



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3717

PRYS 40c PRICE

REGULATION GAZETTE No. 3717

Plus AVB/GST

As 'n Nuusblad by die Poskantoor Geregistreer

UITELANDS 50c ABROAD

Registered at the Post Office as a Newspaper

POSVRY · POST FREE

Vol. 228

PRETORIA, 22 JUNIE 1984
JUNE

No. 9272

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1218

22 Junie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-LONDON.—SIEKTEBYSTANDFONDSOOREEN-
KOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van
Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op
Arbeidsverhoudinge, 1956, dat die bepalings van die
Ooreenkoms wat in die Bylae hiervan verskyn en betrek-
king het op die Onderneming, Nywerheid, Bedryf of
Beroep in die opskrif by hierdie kennisgewing vermeld,
met ingang van die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir die tydperk
wat op 30 Junie 1988 eindig, bindend is vir die werkge-
wersorganisasies en die vakverenigings wat genoemde
Ooreenkoms aangegaan het en vir die werkgewers en
werknemers wat lede van genoemde organisasie of veren-
iging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat
die bepalings van genoemde Ooreenkoms, uitgesonderd
dié vervat in klousules 1 (1) (a), 2, 17 en 18, met ingang
van die tweede Maandag na die datum van publikasie van
hierdie kennisgewing en vir die tydperk wat op 30 Junie
1988 eindig, bindend is vir alle ander werkgewers en
werknemers as dié genoem in paragraaf (a) van hierdie
kennisgewing wat betrokke is by of in diens is in ge-
noemde Onderneming, Nywerheid, Bedryf of Beroep in
die gebiede in klousule 1 van genoemde Ooreenkoms
gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
OOS-LONDON**

SIEKTEBYSTANDFONDSOOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die

East London Master Builders' and Allied Trades Association

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1218

22 June 1984

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE BUILDING INDUS-
TRY, EAST LONDON.—SICK PAY FUND AGREE-
MENT

I, Pieter Theunis Christiaan du Plessis, Minister of Man-
power, hereby—

(a) in terms of section 48 (1) (a) of the Labour Rela-
tions 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 the second Monday after the
date of publication of this notice and for the period ending
30 June 1988, upon the employers' organisation and the
trade unions which entered into the said Agreement and
upon the employers and employees who are members of
the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare
that the provisions of the said Agreement, excluding those
contained in clauses 1 (1) (a), 2, 17 and 18, shall be
binding, with effect from the second Monday after the
date of publication of this notice and for the period ending
30 June 1988, upon all employers and employees, other
than those referred to in paragraph (a) of this notice, who
are engaged or employed in the said Undertaking, Indus-
try, Trade or Occupation in the areas specified in clause 1
of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, EAST
LONDON**

SICK PAY FUND AGREEMENT

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

East London Master Builders' and Allied Trades Association

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

Amalgamated Union of Building Trade Workers of South Africa
(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is;

(b) in die landdrosdistrik Oos-Londen (uitgesonderd daardie gedeelte wat ingevolge Goewermentskennisgewing 1877 van 4 September 1981, oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op werknemers wat werksaam is in die Nywerheid vir wie lone in klousule 4 (1) (c) (f) van die Hoof-ooreenkoms voorgeskryf word, en op voormanne en algemene voormanne.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Die Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel, en bly van krag vir 'n tydperk van vier 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 Arbeidsverhoudinge, 1956, of in die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in daardie dokumente, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"agent" 'n persoon wat ooreenkomstig artikel 62 (7) van die Wet op Arbeidsverhoudinge 1956, deur die Raad aangestel is;

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

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

"voorman" 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid werksaam is, maar wat ook ambagsman se werk kan doen; en/of

(b) werk aan ander werknemers onder sy beheer en toesig uitdeelt; en/of

(c) dissipline handhaaf; en/of

(d) regstreeks aan 'n algemene voorman of aan sy werkgewer verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"algemene voorman" 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid in diens is; en

(b) in beheer van 'n kontrak of kontrakte is; en

(c) werk uitdeelt aan ander werknemers onder sy beheer en toesig; en

(d) dissipline handhaaf; en

(e) regstreeks aan sy werkgewer verantwoordelik is vir doeltreffendheid en produksie op die terrein; en

(f) van wie daar nie vereis word om ambagsman se werk te doen nie, behalwe in 'n onderrighoedanigheid;

"ongeskiktheid" onvermoë om te werk weens siekte of besering wat nie in klousule 9 uitgesluit is nie;

"Hoof-ooreenkoms" enige geldige ooreenkoms vir die Bounywerheid, Oos-Londen, 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 as sodanig deur die Raad ingevolge klousule 13 van hierdie Ooreenkoms aangestel word om die Siektebystandsfonds te administreer;

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

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

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

Amalgamated Union of Building Trade Workers of South Africa

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

being the parties to the Industrial Council for the Building Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by all employers and employees who are members of the employers' organisation and the trade union, respectively;

(b) in the Magisterial District of East London (excluding that portion which was in terms of Government Notice 1877 of 4 September 1981, transferred from Ciskei).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to employees employed in the industry for whom wages are prescribed in clause 4 (1) (c) to (f) of the Main Agreement, and to foremen and general foremen.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

"agent" means a person appointed by the Council in terms of the provisions of section 62 (7) of the Labour Relations Act, 1956;

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

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

"foreman" means an employee who—

(a) is employed in a supervisory capacity, but who may also be doing artisan's work; and/or

(b) gives out work to other employees under his control and supervision; and/or

(c) maintains discipline; and/or

(d) is directly responsible to a general foreman or to his employer for efficiency and production on site;

"general foreman" means an employee who—

(a) is employed in a supervisory capacity; and

(b) is in charge of a contract or contracts; and

(c) gives out work to other employees under his control and supervision; and

(d) maintains discipline; and

(e) is directly responsible to his employer for efficiency and production on site and

(f) is not required to do artisan's work except in an instructional capacity;

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

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

"Management Committee" or "Committee" means the Committee appointed as such by the Council in terms of clause 13 of this Agreement to administer the Sick Pay Fund;

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

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

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

"militêre diens" enige diens of plig wat verrig of opleiding wat ondergaan word in 'n afdeling van die Suid-Afrikaanse Weermag;

"reëls" die reëls van die Fonds of alle wysigings daarvan;

"sekretaris" die sekretaris van die Siektebystandsfonds en omvat dit alle beamptes wat deur die Raad aangestel word om namens die sekretaris op te tree;

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

"seël" die amptelike seël wat deur die Sekretaris van die Raad uitgereik word ten opsigte van elke gesamentlike hydrae van 'n lid en 'n werkgever wat aan die Fonds betaal word ingevolge klousule 8 van hierdie Ooreenkoms;

"siekte" omvat ook kwale en ongeskiktheid weens besering;

"werkdag" enige dag ten opsigte van die gewone werkure voorgeskryf in die Hoof-ooreenkoms, uitgesonderd Saterdag, Sondag, Gelofte-dag, Kersdag en Nuwejaarsdag en die jaarlikse verlof tydperk voorgeskryf in die Hoof-ooreenkoms.

4. SIEKTEBYSTANDSFONDS

(1) 'n Siektebystandsfonds word hierby ingestel wat bekendstaan as die Siektebystandsfonds vir die Bounywerheid, Oos-Londen (hierna die "Fonds" genoem), met die doel om die bystand te verskaf wat in hierdie Ooreenkoms gespesifiseer word.

(2) Die Fonds bestaan uit—

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

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

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

5. OOGMERKE

Die oogmerke van die Fonds is—

(1) om lede te vergoed vir verlies aan verdienste wat ontstaan uit werkloosheid veroorsaak deur siekte of ongeluk;

(2) om gratifikasies en/of jaargelde vir lede ingeval van permanente ongeskiktheid te oorweeg; en

(3) om alles te doen wat nodig is vir, gepaard gaan met of bevorderlik is vir die welsyn van lede en vir die bereiking van genoemde doelstellings.

6. LIDMAATSKAP

Lidmaatskap van die Fonds is verpligtend vir alle algemene voormanne, voormanne, ambagsmanne, bedieners van kragkrane, werkman graad I en werkman graad II, en drywers van meganiese voertuie.

7. SIEKTEBYSTANDSTOELAE

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

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

8. BYDRAES

(1) Elke werkgever moet ten opsigte van—

(a) elke algemene voorman, voorman en ambagsman 'n bedrag van 84c per week aan die Fonds betaal;

(b) alle ander werknemers in klousule 6 van hierdie Ooreenkoms bedoel 42c per week aan die Fonds betaal;

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

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

(3) Die Sekretaris van die Raad moet aan elke werkgever '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 6 bedoel 'n seël uitreik wat deur hom gerojear is met die werkgever se naam, datum van uitreiking en die naam van die werknemer.

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

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

"rules" means the rules of the Fund and any amendments thereto;

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

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

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

"sickness" shall include diseases and incapacity due to injury;

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

4. SICK PAY FUND

(1) There is hereby established a Sick Pay Fund known as the East London Building Industry Sick Pay Fund (hereinafter referred to as the "Fund") for the purpose of providing the benefits specified in this Agreement.

(2) The Fund shall consist of—

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

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

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

5. OBJECTS

The objects of the Fund shall be—

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

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

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

6. MEMBERSHIP

Membership of the Fund shall be compulsory for all general foremen, foreman, artisans, operators of power cranes, operators, Grade I and Grade II and drivers of mechanical vehicles.

7. SICK PAY ALLOWANCE

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

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

8. CONTRIBUTIONS

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

(a) general foreman, foreman and artisan, an amount of 84c per week;

(b) all other employees referred to in clause 6 of this Agreement, 42c per week;

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

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

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

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

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

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

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

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

(9) Die bydraes van die werkgewer of die werknemer is nie aan die werkgewer of die werknemer terugbetaalbaar nadat die seëls eenmaal aan 'n werknemer uitgereik is of nadat die bedrag alreeds aan die Sekretaris van die Raad oorbetal is nie, behalwe in die geval van terugbetalings aan werkgewers wat meer seëls aangekoop het as wat 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 verky is as in hierdie Ooreenkoms bepaal, word aan die algemene fondse van die Raad verbeur.

(11) Elke werknemer op wie die Hofooreenkoms van toepassing is, moet binne 21 dae nadat hy in die Nywerheid diens aanvaar het aansoek doen om 'n bydraekaart, en elke werkgewer vir wie 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 goedgekeurde seël en bydraekaart in hierdie klousule bedoel kombineer met alle ander seëls en bydraekaarte wat alreeds deur die Raad uitgereik is ten opsigte van ander fondse wat deur die Raad geadministreer word, en dit moet dié vorm aanneem wat die Raad van tyd tot tyd bepaal.

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

(14) 'n Werkgewer wat versuim om die werklike bedrag te betaal wat elke week ingevolge hierdie klousule betaalbaar is, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal benewens die bedrag wat te min betaal is.

9. BETALING VAN BYSTAND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) The contributions of the employer or the employee shall not be refundable to the employer or the 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 sub-clause (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) An application for a contribution card shall be made by every employee upon whom the provisions 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 in its discretion combine the stamp and contribution card referred to in this clause with any other stamps and contribution cards already issued by the Council in respect of any other funds administered by it, and these shall be in such form as may be determined by the Council from time to time.

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

(14) An employer who fails to pay the actual amount due each week in terms of this clause shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

9. PAYMENT OF BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Die Fonds sal aanspreeklik wees vir die betaling van die geneesheer se rekening in gevalle waar die Fonds die werknemer vir in mediese ondersoek verwys het. Ingeval die werknemer nie die bestelling nakom nie sal hy aanspreeklik gehou word vir die geneesheer se gelde.

(j) Ondanks andersluidende bepalings in hierdie kousule, moet betaling van siektebystand weerhou word van 'n lid wat, nadat hy deur die sekretaris van die Fonds skriftelik versoek is, in gebreke bly of weier om 'n mediese ondersoek te ondergaan deur 'n tandarts of 'n mediese praktisyn deur die Raad aangestel, of wat in gebreke bly om ander redelike bepalings van die Fonds na te kom.

(k) In gevalle waar lede die Republiek van Suid-Afrika verlaat sal betaling slegs na goeddunke van die Raad gemaak word.

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

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

60 % van die loon vir hom voorgeskryf per werkdag, vir 'n tydperk van 15 werkdag; daarna 30 % van die loon vir hom voorgeskryf per werkdag vir 50 werkdag en daarna, met die Raad se goedkeuring, 15 % van die loon vir hom voorgeskryf per werkdag vir 'n tydperk van 65 werkdag. (Bogenoemde betaling moet afgerond word tot die naaste 50 sent.);

(ii) 'n werknemer wat ooreenkomstig subkousule (1) in aanmerking kom vir bystand, is geregtig om van die Fonds 'n seël te ontvang soos in die Ooreenkoms vir sy kategorie voorgeskryf, indien hy gedurende 'n week waarin hy as gevolg van siekte of besering nie kon werk nie, nie 'n seël ontvang het nie. Geen seël moet vir die tydperk van die amptelike jaarlikse boureses uitgereik word nie;

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

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

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

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

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

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

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

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

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

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

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

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

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

The Fund will be responsible for payment of the doctor's account where the Fund has referred the employee for a medical examination. In the event of the employee failing to keep such appointment, he will be held responsible for payment of the fee charged by the doctor for the appointment not kept.

(j) Notwithstanding anything to the contrary contained in this clause, payments of sick benefits shall be withheld from a member who, after being requested to do so in writing by the secretary of the Fund, omits or refuses to undergo a medical examination by a dentist or medical practitioner appointed by the Council, or who fails to comply with any other reasonable requirement of the Fund.

(k) In cases where members leave the Republic of South Africa, payment shall be made only in the discretion of the Council.

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

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

60 % of the wage prescribed for him per working day, for a period of 15 working days; thereafter 30 % of the wage prescribed for him per working day for 50 working days and thereafter, with the Council's permission, 15 % of the wage prescribed for him per working day for a period of 65 working days. (The above payment to be rounded off to the nearest 50 cents.);

(ii) an employee who is eligible for benefits in terms of subclause (1) shall be entitled to receive from the Fund a stamp as prescribed in the Agreement for his category, if during any week in which he is unable to work on account of sickness or injury he has not received a stamp. No stamp shall be issued in respect of the period of the official annual building recess;

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

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

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

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

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

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

(ac) werknemers wat bystand ontvang soos voorgeskryf in subklousule (2) (a) (i) en (ii) wat permanent ongeskik en nie in staat is om hul ambag en/of beroep te beoefen nie.

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

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

10. BYSTAND PER ABUIB BETAAL

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

11. BYSTAND IS ONVERVREEMBAAR

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

12. VRYSTELLINGS

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

(2) Die Raad of Bestuurskomitee moet, ten opsigte van enigiemand aan wie vrystelling kragtens hierdie klousule verleen word, 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, 'n 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 Stifikaat is nie geldig in 'n ander gebied as dié waarvoor dit uitgereik is nie.

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

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

13. ADMINISTRASIE

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

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

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

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

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

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

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

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

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

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

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

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

10. BENEFITS PAID IN ERROR

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

11. BENEFITS INALIENABLE

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

12. EXEMPTIONS

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

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

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

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

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

13. ADMINISTRATION

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

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

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

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

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

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

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

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

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

(c) om geld wat nie onmiddellik nodig is vir die doeleindes van die Fonds nie, te belê op die wyse bepaal in klousule 14 (3) en om sodanige beleggings te wysig of te realiseer;

(d) om sekretarisse, mediese adviseurs en prokureurs aan te stel, te besoldig en hul aanstelling te beëindig en om enigiemand vir die doeleindes van die Fonds in diens te neem, te besoldig en sy diens te beëindig;

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

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

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

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

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

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

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

14. FINANSIES

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

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

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

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

(b) Nasionale Spaarsertifikate;

(c) poskantoorpaarrekening of -sertifikate;

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

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

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

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

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

(i) op 'n ander wyse wat die Nywerheidsregistrator goedkeur.

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

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

(6) *Ouditeuring van die Fonds.*—(a) Die Raad moet 'n openbare rekenmeester of rekenmeesters aanstel wat die Fonds se rekeninge minstens een maal per jaar moet ouditeer en voor of op 30 Maart van elke jaar 'n staat moet voorlê wat die volgende toon:

(i) Al die geld wat ooreenkomstig hierdie klousule ontvang is;

(ii) uitgawes onder alle hoofde aangegaan gedurende die voorafgaande 12 maande wat op 31 Desember geëindig het, tesame met 'n balansstaat wat die bates en laste van die Fonds op dié datum toon.

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

(a) To receive, administer and apply the moneys of the Fund;

(b) to open and operate a banking account or accounts in the name of the Fund;

(c) to invest moneys not immediately required for the purpose of the Fund in the manner provided for in clause 14 (3) and to vary or realise any such investments;

(d) to appoint, remunerate and terminate the appointment of secretaries, medical advisers and attorneys and to employ, remunerate and terminate the employment of any person for the purposes of the Fund;

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

(f) to make regulations prescribing the form and the manner in which applications for the award of benefits shall be lodged and dealt with by the fund;

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

(h) to do all such other acts or things as, in the opinion of the Committee, are conducive to the attainment of all or any of the above objects.

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

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

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

14. FINANCE

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

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

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

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

(b) National Savings Certificate;

(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 Africa Reserve Bank stocks; or

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

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

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

(6) *Audit of the Fund.*—(a) A public accountant or public accountants shall be appointed by the Council and shall audit the accounts of the Fund at least once annually and not later than 30 March in each year present a statement showing—

(i) all moneys received in terms of the provisions of this clause;

(ii) expenditure incurred under all headings during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

(b) Die geouditeerde staat en die balansstaat van die Fonds moet daarna vir insae op die Raad se kantoor lê en kopieë daarvan, behoorlik deur die ouditeur gewaarmerk en deur die Voorsitter van die Raad medeonderteken, tesame met die verslag van die ouditeur daaroor, moet binne drie maande ná die afsluiting van die tydperk wat deur dié staat en balansstaat gedek word aan die Direkteur-generaal van Mannekrag voorgelê word.

(7) Die gesertifiseerde rekenings en staat en die ouditeursverslag daaroor moet daarna op die kantoor van die Raad ter insae lê, en kopieë daarvan moet binne drie maande na die afsluiting van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag gestuur word.

(8) Indien die bedrag in die krediet van die Siektebystandsfonds te eniger tyd benede R15 000 daal, moet die betaling van bystand opgeskort word en mag betaling nie hervat word nie voordat die bedrag in die krediet van die Siektebystandsfonds die R20 000-kerf bereik het. Met dien verstande dat, wanneer die betaling van bystand weer hervat word, eise wat gedurende dié tydperk ingedien is, betaal moet word in die volgorde waarin hulle ontvang is.

15. VERSTRYKING VAN DIE OOREENKOMS

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verval en daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe Ooreenkoms aangegaan word waarin daar voorsiening gemaak word vir die voortsetting van die Fonds nie, of indien die Fonds nie in 'n sodanige tydperk oorgedra word na 'n ander fonds wat in die lewe geroep is vir dieselfde doel as dié waarvoor die Fonds ingestel is nie, moet die Fonds ingevolge klousule 16 deur die Bestuurskomitee gelikwideer word. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit oorgedra word na 'n ander fonds hierbo bedoel of deur 'n latere ooreenkoms voortgesit word deur die Bestuurskomitee geadministreer word.

(2) Indien die Raad ontbind sou word of ophou funksioneer gedurende enige bepaalde tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds verder geadministreer word deur die Bestuurskomitee wat dan aan die roer is. 'n Vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, en wel op so 'n wyse dat 'n gelyke getal werkgewers- en werknemers-teenwoordigers 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 16 van hierdie Ooreenkoms gelikwideer word deur die Komitee wat dan aan die roer is of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

16. LIKWIDASIE VAN DIE FONDS

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

(a) drie agtstes betaal word aan die werkgewersorganisasie 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 sodanige organisasie soos op die datum van likwidasië; en

(b) vyf agtstes betaal word aan die vakvereniging 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 vakvereniging verdeel word in verhouding tot die volwaardige lede van die vakvereniging soos op die datum van likwidasië; die uitdrukking "volwaardige lede" omvat dié lede wat deur hierdie Ooreenkoms gedek word.

17. AGENTE

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

18. VAKVERENIGINGORGANISEERDERS

(1) Organiseerders van die vakvereniging het die reg om gedurende gewone werkeure gesprekke te voer met lede van die vakvereniging 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.

(b) The audited statement and balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Manpower within three months of the close of the period covered by such statement and balance sheet.

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

(8) If at any time the amount standing to the credit of the Sick Pay Fund falls below R15 000, payment of benefits shall be suspended and further payment shall not recommence, until the amount standing to the credit of the Sick Pay Fund has reached R20 000: Provided that, upon payment of benefits being resumed, claims made during such period shall be met in the order in which they were received.

15. EXPIRATION OF THE AGREEMENT

(1) Upon the expiration of this Agreement or any extension thereof and a subsequent Agreement providing for the continuation of the Fund not being negotiated within two years from the expiration of this Agreement or any extension thereof, or the Fund not being transferred within such period to any other fund constituted for the same purpose as that for which the Fund was established, the Fund shall be liquidated by the Management Committee in terms of clause 16. The Fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement be administered by the Management Committee.

(2) In the event of the dissolution of the Council or in the event of 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 from employers or employees, as the case may be, so as to ensure an equality of employers' and employees' representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes. In the event of there being no Council in existence upon the expiration of this Agreement, the Fund shall be liquidated in terms of clause 16 of this Agreement by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

16. LIQUIDATION OF THE FUND

Upon liquidation of the Fund in terms of clause 15 hereof, and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be paid in to the general funds of the Council to be used for a similar purpose to that for which the original Fund was established; or if there is no Council in existence—

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

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

17. AGENTS

The Council may appoint one or more specified persons as agents, to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, as may be necessary to institute and complete such enquiries, to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed. No person shall make a false statement to such agent during the course of his investigations. When exercising the powers conferred upon him by this clause, an agent may be accompanied by an interpreter.

18. TRADE UNION ORGANISERS

(1) Organisers of the trade union shall have the right to interview members of the union 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) Elke werkgewer moet aan sy werknemers wat verteenwoordigers in die Raad is alle redelike geleenthede verskaf om hul pligte in verband met Raadsvergaderings na te kom.

19. VERTONING VAN OOREENKOMS

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

20. TOEPASSING VAN OOREENKOMS

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

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

21. VRYWARING

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.

Namens die partye op hede die 10de dag van Februarie 1984 te Oos-Londen onderteken.

G. H. DODD, Voorsitter.

R. A. MATHIESON, Lid van die Raad.

G. R. REED, Sekretaris.

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

19. EXHIBITION OF AGREEMENT

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

20. APPLICATION OF AGREEMENT

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

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

21. INDEMNITY

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

Signed at East London, on behalf of the parties, this 10th day of February 1984.

G. H. DODD, Chairman.

R. A. MATHIESON, Member of Council.

G. R. REED, Secretary.

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