



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 202 7 Februarie 1975
WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—MEDIESE HULFONDSOOREENKOMS VIR NIE-AMBAGSMANNE

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid 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 werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

S. L. MULLER, Waarnemende Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

OOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa

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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 202 7 February 1975
INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA.—MEDICAL AID FUND AGREEMENT FOR NON-ARTISANS

I, Stefanus Louwrens Muller, Acting Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, 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' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

S. L. MULLER, Acting Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Cape Engineer's and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa

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Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electroplating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State Foundry Association

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

Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

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

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

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum soos deur die Minister van Arbeid ingevolge artikel 48 van die Wet op Nywerheidsversoening 1956, vasgestel en bly van krag vir 'n tydperk van vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(2) Hierdie Ooreenkoms is nie van toepassing nie op—

(a) werknemers terwyl hulle deelnemers is in die Mediese Hulpfonds van die Metaalnywerhede wat vir die oomblik van krag is;

(b) 'n werkgewer en sy werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese voordele verskaf en wat bestaan het op die datum van inwerkingtreding van hierdie Ooreenkoms (en waarin die werkgewer van dié werknemers op genoemde datum 'n deelnemer was) en waartoe die betrokke werkgewer weekliks minstens 20c bydrae ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word, terwyl sodanige skema in werking bly en genoemde werkgewer en sy werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n bydrae van minstens 20c per week ten opsigte van elke sodanige werknemer te betaal.

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet en alle verwysings na 'n wet omvat ook alle wysigings van sodanige wet; voorts tensy onbestaanbaar met die samehang, beteken—

"vakleerling" 'n werknemer in diens kragtens 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944, of in diens kragtens reëlens wat getref is voordat die persoon 'n vakleerling geword het;

"Bestuursraad" die Bestuursraad wat ingestel is ooreenkomstig klousule 5 van die konstitusie van die Mediese Hulpfonds vir Werknemers in die Ingenieurs en Aanverwante Nywerhede;

Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa

Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electroplating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning

Contractors' Association
S.A. Machine and Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association

S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers Association
Transvaal and Orange Free State Foundry Association

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

Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

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

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

1. PERIOD OF OPERATION OF AGREEMENT

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

2. SCOPE OF APPLICATION OF AGREEMENT

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

(2) The terms of this Agreement shall not apply to—

(a) employees whilst they are participating in the Metal Industries Medical Aid Fund in force for the time being;

(b) an employer and his employees who are participants with the employer in any scheme providing medical benefits which was in existence on the date of coming into operation of this Agreement (and in which the employer of those employees was on the said date a participant) and to which the employer concerned contributes not less than 20c per week for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and his employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 20c for each such employee per week.

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

3. DEFINITIONS

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

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944, or employed under any pre-apprenticeship arrangement;

"Board of Management" or "Board" means the Board established in terms of clause 5 of the Constitution of the Engineering and Allied Industries Employees' Medical Aid Fund;

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

"werknemer" 'n werknemer wat enigiens van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens 66c per uur in enige Ooreenkoms wat in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede van krag is, op die datum van inwerkingtreding van hierdie Ooreenkoms, met inbegrip van enige ooreenkoms wat daarop volg en/of enige verlengings en/of wysigings daarvan;

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

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

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

"Yster-, Staal-, Ingenieurs- of Metallurgiese Nywerhede" of "Nywerhede" (behoudens die bepaling van die Afbakeningsvaststelling gepubliseer by Goewermentskennissgewing R. 1971 van 30 November 1962) die nywerhede betrokke by die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metale (uitgesonderd edelmetale) en/of legerings uit metaalskuim en/of -afval en/of -residu's; die onderhoud, vervaardiging, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal bestaan (uitgesonderd edelmetaal) of dele of komponente daarvan en struktuurmetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe met inbegrip van die afskraap, afbik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en omvat dit die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en Plastieknywerheid, maar nie die Motornywerheid nie;

"Elektrotegniese Ingenieursnywerheid"—

(a) die vervaardiging en/of montering uit samestellende dele van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relê's, kontaktoestel, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verhitings-, kook-, bevroerings- en verkoelingsuitrusting, transformators, oonduitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarin gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huis-houdelike elektriese toestelle en omvat dit die vervaardiging van samestellende dele van bogenoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo genoem, in die provinsie Transvaal, maar omvat dit nie die Elektrotegniese Kontraknywerheid nie;

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

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

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

"plastiek" enigiens van die groep stowwe wat, as 'n essensiële bestanddeel, organiese stof met 'n groot molekulêre gewig bevat of daaruit bestaan, en wat, terwyl dit in die afgewerkte vorm solied is, in een of ander stadium tydens die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer, uitgedruk of gevorm kan word in verskillende vorms deurdat dit vloeï, gewoonlik deur die aanwending van slegs hitte en slegs druk of albei saam;

"edelmetale" die edelmetale goud, silwer, platina en/of palladium en/of enige legering wat genoemde edelmetale of enigiens daarvan in sodanige verhouding tot enige ander metale bevat om die grootste deel in die waarde van daardie legering uit te maak;

"Motornywerheid" die Motornywerheid soos omskryf in die Hoof-ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid gepubliseer by Goewermentskennissgewing R. 479 van 29 Maart 1974;

"Streek A" die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (Kaap), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad,

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

"employee" means an employee employed on any of the classes of work scheduled at a rate of less than 66c per hour in any Agreement operative in the Iron, Steel, Engineering and Metallurgical Industries at the date of coming into force of this Agreement, including any succeeding agreements and/or any extensions and/or amendments thereof;

"employer" means an employer as defined in the Industrial Conciliation Act who is required to observe this Agreement;

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

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

"Iron, Steel, Engineering and Metallurgical Industries" or "Industries" means (subject to the provisions of the Demarcation Determination published under Government Notice R. 1971 of 30 November 1962), the industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships including the scraping, chipping and/or scaling and/or painting of hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry but does not include the Motor Industry;

"Electrical Engineering Industry" means—

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

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Province of the Transvaal, but does not include the Electrical Contracting Industry;

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

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

"Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics, but does include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic Venetian blinds;

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

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

"Motor Industry" means the Motor Industry as defined in the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry published under Government Notice R. 479 of 29 March 1974;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Cape), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (Cape), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland,

Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, en ten opsigte van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad, 8012;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Kieskammahoeck, King William's Town, Komga, Lady Grey, Libode, Maclear, Middle-drift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala), en ten opsigte van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen, 5200;

"Streek C" die provinsie Natal, met inbegrip van die landdrostdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, en ten opsigte van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban, 4000;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (Kaap), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Kaap), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en omvat dit die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000;

"Streek F" die provinsie Oranje-Vrystaat, uitgesonderd die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonias, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg en Warrenton, en ten opsigte van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460.

4. DIE INSTELLING VAN DIE FONDS

(1) 'n Mediese hulpfonds wat as die "Mediese Hulpfonds vir Werknemers in die Ingenieurs- en Aanverwante Nywerhede" bekend staan (hieronder die "Fonds" genoem) word hierby, kragtens hierdie Ooreenkoms, ingestel.

(2) Die Fonds bestaan uit—

(a) geld wat oploep uit bydraes soos voorgeskryf in klousule 8 van hierdie Ooreenkoms;

(b) rente wat op beleggings ontvang word.

5. DOELSTELLINGS VAN DIE FONDS

Die Fonds het as doelstellings—

(a) die instelling, organisering en voorsiening van mediese bystandvoordele vir sekere gespesifiseerde klasse werknemers in die groep nywerhede, wat bekend staan as die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede van die Republiek van Suid-Afrika, vir welke doel die Fonds geld, betaalbaar deur premies, bydraes, donasies of andersins, kan ontvang;

(b) om, indien nodig, deur middel van 'n kontrak of kontrakte, reëlins met mediese praktisyns, spesialiste, hospitale, verpleeg-inrigtings of enige organisasie wat geneeskundige of artseny-kundige dienste lewer of medisyne verskaf, 'n geregisteerde versekeringsmaatskappy of -maatskappy of enige organisasie wat te doen het met die lewering van soortgelyke voordele, aan te gaan;

(c) om wederkerige reëlins met soortgelyke fondse aan te gaan;

(d) om allerlei wettige handelinge, dade of dinge, of funksies te doen of uit te voer wat in verband staan met, of bevorderlik is vir die bereiking van bogenoemde doelstellings of enige daarvan.

Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town, 8012;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St Mark's (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Kieskammahoeck, King William's Town, Komga, Lady Grey, Limbode, Maclear, Middle-drift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St Johns, Peddie, Queenstown, Qumba, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala), and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London, 5200;

"Region C" means the Province of Natal, including the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, and for the purposes of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban, 4000;

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

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

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

4. ESTABLISHMENT OF THE FUND

(1) A Medical Aid Fund, which shall be known as the "Engineering and Allied Industries Employees Medical Aid Fund" (hereinafter referred to as the "Fund") is hereby established in terms of this Agreement.

(2) The Fund shall consist of—

(a) moneys accruing from contributions as prescribed in section 8 of this Agreement;

(b) interest received from investments.

5. OBJECTS OF THE FUND

The Fund shall have as its objects—

(a) to establish, organise and provide medical aid benefits for certain specified classes of employees in the group of industries known as the Iron, Steel, Engineering and Metallurgical Industries in the Republic of South Africa, for which purpose the Fund may receive moneys payable by premiums, contributions, donations or otherwise;

(b) to enter into arrangements, if deemed necessary, by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisation providing medical, medicines or pharmaceutical services, registered insurance company or companies or any organisation engaged in providing similar benefits;

(c) to enter into reciprocal arrangements with similar funds;

(d) to do or perform all such lawful acts, deeds or things or functions as may be incidental or conducive to the attainment of the above objects or any of them.

6. LIDMAATSKAP

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

Vir die toepassing van hierdie subklousule en van klousule 8 van hierdie Ooreenkoms beteken—

"ingelyste werknemers" 'n werknemer soos in klousule 3 (woordomskeywing) van hierdie Ooreenkoms omskryf;

"oningelyste werknemers" enige ander werknemer wat, uitgesonderd oortyd werk, minder as 66c per uur of R29,70 per week of R128,70 per maand verdien, in diens van 'n werkgewer vir wie die werkgewer bydraes betaal en wat 'n bydraer tot die Fonds is.

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

(3) Ondanks subklousules (1) en (2) kan 'n lid wat by aftrede verkies om 'n lid van die Fonds te bly, dit doen: Met dien verstande dat hy maandeliks vooruit 'n bedrag gelykstaande met die bydraes van die werknemer en werkgewer soos in klousule 8 (1) en (3) voorgeskryf, bydra.

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

7. BEEÏNDIGING VAN LIDMAATSKAP

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

(2) Die beëindiging van lidmaatskap ingevolge klousule (1) tree in werking met ingang van die datum waarop die Sekretaris van die Fonds die betrokke lid skriftelik in die voege in kennis stel. Die Fonds moet eise om voordele wat tot op daardie datum opgeloopt het, uitbetaal maar geen eis wat na die datum van kennisgewing ontstaan moet oorweeg word nie.

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

(4) Lidmaatskap van die Fonds word beëindig—

(a) sodra 'n lid nie meer in diens van, en/of verbonde is aan die Nywerhede nie: Met dien verstande dat 'n lid wat bydraes vir 13 agtereenvolgende weke net vóór sy werkloosheid betaal het, sonder betaling van bydraes geag word 'n lid van die Fonds te wees vir 'n tydperk van twee kalendermaande met ingang van die datum van beëindiging van diens in die Nywerhede;

(b) in die geval van alle lede wat, nadat hulle voordele vir een jaar ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as kronies siek, permanent ongeskik, heeltemal onbevoeg en nie in staat om in die Nywerhede te werk nie;

(c) in die geval van die likwidasië van die Fonds ooreenkomstig klousule 14 van hierdie Ooreenkoms.

(5) 'n Lid van wie die lidmaatskap van die Fonds beëindig is, verbeur alle aanspraak op die Fonds, en, indien lidmaatskap weer toegestaan word, word hy geag 'n algehele nuwe lid te wees, tensy die Bestuursraad anders besluit.

8. BYDRAES

(1) Bydraes moet, soos hieronder bepaal, deur die werkgewers en die werknemers betaal word vanaf die datum waarop hierdie Ooreenkoms in werking tree. Die werkgewer moet 20c per week met inbegrip van weke wat die werknemer op vakansie met betaling is, van die loon van elke werknemer aftrek.

(2) Bydraes ooreenkomstig subklousule (1) mag van die lone van oningelyste werknemers, uitgesonderd vakleerlinge, afgetrek word indien hulle skriftelik daarom aansoek doen.

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

Elke werkgewer in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metalurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad, 8012;

6. MEMBERSHIP

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

For the purposes of this subsection and of section 8 of this Agreement—

"scheduled employees" means an employee as defined in section 3 of this Agreement (Definitions);

"unscheduled employees" means any other employee earning less than 66c per hour or R29,70 per week or R128,70 per month, excluding overtime, in the employ of an employer for whom the employer pays contributions and who is a contributor to the Fund.

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

(3) Notwithstanding the provisions of subsections (1) and (2) a member, on retirement, who elects to continue participating in the Fund, may do so provided he contributes monthly in advance, an amount equal to the employee and employer contributions prescribed in section 8 (1) and (3).

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

7. TERMINATION OF MEMBERSHIP

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

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

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

(4) Membership of the Fund shall terminate—

(a) directly a member ceases to be employed and/or engaged in the Industries: Provided that a member who has made contributions for 13 consecutive weeks immediately prior to unemployment shall, without the payment of contributions, be deemed to be a member of the Fund for a period of two calendar months from the date of termination of employment in the Industries;

(b) in the case of all members who, after having received benefits for one year, are declared by a medical practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to work in the Industries;

(c) in the event of the liquidation of the Fund in terms of section 14 of this Agreement;

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

8. CONTRIBUTIONS

(1) Contributions shall be made by the employers and employees as from the date of coming into operation of this Agreement as hereinafter provided. From the wages of each employee the employer shall deduct 20c per week including weeks in which the employee is on paid holiday.

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

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

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town, 8012;

elke werkgever in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen, 5200;

elke werkgever in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban, 4000;

elke werkgever in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Port Elizabeth, 6000;

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

elke werkgever in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460.

9. VOORDELE

(1) Behoudens die Reëls van die Fonds, is 'n lid daarop geregtig om die volgende voordele van die Fonds te eis ten opsigte van mediese dienste:

Betaling van koste wat nie die totale bedrag van R350 gedurende elke tydkring van 52 weke bydraende diens van die lid te bowe gaan nie.

(2) 'n Lid wat geen voordele binne 'n tydperk van drie agtereenvolgende tydkringe van 52 weke soos hierbo genoem, eis nie, is geregtig op betaling van onkoste tydens die 52 weke wat volg op die geen-eis tydkringe, ten bedrae van 'n verdere 25 persent wat by die bedrae genoem in subklousule (1) van hierdie klousule gevoeg is.

(3) Ondanks hierdie klousule, is geen lid op voordele soos bepaal deur hierdie Reëls geregtig nie, tensy hy 'n Lidmaatskapkaart het en bydraes tot die Fonds vir minstens 13 agtereenvolgende weke gemaak het: Met dien verstande dat wanneer 'n lid nie langer in diens van die Nywerhede is nie, anders as in die geval van werkloosheid ooreenkomstig klousule 7 (4) (a), hy weer as lid van die Fonds met die oog op voordele beskou word, as hy bydraes vir minstens 13 agtereenvolgende weke vanaf die datum van sy herindiensneming deur die Nywerhede betaal het.

(4) Die Bestuursraad kan na volkome goedvinde, ondanks die Reëls, ex gratia-uitbetalings aan lede maak, na gelang van die spesiale omstandighede van elke geval.

10. ADMINISTRASIE VAN DIE FONDS

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

(a) Die Fonds se voordele en die vereistes daarvoor;
(b) die prosedure in verband met die indien en uitbetaling van eise;

(c) enige ander aangeleentheid waaroor die Bestuursraad besluit.

(2) Die Bestuursraad beskik oor die bevoegdheid om reëls vir die administrasie van die Fonds te maak en te wysig. Kopieë van die Reëls en alle wysigings daarvan wat nie onbestaanbaar met hierdie Ooreenkoms of 'n wet is nie, moet by die Sekretaris van Arbeid ingedien word.

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

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

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

(6) As die bedrag in die krediet van die Fonds te eniger tyd tot minder as R4000 daal, moet uitbetaling gestaak en nie hervat word totdat die bedrag in die krediet van die Fonds R8000 te bowe gaan nie: Met dien verstande dat, nadat uitbetalings hervat is, eise wat tydens sodanige tydperk ingestel is, in volgorde van ontvangs daarvan betaal word.

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

(8) Die Bestuursraad kan na volkome goedvinde, ondanks die bepalinge van die Reëls, ex gratia-uitbetalings aan lede maak, na gelang van die spesiale omstandighede van elke geval.

every employer in Region B, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London, 5200;

every employer in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban, 4000;

every employer in Region D, to the Secretary, National Industrial Council for the Iron, Steel Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth, 6000;

every employer in Region E, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000;

every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460.

9. BENEFITS

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

Payment of expenses not exceeding the amount of R350 in the aggregate in each cycle of fifty-two (52) weeks of contributory service of the member.

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

(3) Notwithstanding the provisions of this section, no member shall be entitled to benefits unless he is in possession of a Membership Card and has made contributions to the Fund for at least 13 consecutive weeks: Provided that where a member ceases to be employed in the Industries other than in the case of unemployment in terms of section 7 (4) (a), his membership of the Fund for purposes of benefits shall be deemed to recommence after he has made contributions for at least 13 consecutive weeks from his date of re-employment in the Industries.

(4) The Board of Management in its entire discretion, notwithstanding the provisions of the Rules, may make ex gratia payments to members, depending on the special circumstances of each case.

10. ADMINISTRATION OF THE FUND

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

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

(2) The Board of Management shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto, which shall not be inconsistent with this Agreement or any Act, shall be lodged with the Secretary of Labour.

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

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

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

(6) If at any time the amount to the credit of the Fund drops below R4000 payments shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R8000: Provided that upon payments being resumed, claims made during such period of suspension shall be met in the order in which they were received.

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

(8) The Board of Management in its entire discretion, notwithstanding the provisions of the Rules, may make ex gratia payments to members, depending on the special circumstances of each case.

11. VRYWARING

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

12. FINANSIELE BEHEER

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

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

(a) In vaste deposito's of in spaarrekenings of op aanvraag by enige bank of bouvereniging wat deur die wette van die Republiek van Suid-Afrika beheer word;

(b) in wissels, obligasies, sertifikate, skuldbriewe of effekte deur die Regering van die Republiek van Suid-Afrika uitgereik of gewaarborg;

(c) in deposito's in die Posspaarbank van die Republiek van Suid-Afrika;

(d) in effekte van, of in lenings aan 'n plaaslike bestuur in die Republiek wat met regs persoonlikheid bekleed is of in die lewe geroep is deur 'n algemene of spesiale wet, ordonnansie of statutêre bepaling;

(e) in skuldbriewe of effekte van 'n waterwerke, 'n elektrisiteitsvoorsieningskorporasie of 'n dergelike korporasie wat deur spesiale wetsbepalings in die lewe geroep is binne die Republiek van Suid-Afrika;

(f) in bouverenigingaandeel of voorkeuraandeel van 'n maatskappy wat op die Johannesburgse Aandelebeurs genoteer word;

(g) in die aankoop van vaste eiendom, insluitende die aankoop van grond en die oprigting van geboue daarop;

(h) in eerste verbande op vaste eiendom in die Republiek van Suid-Afrika of deelname aan sodanige verbande op voorwaardes wat die Bestuursraad van tyd tot tyd voorskryf. Geen geld word voorgeskiet, met vaste eiendom wat alreeds onder verband staan as sekuriteit nie, tensy die vorige verband ten gunste van die Fonds is nie: Met dien verstande dat die bedrag van die lening nooit 75 persent van die markwaarde van die betrokke eiendom, soos deur 'n beëdigde waardeerder vasgestel, te bowe gaan nie.

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

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

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

(6) Die Bestuursraad moet 'n jaarverslag oor die werking van die Fonds, tesame met 'n kopie van die ouditeur se verslag en 'n balansstaat van die Fonds en 'n inkomste-en-uitgawerekening vir die boekjaar wat op elke 31 Desember eindig, voorlê, en dit moet jaarliks, sodra dit beskikbaar is, aan die Sekretaris van Arbeid en die partye van hierdie Ooreenkoms gegee en vir die inligting van die werkgewers en lede, op sodanige wyse as wat die Raad van tyd tot tyd bepaal, gepubliseer word.

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

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

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

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

11. INDEMNITY

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

12. FINANCIAL CONTROL

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

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

(a) In fixed deposits or savings accounts or on call at any bank or building society governed by the laws of the Republic of South Africa;

(b) in bills, bonds, certificates, debentures or stock issued or guaranteed by the Government of the Republic of South Africa;

(c) in deposits in the Republic of South Africa Post Office Savings Bank;

(d) in stock of, or in loans to any local authority in the Republic incorporated or constituted by or under any general or special statute ordinance or statutory enactment;

(e) is debentures or stock of any waterworks, electricity supply corporation or a similar corporation created by special legislative enactments within the Republic of South Africa;

(f) in building society shares or preferences shares of any company quoted on the Johannesburg Stock Exchange;

(g) in the purchase of immovable property, including the purchase of land and the erection of buildings thereon;

(h) in first mortgage upon immovable property in the Republic of South Africa or participation in such mortgage bonds on conditions laid down by the Board from time to time. No moneys shall be advanced on the security of immovable property which is subject to a prior mortgage bond unless such prior mortgage bond is in favour of the Fund: Provided always that the total of the loan shall not exceed 75 per cent of the market value of the property concerned, as determined by a sworn appraiser.

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

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

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

(6) The Board shall present an annual report on the working of the Fund, together with a copy of the auditor's report and balance sheet of the Fund and a statement of the revenue and expenditure for the financial year ending each 31st December which shall be posted annually as soon as available to the Secretary for Labour and the parties to this Agreement and published for the information of the employers and members by such means as the Board may from time to time determine.

(7) The Board shall keep such records of the Fund as shall enable an actuarial valuation to be made at any time; such records shall also give such other particulars and information as the Board may consider desirable. The result of any actuarial valuation shall be embodied in a report which shall be submitted to the Board. The parties to the Agreement shall be provided with a copy of such report(s).

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

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

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

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

13. VERSTRYKING VAN DIE OOREENKOMS

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

(2) Indien hierdie Ooreenkoms deur verloop van tyd of om enige ander rede vervalt, moet die Bestuursraad wat laaste die amp beklee, die Fonds administreer tot tyd en wyl dit of ooreenkomstig klousule 14 afgehandel is, of die Raad dit oorgedra het aan 'n ander Fonds wat vir dieselfde doel ingestel is waarvoor hierdie Fonds in die lewe geroep is.

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

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

14. LIKWIDASIE

By die verval van die Ooreenkoms deur verloop van tyd of om enige ander rede, en tensy dit binne twee jaar hernieu of vervang word deur 'n ander Ooreenkoms wat die Fonds laat voortbestaan, of as die Fonds nie deur die Raad binne die genoemde tydperk van twee jaar aan enige ander Fonds oorgedra word wat vir dieselfde doel ooreenkomstig die bepalings van klousule 13 saamgestel is nie, moet die Fonds gelikwider word. By likwidasië van die Fonds moet die geld in die krediet van die Fonds, na die uitbetaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiëkoste, gelykop tussen die werkgewersorganisasies en die vakverenigings verdeel word. Die Fonds moet deur die Bestuursraad, wat ooreenkomstig klousule 13 optree, of deur die trustees wat ooreenkomstig genoemde klousule benoem is, na gelang van die geval, gelikwider word.

15. ONVERVREEMBARE VOORDELE

(1) Die voordele wat die Fonds verskaf, is nie oordraagbaar nie en 'n lid wat probeer om sy voorregte oor te maak, oor te dra, te sedeer, te verpand of te verhipoteker, verbeur onmiddellik enige voordele hoegenaamd, en lidmaatskap van die Fonds word beëindig.

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

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

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

16. AGENTE

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

17. VRYSTELLINGS

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

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

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

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

13. EXPIRY OF THE AGREEMENT

(1) Any Agreement declared by the Minister to be binding in terms of section 48 of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement, may make provision for the continuity and administration of the fund.

(2) Should this Agreement expire by effluxion of time or any other reason, the Fund shall continue to be administered by the Board of Management last in office until it be either dealt with in terms of section 14 or is transferred by the Council to any other Fund constituted for the same purpose as that for which this Fund was created.

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

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

14. LIQUIDATION

Upon expiry of the Agreement by effluxion of time or any other reason and unless within two years it is renewed or replaced by another Agreement perpetuating the Fund or if the Fund is not transferred by the Council to any other Fund constituted for the same purpose in accordance with the provision of section 13 within the said period of two years the Fund shall be liquidated. Upon liquidation of the Fund the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be equally apportioned between the employers' organisations and the trade unions. The Fund shall be liquidated by the Board of Management functioning in terms of section 13 or the trustees appointed in terms of the said section as the case may be.

15. BENEFITS INALIENABLE

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

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

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

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

16. AGENTS

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

17. EXEMPTIONS

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

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

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

18. VERTONING VAN OOREENKOMS

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

Namens die partye op hede die 19de dag van September 1974 te Johannesburg onderteken.

T. P. MURRAY, Voorsitter.

W. E. KIRKWOOD, Ondervoorzitter.

W. R. GLASTONBURY, Hoofsekretaris.

18. EXHIBITION OF AGREEMENT

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

Signed at Johannesburg for and on behalf of the parties this 19th day of September 1974.

T. P. MURRAY, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

AGROANIMALIA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Dierreproduksie en -tegnologie, Dierversorging en -ekologie, Fisiologie, Genetika en Teelt, Suiwelkunde en Voeding. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike 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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AGROANIMALIA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Animal Production and Technology, Livestock Management and Ecology, Physiology, Genetics and Breeding, Dairy Science and Nutrition. 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).

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