



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2227

Registered at the Post Office as a Newspaper

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

REGULASIEKOERANT No. 2227

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 125]

PRETORIA, 7 NOVEMBER 1975

[No. 4893

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2083

7 November 1975

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—MEDICAL AID FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the 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), (2) and 14, 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), 2 and 14, 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.

42187—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2083

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—MEDIËSE HULPFONDS-OOREENKOMS

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 werkgewersorganisasies 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), 2 en 14, 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), 2 en 14, 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.

4893—1

SCHEDULE

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

MEDICAL AID 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;

"agent" means a person appointed by the Council in terms of the provisions of section 62 (7) of the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, or deemed to have been registered under the said Act, and includes a minor on probation;

"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;

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

MEDIËSE HULPFONDSOOREENKOMS

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 slegs 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 vyf jaar of vir 'n 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;

"agent" iemand wat ingevolge artikel 62 (7) van die Wet op Nywerheidsversoening, 1956, deur die Raad aangestel is;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word aldus geregistreer te wees, en ook 'n minderjarige op proef;

"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 vaardigheidssertifikaat 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 enigeen 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 ver eis 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;

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.;

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, planing, 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 materials; the application of priming and undercoats; limewashing; 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;

"benefit" means the amount to which an admitted member of the Fund is entitled in respect of expenses incurred by him in connection with medical, surgical and optical services, hospitalisation, medicine or any other benefit to which he or his dependants are entitled in terms of the Rules;

"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;

"dependant" means—

(a) the legal wife of a member, duly registered as such;

(b) a member's legitimate child, a legally adopted child and step-child under 18 years of age, who is unmarried, normally resident with and wholly dependent on him and are not entitled to benefits under any other scheme;

(c) any other person wholly dependent on such member and who satisfies the Management Committee that he is so dependent: Provided that the Management Committee's decision as to whom the member's dependants are, in terms of this paragraph shall be final;

"drugs and medicines" means—

(a) the official drugs, preparations and surgical dressings of the British Pharmaceutical Codex (solely under the official names shown in such publications), which drugs, preparations and surgical dressings are not subject to patent or proprietary rights and are not advertised to the public;

pleisterwerk, boetseerwerk en modellering; die maak van vorms; gereedmaak van voorbereidende-bepalende gidspleister; raping van stowwe aan oppervlakke; granolietwerk; gidspleister vir vloere waarop 'n afdekking soos blokke en vinylvloerteëls, -stroke, ens., aangebring moet word;

loodgieterswerk en rioolaanleg, merk; afmerk; finale aanbring van gemonteerde pype en toebehore, solder- 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;

teëlwerk, die lê en vassit van teëls, mosaiek of ander soortgelyke materiaal;

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

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;

houtmasjiene, masjiene opstel; toesig hou 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;

winkelskrynwerk, uitmerk en afmerk, vervaardiging, montering, skaaf, afwerk en aanbring van voltooide houtwerk;

uitrus van winkels, alle werksaamhede wat onder winkelskrynwerk ressorteer, asook die montering en installering van winkelfronte en winkel-, kantoor- en bankuitrusting;

terreinskrynwerk, die maak, aanbring en afwerking van skrynwerk 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 oppervlakke aanbring (uitgesonderd die aanbring van muurlym, distemper en dergelike materiaal; die aanbring van grond- en onderlae; afwit; die verf van staalleërs met 'n grondlaag verf; die verf van alle dakke; die aanbring van korrosiewerende verf aan struktuurstaalwerk en waterdigmaking; waterdigtingsmengsels aan oppervlakke 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;

"bystand" die bedrag waarop 'n aanvaarde lid van die Fonds geregtig is vir uitgawes wat hy aangegaan het in verband met mediese, chirurgiese en gesigkundige dienste, hospitalisering, medisyne of enige ander bystand waarop hy of sy afhanklikes ooreenkomstig die Reëls geregtig is;

"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 Elektroïgniese 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;

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

"afhanklike"—

(a) die wettige vrou van 'n lid behoorlik as sodanig geregistreer;

(b) 'n lid se wettige kind, 'n wettig aangenome kind en stiefkind onder die ouderdom van 18 jaar, wat ongetroud is en gewoonlik by hom inwoon en geheel en al van hom afhanklik is en nie ooreenkomstig 'n ander skema op bystand geregtig is nie;

(c) 'n ander persoon wat geheel en al van sodanige lid afhanklik is en wat die Bestuurskomitee daarvan oortuig dat hy aldus afhanklik is: Met dien verstande dat die beslissing van die Bestuurskomitee aangaande wie die lid se afhanklikes is, ooreenkomstig hierdie paragraaf deurslaggewend is; "artsenymiddels en medisyne"—

(a) die amptelike artsenymiddels, preparate en chirurgiese verbande van die Britse Farmaseutiese Kodeks (uitsluitlik onder die amptelike benaminge in sodanige publikasies vermeld) welke artsenymiddels, preparate en chirurgiese verbande nie aan patent- of eiendomsregte onderworpe is nie en nie vir die publiek geadverteer word nie;

(b) an ethical preparation, that is, a drug or preparation that has a name devised and owned by the manufacturer or distributor, that is not advertised to the public, and in respect of which the detailed formula is fully disclosed and the ingredients are fully available;

(c) a patent or proprietary preparation, that is, a preparation that is purported or professed to be prepared by a secret process or formula which is the property of the manufacturer or distributor or in his custody but which preparation is to be supplied specifically and solely for the relief of asthma;

"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 "Medical Aid 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;

"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;

"medical practitioner" means a person qualified and registered as such with the South African Medical and Dental Council in terms of the Medical, Dental and Supplementary Health Service Professions Act, 1974, and includes a general practitioner and specialist;

"member" means any person for whom membership of the Fund is compulsory or who has been admitted as a member of the Fund in terms of clause 9 of this Agreement;

"Rules" means the regulations of the Fund in force from time to time and as provided for in clause 5;

"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. MEDICAL AID FUND

(1) (a) *Amalgamation and establishment.*—The "Building Industry Medical Aid Fund", established under Government Notice R. 1514 of 3 September 1971, and the "Northern Natal Building Industry Medical Aid Fund" (hereinafter referred to as the "former funds"), are hereby amalgamated and "The Pietermaritzburg and Northern Areas Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid 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 11 of this Agreement and the Rules of the Fund.

(4) Any moneys not required to meet current payments 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 Account or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in building 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 the Vice-Chairman and countersigned by the Secretary or such other persons authorised by the Council.

(6) The objects of the Fund shall be—

- (a) to assist members towards the costs of medical, surgical and hospital treatment necessary and directly incurred as a result of accidental bodily injury sustained, sickness and/or disease which manifests itself during the currency of membership, as may be specified in the Rules from time to time;

(b) 'n etiese preparaat, d.w.s. 'n artsenymiddel of preparaat waarvoor 'n naam ontwerp is deur en wat die eiendom is van die vervaardiger of verspreider, wat nie vir die publiek geadverteer is nie en ten opsigte waarvan die formule in detail en volledig openbaar word en die bestanddele vryelik bekombaar is;

(c) 'n patente of eiendomspreparaat, d.w.s. 'n preparaat ten opsigte waarvan aangevoer of voorgegee word dat dit vervaardig word by wyse van geheime proses of formule wat die eiendom van die vervaardiger of verspreider is, of in sy bewaring is, maar welke preparaat spesifiek en uitsluitlik vir die verligting van asma verskaf sal 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 werkgever of algemene voorman verantwoordelik is vir doeltreffendheid en produksie op die werk, en wat daarbenewens, hetsy onafgebroke of met tussenpose, die werk van 'n ambagsman verrig;

"Fonds" of "Mediese Hulpfonds" 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 werkgever verantwoordelik is vir doeltreffendheid en produksie op die werk, en wat nie self die werk van 'n ambagsman hoef te doen nie behalwe in die hoedanigheid van instrukteur;

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

"geneesheer" 'n persoon wat gekwalifiseer is en kragtens die Wet op Geneesheer, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974, as sodanig by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is en omvat dit ook 'n algemene praktisyn en 'n spesialis;

"lid" 'n persoon vir wie lidmaatskap van die Fonds verpligtend is of wat ooreenkomstig klousule 9 van hierdie Ooreenkoms as lid van die Fonds toegelaat is;

"Reëls" die regulasies van die Fonds wat van tyd tot tyd van krag is en soos in klousule 5 bepaal;

"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. MEDIESE HULPFONDS

(1) (a) *Amalgamasie en instelling.*—Die "Mediese Hulpfonds vir die Bounywerheid", ingestel by Goewermentskennisgewing R. 1514 van 3 September 1971, en die "Mediese Hulpfonds vir die Bounywerheid, Noord-Natal" (hierna die "vorige fondse" genoem), word hierby geamalgameer en die "Mediese Hulpfonds vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede" (hierna die "Mediese Hulpfonds" of die "Fonds" genoem), word hierby ingestel.

(b) Die Fonds bestaan uit—

- (i) alle gelde wat tot die krediet 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 krediet van die Fonds gedeponeer word.

(3) Die Fonds se geld moet in ooreenstemming met klousule 11 van hierdie Ooreenkoms en die Reëls van die Fonds aangewend word.

(4) Alle geld wat nie vir lopende uitbetalings 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 Pospaarbankrekenings of -sertifikate;
- (d) in spaarrekenings, permanente aandele of vaste deposities 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—

- (a) om lede te help met die koste van mediese, chirurgiese en hospitaalbehandeling wat nodig is en regstreeks aangegaan is as gevolg van liggaamlike beserings wat per ongeluk opgedoen is, ongesteldheid en/of siekte wat voorkom gedurende die duur van lidmaatskap, soos van tyd tot tyd in die Reëls gespesifiseer word;

(b) to take such measures and do such things as the Council deems necessary for the prevention of sickness, accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;

(c) without in any way detracting from or interfering with a member's free choice of service, to contract—

(i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;

(ii) with any other person, body institution or authority in respect of medical services as may be specified in the Rules of the Fund from time to time;

(d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objects.

5. ADMINISTRATION OF THE FUND

(1) (a) The Medical Aid 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 representatives and alternates 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 of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

(2) The Fund shall be administered in accordance with Rules 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 Fund's 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 and/or his dependants who, in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(6) 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 Committee is unable to settle, shall be referred to the Council for decision.

(7) If at any time the amount to the credit of the Fund drops below R20 000 payments of benefits shall cease and shall not be resumed until the amount to the credit of the 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 and/or the officer 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 Fund 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 counter-signed 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.

(b) om dié maatreëls te tref en alles te doen wat die Raad nodig ag vir die voorkoming van siekte, ongelukke, en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone wat in die Nywerheid werk;

(c) om, sonder om op enige wyse afbreuk te doen aan of in te meng in 'n lid se vrye keuse van diens, 'n kontrak aan te gaan—

(i) met enige hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;

(ii) met enige ander persoon, liggaam, inrigting of owerheid ten opsigte van mediese dienste soos van tyd tot tyd in die Reëls van die Fonds gespesifiseer word;

(d) om alles te doen wat nodig is, wat bykomend of bevorderlik is vir die welsyn van lede en hul afhanklikes en die bereiking van genoemde doelstellings.

5. ADMINISTRASIE VAN DIE FONDS

(1) (a) Die Mediese Hulpfonds moet gadministreer 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 is by die Raad, asook 'n plaasvervanger vir elke verteenwoordiger. Die verteenwoordigers en plaasvervangers moet lede van die Raad wees.

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

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

- (a) Die Fonds se bystand en die kwalifikasie 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 en bestaande Reëls wysig of herroep. Kopieë van die Fonds se 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 aan en/of weerhou van 'n lid en/of sy afhanklikes 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 appél aan te teken by die Raad wie se beslissing deurslaggewend is.

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

(7) Indien die bedrag in die krediet van die Fonds 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 Fonds meer as R40 000 beloop. Wanneer die betaling van bystand hervat word, moet eise oorweeg word in die volgorde waarin hulle ontvang is.

(8) Die lede van die Bestuurskomitee, die Sekretaris en/of die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in verband met die bona fide-uitvoering van hul pligte gelyk 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 bates 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 mede-onderteken word en moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, saam met enige verslag wat genoemde ouditeurs daaroor 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. MEDICAL AID ALLOWANCE

(1) In addition to any other remuneration to which an artisan, foreman or general foreman may be entitled in terms of any other published agreement of the Council, every employer shall pay to every such artisan, foreman or general foreman in his employ an allowance of 3.5c per hour in respect of all hours worked by such artisan, foreman or 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 leave 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 an amount of R2.46 per week to the Fund in accordance with the procedure laid down in this clause.

(b) An employer shall be entitled to deduct R2.46 per week 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 subclauses (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.

(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 an 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 other manner other than that prescribed in this clause 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 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 desires to remain eligible for benefits, 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) Persons, other than those referred to in subclause (1) hereof, who are or were directly engaged or employed in the Building Industry in the areas to which this Agreement applies, and widows of deceased members, may be admitted to membership at the discretion of the Management Committee, and the provisions of this Agreement shall *mutatis mutandis* apply to any persons so admitted unless otherwise determined by the Management Committee.

7. MEDIESE HULPTOELAE

(1) Benewens enige ander besoldiging waarop 'n ambagsman, voorman of algemene voorman ooreenkomstig 'n ander gepubliseerde ooreenkoms van die Raad geregtig is, moet elke werkgewer aan elke sodanige ambagsman, voorman of algemene voorman in sy diens 'n toelae van 3.5c-per uur betaal vir alle ure wat sodanige ambagsman, voorman of algemene voorman gewerk het: Met die verstande dat hierdie toelae nie betaal word nie vir oortydwerk of werk wat verrig word op Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag en Kersdag of 'n dag wat in die jaarlikse verloftydperk val wat in 'n gepubliseerde ooreenkoms van die Raad voorgeskryf word.

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

8. BYDRAES TOT DIE FONDS

(1) (a) Elke werkgewer moet vir elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van R2.46 per week in die Fonds stort ooreenkomstig die prosedure wat in hierdie klousule uiteengesit word.

(b) 'n Werkgewer is geregtig om R2.46 per week 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 vir 'n werknemer wat gedurende enige week minder as 17½ uur vir hom werk, gestort word 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 vir 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 betaaldag 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, dié 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) Aansoek om 'n bydraeboek moet binne 30 dae na diensaanvaarding in die Bounywerheid gedoen word deur elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is. Sodanige aansoeke moet aan die Sekretaris gerig word op die aansoekvorm 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 moet dus slegs ooreenkomstig hierdie klousule aan 'n werknemer uitgereik word, en die waarde van bewyse wat op 'n ander wyse verkry is as dié wat in hierdie klousule 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 op bystand geregtig wil bly, 'n weeklikse bydrae soos wat die Raad van tyd tot tyd 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) Persone, uitgesonderd dié in subklousule (1) hiervan bedoel, wat regstreeks by die Bounywerheid betrokke is of was of daarin werksaam is of was in die gebiede waarop hierdie Ooreenkoms van toepassing is en weduwees van gestorwe lede, kan na goedvinde van die Bestuurskomitee as lede toegelaat word en hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enigiemand wat aldus as lid toegelaat is, tensy anders deur die Bestuurskomitee bepaal.

(3) 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 or absconds from or relinquishes his employment in the Building Industry;

(b) on which he becomes 65 years of age and does not apply to be admitted as a pensioner member: Provided that any contributions made to the Fund after such date shall be refunded in full to the member concerned;

(c) 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 of the Fund shall be maintained whilst members are in receipt of sick benefits from the Benefit Fund established under Government Notice 1467 of 20 September 1957.

10. PAYMENT OF BENEFITS

Payment of benefits shall be made in respect of members and dependants in accordance with the Rules of the Fund.

11. BENEFITS OF THE FUND

(1) *Benefits.*—Subject to the provisions of the Rules of the Fund, benefits shall be paid, in any one year, by the Fund in respect of any member and his dependants in accordance with the following Schedule:

	Prescribed medicine	Medical, Dental and optical benefits
	R	R
(a) In the case of a married member...	250	550
(b) In the case of a single member....	200	400
(c) In the case of a single apprentice member	75	175

(d) Depending on whether they have dependants or not, pensioner or widow members shall be entitled to the same benefits as a married or single member as prescribed in paragraphs (a) or (b); and a married apprentice member shall be entitled to the same benefits as prescribed in paragraph (a).

(2) *Prescribed medicine.*—(a) The Fund shall not be liable for the first two rands (R2), or such amount as may be decided by the Council from time to time, and this amount shall be borne by the member.

The Fund shall be liable for the balance of the cost of medicine supplied on a medical prescription for each patient by a chemist, hospital or nursing home, dispensary or by a general practitioner or specialist.

(b) Prescriptions shall not exceed one month's supply.

(c) A maximum of two authorised repeats will be allowed whereafter a new prescription shall be required.

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 this 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 Management 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) 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 or 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.

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

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

(b) waarop hy 65 jaar oud word en nie aansoek doen om as 'n gepensioeneerde lid toegelaat te word nie: Met dien verstande dat bydraes wat na sodanige datum in die Fonds gestort word ten volle aan die betrokke lid terugbetaal word;

(c) waarop hy vir meer as agt agtereenvolgende weke bydraes staak sonder om die Sekretaris vooraf skriftelik mee te deel wat die rede is vir sy versuim om bydraes te betaal: Met dien verstande dat die deurslaggewende beslissing by die Bestuurskomitee berus. Lidmaatskap van die Fonds bly van krag solank lede siektebystand ontvang uit die Bystandsfonds wat by Goewermentskennisgewing 1467 van 20 September 1957, ingestel is.

10. BETALING VAN BYSTAND

Betaling van bystand geskied ten opsigte van lede en afhanklikes ooreenkomstig die Reëls van die Fonds.

11. BYSTAND UIT DIE FONDS

(1) *Bystand.*—Behoudens die bepalinge of Reëls van die Fonds, word bystand in 'n bepaalde jaar deur die Fonds ten opsigte van 'n lid en sy afhanklikes ooreenkomstig onderstaande Bylae betaal:

	Voorgeskrewe medisyne	Mediese, tandheel- kundige en oogkundige bystand
	R	R
(a) In die geval van 'n getroude lid...	250	550
(b) In die geval van 'n ongetroude lid	200	400
(c) In die geval van 'n ongetroude vakleerlinglid	75	175

(d) Na gelang gepensioeneerde of weduweelede afhanklikes het, al dan nie, is hulle geregtig op dieselfde bystand as 'n getroude of ongetroude lid soos voorgeskryf in paragrawe (a) of (b); en 'n getroude vakleerlinglid is geregtig op dieselfde bystand soos voorgeskryf in paragraaf (a).

(2) *Voorgeskrewe medisyne.*—(a) Die Fonds is nie aanspreeklik vir die eerste twee rand (R2) of vir sodanige bedrag as wat die Raad van tyd tot tyd mag vasstel nie, en dié bedrag moet deur die lid betaal word.

Die Fonds is aanspreeklik vir die saldo van die koste van medisyne wat op 'n mediese voorskrif aan elke pasiënt deur 'n apteker, hospitaal of verpleeginrigting, resepteapteek of deur 'n algemene praktisyn of spesialis verskaf is.

(b) Voorskrifte mag vir hoogstens een maand se voorraad wees.

(c) Hoogstens twee gemagtigde herhalings word toegelaat, en daarna word 'n nuwe voorskrif vereis.

12. VERSTRYKING VAN DIE OOREENKOMS

(1) Ingeval hierdie Ooreenkoms verstryk of verleng word, moet die Fonds verder geadminestreer word deur die Bestuurskomitee wat op daardie tydstip 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 geadminestreer word deur die Bestuurskomitee wat op daardie tydstip aan bewind is. 'n Vakature wat in die Bestuurskomitee ontstaan, kan deur die Nywerheidsregistrator uit die geledere van werkgewers of werknemers, na gelang van die geval, aangevul word ten einde 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Komitee te versker.

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) Ingeval die Bestuurskomitee nie by magte is om die Fonds ooreenkomstig hierdie klousule te administreer en/of te likwideer nie en/of nie by magte 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 onuitvoerbaar 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 dié doeleindes oor al die bevoegdhede van die Komitee.

13. LIQUIDATION OF THE FUND

Upon 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 be disposed of thus:

- (1) Subject to the approval of the Industrial Registrar, either into the general funds of the Council to be used for a similar purpose to that for which the original Fund was established; or
- (2) in accordance with the provisions of section 34 (4) of the Act.

14. AGENTS

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

- (a) to enter any premises or place, in which the Building Industry is carried on, at any time when he has reasonable cause to believe that any person is employed therein;
- (b) to question, in the presence of or apart from others as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions;
- (c) to require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

- (3) When exercising the powers conferred upon him by subclause (2) of this clause, an agent may be accompanied by an interpreter.

- (4) Every employer who, or employers' organisation or trade union which is a party to the Council, and all persons who are members of such employers' organisation or trade union, shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3) of this clause and the Act.

15. BENEFITS INALIENABLE

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

16. 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.

17. 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.

18. ADMINISTRATION OF THE AGREEMENT

The Council shall be the body responsible for the administration of the Agreement and may issue expression 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. 2084

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. 1548 of 31 August 1973, R. 2052 of 2 November 1973 and R. 456 of 22 March 1974 with effect from 10 November 1975.

M. VILJOEN, Minister of Labour.

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 daar soos volg oor die geld in die krediet van die Fonds beskik word:

- (1) Behoudens die goedkeuring van die Nywerheidsregistrator moet dit 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
- (2) ooreenkomstig artikel 34 (4) van die Wet.

14. AGENTE

- (1) Die Raad kan een of meer persone as agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

- (2) 'n Agent het die reg om—

- (a) enige perseel of plek waar die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigiën daarin werksaam is;
- (b) enigiën wat hy in of op die perseel of plek vind, in die teenwoordigheid van andere of alleen, soos hy goeddink, te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;
- (c) te eis dat die boeke, tydsate, registers of dokumente wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, getoon word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

- (3) Wanneer 'n agent die bevoegdhede uitoefen wat by subklousule (2) van hierdie klousule aan hom verleen word, kan hy 'n tolk saamneem.

- (4) Elke werkgever, elke werkgewersorganisasie of vakvereniging wat 'n party is by die Raad en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet aan die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousules (2) en (3) van hierdie klousule en by die Wet aan hom verleen word.

15. BYSTAND IS ONVERVREEMBAAR

Die bystand wat ingevolge die Fonds verskaf word, is nie oordraagbaar nie en indien 'n lid poog om sy regte af te staan, oor te dra, te sedgeer, te verpand of te verhipotekeer, word sy reg op enige bystand van enige aard oombliklik beëindig en lidmaatskap van die Fonds ten opsigte van die lid en sy afhanklikes word beëindig.

16. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm in die regulasies ingevolge die Wet voorgeskrif, 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.

17. 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.

18. 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 bepalings 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. 2084

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 1548 van 31 Augustus 1973, R. 2052 van 2 November 1973 en R. 456 van 22 Maart 1974 in met ingang van 10 November 1975.

M. VILJOEN, Minister van Arbeid.

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