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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2829

27 Desember 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, 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 hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Januarie 1986 en vir die tydperk wat op 31 Desember 1990 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.

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

BYLAE

MEDIESE HULPFONDS OOREENKOMS VIR DIE METAALNYWERHEDE

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineer's and Founders' Association
Constructional Engineering Association
Domestic Appliance manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2829

27 December 1985

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGI-
CAL INDUSTRY.—METAL INDUSTRIES MEDICAL
AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, 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 1 January 1986 and for the period ending 31 December 1990, 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.

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

SCHEDULE

METAL INDUSTRIES MEDICAL AID FUND AGREEMENT

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

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association of South Africa
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal

Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

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

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing op en moet dit oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing op werkgewers en hul werknemers wat saam met die werkgever deelnemers is in 'n skema wat mediese bystand verskaf en wat bestaan het op 18 Julie 1966, en waartoe die betrokke werkgever 'n gedeeltelike bydrae maak ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word terwyl sodanige skema in werking bly en genoemde werkgever en werknemers voortgaan om deelnemers in die skema te wees en die werkgever voortgaan om 'n gedeeltelike bydrae ten opsigte van elke sodanige werknemer te betaal.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasgestel word en bly van krag vir 'n tydperk van vyf jaar of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings van sodanige Wet, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vroue in; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

Heavy Engineering Manufacturers' Association
 Iron and Steel Producers' Association of South Africa
 Lift Engineering Association of South Africa
 Light Engineering Industries Association of South Africa
 Materials Handling Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastics Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association
 S.A. Association of Shipbuilders and Repairers
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

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

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay, by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions, respectively.

(2) The terms of this Agreement shall not apply to employers and their employees who are participating with the employer in any scheme providing medical benefits in existence as at 18 July 1966, to which the employer concerned contributes part of the contributions for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay part of the contributions for each such employee.

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

2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may 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 five years or for such period as the Minister may determine.

3. DEFINITIONS

Any expression used in this Agreement which is defined in the Act shall have the same meaning as in that Act. Any reference to an Act shall include any amendment to such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"vakleerling" 'n werknemer in diens ooreenkomstig 'n skriftelik leerkontrak wat deur die Raad erken word of 'n leerkontrak geregistreer ingevolge die Wet op Mannekragopleiding, 1981;

"Bestuursraad" die Bestuursraad soos na verwys in klousule 11 van hierdie Ooreenkoms;

"kontinuasielid" 'n persoon wie se aansoek om voortgesette bydraes te lewer ingevolge klousule 6 (3) hiervan deur die Bestuursraad aanvaar is en wat die vereiste bydraes maak;

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

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

"werknemer" 'n werknemer in diens—

(a) wat eenige van die klasse werk verrig wat ingedeel is in die Hoof-ooreenkoms teen 'n uurloon van nie minder as die uurloon wat van tyd tot tyd voorgeskryf word vir Loon DDD werk; of

(b) op werk wat in enige ooreenkoms van krag in die Nywerhede ingedeel is teen 'n uurloon van nie minder as die uurloon wat van tyd tot tyd voorgeskryf word in die Hoof-ooreenkoms vir Loon DDD werk; of

(c) wat operatiewe prosesse verrig en 'n loon ontvang van nie minder as die gespesifiseerde uurloon wat van tyd tot tyd voorgeskryf word in die Hoof-ooreenkoms vir Loon D werk hetsy weekliks of maandeliks besoldig; of

(d) as 'n vakleerling, behoudens die bepalings van klousule 9 (4) van hierdie Ooreenkoms;

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

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

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

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

"Elektrotegniese Ingenieursnywerheid"—

(a) die vervaardiging en/of montering, uit onderdele, van elektriese uitrusting, naamlik 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-, bevroings- en verkoelings-uitrusting, transformators, oonduitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarin gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit die vervaardiging van komponente van bogenoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo genoem, in die Provinsies van Transvaal en Natal (uitgesonderd enige gedeelte van die gebied wat deel vorm van die grondgebied van self-regerende Kwa-Zulu), maar omvat dit nie die Elektrotegniese Aannemingsnywerheid nie;

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

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

"Hoof-ooreenkoms" die Ooreenkoms wat by Goewermentskennisgewing R. 1329 van 27 Junie 1980 gepubliseer is en omvat dit enige daaropvolgende Ooreenkoms en wysiging of verlenging daarvan;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981;

"Board of Management" or "Board" means the Board as referred to under section 11 of this Agreement;

"Continuation Member" means a person whose application to continue participating in the Fund under section 6 (3) is accepted by the Board, and who makes the required contributions;

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

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

"employee" means an employee employed—

(a) on any of the classes of work scheduled in the Main Agreement at an hourly wage of not less than the rate specified from time to time for Rate DDD class of work; or

(b) on work scheduled in any agreement operative in the industries at an hourly wage of not less than the rate specified from time to time in the Main Agreement for Rate DDD class of work; or

(c) in an operative process and in receipt of a wage equivalent to not less than the hourly rate specified from time to time in the Main Agreement for Rate D class of work whether paid weekly or monthly; or

(d) as an apprentice, subject to the provisions of section 9 (4) of this Agreement;

"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 Industries, or part thereof, as herein defined, is carried on;

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

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

"Electrical Engineering Industry" means—

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

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Provinces of the Transvaal and Natal (excluding any portion of that area falling within the self-governing territory of KwaZulu), but does not include the Electrical Contracting Industry;

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

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

"Main Agreement" means the Agreement published under Government Notice R. 1329 of 27 June 1980 or any succeeding Agreement, and includes any amendment thereof or extension thereto;

"Motornywerheid" die Motornywerheid soos omskryf in die Hoof-ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat by Goewermmentskenningsgewing R. 1329 van 27 Junie 1980 gepubliseer is;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik van plastiek gemaak, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekdoekstof gemaak word, naamlik klerasie, sakke en handsakke, stewels, skoene, oorskoene, stoffeerdekmateriaal en hortjiesblindings van plastiek;

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

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

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

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Frasersburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Worcester en Wynberg en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507, Pearl Assurancehuis, Heerengracht, Strandgebied, Kaapstad, 8001;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Oos-Londen, Queenstown, Sterkstroom, Stutterheim, Tarka en Wodehouse, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmeluis, Gladstonestraat 7-9, Oos-Londen, 5201;

"Streek C" die provinsie Natal, en vir die doeleindes van hierdie bepaalde gebied is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agtste Verdieping, Poyntonhuis, hoek van Gardiner- en Smithstraat, Durban, 4001;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of "Amaleng" De Villiersstraat 8, Johannesburg, 2001;

"Streek F" die provinsie Oranje-Vrystaat, uitgesonderd die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, Die Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton in die Kaapprovinsie, en vir die doeleindes van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiagebou, Bokstraat 22, Welkom, 9460.

"Motor Industry" means the Motor Industry as defined in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industries published under Government Notice R. 1329 of 27 June 1980;

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

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

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

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

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Frasersburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 507 Pearl Assurance House, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stutterheim, Tarka and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000, or Eighth Floor, Poynton House, corner of Gardiner and Smith Streets, Durban, 4001;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Fort Beaufort, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or "Amaleng", 8 De Villiers Street, Johannesburg, 2001;

"Region F" means the Province of the Orange Free State, excluding the Magisterial District of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460.

4. VOORTSETTING VAN DIE FONDS

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

(2) Die Fonds bestaan uit—

- (a) al die geld en bates wat op die datum van 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. DOELSTELLINGS VAN DIE FONDS

Die Fonds het as doelstellings—

- (a) die instelling, organisering en verskaffing van mediese bystandsvoordele vir die werknemers en/of afhanklikes van werknemers in die groep nywerhede wat bekend staan as die Yster-, Staal-, Ingenieurs- en Metaallurgiese Nywerheid van die Republiek van Suid-Afrika, vir welke doel die Fonds geld, betaalbaar deur premies, bydraes, donasies of andersins, kan ontvang;
- (b) om, indien nodig, deur middel van 'n kontrak of kontrakte reëlins aan te gaan met mediese praktisyns, tandartse, spesialiste, hospitale, verpleeginrigtings of enige organisasie wat mediese of farmaseutiese dienste lewer of medisyne verskaf, 'n geregistreerde versekeringsmaatskappy of -maatskappye of enige organisasie wat te doen het met die lewering van soortgelyke bystand;
- (c) om wederkerige reëlins met soortgelyke fondse aan te gaan;
- (d) om allerlei wettige handelinge, dade of dinge, of funksies te verrig of uit te voer wat in verband staan met, of bevorderlik is vir die bereiking van bogenoemde doelstellings of enigeen daarvan.

6. LIDMAATSKAP

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

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

"gelyste werknemer" 'n werknemer soos in klousule 3 van hierdie Ooreenkoms omskryf;

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

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

(3) Ondanks subklousules (1) en (2) kan 'n lid wat vir minstens vyf jaar voor sy aftrede bydraes tot die Fonds betaal het en wat 'n bone fide pensioenaris is, of die weduwee van 'n afgestorwe lid, by die Bestuursraad aansoek doen om 'n kontinuasielid te word en indien hy/sy as lid aanvaar word, kan hy/sy in die Fonds deelneem, mits hy/sy bydraes betaal soos in klousule 9 voorgeskryf.

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

(5) (a) Elke lid moet by sy werkgewer 'n Lidmaatskapregistrasievorm indien soos van tyd tot tyd deur die Bestuursraad voorgeskryf waarop die name van sy afhanklikes, indien daar is, en alle ander besonderhede wat vereis mag word vir die doeleindes van hierdie Ooreenkoms en die Reëls verklaar moet word.

(b) 'n Gewysigde vorm moet ingedien word wanneer 'n afhanklike onttrek of bygevoeg word.

(c) Die werkgewer moet 'n behoorlike getekende Lidmaatskapregistrasievorm van alle lede verkry vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, insluitende alle nuwe gelyste werknemers, ongelyste werknemers en vakleerlinge wat lede van die Fonds word, afgesien daarvan of hulle voorheen in die Fonds deelgeneem het of nie.

(d) Die werkgewer moet 'n aantekening maak van die getal afhanklikes ten einde te bepaal hoeveel bydraes ingevolge klousule 9 betaalbaar is en daarna die Lidmaatskapregistrasievorm regstreeks na die Fonds deurstuur vir registrasiedoeleindes.

(e) 'n Lidmaatskapregistrasievorm moet ook deur kontinuasielide ingevul word en regstreeks by die Fonds ingedien word.

(f) Die onus rus op die lid om afhanklikes op die Lidmaatskapregistrasievorm te verklaar en daar sal nie vereis word dat bystand uit die Fonds betaal word vir afhanklikes wat nie op sodanige vorm verklaar is nie.

4. CONTINUATION OF THE FUND

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

(2) The Fund shall consist of—

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

5. OBJECTS OF THE FUND

The Fund shall have as its objects—

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

6. MEMBERSHIP

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

For the purpose of his subsection and of section 9 of this Agreement—

"scheduled employee" means an employee as defined in section 3 of this Agreement;

"unscheduled employee" means, subject to the proviso to section 9

(3), any other employee in the employ of an employer for whom the employer pays contributions and who is a contributor to the Fund.

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

(3) Notwithstanding the provisions of subsections (1) and (2), a member who has paid contributions to the Fund for at least five years immediately prior to retirement and is a bona fide pensioner, or the widow of a deceased member, may apply to the Board of Management to become a continuation member and, if accepted, may participate provided that he/she contributes as prescribed in section 9.

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

(5) (a) Every member shall submit to his employer a Registration Form for Membership as prescribed by the Board from time to time in which he shall declare the names of his dependants, if any, and such other particulars as may be required for purposes of this Agreement and the Rules.

(b) A revised form shall be submitted when a dependant is withdrawn or a dependant added.

(c) The employer shall obtain a duly signed Registration Form for Membership from all members, including all new scheduled employees, unscheduled employees and apprentices who become members of the Fund, whether or not they have previously participated in the Fund.

(d) The employer shall, after recording the number of dependants for purposes of determining contributions under section 9, forward the Registration Form for Membership direct to the Fund for registration purposes.

(e) A Registration Form for Membership shall also be completed by continuation members and submitted direct to the Fund.

(f) The onus for declaration of dependants on the Registration Form for Membership shall rest with the member or continuation member and the Fund shall not be required to pay benefits for dependants not declared on such form.

7. BEEINDIGING VAN LIDMAATSKAP

(1) Die Bestuursraad of 'n komitee wat sodanige bevoegdhede uitoefen wat deur die Bestuursraad aan hom opgedra is, het die reg om die lidmaatskap van 'n lid wat dranklustige, onmatige of onsedelike gewoontes het, te beëindig. Met dien verstande dat die besluite gebaseer word op stawende getuënis 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 bystand wat tot op daardie datum opgehoop het, uitbetal maar moet geen eis wat na die datum van kennisgewing ontstaan, oorweeg nie.

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

(4) Lidmaatskap van die Fonds word beëindig—

- (a) sodra 'n lid nie meer in diens staan van en/of verbonde is aan die Nywerhede nie: Met dien verstande dat 'n lid wat bydraes vir 13 agtereenvolgende weke net vóór sy werkloosheid betaal het, sonder betaling van bydraes geag word 'n lid van die Fonds te wees vir 'n tydperk van twee kalendermaande met ingang van die datum van beëindiging van diens in die Nywerhede;
- (b) sodra 'n weduwee van 'n afgestorwe lid wat behoudens klousule 6 (3) voortgaan om in die Fonds deel te neem, hertrou of diens aanvaar en in aanmerking kom om lid van 'n ander mediese fonds te word;
- (c) wanneer 'n kontinuasielid ophou om bydraes te betaal: Met dien verstande dat die Bestuursraad na goedgekeurde sodanige kontinuasielid kan hertoelaat onderworpe aan voorwaardes soos hy bepaal;
- (d) in die geval van alle lede wat, nadat hulle bystand vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent ongeskik, heeltemal onbevoeg en nie in staat om in die Nywerhede te werk nie: Met dien verstande dat bevoegde afhanklikes van sodanige lede na goedgekeurde van die Bestuursraad kan voortgaan om op bystand geregtig te wees op dié voorwaardes wat hy bepaal;
- (e) 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, word hy geag 'n algehele nuwe lid te wees, tensy die Bestuursraad anders besluit.

8. AFKHANKLIKES

(1) Die afhanklikes van lede kom in aanmerking vir bystand ingevolge klousule 10 hiervan, en vir die toepassing van hierdie klousule beteken "afhanklike" iemand wat deur die lid op die Lidmaatskapregistrasievorm as 'n afhanklike verklaar is. Afhanklikes word beperk tot die volgende:

- (a) die wettige vrou van 'n lid of, as hy daarom aansoek doen, die wettige man van 'n lid indien hy nie lid van 'n ander mediese fonds kan word nie, ten opsigte van wie 'n huweliksertifikaat voorgelê moet word;
- (b) 'n wettige kind, stiefkind of wettig aangenome kind van 'n lid, onder die ouderdom van 18 jaar, vir wie 'n geboortesertifikaat of dokumente van aanneming onderskeidelik voorgelê moet word: Met dien verstande egter dat 'n kind onder die ouderdom van 18 jaar maar bo die ouderdom van 16 jaar wat die skool verlaat het en R100 of meer per maand verdien, nie in aanmerking kom vir aanvaarding as 'n afhanklike of kan voortgaan om as 'n afhanklike beskou te word nie;
- (c) 'n wettige kind, stiefkind of wettig aangenome kind van 'n lid bo die ouderdom van 18 jaar—
 - (i) 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 moes voorgekom het na die datum van registrasie as afhanklike van 'n lid van die Fonds;
 - (ii) wat 'n voltydse student is, insluitend 'n student wat militêre diensplig voltooi het en geheel en al van die lid afhanklik is vir sorg en onderhoud;

vir wie 'n geboortesertifikaat of dokumente van aanneming onderskeidelik voorgelê moet word;

(d) alle ander persone wat die Bestuursraad goedkeur.

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

9. BYDRAES

(1) Van die loon van elke werknemer wat lid is van 'n vakvereniging wat 'n party is by hierdie Ooreenkoms—

- (a) wie se lidmaatskapbydraes afgetrek word soos voorsien in klousule 8 (3) (e) van die Hoof-ooreenkoms; of

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

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

(4) Membership of the Fund shall terminate—

- (a) directly a member ceases to be employed and/or engaged in the Industries: Provided that a member who has made contributions for 13 consecutive weeks immediately prior to unemployment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of two calendar months from the date of termination of employment in the Industries;
- (b) directly a widow of a deceased member who continues to participate in the Fund under section 6 (3) re-marries, or takes up employment and is eligible to become a member of another medical aid scheme;
- (c) when a continuation member ceases to contribute: Provided that the Board of Management shall be entitled at its discretion to reinstate such continuation member subject to such conditions as it may determine;
- (d) in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to work in the Industries: Provided that eligible dependants of such members may, at the discretion of the Board of Management, continue to be eligible for benefits under such conditions as it may determine;
- (e) in the event of liquidation of the Fund in terms of section 15 of this Agreement.

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

8. DEPENDANTS

(1) The dependants of members shall be eligible for benefits in terms of section 10 hereof and, for the purposes of this section, "dependant" shall mean any person declared by the member on the Registration Form for Membership to be a dependant. Dependants shall be limited to the following:

- (a) the legal wife of a member or, on application, the legal husband of a member if he is unable to become a member of another medical aid scheme, in respect of whom a marriage certificate shall be produced;
- (b) any legitimate child, stepchild or legally adopted child of a member under the age of 18 years in respect of whom a birth certificate or adoption papers respectively shall be produced: Provided that a child under the age of 18 years but over the age of 16 years who has left school and who is earning R100 per month or more shall not be eligible for acceptance or continuance as a dependant;
- (c) any legitimate child, stepchild or legally adopted child of a member over the age of 18 years—
 - (i) who is totally incapacitated by reason of accident, disease or ill-health and who is dependent on the member for support and maintenance: Provided that such total incapacity shall have occurred after the date of becoming a registered dependant of a member of the Fund;
 - (ii) who is a full-time student, including a student who has completed military service, and is fully dependent on the member for support and maintenance;

and in respect of whom a birth certificate or adoption papers respectively shall be produced;

(d) 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.

9. CONTRIBUTIONS

(1) From the wage of each employee who is a member of a trade union which is party to this Agreement, and—

- (a) whose trade union membership contributions are deducted as provided for in section 8 (3) (e) of the Main Agreement; or

- (b) wie se lidmaatskapbydraes kragtens 'n vrystelling afgetrek word soos voorsien in klousule 8 (3) (e) van die Hoofdooreenkoms; of
- (c) wie se lidmaatskapbydraes persoonlik deur die lid aan die vakvereniging oorbetal word en die werkgever dienooreenkomstig ingelig is,

moet die werkgever vanaf die datum van inwerkingtreding van hierdie Ooreenkoms elke week, met inbegrip van weke wat die werknemer op verlof met besoldiging is, bydraes tot hierdie Fonds aftrek ooreenkomstig die skaal soos uiteengesit in subklousule (2) hieronder.

(2) Bydraes

Loon-groep	Weekloon	Slegs lid	Lid plus 1 of 2 afhanklikes	Lid plus 3 of meer afhanklikes
		L	L 1 of 2	L 3 +
1	Tot en met R161	R 5,95	R 8,20	R 9,20
2	Oor R161 en tot en met R234	6,95	9,30	10,30
3	Oor R234	7,65	10,20	11,20

Vir die doeleindes van hierdie subklousule—

- (i) beteken "weekloon" die gewone weekloon van 'n werknemer met die veronderstelling dat 'n volle week gewerk is, maar uitgesonderd skof en ander toelaes en betaling vir oortyd;
- (ii) word die getal afhanklikes bepaal volgens die Lidmaatskapregistrasievorm soos ingedien deur die lid, ooreenkomstig die behoudens klousules 6 (5) en 8 (1) onderskeidelik;
- (iii) moet die ekwivalente "weekloon" van maandeliks besoldigde werknemers bepaal word deur die maandelikse besoldiging, uitgesonderd toelaes en betaling vir oortyd, deur vier en 'n derde te deel.

(3) Bydraes ooreenkomstig subklousule (2) kan van die lone van ongeslakte werknemers, uitgesonderd vakleerlinge, in diens van werkgevers wat lede is van werkgeversorganisasies wat partye by hierdie Ooreenkoms is, afgetrek word indien hulle skriftelik daarom aansoek doen; Met dien verstande dat sodanige werknemers 'n loon ontvang van nie minder nie as die uurloon soos van tyd tot tyd in die Hoofdooreenkoms voorgeskrif vir Loon DDD klas werk; Met dien verstande verder dat wanneer sodanige werknemers nie 'n vasgestelde loon ontvang nie sal bydraes gemaak word behoudens Loongroep 3.

(4) Bydraes ooreenkomstig subklousule (2) kan, wanneer hulle skriftelik daarom aansoek doen, van die loon van vakleerlinge afgetrek word: Met dien verstande dat sodanige vakleerlinge lede is van die vakverenigings wat partye by hierdie Ooreenkoms is.

(5) By die bedrae wat ooreenkomstig subklousule (2), (3) en (4) afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die volle som vir elke maand aan die Raad stuur, saam met 'n staat in dié vorm wat van tyd tot tyd voorgeskrif word. Ondanks hierdie klousule, stel versuim aan die kant van die werkgever om die werknemerydraes af te trek, soos van hom vereis word, die werkgever nie vry van die verpligting om die totale bedrag van die werknemers se bydraes en sy eie bydrae by die Raad in te dien nie.

(6) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet maandeliks voor of op die 15de dag van die maand wat onmiddellik daarop volg, soos volg aan die Raad gestuur word:

Elke werkgever in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 507 Pearl Assurancehuis Heerengracht, Strandgebied, Kaapstad, 8001;

elke werkgever in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;

elke werkgever in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 5900, Durban, 4000, of Agste Verdieping, Poyntonhuis, H/v Gardiner- en Smithstraat, Durban, 4001;

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

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

elke werkgever in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje- Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiagebou, Bokstraat 22, Welkom 9460.

- (b) whose trade union membership contributions are, in terms of an exemption, deducted as provided for in section 8 (3) (e) of the Main Agreement; or

- (c) whose trade union membership contributions are paid direct to the trade union by the member himself and the employer has been advised accordingly,

the employer shall, as from the date of coming into operation of this Agreement, deduct each week, including weeks in which an employee is on paid leave, contributions to this Fund in accordance with the scale set out in subsection (2) hereunder.

(2) Contributions

Wage group	Weekly wage	Member only	Member plus 1 or 2 dependants	Member plus 3 or more dependants
		M	M 1 or 2	M 3 +
		R	R	R
1	Up to R161	5,95	8,20	9,20
2	Over R161 and up to R234	6,95	9,30	10,30
3	Over R234	7,65	10,20	11,20

For purposes of this subsection—

- (i) "weekly wage" shall mean the normal weekly wage of an employee assuming a full week is worked, but excluding shift and other allowances and payment for overtime;
- (ii) the number of dependants shall be determined from the Registration Form for Membership as submitted by the member in terms of an subject to the provisions of sections 6 (5) and 8 (1) respectively;
- (iii) the equivalent "weekly wage" for monthly paid employees shall be determined by dividing the monthly remuneration, excluding allowances and payment for overtime, by four and one third.

(3) Contributions in accordance with subsection (2) may be deducted from the wages of unscheduled employees (other than apprentices) in the employ of employers who are members of the employers' organisations which are parties to this Agreement, at their written request: Provided that such employees are receiving a wage equivalent to not less than the hourly rate specified from time to time in the Main Agreement for Rate DDD class of work: Provided further that where such employees do not receive fixed salaries they shall contribute in accordance with Wage Group 3.

(4) Contributions in accordance with subsection (2) may be deducted from the wages of apprentices at their written request: Provided that such apprentices shall be members of the trade unions which are parties to this Agreement.

(5) To the amounts deducted in terms of subsections (2), (3) and (4) the employer shall add an equal amount and forward the total sum for each month to the Council, together with a statement in such form as may from time to time be prescribed. Notwithstanding the provisions of this section, failure on the part of the employer to make the deductions of employees' contributions which he is required to make shall not absolve the employer from having to submit the total amount of the employees' contributions and his own contribution to the Council.

(6) The amount payable each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following, as follows:

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Pearl Assurance House, Room 507, Heerengracht, Foreshore, Cape Town, 8001;

every employer in Region B, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

every employer in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 5900, Durban, 4000 or Eighth Floor, Poynton House, corner of Gardiner and Smith Streets, Durban, 4001;

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

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

every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460.

(7) (a) Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die 15 de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is ten volle deur die Raad ontvang word nie, moet die werkgever rente ooreenkomstig die volgende bepalinge betaal:

- (i) Die rente betaalbaar sal oploop op die balans van die bedrag wat van tyd tot tyd uitstaande bly vanaf daardie 15 de dag totdat die totale bedrag deur die Raad ontvang word;
- (ii) die rente sal oploop teen dieselfde effektiewe rentekoers as die toepaslike jaarlikse finansieringsrentekoers toelaatbaar gedurende dieselfde tydperk vir krediettransaksies ingevolge artikel 2 (2) van die Wet asof die werkgever se skuld las vir die uitstaande bedrag vir die toepassing van die Wet as 'n "krediettransaksie" beskou word;
- (iii) die Raad kan na goedgekeurde betaling deur die werkgever van rente wat ingevolge hierdie subklousule oploop, kwytsteld;
- (iv) benewens artikel 2 (2) van die Wet is alle ander relevante bepalinge van die Wet *mutatis mutandis* van toepassing vir die doel om die rente te bereken wat deur die werkgever ingevolge hierdie subklousule betaalbaar is.

(b) Vir die toepassing van hierdie subklousule beteken "die Wet" die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, soos gewysig.

(8) (a) Kontinuasielende wat ingevolge klousule 6 (3) as lede toegelaat word, moet die werknemer deel van die bydrae, soos vir Loongroep 1 in subklousule (2) van hierdie klousule voorgeskryf, maandeliks vooruit regstreeks aan die Fonds betaal.

(b) Waar die vorige werkgever van die afgetrede of afgestorwe lid verlang om bydraes ten opsigte van sodanige afgetrede lid of die weduwee van 'n afgestorwe lid te betaal, mag niks in hierdie Ooreenkoms vervat so uitgelê word dat dit voorkom dat sodanige onderlinge reëling tussen genoemde partye aangegaan word.

10. BYSTAND

(1) Onderhewig aan die magte, voorwaardes, bepalinge en benodigdhede van die Reëls van die Fonds, is 'n lid daarop geregtig om bystand van die Fonds te eis ten opsigte van mediese en/of tandheelkundige en/of optiese dienste voorsien in die bystandsiklus van enige kalenderjaar (d.w.s. vanaf 1 Januarie tot en met 31 Desember) wat die maksimumperk, soos hierna uiteengesit, nie oorskry nie:

- (a) Betaling van koste vir dienste, anders as dienste onder (b) en (c) hieronder wat die bedrag van R10 000 nie oorskry nie in die geheel vir die lid en sy afhanklikes, insluitend—

- (i) konserverende tandheelkundigedienste (soos vulsels, X-strale, ekstraksies, voorbehoeding, ens.) nie gespesifiseer onder (b) hieronder wanneer verrig deur 'n tandheelkundige en hospitaal en narkotiese dienste in alle tandheelkundige gevalle;

- (ii) voorgeskrewe medisyne, insluitend medisyne voorsien gedurende hospitalisasie wat nie die volgende maksimum perke oorskry:

Slegs lid: R600;

lid plus 1 of 2 afhanklikes: R1 000;

lid plus 3 of meer afhanklikes: R1 500;

- (iii) medisyne toegedien tydens hospitalisasie;

- (b) betaling van kostes vir tandheelkundigedienste ten opsigte van goud-, metaal- en porseleinvulsels en bladgoud; kroning en brugwerk; kunstande, insluitend kunstande met 'n metaalbasis; prosthodontiese-, ortodontiese- en periodontiesedienste wat nie die volgende maksimum perke oorskry:

Slegs lid: R250;

lid plus 1 of 2 afhanklikes: R450;

lid plus 3 of meer afhanklikes: R550;

- (c) betaling van koste vir optiese dienste van altesaam hoogstens R80 per lid of afhanklike onderhewig aan 'n bedrag van altesaam hoogstens R240 per siklus vir 'n lid en sy afhanklikes;

- (d) bystanddiensbetaling behoudens hierdie klousule sal nie die perke oorskry soos bepaal deur die bystandskale wat van tyd tot tyd in Staatskoerante verskyn ingevolge die Wet op Mediese Skemas, 1967, en waar geen bystandskale bepaal word sal die bystand nie die bedrae oorskry soos van tyd tot tyd bepaal word deur die Bestuursraad behoudens die Reëls.

(2) 'n Lid en sy afhanklikes wat binne drie agtereenvolgende siklusse geen bystand eis nie, waartydens lidmaatskap deurlopend was, is gedurende die jaarlikse bystandsiklus wat volg op die geen-eis tydperke geregtig op bystandbetaling ten bedrae van 'n verdere 25 persent wat by die bedrae in subklousules (1) (a), (b) en (c) van hierdie klousule genoem, gevoeg word.

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

(7) (a) If any amount which falls due in terms of this section is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

- (i) The interest payable shall accrue on the balance of the amount outstanding from time to time from that 15th day until the full amount is received by the Council.
- (ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate permitted during the same period for credit transactions in terms of section 2 (2) of the Act as if the employer's debt for the amount outstanding were a "credit transaction" for the purposes of the Act.
- (iii) The Council shall, in its absolute discretion, be entitled to waive payment by the employer of any interest which accrues in terms of this subsection.
- (iv) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall apply *mutatis mutandis* for these purposes.

(b) For the purposes of this subsection, "the Act" means the Limitation and Disclosure of Finance Charges Act, 1968, as amended.

(8) (a) Continuation members admitted to membership in terms of section 6 (3) shall contribute monthly in advance, direct to the Fund, the employee's share of contributions as prescribed for Wage Group 1 in subsection (2) of this section.

(b) Where the former employer of the retired or deceased member wishes to pay the contributions 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.

10. BENEFITS

(1) Subject to the terms, conditions, provisions and requirements of the Rules of the Fund, a member shall be entitled to benefits in respect of medical and/or dental and/or optical services rendered in any one benefit cycle of one calendar year (i.e. from 1 January to 31 December of the same year) not exceeding the maximum limits hereinafter stated:

- (a) payment of expenses for services, other than services under (b) and (c) below, not exceeding the amount of R10 000 in aggregate for the member and his dependants which shall include—

- (i) conservative dental services (such as fillings, X-rays, extractions, prophylaxis etc.) not specified under (b) below and where performed by a dental practitioner, and hospital and anaesthetic services in all dental cases;

- (ii) prescribed medicines, excluding medicines received whilst confined in hospital, not exceeding the following maximum limits:

Member only (no dependants): R600;

member plus 1 or 2 dependants: R1 000;

member plus 3 or more dependants: R1 500;

- (iii) medicines received whilst in hospital;

- (b) payment of expenses for dental services in respect of gold, metal and porcelain inlays and gold foils; crown and bridgework; dentures—including metal base dentures; prosthodontic, orthodontic and periodontic services, not exceeding the following maximum limits:

Member only (no dependants): R250;

member plus 1 or 2 dependants: R450;

member plus 3 or more dependants: R550;

- (c) payment of expenses for optical services not exceeding R80 for any one member or dependant, subject to an overall limit of R240 in aggregate for a member and his dependants;

- (d) payment of benefits for services under this section shall not exceed those determined in the scale of benefits as published from time to time in the Government Gazette in terms of the Medical Schemes Act, 1967, and where no such scale of benefit has been determined the benefits shall not exceed amounts as decided on from time to time by the Board of Management in terms of the Rules.

(2) A member and his dependants who claim no benefits for three successive annual benefit cycles, during which membership was continuous, shall be entitled to payment of benefits during the annual benefit cycle succeeding the claim-free period to the extent of a further 25 per cent added to the limits specified in subsections (1) (a), (b) and (c) of this section, respectively.

(3) Notwithstanding the provisions of this section, and subject to subsection (4), no member shall be entitled to benefits until he has been a member of the Fund for at least 13 consecutive weeks: Provided that where a member ceases to be employed in the Industries, other than in the case of unemployment in terms of section 7 (4) (a), his membership of the Fund for purposes of qualification for benefits shall be deemed to recommence

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 bydrae het of, na gelang van die geval, weer bydraes maak as gevolg van herindiensneming in die Nywerheid.

(4) Ondanks subklousule (3), is geen lid op optiese bystand geregtig soos in subklousule (1) (c) bepaal nie tensy hy minstens 52 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 weer as lid van die Fonds met die oog op kwalifisering vir optiese bystand geag word nadat hy minstens 52 agtereenvolgende weke vanaf die datum van sy herindiensneming in die Nywerheid bygedra het.

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

11. ADMINISTRASIE VAN DIE FONDS

(1) Behoudens die algemene voorskrifte van die Uitvoerende Komitee, moet die Fonds deur 'n Bestuursraad (bestaande uit 10 persone wat deur die werkgewersorganisasies en 10 persone wat deur die vakverenigings benoem is), ooreenkomstig die Reëls van die Fonds geadminestreer word, wat onder andere die volgende bepaal:

- (a) Die Fonds se bystand en die vereistes daarvoor;
- (b) die prosedure in verband met die indiening en uitbetaling van eise;
- (c) enige ander aangeleentheid 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: Mannekrag, ingedien word.

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

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

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

(6) As die netto bates van die Fonds te enige tyd tot minder as R500 000 daal, moet uitbetaling van bystand gestaak word en nie hervat word voordat die netto bates van die Fonds meer as R1 000 000 bedra: Met dien verstande dat wanneer betalings hervat word, eise wat tydens sodanige tydperk ingestel is, in volgorde van ontvangs daarvan betaal moet word.

(7) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, kom ten laste van die Fonds.

(8) Die Bestuursraad kan komitees of subkomitees aanwys en aan sodanige komitees en subkomitees magte delegeren wat nie strydig met hierdie Ooreenkoms of die Reëls van die Fonds is nie.

12. VRYWARING

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

13. FINANSIËLE BEHEER

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

(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 belê in—

- (a) vaste deposito's of spaarrekenings of as onmiddellik opeisbaar by enige bank of bougenootskap wat deur die wette van die Republiek van Suid-Afrika beheer word;
- (b) wissels, obligasies, sertifikate, skuldbriewe of effekte deur die Regering van die Republiek van Suid-Afrika uitgereik of gewaarborg;
- (c) deposito's in die Posspaarbank van die Republiek van Suid-Afrika;
- (d) effekte van/of lenings aan 'n plaaslike bestuur in die Republiek wat met regpersoonlikheid beklee is of in die lewe geroep is deur of ingevolge 'n algemene of spesiale wet, ordonnansie of statutêre bepaling;

after he has been a member of the Fund for at least 13 consecutive weeks from his date of re-employment in the Industry: Provided further that this subsection shall not apply to a member who produces satisfactory evidence that he was in benefit in a medical aid/benefit scheme immediately prior to commencing contributions to the Fund or re-commencing contributions on re-employment in the Industry, as the case may be.

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

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

11. ADMINISTRATION OF THE FUND

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

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

(2) The Board of Management shall have the power to make and after 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: Manpower.

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

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

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

(6) If at any time the net assets of the Fund drop below R500,000, benefit payments shall cease and shall not be resumed until the net assets of the Fund exceed R1 000 000: 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 a charge against the Fund.

(8) The Board of Management shall be empowered to appoint committees or sub-committees and to delegate to such committees or sub-committees such powers as are not inconsistent with this Agreement or with the Rules of the Fund.

12. INDEMNITY

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

13. FINANCIAL CONTROL

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

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

- (a) in fixed deposits or savings accounts or on call with any bank or building society governed by the laws of the Republic of South Africa;
- (b) in bills, bonds, certificates, debentures 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) skuldbriewe of effekte van enige waterwerke, elektrisiteitsvoorsieningskorporasie of 'n dergelike korporasie wat deur spesiale wetsbepalings in die lewe geroep is binne die Republiek van Suid-Afrika;
- (f) bogenootskapaandeel of voorkeuraandeel van 'n maatskappy wat op die Johannesburgse Aandeelbeurs genoteer word;
- (g) die aankoop van vaste eiendom, insluitende die aankoop van grond en die oprigting van geboue daarop;
- (h) eerste verbande op vaste eiendom in die Republiek van Suid-Afrika of deelname aan sodanige verbande op voorwaardes wat die Bestuursraad van tyd tot tyd voorskryf. Geen geld mag, met vaste eiendom wat reeds onder verband staan as sekuriteit, voorgesket word nie, tensy die vorige verband ten gunste van die Fonds is: Met dien verstande altyd dat die bedrag van die lening gelyk mag wees aan hoogstens 75 persent van die markwaarde van die betrokke eiendom, soos deur 'n beëdigde waardeerder vasgestel.

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

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

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

(6) Die Bestuursraad moet 'n jaarverslag voorlê oor die werking van die Fonds, tesame met 'n 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 en dit moet jaarliks, sodra dit beskikbaar is, aan die Direkteur: Mannekrag en die partye by hierdie Ooreenkoms gepos en vir die inligting van die werkgewers en lede, op dié wyse wat die Raad van tyd tot tyd bepaal, gepubliseer word.

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

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

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

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

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

14. VERSTRYKING VAN DIE OOREENKOMS

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

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

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

- (e) in debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;
- (f) in building society shares or preference shares of any company quoted on the Johannesburg Stock Exchange;
- (g) in the purchase of immovable property, including the purchase of land and the erection of buildings thereon;
- (h) in first mortgage upon immovable property in the Republic of South Africa or participation in such mortgage bonds on conditions laid down by the Board from time to time. No moneys shall be advanced on the security of immovable property which is subject to a prior mortgage bond unless such prior mortgage bond is in favour of the Fund: Provided always that the total of the loan shall not exceed 75 per cent of the market value of the property concerned, as determined by a sworn appraiser.

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

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

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

(6) The Board shall present an annual report on the working of the Fund, together with a copy of the auditor's report and balance sheet of the Fund and a statement of the revenue and expenditure for the financial year ending each 31 December which shall be posted annually as soon as available to the Director-General: 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 also give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report(s).

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

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

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

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

14. EXPIRY OF THE AGREEMENT

(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 section 15 or is transferred by the Council to any other fund constituted for the same purpose as that for which this Fund was created.

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

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

15. LIKWIDASIE

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

16. BYSTAND IS ONVERVREEMBAAR

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

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

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

(4) Enige beslissing van die Bestuursraad oor 'n feitekwessie en die uitvoering deur die Bestuursraad van 'n beslissing wat hy ooreenkomstig die Reëls neem, is finaal en is nie onderworpe aan appel of hersiening nie.

17. AGENTE

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

18. VRYSTELLINGS

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

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

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

19. VERTONING VAN OOREENKOMS

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

Namens die partye op hede die 24ste dag van Oktober 1985 te Johannesburg onderteken.

C. J. M. PRINSLOO,
Voorsitter.

B. NICHOLSON,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

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

15. LIQUIDATION

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

16. BENEFITS INALIENABLE

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

(2) No person, whether a member or otherwise, shall have any claim or right to or 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 purposes of ascertaining whether or not the terms of this Agreement are being observed.

18. EXEMPTIONS

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

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

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

19. EXHIBITION OF AGREEMENT

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

Signed at Johannesburg, for and on behalf of the parties, this 24th day of October 1985.

C. J. M. PRINSLOO,
Chairman.

B. NICHOLSON,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

Help om ons land, Suid-Afrika, skoon te hou!

Please keep our country, South Africa, clean!

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