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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2327 12 December 1975

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL.—SICK BENEFIT, PENSION AND MEDICAL AID FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 5 and 8, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 2, 5 and 8, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

43309—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2327 12 Desember 1975

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIESE AANNEMINGSNYWERHEID, TRANSVAAL.—SIEKTEBYSTANDS-, PENSIOEN- EN MEDIËSE BYSTANDSFONDSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemingsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 en 8, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens in in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 5 en 8, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4925—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL
CONTRACTING INDUSTRY (TRANSVAAL)

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical Contracting Industry (Transvaal).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed by all employers and employees engaged or employed in the Electrical Contracting Industry in the Province of the Transvaal: Provided that they shall—

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any condition fixed thereunder;

(b) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any condition fixed thereunder;

(c) not apply to clerical employees and administrative staffs;

(2) Only clauses 3, 6, 7, 18 to 22 (inclusive), 33 (1) and (3), 34, 35 and 36 shall apply to labourers and drivers.

2. PERIOD OF OPERATION

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in operation for a period of five years, or for such period as may be determined by the Minister.

3. DEFINITIONS

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

"dependant" means (subject to the provisions of clauses 25 and 29 of this Agreement)—

(a) the legal wife of a member; and

(b) the legitimate children of a member: Provided that it shall include the legitimate children of a divorced or widowed member of the Medical Aid Fund; and

(c) the stepchildren of the member; and

(d) the adopted children of the member;

"driver" means the driver of a mechanical vehicle;

"fund year" means a year ending on 30 June;

"medical practitioner" means any person registered as such with the S.A. Medical and Dental Council in terms of the Medical, Dental and Supplementary Health Service Professions Act, 1974;

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

"specialist" means any person registered as such with the S.A. Medical and Dental Council in terms of the Medical, Dental and Supplementary Health Service Professions Act, 1974;

"trainee" means a person for whom training is provided under the Training of Artisans Act, 1951: Provided that for the purpose of this Agreement it shall include a fifth year apprentice;

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESIE AAN-
NEMINGSNYWERHEID (TRANSVAAL)

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid (Transvaal).

1. GEBIEDS- EN TOEPASSINGSBESTEK VAN
OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Elektrotegniese Aannemingsnywerheid in die provinsie Transvaal: Met dien verstande dat genoemde bepalings—

(a) op vakleerlinge van toepassing is slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;

(b) op kwekelinge van toepassing is slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, 1951, of met 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;

(c) nie op klerklike werknemers en administratiewe personeel van toepassing is nie.

(2) Slegs klousules 3, 6, 7, 18 tot en met 22, 33 (1) en (3), 34, 35 en 36 is op arbeiders en drywers van toepassing.

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956 of die Hofooreenkoms omskryf word, het dieselfde betekenis as in daardie Wet of Ooreenkoms en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"afhanklike" (behoudens klousules 25 en 29 van hierdie Ooreenkoms)—

(a) die wettige vrou van 'n lid; en

(b) die wettige kind van 'n lid: Met dien verstande dat dit die wettige kind van 'n geskeie of 'n weduwee- of wewenaarlid van die Mediese Bystandsfonds insluit; en

(c) die stiefkind van 'n lid; en

(d) die angenome kind van 'n lid.

"drywer" die drywer van 'n meganiese voertuig;

"fondsjaar" 'n jaar wat op 30 Junie eindig;

"mediese praktisyn" 'n persoon wat ooreenkomstig die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974; as sodanig by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;

"mediese dienste" mediese en/of chirurgiese behandeling deur geregistreerde mediese praktisyns en/of spesialiste, met inbegrip van hospitaalbehandeling in gelisensieerde hospitale of verpleeginrigtings, operasiesaal dienste, verpleegdienste deur geregistreerde verpleegsters, die voorbereiding van medisyne, verdowingsmiddels, verbande, salf en smeermiddels wat verskaf word volgens die voorskrif van 'n mediese praktisyn en/of spesialis, en dié ander dienste wat die Raad van tyd tot tyd mag goedkeur;

"spesialis" 'n persoon wat ooreenkomstig die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974; as sodanig by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;

"kwekeling" iemand wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, opgelei word: Met dien verstande dat dit vir die toepassing van hierdie Ooreenkoms ook 'n vakleerling in sy vyfde jaar insluit;

4. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Electrical Contracting Industry at the date on which this Agreement comes into operation and who has not already done so in pursuance of a previous agreement, or any other agreement of the Council, shall within one month of the said date forward to the Secretary of the Council the following particulars:

- (i) Full name;
- (ii) business address;
- (iii) residential address;

(iv) the names of employees for whom wages are prescribed in clause 4 (1) (c) of the Main Agreement, electrical conduit installers, learner electrical conduit installers, apprentices, trainees, drivers and labourers employed by him.

(b) No employer shall be registered as an employer in the Industry unless he is in possession of the following:

(i) An electrical contractor's licence issued by a supply authority; and

(ii) the necessary trading licence issued in terms of the Transvaal Licences Ordinance, 1974, or conducts an establishment registered in terms of the Factories, Machinery and Building Work Act (Act 22 of 1941).

(c) The particulars required under subclause (1) (a) of this clause shall also be furnished by all employers entering the Electrical Contracting Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(d) Where the employer is a partnership or company, information in accordance with paragraphs (a) (i), (a) (ii) and (a) (iii) of this subclause shall be furnished in respect of each partner, director, manager and secretary. The title under which the partnership or company is operating shall also be furnished.

(2) The Secretary of the Council shall maintain a register of all employers referred to in subclause (1) hereof.

(3) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within a period of 30 days from the date of which such change takes place.

5. AGENTS

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. An Agent shall have the right to—

(a) enter any premises or place in which the Electrical Contracting Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;

(c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent, when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

6. TERMINATION OF EMPLOYMENT

Where any remuneration due to an employee on termination of his employment may be withheld in terms of any Agreement of the Council, this money may only be withheld after the requirements of this Agreement have been complied with.

7. EXHIBITION OF AGREEMENT

Every employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act, in every workshop, job or yard where he carries on his business, in a conspicuous position, easily accessible to all his employees.

8. TRADE UNION ORGANISERS

Officials of the Trade Union shall in the ordinary course of their duties and with the prior permission of the employer or his authorised representative have access to working sites and workshops during working hours, but shall not be allowed to interfere with the continued performance of work by any

4. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, by die Elektrotegniese Aannemingsnywerheid betrokke is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms of 'n ander ooreenkoms van die Raad gedoen het nie, moet binne een maand vanaf genoemde datum aan die Sekretaris van die Raad die volgende besonderhede verstrek:

- (i) Volle naam;
- (ii) besigheidsadres;
- (iii) woonadres;

(iv) die name van werknemers vir wie lone in klousule 4 (1) (c) van die Hofooreenkoms voorgeskryf word, installeerders van elektriese leipype, leerling-installeerders van elektriese leipype, vakleerlinge, kwekelinge, drywers en arbeiders in sy diens.

(b) Geen werkgewer mag as 'n werkgewer in die Nywerheid geregistreer word nie tensy hy die volgende besit:

(i) 'n Elektrotegniese kontrakteurslisensie uitgereik deur 'n voorsieningsowerheid; en

(ii) die nodige handelslisensie uitgereik ingevolge die Transvaalse Ordonnansie op Lisensies, 1974; of 'n bedryfsinrigting bestuur wat geregistreer is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk (Wet 22 van 1941).

(c) Alle werkgewers wat tot die Elektrotegniese Aannemingsnywerheid toetree na die datum waarop hierdie Ooreenkoms in werking tree, moet ook binne een maand nadat hulle met hul werksaamhede begin het, die besonderhede verstrek wat by subklousule (1) (a) van hierdie klousule vereis word.

(d) Waar die werkgewer 'n vennootskap of maatskappy is, moet die inligting wat ingevolge paragrawe (a) (i), (a) (ii) en (a) (iii) van hierdie subklousule vereis word, verstrek word ten opsigte van elke vennoot, direkteur, bestuurder en sekretaris. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers soos bedoel in subklousule (1) hiervan.

(3) Elke geregistreerde werkgewer moet die Raad skriftelik in kennis stel van alle veranderinge in die besonderhede wat by registrasie verstrek is en hy moet dit doen binne 'n tydperk van 30 dae vanaf die datum waarop sodanige verandering plaasvind.

5. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) enige perseel of plek waarin die Elektrotegniese Aannemingsnywerheid beoefen word, te enigeer tyd te betree wanneer hy grond het om te vermoed dat eenigeen daar werksaam is;

(b) enigeen wat hy in of op die perseel of plek vind, mondeling te ondervra, hetsy alleen of in die teenwoordigheid van ander persone as hy dit goed ag, in verband met sake wat op hierdie Ooreenkoms betrekking het, en hy mag van sodanige persoon vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word, voorgelê word en om sodanige stukke te ondersoek en afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel betree, inspeksiewerk doen of ondersoek instel, mag hy 'n tolk met hom saamneem.

(3) Elke een vir wie hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo genoem word.

6. DIENSBEÏNDIGING

Waar enige besoldiging wat by die beëindiging van 'n werknemer se dienste aan hom verskuldig is, ingevolge 'n ooreenkoms van die Raad teruggehou mag word, sodanige geld teruggehou word alleenlik nadat daar aan die vereistes van hierdie Ooreenkoms voldoen is.

7. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by die regulasies wat kragtens die Wet opgestel is, in elke werkwinkel, werkplek of werf waar hy sy sake verrig, vertoon in 'n opvallende plek waartoe al sy werknemers maklik toegang het.

8. ORGANISEERDERS VAN VAKVERENIGING

Beamptes van die vakvereniging het in die gewone loop van hul pligte en met die voorafverkreë toestemming van die werkgewer of sy gemagtigde verteenwoordiger, toegang tot alle werkterreine en werkinkels gedurende werkure, maar word nie toegelaat om die voortsetting van werk deur enige werknemer te belemmer nie: Met dien verstande dat sodanige toegang nie vir

employee: Provided that such access shall not be for the purpose of trade union organisation or connected with any matter falling within the scope of the Industrial Conciliation Act.

9. SICK BENEFIT FUND

(1) There is hereby continued a sick benefit fund established under a previous agreement of the Council, as published under Government Notice 1555 of 5 August 1955, as amended from time to time, and known as the "Electrical Contracting Industry Sick Benefit Fund" (hereinafter referred to as the "Sick Fund").

(2) The Fund shall consist of—

(a) moneys accruing from contributions as prescribed in clause 11 of this Agreement; and

(b) moneys already standing to the credit of the Sick Fund at the date of this Agreement.

(3) The object of the Sick Fund shall be to provide registered wiremen, specialist artisans, artisans, trainees and electrical conduit installers with sickness and accident pay during periods of incapacitation preventing them from performing their duties.

10. MEMBERSHIP

(1) Membership of the Sick Fund shall be compulsory for all registered wiremen, specialist artisans, artisans, trainees and electrical conduit installers.

(2) Membership of the Sick Fund shall terminate immediately a member ceases to be employed in the Electrical Contracting Industry: Provided that any member who becomes temporarily unemployed may, at the discretion of the Council, be permitted to retain his membership under such conditions as the Council may determine.

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

11. CONTRIBUTIONS

Every employer shall pay the amount given in the table below to the Council in respect of the category of employee given in the first column and may deduct the amount given in the last column weekly from the remuneration due to such employee:

	Total payable to Council c	Amount payable by employee c
Registered wireman, specialist artisan, artisan and trainee.....	50	20
Electrical conduit installer.....	27½	11

12. BENEFITS

(1) Every registered wireman, specialist artisan, artisan, trainee or electrical conduit installer on whose behalf the requisite number of contributions in terms of paragraph (a) have been paid to the Sick Fund, shall be eligible for the following benefits from the Sick Fund by way of sick or accident pay when unable to work through sickness or accident:

(a) Subject to the provisions of this Agreement, an employee referred to in subclause (1) who enters the Industry and who is absent from work due to sickness or injury shall be entitled to benefits prescribed in subclause (2) hereof should 26 weekly contributions to the Sick Fund have been made on his behalf over a period of 26 weeks: Provided that the period of 26 weeks may be extended should any break in contributions have been due to any reason other than such employee taking up employment outside the Industry: Provided further that no such employee shall be entitled to benefits—

(i) in respect of the first three days of any sickness or accident: Provided that a member shall be paid for these days should the absence from work be 10 working days or more;

(ii) in the case of accidents covered by the Workmen's Compensation Act, 1941; except as provided for in subclause (2) (a) (ii);

(iii) in respect of incapacity resulting from insanity, self injury, attempted suicide, alcoholism, use of narcotics, chronic venereal disease, mental disorder or neurosis, professional sport, or from performing any unlawful act or from riot, civil commotion, war, hostilities or engaging in fighting;

(iv) when he is on leave in terms of any agreement of the Council but shall become entitled to benefits as from the date he was due to recommence work giving due consideration to the provisions of subparagraph (i) above;

die doel van vakverenigingsorganisasiewerk mag wees of in verband mag staan met enige saak wat binne die bestek van die Wet op Nywerheidsversoenig val nie.

9. SIEKTEBYSTANDSFONDS

(1) Die siektebystandsfonds ingestel by 'n vorige ooreenkoms van die Raad soos gepubliseer by Goewermentskennisgewing 1555 van 5 Augustus 1955, soos van tyd tot tyd gewysig en bekend as die "Siektebystandsfonds van die Elektrotegniese Aannemingsnywerheid" (hieronder die "Fonds" genoem), word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) geld verkry uit die bydraes soos voorgeskryf in klousule 11 van hierdie Ooreenkoms; en

(b) geld wat alreeds op die datum van hierdie Ooreenkoms in die krediet van die Fonds staan.

(3) Die doel van die Fonds is om aan geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, kwekelinge en installeerders van elektriese leipype siekte- en ongeluksbesoldiging te verskaf gedurende tydperke van ongesiktheid wat hulle verhinder om hul pligte uit te voer.

10. LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, kwekelinge en installeerders van elektriese leipype.

(2) Lidmaatskap van die Fonds eindig sodra 'n lid ophou om in diens van die Elektrotegniese Aannemingsnywerheid te wees: Met dien verstande dat 'n lid wat tydlik werkloos word na goeddunke van die Raad toegelaat kan word om sy lidmaatskap te behou op dié voorwaardes wat die Raad bepaal.

(3) 'n Lid wie se lidmaatskap van die Fonds geëindig het, verbeur alle eise teen die Fonds, en as hy as lid hertoegelaat word, word hy as 'n volkome nuwe lid beskou, tensy die Raad anders besluit.

11. BYDRAES

Elke werkgever moet aan die Raad die bedrag in onderstaande tabel betaal ten opsigte van die klas werknemer wat in die eerste kolom vermeld word en kan weekliks die bedrag in die laaste kolom aangegee aftrek van die besoldiging wat aan dié werknemer verskuldig is:

	Totaal aan Raad betaal- baar c	Bedrag deur werknemer betaalbaar c
Geregistreerde draadwerker, spesialis- ambagsman, ambagsman en kweke- ling.....	50	20
Installeerder van elektriese leipype....	27½	11

12. BYSTAND

(1) Elke geregistreerde draadwerker, spesialisambagsman, ambagsman, kwekelik of installeerder van elektriese leipype ten behoeve van wie die vereiste getal, bydraes ingevolge paragraaf (a) aan die Siektebystandsfonds betaal is, kom in aanmerking vir ondergenoemde bystand uit die Fonds by wyse van siekte- of ongeluksbesoldiging wanneer hy weens siekte of ongeluk nie in staat is om te werk nie:

(a) Behoudens hierdie Ooreenkoms is 'n werknemer in subklousule (1) bedoel wat by die Nywerheid in diens tree en wat weens siekte of besering van sy werk afwesig is, geregtig op bystand soos in subklousule (2) hiervan voorgeskryf nadat 26 weekliks bydraes tot die Siektebystandsfonds oor 'n tydperk van 26 weke ten behoeve van hom betaal is: Met dien verstande dat die tydperk van 26 weke verleng kan word indien die bydraes onderbreek word om 'n ander rede as die feit dat dié werknemer diens buite die Nywerheid aanvaar het: Voorts met dien verstande dat geen sodanige werkgever op bystand geregtig is nie—

(i) ten opsigte van die eerste drie dae van 'n siekte of ongeluk: Met dien verstande dat 'n lid vir hierdie dae betaal moet word indien sy afwesigheid 10 werkdae of meer beloop;

(ii) in die geval van ongelukke wat deur die Ongevallewet, 1941, gedek word; buiten waar daar in subklousule (2) (a) (ii) voorvoorsiening gemaak is;

(iii) ten opsigte van onvermoë om te werk as gevolg van kranksinningheid, selfbesering, poging tot selfmoord, alkoholisme, die gebruik van verdowingsmiddels, chroniese geslagsiekte, 'n geestesgebrek of neurose, professionele sport of die pleging van 'n wederregtelike daad of weens onluste, burgerlike opstand, oorlog, vyandelike optrede of deelname aan gevegte;

(iv) wanneer hy ooreenkomstig die bepalings van enige ooreenkoms van die Raad met verlof afwesig is, maar dat hy, met behoorlike inagneming van paragraaf (1) hierbo, op bystand geregtig word met ingang van die datum waarop hy weer moet begin werk;

(v) unless a claim is made in such form as the Council may prescribe and is supported by a certificate from a medical practitioner;

(vi) unless he observes all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness;

(vii) in respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the Fund, or any illness directly connected with such ailment;

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

(ix) in respect of sickness or accident whilst on military service or for which the military authorities have accepted responsibility;

(x) whilst undergoing special treatment recommended by persons other than a medical practitioner or specialist;

(xi) in respect of incapacity arising outside the limits of the Republic of South Africa, South-West Africa, Lesotho, Botswana, Swaziland, Rhodesia, Zambia, Malawi, Mocambique and Angola.

(b) No registered wireman, specialist artisan, artisan, trainee or electrical conduit installer shall engage in employment, whether for remuneration or not during the period he is in receipt of benefits.

(c) Should a registered wireman, specialist artisan, artisan, trainee or electrical conduit installer follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Council, he shall refund the benefits received.

(2) (a) (i) Subject to the provisions of paragraph (b) hereof, the benefits referred to in subclause (1) (a) hereof shall be—

(aa) R10 per working day for registered wiremen, specialist artisans, artisans and trainees;

(ab) R5,50 per working day for electrical conduit installers;

and is payable for 130 working days in any one Fund year.

(ii) Notwithstanding the provisions of subclause (1) (a), a registered wireman, specialist artisan, artisan, trainee or electrical conduit installer absent from work due to an injury which is compensable under the Workmen's Compensation Act, 1941, shall on application to the Council be paid an amount equivalent to the difference paid by the Workmen's Compensation Commissioner and the minimum remuneration prescribed for the class of employment in the Main Agreement, or in the case of a trainee the amount prescribed under the Training of Artisans Act, 1951: Provided that the amount paid shall not exceed the amount prescribed in subparagraph (i) had the absence from work been due to an ordinary illness or accident not covered by the Workmen's Compensation Act.

(b) Should a registered wireman, specialist artisan, artisan or electrical conduit installer who is incapacitated from duty, at the end of a Fund year not have exhausted the benefits prescribed in paragraph (a) hereof, he shall continue to receive such benefits until the end of his period of incapacity or until such benefits have been exhausted, whichever is the earlier: Provided that such period of incapacity is a continuous period.

(c) A registered wireman, specialist artisan, artisan or electrical conduit installer who has received the benefits prescribed in paragraphs (a) and (b) hereof, shall only be entitled to further benefits in the next Fund year after 13 further contributions have been paid to the Fund on his behalf: Provided that where the period of incapacity is a continuous period and the benefits to which he was entitled in terms of paragraph (b) hereof have been exhausted and he is still incapacitated, he shall be entitled to further benefits as prescribed in paragraph (a) hereof until the end of his period of incapacity or until the benefits prescribed in paragraph (a) hereof have been exhausted, whichever is the earlier.

(d) The provisions of paragraph (c) hereof shall not be applicable for more than two consecutive Fund years.

(3) The benefits provided for by the Fund are not transferable and a member who attempts to assign, transfer or otherwise cede or pledge or hypothecate his rights, shall forthwith cease to be entitled to benefits for a period of three months.

(4) If a member is in receipt of benefits from the Sick Fund for a week and for any further completed weeks, his total contribution to the Pension Fund provided for in clause 18, for that week shall be paid from the Sick Fund.

(v) tensy 'n eis ingedien word in dié vorm wat die Raad mag voorskryf en so 'n eis gestaaf word deur 'n sertifikaat van 'n mediese praktisyn;

(vi) tensy hy alle redelike instruksies of aanbevelings van sy mediese praktisyn nagekom het ten einde te voorkom dat 'n siekte voortduur of weer voorkom;

(vii) ten opsigte van enige wanskapenheid, chroniese siekte of ander kwaal waaraan hy gelyk het toe hy lid van die Fonds geword het, of enige siekte wat regstreeks met sodanige kwaal in verband staan;

(viii) indien hy opsetlik of per ongelyk beseer word en 'n derde party ten opsigte van sodanige besering aanspreeklik is vir die betaling van vergoeding en sodanige vergoeding wel betaal;

(ix) ten opsigte van siekte of ongeluk wat hy opdoen terwyl hy militêre diens doen of waarvoor die militêre owerheid heid aanspreeklikheid aanvaar het;

(x) terwyl hy spesiale behandeling ontvang wat aanbeveel is deur ander persone as 'n mediese praktisyn of spesialis;

(xi) ten opsigte van ongeskiktheid wat buite die grense van die Republiek van Suid-Afrika, Suidwes-Afrika, Lesotho, Botswana, Swaziland, Rhodesië, Zambië, Malawi, Mosambiek en Angola ontstaan.

(b) Geen geregistreerde draadwerker, spesialisambagsman, ambagsman, kwekeling of installeerder van elektriese leipype mag, terwyl hy bystand ontvang, enige diens verrig nie, hetsy teen vergoeding al dan nie.

(c) Indien 'n geregistreerde draadwerker, spesialisambagsman, ambagsman, kwekeling of installeerder van elektriese leipype, terwyl hy bystand ontvang, enige lonende werk verrig sonder die toestemming van die Raad, moet hy die bystand wat hy ontvang het, terugbetaal.

(2) (a) (i) Behoudens paragraaf (b) hiervan, is die bystand bedoel in subklousule (1) (a) hiervan—

(aa) R10 per werkdag vir geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne en kwekeling;

(ab) R5,50 per werkdag vir installeerders van elektriese leipype;

en is dit betaalbaar vir 130 werkdag in 'n bepaalde Fondsjaar.

(ii) Ondanks subklousule (1) (a), moet 'n geregistreerde draadwerker, spesialisambagsman, ambagsman, kwekeling of installeerder van elektriese leipype wat van sy werk afwesig is weens 'n besering waarvoor skadeloosstelling betaalbaar is ingevolge die Ongevallewet, 1941, na aansoek by die Raad 'n bedrag betaal word wat gelyk is aan die verskil tussen wat die Ongevallekommissaris betaal en die minimum besoldiging in die Hoof-ooreenkoms vir dié klas werk voorgeskrif of, in die geval van 'n kwekeling, die bedrag voorgeskrif ingevolge die Wet op Opleiding van Ambagsmanne, 1951: Met dien verstande dat indien die afwesigheid van sy werk die gevolg is van 'n gewone siekte of ongeluk wat nie deur die Ongevallewet gedek word nie, die bedrag wat uitbetaal word hoogstens soveel mag wees as dié in subparagraaf (i) voorgeskrif.

(b) Indien 'n geregistreerde draadwerker, spesialisambagsman, ambagsman of installeerder van elektriese leipype wat ongeskik is om te werk, aan die einde van 'n Fondsjaar nie die bystand voorgeskrif in paragraaf (a) hiervan uitgeput het nie, moet hy voortgaan om sodanige bystand te ontvang tot aan die einde van sy tydperk van ongeskiktheid of totdat sodanige bystand uitgeput is, wat ook al die eerste gebeur: Met dien verstande dat sodanige tydperk van ongeskiktheid 'n aaneenlopende tydperk is.

(c) 'n Geregistreerde draadwerker, spesialisambagsman, ambagsman of installeerder van elektriese leipype wat die bystand voorgeskrif in paragraaf (a) en (b) hiervan ontvang het, is op verdere bystand gedurende die daaropvolgende Fondsjaar geregtig slegs nadat 13 verdere bydraes namens hom aan die Fonds betaal is: Met dien verstande dat, waar die ongeskiktheidstydperk aaneenlopend is en die bystand waarop hy kragtens paragraaf (b) hiervan geregtig was, uitgeput is en hy nog ongeskik is, hy op verdere bystand soos voorgeskrif in paragraaf (a) hiervan, geregtig is totdat sy ongeskiktheidstydperk tot 'n einde gekom het of totdat die bystand voorgeskrif in paragraaf (a) hiervan, uitgeput is, wat ook al die eerste gebeur.

(d) Paragraaf (c) hiervan is nie van toepassing vir meer as twee agtereenvolgende Fondsjare nie.

(3) Die bystand wat deur die Fonds verleen word, is nie oordraagbaar nie, en 'n lid wat poog om sy regte oor te maak, oor te dra of op 'n ander manier te sedeer of te verpand of te verhipoteker, is onmiddellik en wel vir 'n tydperk van drie maande nie meer op bystand geregtig nie.

(4) Indien 'n lid 'n week lank en bykomende volle weke lank bystand uit die Fonds ontvang, moet sy totale bydrae tot die Pensioenfonds in klousule 18 bedoel vir dié week uit die Fonds betaal word.

13. POWERS AND DUTIES OF THE COUNCIL

(1) The Council shall be responsible for the administration of the Sick Fund and shall have full control of the affairs of the Sick Fund.

(2) The Council may—

(a) appoint medical practitioners, specialists, and such other persons as it may consider necessary to act for the Sick Fund, fix the terms of their appointment and the amount of their remuneration and decide the extent of the services to be rendered by them;

(b) refuse any or all benefits to any member of the Sick Fund, who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the Sick Fund or its members: Provided that such member shall, if he requests, be given the opportunity of appearing before the Council to state his case;

(c) sanction expenditure by the Sick Fund;

(d) empower its Chairman and/or Vice-Chairman and its Secretary or other official to sign conjointly on behalf of the Sick Fund any agreements and contracts which it has approved;

(e) open accounts in the name of the Sick Fund at banks or building societies and empower persons to operate on such accounts;

(f) place on deposit or invest in paid-up permanent shares with banks or building societies, or invest in National Savings Certificates, stock of the Government of the Republic of South Africa or local authority stock such moneys of the Sick Fund as are not required to meet the immediate obligations of the Sick Fund. Any interest derived from such investments shall accrue to the Sick Fund.

14. FINANCIAL CONTROL

(1) All moneys received by the Council in respect of the Sick Fund shall be deposited in the name of the Sick Fund at a bank or building society within three days of receipt and all disbursements from the Sick Fund—

(a) shall require the sanction of the Council;

(b) shall be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Council;

(c) in respect of benefits, shall be suspended whenever the total amount therein to the credit of the Sick Fund falls below R1 000 and until such time as it rises above R5 000.

15. INDEMNITY

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

16. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Sick Fund shall continue to be administered by the Council: Provided that if no subsequent agreement be negotiated for the purpose of continuing the operation of the Sick Fund or the Sick Fund not being transferred by the Council to any other fund constituted for a similar purpose to that for which the original fund was established within two years of the date of expiry of this Agreement, the Sick Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Sick Fund shall continue to be administered by such Committee. Any vacancies occurring on the Committee may be filled by the Registrar from employers or employees in the Electrical Contracting Industry to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Sick Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Committee, who shall possess all the power of the Council for the purpose. In the event of there being no Council in existence, the Sick Fund shall upon expiry of this Agreement be liquidated by the Committee or trustees, as the case may be, in the manner set forth in clause 19 of this Agreement and if upon such expiry the

13. BEVOEGDHEDE EN PLIGTE VAN DIE RAAD

(1) Die Raad is verantwoordelik vir die administrasie van die Fonds en het volle beheer oor die sake van die Fonds.

(2) Die Raad kan—

(a) mediese praktisyns, spesialiste en dié ander persone wat hy nodig ag, aanstel om die werk van die Fonds te verrig hul aanstellingsvoorwaardes en die bedrag van hul besoldiging bepaal en besluit oor die omvang van die dienste wat hulle moet verrig;

(b) weier om 'n bepaalde of alle bystand aan 'n lid van die Fonds te verleen wat, na sy mening, gehandel het op 'n manier wat daarop bereken was om die belange van die Fonds of die lede daarvan te benadeel of wat sodanige belange na alle redelike waarskynlikheid sal benadeel: Met dien verstande dat so 'n lid, indien hy dit versoek, die geleentheid gegee moet word om voor die Raad te verskyn ten einde sy saak te stel;

(c) magtiging verleen vir uitgawes deur die Fonds;

(d) sy Voorsitter en/of Ondervoorsitter en sy Sekretaris of ander beampte magtig om gesamentlik namens die Fonds ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;

(e) rekenings in die naam van die Fonds open by banke of bouverenigings en persone magtig om sodanige rekenings te hanteer;

(f) dié geld van die Fonds wat nie nodig is om die onmiddellike verpligtings van die Fonds na te kom nie, in banke of bouverenigings deponeer of belê in opbetaalde permanente aandele of in Nasionale Spaarsertifikate, effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike owerhede. Die rente deur sodanige beleggings opgelewer, val aan die Fonds toe.

14. FINANSIËLE BEHEER

(1) Alle geld wat die Raad ten opsigte van die Fonds ontvang moet binne drie dae na ontvangs op naam van die Fonds in 'n bank of bouvereniging gedeponeer word, en alle uitbetalings uit die Fonds—

(a) moet deur die Raad goedgekeur word;

(b) moet geskied deur middel van 'n tjek of ander skriftelike dokument wat onderteken is deur twee persone wat behoorlik daartoe gemagtig is deur die Raad;

(c) ten opsigte van bystand moet opgeskort word wanneer die totale bedrag in die krediet van die Fonds daal tot minder as R1 000 en dit moet opgeskort bly totdat sodanige bedrag styg tot meer as R5 000.

15. VRYWARING

Die lede van die Raad en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hulle pligte aangegaan het.

16. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander ede ophou om te bestaan, moet die Fonds nog deur die Raad geadminestreer word: Met dien verstande dat indien daar nie binne twee jaar na verstryking van hierdie Ooreenkoms 'n daaropvolgende ooreenkoms aangegaan word met die doel die Fonds voort te sit nie, of indien die Fonds nie deur die Raad oorgedra word na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is nie, die Fonds gelikwedeer moet word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk wat hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel op die grondslag van gelyke verteenwoordiging van albei kante, en moet die komitee voortgaan om die Fonds te administreer. Alle vakatures wat in die komitee ontstaan, kan deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Elektrotegniese Aannemingsnywerheid gevul word ten einde te verseker dat die getal werkgewers- en werknemersverteenvoerders en hul plaasvervangers in die Raad ewe groot is. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad. Ingeval daar geen Raad bestaan nie, moet die Fonds by die verstryking van hierdie Ooreenkoms deur die komitee of Trustees, na gelang van die geval, gelikwedeer word op die wyse soos voorgeskryf in klousule 19 van hierdie Ooreenkoms, en indien die sake van die Raad by sodanige

affairs of the Council have already been wound up and its assets distributed, the balance of the Sick Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

17. LIQUIDATION

Upon liquidation of the Sick Fund in terms of this Agreement the moneys remaining to the credit of the Sick Fund after payment of all claims, including the administration and liquidation expenses, shall be paid into the general funds of the Council.

18. PENSION FUND

(1) The Fund established under Government Notice 266 of 15 February 1963, and known as the "Electrical Contracting Industry Pension Fund" (hereinafter referred to as the "Pension Fund"), is hereby continued.

(2) There is hereby established a further pension fund to be known as the "Electrical Contracting Industry Pension Fund—Supplementary Scheme" for labourers and learner electrical conduit installers (hereinafter referred to as the "Supplementary Scheme Pension Fund").

(3) (a) The Pension Fund and the Supplementary Scheme Pension Fund shall, subject to the provisions of clause 22, consist of moneys accruing from contributions prescribed in clause 20 of this Agreement.

(b) The Pension Fund shall also consist of moneys already standing to the credit of the members of the Pension fund at the date of this Agreement.

(4) The objects of the Pension Fund and the Supplementary Scheme Pension Fund shall be to provide members with death and retirement benefits by the Council securing the best conditions possible.

19. MEMBERSHIP

(1) Membership of the Pension Fund shall be compulsory for all registered wiremen, specialist artisans, artisans, electrical conduit installers and drivers: Provided that membership shall not be compulsory in respect of any employee who on 25 February 1963 was or thereafter became—up to the date of publication of this Agreement—a member of any other fund which on that date provided pension benefits for any employee in the Industry, and in which the employer or that employee was on the said date a participant, but during such period only as such fund continues to operate and both employer and employee are participants therein.

(2) Membership of the Supplementary Scheme Pension Fund shall be compulsory for all labourers and learner electrical conduit installers.

20. CONTRIBUTIONS

(1) The Council shall determine and advise every employer of the weekly amount payable in respect of the Pension Fund in respect of registered wiremen, specialist artisans, artisans, electrical conduit installers and drivers in January and July each year, which amount shall be 10 per cent of the prescribed wage payable in terms of the Main Agreement, taken to the next higher 10c.

(2) Every employer shall pay the amount determined in sub-clause (1) to the Council in respect of such employees: Provided that the employer may deduct 40 per cent of the amount payable from the remuneration of such employees.

(3) In respect of each labourer or learner electrical conduit installer in his employ, every employer shall pay an amount of 45c per week to the Supplementary Scheme Pension Fund where such labourer or learner electrical conduit installer has worked three working days or more during any pay-week.

21. BENEFITS

(1) Benefits payable to a member of the Pension Fund and the Supplementary Scheme Pension Fund shall be as prescribed in the rules of the Funds for which provision is made in clause 22.

(2) Benefits accruing under the Pension Fund and the Supplementary Scheme Pension Fund shall not be transferable and may not be ceded or pledged: Provided that any member may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

22. ADMINISTRATION

(1) The Pension Fund and Supplementary Scheme Pension Fund shall be administered in accordance with rules approved by the Council. Such rules shall not be inconsistent with this Agreement or the provisions of the Act and a copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the Council being unable to perform its duties, the Registrar may appoint trustees to perform the Council's functions. The trustees so appointed shall have all the powers

verstryking alreeds afgehandel en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

17. LIKWIDASIE

By die likwidasië van die Fonds ingevolge hierdie Ooreenkomste, moet die geld wat in die krediet van die Fonds staan nadat alle eise, met inbegrip van die administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

18. PENSIOENFONDS

(1) Hierby word die Fonds ingestel by Goewermentskennisgewing 266 van 15 Februarie 1963, en wat bekend staan as die "Pensioenfondse van die Elektrotegniese Aannemingsnywerheid" (hierna die "pensioenfondse" genoem), voortgesit.

(2) Hierby word nog 'n pensioenfondse ingestel wat bekend sal staan as die "Pensioenfondse van die Elektrotegniese Aannemingsnywerheid — Aanvullende Skema" vir arbeiders en leerlinginstalleerders van elektriese leipype (hierna die "Aanvullende Skema-pensioenfondse" genoem).

(3) (a) Behoudens klousule 22, bestaan die Pensioenfondse en die Aanvullende Skema-pensioenfondse uit geld verkry uit bydraes soos voorgeskryf in klousule 20 van hierdie Ooreenkomste.

(b) Die Pensioenfondse bestaan ook uit geld wat alreeds in die krediet staan van die lede van die Pensioenfondse op die datum van hierdie Ooreenkomste.

(4) Die oogmerke van die Pensioenfondse en die Aanvullende Skema-pensioenfondse is om bystand by sterfte en aftrede aan lede te verleen op die beste voorwaardes wat die Raad moontlik kan verkry.

19. LIDMAATSKAP

(1) Lidmaatskap van die Pensioenfondse is verpligtend vir alle geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, installeerders van elektriese leipype en drywers: Met dien verstande dat lidmaatskap nie verpligtend is nie ten opsigte van 'n werknemer wat op 25 Februarie 1963 lid was of daarna tot op die publikasiedatum van hierdie Ooreenkomste, lid geword het van 'n ander fonds wat op dié datum pensioenvoordele aan 'n werknemer in die Nywerheid verskaf het en waaraan die werkgewer of daardie werknemer op genoemde datum deelgeneem het, maar slegs solank sodanige fonds bly voortbestaan en beide die werkgewer en die werknemer daaraan deelneem.

(2) Lidmaatskap van die Aanvullende Skema-pensioenfondse is verpligtend vir alle arbeiders en leerlinginstalleerders van elektriese leipype.

20. BYDRAES

(1) Die Raad moet die weeklikse bedrag vasstel wat in Januarie en Julie van elke jaar aan die Pensioenfondse betaalbaar is ten opsigte van geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, installeerders van elektriese leipype en drywers en elke werkgewer daarvan in kennis stel, en dié bedrag is 10 persent van die voorgeskrewe loon betaalbaar ingevolge die Hoof-ooreenkomste, bereken tot die volgende hoogste 10c.

(2) Elke werkgewer moet die bedrag wat ingevolge subklousule (1) vasgestel is aan die Raad betaal ten opsigte van dié werknemers: Met dien verstande dat die werkgewer 40 persent van die verskuldigde bedrag van die besoldiging van dié werknemers kan aftrek.

(3) Waar 'n arbeider of leerlinginstalleerder van elektriese leipype drie werkdae of langer gedurende 'n betaalweek gewerk het, moet die werkgewer ten opsigte van elke sodanige arbeider of leerling-installeerder van elektriese leipype in sy diens 'n bedrag van 45c per week by die Aanvullende Skema-pensioenfondse inbetaal.

21. BYSTAND

(1) Die bystand wat aan 'n lid van die Pensioenfondse en die Aanvullende Skema-pensioenfondse betaalbaar is, is dié soos voorgeskryf in die reëls van die Fondse waarvoor daar in klousule 22 voorsiening gemaak word.

(2) Bystand wat ooreenkomstig die Pensioenfondse en die Aanvullende Skema-pensioenfondse oploep, is nie oordraagbaar nie en mag nie gesedeer of verpand word nie: Met dien verstande dat 'n lid nogtans 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy voor aftrede te sterwe kom.

22. ADMINISTRASIE

(1) Die Pensioenfondse en die Aanvullende Skema-pensioenfondse word geadminestreer ooreenkomstig die reëls soos deur die Raad goedgekeur. Sodanige reëls mag nie met hierdie Ooreenkomste of met die Wet onbestaanbaar wees nie, en 'n kopie daarvan en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad nie daartoe in staat is om sy pligte uit te voer nie, kan die Registrateur trustees aanstel om die funksies van die Raad uit te voer. Die trustees wat aldus aangestel word, het al die bevoegdhede waarmee die Raad vir die doel

vested in the Council for the purpose of this Agreement. Payment (if any) for the services rendered by the trustees shall form a charge upon the general funds of the Council.

23 MEDICAL AID FUND

(1) The Fund established under Government Notice 266 of 15 February 1963, and known as the "Electrical Contracting Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund") is hereby continued.

(2) The Medical Aid Fund shall consist of—

(a) moneys accruing from contributions as prescribed in clause 30 of this Agreement; and

(b) moneys already standing to the credit of the Medical Aid Fund at the date of this Agreement.

24 OBJECTS

The objects of the Medical Aid Fund shall be—

(1) to assist members and their dependants in regard to the costs of medical services arising from any illness contracted and/or injury sustained;

(2) to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents, and for improving and promoting the health of members, their dependants and other persons employed in the Industry.

25. MEMBERSHIP

(1) (a) Membership of the Medical Aid Fund shall be compulsory for all registered wiremen, specialist artisans, artisans, trainees and apprentices.

(b) Employees of the Council may, by resolution of the Council, be admitted to membership of the Medical Aid Fund.

(c) An employer who is a member of the employers' organisation and any employee employed by him in the Industry and who is not covered by this Agreement, may, by resolution of the Council, be admitted to membership of the Medical Aid Fund.

(2) Membership of the Medical Aid Fund shall terminate immediately a member ceases to be employed in the Electrical Contracting Industry or by the Council or ceases to be an employer or employee in the Industry as envisaged in subclause (1) (c), or where such employer ceases to be a member of the employers' organisation, in which case the membership of his employees referred to in subclause (1) (c) shall terminate as well, or where the Council rescinds the resolution taken in terms of subclause (1) (c), or where an apprentice who enters the Industry notifies the Council in writing during the qualifying period in terms of clause 26 hereof that he does not wish to be a member of the Medical Aid Fund, in which case the contributions paid shall be refunded: Provided that any member who becomes temporarily unemployed may, at the discretion of the Council, be permitted to retain his membership under such conditions as the Council may determine.

(3) Any member whose membership of the Medical Aid Fund has terminated shall forfeit all claims on the Medical Aid Fund and if readmitted to membership shall be regarded as an entirely new member unless otherwise decided by the Council.

(4) (a) A member shall apply to the Medical Aid Fund for registration of any marriage contracted by him, within 60 days of the marriage taking place.

(b) A member shall apply to the Medical Aid Fund for the registration of any legitimate child born to him and his legal wife within 60 days of such birth.

(c) Any dependant coming into the Fund as a result of a marriage, birth or adoption shall be entitled to benefits from the date of such marriage, birth or adoption: Provided the member has complied with the requirements of paragraphs (a) and/or (b).

(d) The Medical Aid Fund shall have the right to have any such new dependant examined by a medical practitioner and may exclude such dependant or limit the benefits payable or may exclude benefits in respect of certain illnesses or deformities or may exclude such dependant completely.

26. WAITING PERIOD

Subject to the provisions of this Agreement a new member and his dependants shall be entitled to benefits from the Medical Aid Fund should 26 weekly contributions to the Sick Fund have been made on his behalf over a period of 26 weeks: Provided that the period of 26 weeks may be extended should any break in contributions have been due to any reason other than such member taking up employment outside the Industry: Provided further that in the case of a new apprentice employment shall be deemed to commence on the date on which his Apprenticeship Contract is signed by his employer.

van hierdie Ooreenkoms beklee is. Betaling (indien daar is) vir die dienste gelewer deur die trustees, moet teen die algemene fondse van die Raad in rekening gebring word.

23. MEDIESE BYSTANDSFONDS

(1) Hierby word die Fonds ingestel by Goewermentskennisgewing 266 van 15 Februarie 1963 en wat bekend staan as die "Mediese Bystandsfonds van die Elektrotegniese Aannemingsnywerheid" (hieronder die "Mediese Bystandsfonds" genoem), voortgesit.

(2) Die Mediese Bystandsfonds bestaan uit—

(a) geld verkry van bydraes soos voorgeskryf in klousule 32 van hierdie Ooreenkoms; en

(b) geld wat alreeds in die krediet van die Mediese Bystandsfonds staan op die datum van hierdie Ooreenkoms.

24. OOGMERKE

Die oogmerke van die Mediese Bystandsfonds is—

(1) om lede en hul afhanklikes te help in verband met die koste van mediese dienste as gevolg van siekte en/of beserings deur hulle opgedoen;

(2) om dié maatreëls te tref en dié stappe te doen wat die Raad nodig ag ten einde siekte en ongelukke te voorkom en die gesondheid van lede, hul afhanklikes en ander persone wat in die Nywerheid werksaam is, te verbeter en te bevorder.

25. LIDMAATSKAP

(1) (a) Lidmaatskap van die Mediese Bystandsfonds is verpligtend vir alle geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, kwekelinge en vakleerlinge.

(b) Op 'n besluit van die Raad kan werknemers van die Raad as lede van die Mediese Bystandsfonds toegelaat word.

(c) Op 'n besluit van die Raad kan 'n werkgewer wat lid is van die werkgewersorganisasie en 'n werknemer wat in die Nywerheid by hom in diens is en wat nie deur hierdie Ooreenkoms gedek word nie, as lede van die Mediese Bystandsfonds toegelaat word.

(2) Lidmaatskap van die Mediese Bystandsfonds word beëindig sodra 'n lid nie meer in die Elektrotegniese Aannemingsnywerheid of deur die Raad geëmplojeer word nie, of as hy nie meer 'n werkgewer of werknemer in die Nywerheid is soos in subklousule (1) (c) beoog nie, of waar sodanige werkgewer nie meer 'n lid van die werkgewersorganisasie is nie, en in dié geval word die lidmaatskap van sy werknemers soos in subklousule (1) (c) bedoel ook beëindig, of waar die Raad die besluit ingevolge subklousule (1) (c) geneem, herroep, of waar 'n vakleerling wat tot die Nywerheid toetree die Raad skriftelik gedurende die kwalifiserende tydperk ingevolge klousule 26 hiervan in kennis stel dat hy nie lid van die Mediese Bystandsfonds wil wees nie, in welke geval die bydraes wat hy inbetaal het aan hom terugbetaal moet word: Met dien verstande dat 'n lid wat tydelik werkloos word na goedgekeurde van die Raad toegelaat kan word om sy lidmaatskap te behou op dié voorwaardes wat die Raad bepaal.

(3) 'n Lid wie se lidmaatskap van die Mediese Bystandsfonds beëindig is, verbeur alle eise teen die Mediese Hulpfonds, en indien hy weer as lid toegelaat word, word hy geag 'n heeltemal nuwe lid te wees tensy die Raad anders besluit.

(4) (a) 'n Lid moet binne 60 dae nadat hy in die huwelik getree het, by die Mediese Bystandsfonds aansoek doen om die registrasie van die huwelik wat hy aangegaan het.

(b) 'n Lid moet binne 60 dae na die geboorte van 'n wettige kind van hom en sy wettige vrou by die Raad aansoek doen om die registrasie van sodanige geboorte.

(c) 'n Afhanklike wat deur die Fonds gedek word as gevolg van 'n huwelik, geboorte of aanneming, is op bystand geregtig vanaf die datum van sodanige huwelik, geboorte of aanneming: Met dien verstande dat die lid die vereistes van paragraaf (a) en/of (b) nagekom het.

(d) Die Mediese Bystandsfonds het die reg om sodanige nuwe afhanklike deur 'n mediese praktisyn te laat ondersoek en kan sodanige afhanklike uitsluit of die bystand wat betaalbaar, is beperk of bystand ten opsigte van sekere siektes of wanskapij-hede uitsluit of sodanige afhanklike geheel en al uitsluit.

26. WAGTYDPERK

Behoudens hierdie Ooreenkoms is 'n nuwe lid en sy afhanklikes op bystand uit die Mediese Bystandsfonds geregtig nadat 26 weeklikse bydraes tot die Mediese Bystandsfonds ten behoeve van hom oor 'n tydperk van 26 weke betaal is: Met dien verstande dat die tydperk van 26 weke verleng kan word indien die bydraes onderbreek word om 'n ander rede as die feit dat die lid diens buite die Nywerheid aanvaar het: Voorts met dien verstande dat in die geval van 'n nuwe vakleerling indiensneming geag word om te begin op die datum waarop sy vakleerlingskap-kontrak deur sy werkgewer onderteken word.

27. CLAIMS

(1) Subject to the provisions of subclause (2) hereof, all payments from the Medical Aid Fund for medical services shall be in accordance with the special tariff of fees laid down by the Medical Association of S.A. in respect of Medical Aid Societies and Funds and shall be made direct to the person rendering the service or the institution concerned.

(2) The Fund shall be liable for payment in respect of the dispensing of medicines, drugs, dressings, ointments and lotions when supplied on the prescription of a medical practitioner and/or specialist: Provided that—

(a) the member pays the chemist direct and obtains a copy of the prescription and the invoice or receipt in respect thereof;

(b) the member shall pay the first rand of every prescription and the Medical Aid Fund the balance: Provided that any amount in excess of R6 per prescription shall also be paid by the member: Provided further that should the prescription be in respect of more than one member or a member and dependants, the provisions of this paragraph shall be applicable in respect of each member and dependant separately;

(c) the Council shall refund the amount due to a member in terms of this subclause to the member direct and shall not be liable for payment to any chemist or other supplier or for payment of the prescription or part thereof;

(d) the maximum payment from the Fund in respect of this subclause shall not exceed R10 in total per member and his dependants per month;

(e) the maximum payment from the Fund in respect of this subclause shall not exceed R100 in total per member and his dependants per annum;

(f) notwithstanding the provisions of any clause in this Agreement, the Council shall have the right to enter into a contract with any other organisation for the payment to the chemist of amounts due in terms of this subclause through such an organisation and in such a case the provision for payments direct to the member shall no longer be applicable.

28. BENEFITS

(1) Subject to the provisions of this Agreement, the Medical Aid Fund shall pay all medical expenses which are admitted as claims.

(2) Claims in respect of fees payable to a specialist shall not be admitted unless the consultation with the specialist was arranged by a medical practitioner.

(3) The maximum amount payable by the Medical Aid Fund in respect of benefits for any member and his dependants during any Fund year shall be R1 000.

(4) Notwithstanding the provisions of any clause in this Agreement, the Medical Aid Fund shall not be liable for the payment of more than R150 for hospital fees in respect of any one birth.

29. EXCLUSIONS

(1) A member of the Medical Aid Fund or his dependants shall not be entitled to benefits—

(a) in case of accidents covered by Workmen's Compensation Act, 1941;

(b) in respect of incapacity resulting from insanity, self-injury, attempted suicide, alcoholism, use of narcotics, chronic venereal disease, mental disorder or neurosis, professional sport, occupational dermatitis, or from performing any unlawful act, or from riot, civil commotion, war, hostilities or engaging in fighting;

(c) unless a claim is made within three months of the occurrence in such form as the Council may prescribe, and is supported by a certificate from a medical practitioner;

(d) unless he observes all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness;

(e) in respect of any deformity, chronic disease, congenital disease, abnormality, or other ailment from which he was suffering when he became a member of the Fund, or any illness or accident attributable to such conditions;

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

(g) in respect of sickness or accident whilst on military service for which the military authorities have accepted responsibility;

(h) whilst undergoing special treatment recommended by persons other than a medical practitioner or a specialist;

27. EISE

(1) Behoudens subklousule (2) hiervan, moet daar vir alle mediese dienste uit die Mediese Bystandsfonds betaal word ooreenkomstig die spesiale tarief soos deur die Mediese Vereniging van Suid-Afrika bepaal ten opsigte van mediese hulpverenigings en -fondse en moet dit regstreeks betaal word aan die persoon wat die diens lewer of aan die betrokke inrigting.

(2) Die Fonds is aanspreeklik vir betaling ten opsigte van die verskaffing van medisyne, verdoewingsmiddels, verbande, salf en smeermiddels wanneer dit verskaf word volgens die voorskrif van 'n mediese praktisyn en/of spesialis: Met dien verstande dat—

(a) die lid die apteker regstreeks betaal en 'n kopie van die voorskrif en die faktuur of kwitansie ten opsigte daarvan verkry;

(b) die lid die eerste rand van elke voorskrif moet betaal en die Mediese Bystandsfonds die saldo: Met dien verstande dat 'n bedrag van meer as R6 per voorskrif ook deur die lid betaal moet word: Voorts met dien verstande dat, indien die voorskrif betrekking het op meer as een lid of op 'n lid en sy afhanklikes, hierdie paragraaf afsonderlik van toepassing is ten opsigte van elke lid en afhanklike;

(c) die Raad die bedrag wat ingevolge hierdie subklousule aan 'n lid verskuldig is, aan die lid regstreeks moet betaal en nie vir betaling aan 'n apteker of ander leweransier of vir die betaling van die voorskrif of 'n deel daarvan aanspreeklik is nie;

(d) die maksimum betaling uit die Fonds ten opsigte van hierdie subklousule altesaam hoogstens R10 per lid en sy afhanklikes per maand mag bedra;

(e) die maksimum betaling uit die Fonds ten opsigte van hierdie subklousule altesaam hoogstens R100 per lid en sy afhanklikes per jaar mag bedra;

(f) ondanks die bepalinge van enige klousule in hierdie Ooreenkoms, die Raad die reg het om 'n kontrak te sluit met 'n ander organisasie vir die betaling, aan die apteker deur tussenkoms van sodanige organisasie, van bedrae wat ingevolge hierdie subklousule verskuldig is, en in so 'n geval is die bepalinge betreffende regstreekse betalings aan die lid nie meer van toepassing nie.

28. BYSTAND

(1) Behoudens hierdie Ooreenkoms, moet die Mediese Bystandsfonds alle mediese koste betaal wat as eise toegelaat word.

(2) Eise ten opsigte van die gelde betaalbaar aan 'n spesialis, word nie toegelaat nie, tensy die konsultasie met die spesialis deur 'n mediese praktisyn gereël is.

(3) Die maksimum bedrag betaalbaar deur die Mediese Bystandsfonds ten opsigte van bystand aan 'n lid en sy afhanklikes is R1 000 gedurende enige Fondsjaar.

(4) Ondanks enige klousule in hierdie Ooreenkoms is die Mediese Bystandsfonds nie aanspreeklik vir die betaling van meer as R150 vir hospitaalgelde ten opsigte van een geboorte nie.

29. UITSLUITINGS

(1) 'n Lid van die Mediese Bystandsfonds of sy afhanklikes is nie op bystand geregtig nie—

(a) in die geval van ongelukke wat deur die Ongevallewet, 1941, gedek word;

(b) ten opsigte van ongeskiktheid as gevolg van krank-sinnigheid, selfbesering, poging tot selfmoord, alkoholisme, die gebruik van dwelmiddels, chroniese geslagsiekte, 'n geestes-gebrek of neurose, professionele sport, beroepsdermatitis of die pleging van 'n wederregtelike daad of weens onluste, burgerlike opstand, oorlog, vyandelike optrede of deelname aan gevegte;

(c) tensy 'n eis in die vorm wat die Raad mag voorskryf, binne drie maande na die gebeurtenis ingestuur en gestaaf word deur 'n sertifikaat van 'n mediese praktisyn;

(d) tensy hy alle redelike opdragte of aanbevelings van sy mediese praktisyn nagekom het ten einde die voortduur of herhaling van die siekte te voorkom;

(e) ten opsigte van enige wanskapenheid, chroniese siekte, aangebore siekte, abnormaliteit of ander kwaal waaraan hy gelyk het toe hy lid van die Fonds geword het of ten opsigte van enige siekte of ongeluk wat regstreeks aan sodanige toestand te wyte is;

(f) as hy 'n besering opdoen, hetsy opsetlik of per ongeluk, ten opsigte waarvan 'n derde party aanspreeklik is vir die betaling van vergoeding en sodanige vergoeding wel betaal;

(g) ten opsigte van 'n siekte of ongeluk wat hy opdoen terwyl hy militêre diens doen, waarvoor die militêre owerheid aanspreeklikheid aanvaar het;

(h) terwyl hy spesiale behandeling ondergaan wat aanbeveel is deur ander persone as 'n mediese praktisyn of 'n spesialis;

(i) in respect of medical investigation and treatment, surgery and hospitalisation relating to fenestration, sympathicopathy, adrenalectomy, gynaecopathy or the brain other than mental diseases or conditions treated by any persons other than by a qualified psychiatrist;

(j) unless the member, during his qualifying period in terms of clause 26 of this Agreement, or at least 90 days before a claim is submitted produces to the Medical Aid Fund for registration—

(aa) his marriage certificate;

(ab) the birth certificates of his legitimate children;

(ac) the adoption certificate of an adopted child or other legal document proving that the child was legally adopted;

(ad) the birth certificate of a stepchild together with a marriage certificate proving that he is married to the mother of the stepchild;

(k) in respect of incapacity arising outside the limits of the Republic of South Africa, South-West Africa, Lesotho, Botswana, Swaziland, Rhodesia, Zambia, Malawi, Mocambique and Angola.

(2) A member of the Medical Aid Fund or his dependants shall not be entitled to payments towards expenses in respect of—

(a) treatment of any kind by a dentist or orthodontist, including the supply of dentures;

(b) the testing of eyesight;

(c) medical services of choice, including plastic surgery for cosmetic purposes;

(d) vaccination, inoculations or injections for prophylactic or contraceptive purposes;

(e) medical or surgical or other appliances, or any other artificial aids, contact lenses or spectacles;

(f) holidays for recuperative purposes;

(g) injury arising out of any accident whilst travelling in an aeroplane otherwise than as a fare-paying passengers on a recognised airline;

(h) travelling expenses, whether of a member, medical practitioner, specialist or nurse;

(i) the supply or cost of patent and proprietary medicines, drugs or foods: Provided that for the purpose of this Agreement a patent or proprietary medicine, drug or food means any medicine or drug which is purchased or obtained by a member and/or his dependants without the prescription of a medical practitioner and/or specialist;

(j) inoculations, X-Ray examinations and any other examination, investigation or medical service which can be obtained by any member of the public free of charge from a public authority.

(3) No member shall be entitled to claim benefits in respect of any child referred to in subclause (1) (j) of this clause who is over the age of 18 years: Provided that any such child who is totally incapacitated and/or wholly dependant on the member and who is registered as such with the Medical Aid Fund, may continue to receive the benefits till the age of 21 and thereafter by approval of the Council.

30. CONTRIBUTIONS

(1) (a) An employer shall pay the following amounts to the Council in respect of the undermentioned employees:

	Per week R
(i) Registered wiremen, specialist artisans, artisans, fifth year apprentices, apprentices with dependants and trainees.....	3,00
(ii) Apprentices not included in subparagraph (i)....	1,50

(b) The amount of R13 in respect of each month worked by each person who has been admitted as a member of the Medical Aid Fund in terms of clause 25 (1) (b) shall be paid by the Council to the Medical Aid Fund.

(c) Every employer referred to in clause 25 (1) (c) shall pay monthly to the Medical Aid Fund the amount of R13 in respect of each person who has been admitted to membership of the Medical Aid Fund in terms of clause 25 (1) (c).

(2) An employer shall be entitled to deduct half the amounts referred to in subclause (1) hereof from the remuneration due to the employee in respect of whom the contribution is made.

31. ADMINISTRATION AND LIQUIDATION

The provisions of clauses 13 to 17 (inclusive) shall *mutatis mutandis* apply in respect of the Medical Aid Fund.

(i) ten opsigte van mediese ondersoeke en behandeling, chirurgie en hospitalisasie in verband met fenestrasie, simpaticiopat, adrenalectomie, ginokopatie of die brein, uitgesonderd geestesiekties of -toestande behandel deur ander persone as 'n gekwalifiseerde psigiater;

(j) tensy die lid, gedurende sy kwalifiseertydperk ingevolge klousule 26 van hierdie Ooreenkoms of minstens 90 dae voor die indiening van 'n eis, die volgende aan die Mediese Bystandsfonds voorlê vir registrasie—

(aa) sy huweliksertifikaat;

(ab) die geboortesertifikate van sy wettige kinders;

(ac) die aannemingsertifikaat van 'n aangenome kind of ander regsdokument wat bewys dat die kind wettiglik aangeneem is;

(ad) die geboortesertifikate van 'n stiefkind, tesame met 'n huweliksertifikaat wat bewys dat hy met dié moeder van die stiefkind getroud is;

(k) ten opsigte van ongeskiktheid wat buite die grense van die Republiek van Suid-Afrika, Suidwes-Afrika, Lesotho, Botswana, Swaziland, Rhodesië, Zambië, Malawi, Mosambiek en Angola ontstaan.

(2) 'n Lid van die Mediese Bystandsfonds of sy afhanklikes is nie op die betaling van bydraes tot uitgawes in verband met die volgende geregtig nie—

(a) behandeling van enige aard deur 'n tandarts of ortodontis, met inbegrip van die verskaffing van valstande;

(b) die toets van oë;

(c) mediese dienste volgens keuse, met inbegrip van plastiese chirurgie vir kosmetiese doeleindes;

(d) inenting, inokulerings of inspuitings vir voorbehoed-doeleindes;

(e) mediese of chirurgiese of ander toestelle of ander kunsmatige hulpmiddels, kontaklense of brille;

(f) vakansies vir hersteldoeleindes;

(g) beserings opgedoen as gevolg van 'n ongeluk terwyl hy in 'n vliegtuig gereis het, uitgesonderd as 'n betalende passasier op 'n erkende lugdiens;

(h) reiskoste, hetsy dié van 'n lid, mediese praktisyn, spesialis of verpleegster;

(i) die verskaffing of koste van patente medisyne, verdowningsmiddels of voedselsoorte: Met dien verstande dat, vir die toepassing van hierdie Ooreenkoms, patente medisyne, verdowningsmiddels of voedselsoorte enige medisyne of verdowningsmiddels beteken wat deur 'n lid en/of sy afhanklikes aangekoop of verkry is sonder die voorskrif van 'n mediese praktisyn en/of spesialis;

(j) inokulerings, X-straalondersoeke en alle ander ondersoeke of mediese dienste wat 'n lid van die publiek gratis van 'n openbare owerheid kan verkry.

(3) Geen lid is daarop geregtig om bystand te eis ten opsigte van 'n kind soos in subklousule (1) (j) van hierdie klousule bedoel, wat oor die leeftyd van 18 jaar is: Met dien verstande dat sodanige kind wat geheel en al ongeskik en/of geheel en al afhanklik van die lid is en wat as sodanig by die Mediese Bystandsfonds geregistreer is, kan aanhou om bystand te ontvang totdat hy 21 jaar oud is, en daarna met die goedkeuring van die Raad.

30. BYDRAES

(1) (a) 'n Werkgewer moet die volgende bedrae aan die Raad betaal ten opsigte van ondernoemde werknemers:

	Per week R
(i) Geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne, vyfde jaarvakleerlinge, vakleerlinge met afhanklikes en kwekelinge....	3,00
(ii) Vakleerlinge uitgesonderd dié in subparagraaf (i)	1,50

(b) Die bedrag van R13 ten opsigte van elke maand gewerk deur enigenen wat ingevolge klousule 25 (1) (b) as lid van die Mediese Bystandsfonds toegelaat is, moet deur die Raad aan die Mediese Bystandsfonds betaal word.

(c) Elke werkgewer in klousule 25 (1) (c) bedoel, moet maandeliks aan die Mediese Bystandsfonds die bedrag van R13 betaal ten opsigte van elke persoon wat ingevolge klousule 25 (1) (c) tot lidmaatskap van die Mediese Bystandsfonds toegelaat is.

(2) 'n Werkgewer is daarop geregtig om die helfte van die bedrag in subklousule (1) hiervan bedoel, af te trek van die besoldiging wat verskuldig is aan 'n werknemer ten behoeve van wie die bydrae gemaak word.

31. ADMINISTRASIE EN LIKWIDASIE

Klousules 13 tot en met 17 is *mutatis mutandis* van toepassing ten opsigte van die Mediese Bystandsfonds.

32. FURTHER POWERS OF THE COUNCIL

The Council shall further—in respect of the Medical Aid Fund—have the power—

- (1) to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members; and
- (2) to contract with any other person, body, institution or authority in respect of medical services or the supply of medicine.

33. ANNUAL ACCOUNTS, EXPENSES AND CESSIONS

(1) A public accountant to be appointed by the Council shall audit the accounts relating to the benefit moneys annually and shall not later than 30 September of each year, or as soon as possible thereafter, prepare a statement showing—

- (a) all moneys received; and
- (b) all the amounts paid out;

during the 12 months ended 30 June preceding, together with a balance sheet showing the assets and liabilities as at that date. The audited statement and balance sheet, together with the auditor's report thereon, shall lie for inspection at the Council's offices.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall be transmittal to the Secretary for Labour, Pretoria, within six months of the period to which it relates.

(2) Any expenses incurred in connection with the administration of the Sick Fund and the Medical Aid Fund shall form a charge upon such Funds and the Council shall determine annually the amount of such charges.

(3) Moneys due to a member in terms of this Agreement shall not be ceded or pledged and are not transferable.

34. METHOD AND PERIOD OF PAYMENTS OF CONTRIBUTIONS

(1) All contributions due to any of the benefit funds shall be paid to the Council during any period an employee for whom contributions must be paid, is on leave in terms of any agreement of the Council.

(2) All contributions to the benefit funds shall be paid to the Council on or before the seventh day of the months following that in respect of which the payments are made and shall be in such form as the Council may decide.

35. EXEMPTIONS

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

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

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

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

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

36. GENERAL

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative, or *ultra vires* the powers of the parties or the Minister, either before or after publication of the Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at Johannesburg as authorised for and on behalf of the parties to the Council on this 12th day of February 1975.

J. M. FRASER, Chairman of the Council.

B. NICHOLSON, Vice-Chairman of the Council.

C. P. VENTER, Secretary of the Council.

32. VERDERE BEVOEGDHEDE VAN DIE RAAD

Die Raad het verder die bevoegdheid—ten opsigte van die Mediese Bystandsfonds—om—

- (1) 'n kontrak met 'n hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingstehuis of ander soortgelyke inrigting vir die versorging van siek of herstellende lede aan te gaan; en
- (2) 'n kontrak in verband met mediese dienste of die lewering van medisyne aan te gaan met enige ander persoon, liggaam, inrigting of owerheid.

33. JAARLIKSE REKENINGS, UITGAWES EN SESSIES

(1) 'n Openbare rekenmeester wat deur die Raad aangestel moet word moet die rekenings van die bystandsgeld jaarliks ouditeer en moet voor of op 30 September elke jaar of so gou moontlik daarna 'n staat opstel wat die volgende toon:

- (a) Alle gelde wat ontvang is; en
- (b) al die bedrae wat betaal is;

gedurende die 12 maande geëindig 30 Junie van die vorige jaar, tesame met 'n balansstaat wat die bates en laste op daardie datum toon. Die geouditeerde staat en balansstaat, tesame met die ouditeur se verslag daaroor, moet op die kantoor van die Raad ter insae lê.

Juiste afskrifte van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet binne ses maande na verstryking van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(2) Alle uitgawes aangegaan in verband met die administrasie van die Siektebystandsfonds en die Mediese Bystandsfonds kom ten laste van dié Fondse, en die Raad moet die bedrag van dié kostes jaarliks bepaal.

(3) Geld wat ingevolge hierdie Ooreenkoms aan 'n lid verskuldig is, mag nie gesedeer of verpand word nie en is nie oordraagbaar nie.

34. WYSE EN TYDPERK VAN BETALING VAN BYDRAES

(1) Alle bydraes tot enigeen van die bystandsfondse verskuldig moet aan die Raad betaal word gedurende dié tydperk wat 'n werknemer vir wie die bydraes betaal moet word, ingevolge 'n ooreenkoms van die Raad met verlof is.

(2) Alle bydraes tot die bystandsfondse moet voor of op die sewende dag van die maand ná dié een ten opsigte waarvan die betalings betaalbaar is, aan die Raad betaal word en moet in dié vorm wees wat die Raad besluit.

35. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede aan enige persoon of persone skriftelik vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomsig hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone enige vrystelling-sertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon aan wie vrystelling verleen word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik word, geldig nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, intrek of wysig sonder om redes daarvoor te verstrek.

(5) 'n Werkgewer moet die gewysigde voorwaardes soos geskep deur 'n vrystellingsertifikaat wat ooreenkomsig die bepalings van hierdie klousule uitgereik is, nakom.

36. ALGEMEEN

Geen werkgewer of werknemer mag afsien van die bepalings van hierdie Ooreenkoms nie, afgesien daarvan of die bedoelde bepalings 'n voordeel of 'n verpligting vir die betrokke werkgewer of werknemer skep. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, onafhanklik van die bestaan van ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms, hetsy voor of nadat die Minister dit ingevolge die bepalings van die Wet in die *Staatskoerant* gepubliseer het, nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref, het dit hoegenaamd geen uitwerking op die ander bepalings van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Soos gemagtig, vir en namens die partye by die Raad te Johannesburg onderteken op hede die 12de dag van Februarie 1975.

J. M. FRASER, Voorsitter van die Raad.

B. NICHOLSON, Ondervoorsitter van die Raad.

C. P. VENTER, Sekretaris van die Raad.

No. R. 2328 12 December 1975
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941**

**EXEMPTION FROM SICK LEAVE PROVISIONS.—
 ELECTRICAL CONTRACTING INDUSTRY, TRANS-
 VAAL**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, grant exemption from the requirements of section 21A of the said Act to all employers who are subject to the provisions of the Agreement published under Government Notice R. 2327 of 12 December 1975, in respect of employees who are entitled to sick pay in terms of that Agreement, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956.

M. VILJOEN, Minister of Labour.

No. R. 2328 12 Desember 1975
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941**

**VRYSTELLING VAN SIEKTEVERLOFBEPALINGS.
 —ELEKTROTEGNIESE AANNEMINGSNYWER-
 HEID, TRANSVAAL**

Ek, Marais Viljoen, Minister van Arbeid, verleen hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vrystelling van die vereistes van artikel 21A van genoemde Wet aan alle werkgewers wat onderworpe is aan die bepalings van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2327 van 12 Desember 1975, ten opsigte van werknemers wat ingevolge daardie Ooreenkoms op siektebystand geregtig is, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees.

M. VILJOEN, Minister van Arbeid.

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at 50 cents per copy or R2 per annum, post free (foreign 60 cents per copy or R2,40 per annum).

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

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

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