreenkoms geos en vir die inligting van die werkgewers en lede op sodanige wyse as wat die Bestuursraad van tyd tot tyd bepaal, gepubliseer moet word.
- (7) Die Bestuursraad moet rekords van die Fonds hou sodat 'n aktuariële waardering te eniger tyd gemaak kan word. Dié state moet ook alle ander besonderhede en inligting bevat wat die Bestuursraad wenslik ag. Die uitslag van 'n aktuariële waardering moet in 'n verslag saamgevat en aan die Bestuursraad voorgelê word. Die partye by die Ooreenkoms moet van 'n kopie van sodanige verslag (verslae) voorsien word.
- (8) Die Bestuursraad moet ook vir die inligting van werkgewers en lede besonderhede van die verslag in subklousule (7) bedoel, of 'n opsomming daarvan publiseer in 'n vorm en op 'n wyse soos deur die Bestuursraad besluit.
- (9) Die uitgawes in verband met, of meegebring deur die instelling van die Fonds, of deur die bestuur of administrasie van die Fonds, en deur die belegging daarvan, insluitende die koste van audit en aktuariële ondersoek, moet deur die Fonds gedra word.
- (10) Alle kontrakte wat die Fonds aangaan en wat die Fonds bind, moet deur die Bestuursraad aangegaan word, en alle dokumente in verband daarmee, moet deur minstens twee lede van die Bestuursraad, wat behoorlik deur die Bestuursraad gemagtig is, onderteken word.
- (11) Die Fonds moet gekrediteer of gedebiteer word, na gelang van die geval, met alle winste of verliese wat voortspruit uit die realisasie van beleggings van die Fonds.
- (h) in first mortgage upon immovable property in the Republic of South Africa or participation in such mortgage bonds on conditions laid down by the Board from time to time. No moneys shall be advanced on the security of immovable property which is subject to a prior mortgage bond unless such prior mortgage bond is in favour of the Fund: Provided always that the total of the loan shall not exceed 75 per cent of the market value of the property concerned, as determined by a sworn appraiser.
- (3) The Board may obtain an overdraft from a bank or borrow from other parties, on such terms as may be agreed upon, such sum as may be approved from time to time by the Board for the purpose of acquiring the money necessary for any purpose of the Fund.
- (4) All securities, mortgage bonds, title deeds and other documents shall be registered in the name of the Fund and shall not be transferred, alienated or otherwise disposed of except with the approval of the Board. The Board shall nominate signatories for the above purpose, the signatures of any two of whom shall be sufficient for the purpose of giving effect to the resolutions of the Board. Such signatories shall hold office indefinitely or for such period as the Board, when appointing them, shall designate.
- (5) The Board shall cause full and true accounts of the Fund to be kept, such accounts to be balanced and audited by a public accountant as at 31 December of each year.
- (6) The Board shall present an annual report on the working of the Fund, together with a copy of the auditor's report and balance sheet of the Fund and a statement of the revenue and expenditure for the financial year ending each 31 December, which shall be posted annually as soon as available to the Director-General, Department of Manpower, and the parties to this Agreement and published for the information of the employers and members by such means as the Board may from time to time determine.
- (7) The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time. Such records shall give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report(s).
- (8) The Board shall also publish for the information of employers and members particulars of the report referred to in subclause (7) or a summary thereof in such form and by such means as the Board may determine.
- (9) The expenses in connection with or incidental to the inauguration of the Fund or the management or administration of the Fund and to the investment thereof, including the cost of audit and actuarial investigation, shall be borne by the Fund.
- (10) All contracts entered into by the Fund and binding the Fund shall be entered into by the Board and all documents in respect thereof shall be signed by not less than two members of the Board duly authorised by the Board.
- (11) Any profits or losses entailed in the realisation of investments of the Fund shall be to the credit or debit of the Fund, as the case may be.

14. VERSTRYKING VAN DIE OOREENKOMS

- (1) Ooreenkoms wat deur die Minister as bindend verklaar word kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, en wat hierdie Ooreenkoms vervang of opvolg, kan voorsiening maak vir die kontinuïteit en administrasie van die Fonds.
- (2) Indien hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk, moet die Bestuursraad wat laaste die amp beklee die Fonds administreer tot tyd en wyl dit of ooreenkomstig klousule 15 afgehande is of die Nywerheidsraad dit oorgedra het aan 'n ander fonds wat vir dieselfde doel ingestel is waarvoor hierdie Fonds in die lewe geroep is.
- (3) In die geval van die ontbinding van die Nywerheidsraad of ingeval dit ophou om te funksioneer ooreenkomstig artikel 34 (2) van die Wet, tydens 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Bestuursraad voortgaan om die Fonds te administreer en die lede van die Bestuursraad op die datum waarop die Nywerheidsraad ophou om te funksioneer of ontbind word, word geag lede daarvan vir dié doel te wees: Met dien verstande egter dat vakatures wat in die Bestuursraad ontstaan, deur die Registrateur gevul kan word uit die geledere van werkgewers of werknemers in die Elektrotegniese Nywerheid (Natal), om 'n gelyke aantal verteenwoordigers en plaasvervangers van werkgewers en werknemers in die ledetal van die Bestuursraad te verseker.
- (4) Ingeval die Bestuursraad nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt daaroor bereik word wat die administrasie van die Fonds onuitvoerbaar of onwenslik maak na die mening van die Registrateur, kan hy 'n trustee of trustees aanstel om die pligte van so 'n Bestuursraad uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van so 'n Bestuursraad vir dié doel.
- (1) Any agreement declared by the Minister to be binding in terms of section 48 of the Labour Relations Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the Fund.
- (2) Should this Agreement expire by effluxion of time or any other reason the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of clause 15 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.
- (3) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period within which this Agreement is binding, the Board of Management shall continue to administer the Fund and the members of such Board at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose: Provided, however, that any vacancies occurring on such Board may be filled by the Registrar from employers or employees in the Electrical Industry (Natal) to ensure an equality of employer and employee representatives and alternates in the membership of the Board.
- (4) In the event of the Board of Management being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Board of Management and who shall possess all the powers of such Board for the purpose.

14. EXPIRY OF THE AGREEMENT

15. LIKWIDASIE

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

16. VOORDELE ONVERVREEMBAAR

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

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

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

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

17. AGENTE

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

18. VRYSTELLINGS

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

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad, Posbus 722, Durban, gedoen word.

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

19. VERTONING VAN OOREENKOMS

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

Soos gemagtig, vir en namens die partye op hede die tweede dag van Augustus 1983 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

M. GEORGE, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

15. LIQUIDATION

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

16. BENEFITS INALIENABLE

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

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

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

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

17. AGENTS

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

18. EXEMPTIONS

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

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 722, Durban.

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

19. EXHIBITION OF AGREEMENT

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

Signed at Durban as authorised, for and on behalf of the parties, this 2nd day of August 1983.

B. NICHOLSON, Chairman of the Council.

M. GEORGE, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

INHOUD

No.	Bladsy No.	Staatskoerant No.
GOEWERMENSKENNISGEWING		
Mannekrag, Departement van Goewermenskennisgewing		
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