



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2226

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2226

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 125]

PRETORIA, 7 NOVEMBER 1975

[No. 4892

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2080

7 November 1975

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING INDUSTRY, PIETERMARITZBURG
AND NORTHERN AREAS.—BENEFIT FUND
AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 10 November 1975 and for the period ending 9 November 1980, 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;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from 10 November 1975 and for the period ending 9 November 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 10 November 1975 and for the period ending 9 November 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

41687—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. 2080

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956

**BOUNYWERHEID, PIETERMARITZBURG EN
NOORDELIKE GEBIEDE.—BYSTANDSFONDSOOR-
EENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 10 November 1975 en vir die tydperk wat op 9 November 1980 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van 10 November 1975 en vir die tydperk wat op 9 November 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van 10 November 1975 en vir die tydperk wat op 9 November 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

4892—1

SCHEDULE

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

BENEFIT FUND AGREEMENT

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

Master Builders' and Allied Trades' Association, Pietermaritzburg

and the

Building Industries Federation (South Africa)

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

Amalgamated Union of Building Trade Workers of South Africa

and the

White Building Workers Union

and the

Amalgamated Society of Woodworkers of South Africa (hereinafter referred to as the "employees" or "trade unions"), of the other part,

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(a) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(b) in the Magisterial Districts of Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Klip River, Lions River, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply to artisans, foremen and general foremen only.

2. PERIOD OF OPERATION

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

3. DEFINITIONS

Any term used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendment thereof; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"artisan" means any person who has served his apprenticeship in a trade designated or deemed to have been designated in terms of the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the Registrar in terms of either section 2 (7) or section 7 (3) of the latter Act, or who has been employed in the Building Industry in any one of the trades designated under the Apprenticeship Act, 1944, for at least five consecutive years, having for not less than 80 per cent of that period contributed to a holiday or benefit fund for the Building Industry, and is engaged on any one or more of the following operations in any one or more of the trades indicated below:

Asphalting, supervision of all asphalting operations;

bricklaying, setting out from plans; laying of preconstructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; tuck pointing;

metal working, marking and setting out; setting up and supervising machines, subject to the proviso that no one artisan shall be required to supervise more than three machines; hand welding and brazing; drilling and tapping by hand; final filing and/or assembly; fixing of builder's smith and founder work, metal frames and stairs, architectural metal work and extruded metal;

plastering, modelling and model-making, mould-making; preparing preliminary ruling screeds; rendering materials to surfaces; *granolithic work*; screeds to floors to receive finished covering such as blocks and vinyl floor-tiles and sheeting, etc.;

BYLAWE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

BYSTANDSFONDSOOREENKOMS

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

Master Builders' and Allied Trades, Association, Pietermaritzburg

en die

Building Industries Federation (South Africa)

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

Amalgamated Union of Building Trade Workers of South Africa

en die

Blanke Bouwerkersvakbond

en die

Amalgamated Society of Woodworkers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is;

(b) in die landdrosdistrikte Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Kliprivier, Lionsrivier, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid en in daardie gedeeltes van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrikte Estcourt en Mooirivier geval het.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms net op ambagsmanne, voormanne en algemene voormanne van toepassing.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van vyfjaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur die Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet, of wat minstens vyf agtereenvolgende jare in diens was in die Bounywerheid in engeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1944, en wat minstens 80 persent van daardie tydperk tot 'n vakansie- of bystandsfonds vir die Bounywerheid bygedra het, en wat een of meer van ondergenoemde werksaamhede in een of meer van ondervermelde ambagte verrig:

Asfaltwerk, toesig oor alle werksaamhede in verband met asfaltwerk;

messelwerk, afmerk volgens planne; die lê van voorafvervaardigde klipblokke, roosterblokke, sier- en ander stene, glasstene, dek- en drumpelteëls, alle steenmesselhoeke, loodgietershoeke; rivoegwerk;

metaalwerk, merk en afmerk; opstel van en toesighouding oor masjiene, met dien verstande dat daar van geen ambagsman vereis mag word dat hy oor meer as drie masjiene toesig hou nie; met die hand sweis en sweissoldeer; met die hand boor en moerdraad sny; finale vyl- en/of monterwerk verrig; vassit van siermetaal- en gietwerk, metaalrame en trappe, boumetaalwerk en uitgedrukte metaal;

pleisterwerk, boetswerk en modellering; die maak van vorms; gereedmaak van voorbereidende bepaalde gidspleisters; rapping van stowwe aan oppervlakte; granolietwerk; gidspleister vir vloere waarop 'n afdekking soos blokke en vinielvloerteëls, -stroke, ens., aangebring moet word;

plumbing and drainlaying, marking out; setting out; final fixing of assembled piping and fixtures, soldering and brazing on site; supervising laying of pipes to falls;

steel work, supervision of bending, placing and fixing in position of steel reinforcement and steel construction materials;

tiling, setting and fixing of tiles, mosaics, or similar materials;

lead-light making, setting out of templates or drawing on boards, cutting and leading of glass; soldering and the insertion of fixing wires;

stone and monumental masonry, drawing, designing and setting out of letters and enrichments; cutting and carving of letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing of stone or substitute material by hand to size; setting up machines; setting stone on mortar beds; marking out; fixing of precast or artificial stone or marble; tool sharpening;

wood machining, setting up machines; supervising machines, subject to the proviso that no one artisan shall be required to supervise more than two machines: Provided that the Council may authorise the supervision of more machines by one artisan;

shop joinery, marking and setting out, manufacturing, assembling, planning, finishing and fixing finished woodwork;

shopfitting, all operations included under shop joining plus assembling and fixing of shopfronts, shop, office and bank fittings;

site joining, making, fixing and finishing of joinery and timber mouldings;

structural carpentry, marking out, setting out, fabricating, plumbing, levelling, adjusting, securing, lining up and fixing materials;

painting, applying paint, varnish and other similar materials to all surfaces (excluding the application of size, distemper and similar material; the application of priming and undercoats; lime-washing; painting of steel girders with a primer paint; painting of all roofs; applying anti-corrosive paints to structural steelwork and tanking; applying waterproofing compounds to surfaces); paperhanging and signwriting;

glazing, cutting of glass or similar materials and face-puttying;

other trades, the work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures, and shall include all work incidental thereto or consequent thereon, but shall not include the Electrical Industry nor the installation, maintenance or repair of lifts in buildings;

"Council" means the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry, registered in terms of section 19 of the Act;

"contribution book" means the book issued by the Council to each employee in the Building Industry in each year;

"foreman" means any employee in charge of a place of work or places of work or of a particular section of a place of work or places of work, who assigns work to other employees under his control and supervision, supervises the progress of such work, maintains discipline and is generally responsible to his employer or general foreman for efficiency and productivity in the work and who, in addition, either continuously or intermittently, does the work of an artisan;

"Fund" or "Benefit Fund" means the Fund referred to in clause 4 of this Agreement;

"general foreman" means any employee employed in a supervisory capacity, who is in charge of a contract or contracts, who assigns work to other employees under his control and supervision, maintains discipline and is generally responsible to his employer for efficiency and productivity in the work and does not have to do the work of an artisan except in his capacity as instructor;

"Holiday Fund" means the "Pietermaritzburg and Northern Natal Building Industry Holiday Fund";

"holiday pay" means the contribution paid to the Holiday Fund in terms of a published Agreement of the Council;

"lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, all windows, fanlights and other openings to be properly burglar-proofed, the whole to be constructed to provide a place of adequate size for the safekeeping of employees' tools or clothes at any time;

loodgieterswerk en rioolaanleg, merk; afmerk; finale aanbring van gemonteerde pype en toebehore, soldeer- en sweissoldeerwerk op die terrein; toesighouding oor die lê van pype volgens hellings;

staalwerk, toesighouding oor die buig, plasing en aanbring van staalwapening en staalkonstruksiemateriaal;

teelwerk, die lê en vassit van teëls, mosaïek of ander soortgelyke materiaal;

ruit-in-loodwerk, patrone of tekenings op borde afmerk; glas sny en dit in lood vat; soldeerwerk en die invoeging van hegrade;

klip- en monumentklipmesselwerk, letters en versierings teken, ontwerp en afmerk; letters met die hand en 'n lugdrukhamer sny en uitkerf; finale oppervlakkewerking en -afwerking van klip of vervangingsmateriaal met die hand in die regte grootte, dog nie poleerwerk nie; masjiene opstel; klip op daghalae vassit; afmerk; vassit van voorafgegiete of kunsklip of kunsmarmer; skerpmaak van gereedskap;

houtmasjiënwerk, masjiene opstel; toesighou oor masjiene: Met dien verstande dat daar van geen ambagsman vereis word dat hy toesig hou oor meer as twee masjiene nie: Voorts met dien verstande dat die Raad magtiging kan verleen dat een ambagsman oor meer masjiene toesig hou;

winkelskrynerwerk, uitmerk en afmerk, vervaardiging, montering, skaaf, afwerk en aanbring van voltooid houtwerk;

uitrus van winkels, alle werksaamhede wat onder winkelskrynerwerk ressorteer, asook die montering en installering van winkel-fronte en winkel- en bankuitrusting;

terreinskrynerwerk, die maak, aanbring en afwerking van skrynerwerk en houtlyste;

boutimmerwerk, uitmerk en afmerk, vervaardiging, loodgieterswerk, waterpassing, stelwerk, hegwerk, rig en aanbring van materiaal;

skilderwerk, verf, vernis en ander soortgelyke stowwe aan alle oppervlakte aanbring (uitgesonderd die aanbring van muurlym, distemper en dergelyke materiaal, die aanbring van grond- en onderlae; afwit; die verf van staallêers met 'n grondlaag verf; die verf van alle dakke; die aanbring van korrosiewerende verf aan struktuurstaalwerk en waterdigmaking; waterdigtingsmengsels aan oppervlakte aanbring); plak- en letterskilderwerk;

beglasing, glas of soortgelyke materiaal sny en voorstopverf aanbring;

ander ambagte, die werk wat gewoonlik gedoen word deur 'n persoon wat ingevolge die Wet op Vakleerlinge, 1944, 'n vakleerlingskap uitgedien het;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en omvat dit alle werk wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar dit sluit nie die Elektrotegniese Nywerheid en die installering, onderhoud of herstel van hysers in geboue in nie;

"Raad" die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede, geregistreer ingevolge artikel 19 van die Wet;

"bydraboek" die boek wat elke jaar deur die Raad aan elke werknemer in die Bounywerheid uitgereik word;

"voorman" 'n werknemer wat aan die hoof staan van 'n werkplek of werkplekke of van 'n besondere afdeling van 'n werkplek of werkplekke, wat werk aan ander werknemers onder sy beheer en toesig opdra, toesig hou oor die vordering daarvan, dissipline handhaaf en in die algemeen aan sy werkgewer of algemene voorman verantwoordelik is vir doeltreffendheid en produksie op die werk, en wat daarbenewens, hetsy onafgebroke of met tussenposes, die werk van 'n ambagsman verrig;

"Fonds" of "Bystandsfonds" die Fonds in klousule 4 van hierdie Ooreenkoms bedoel;

"algemene voorman" 'n werknemer wat in 'n toesighoudende hoedanigheid werksaam is en wat in beheer van 'n kontrak of kontrakte staan, wat werk aan ander werknemers onder sy beheer en toesig opdra, dissipline handhaaf en in die algemeen aan sy werkgewer verantwoordelik is vir doeltreffendheid en produksie op die werk, en wat nie self die werk van 'n ambagsman hoeft te doen nie behalwe in die hoedanigheid van instrukteur;

"Vakansiefonds" die "Vakansiefonds vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede";

"vakansiebetaling" die bydrae wat ooreenkomstig 'n gepublieeerde ooreenkoms van die Raad in die Vakansiefonds gestort word;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat van beton, stene, hout, sink of 'n kombinasie daarvan gemaak is, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstal voorsien is, en wat so gebou moet word dat dit groot genoeg is sodat die gereedskap of klere van werknemers te alle tye veilig bewaar kan word;

"Management Committee" or "Committee" means the Committee appointed as such by the Council, in terms of clause 5 of this Agreement, to administer the Fund on behalf of the Council;

"member" means any person in respect of whom contributions are made to the Benefit Fund in terms of this Agreement;

"Secretary" means the Secretary of the Council and includes any official delegated by the Council to act for the Secretary;

"voucher" means the official voucher issued by the Council.

4. BENEFIT FUND

(1) (a) *Amalgamation and establishment.*—The "Benefit Fund" established under Government Notice 1467 of 20 September 1957 and known as the Pietermaritzburg Industrial Council for the Building Industry Benefit Fund, and the "Northern Natal Building Industry Benefit Fund" (hereinafter referred to as the "former funds"), are hereby amalgamated and the "Pietermaritzburg and Northern Areas Building Industry Benefit Fund" (hereinafter referred to as the "Benefit Fund" or the "Fund") is hereby established.

(b) The Fund shall consist of—

- (i) all moneys standing to the credit of the former funds;
- (ii) all contributions paid into the Fund in accordance with the provisions of clause 8 of this Agreement;
- (iii) all interest derived from the investment of any moneys of the Fund; and
- (iv) any other moneys to which the Fund may become entitled.

(2) All moneys accruing to the Fund shall be deposited in a separate account with a registered bank to the credit of the Fund within three days after receipt thereof.

(3) The moneys of the Fund shall be applied in accordance with the provisions of clause 10 of this Agreement.

(4) Any moneys not required to meet current payment and expenses shall not be invested otherwise than in—

- (a) stock of the Government of the Republic of South Africa or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Accounts or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in buildings societies or banks; or in
- (e) any other manner approved by the Registrar.

(5) All payments from the Fund shall be made by cheque, signed by the Chairman or Vice-Chairman and countersigned by the Secretary or such other persons authorised by the Council.

(6) The objects of the Fund shall be to provide members with benefits as prescribed in this Agreement.

5. ADMINISTRATION OF THE FUND

(1) (a) The Benefit Fund shall be administered by a Management Committee appointed by the Council and shall consist of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organisations who are parties to the Council, together with an alternate in respect of each representative. The representative and alternate shall be members of the Council.

(b) The provisions of the Council's Constitution relating to the election of a Chairman and Vice-Chairman, their period of office and the calling and conduct of meetings shall *mutatis mutandis* apply in the case of the Management Committee.

(2) The Benefit Fund shall be administered in accordance with the rules as prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law and shall, *inter alia*, prescribe—

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

(3) The Council may, at any time, make new rules, alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(4) The Council shall appoint a secretary who shall be known as the Secretary of the Fund and such other staff as may be necessary to assist the Management Committee with the proper administration of the Fund.

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

"Bestuurskomitees" of "Komitee" die Komitee wat ooreenkomstig klousule 5 van hierdie Ooreenkoms deur die Raad as sodanig aangestel word om die Fonds namens die raad te administreer;

"lid" iemand vir wie bydraes ooreenkomstig hierdie Ooreenkoms in die Bystandsfonds gestort word;

"Sekretaris" die Sekretaris van die Raad en omvat dit enige amptsdraer wat deur die Raad gemagtig word om vir die Sekretaris te ageer;

"bewys" die amptelike bewys wat deur die Raad uitgereik word.

4. BYSTANDSFONDS

(1) (a) *Amalgamase en instelling.*—Die "Bystandsfonds" ingestel by Goewermentskennisgewing 1467 van 20 September 1957 en bekend as die Bystandsfonds van die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg, en die "Bystandsfonds vir die Bounywerheid, Noord-Natal" (hierna die "vorige fondse" genoem), word hierby geamalgameer en die "Bystandsfonds vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede" (hierna die "Bystandsfonds" of die "Fonds" genoem) word hierby ingestel.

(b) Die Fonds bestaan uit—

- (i) gelde wat tot die kredit van die vorige fondse staan;
- (ii) alle bydraes wat ooreenkomstig klousule 8 van hierdie Ooreenkoms in die Fonds gestort word;
- (iii) alle rente afkomstig van die belegging van enige geld van die Fonds; en
- (iv) alle ander geld waartoe die Fonds geregtig word.

(2) Alle geld wat aan die Fonds toeval, moet binne drie dae na ontvangs daarvan in 'n afsonderlike rekening by 'n geregistreerde bank in die kredit van die Fonds gedeponeer word.

(3) Die Fonds se geld moet in ooreenstemming met klousule 10 van hierdie Ooreenkoms aangewend word.

(4) Alle geld wat nie vir lopende betalings en uitgawes nodig is nie, moet uitsluitlik belê word—

- (a) in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Posspaarbankrekenings of -sertifikate;
- (d) in spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of
- (e) op enige ander manier wat die Registrateur goedkeur.

(5) Alle uitbetalings uit die Fonds moet geskied per tjek geteken deur die Voorsitter of Ondervoorsitter en medeonderteken deur die Sekretaris of sodanige ander persone as wat deur die Raad gemagtig word.

(6) Die doelstellings van die Fonds is die verskaffing aan lede van bystand soos in hierdie Ooreenkoms voorgeskryf.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die Bystandsfonds moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel word en moet bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig is en 'n ooreenstemmende getal verteenwoordigers van die werkgewersorganisasies wat partye by die Raad is, asook 'n plaasvervanger vir elke verteenwoordiger. Die verteenwoordigers en plaasvervaarders moet lede van die Raad wees.

(b) Die bepalinge van die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en Ondervoorsitter, hul amptstermyn en die wyse waarop vergaderings belê en gehou word, is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(2) Die Bystandsfonds moet geadminestreer word volgens die Reëls wat die Raad vir daardie doel voorgeskryf het en sodanige Reëls mag nie onbestaanbaar wees met die bepalinge van hierdie Ooreenkoms, die Wet of 'n ander wetsbepaling nie en moet onder andere die volgende voorskryf:

(a) Die Fonds se bystand en die kwalifikasies daaraan verbonde;

- (b) die prosedure vir die instel en uitbetaling van eise;
- (c) ander sake waarvoor die Raad tot 'n beslissing mag geraak.

(3) Die Raad kan te eniger tyd nuwe reëls opstel of 'n bestaande Reël wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Die Raad moet 'n Sekretaris aanstel wat bekend moet staan as die Sekretaris van die Fonds, asook sodanige ander personeel as wat nodig is om die Bestuurskomitee met die behoorlike administrasie van die Fonds behulpsaam te wees.

(5) Die Komitee kan enige of alle bystand weier en/of weerhou van 'n lid wat na die mening van die Komitee opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of die lede daarvan te benadeel of wat dit na alle redelike waarskynlikheid sal benadeel. Met dien verstande dat sodanige lid die geleentheid gebied moet word om teen die beslissing van die Komitee appèl aan te teken by die Raad, wie se beslissing deurslaggewend is.

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

(7) If at any time the amount to the credit of the Benefit Fund drops below R20 000 payment of benefits shall cease and shall not be resumed until the amount to the credit of the Benefit Fund exceeds R40 000. Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

(8) The members of the Management Committee, the Secretary, 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.

(9) All expenses incurred in connection with the Administration of the Fund shall be a charge on the Fund.

6. AUDIT OF THE FUND

The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending 15 November of each year of all the revenue and expenditure of the Funds and a statement showing the assets and liabilities. Every such account and statement shall be certified by the auditors of the Council who shall be public accountants, and shall be countersigned by the Chairman and Secretary of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the said auditors. A copy of the annual account and balance sheet shall be available for inspection by members of the fund.

7. BENEFIT ALLOWANCE

(1) In addition to any other remuneration to which an artisan, foreman and general foreman may be entitled in terms of any other published agreement of the Council, every employer shall pay to every artisan, foreman and general foreman in his employ an hourly allowance of—

(i) 14c, until 11 November 1976;

(ii) 19c, from 12 November 1976; in respect of all hours worked by such artisan, foreman and general foreman: Provided that this allowance shall not be paid in respect of overtime or work performed on Saturdays, Sundays, New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Kruger Day, Day of the Covenant and Christmas Day, or any day falling within the annual holiday period prescribed in a published agreement of the Council.

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

8. CONTRIBUTIONS TO THE FUND

(1) (a) Every employer shall in respect of each of his employees to whom this Agreement applies, pay weekly an amount of—

(i) R7,22 until 11 November 1976;

(ii) R9,37 from 12 November 1976: to the Fund in accordance with the procedure laid down in this clause.

(b) An employer shall be entitled to deduct the amounts referred to in paragraph (a) from the remuneration of an employee in respect of whom payment is made in terms of paragraph (a).

(2) No payment shall be made in terms of subclause (1) hereof by an employer in respect of an employee who works less than 17½ hours for him in any week.

(3) Where an employee is employed by two or more employers during the same week, the contributions in terms of subclause (1) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 17½ hours.

(4) Every employer shall in respect of each amount so paid by him in terms of subclause (1) of this clause, issue on each payday to each of his employees to whom this Agreement applies, a voucher and such employee shall be bound by the provisions of this Agreement to accept this said voucher.

(5) Every employee, upon being issued by his employer with a voucher, shall immediately affix such voucher in his contribution-book which shall be retained by him.

(6) The vouchers referred to in subclause (4) and (5) hereof shall be purchased by employers from the Secretary, and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Fund of the value of unused vouchers. An application for such refund shall be made on or before the 30th day of June in the year following that in which the vouchers were purchased.

(6) Geskille oor die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of oor die administrasie van die Bystandsfonds, wat die Bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir sy beslissing.

(7) Indien die bedrag in die krediet van die Bystandsfonds te eniger tyd tot minder as R20 000 daal, moet die betaling van bystand gestaak word en mag dit nie hervat word nie totdat die bedrag in die krediet van die Bystandsfonds meer as R40 000 beloop. Wanneer die betaling van die bystand hervat word, moet eise oorweeg word in die volgorde waarin hulle ontvang is.

(8) Die lede van die Bestuurskomitee, die Sekretaris, ampshouders en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte gely of aangegaan het.

(9) Alle uitgawes aangegaan in verband met die administrasie van die Fonds kom ten laste van die Fonds.

6. OUDITERING VAN DIE FONDS

Die Raad moet toesien dat volledige en juiste rekenings van die Fonds gehou word en dat 'n jaarrekening van al die inkomste en uitgawes van die Fonds en 'n staat wat die bate en laste daarvan toon, vir die tydperk wat op 15 November elke jaar eindig, opgestel word. Elke sodanige rekening en staat moet deur die ouditeurs van die Raad (wat openbare rekenmeesters moet wees) gesertifiseer word, moet deur die Voorsitter en Sekretaris van die Raad medeonderteken word en moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, saam met enige verslag wat genoemde ouditeurs daarvoor gelewer het, aan die Sekretaris van Arbeid gestuur word. 'n Kopie van die jaarrekening en balansstaat moet ter insae vir die lede van die Fonds beskikbaar wees.

7. BYSTANDSTOELAE

(1) Elke werkgewer moet, benewens enige ander besoldiging waarop 'n ambagsman, voorman en/of algemene voorman geregtig is ooreenkomstig enige ander gepubliseerde ooreenkoms van die Raad, aan elke ambagsman, voorman en algemene voorman in sy diens die volgende uurlikse toelae betaal:

(i) 14c tot 11 November 1976;

(ii) 19c vanaf 12 November 1976; ten opsigte van alle ure gewerk deur sodanige ambagsman, voorman en algemene voorman: Met dien verstande dat hierdie toelae nie betaal word nie vir oortydwerk of werk wat verrig word op Saterdag, Sondag, Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte-dag en Kersdag, of enige ander dag wat binne die jaarlikse vakansie-tydperk val wat in 'n gepubliseerde ooreenkoms van die Raad voorgeskryf is.

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

8. BYDRAE TOT DIE FONDS

(1) (a) Elke werkgewer moet vir elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, weekliks die volgende bedrag aan die Fonds betaal in ooreenstemming met die prosedure in hierdie klousule bepaal:

(i) R7,22 tot 11 November 1976;

(ii) R9,37 vanaf 12 November 1976;

(b) 'n Werkgewer is geregtig om die bedrae in paragraaf (a) bedoel, af te trek van die besoldiging van 'n werknemer vir wie 'n bedrag ooreenkomstig paragraaf (a) gestort word.

(2) Geen bedrag moet ooreenkomstig subklousule (1) hiervan deur 'n werkgewer gestort word vir 'n werknemer wat gedurende enige week minder as 17½ uur vir hom werk nie.

(3) Ingeval 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die bydraes ooreenkomstig subklousule (1) hiervan vir daardie week deur dié werkgewer gestort word by wie hy gedurende daardie week die eerste minstens 17½ uur in diens was.

(4) Elke werkgewer moet vir elke bedrag wat hy aldus ooreenkomstig subklousule (1) van hierdie klousule stort, op elke betaal-dag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is 'n bewys uitreik en sodanige werknemer word deur hierdie Ooreenkoms gebind om genoemde bewys te aanvaar.

(5) Elke werknemer moet onmiddellik nadat sy werkgewer 'n bewys aan hom uitgereik het die bewys in sy bydraeboek plak en hy moet die bydraeboek bewaar.

(6) Die bewyse wat in subklousules (4) en (5) hiervan bedoel word, moet deur werkgewers van die Sekretaris gekoop word en elke werkgewer moet te alle tye 'n toereikende voorraad daarvan hou: Met dien verstande dat 'n werkgewer 'n terugbetaling ter waarde van ongebruikte bewyse van die Fonds kan verkry. Aansoek om sodanige terugbetaling moet gedoen word voor of op 30 Junie van die jaar na die een waartydens die bewyse gekoop is.

(7) An application for a contribution book shall be made by every employee upon whom the provisions of this Agreement are binding within 30 days of accepting employment in the Building Industry. Such applications to be made to the Secretary by completing the prescribed application form obtainable from the Council.

(8) Contribution books and vouchers which are issued are not transferable, nor may they be ceded, pledged or sold. Vouchers shall therefore not be issued to an employee otherwise than in accordance with the provisions of this clause, and the value of vouchers obtained in any manner other than that prescribed in this clause or clause 4 (2) (a) (ii) of the Schedule to clause 10 shall, *ipso facto*, be forfeited to the general funds of this Fund together with any benefits accruing thereon in terms of this Agreement.

The Council may at its discretion combine the voucher and contribution book issued by the Fund and referred to in this clause with any other vouchers or contribution books already issued by the Council in respect of any other funds administered by the Council, and it shall be in such form as may be determined by the Council from time to time.

(9) A member, who, is unemployed or is employed in an area outside the areas to which this Agreement applies may, if he should desire to remain eligible for the benefits referred to in clause 10, pay to the Council a weekly contribution as determined by the Council from time to time, subject to a maximum unbroken period of eight weeks. The Council shall issue the member concerned with a special voucher in respect of each such payment and the member shall affix the said voucher in his contribution book in the space in such contribution book on which appears the same date as that on which the voucher is issued.

9. MEMBERSHIP OF THE FUND

(1) All employees to whom this Agreement applies shall be members of the Fund.

(2) Membership of the Fund shall cease with effect from the date—

(a) on which a member leaves the Building Industry to take up employment in another industry, absconds from or relinquishes his employment in the Building Industry;

(b) on which he ceases to make contributions for more than eight consecutive weeks without first having advised the Secretary in writing of the reason for his failure to pay contributions: Provided that the final decision shall rest with the Management Committee. Membership shall be maintained whilst members are in receipt of sick benefits from the Fund.

10. PAYMENT OF BENEFITS

Benefits accruing to members shall be of the nature, and to the extent prescribed in the following Schedule:

SCHEDULE

1. Qualifications for benefits

(1) Subject to the provisions of subclause (2), a member shall not be entitled to any benefits in terms of clauses 4 and 5 of this Schedule unless—

(a) he has, subject to the provisions of paragraph (b), made contributions to the Fund in respect of at least 16 weeks during the 32 weeks immediately preceding the date on which—

(i) he was unable to work due to sickness or accident; or
(ii) his tools were stolen; and

(b) at least one of the 16 contributions were made during the last eight weeks of the 32 week period referred to in paragraph (a).

(2) For the purposes of subclause (1), any period during which a member is in receipt of any benefit in terms of clause 4 (2) (a) (ii) and (b) (ii) of this Schedule, shall be deemed to be a period during which such member has made contributions to the Fund.

(3) Members called up for active service or for military duty shall be exempt from paying contributions to the Fund whilst carrying out such duties.

2. Payment of benefits—general provisions

(1) Benefits shall, subject to the provisions of this Schedule, be paid by the Fund in respect of members in accordance with the provisions of clauses 3 to 6 inclusive of this Schedule.

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

(3) No payment shall be made to an employer under clause 3 of this Schedule, or to a member under clauses 4 to 6 inclusive of this Schedule if the applicant fails to supply any relevant information which the Management Committee may require.

(7) Aansoek om 'n bydraeboek moet binne 30 dae na diens-aanvaarding in die Bounywerheid gedoen word deur elke werknemer vir wie hierdie Ooreenkoms bindend is. Sodanige aansoek moet aan die Sekretaris gerig word deur die voorgeskrewe aansoekvorm in te vul wat van die Raad verkrygbaar is.

(8) Bydraeboeke en bewyse wat uitgereik word, is nie oordraagbaar nie en mag ook nie gesedeer, verpand of verkoop word nie. Bewyse derhalwe slegs ooreenkomstig hierdie klousule aan 'n werknemer uitgereik, en die waarde van bewyse wat op 'n ander wyse verkry is as dié wat in hierdie klousule of klousule 4 (2) (a) (ii) van die Bylae van klousule 10 voorgeskryf word, asook alle voordele wat ooreenkomstig hierdie Ooreenkoms daaraan toeval, word *ipso facto* aan die algemene fondse van hierdie Fonds verbeur.

Die Raad kan na goedvinde die bewyse en bydraeboek wat deur die Fonds uitgereik word en wat in hierdie klousule bedoel word, kombineer met enige ander bewyse of bydraeboeke wat reeds deur die Raad uitgereik is ten opsigte van ander fondse wat deur die Raad geadministreer word, en dit moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

(9) 'n Lid wat werkloos is of in diens is in 'n gebied wat buite die gebied val waarop hierdie Ooreenkoms van toepassing is, kan, indien hy geregtig wil bly op die bystand wat in klousule 10 bedoel word, 'n weeklikse bydrae soos van tyd tot tyd deur die Raad bepaal, vir 'n ononderbroke tydperk van hoogstens agt weke aan die Raad betaal. Die Raad moet aan die betrokke lid 'n spesiale bewys vir elke sodanige betaling uitreik en die lid moet genoemde bewys in sy bydraeboek inplak op die plek in sodanige bydraeboek waarop dieselfde datum voorkom as dié waarop die bewys uitgereik is.

9. LIDMAATSKAP VAN DIE FONDS

(1) Alle werknemers op wie hierdie Ooreenkoms van toepassing is, moet lede van die Fonds wees.

(2) Lidmaatskap van die Fonds word beëindig met ingang van die datum—

(a) waarop 'n lid die Bounywerheid verlaat om werk in 'n ander nywerheid te aanvaar of uit sy diens in die Bounywerheid weglomp of dit laat vaar;

(b) waarop hy bydraes vir meer as agt agtereenvolgende weke staak sonder dat hy die Sekretaris vooraf skriftelik in kennis gestel het van die rede waarom hy in gebreke gebly het om bydraes te betaal: Met dien verstande dat die deurslaggewende beslissing by die Bestuurskomitee berus. Lidmaatskap word behou terwyl lede siektebystand uit die Fonds ontvang.

10. BETALING VAN BYSTAND

Die bystand wat die lede toekom, moet van die aard en omvang wees wat in die volgende Bylae voorgeskryf word:

BYLAE

1. Kwalifikasie vir bystand

(1) Behoudens subklousule (2), is 'n lid nie op bystand ingevolge klousules 4 en 5 van hierdie Bylae geregtig nie, tensy—

(a) hy, behoudens paragraaf (b), tot die Fonds bygedra het vir minstens 16 weke gedurende die 32 weke wat die datum onmiddellik voorafgaan waarop—

(i) hy weens siekte of 'n ongeluk nie in staat was om te werk nie; of

(ii) sy gereedskap gesteel was; en

(b) minstens een van die 16 bydraes betaal is gedurende die laaste agt weke van die tydperk van 32 weke in paragraaf (a) bedoel.

(2) Vir die toepassing van subklousule (1), word 'n tydperk waartydens 'n lid bystand ingevolge klousule 4 (2) (a) (ii) en (b) (ii) van hierdie Bylae ontvang, geag 'n tydperk te wees waarin sodanige lid tot die Fonds bygedra het.

(3) Lede wat vir aktiewe diens of militêre diens opgeroep word, is vrygestel van die betaling van bydraes tot die Fonds terwyl hulle sodanige diens verrig.

2. Betaling van bystand—algemene bepalinge

(1) Behoudens hierdie Bylae, moet die Fonds bystand betaal aan lede ooreenkomstig klousules 3 tot en met 6 van hierdie Bylae.

(2) Die Fonds moet eise wat deur lede of werkgewers ingestel word, aanvaar en betaal in die volgorde waarin hulle deur die Fonds ontvang word.

(3) Geen bystand word ingevolge klousule 3 van hierdie Bylae aan 'n werkgewer of ingevolge klousules 4 tot en met 6 van hierdie Bylae aan 'n lid betaal nie, as die aansoeker versuim om enige toepaslike inligting te verskaf wat die Bestuurskomitee vereis.

(4) Members who have been exempted from paying contributions to the Fund in terms of clause 1 (3) of this Schedule shall not be entitled to any benefits under clauses 3 to 5 inclusive of this Schedule during the period whilst they are called up for active service or for military training.

(5) In the case of sickness or accident of a protracted nature, the Committee shall have the right to insist that a member shall consult a medical practitioner nominated by the Committee with the permission of the attending practitioner. If the Committee directs that the member shall act upon the advice of such medical practitioner and if the member fails to do so, no further benefits shall be granted in respect of such illness or accident.

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

(7) No person shall be entitled to any benefit which, together with any compensation payable under the Workmen's Compensation Act, or from any other source, will exceed in the aggregate the amount payable in terms of these rules, and any amount recovered by a member under the Workmen's Compensation Act or from any other source in respect of any sickness or accident must be disclosed by the member to the Committee.

(8) A claim for sickness or accident benefits, or for inclement weather benefits will only be admitted if made within six months, or within such period as the Committee may allow, from the date on which the member was unable to work due to sickness or accident, or to inclement weather.

(9) The Committee may at its discretion, make an *ex gratia* payment to a member on such terms and conditions as the Committee may from time to time determine.

(10) Claims shall be forwarded to the Secretary for payment in such manner and in such form as the Committee may from time to time determine.

3. Inclement weather benefits

Subject to the provisions of clause 2 of this Schedule—

(1) a member shall, subject to the provisions of subclauses (2) and (3), be entitled to inclement weather benefits in terms of this clause if, any pay-week—

(a) such member presented himself for work at the normal starting time; and

(b) such member remained on the job and kept himself available for work; and

(c) an employer temporarily suspended the employment of such member, because of inclement weather, during the ordinary hours of work referred to in clause 7 of this Agreement; and

(d) subject to the provisions of subclause (5), such member received a voucher in the manner prescribed in clause 8 (4), in respect of the pay-week during which the employment of such member was temporarily suspended;

(2) a member shall not be entitled to inclement weather benefits in terms of this clause—

(a) in respect of the first four hours in any pay-week during which the employment of such member was temporarily suspended because of inclement weather;

(b) in respect of any period during which such member did not remain on the job, or did not keep himself available for work, after his employment was temporarily suspended because of inclement weather;

(c) in respect of any hours lost due to inclement weather outside the ordinary hours of work referred to in clause 7 of this Agreement;

(d) in respect of any period during which such member was in receipt of sickness or accident benefits or permanent disability benefits in terms of clause 4 or 6 of this Schedule, or in respect of any period during which such member was unable to work through sickness or accident and did not claim, or was not entitled to claim, sickness or accident benefits in terms of clause 4 of this Schedule;

(e) in respect of any period during which such member was unemployed;

(f) if such member has not advised his employer of the number of the current contribution book issued to him in terms of clause 8 (7) of this Agreement;

(3) subject to the provisions of subclauses (1), (2) and (4)—

(a) the benefits payable in terms of this clause shall, subject to the provisions of paragraph (c), be an amount of R1 per hour, commencing from the fifth hour in each pay-week, in respect of which time is lost due to inclement weather;

(b) the benefits payable in terms of paragraph (a) shall, subject to the provisions of paragraph (c), be paid by the employer on the pay-day for the pay-week during which such employer temporarily suspended the employment of such member because of inclement weather;

(4) Lede wat vrygestel is van die betaling van bydraes tot die Fonds ingevolge klousule 1 (3) van hierdie Bylae, is gedurende die tydperk wat hulle vir aktiewe diens of militêre opleiding opgeroep is nie op bystand ingevolge klousules 3 tot en met 5 van hierdie Bylae geregtig nie.

(5) Ingeval van langdurige afwesigheid weens siekte of 'n ongeluk, het die Komitee die reg om daarop aan te dring dat 'n lid, met die toestemming van die praktisyn wat hom behandel, 'n mediese praktisyn raadpleeg wat deur die Komitee benoem word. Indien die Komitee gelas dat die lid die advies van sodanige mediese praktisyn moet volg en die lid versuim om dit te doen, word geen verdere bystand ten opsigte van sodanige siekte of ongeluk verleen nie.

(6) Bystand wat deur die Fonds verskaf word, mag nie oorgedra word nie, en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, is onmiddellik op geen bystand hoegenaamd geregtig nie, en sy lidmaatskap van die Fonds word beëindig.

(7) Niemand is geregtig op bystand wat, tesame met skadeloosstelling wat ingevolge die Ongevallewet of uit enige ander bron betaalbaar is, die bedrag betaalbaar ingevolge hierdie reëls te bowe gaan nie, en 'n lid moet die Komitee in kennis stel van alle bedrae wat hy kragtens die Ongevallewet of uit enige ander bron vir siekte of 'n ongeluk ontvang.

(8) 'n Eis om siekte- of ongeluksbystand of om bystand vir gure weer word net aanvaar indien dit ingestel word binne ses maande vanaf die datum waarop die lid nie in staat was om te werk nie vanweë siekte of 'n ongeluk of gure weer, of binne 'n verdere tydperk wat die Komitee mag toelaat.

(9) Die Komitee kan na goedvinde 'n *ex gratia*-betaling op voorwaardes wat die Komitee van tyd tot tyd mag stel, aan 'n lid toestaan.

(10) Eise moet aan die Sekretaris vir betaling gestuur word op die wyse en in die vorm wat die Komitee van tyd tot tyd bepaal.

3. Bystand vir gure weer

Behoudens klousule 2 van hierdie Bylae—

(1) is 'n lid, behoudens subklousules (2) en (3), gedurende enige betaalweek geregtig op bystand vir gure weer ingevolge hierdie klousule, indien—

(a) so 'n lid by die gewone aanvangstyd hom vir werk aanmeld; en

(b) so 'n lid by die werk gebly het en hom vir werk beskikbaar gehou het; en

(c) 'n werkgewer die diens van so 'n lid tydelik opskort vanweë gure weer, gedurende die gewone werkure in klousule 7 van hierdie Ooreenkoms vermeld; en

(d) vir 'n tydperk waarin so 'n lid siekte- of ongeluksbystand op die wyse in klousule 8 (4) voorgeskryf, vir die betaalweek waartydens die diens van so 'n lid tydelik opgeskort was;

(2) is 'n lid nie op bystand vir gure weer ingevolge hierdie klousule geregtig nie—

(a) vir die eerste vier uur in 'n betaalweek waarin die diens van so 'n lid tydelik opgeskort is weens gure weer;

(b) vir 'n tydperk waarin so 'n lid nie by die werk gebly het nie of hom nie vir werk beskikbaar gehou het nie, nadat sy diens tydelik opgeskort is weens gure weer;

(c) vir ure verloor weens gure weer buite die gewone werkure in klousule 7 van hierdie Ooreenkoms vermeld;

(d) vir 'n tydperk waarin so 'n lid siekte- of ongeluksbystand of permanente ongeskiktheidsbystand ingevolge klousule 4 of 6 van hierdie Bylae ontvang het, of vir enige tydperk waarin so 'n lid weens siekte of 'n ongeluk nie in staat was om te werk nie en nie siekte- of ongeluksbystand ingevolge klousule 4 van hierdie Bylae geëis het nie, of nie daarop geregtig was om dit te eis nie;

(e) vir enige tydperk waarin so 'n lid werkloos was;

(f) indien so 'n lid nie sy werkgewer in kennis gestel het nie van die nommer van die geldende bydraeboek wat ingevolge klousule 8 (7) van hierdie Ooreenkoms aan hom uitgereik is;

(3) behoudens subklousules (1), (2) en (4)—

(a) is bystand, betaalbaar ingevolge hierdie klousule, behoudens paragraaf (c), R1 per uur, wat begin vanaf die vyfde uur in elke betaalweek ten opsigte waarvan tyd weens gure weer verloor is;

(b) moet bystand betaalbaar ingevolge paragraaf (a), behoudens paragraaf (c), op die betaaldag vir die betaalweek waarin so 'n werkgewer die diens van so 'n lid tydelik opgeskort het weens gure weer, deur die werkgewer aan die lid betaal word;

(c) the benefits payable in terms of this clause may be stopped at any time by the Council: Provided that notice of such stoppage shall be given by the Council to employers, in writing, at least two days before the date from which the benefits are to be stopped;

(4) (a) an employer shall, subject to the provisions of paragraphs (b) and (c), be entitled to recover from the Fund any payment made by him in terms of subclause (3) (b): Provided that the application for re-imbursement shall be forwarded to the Secretary—

(i) in such manner and in such form as the Committee may from time to time determine;

(ii) within 30 days after the relevant pay-day;

(b) in the event of the benefit paid by the employer to the member in terms of subclause (3) (b) being in excess of the benefit prescribed in subclause (3) (a), the employer shall be refunded only the benefit prescribed in subclause (3) (a);

(c) if, in the opinion of the Management Committee, an employer has, in terms of subclause (3) (b), paid a benefit to a person who was not entitled to such benefit in terms of this clause—

(i) such employer shall not be entitled to a refund in terms of paragraph (a) in respect of such payment; and

(ii) the Fund shall be entitled to recover from such employer any amount which has been refunded to such employer by the Fund in terms of paragraph (a), in respect of such payment;

(5) the number of hours in respect of which a member's employment has been temporarily suspended in any pay-week because of inclement weather, shall be deemed to be hours worked for the purpose of determining whether a voucher should be issued to the member, in the manner prescribed in clause 8 (4), for that pay-week: Provided that contributions in terms of clause 7 shall not be payable by the employer in respect of such hours.

(6) For the purposes of this clause "pay-week" means the period of five consecutive working days in respect of which the remuneration to be paid to a member is calculated.

4. Sickness or accident benefits

Subject to the provisions of clauses 1 and 2 of this Schedule—

(1) a member shall not be entitled to any benefit in terms of this clause—

(a) if the period of his absence from work due to sickness or accident does not exceed three consecutive working days: Provided that should the period of absence due to sickness or accident exceed three consecutive working days, sick benefits will commence from the first day from which he is unable to follow his employment;

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

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

(d) during any period in which he is in receipt of benefits in terms of clause 3 of this Schedule;

(2) a member who is unable to follow his employment by reason of sickness or accident on or after the date of coming into operation of this Agreement, shall be entitled to sick benefits in accordance with the following provisions:

(a) Subject to the provisions of paragraph (b), a member shall be entitled to the following benefits in a cycle of one year commencing from the third pay day in November of each year—

(i) (aa) R7 per working day for a period not exceeding 15 working days; and

(ab) where a member has received the benefits prescribed in item (aa), R2 per working day for a further period not exceeding five working days; and

(ac) where a member has received the benefits prescribed in items (aa) and (ab), and subject to the approval of the Management Committee, R2 per working day for a further period not exceeding 45 working days; and

(ii) an amount equal to the total of a member's weekly holiday pay and pension scheme contributions, in respect of each completed consecutive period of five working days in respect of which a member has received the benefits prescribed in subparagraph (i): Provided that—

(aa) the amount shall accrue in the form of a voucher to be affixed to the member's contribution book and redeemed annually; and

(ab) the amounts as reflected on the voucher are allocated to the respective funds;

(c) kan die bystand wat ingevolge hierdie klousule betaalbaar is, te eniger tyd deur die Raad teruggetrek word: Met dien verstande dat die Raad minstens twee dae voor die datum met ingang waarvan die bystand teruggetrek gaan word, werkgevers skriftelik van sodanige terugtrekking moet kennis gee;

(4) (a) is 'n werkgever, behoudens paragrawe (b) en (c), geregtig om enige betaling wat deur hom ingevolge subklousule (3) (b) gedoen is, op die Fonds te verhaal: Met dien verstande dat die aansoek om terugbetaling na die Sekretaris gestuur moet word—

(i) op die wyse en in die vorm waarop die Komitee van tyd tot tyd mag besluit;

(ii) binne 30 dae na die betrokke betaaldag;

(b) waar die bystand wat die werkgever ingevolge subklousule (3) (b) aan die lid betaal het, meer is as die bystand in subklousule (3) (a) voorgeskrif, word slegs die bystand in subklousule (3) (a) voorgeskrif aan die werkgever terugbetaal;

(c) indien 'n werkgever na die mening van die Bestuurskomitee bystand ingevolge subklousule (3) (b) aan iemand betaal het wat nie op sodanige bystand ingevolge hierdie klousule geregtig is nie—

(i) is so 'n werkgever nie geregtig op 'n terugbetaling ingevolge paragraaf (a) ten opsigte van sodanige betaling nie; en

(ii) is die Fonds geregtig om enige bedrag wat deur die Fonds ingevolge paragraaf (a) aan so 'n werkgever terugbetaal is ten opsigte van sodanige betaling, op sodanige werkgever te verhaal;

(5) moet die getal ure wat 'n lid se diens weens gure weer in enige betaalweek tydelik opgeskort is, as ure gewerk geag word ten einde te bepaal of 'n bewys vir daardie betaalweek aan die lid uitgereik moet word op die wyse in klousule 8 (4) voorgeskrif: Met dien verstande dat bydraes ooreenkomstig klousule 7 nie deur die werkgever vir dié ure betaalbaar is nie.

(6) Vir die toepassing van hierdie klousule, beteken "betaalweek" die tydperk van vyf agtereenvolgende werkdade waarvoor die besoldiging bereken word wat aan 'n lid betaal moet word.

4. Siekte- of ongeluksbystand

Behoudens klousules 1 en 2 van hierdie Bylae—

(1) is 'n lid nie geregtig op bystand ingevolge hierdie klousule nie—

(a) as die tydperk wat hy vanweë siekte of ongeluk van die werk af wegbly, hoogstens drie agtereenvolgende werkdade duur: Met dien verstande dat indien die tydperk wat hy weens siekte of ongeluk afwesig is, langer as drie agtereenvolgende werkdade duur, die siektebystand 'n aanvang neem vanaf die eerste dag waarop hy nie in staat is om sy werk te doen nie;

(b) as hy aan alkoholisme, verslawing aan verdowingsmiddels of die gevolge daarvan ly of ongeskik geraak het weens siekte wat aan opsetlike nalatigheid of wangedrag te wyte is;

(c) as hy versuim of weier om die opdragte van 'n mediese praktisyn uit te voer of as hy na die mening van 'n mediese praktisyn opsetlik sy toestand vererger of sy herstel vertraag het;

(d) gedurende 'n tydperk waarin hy bystand kragtens klousule 3 van hierdie Bylae ontvang;

(2) 'n lid wat weens siekte of 'n ongeluk op of na die datum waarop hierdie Ooreenkoms in werking tree, nie in staat is om sy werk te verrig nie, geregtig op siektebystand ooreenkomstig die volgende bepalinge:

(a) Behoudens paragraaf (b), is 'n lid geregtig op die volgende bystand in 'n siklus van een jaar wat begin op die derde betaaldag in November elke jaar:

(i) (aa) R7 per werkdag vir 'n tydperk van hoogstens 15 werkdade; en

(ab) waar 'n lid die bystand in item (aa) voorgeskrif, ontvang het, R2 per werkdag vir 'n verdere tydperk van hoogstens vyf werkdade; en

(ac) waar 'n lid die bystand in items (aa) en (ab) voorgeskrif, ontvang het, en behoudens die goedkeuring van die Bestuurskomitee, R2 per werkdag vir 'n verdere tydperk van hoogstens 45 werkdade; en

(ii) 'n bedrag gelyk aan die totaal van 'n lid se weeklikse vakansiebesoldiging- en pensioenskema bydraes, vir elke voltooide agtereenvolgende tydperk van vyf werkdade waarvoor 'n lid bystand ooreenkomstig subparagraaf (i) ontvang het: Met dien verstande dat—

(aa) die bedrag moet oploop in die vorm van 'n bewys wat in die lid se bydraeboek geplak en jaarliks afgeles moet word; en

(ab) die bedrae wat op die bewys aangetoon word, toegewys word aan die onderskeie fondse;

(b) notwithstanding the provisions of clause 2 (7) of this Schedule a member who is in receipt of periodical payment as defined in the Workmen's Compensation Act, 1941—

(i) shall not be entitled to the benefits prescribed in paragraph (a) (i); and

(ii) shall be entitled to the benefits prescribed in paragraph (a) (ii);

(3) (a) a member wishing to claim sick benefits shall submit his application on the form prescribed by the Fund, together with a medical certificate, which must clearly state the period for which such member was sick and incapacitated: Provided that—

(i) in the case of a claim made under subclause (2) (b), the member shall furnish proof to the Committee that he was, in respect of the period for which benefit is claimed, in receipt of payments in terms of the Workmen's Compensation Act, 1941; and

(ii) a medical certificate shall not be acceptable in respect of periods exceeding 20 consecutive working days;

(b) in the case of serious sickness or injury the medical certificate shall be deemed sufficient notification thereof;

(c) sick pay shall continue only during such period as the general practitioner certifies the member unfit to resume work;

(d) during the course of any sickness or incapacitation the member shall furnish the Secretary with the medical certificate as often as may be required, failing which no sick pay will be paid for such period;

(4) a member who ceases to be entitled to sick benefits in terms of this clause may apply for the payment of permanent disability benefits in terms of clause 6 of this Schedule.

5. Lost tool benefits

Subject to the provisions of clauses 1 and 2 of this Schedule—

(1) benefits granted in terms of this clause shall be at the absolute discretion of the Management Committee, whose decision shall be final, and the Committee shall not be obliged to give any reason, for any decision;

(2) a member shall not be entitled to any benefit in terms of this clause—

(a) unless the member reported the theft of his tools to the police within 48 hours after the loss became apparent;

(b) unless the member reported the theft of his tools to the Council as soon as possible after the loss became apparent;

(c) unless the tools concerned had been in lock-up for safe-keeping and stored in a tool-box capable of being securely locked and kept properly locked at all times, except when opened for the purpose of obtaining access by an employee to his own tools: Provided that the placing by an employee in a lock-up of tools which are not normally stored in tool-boxes by reason of their length, size, shape, or any other similar feature shall be deemed to be in compliance with the requirements of this paragraph and, in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a tool-box, be deprived of his privileges in terms of this clause;

(d) if the tools concerned were stolen—

(i) during the hours of work prescribed from time to time by the Council; or

(ii) during the overtime hours of work permitted by the Council;

(3) and notwithstanding the provisions of subclause (2), the Management Committee may, at its discretion and subject to such terms and conditions as it may determine, grant any benefit in terms of this clause to a member who is not entitled to benefits in terms of the provisions of subclause (2).

Any benefit granted in terms of this clause shall not be paid in money but by means of an order by the Fund on a supplier or suppliers appointed by the Committee.

6. Permanent disability benefit

Subject to the provisions of clause 2 of this Schedule—

(1) the scales and basis of payment shall be reviewed once a year;

(2) and notwithstanding the provisions of clause 1 of this Schedule, any applicant who, in the opinion of the Management Committee, satisfactorily shows that he is, or was a bona fide employee in any operations normally performed by employees in the Building Industry covered by the Agreement, may be eligible for benefits;

(b) ondanks klousule 2 (7) van hierdie Bylae, is 'n lid wat periodieke betalings ontvang soos in die Ongevallewet, 1941, omskryf—

(i) nie geretig nie op die bystand in paragraaf (a) (i) voorgeskryf; en

(ii) geretig op die bystand in paragraaf (a) (ii) voorgeskryf;

(3) (a) moet 'n lid wat siektebystand wil eis, sy aansoek indien op die vorm deur die Fonds voorgeskryf, tesame met 'n doktersertifikaat wat duidelik die tydperk moet aandui waarin so 'n lid siek en ongeskik was: Met dien verstande dat—

(i) in die geval van 'n eis wat kragtens subklousule (2) (b) ingestel word, die lid aan die Komitee bewys moet lewer dat hy vir die tydperk waarvoor bystand geëis word, betaling ontvang het kragtens die Ongevallewet, 1941; en

(ii) 'n doktersertifikaat nie vir tydperke van langer as 20 agtereenvolgende werkdade aanvaarbaar is nie;

(b) word die doktersertifikaat in geval van ernstige siekte of besering geag, genoegsame kennisgewing daarvan te wees;

(c) word siektebesoldiging slegs betaal gedurende die tydperk waarvoor die algemene praktisyn die lid sertifiseer as ongeskik om werk te hervat,

(d) moet die lid solank 'n siekte of ongeskiktheid voortduur, so dikwels as wat verlang word die doktersertifikaat aan die Sekretaris voorleë, en as hy versuim om dit te doen, word geen siektebesoldiging vir sodanige tydperk betaal nie;

(4) kan 'n lid wat nie meer op siektebystand kragtens hierdie klousule geretig is nie, aansoek doen om die betaling van permanente ongeskiktheidsbystand ooreenkomstig klousule 6 van hierdie Bylae.

5. Bystand vir verlore gereedskap

Behoudens klousules 1 en 2 van hierdie Bylae—

(1) word bystand wat kragtens hierdie klousule verleen word, betaal geheel en al na goedvinde van die Bestuurskomitee wie se besluit deurslaggewend is en wat nie verplig is om redes vir 'n besluit te verstrek nie;

(2) is 'n lid nie op bystand kragtens hierdie klousule geretig nie—

(a) tensy die lid die diefstal van sy gereedskap aan die polisie rapporteer binne 48 uur nadat hy agterkom dat dit weg is;

(b) tensy die lid die diefstal van sy gereedskap aan die Raad rapporteer, so gou as moontlik nadat hy agterkom dat dit weg is;

(c) tensy die betrokke gereedskap vir veilige bewaring in 'n toesluitplek gehou was, in 'n gereedskapkis wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word, behalwe wanneer dit oopgemaak word met die doel om 'n werknemer in staat te stel om toegang tot sy eie gereedskap te verkry: Met dien verstande dat 'n werknemer wat gereedskap wat vanweë hul lengte, fatsoen, grootte of ander dergelyke eienskap nie gewoonlik in kiste gehou word nie, in 'n toesluitplek geplaas het, geag word te voldoen het aan die vereistes van hierdie paragraaf en indien sodanige gereedskap as gevolg van diefstal verlore raak, 'n werknemer nie sy voorregte kragtens hierdie klousule ontnem mag word op grond van die feit dat hy nie sodanige gereedskap in 'n gereedskapkis gehou en toegesluit het nie;

(d) as die betrokke gereedskap gesteel is—

(i) gedurende die werkure van tyd tot tyd deur die Raad voorgeskryf; of

(ii) gedurende die oortydwerkure wat die Raad toelaat;

(3) en ondanks subklousule (2), kan die Bestuurskomitee na sy goedvinde en onderworpe aan voorwaardes wat by bepaal, bystand kragtens hierdie klousule verleen aan 'n lid wat nie kragtens subklousule (2) daarop geretig is nie.

Bystand kragtens hierdie klousule mag nie in die vorm van geld betaal word nie, maar wel deur middel van 'n bestelling wat die Fonds plaas by 'n verskaffer of verskaffers deur die Komitee aangestel.

6. Bystand vir permanente ongeskiktheid

Behoudens klousule 2 van hierdie Bylae—

(1) moet die betaalskale en -grondslag een keer per jaar hersien word;

(2) en ondanks klousule 1 van hierdie Bylae, is 'n aansoeker geretig op bystand indien hy na die Bestuurskomitee se mening bevredigende bewys lewer dat hy 'n bona fide-werknemer is of was in werksaamhede wat gewoonweg verrig word deur werknemers in die Bounywerheid wat deur die Ooreenkoms gedek word;

(3) applications will be considered from persons in the class referred to in subclause (2) who are incapable of working at their trade due to injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act;

(4) the scale of benefits shall be based on the applicant's potential earning capacity, if any, outside the Industry, and on years of employment in the capacity referred to in subclause (2), but shall not be in excess of an amount of R300 per annum for any one member;

(5) applicants in receipt of sick benefits in terms of clause 4 of this Schedule who are permanently disabled and incapable of working at their trade may be considered for this benefit;

(6) all applications must be made on an official form and submitted together with a medical report. Applicants shall, if required, submit to a further examination by a medical practitioner or specialist appointed by the Management Committee.

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

11. THE PIETERMARITZBURG AND NORTHERN AREAS BUILDING INDUSTRY PENSION SCHEME FOR ARTISANS

(1) (a) The Council shall in the manner prescribed in this clause establish a pension and life assurance scheme for members of the Benefit Fund.

(b) For the purpose of implementing the objects of this subclause, the Council shall negotiate with the Federated Employers' Insurance Company Limited for the establishment of a satisfactory pension and life assurance scheme.

(c) Of the total of each weekly contribution prescribed in terms of clause 7 of this Agreement, the Council shall pay weekly to the Federated Employers' Insurance Company Limited for the purpose of the said pension and life assurance scheme, an amount of—

(i) R6,02 until 11 November 1976;

(ii) R8,17 from 12 November 1976.

Such payment shall be made monthly.

(d) Copies of documents containing detailed information of the pension and life assurance scheme, as established in terms of this Agreement, and any amendment thereto, shall be lodged with the Secretary for Labour.

(e) The accrued rights of contributors to the Building Industry Benefit Fund established under Government Notice 1467 of 20 September 1957, in respect of any similar pension or like fund shall in no way be varied or modified without the consent of the individual contributors.

(f) A member who is unemployed or is employed in an area outside the area to which this Agreement applies or has received the maximum benefits due in terms of clause 4 (2) (a) of the Schedule to clause 10 of this Agreement may, if he so desires and with the consent of the Council, pay to the Council the amount of the premium payable to the Company referred to in paragraph (c) hereof. The Council shall pay to the Company the said amount on behalf of the member and shall issue to such member an official receipt in respect of each such payment.

(2) The scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of subclause (1) (b).

12. EXPIRATION OF THE AGREEMENT

(1) In the event of the expiration of this Agreement or any extension thereof, the Fund shall continue to be administered by the Management Committee in office at the time, and, in the event of a subsequent agreement not being negotiated within a period of three years from the date of expiration of this Agreement or any extension thereof, the Fund shall be liquidated in the manner set forth in clause 13.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which the Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee.

If upon the expiration of this Agreement there is no Council in existence the Fund shall be liquidated in terms of clause 13 by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

(3) sal aansoek oorweeg word van persone in die klas in subklousule (2) bedoel, wat nie hul ambag kan beoefen nie weens 'n besering, gesigsverlies en fisiese ongeskiktheid (met inbegrip van ongeskiktheid weens hoë ouderdom), maar uitgesonderd gevalle wat op 'n toereikende wyse deur die Ongevallewet gedek word;

(4) moet die skaal van bystand gebaseer word op die aansoeker se potensiele verdienvermoë buite die Nywerheid, as hy oor so 'n vermoë beskik, en op diensjare in die hoedanigheid in subklousule (2) bedoel, maar teen hoogstens R300 per jaar vir 'n lid;

(5) kan aansoekers wat siektetystand kragtens klousule 4 van hierdie Bylae ontvang, en wat permanent ongeskik is en nie hul ambag kan beoefen nie, vir hierdie bystand in aanmerking kom;

(6) moet alle aansoekers op 'n amptelike vorm wees en saam met 'n mediese verslag voorgelê word. Indien dit vereis word, moet aansoekers 'n verdere ondersoek ondergaan deur 'n geneesheer of spesialis wat deur die Bestuurskomitee aangestel is.

Betalings kragtens hierdie subklousule is *ex gratia* en geskied geheel en al na goedvinde van die Bestuurskomitee, wie se beslissing deurslaggewend is en wat nie verplig is om redes vir 'n beslissing te verstrek nie.

11. PENSIOENSKEMA VIR AMBAGSMANNE IN DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIED

(1) (a) Die Raad moet op die wyse wat in hierdie klousule voorgeskryf word 'n pensioen- en lewensversekeringskema vir lede van die Bystandsfonds instel.

(b) Vir die implementering van die doelstellings van hierdie subklousule moet die Raad met die Federated Employers' Insurance Company Limited onderhandel vir die instelling van 'n bevredigende pensioen- en lewensversekeringskema.

(c) Uit die totaal van elke weeklikse bydrae wat by klousule 7 van hierdie Ooreenkoms voorgeskryf word, moet die Raad onderstaande bedrae weekliks aan die Federated Employers' Insurance Company Limited vir doeleindes van genoemde pensioen- en lewensversekeringskema betaal:

(i) R6,02 tot 11 November 1976;

(ii) R8,17 vanaf 12 November 1976.

Dié betaling moet maandeliks geskied.

(d) Afskrifte van dokumente wat uitvoerige inligting bevat aangaande die pensioen- en lewensversekeringskema soos ooreenkomstig hierdie Ooreenkoms ingestel, asook alle wysigings daarvan, moet hy die Sekretaris van Arbeid ingedien word.

(e) Die opgelope regte van bydraes tot die Bystandsfonds van die Bounywerheid ingestel by Goewermentskennisgewing 1467 van 20 September 1957, ten opsigte van 'n soortgelyke pensioen- of dergelike fonds mag hoegenaamd nie sonder die toestemming van die afsonderlike bydraers verander of gewysig word nie.

(f) 'n Lid wat werkloos is of werksaam is in 'n gebied buite die gebied waar hierdie Ooreenkoms van toepassing is of die maksimum verskuldigde bystand ooreenkomstig klousule 4 (2) (a) van die Bylae van klousule 10 van hierdie Ooreenkoms ontvang het, kan, indien hy dit verlang en met die toestemming van die Raad, aan die Raad die bedrag van die premie betaal wat betaalbaar is aan die Maatskappy in paragraaf (c) hiervan vermeld. Die Raad moet genoemde bedrag namens die lid aan die Maatskappy betaal en aan elke sodanige lid 'n amptelike kwitansie vir elke sodanige betaling uitreik.

(2) Die skema moet in ooreenstemming met die ooreenkoms of ooreenkomste aangeaan ingevolge subklousule (1) (b) geadmineistreer word.

12. VERSTRYKING VAN OOREENKOMS

(1) Ingeval hierdie Ooreenkoms verstryk of verleng word, moet die Fonds verder geadmineistreer word deur die Bestuurskomitee wat op daardie tydperk aan bewind is, en ingeval 'n daaropvolgende ooreenkoms nie binne 'n tydperk van drie jaar na die verstrykings- of verlengingsdatum van hierdie Ooreenkoms beding word nie, moet die Fonds ooreenkomstig klousule 13 gelikwider word.

(2) Ingeval die Raad ontbind word of nie langer funksioneer nie in 'n tydperk waartydens hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Fonds verder geadmineistreer word deur die Bestuurskomitee wat op daardie tydperk aan bewind is. 'n Vakature wat in die Bestuurskomitee ontstaan, kan deur die Nywerheidsregistrator uit die gelede van werkgewers of werknemers, na gelang van die geval, aangevul word ten einde 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Komitee te verseker.

Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds ooreenkomstig klousule 13 gelikwider word deur die Komitee wat aan bewind is of die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

(3) In the event of the Management Committee being unable to administer and/or liquidate the Fund in terms of this clause, and/or being unable or unwilling to discharge its duties or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee of trustees to carry out the duties of the Committee and such trustee or trustees shall possess all the powers of the Committee for such purposes.

13. LIQUIDATION OF THE FUND

Upon the liquidation of the Fund in terms of clause 12 hereof, and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall subject to the approval of the Industrial Registrar, either be paid into the general funds of the Council to be used for a similar purpose to that for which the original Fund was established, or be disposed of in accordance with the provisions of section 34 (4) of the Act.

14. EXHIBITION OF THE AGREEMENT

Every employer shall cause a copy of this Agreement, in both official languages, and in the form prescribed in the regulations under the Act, together with the notices required by section 58 of the Act, to be exhibited in every workshop or yard where he carries on business, in a conspicuous position accessible to all employees.

15. EXEMPTIONS

The Council may, on the recommendation of the Management Committee or on its own decision, grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

16. ADMINISTRATION OF THE AGREEMENT

The Council shall be the body responsible for the administration of the Agreement and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employees and employers.

Signed at Pietermaritzburg, on behalf of the parties, this 26th day of September 1975.

G. F. J. HENWOOD, Chairman.

C. A. HARRIS, Vice-Chairman.

R. Q. PAINTER, Secretary.

No. R. 2081

7 November 1975

Factories, Machinery and Building Work Act, 1941

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, grant exemption from the requirements of section 21A of the said Act to all employers who are subject to the provisions of the Agreement published under Government Notice R. 2080 of 7 November 1975, in respect of employees who are entitled to sick pay in terms of that Agreement, with effect from 10 November 1975 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956.

M. VILJOEN, Minister of Labour.

No. R. 2082

7 November 1975

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—CANCELLATION OF GOVERNMENT NOTICES

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 1549 of 31 August 1973 and R. 2040 of 2 November 1973 with effect from 10 November 1975.

M. VILJOEN, Minister of Labour.

(3) Ingeval die Bestuurskomitee nie daartoe in staat is om die Fonds ooreenkomstig hierdie klousule te administreer en/of te likvideer nie, en/of nie daartoe in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daaruit ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee na te kom, en sodanige trustee of trustees beskik vir sodanige doeleindes oor al die bevoegdhede van die Komitee.

13. LIKWIDASIE VAN DIE FONDS

By die likwidasië van die Fonds ingevolge klousule 12 hiervan en nadat alle krediteure, administrasie- en likwidasiëkoste betaal is, moet die geld in die krediet van die Fonds behoudens die goedkeuring van die Nywerheidsregistrator of in die algemene fondse van die Raad gestort word om vir 'n soortgelyke doel gebruik te word as dié waarvoor die oorspronklike Fonds ingestel is, of daaroor beskik word ooreenkomstig artikel 34 (4) van die Wet.

14. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm in die regulasies ingevolge die Wet voorgeskryf, tesame met die kennisgewings wat ingevolge artikel 58 van die Wet vereis word, laat vertoon op 'n opvallende plek wat vir alle werknemers toeganklik is in elke werkwinkel of werf waar hy sy besigheid dryf.

15. VRYSTELLINGS

Die Raad kan op aanbeveling van die Bestuurskomitee of ooreenkomstig eie beslissing vrystelling van enige bepaling van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperk wat hy bepaal.

16. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is en hy kan menings vir die leiding van werknemers en werkgewers uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

Namens die partye op hede die 26ste dag van September 1975 te Pietermaritzburg onderteken.

G. F. J. HENWOOD, Voorsitter.

C. A. HARRIS, Ondervoorsitter.

R. Q. PAINTER, Sekretaris.

No. R. 2081

7 November 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

Ek, Marais Viljoen, Minister van Arbeid, verleen hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vrystelling van die vereistes van artikel 21A van genoemde Wet aan alle werkgewers wat onderworpe is aan die bepalinge van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2080 van 7 November 1975, ten opsigte van werknemers wat ingevolge daardie Ooreenkoms op siekebesoldiging geregtig is, met ingang van 10 November 1975 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees.

M. VILJOEN, Minister van Arbeid.

No. R. 2082

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 1549 van 31 Augustus 1973 en R. 2040 van 2 November 1973 in met ingang van 10 November 1975.

M. VILJOEN, Minister van Arbeid.

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