

CHAPTER I.—GENERAL**CLAUSE 1.—PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such day as may be fixed by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force until 30 June 1975, or for such period as may be determined by the Minister.

CLAUSE 2.—SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the regions defined herein by all employers in the Motor Industry who are members of the employers' organisations, and by all journeymen, B/A journeymen, qualified and unqualified operative machinists who are employed in the Motor Industry and who are members of the trade unions; provided that in Regions OFS and TVL the terms of this Agreement shall apply to journeymen who are members of the Motor Industry Combined Workers' Union and their employers (in respect of such journeymen) only in the Magisterial Districts of Bloemfontein and Kroonstad, and Ermelo, Germiston, Johannesburg, Potchefstroom and Pretoria, as these districts existed on 28 May 1962.

(2) Notwithstanding the provisions of subclause (1) of this clause the terms of this Agreement shall apply in respect of apprentices and their employers but only in so far as such application is not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any regulation thereunder or any contract entered into in terms thereof.

CLAUSE 3.—DEFINITIONS

"Act" means the Industrial Conciliation Act, 1956, as amended.

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944, as amended.

"Apprentices Health Fund" means the Fund referred to in clause 1 of Chapter III.

"B/A journeyman" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who in an establishment in whose workshop at least two journeymen are actively engaged, under the supervision of one such journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of "Motor Industry" in this Agreement.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section nineteen of the Act.

"Funds" or **"Fund"** means the Apprentices' Health Fund and/or the Journeymen's Health Fund established and continued respectively by clause 1 of Chapter II and clause 1 of Chapter III.

"journeyman" means an employee who is validly in possession of a Grade A membership card issued to him by the Motor Industry Employees' Union or by the Motor Industry Combined Workers' Union.

"Journeymen's Health Fund" means the Fund referred to in clause 1 of Chapter II.

"member" means subject to their contributing to the Funds referred to in clause 1 of Chapter II and clause 1 of Chapter III of this Agreement any journeyman, B/A journeyman, apprentice, or qualified or unqualified operative machinist registered as a member in terms of clause 2 of Chapter II or clause 2 of Chapter III, and any person admitted to membership of the Journeymen's Health Fund in terms of clause 3 of Chapter II of this Agreement.

"Motor Industry" means the Motor Industry as defined in clause 3 of the Main Agreement of the Council published under Government Notice R. 3006 of 30 July 1969 and/or any subsequent Main Agreement, and any expressions used in that definition which are defined in the said Agreement shall have the same meaning for purposes of this Agreement.

"non-contributory member" means a pensioner admitted to voluntary membership of the Journeymen's Health Fund by a Regional Council in terms of clause 3 of Chapter II of this Agreement.

HOOFCTUK I.—ALGEMEEN**KLOUSULE 1.—GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal en bly van krag tot 30 Junie 1975 of vir 'n tydperk wat die Minister vasstel.

KLOUSULE 2.—TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die gebiede hierin omskryf deur alle werkgewers in die Motornywerheid wat lede van werkgewersorganisasies is en deur alle vakmanne, B/A-vakmanne, gekwalifiseerde en ongekwalifiseerde masjienerwerkers wat in die Motornywerheid in diens is en wat lede van die vakverenigings is: Met dien verstande dat die bepalings van hierdie Ooreenkoms in die Streke OFS en TVL van toepassing is op vakmanne wat lede van die Motor Industry Combined Workers' Union is en op hul werkgewers (ten opsigte van sodanige vakmanne) slegs in die landdrosdistrikte Bloemfontein en Kroonstad, en Ermelo, Germiston, Johannesburg, Potchefstroom en Pretoria, soos hierdie distrikte op 28 Mei 1962 bestaan het.

(2) Ondanks subklosule (1) van hierdie klosule, is die bepalings van hierdie Ooreenkoms op vakleerlinge en op hulle werkgewers van toepassing slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, soos gewysig, of 'n regulasie wat daarkragtens uitgevaardig is of 'n kontrak wat daarkragtens aangegaan is.

KLOUSULE 3.—WOORDOMSKRYWING

"Wet" beteken die Wet op Nywerheidsversoening, 1956, soos gewysig.

"vakleerling" beteken 'n werkneuter wat 'n skriftelike leerlingskontrak uitdien wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees.

"Gesondheidsfonds vir Vakleerlinge" beteken die Fonds in klosule 1 van Hoofstuk III vermeld.

"B/A-vakman" beteken 'n werkneuter oor die ouderdom van 22 jaar wat in staat is om te bewys dat hy minstens drie jaar ondervinding in 'n aangewese ambag in die Motornywerheid gehad het of, met die goedkeuring van die betrokke Streekraad, ondervinding in 'n ander ambag, of wat in 'n bedryfsinrigting met 'n werkinkel waarin minstens twee vakmanne aktief in diens is, onder toesig van een sodanige vakman werk verrig in die aangewese ambag waarin hy die ondervinding opgedoen het of, met die goedkeuring van die betrokke Streekraad, in 'n ander ambag wat verband hou met die werkzaamhede gedek deur die omskrywing van "Motornywerheid" in hierdie Ooreenkoms.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid, ingevolge artikel 19 van die Wet geregistreer.

"Fonds" of **"Fondse"** beteken die Gesondheidsfonds vir Vakleerlinge en/of die Gesondheidsfonds vir Vakmanne wat by onderskeidelik klosule 1 van Hoofstuk II en klosule 1 van Hoofstuk III gestig en voortgesit word.

"vakman" beteken 'n werkneuter wat in besit is van 'n Graad A-lidmaatskapkaart wat aan hom uitgereik is deur die Motor Industry Employees' Union of die Motor Industry Combined Workers' Union.

"Gesondheidsfonds vir Vakmanne" beteken die Fonds in klosule 1 van Hoofstuk II vermeld.

"lid" beteken, behoudens die feit dat hulle bydra tot die Fondse in klosule 1 van Hoofstuk II en klosule 1 van Hoofstuk III van hierdie Ooreenkoms vermeld, enige vakman, B/A-vakman, vakleerling of gekwalifiseerde of ongekwalifiseerde masjienerwerker wat kragtens klosule 2 van Hoofstuk II of klosule 2 van Hoofstuk III as lid geregistreer is en enigeen wat toegelaat is om lid te word van die Gesondheidsfonds vir Vakmanne kragtens klosule 3 van Hoofstuk II van hierdie Ooreenkoms.

"Motornywerheid" beteken die Motornywerheid soos omskryf in klosule 3 van die Hooforeenkoms van die Raad wat by Goewermentskennisgewing R. 3006 van 30 Julie 1969 gepubliseer is en/of enige daaropvolgende Hooforeenkoms, en alle uitdrukings wat in daardie omskrywing gebruik is en in genoemde Ooreenkoms omskryf word, het dieselfde betekenis vir die toepassing van hierdie Ooreenkoms.

"nie-bydraende lid" beteken 'n pensioentrekker wat kragtens klosule 3 van Hoofstuk II van hierdie Ooreenkoms deur 'n Streekraad toegelaat is om wrywillig 'n lid van die Gesondheidsfonds vir Vakmanne te word.

"operative machinist, qualified" means an employee of a registered automotive engineering establishment who is engaged and has been engaged for more than one year, mainly or exclusively on—

(a) setting and operating one or two, but not more than two of the following single purpose machines:

Crankshaft grinder;

cylinder borer and honer;

conrod reconditioning machine;

and who may in the course of such setting and operating use precision measuring instruments commonly used on or with such machines;

(Note.—For the purpose of this definition separate boring and honing machines may be regarded as one single-purpose machine).

(b) surface grinding cylinder heads and blocks, operating valve refacing machines, dressing valve seats, removing and replacing valve guides, fitting but not making valve seat inserts, reaming guides, fitting welsch plugs and helicoils, lapping or grinding valves, assembling cylinder heads other than camshafts and bearings on overhead camshaft engines.

"operative machinist, unqualified" means an operative machinist who has had not more than one year's experience.

"Region BR" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St Marks (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Sutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

"Region EP" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murrarysburg, Nieupoort, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore.

"Region NC" means the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg and Warrenton.

"Region NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

"Region OFS" means the Province of the Orange Free State.

"Region TVL" means the Province of Transvaal.

"Region WP" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Cape), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piquetberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution for any region herein defined.

"rules—Apprentices' Health Fund" means the rules of the Fund as prescribed in terms of clause 5 of Chapter I of this Agreement.

"rules—Journeymen's Health Fund" means the rules of the Fund as prescribed in terms of clause 5 of Chapter I of this Agreement.

"voluntary member" means a person admitted to membership of the Journeymen's Health Fund by a Regional Council in terms of clause 3 of Chapter II of this Agreement.

"week" means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4.—BENEFITS

Subject to the provisions of the rules of each of the Funds, every member who has made the number of contributions prescribed in these rules for the various benefits shall be eligible for medical, surgical, hospital and other benefits provided by the Funds.

"masjienwerker, gekwalifiseer," beteken 'n werknemer van 'n geregistreerde motoringenieursbedryfsinstigting wat vir langer as een jaar hoofsaaklik of uitsluitlik in diens was of is vir—

(a) die opstel en bediening van een of meer, maar hoogstens twee van die volgende eendoelmasjiene:

Krukasslypmasjién;

silinderboor-en-slypmasjién;

suerstanghernuwingsmasjién;

en wat in die loop van sodanige opstelling en bediening presisiemeetinstrumente gebruik wat algemeen in verband met sodanige masjiene gebruik word;

Opmerking.—Vir die toepassing van hierdie woordomskrywing kan afsonderlike boor- en slypmasjiene geag word een eendoelmasjiene te wees.

(b) vlakslypwerk aan silinderkoppe en -blokke, die bediening van kleplvlakslypers, die afwerk van klepbeddings, die verwydering en terugstel van klepleiers, die insit van klepinlaatbeddings, maar nie die maak daarvan nie, die ruim van leiers, die insit van uitdryoppe en draadvervangingsstukke, die fynslyp of slyp van kleppte, die montering van silinderkoppe, uitgesonderd nokasse en laers aan bonokasenjins.

"masjienwerker, ongekwalifiseer," beteken 'n masjienwerker met hoogstens een jaar ondervinding.

"Streek BR" beteken die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Sutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

"Streek EP" beteken die landdrosdistrikte Aberdeen, Adelaide, Alibane, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murrarysburg, Nieuport, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage, Uniondale, Venterstad en Willowmore.

"Streek NC" beteken die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg en Warrenton.

"Streek NL" beteken die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

"Streek OFS" beteken die provinsie Oranje-Vrystaat.

"Streek TVL" beteken die provinsie Transvaal.

"Streek WP" beteken die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Kaap), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdale, Robertson, Simonstad, Somerset-Wes (uitgesonderd die gebied wat deur die Cape Explosives Works, Ltd., Somerset-Wes, beslaan word), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg.

"Streekaard" beteken 'n komitee wat as sodanig deur die Raad ooreenkomaan om sy konstitusie vir 'n streek soos hierin omskryf, aangeset is.

"reëls—Gesondheidsfonds vir Vakleerlinge" beteken die reëls van die Fonds soos ooreenkomaan klousule 5 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf.

"reëls—Gesondheidsfonds vir Vakmanne" beteken die reëls van die Fonds soos ooreenkomaan klousule 5 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf.

"vrywillige lid" beteken 'n persoon wat kragtens klousule 3 van Hoofstuk II van hierdie Ooreenkoms deur 'n Streekaard toegelaat word om lid van die Gesondheidsfonds vir Vakmanne te word.

"week" beteken 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin.

KLOUSULE 4.—BYSTAND

Behoudens die bepalings van die reëls van elk van die Fondse, is elke lid wat die getal bydraes gedoen het wat in hierdie reëls vir die verskillende soorte bystand voorgeskryf word, geregtig op mediese, chirurgiese, hospitaal- en ander bystand wat deur die Fondse verskaf word.

CLAUSE 5.—ADMINISTRATION

(1) The Funds shall be administered by Regional Councils in accordance with rules prescribed for the purpose by the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe—

(a) the Funds' benefits and the qualifications attaching thereto;

(b) the procedure for lodging and payment of claims.

(2) The Council may at any time make new rules or alter or repeal any existing rules.

(3) Copies of the rules of the Funds and particulars of any amendments thereto shall be lodged with the Secretary for Labour.

CLAUSE 6.—POWERS AND DUTIES OF REGIONAL COUNCILS

(1) Subject to the direction of the Council and to the terms of this Agreement, each Regional Council shall have full control of the affairs of the Funds in the region(s) for which it is appointed.

(2) Each member of each of the Funds shall be provided by the Regional Council concerned with a copy of the rules of the Fund to which he contributes.

(3) A Regional Council may—

(a) engage employees to assist in the administration of the Funds under such conditions as it may determine;

(b) refuse 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 Funds or their members; provided that such member shall, if he so requires, be given the opportunity of appearing before the Regional Council to be heard;

(c) sanction expenditure;

(d) empower its chairman and/or vice-chairman and its secretary or other official to sign conjointly on behalf of the Funds any agreements and contracts which it has approved;

(e) open accounts in the names of the Funds at banks and building societies and empower persons to operate on such accounts;

(f) appoint local committees in terms of the rules to assist with the administration of the Funds in any particular area.

(4) Every Regional Council shall cause—

(a) proper notice of its meetings to be given to the inspector defined by regulation under the Act;

(b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector and the Council;

(c) full and true accounts to be kept of the Funds in the Region(s) it administers and such accounts to be audited by an auditor registered in terms of section twenty-three of the Public Accountants' and Auditors' Act, 1951, whom it shall appoint for the purpose.

(5) A Regional Council shall not have any discretionary powers relating to the granting of additional assistance to members and/or dependants, but in the case of the Journeymen's Health Fund may submit cases which it considers merit the granting of special relief, with full details, to the Council, for submission to an Appeals Advisory Committee for a ruling on whether and to what extent a special grant may be made.

CLAUSE 7.—FINANCIAL CONTROL

(1) All moneys received by Regional Councils on behalf of the Funds shall be deposited in banks or building societies in the names of the Funds within three days of receipt and all disbursements from such accounts shall in relation to each Region—

(a) require the sanction of the Regional Council concerned;

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

(c) in respect of benefits payable by each Fund, be suspended whenever the total amount standing to the credit of the account of the Fund in question falls below R200 and until such time as it rises above R400;

KLOUSULE 5.—ADMINISTRASIE

(1) Die Fondse moet deur Streekrade geadministreer word ooreenkomsdig reëls wat vir daardie doel deur die Raad voorgeskryf is. Sodanige reëls mag nie onbestaanbaar wees nie met die bepalings van hierdie Ooreenkoms of die Wet en moet onder andere die volgende voorskryf:

(a) Die Fondse se bystand en die kwalifikasies daarvoor;

(b) die prosedure waarvolgens eise ingestel en betaal word.

(2) Die Raad kan te eniger tyd nuwe reëls maak of bestaande reëls wysig of intrek.

(3) Eksemplare van die reëls van die Fondse en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

KLOUSULE 6.—BEVOEGDHEDEN EN PLIGTE VAN STREEKRADE

(1) Behoudens opdragte van die Raad en die bepalings van hierdie Ooreenkoms, het elke Streekraad volle beheer oor die sake van die Fondse in die streek/streke waarvoor hy aangestel word.

(2) Die betrokke Streekomitee moet aan elke lid van elk van die Fondse 'n eksemplaar verskaf van die reëls van die Fonds waartoe hy bydra.

(3) 'n Streekraad kan—

(a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds op voorwaardes wat hy bepaal;

(b) bystand weier aan of weerhou van enige lid en/of sy afhanglikes wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was of waarvan redelikerwyse verwag kon word dat dit die belangte van die Fonds of sy lede sal benadeel: Met dien verstaande dat so 'n lid, as hy dit verlang, die geleentheid gegun moet word om voor die Streekraad te verskyn om aangehoor te word;

(c) uitgawes goedkeur;

(d) sy Voorsitter en/of Ondervorsitter en Sekretaris of 'n ander beampete magtig om gesamentlik namens die Raad alle ooreenkomsste en kontrakte wat hy goedgekeur het, te onderteken;

(e) rekenings op naam van die Fondse by banke en bouverenigings open en persone magtig om op sodanige rekenings te opeere;

(f) ooreenkomsdig die reëls, plaaslike komitees aanstel om met die administrasie van die Fonds in enige besondere gebied behulpsaam te wees.

(4) Elke Streekraad moet toesien dat—

(a) behoorlik kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet omskryf;

(b) notule gehou word van verrygings by alle vergaderings en dat afskrifte van sodanige notule aan genoemde inspekteur en die Raad gestuur word;

(c) volledige en korrekte rekenings gehou word van die Fondse in die streek/streke wat hy administreer, en dat sodanige rekenings geoudireer word deur 'n ouditeur wat ingevolge artikel 23 van die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer is en wat hy vir daardie doel moet aanstel.

(5) 'n Streekomitee het geen diskresionêre bevoegdhede betreffende die toestaan van bykomende hulp aan lede en/of afhanglikes nie, maar kan in die geval van die Gesondheidsfonds vir Vakmanne, gevalle wat na sy mening die verlening van spesiale steun verdien, met volle besonderhede aan die Raad voorlê, vir voorlegging aan 'n Raadgewende Appèlkomitee vir 'n beslissing oor die vraag of en in welke mate 'n spesiale toekenning gedoen kan word.

KLOUSULE 7.—FINANSIELE BEHEER

(1) Alle geld wat Streekrade namens die Fondse ontvang, moet binne drie dae na ontvangsaarvan in banke of bouverenigings op naam van die Fondse gedeponeer word en alle ontrekkings uit sodanige rekenings moet, met betrekking tot elke streek—

(a) deur die betrokke Streekraad goedgekeur word;

(b) gedoen word per tjek of ander geskrewe dokument wat onderteken is deur twee persone wat behoorlik deur die betrokke Streekraad daartoe gemagtig is;

(c) ten opsigte van bystand wat deur elke Fonds betaalbaar is, opgeskort word wanneer die totale bedrag in die krediet van die rekening van die betrokke Fonds, laer as R200 daal tot en wyl dit bo R400 styg;

(d) the Council shall number consecutively all valid applications for benefits, in the order in which they are received, during any period while payment of benefits has been suspended in terms of subclause (1) (c) of this clause (hereinafter referred to as the period of suspension of benefits), and shall retain such application for attention in terms of subclause (1) (e) of this clause;

(e) whenever payment of benefits has been resumed after a period of suspension of benefits, as set out in subclause (1) (d) of this clause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received.

(2) Any expenses incurred in connection with the administration of either of the Funds in any Region shall form a charge upon that Fund in relation to that Region.

(3) Moneys in excess of any Regional Council's monthly requirements for each Fund as determined by such Regional Council, shall be remitted monthly to the Council for investment on behalf of the Funds in terms of the provisions of section 21 (3) of the Act; provided that where necessary, the Council may make grants from such moneys to be used for the purposes of the Funds.

(4) Every Regional Council shall furnish the Council with monthly reports containing *inter alia*, particulars of the benefits and assistance provided by the Funds and moneys received and disbursed by each Fund for the period to which the report relates.

(5) (a) Every Regional Council in respect of the region(s) it administers, shall submit to the Council by not later than 15 August each year, statements audited by the auditor appointed in terms of clause 6 (4) (c) of Chapter I of this Agreement and countersigned by its chairman, showing the income and expenditure of each of the Funds for the preceding 12 months ended 30 June and its assets and liabilities as at that date. These statements and the auditor's report thereon shall be available at the offices of the Regional Council concerned for inspection by contributors to either of the Funds who shall be entitled to make copies thereof or to take extracts therefrom.

(b) From the audited statements referred to herein, the General Secretary of the Council shall prepare consolidated income and expenditure accounts and balance sheets, cause these to be audited by the Council's auditors and after approval by the Council lodge copies of them with the Secretary for Labour.

CLAUSE 8.—INDEMNITY

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

CLAUSE 9.—DISPUTES AND APPEALS AGAINST REGIONAL COUNCIL'S DECISIONS

(1) Subject to the provisions of subclause (2) any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Funds shall be dealt with by a Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.

(2) (a) A member who is not satisfied with the decision of a Regional Council in respect of any claim made by him on either of the Funds may appeal to the Council and the Council's decision in this connection shall be final.

(b) In the event of a member appealing to the Council, the Regional Council concerned shall on being requested to do so by the Council's General Secretary submit details of the member's case to the Council for consideration.

CLAUSE 10.—EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL

(1) In the event of the expiry of this Agreement, and a new Agreement providing for the continuation of any of the Funds not being negotiated within a period of 12 months after such expiry, or the Fund in question not being transferred by the Council to another Fund constituted for a similar purpose within the said period, the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section *thirty-four* (2) of the Act during any period in which this Agreement is binding,

(d) die Raad moet alle geldige aansoeke om bystand agtereenvolgens nommer in die orde waarin hulle ontvang word gedurende enige tydperk waarin betaling van bystand ingevolge subklousule (1) (c) van hierdie klousule opgeskort is (hierna die tydperk van opskorting van bystand genoem) en moet sodanige aansoeke behou vir behandeling ooreenkomsdig subklousule (1) (e) van hierdie klousule;

(e) wanneer betaling van bystand hervat word na 'n tydperk van opskorting van bystand soos in subklousule (1) (d) van hierdie klousule uiteengesit, moet die geldige eise wat gedurende genoemde tydperk ontvang is, eerste betaal word, en genoemde eise moet betaal word in die numerieke orde waarin hulle ontvang is.

(2) Alle uitgawes aangegaan in verband met die administrasie van enigeen van die Fondse in enige gebied moet gedra word deur daardie Fonds vir daardie gebied.

(3) Geld wat nie nodig is nie vir 'n Streekraad se maandelikse vereistes vir elke Fonds soos deur sodanige Streekraad bepaal, moet maandeliks aan die Raad gestuur word om namens die Fondse ooreenkomsdig artikel 21 (3) van die Wet belê te word: Met dien verstande dat die Raad, waar nodig, toekennings uit sodanige geld kan doen wat vir die doeleindes van die Fondse gebruik moet word.

(4) Elke Streekraad moet maandelikse verslae aan die Raad voorlê wat onder andere besonderhede bevat van die bystand en hulp wat deur die Fondse verskaf is en die geld wat deur elke Fonds ontvang en uitbetaal is vir die tydperk waarop die verslag betrekking het.

(5) (a) Elke Streekraad moet, ten opsigte van die streek/streke wat hy administreer, voor of op 15 Augustus elke jaar state by die Raad indien wat geouditeer is deur die ouditeur wat ingevolge klousule 6 (4) (c) van Hoofstuk I van hierdie Ooreenkoms aangestel is en deur die Voorsitter mede-ondersteek is, en wat die inkomste en uitgawe van elk van die Fondse vir die voorafgaande 12 maande geëindig 30 Junie asook die bates en laste daarvan soos op daardie datum uiteensit. Hierdie state en die ouditeur se verslag daaroor moet by die kantoor van die betrokke Streekraad ter insae beskikbaar wees vir bydraers tot enigeen van die Fondse, wat geregtig is om afskrifte daarvan te maak of uittreksels daaruit te neem.

(b) Die Hoofsekretaris van die Raad moet gekonsolideerde inkomste-en-uitgawerekenings en balansstate opstel volgens die geouditeerde state hierin vermeld en dit deur die Raad se ouditeurs laat ouditeer en na goedkeuring deur die Raad, afskrifte daarvan by die Sekretaris van Arbeid indien.

KLOUSULE 8.—VRYWARING

Die lede van enige Streekraad of Plaaslike Komitee en die beampies en werknemers van die Fondse is nie verantwoordelik vir die skulde en laste van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die bona fide uitvoering van hul pligte.

KLOUSULE 9.—GESKILLE EN APPÈLLE TEEN BESLISSINGS VAN STREEKRADE

(1) Behoudens subklousule (2), moet alle geskille oor die vertolkking, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of oor die administrasie van die Fondse *mutatis mutandis* ooreenkomsdig die prosedure in artikel 9 van die Raad se konstitusie voorgeskryf, deur 'n Streekraad behandel word.

(2) (a) 'n Lid wat nie tevrede is nie met 'n Streekraad se beslissing ten opsigte van 'n eis wat deur hom teen enigeen van die Fondse ingestel is, kan by die Raad appèl aanteken en die Raad se beslissing in hierdie verband is finaal.

(b) As 'n lid by die Raad appèl aanteken, moet die betrokke Streekraad op versoek van die Hoofsekretaris van die Raad, besonderhede van die lid se geval aan die Raad vir oorweging voorlê.

KLOUSULE 10.—VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN DIE RAAD

(1) Ingeval hierdie Ooreenkoms verstryk en daar nie binne 'n tydperk van 12 maande na sodanige verstryking 'n nuwe Ooreenkoms aangegaan word nie wat voorsiening maak vir die voortsetting van enigeen van die Fondse, of die betrokke Fonds nie binne die gemelde tydperk deur die Raad oorgedra word nie na 'n ander Fonds wat vir 'n soortgelyke doel ingestel is, moet die Fonds gelikwiede word.

(2) As die Raad ontbind of ophou om te funksioneer ingevolge artikel 34 (2) van die Wet gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Streekrade wat dan bestaan,

the Regional Councils in office at the time shall continue to administer the Funds until the expiry of this Agreement, whereafter the Funds shall be liquidated in the manner described in clause 11 of this Chapter, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balances of the Funds shall be distributed as provided for in section *thirty-four* (4) of the Act as if they formed part of the general funds of the Council.

(3) Any vacancies occurring on a Regional Council after the dissolution of the Council or its ceasing to function, may be filled by the Industrial Registrar from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and alternates in the membership of such Regional Council. In the event of any Regional Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint to carry out the duties of such Regional Council a trustee or trustees who shall possess all the powers of such Regional Council for the purpose.

CLAUSE 11.—LIQUIDATION

Upon liquidation of either of the Funds in terms of clause 10 (1) hereof the moneys remaining to the credit of that Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

CLAUSE 12.—AGENTS

The Council or the Regional Councils may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such person to enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 13.—EXEMPTIONS

The Council or a Regional Council in respect of the Region it administers, may grant exemption from any or all of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 14.—EXHIBITION OF AGREEMENT

Every employer in the Regions defined herein shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement; in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic of South Africa.

CLAUSE 15.—PRESCRIPTION

A Regional Council shall have the right to refuse to review the manner in which a claim has been dealt with by either of the Funds if a period of more than two years has elapsed since the date the claim in question was originally paid or rejected.

CHAPTER II.—JOURNEYMAN'S HEALTH FUND

CLAUSE 1.—CONTINUATION AND OBJECTS OF THE FUND

(1) There is hereby continued the Fund established in terms of the Agreement published under Government Notice 1764 of 21 September 1956, and previously known as the "Motor Industry National Health Fund" and henceforth known as the "Journeymen's Health Fund" (hereinafter referred to as "the Fund").

(2) The Fund shall consist of—

- (a) moneys accruing from contributions as prescribed in clause 6 of this Chapter;
- (b) interest on investments; and
- (c) any other moneys to which the Fund may become entitled.

(3) The objects of the Fund shall be, in accordance with the rules of the Funds as determined from time to time—

- (a) to assist members in any manner whatsoever in relation to medical or surgical attention designed to promote or preserve the good health of them or their dependants;

voortgaan om die Fondse te administreer totdat hierdie Ooreenkoms verstryk, waarna die Fondse gelikwider moet word op die wyse in klosule 11 van hierdie Hoofstuk beskryf, en as die sake van die Raad reeds by sodanige verstryking gelikwider en sy bates verdeel is, moet die saldo's van die Fondse verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

(3) Alle vakaturen in 'n Streekraad na ontbinding van die Raad of nadat hy opgehou funksioneer het, kan deur die Nywerheidsregistereur gevul word uit die gelede van werkgewers of werknemers in die Motornywerheid ten einde te verseker dat daar ewevel werkgewers- en werknemersvertegenwoordigers en plaasvervangers in die ledetal van sodanige Streekraad is. As 'n Streekraad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt ontstaan wat die administrasie van die Fonds onwenslik of ondoenlik na die mening van die Nywerheidsregistereur maak, kan hy 'n trustee of trustees aanstel om die pligte van sodanige Streekraad te vervul en sodanige trustee of trustees beskik oor al die bevoegdhede van sodanige Streekraad vir sodanige doel.

KLOUSULE 11.—LIKWIDASIE

As enigeen van die Fondse ooreenkomsdig klosule 10 (1) hiervan gelikwider word, moet die geld in die krediet van daardie Fonds na betaling van alle eise, met inbegrip van administrasie en likwidasiekoste, in die algemene fondse van die Raad gestort word.

KLOUSULE 12.—AGENTE

Die Raad of die Streekrade kan een of meer aangewese persone as agente aanstel om te help met die toepassing van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige persoon toe te laat om dié persele binne te gaan, dié navrae te doen en te voltooi, en dié dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek en dié individue te ondervra en alles te doen wat nodig is ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring aan sodanige agent in verband met sy ondersoeke doen nie.

KLOUSULE 13.—VRYSTELLINGS

Die Raad of 'n Streekraad ten opsigte van die streek wat hy administreer, kan vrystelling van enigeen van of al die bepalings van hierdie Ooreenkoms op dié voorwaardes en vir dié tydperk wat hy kan vasstel.

KLOUSULE 14.—VERTONING VAN OOREENKOMS

Elke werkgewer in die streke hierin omskryf, moet 'n eksemplaar van hierdie Ooreenkoms in die vorm voorgeskryf by die regulasies ingevolge die Wet, in leesbare letters en in albei amptelike tale van die Republiek van Suid-Afrika op 'n opvallende plek op sy perseel opplak en opgeplak hou.

KLOUSULE 15.—VERJARING

'n Streekraad het die reg om te weier om die wyse te hersien waarop 'n eis deur enigeen van die Fondse behandel is as meer as twee jaar verstryk het sedert die datum waarop die betrokke eis oorspronklik betaal of verwerp is.

HOOFSTUK II.—GESONDHEIDSFONDS VIR VAKMANNE

KLOUSULE 1.—VOORTSETTING EN DOELSTELLINGS VAN DIE FONDS

(1) Hierby word die Fonds voortgesit wat ingestel is kragtens die Ooreenkoms wat by Goewermentskennisgiving 1764 van 21 September 1956 gepubliseer is en wat voorheen bekend gestaan het as die "Nasionale Gesondheidsfonds vir die Motornywerheid" en wat voortaan as die "Gesondheidsfonds vir Vakmanne" (hierinafter die "Fonds" genoem) bekend sal staan.

(2) Die Fonds bestaan uit—

- (a) geld wat oploop uit bydraes soos in klosule 6 van hierdie Hoofstuk voorgeskryf;
- (b) rente op beleggings; en
- (c) enige ander geld waarop die Fonds geregtig word.

(3) Die doelstellings van die Fonds is, ooreenkomsdig die reëls van die Fonds soos van tyd tot tyd bepaal—

- (a) om lede op enige wyse hoegenaamd by te staan in verband met mediese en chirurgiese behandeling wat bedoel is om die gesondheid van hulle of hulle afhanklik te bevorder of te bewaar;

(b) to contribute towards the funds of any hospital, nursing home, convalescent home or charitable institution upon such terms and conditions as may from time to time be determined;

(c) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members and their dependants;

(d) to contract with any chemist, druggist or any other person for the supply of medicine, drugs and medical comforts;

(e) to assist the dependants of deceased members by means of pecuniary grants or otherwise;

(f) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects; and

(g) to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and dependants.

CLAUSE 2.—COMPULSORY MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all journeymen, B/A journeymen, and unqualified and qualified operative machinists employed in the Motor Industry who—

(a) are members of the Motor Industry Employees' Union of South Africa; or

(b) are members of the Motor Industry Combined Workers' Union;

provided that in Regions OFS and TVL the terms of this Agreement shall apply to journeymen who are members of the Motor Industry Combined Workers' Union and their employers (in respect of such journeymen) only in the Magisterial Districts of Bloemfontein and Kroonstad, and Ermelo, Germiston, Johannesburg, Potchefstroom and Pretoria as these districts existed on 28 May 1962.

(2) Every journeyman, B/A journeyman or unqualified or qualified operative machinist who has not already registered as a member of the Fund shall complete the form prescribed in Annexure A to this Agreement, and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed, within one month after the date on which he becomes employed in or re-enters the Motor Industry in that Region, and shall furnish such additional information or documentary evidence as the Regional Council concerned may require.

CLAUSE 3.—VOLUNTARY MEMBERSHIP

(1) Regional Councils may at their discretion—

(a) admit to contributory membership of the Fund any persons who are directly engaged or employed in or in connection with the Motor Industry and for whom membership is not compulsory.

(b) admit to non-contributory membership any retired person who has been a contributing member and who is in receipt of or who qualifies for a pension benefit from the Motor Industry Pension Fund or other approved pension or provident fund.

(2) The provisions of this Chapter of this Agreement shall *mutatis mutandis* apply to any person admitted to voluntary membership in terms of subclause (1) of this clause, provided that—

(a) a voluntary contributing member shall be required to contribute not less than the combined contribution of members and employers as prescribed in clause 6 of this Chapter, and his employer shall not be liable to make any contribution on his behalf, unless such voluntary member is an apprentice and a member of the trade unions in which case the employer shall be required to make contributions in accordance with clause 6 (2) of this Chapter;

(b) non-contributing members shall not be eligible for maternity, sick/accident pay or death benefits.

CLAUSE 4.—TERMINATION OF MEMBERSHIP

(1) Membership of the Fund shall terminate concurrently with the cessation of employment in the Motor Industry, but a Regional Council may permit a member who becomes temporarily unemployed to retain his membership under such conditions as the Regional Council may determine.

(2) Voluntary membership may be terminated by 14 days' notice in writing given by the Regional Council concerned to a voluntary member, or by the voluntary member giving a similar period of notice of termination of membership to the Regional Council concerned.

(3) An ex-member of the Fund shall not be entitled to any benefits for medical attention received subsequent to the last day of employment in the Industry.

(4) A person who returns to the Motor Industry after a period of absence and becomes a compulsory contributor, or an ex-member who takes up voluntary membership after a period of non-membership, shall be regarded as an entirely new member unless otherwise decided by the Regional Council concerned.

(b) om by te dra tot die fondse van enige hospitaal, verpleeginrigting, herstellingsoord of liefdadigheidsinrigting op voorwaardes wat van tyd tot tyd vasgestel word;

(c) om 'n kontrak aan te gaan met enige hospitaal, verpleeginrigting, herstellingsoord of ander dergelike inrigting vir die versorging van siek of herstellende lede en hulle afhanklikes;

(d) om 'n kontrak aan te gaan met enige apteker of ander persoon vir die verskaffing van medisyne, verdowingsmiddels en mediese geriewe;

(e) om die afhanklikes van afgestorwe lede by te staan deur geldtoekennings of andersins;

(f) om alles te doen wat nodig is vir, gepaard gaan met of bevorderlik is vir die welsyn van lede en hul afhanklikes en die bereiking van bogenoemde doelstellings; en

(g) om maatreëls te tref vir die voorkoming van siekte en vir die verbetering en bevordering van die gesondheid van lede en afhanklikes.

KLOUSULE 2.—VERPLIGTE LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle vakmanne, B/A-vakmanne en ongekwaliifiseerde en gekwaliifiseerde masjienerwerkers werkzaam in die Motornywerheid wat—

(a) lede van die Motor Industry Employees' Union of South Africa is; of

(b) lede van die Motor Industry Combined Workers' Union is: Met dien verstande dat die bepalings van hierdie Ooreenkoms in die Streke OFS en TVL van toepassing is op vakmanne wat lede van die Motor Industry Combined Workers' Union is en op hul werkgewers (ten opsigte van sodanige vakmanne) slegs in die landdrosdistrikte Bloemfontein en Kroonstad, en Ermelo, Germiston, Johannesburg, Potchefstroom en Pretoria, soos hierdie distrikte op 28 Mei 1962 bestaan het.

(2) Elke vakman, B/A-vakman of ongekwaliifiseerde of gekwaliifiseerde masjienerwerker wat nog nie as lid van die Fonds geregistreer is nie, moet die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskryf word en dit indien by die Sekretaris van die Streeksraad vir die gebied waarin hy in diens is, en wel binne een maand na die datum waarop hy in die Motornywerheid in daardie gebied begin of weer begin werk, en hy moet die bykomende inligting verstrek of dokumentêre bewyse voorle wanneer die betrokke Streeksraad vereis.

KLOUSULE 3.—VRYWILLIGE LIDMAATSKAP

(1) Streeksrade kan na goedvind—

(a) persone as bydraende lede van tot die Fonds toelaat wat regstreeks in of in verband met die Motornywerheid in diens is en vir wie lidmaatskap nie verpligtend is nie;

(b) enige agetredre persoon as 'n nie-bydraende lid toelaat as hy 'n bydraende lid was en pensioenbystand van die Motornywerheid se Pensioenfonds of 'n ander goedgekeurde pensioen- of voorsorgfonds ontvang of daarvoor kwalifiseer.

(2) Die bepalings van hierdie Hoofstuk van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige wat kragtens subklosule (1) van hierdie klosule tot vrywillige lidmaatskap toegelaat word: Met dien verstande dat—

(a) 'n vrywillige bydraende lid minstens die gekombineerde bydrae van lede en werkgewers in klosule 6 van hierdie Hoofstuk voorgeskryf, bydra, en dat sy werkgewer nie vir enige bydrae namens hom aanspreeklik is nie, tensy sodanige vrywillige lid 'n vakleerling is, en ook lid van die vakverenigings is, in welke geval die werkgewer bydrae ooreenkomsdig klosule 6 (2) van hierdie Hoofstuk moet betaal;

(b) nie-bydraende lede nie op kraambystand, siekte/ongeluksbesoldiging of sterftebystand geregtig is nie.

KLOUSULE 4.—BEËINDIGING VAN LIDMAATSKAP

(1) Lidmaatskap van die Fonds eindig wanneer diens in die Motornywerheid eindig, maar 'n Streeksraad kan 'n lid wat tydelik werkloos word, toelaat om sy lidmaatskap te behou op voorwaardes wat die Streeksraad stel.

(2) Vrywillige lidmaatskap kan beëindig word deur 14 dae skriftelike kennis deur die betrokke Streeksraad aan 'n vrywillige lid of deur die vrywillige lid aan die betrokke Streeksraad.

(3) 'n Oud-lid van die Fonds is nie geregtig nie op bystand vir mediese behandeling wat ontvang is na die laaste dag diens in die Nywerheid.

(4) 'n Persoon wat na die Motornywerheid terugkeer na 'n tydperk van afwesigheid en 'n verpligte bydraer word, of 'n oud-lid wat vrywillig lid word na 'n tydperk waarin hy nie lid was nie, word geag heeltemal nuwe lede te wees, tensy die betrokke Streeksraad anders besluit.

CLAUSE 5.—DEPENDANTS

(1) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of their dependants on the prescribed form and shall furnish such information and documentary evidence as the Regional Council concerned may require.

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

(a) A member's wife; and

(b) A member's children under the age of 18 years (including legally adopted children), who are wholly dependant on the member.

(3) Any person other than those referred to in subclause (2) who is dependant on a member, may be registered as a dependant under such terms and conditions as the Regional Council concerned may in its discretion determine.

CLAUSE 6.—CONTRIBUTIONS

(1) Subject to the provisions of subclause (3) hereof—

(a) every journeyman, B/A journeyman, unqualified or qualified operative machinist shall contribute R1,75 to the Fund in respect of each week of his employment in the Motor Industry;

(b) the contributions specified in paragraph (a) of this sub-clause shall be deducted by the employer from the employee's wages on the first pay day after this Agreement comes into operation, and on each pay day thereafter, provided that where a journeyman, B/A journeyman, unqualified or qualified operative machinist received or is entitled to receive wages for less than 23 hours in any week, no contributions shall be deductible from his wages in respect of such week.

(2) To each contribution deducted in accordance with sub-clause (1) hereof the employer shall add 60c and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Regional Council for the Region in which his establishment is situated under cover of and together with the particulars in the form prescribed for this purpose by the Regional Council concerned.

Note.—The addresses of the Secretaries of the various Regional Councils are as follows:

Region BR, P.O. Box 714, East London.

Region EP, P.O. Box 3164, Port Elizabeth.

Region NL, P.O. Box 2838, Durban.

Region NC, P.O. Box 446, Kimberley.

Region OFS, P.O. Box 910, Bloemfontein.

Region TVL, P.O. Box 8477, Johannesburg.

Region WP, P.O. Box 1946, Cape Town.

(3) Notwithstanding anything to the contrary contained in this Agreement a Regional Council shall have the right to deduct any benefit payable by the Fund any contributions due or owing by the member to whom or on behalf of whom such benefit is paid.

CHAPTER III.—APPRENTICES' HEALTH FUND**CLAUSE 1.—ESTABLISHMENT AND OBJECTS OF THE FUND**

(1) There is hereby established a Fund known as the "Apprentices' Health Fund" (hereinafter referred to as "the Fund").

(2) The Fund shall consist of—

(a) moneys accruing from contributions as prescribed in clause 4 of this Chapter;

(b) interest on investments; and

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

(3) The object of the Fund shall be to provide members of the Fund with such benefits as are laid down in the rules.

CLAUSE 2.—MEMBERSHIP

(1) Membership of the Fund shall be compulsory for all apprentices employed in the Motor Industry who are members of the trade unions, excluding apprentices who at the date of coming into operation of this Agreement are, or who thereafter become voluntary members of the Journeymen's Health Fund.

(2) Every apprentice referred to in subclause (1) of this clause shall complete the form prescribed in Annexure B to this Agreement, and lodge such completed form with the Secretary of the Regional Council for the Region in which he is employed,

KLOUSULE 5.—AFHANKLIKES

(1) Ten einde in aanmerking te kom vir bystand vir hul afhanklikes, moet lede aansoek doen om die registrasie van hul afhanklikes op die voorgeskrewe vorm en moet hulle die inligting en dokumentêre bewyse verstrek wat die betrokke Streekraad vereis.

(2) Behoudens subklosule (1) hiervan, word die volgende persone as afhanklikes geregistreer:

(a) 'n Lid se vrou; en

(b) 'n lid se kinders onder die ouderdom van 18 jaar (met ingebrip van wetlik aangenome kinders), wat geheel en al van die lid afhanklik is.

(3) Enigeen, uitgesonderd diegene in subklosule (2) vermeld, wat van 'n lid afhanklik is, kan as afhanklike geregistreer word op voorwaarde wat die betrokke Streekraad na sy goedvinde vasstel.

KLOUSULE 6.—BYDRAES

(1) Behoudens subklosule (3) hiervan—

(a) moet elke vakman, B/A-vakman, ongekwalificeerde of gekwalificeerde masjiënwerker R1,75 tot die Fonds bydra vir elke week van sy diens in die Motornywerheid;

(b) moet die bydraes in paragraaf (a) van hierdie subklosule voorgeskryf, deur die werkgever van die werknemer se loon afgetrek word op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna: Met dien verstaande dat waar 'n vakman, B/A-vakman, ongekwalificeerde of gekwalificeerde masjiënwerker 'n loon vir minder as 23 uur in 'n week ontvang of geregtig is om dit te ontvang, geen bydraes van sy loon vir daardie week afgetrek mag word nie.

(2) By elke bydrae wat ingevolge subklosule (1) hiervan afgetrek is, moet die werkgever 60c voeg en die totale bedrag van die bydraes maand na maand maar voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, stuur aan die Streekraad vir die gebied waarin sy bedryfsinrigting geleë is onder dekking van en tesame met die besonderhede in die vorm wat vir die doel deur die betrokke Streekraad voorgeskryf word.

Opmerking.—Die adresse van die Sekretaris van die onderskeie Streekrade is soos volg:

Streek BR, Posbus 714, Oos-Londen.

Streek EP, Posbus 3164, Port Elizabeth.

Streek NL, Posbus 2838, Durban.

Streek NC, Posbus 446, Kimberley.

Streek OFS, Posbus 910, Bloemfontein.

Streek TVL, Posbus 8477, Johannesburg.

Streek WP, Posbus 1946, Kaapstad.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, het 'n Streekraad die reg om van bystand wat deur die Fonds betaalbaar is, bydraes af te trek wat verskuldig is deur die lid aan wie namens wie sodanige bystand betaal word.

HOOFSTUK III.—GESONDHEIDSFONDS VIR VAKLEERLINGE**KLOUSULE 1.—INSTELLING EN DOELSTELLINGS VAN DIE FONDS**

(1) Hierby word 'n Fonds gestig wat as die "Gesondheidsfonds vir Vakleerlinge" (hierna die "Fonds" genoem) bekend staan.

(2) Die Fonds bestaan uit—

(a) geld wat oploop uit bydraes soos in klosule 4 van hierdie Hoofstuk voorgeskryf;

(b) rente op beleggings; en

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

(3) Die doelstellings van die Fonds is om lede van die Fonds te voorsien van die bystand in die reëls voorgeskryf.

KLOUSULE 2.—LIDMAATSKAP

(1) Lidmaatskap van die Fonds is verpligtend vir alle vakleerlinge wat in die Motornywerheid werk en lede van die vakverenigings is, uitgesonderd vakleerlinge wat op die datum van inwerkingtreding van hierdie Ooreenkoms vrywillige lede van die Gesondheidsfonds vir Vakmanne is of dit daarna word.

(2) Elke vakleerling in subklosule (1) van hierdie klosule vermeld, moet die vorm invul wat in Aanhangesel B van hierdie Ooreenkoms voorgeskryf word en dit indien by die Sekretaris van die Streekraad vir die gebied waarin hy in diens is, en wel

within one month after the date on which he becomes indentured in the Motor Industry in that Region, and shall furnish such additional information or documentary evidence as the Regional Council concerned may require.

(3) Membership shall be in suspense for any period during which an apprentice is absent on military training in terms of the Defence Act, 1957, as amended. For the duration of such suspended membership contributions shall not be payable in terms of clause 4 of this chapter, and a member's eligibility for benefits shall lapse.

CLAUSE 3.—TERMINATION OF MEMBERSHIP

(1) Membership of the Fund shall terminate—

(a) concurrently with the termination of a member's contract of apprenticeship whether through cancellation, rescission or completion by effluxion of time or the passing of a trade test; or

(b) after the expiry of a notice period of 13 weeks from the date of applying for voluntary membership of the Journeyman's Health Fund; provided that within that period the applicant apprentice has been accepted as a voluntary member of that Fund.

(2) An ex-member of the Fund shall not be entitled to any benefit for medical attention received subsequent to the termination or completion of his Contract of Apprenticeship in the Motor Industry.

CLAUSE 4.—CONTRIBUTIONS

(1) Every apprentice shall contribute 25 cents to the Fund in respect of each week of employment in the Motor Industry for which he is entitled to receive wages for 23 hours or more.

(2) The contributions specified in subclause (1) of this clause shall be deducted by the employer from the apprentice's wages on the first pay day after this Agreement comes into operation, and on each pay day thereafter, provided that where an apprentice receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be deductible from his wages in respect of such week.

(3) To each contribution deducted in accordance with subclause (1) of this clause the employer shall add 50 cents and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Regional Council for the Region in which his establishment is situated, under cover of and together with the particulars in the form prescribed for this purpose by the Regional Council concerned.

Note.—The addresses of the Secretaries of the various Regional Councils are as follows:

Region BR, P.O. Box 714, East London.
Region EP, P.O. Box 3164, Port Elizabeth.
Region NL, P.O. Box 2838, Durban.
Region NC, P.O. Box 446, Kimberley.
Region OFS, P.O. Box 910, Bloemfontein.
Region TVL, P.O. Box 8477, Johannesburg.
Region WP, P.O. Box 1946, Cape Town.

Signed at Bloemfontein on behalf of the parties this 23rd day of October 1970.

F. J. HACKNEY, President of the Council.

F. C. PINNOCK, Vice-President of the Council.

H. G. RINGROSE, Secretary of the Council.

ANNEXURE A

MOTOR INDUSTRY NATIONAL HEALTH FUNDS

APPLICATION FOR MEMBERSHIP AND REGISTRATION OF DEPENDANTS:

JOURNEYMAN'S HEALTH FUND

I (full name in block letters) _____
a member of the following Trade Union _____
Union No. _____ employed by (employer's name and address) _____

and residing at (applicant's private address) _____
my date of birth being (day) _____ (month) _____
(year) and occupation _____

hereby apply to be registered as a member of the Motor Industry National Health Funds (Journeyman's Health Fund) and for the registration of the undermentioned dependants. I agree to abide by the provisions of the Fund's Rules in force from time to time.

binne een maand na die datum waarop hy in die Motornwerheid in daardie gebied ingeboek word, en moet die bykomende inligting verstrekk of dokumentêre bewyse voorlê wat die betrokke Streekraad vereis.

(3) Lidmaatskap word opgeskort in enige tydperk waarin 'n vakleerling ingevolge die Verdedigingswet, 1957, soos gewysig, afwesig is vir militêre opleiding. Ledegeld is nie vir die duur van sodanige opgeskorte lidmaatskap ingevolge klosule 4 van hierdie hoofstuk betaalbaar nie en 'n lid se aanspraak op bystand verval.

KLOUSULE 3.—BEËINDIGING VAN LIDMAATSKAP

(1) Lidmaatskap van die Fonds eindig—

(a) gelyktydig met die beëindiging van 'n lid se leerlingskontrak, hetsy deur kansellasié, nietigverklaring of voltooiing deur die verloop van tyd of die slaag van 'n bedryfstoe; of

(b) na die verloop van 'n kennisgewingtydperk van 13 weke van die datum van aansoek om vrywillige lidmaatskap van die Gesondheidsfonds vir Vakmanne: Met dien verstande dat die applikantvakleerling binne daardie tydperk as 'n vrywillige lid van daardie Fonds aanvaar is.

(2) 'n Oud-lid van die Fonds is nie geregtig nie op bystand vir mediese behandeling wat ontvang is na die beëindiging of voltooiing van sy leerlingskontrak in die Motornwerheid.

KLOUSULE 4.—BYDRAES

(1) Elke vakleerling moet 25 sent tot die Fonds bydra vir elke week diens in die Motornwerheid waaroor hy geregtig is om 'n loon vir 23 uur of meer te ontvang.

(2) Die bydraes in subklosule (1) van hierdie klosule genoem, moet deur die werkewer van die vakleerling se loon afgetrek word op die eerste betaaldag na hierdie Ooreenkoms in werking tree en op elke betaaldag daarna: Met dien verstande dat waar 'n vakleerling 'n loon vir minder as 23 uur in 'n week ontvang of geregtig is om dit te ontvang, geen bydraes van sy loon vir daardie week afgetrek mag word nie.

(3) By elke bydrae ooreenkomstig subklosule (1) van hierdie klosule afgetrek, moet die werkewer 50 cent voeg en die totale bedrag van die bydraes maand na maand maar voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, stuur aan die Streekraad vir die gebied waarin sy bedryfsinrigting geleë is onder dekking van en tesame met die besonderhede in die vorm wat vir dié doel deur die betrokke Streekraad voorgeskryf word.

Opmerking.—Die adresse van die Sekretaris van die onderskeie Streekrade is soos volg:

Streek BR, Posbus 714, Oos-Londen.
Streek EP, Posbus 3164, Port Elizabeth.
Streek NL, Posbus 2838, Durban.
Streek NC, Posbus 446, Kimberley.
Streek OFS, Posbus 910, Bloemfontein.
Streek TVL, Posbus 8477, Johannesburg.
Streek WP, Posbus 1946, Kaapstad.

Namens die partye op hede die 23ste dag van Oktober 1970 in Bloemfontein onderteken.

F. J. HACKNEY, Voorsitter van die Raad.

F. C. PINNOCK, Ondervoorsitter van die Raad.

H. G. RINGROSE, Sekretaris van die Raad.

AANHANGSEL A

NASIONALE GESONDHEIDSFONDSE VIR DIE MOTORNYWERHEID

AANSOEK OM LIDMAATSKAP EN REGISTRASIE VAN AFHANKLIKES:

GESONDHEIDSFONDS VIR VAKMANNE

Ek (volle naam in blokletters) _____
lid van die volgende vakvereniging _____
vakvereniging No. _____, in diens by (werkewer se naam en adres) _____
wat te (aansoeker se privaatadres) _____
woon en op (dag) (maand) (jaar) _____
gebore is en wat die beroep van _____
uitoefen, doen hierby aansoek om as lid van die Nasionale Gesondheidsfondse vir die Motornwerheid (Gesondheidsfonds vir Vakmanne) geregistreer te word en om registrasie van ondergenoemde afhanklikes. Ek onderneem om die bepalings van die Fondsreëls wat van tyd tot tyd van krag is, na te kom.

My Identity Card No. is _____

I am single/married/widowed/divorced. (Delete whichever does not apply.)

Note: Answer "Yes" or "No" to the following questions, and if the answer is "Yes", then give full details:

(1) Do you or any of your dependants, or have you or any of your dependants at any time suffered from any deformity, maiming, physical defect, chronic disease or from any illness whatsoever, even in a slight form?

(2) Have you at any time previously contributed to this Fund in this or any other Region?

PARTICULARS OF DEPENDANTS

Full name (block letters)	Exact date of birth	Chronic disabilities	Relationship

I solemnly and sincerely declare that all the particulars given by me in this form are to the best of my knowledge and belief true and correct, that the above-mentioned dependants are free from disease or infirmity of a chronic nature except as specified above and that my *child/children *is/are not in receipt of an income.

Dated this _____ day of _____ 19_____

Signature of Contributor _____

* Please delete that which is not applicable.

DEATH BENEFIT

In the event of my death I nominate as my beneficiary _____
(full name, Mr/Mrs/Miss)

Relationship _____

Address _____

Identity number (where applicable) _____

If beneficiary is a minor, state date of birth _____

Date _____ Signature of Contributor _____

FOR OFFICE USE ONLY

Date received _____ Date registered _____

Registration No. _____

ANNEXURE B

MOTOR INDUSTRY NATIONAL HEALTH FUNDS

APPLICATION FOR MEMBERSHIP: APPRENTICES' HEALTH FUND

I (full name in block letters) _____

apprenticed to (employer's name and address) _____

and residing at (applicant's private address) _____

my date of birth being _____ (day) _____ (month) _____ (year)
and trade _____ hereby apply to
be registered as a member of the Motor Industry National Health Funds (Apprentices' Health Fund). I agree to abide by the provisions of the Fund's Rules in force from time to time.

My Identity Card No. is _____

Note: Answer "Yes" or "No" to the following questions, and if the answer is "Yes" then give full details:

(1) Do you, or have you at any time suffered from any deformity, maiming, physical defect, chronic disease or from any illness whatsoever, even in a slight form?

My Persoonsnommer is _____

Ek is ongetroud/getroud/wewenaar/geskei. (Skrap wat nie van toepassing is nie.)

Opmerking: Antwoord "Ja" of "Nee" op die volgende vrae, en as die antwoord "Ja" is, verstrek volle besonderhede:

(1) Ly u of enige van u afhanklike is het u of enige van u afhanklike te eniger tyd gely aan enige wanskaperheid, verminking, liggaamsgebrek, chroniese siekte of enige siekte hoegenaamd, selfs van geringe aard?

(2) Het u al voorheen in hierdie of enige ander streek tot hierdie Fonds bygedra?

BESONDERHEDE VAN AFHANKLIKES

Volle naam (blokletters)	Presiese geboortedatum	Chroniese ongeskikthede	Verwantskap

Ek verklaar plegtig en opreg dat al die besonderhede wat ek in hierdie vorm verstrek het, na my beste wete en oortuiging waar en korrek is, dat bogenoemde afhanklike vry van siekte of swakheid van chroniese aard is, behalwe soos hierbo gespesifieer, en dat my kind/kinders* geen inkomste ontvang nie.

Op hede die _____ dag van _____ 19_____ gedateer.

Handtekening van bydraer _____

* Skrap asseblief wat nie van toepassing is nie.

STERFTEBYSTAND

In geval van my afsterwe benoem ek _____ (volle naam, Mnr./Mev./Mej.) as my begunstigde. Verwantskap _____

Adres _____

Persoonsnommer (waar van toepassing) _____

As begunstigde minderjarig is, meld geboortedatum _____

Datum _____ Handtekening van bydraer _____

SLEGS VIR KANTOORGEBRUIK

Datum ontvang _____ Datum geregistreer _____

Registrasienommer _____

AANHANGSEL B

NASIONALE GESONDHEIDSFONDSE VIR DIE MOTOR-NYWERHEID

AANSOEK OM LIDMAATSKAP: GESONDHEIDSFONDS VIR VAKLEERLINGE

Ek (volle naam in blokletters) _____
vakleerling by (werkgewer se naam en adres) _____

wat te (aansoeker se privaatadres) _____

woon en op _____ (dag) _____ (maand) _____ (jaar)

gebore is en die ambag _____ beoefen, doen hierby aansoek om as lid van die Nasionale Gesondheidsfondse vir die Motornywerheid (Gesondheidsfonds vir Vakleerlinge) geregistreer te word. Ek onderneem om die bepalings van die Fonds se reëls wat van tyd tot tyd van krag is, na te kom.

My Persoonsnommer is _____

Opmerking: Antwoord "Ja" of "Nee" op die volgende vrae, en as die antwoord "Ja" is, verstrek volle besonderhede:

(1) Ly u of het u te eniger tyd gely aan enige wanskaperheid, verminking, liggaamsgebrek, chroniese siekte of aan enige siekte hoegenaamd, selfs van geringe aard?

(2) Have you at any time previously contributed to this Fund in this or any other Region?

(3) Are you a member of a Trade Union?

I solemnly and sincerely declare that all the particulars given by me in this form are to the best of my knowledge and belief true and correct.

Dated this _____ day of _____ 19_____

Signature of Contributor _____

FOR OFFICE USE ONLY

Date received _____ Date registered _____

Registration No. _____

No. R. 876

26 May 1971

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

MOTOR INDUSTRY.—NATIONAL HEALTH FUNDS AGREEMENT

EXEMPTION FROM SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from 1 June 1971, and for such period or periods as the Agreement published under Government Notice R. 875 of 26 May 1971, may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sickness compensation in terms of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 877

26 May 1971

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY.—NATIONAL HEALTH FUND AGREEMENT

CANCELLATION OF GOVERNMENT NOTICE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 705 of 2 May 1969, as from 1 June 1971.

M. VILJOEN, Minister of Labour.

(2) Het u al voorheen tot hierdie Fonds in hierdie of enige ander streek bygedra?

(3) Is u lid van 'n vakvereniging?

Ek verklaar plechtig en opreg dat al die besonderhede wat ek in hierdie vorm verstrek het na my beste wete en oortuiging waar en korrek is.

Op hede die _____ dag van _____ 19_____
gedateer.

Handtekening van bydraer _____

SLEGS VIR KANTOORGEBRUIK

Datum ontvang _____ Datum geregistreer _____

Registrasienommer _____

No. R. 876 26 Mei 1971

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MOTORYNWERHEID.—NASIONALE GESONDHEIDSFONDSE-OOREENKOMS

VRYSTELLING VAN SIEKTEVERLOFBEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, stel hierby kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van 1 Junie 1971 en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 875 van 26 Mei 1971, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektevergoeding geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 877 26 Mei 1971

WET OP NYWERHEIDSVERSOENING, 1956

MOTORYNWERHEID.—NASIONALE GESONDHEIDSFONDSE-OOREENKOMS

INTREKKING VAN GOEWERMENTSKENNISGEWING

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R. 705 van 2 Mei 1969 in vanaf 1 Junie 1971.

M. VILJOEN, Minister van Arbeid.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

10	Date of Signature	Signature of the Declarant
FOR OFFICE USE ONLY		
Date of issue _____		
Registration No. _____		
No. R. 876		
TAXIMETER LICENCE		
MOTOR INDUSTRY NATIONAL HEALTH LUND AGREEMENT		
TAXIMETER LICENCE		
INHOUD		
No.		
Arbeid, Departement van		
GOEWERMENTSKENNISGEWINGS		
R. 875. Motornywierheid: Nasionale Gesondheidsfondse-ooreenkoms 1		
R. 876. Motornywierheid: Nasionale Gesondheidsfondse-ooreenkoms: Vrystelling van siekterverlofbelings 11		
R. 877. Motornywierheid: Nasionale Gesondheidsfondsooreenkoms: Intrekking van Goewermentskennisgewing 11		