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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 1280

27 June 1980

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—
MEDICAL AID FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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 1 July 1980 and for the period ending 30 June 1984, 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; and

(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 17, shall be binding, with effect from 1 July 1980 and for the period ending 30 June 1984, 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.

S. P. BOTHA, Minister of Manpower Utilisation.

GOEWERMENSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 1280

27 Junie 1980

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.—
MEDIËSE HULPFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, 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 1 Julie 1980 en vir die tydperk wat op 30 Junie 1984 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; en

(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 17, met ingang van 1 Julie 1980 en vir die tydperk wat op 30 Junie 1984 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.

S. P. BOTHA, Minister van Mannekragbenutting.

SCHEDULE
INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY (WESTERN PROVINCE)
(MEDICAL AID FUND AGREEMENT)
AGREEMENT

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

Master Builders' and Allied Trades Association (Cape Peninsula)
 Boland Master Builders' Association
 Master Masons' and Quarry Owners' Association (South Africa), representing its members in the Monumental Masonry Industry

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

Amalgamated Union of Building Trade Workers
 Amalgamated Society of Woodworkers of South Africa
 Building Workers' Union
 South African Operative Masons' Society
 South African Woodworkers' Union

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

being parties to the Industrial Council for the Building Industry (Western Province).

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

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

(b) in the Boland and in the Cape Peninsula;

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

(a) in respect of the Cape Peninsula only apply to employees for whom wages are prescribed in clause 16 (1) (g) and (h) of the Agreement published under Government Notice R. 1278 of 27 June 1980, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Peninsula Agreement");

(b) in respect of the Boland only apply to employees (excluding learners) for whom wages are prescribed in clause 16 (1) (h), (k) and (l) of the Agreement published under Government Notice R. 2245 of 28 October 1977, including any amendment or extension thereof, or any succeeding agreement (hereinafter referred to as the "Boland Agreement").

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force from that date until 30 June 1984 or for such period as may be determined by the Minister.

3. DEFINITIONS

Any term or expression used in this Agreement which is defined in the Peninsula and Boland Agreements or the Industrial Conciliation Act, 1956, and any regulations framed under the said Act shall have the same meaning as in those measures and any reference to an Act or agreement shall include any amendments of such Act or agreement. Further, unless inconsistent with the context—

"application" means an application in writing on a form prescribed by the Council or Management Committee;

"approve" or "approval" means written approval;

"Boland" means the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last mentioned two districts which, prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg] and Strand;

"Cape Peninsula" means the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)
(MEDIIESE HULPFONDSOOREENKOMS)
OOREENKOMS

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

Master Builders' and Allied Trades Association (Cape Peninsula)

Boland Master Builders' Association

Master Masons' and Quarry Owners' Association (South Africa), wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

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

Amalgamated Union of Building Trade Workers

Amalgamated Society of Woodworkers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid 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 Boland en in die Kaapse Skiereiland.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

(a) ten opsigte van die Kaapse Skiereiland slegs van toepassing op werknemers vir wie lone voorgeskryf word in klousule 16 (1) (g) en (h) van die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 1278 van 27 Junie 1980 insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Skiereiland Ooreenkoms" genoem);

(b) ten opsigte van die Boland slegs van toepassing op werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word in klousule 16 (1) (h) (k) en (l) van die Ooreenkoms gepubliseer by Goewermentskenningsgewing R. 2245 van 28 Oktober 1977, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Boland Ooreenkoms" genoem).

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag vanaf daardie datum tot 30 Junie 1984 of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en omskryf word in die Skiereiland en Boland Ooreenkomste of die Wet op Nywerheidsversoening, 1956, en in regulasies wat kragtens genoemde Wet opgestel is, het dieselfde betekenis as in daardie maatreëls, en waar daar van 'n wet of 'n ooreenkoms melding gemaak word, word ook alle wysigings van sodanige wet of ooreenkoms bedoel. Voorts, tensy onbestaanbaar met die sinsverband, beteken—

"aansoek" 'n skriftelike aansoek op 'n vorm deur die Raad of Bestuurskomitee voorgeskryf;

"goedkeur" of "goedkeuring" skriftelike goedkeuring;

"Boland" die landdrostdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskenningsgewing 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermentskenningsgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het] en Strand;

"Kaapse Skiereiland" die landdrostdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskenningsgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskenningsgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Kuilsrivier

Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice 283 of 2 March 1962), fell within the Magisterial District of Bellville;

"claim" means the amount to which a member of the Fund is entitled in respect of expenses incurred by him in connection with medical or dental services, hospitalisation, medicine or any other benefit to which he or his dependants are entitled in terms of the rules;

"continuation member" means a member who is no longer employed or engaged in the Industry but who is permitted in terms of clause 7 to remain a member of the Fund;

"dependant" (if and for so long as the dependant resides in the Republic of South Africa and South West Africa and is registered with the Fund) in relation to a member of the Fund, means—

(a) the legal or common-law wife of such member duly registered as such;

(b) such member's child, stepchild or legally adopted child under the age of 18 years who is unmarried and not in receipt of regular remuneration of more than R50 per month;

(c) such member's child, stepchild or legally adopted child over the age of 18 years who is married and who, owing to mental or physical defect or any similar cause, is not in receipt of a regular remuneration of more than R50 per month and who, with the consent of the Management Committee and subject to its conditions, is recognised as a dependent person;

(d) any other member of such member's family who is in receipt of a regular income of not more than R50 per month and who is recognised as a dependent person by the Management Committee subject to such conditions as may be imposed by it;

Provided that any such dependant shall be normally resident with and dependent upon the member;

"Fund" means the Fund provided for in terms of clause 4 of this Agreement;

"Management Committee" or "Committee" means a committee appointed as such by the Council in terms of clause 6 of this Agreement to administer the Fund on behalf of the Council;

"married member" means, subject to the rules of the Fund, a member with one or more dependants;

"medical scheme" means—

(a) a medical scheme registered under section 15 or provisionally under section 16 of the Medical Schemes Act, 1967 (Act 72 of 1967);

(b) a medical scheme which, under section 2 of the Medical Schemes Act, is not required to comply with the provisions of the said Act;

"member" means any person who contributes to the Fund in order to obtain any benefit referred to in the rules either for himself or for his dependants in terms of the rules and who has duly completed and submitted to the Management Committee the prescribed application or membership form and has been admitted as a member of the Fund;

"pensioner" means a member who has retired from the service of an employer in the Industry whether on account of age or disability and who, at the time of such retirement, has had an aggregate period of membership of the Council's Fund of not less than 10 years;

"preferential tariff" means a tariff of fees for the Medical Aid Fund as agreed by the Management Committee;

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

"single member" means, subject to the rules, a member without dependants;

"year" means, unless otherwise stated, the first day of November each year to the last day of October of the year following.

4. MEDICAL AID FUND

(1) The Building Industry Medical Aid Fund (hereinafter referred to as the "Fund") established in terms of the Agreement published under Government Notice R. 728 of 2 May 1969, is hereby continued.

(2) The Fund shall consist of—

(a) all contributions paid by employers and members into the Fund in accordance with clause 9 of this Agreement and the Agreement referred to in subclause (1);

(b) all interest derived from the investment of any moneys of the Fund;

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

wat voor die publikasie van Goewermetskennisgewing 661 van 19 April 1974 binne die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermetskennisgewing 283 van 2 Maart 1962), binne die landdrostdistrik Bellville geval het;

"eis" die bedrag waarop 'n lid van die Fonds geregtig is ten opsigte van uitgawes wat hy aangegaan het in verband met mediese of tandheelkundige dienste, hospitalisasie, medisyne of enige ander bystand waarop hy of sy afhanklikes kragtens die reëls geregtig is;

"voortsettingslid" 'n lid wat nie meer in die Nywerheid werksaam of daarby betrokke is nie maar wat ingevolge klousule 7 toegelaat word om lid van die Fonds te bly;

"afhanklike" (indien en solank die afhanklike in die Republiek van Suid-Afrika en Suidwes-Afrika woonagtig is en by die Fonds geregistreer is) in verband met 'n lid van die Fonds—

(a) die wettige of gemeenregtelike vrou van sodanige lid behoorlik as sodanig geregistreer;

(b) sodanige lid se kind, stiefkind of wettig aangenome kind onder die leeftyd van 18 jaar, wat ongetroud is en wat nie gereeld 'n besoldiging van meer as R50 per maand ontvang nie;

(c) sodanige lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar is, wat ongetroud is en wat, weens 'n geestes- of liggaamlike gebrek of dergelike oorsaak, nie 'n gereelde besoldiging van meer as R50 per maand ontvang nie en wat, met die toestemming van die Bestuurskomitee en op sy voorwaardes, as 'n afhanklike persoon erken word;

(d) enige ander lid van sodanige lid se gesin wat gereeld 'n inkomste van hoogstens R50 per maand ontvang en wat deur die Bestuurskomitee en op dié voorwaardes wat hy stel, as 'n afhanklike persoon erken word;

Met dien verstande dat sodanige afhanklike gewoonlik by die lid moet inwoon en van hom afhanklik moet wees;

"Fonds" die Fonds wat ingevolge klousule 4 van hierdie Ooreenkoms gestig is;

"Bestuurskomitee" of "Komitee" 'n komitee wat kragtens klousule 6 van hierdie Ooreenkoms as sodanig deur die Raad aangestel is om die Fonds namens die Raad te administreer;

"getroude lid", behoudens die reëls van die Fonds, 'n lid met een of meer afhanklikes;

"mediese skema"—

(a) 'n mediese skema wat ingevolge artikel 15 of voorlopig ingevolge artikel 16 van die Wet op Mediese Skemas, 1967 (Wet 72 van 1967), geregistreer is;

(b) 'n mediese skema wat soos in artikel 2 van die Wet op Mediese Skemas bepaal, nie aan die bepalings van genoemde Wet hoef te voldoen nie;

"lid" enigiemand wat tot die Fonds bydra ten einde bystand soos in die reëls bedoel, of vir homself of vir sy afhanklikes ooreenkomstig die reëls te verkry, wat die voorgeskrewe aansoek om lidmaatskap behoorlik ingevul en aan die Bestuurskomitee voorgelê het en wat as lid van die Fonds toegelaat is;

"pensioentrekker" 'n lid wat uit die diens van 'n werkgewer in die Nywerheid getree het, hetsy weens ouderdom of werk-onvermoë, en wat ten tyde van sodanige uitdienstreding altesaam minstens 10 jaar lid van die Raad se Fonds was;

"voorkeurtarief" 'n geldtarief vir die Mediese Hulpfonds waartoe die Bestuurskomitee ingestem het;

"Sekretaris" die Sekretaris van die Raad en ook 'n beampte deur die Raad aangewys om namens die Sekretaris op te tree;

"ongetroude lid", behoudens die reëls, 'n lid sonder afhanklikes;

"jaar", tensy anders gemeld, die eerste dag van November elke jaar tot die laaste dag van Oktober van die daaropvolgende jaar.

4. MEDIESE HULPFONDS

(1) Die Mediese Hulpfonds vir die Bounywerheid (hierna die "Fonds" genoem), gestig kragtens die Ooreenkoms gepubliseer by Goewermetskennisgewing R. 728 van 2 Mei 1969, word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) alle bydraes wat deur werkgewers en lede ooreenkomstig klousule 9 van hierdie Ooreenkoms en die Ooreenkoms bedoel in subklousule (1) aan die Fonds betaal word;

(b) alle rente verkry uit die belegging van geld van die Fonds;

(c) alle geld waarop die Fonds geregtig word.

5. OBJECTS

The objects of the Fund shall be—

- (1) to assist members in regard to the cost of such medical services incurred by them or their dependants as may be provided for in the rules from time to time;
- (2) to take such measures and to do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, their dependants and persons employed or engaged in the Industry;
- (3) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members and their dependants;
- (4) to contract with any other person, body, institution or authority in respect of medical services as may be specified from time to time;
- (5) to meet the cost of making such arrangements and to meet such expenses as may be necessary and expedient for the purpose of carrying out the above-mentioned objects.

6. ADMINISTRATION OF THE FUND

(1) The Fund shall be administered by a Management Committee appointed by the Council and consisting of seven representatives of the employees and seven representatives of the employers. The Chairman and Vice-Chairman of the Council shall be Chairman and Vice-Chairman respectively of the Management Committee and the provisions of the Council's Constitution relating to their period of office and the convening 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 this purpose by the Council and such rules shall not be inconsistent with the provisions of this Agreement or the provisions of the Industrial Conciliation Act, 1956, and shall, *inter alia*, prescribe—

- (a) the benefits payable under the Fund and the qualifications attached thereto;
- (b) the procedure for lodging claims and payment of claims;
- (c) any other matter which the Council may decide.

(3) The Council may at any time make new rules or 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 Director-General: Manpower Utilisation.

(4) The Secretary of the Council shall be the Chief Executive Officer of the Fund.

(5) The Management 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 interest of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management 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 rules or concerning the administration of the Fund which the Management Committee is unable to settle, shall be referred to the Council for decision, whose decision shall be final.

(7) The Committee shall have the powers to carry out the objects and purposes of the Fund in accordance with the rules and without detracting in any way from the generality of this provision and shall have the following powers:

- (a) To receive, administer and apply the moneys of the Fund;
- (b) to open and operate a banking account or accounts in the name of the Fund;
- (c) to invest moneys not immediately required for the purpose of the Fund in the manner provided for in clause 11 (4) and to vary or realise any such investments;
- (d) to enter into and sign any contracts or documents in the name of the Fund and to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund;
- (e) to appoint, remunerate and terminate the appointment of secretaries, medical advisers and attorneys and to employ, remunerate and terminate the employment of any person for the purposes of the Fund;
- (f) to delegate any of its powers or duties to any subcommittee appointed by it: Provided that a subcommittee so nominated shall in the exercise of its powers conform to any rules or instructions that may be imposed on or issued to it by the Committee;

5. DOELSTELLINGS

Die doelstellings van die Fonds is—

- (1) om lede te help in verband met die koste van dié mediese dienste wat hulle of hul afhanklikes aangegaan het en waarvoor daar van tyd tot tyd in die reëls voorsiening gemaak word;
- (2) Om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van die gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid werksaam is of daarby betrokke is;
- (3) om met 'n hospitaal, verpleeginrigting, herstellingstehuis of ander soortgelyke inrigting 'n kontrak aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;
- (4) om met 'n ander persoon, liggaam, inrigting of owerheid 'n kontrak aan te gaan ten opsigte van dié mediese dienste wat van tyd tot tyd gespesifiseer word;
- (5) om die koste van sodanige maatreëls en dié uitgawes wat nodig en dienstig is vir die verwesenliking van bogenoemde oogmerke, te bestry.

6. ADMINISTRASIE VAN DIE FONDS

(1) Die Fonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit sewe verteenwoordigers van die werknemers en sewe verteenwoordigers van die werkgewers. Die Voorsitter en Ondervoorsitter van die Raad is onderskeidelik die Voorsitter en Ondervoorsitter van die Bestuurskomitee, en die bepalings van die Raad se konstitusie in verband met hul ampstermyn en die belegging en hou van vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(2) Die Fonds word geadminestreer ooreenkomstig die reëls wat die Raad vir hierdie doel voorskryf, en sodanige reëls mag nie met die bepalings van hierdie Ooreenkoms of die bepalings van die Wet op Nywerheidsversoening, 1956, onbestaanbaar wees nie en moet o.a. die volgende voorskryf:

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

- (b) die prosedure vir die indiening en betaling van eise;
- (c) alle ander sake waartoe die Raad besluit.

(3) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of herroep. Kopieë van die Fonds se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal: Mannekragbenutting ingedien word.

(4) Die Sekretaris van die Raad is die hoofuitvoerende beampte van die Fonds.

(5) Die Bestuurskomitee kan enige of alle bystand van 'n lid en/of sy afhanklikes weier en/of terughou indien sodanige lid of afhanklike na die mening van die Bestuurskomitee opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te skaad of dit na alle redelike waarskynlikheid kan skaad: Met dien verstande dat sodanige lid die geleentheid gegee moet word om by die Raad appél teen die beslissing van die Bestuurskomitee aan te teken, en die beslissing van die Raad is finaal.

(6) Alle geskille betreffende die uitleg, betekenis of bedoeeling van 'n bepaling van hierdie Ooreenkoms of die reëls of in verband met die administrasie van die Fonds, wat die Bestuurskomitee nie kan besleg nie, moet vir beslissing na die Raad verwys word, wie se beslissing finaal is.

(7) Die Komitee het die bevoegdheid om die oogmerke en doelstellings van die Fonds uit te voer ooreenkomstig die reëls en sonder om enigerwyse afbreuk aan die algemeenheid van dié bepaling te doen, en het die volgende bevoegdheid:

(a) Om die geld van die Fonds te ontvang, te administreer, en aan te wend;

(b) om 'n bankrekening of -rekenings op naam van die Fonds te open en daarmee te werk;

(c) om geld wat nie onmiddellik vir die doel van die Fonds nodig is nie, te belê soos in klousule 11 (4) bepaal is en om sodanige beleggings te verander of te gelde te maak;

(d) om kontrakte aan te gaan of dokumente te onderteken op naam van die Fonds en om geregtelike stappe deur of teen die Fonds in te stel, te voer, te verweer, te skik of dit te laar vaar;

(e) om sekretarisse, mediese adviseurs en prokureurs aan te stel, te besoldig en hul aanstelling te beëindig en om enigiemand vir die doeleindes van die Fonds in diens te neem, te besoldig en sy diens te beëindig;

(f) om enigeen van sy bevoegdhede of pligte aan 'n subkomitee wat hy aangestel het, te delegeer: Met dien verstande dat 'n subkomitee wat aldus aangestel is, by die uitoefening van sy bevoegdhede die reëls of opdragte wat die Komitee hom op lê of aan hom uitreik, moet nakom;

(g) to make regulations prescribing the form and the manner in which applications for the award of benefits shall be lodged and dealt with by the Fund;

(h) to do all such other acts or things as, in the opinion of the Committee, are conducive to the attainment of all or any of the above objects;

(i) to authorise the Chairman and any official as it may approve from time to time, and upon such terms and conditions as may be approved by it, to sign any contract or other document binding the Fund or any document authorising the performance of any act on behalf of the Fund: Provided that documents to be submitted to the Registrar shall be signed in the manner prescribed by the regulations framed under the Act;

(j) to prescribe the rate of subscription for members other than those referred to in clause 7 (1) (a);

(k) to decrease benefits: Provided that such reduction shall not be more than 15 percent in any one year.

(8) The members of the Committee and every employee of the Fund shall preserve and aid in preserving secrecy in regard to all matters that may come to their knowledge in the performance of their duties in connection with the Fund or arising from matters discussed.

7. MEMBERSHIP

(1) (a) Subject to the provisions of subclause (2), membership of the Fund shall be compulsory for all employees, excluding learners, for whom wages are prescribed in clause 16 (1) (g) and (h) of the Peninsula Agreement and clause 16 (1) (h), (k) and (l) of the Boland Agreement.

(b) Persons other than those referred to in paragraph (a) who are directly engaged or employed in the Industry may, on application and at the discretion of the Management Committee, be admitted to membership of the Fund.

(c) A member who, on account of age or disability or other circumstances, retires from service as a pensioner may, with the consent of the Committee, become a continuation member provided he has been, at the time of his retirement, a member of the Fund for a continuous period of not less than 10 years: Provided that the Committee may recognise any continuous membership of any other medical scheme immediately before becoming a member of the Fund for the purpose of determining such period.

(d) The widow of a deceased member may, with the approval of the Committee, be admitted as a member of the Fund: Provided that the deceased member, at the time of his death, had been a member of the Fund for a continuous period of not less than 10 years: Provided further that the widow shall apply for membership within six months from the date of her husband's death and that membership contributions are fully paid up. Such membership shall continue only for as long as such widow remains unmarried or takes up employment where membership of a medical aid or benefit scheme is compulsory.

(e) A person who is employed in the Industry under a contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, may on application and at the discretion of the Management Committee, be admitted to membership.

(2) Every employee for whom membership of the Fund is compulsory or who may be admitted as a member in terms of subclause (1) hereof and who has not already done so in terms of the Agreement referred to in clause 4 (1), shall complete an application form obtainable from the Secretary of the Council and lodge such completed form with that official within one month of the date on which—

(a) this Agreement comes into operation if employed in the Building or Monumental Masonry Industry at such date;

(b) he enters or re-enters or becomes employed in the Building or Monumental Masonry Industry in any of the categories referred to in subclause (1) (a) above;

and such employee shall not be eligible for any benefit unless the provisions of this subclause have been complied with.

(3) In order to be eligible for benefits in respect of his dependants, a member shall make application to the Fund for the registration of his dependants and shall furnish such information and documentary evidence as the Committee may require.

(4) The provisions of this Agreement shall *mutatis mutandis* apply to any person admitted to membership in terms of subclause (1) (b), (c), (d) and (e) and such persons shall be required to contribute on such basis as provided for in the rules.

(g) om regulasies op te stel waarby die vorm en die wyse voorgeskryf word waarop aansoeke om die toekenning van bystand ingedien en deur die Fonds behandel moet word;

(h) om al die ander stappe of dinge te doen wat na die mening van die Komitee bevorderlik is vir die verwesenliking van enigeen van of al bogenoemde oogmerke;

(i) om die Voorsitter en enige beampte wat hy van tyd tot tyd goedkeur, te magtig om op dié voorwaardes wat hy goedkeur, enige kontrak of ander dokument waarby die Fonds verbind word of enige dokument waarby enige stap namens die Fonds gemagtig word, te onderteken: Met dien verstande dat dokumente wat aan die Registrateur voorgelê moet word, onderteken moet word op die wyse voorgeskryf by die regulasies wat kragtens die Wet opgestel is;

(j) om die bydraes van ander lede as dié in klousule 7 (1) (a) bedoel, voor te skryf;

(k) om bystand te verminder: Met dien verstande dat sodanige vermindering hoogstens 15 persent in 'n bepaalde jaar mag beloop.

(8) Die lede van die Komitee en elke werknemer van die Fonds moet geheimhouding in verband met alle sake waarvan hulle by die verrigting van hul pligte in verband met die Fonds of uit die bespreking van sake te wete kom, bewaar en help om dit te bewaar.

7. LIDMAATSKAP

(1) (a) Behoudens subklousule (2), is lidmaatskap van die Fonds verpligtend vir alle werknemers (uitgesonderde leerlinge) vir wie lone voorgeskryf word in klousule 16 (1) (g) en (h) van die Skiereiland Ooreenkoms en klousule 16 (1) (h), (k) en (l) van die Boland Ooreenkoms.

(b) Persone, uitgesonderd dié wat in paragraaf (a) bedoel word, wat regstreeks in die Nywerheid werksaam is of daarby betrokke is, kan op aansoek en na goedvinde van die Bestuurskomitee as lede van die Fonds toegelaat word.

(c) 'n Lid wat vanweë sy ouderdom of werkonvermoë of ander omstandighede as 'n pensioentrekker uit diens tree, kan, met die toestemming van die Komitee, 'n voortsettingslid word mits hy ten tyde van sy uitdienstreding vir 'n ononderbroke tydperk van minstens 10 jaar lid van die Fonds was: Met dien verstande dat die Komitee ononderbroke lidmaatskap van 'n ander mediese skema onmiddellik voordat so 'n persoon lid van die Fonds geword het, vir die bepaling van sodanige tydperk kan erken.

(d) Die weduwee van 'n afgestorwe lid kan, met die goedkeuring van die Komitee, as lid van die Fonds toegelaat word mits die afgestorwe lid ten tyde van sy dood vir 'n ononderbroke tydperk van minstens 10 jaar lid van die Fonds was: Met dien verstande dat die weduwee binne ses maande vanaf die datum van afsterwe van haar eggenoot aansoek om lidmaatskap moet doen en dat ledegeld ten volle betaal word. Sodanige lidmaatskap duur voort solank sodanige weduwee ongetroud bly of totdat sy werk aanvaar ten opsigte waarvan lidmaatskap van 'n mediese hulp- of bystandskema verpligtend is.

(e) 'n Persoon wat in die Nywerheid diens doen ooreenkomstig 'n leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, kan op aansoek en na goedvinde van die Bestuurskomitee as lid toegelaat word.

(2) Elke lid vir wie lidmaatskap van die Fonds verpligtend is of wat ingevolge subklousule (1) hiervan as lid toegelaat kan word, en wat dit nog nie reeds gedoen het kragtens die Ooreenkoms in klousule 4 (1) bedoel nie, moet 'n aansoek vorm wat van die Sekretaris van die Raad verkrygbaar is, invul en sodanige ingevulde vorm by genoemde beampte indien binne een maand vanaf die datum waarop—

(a) hierdie Ooreenkoms in werking tree, as hy op sodanige datum in die Bou- of Monumentklipmesselnywerheid werksaam is;

(b) hy in enigeen van die kategorieë in subklousule (1) a) hierbo bedoel, tot die Bou- of Monumentklipmesselnywerheid toetree of weer toetree of daarin werksaam word;

en sodanige werknemer kom nie vir bystand in aanmerking nie tensy die bepalinge van hierdie subklousule nagekom is.

(3) Ten einde in aanmerking te kan kom vir bystand ten opsigte van sy afhanklikes, moet 'n lid by die Fonds aansoek doen om die registrasie van sy afhanklikes en moet hy dié inligting verstrek en dié dokumentêre bewys lewer wat die Komitee vereis.

(4) Die bepalinge van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enigeen wat ooreenkomstig subklousule (1) (b), (c), (d) en (e) van hierdie klousule as lid toegelaat is, en daar word van sodanige persone vereis om by te dra op die grondslag waarvoor daar in die reëls voorsiening gemaak word.

8. CESSATION OF MEMBERSHIP AND PAYMENT OF BENEFITS

(1) Membership of the Fund shall terminate and entitlement to any benefits of the Fund shall cease—

(a) on a member's death;

(b) immediately a member ceases working in the Building or Monumental Masonry Industry for any reason whatsoever except in the event of his becoming a continuation member;

(c) in the case of a widow, on her remarrying or taking up employment where membership of a medical scheme is compulsory;

(d) on a finding by the Committee after enquiry, that a member or any of his dependants have abused the rights and privileges afforded by the Fund;

(e) in the case of any member other than those admitted in terms of the provisions of clause 7 (1) (a), who for more than two consecutive months fails to contribute to the Fund at the prescribed rates.

(2) 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.

(3) The Management Committee may, at any time, exclude a member or dependant who at the date of commencement of membership was suffering from any deformity, infirmity, chronic disease or other ailment or any illness or accident attributable to such conditions.

(4) Any member whose membership has been terminated, shall forfeit all claims on the Fund and, if re-admitted, shall be regarded as an entirely new member.

9. CONTRIBUTIONS

(1) Every employer shall, in respect of each employee, excluding a learner, in his employment for whom wages are prescribed in clause 16 (1) (g) and (h) of the Peninsula Agreement and clause 16 (1) (h), (k) and (l) of the Boland Agreement and in the manner hereinafter prescribed in this clause, pay to the Council an amount of R3,20 per week towards the Fund.

(2) An employer may deduct an amount of R1,60 per week from the wages of an employee in respect of whom a payment has been made in terms of the provisions of subclause (1) except that an employer may deduct R2,20 from an employee to whom the Boland Agreement applies if such employee has worked less than 40 hours in any week for any reason other than the following:

(a) Inclement weather;

(b) public holiday;

(c) lack of work due to shortage of materials;

(d) Government decree;

(e) circumstances beyond the employee's control;

(f) any other reason acceptable to the employer:

Provided that should an employee feel aggrieved by the application of this subclause, he may refer the matter to the Council for a decision.

(3) Every employer shall in respect of the amounts contributed in terms of subclause (1), issue on each pay-day to each such employee a stamp cancelled by him, bearing the employer's name and the date of issue.

(4) The stamp referred to in subclause (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of any unused stamps. Application for such refund shall be made not later than six months after the expiration of the year during which the said stamps were issued.

(5) No payment or deduction shall be made in terms of subclauses (1) and (2) hereof by an employer in respect of an employee who works less than 20 hours for him in any week.

(6) Where a member is employed by two or more employers during the same week the deduction and contribution in terms of subclauses (1) and (2) shall be made by the employer by whom he was first employed during that week for not less than 20 hours.

(7) Every member shall immediately affix stamps issued to him in terms of subclause (3) in a contribution book to be obtained from the Council.

8. STAKING VAN LIDMAATSKAP EN BETALING VAN BYSTAND

(1) Lidmaatskap van die Fonds word beëindig en die reg op bystand uit die Fonds verval—

(a) by die afsterwe van 'n lid;

(b) sodra 'n lid om watter rede ook al, behalwe wanneer hy 'n voortsettingslid word, ophou om in die Bou- en Monumentklippesselsnywerheid werksaam te wees;

(c) in die geval van 'n weduwee, wanneer sy weer in die huwelik tree of werk aanvaar waarvoor lidmaatskap van 'n mediese skema verpligtend is;

(d) wanneer die Komitee, na ondersoek, bevind dat 'n lid of enigeen van sy afhanklikes die regte en voorregte wat die Fonds bied, misbruik het;

(e) in die geval van 'n ander lid as die wat ingevolge klousule 7 (1) (a) toegelaat is, indien hy vir meer as twee agtereenvolgende maande versuim om teen die voorgeskrewe skale tot die Fonds by te dra.

(2) Die bystand wat die Fonds verskaf, is nie oordraagbaar nie, en 'n lid wat poog om sy regte af te staan, oor te dra, te seeder, te verpand of te verhipotekeer, is onmiddellik nie meer op enige bystand hoegenaamd geregtig nie, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes moet beëindig word.

(3) Die Bestuurskomitee kan te eniger tyd 'n lid of 'n afhanklike uitsluit wat op die aanvangsdatum van sy lidmaatskap gelyk het aan 'n gebrek, swakheid, chroniese siekte of 'n ander kwaal of siekte of gevolg van 'n ongeluk wat aan sodanige toestande te wyte is.

(4) 'n Lid wie se lidmaatskap beëindig is, verbeur alle aanspraak op die Fonds, en as hy weer as lid toegelaat word, word hy geag 'n heeltemal nuwe lid te wees.

9. BYDRAES

(1) Elke werkgewer moet ten opsigte van elke werknemer (uitgesonderd 'n leerling) in sy diens vir wie lone voorgeskryf word in klousule 16 (1) (g) en (h) van die Skiereiland Ooreenkoms en klousule 16 (1) (h), (k) en (l) van die Boland Ooreenkoms en op die wyse hierna in hierdie klousule voorgeskryf, aan die Raad 'n bedrag van R3,20 per week betaal as bydrae tot die Fonds.

(2) 'n Werkgewer kan 'n bedrag van R1,60 per week aftrek van die loon van 'n werknemer ten opsigte van wie hy 'n bedrag ingevolge subklousule (1) betaal het, maar 'n werkgewer kan 'n bedrag van R2,20 aftrek van die loon van 'n werknemer op wie die Boland Ooreenkoms van toepassing is indien sodanige werknemer minder as 40 uur in 'n bepaalde week om enige ander rede as die volgende gewerk het:

(a) Gure weer;

(b) 'n openbare vakansiedag;

(c) gebrek aan werk weens 'n tekort aan materiaal;

(d) Goewermentsbevel;

(e) omstandighede buite die werknemer se beheer;

(f) enige ander rede wat vir die werkgewer aanvaarbaar is;

Met dien verstande dat 'n werknemer wat gegrief voel deur die toepassing van hierdie subklousule, die saak na die Raad vir 'n beslissing verwys.

(3) Elke werkgewer moet ten opsigte van die bedrae wat ingevolge subklousule (1) bygedra is, op elke betaaldag aan elke sodanige werknemer 'n seël uitreik wat deur hom geroep is en wat die werkgewer se naam en die datum van uitreiking toon.

(4) Die werkgewer moet die seël wat in subklousule (3) bedoel word, van die Raad aankoop en te alle tye 'n toereikende voorraad daarvan in stand hou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die Raad kan verkry ten opsigte van seëls wat nie gebruik is nie. Aansoek om sodanige terugbetaling moet gedoen word binne ses maande na die verstryking van die jaar waarin genoemde seëls uitgereik is.

(5) 'n Werkgewer mag geen bedrag ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom gewerk het, ingevolge subklousules (1) en (2) hiervan betaal of aftrek nie.

(6) Waar 'n lid gedurende dieselfde week deur twee of meer werkgewers in diens geneem word, moet die bydrae en die aftrekking ingevolge subklousules (1) en (2) gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 20 uur gewerk het.

(7) Elke lid moet die seëls wat ingevolge subklousule (3) aan hom uitgereik word, onmiddellik in 'n bydraeboek plak wat van die Raad verkry moet word.

(8) The Council in its discretion may combine the stamps referred to in this clause with any other stamps and/or contribution books issued by the Council in respect of any other fund for which provision is made in the Peninsula or Boland Agreements or which may be introduced from time to time.

(9) No contribution book shall contain more than 49 stamps and, should more stamps be affixed thereto, the excess shall be confiscated by the Secretary and the value thereof be applied to the general funds of the Council.

(10) The contribution of R3,20 per week shall not be refundable to the employer or member once the stamp has been issued to the member.

(11) The contribution book and stamps issued to members are not transferable and no member shall pledge, cede, sell or give away such stamps or contribution books. Stamps in the possession of any member obtained in any manner other than that laid down in terms of this Agreement, shall be forfeited to the general funds of the Council.

10. BENEFITS

(1) Subject to the provisions of this Agreement and the rules of the Fund, the total amount payable in respect of any member and his dependants in any one calendar year shall not exceed R800: Provided that if the benefits payable in respect of any claim submitted by a member would cause the maximum benefits payable in terms of this clause to be exceeded, the portion borne by the Fund in respect of an account or accounts submitted shall be reduced pro rate to such amount as does not cause the maximum benefit payable in terms of this clause to be exceeded.

(2) Benefits shall not accrue in respect of treatment incurred on or before the first day of the fourth month of membership, and unless such member is in possession of not less than 16 stamps duly issued to him in term of clause 9 of this Agreement.

(3) The Council shall supply each member of the Fund with a brochure setting out the benefits payable under the Fund.

11. FINANCE

(1) All moneys accruing to the Fund shall be deposited in a banking account opened for that purpose in the name of the Fund and all moneys received shall be deposited therein.

(2) The moneys of the Fund shall be applied to the payment of the benefits as prescribed in this Agreement and the rules and to payment of any expenditure incurred in connection with the administration of the Fund.

(3) All payments from the Fund shall be made by cheque, signed by the Chairman or any nominated member of the Management Committee and countersigned by the Secretary.

(4) Moneys surplus to the requirements of the Fund 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 building societies or banks;

or in any other manner approved by the Registrar. Any interest derived from such investments shall accrue to the Fund.

(5) The Committee shall cause full and true accounts of the Fund to be kept, such accounts to be audited annually by a public accountant appointed by the Council.

(6) The Committee shall submit to the Council annually not later than 30 June statements audited by a public accountant appointed by the Council and countersigned by the Chairman of the Committee, showing—

(a) the income and expenditure of the Fund during the 12 months ended 31 October preceding;

(b) the assets and liabilities of the Fund at the end of the period mentioned.

(7) The certified audited statements referred to in sub-clause (6) above shall thereafter lie for inspection at the office of the Council and copies thereof shall, within nine months of the close of the period covered thereby, be submitted to the Director-General: Manpower Utilisation.

(8) If at any time the amount standing to the credit of the Fund falls below the aggregate amount of claims paid during the immediately preceding three months, payment of

(8) Die Raad kan na sy goedvinde die seëls wat in hierdie klousule bedoel word, kombineer met ander seëls en/of bydraeboeke wat deur die Raad uitgereik word ten opsigte van enige ander fonds waarvoor daar in die Skiereiland of Boland Ooreenkomste voorsiening gemaak word of wat van tyd tot tyd ingevoer word.

(9) Geen bydraeboek mag meer as 49 seëls bevat nie, en as meer seëls daarin geplaak word, moet dié wat meer as 49 is, deur die Sekretaris gekonfiskeer word en die waarde daarvan in die algemene fondse van die Raad gestort word.

(10) Sodra die seël aan die lid uitgereik is, mag die bydrae van R3,20 per week nie aan die werkgewer of die lid terugbetaal word nie.

(11) Die bydraeboeke en seëls wat aan lede uitgereik is, is nie oordraagbaar nie en geen lid mag sodanige seëls of bydraeboeke verpand, seeder, verkoop of op 'n ander manier weggee nie. Seëls wat in die besit van 'n lid is en wat op 'n ander manier verkry is as dié soos in hierdie Ooreenkoms bepaal, moet ten bate van die algemene fondse van die Raad gekonfiskeer word.

10. BYSTAND

(1) Behoudens die bepalings van hierdie Ooreenkoms en die reëls van die Fonds, is die totale bedrag wat ten opsigte van 'n lid en sy afhanklikes in een kalenderjaar betaalbaar is, hoogstens R800: Met dien verstande dat, as die bystand betaalbaar ten opsigte van 'n eis wat deur 'n lid ingedien word, daartoe sou lei dat die maksimum bystand wat ingevolge hierdie klousule betaalbaar is, oorskry word, die gedeelte van die Fonds moet dra ten opsigte van 'n rekening of rekenings wat ingedien is, pro rata verminder moet word tot so 'n bedrag dat die maksimum bystand wat ingevolge hierdie klousule betaalbaar is, nie oorskry word nie.

(2) Bystand is nie betaalbaar nie ten opsigte van behandeling wat voor of op die eerste dag van die vierde maand van lidmaatskap ondergaan is en tensy sodanige lid in besit is van minstens 16 seëls wat behoorlik ingevolge klousule 9 van hierdie Ooreenkoms aan hom uitgereik is.

(3) Die Raad moet elke lid van die Fonds voorsien van 'n brosjure wat die bystand opnoem wat kragtens die Fonds betaalbaar is.

11. FINANSIES

(1) Alle geld wat aan die Fonds toeval, moet gedeponeer word in 'n bankrekening wat vir daardie doel op naam van die Fonds geopen is, en alle geld wat ontvang word, moet daarin gedeponeer word.

(2) Die geld van die Fonds moet aangewend word ter betaling van bystand soos voorgeskryf in hierdie Ooreenkoms en die reëls en ter betaling van alle uitgawes aangegaan in verband met die administrasie van die Fonds.

(3) Alle betalings uit die Fonds moet geskied per tjek wat onderteken moet word deur die Voorsitter of 'n benoemde lid van die Bestuurskomitee, en wat mede-onderteken moet word deur die Sekretaris.

(4) Geld wat nie vir die vereistes van die Fonds nodig is nie, mag nie op 'n ander manier belê word nie as in—

(a) effekte van die Regering van die Republiek van Suid-Afrika of in effekte van plaaslike besture;

(b) Nasionale Spaarsertifikate;

(c) Posspaarbankrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;

of op 'n ander manier wat die Registrateur goedkeur. Alle rente verkry uit sodanige beleggings, val aan die Fonds toe.

(5) Die Komitee moet ten volle en op 'n juiste manier laat boekhou van die rekenings van die Fonds, en sodanige rekenings moet jaarliks geouditeer word deur 'n openbare rekenmeester wat deur die Raad aangestel is.

(6) Die Komitee moet jaarliks en wel voor of op 30 Junie state wat geouditeer is deur 'n openbare rekenmeester wat die Raad aangestel het en wat mede-onderteken is deur die Voorsitter van die Komitee, aan die Raad voorlê, en sodanige state moet die volgende toon:

(a) Die inkomste en uitgawe van die Fonds gedurende die 12 maande geëindig 31 Oktober van die vorige jaar;

(b) Die bates en laste van die Fonds aan die einde van genoemde tydperk.

(7) Die gesertifiseerde en geouditeerde state in subklousule (6) hierbo bedoel, moet daarna op die kantoor van die Raad ter insae lê, en kopieë daarvan moet binne nege maande na die sluiting van die tydperk waarop dit betrekking het, aan die Direkteur-generaal: Mannekragbenutting voorgelê word.

(8) Indien die bedrag in die krediet van die Fonds te eniger tyd daal benede die gemiddelde bedrag van die eise wat gedurende die onmiddellik voorafgaande drie maande

benefits shall be suspended and shall not recommence until the amount standing to the credit of the Fund has reached a figure in excess of the aggregate of claims for the four months prior to the suspension of benefits: Provided that upon payment of benefits being resumed, claims made during that period shall be met in the order in which they were received.

12. PAYMENT OF ACCOUNTS

(1) (a) Approved accounts, excluding those referred to in clause 13, shall be paid in full by the Fund at preferential tariff to the person or institution rendering the service and the Fund shall have the right to recover from the member the portion due by him. The portion payable by the member in terms of the rules shall be payable by him to the Fund at the same time the claim for benefits is lodged by the member.

(b) The amount paid by the Fund on behalf of a member in excess of that to which he is entitled in terms of the rules, shall be a debt due by the member to the Fund.

(c) The Fund shall not be liable for the payment of any further claims submitted by a member who has failed to liquidate any debt due by him under paragraphs (a) and (b) hereof in respect of any claim previously paid by the Fund.

(2) (a) In the event of a member who fails to liquidate the debt, referred to in subclause (1) hereof and in the manner set out in the said subclause, the Fund shall recover from the member concerned that portion due by him by means of a deduction by his employer, from weekly wages due. The amount so deducted shall be paid over by the employer to the Council within seven days after the date of deduction.

(b) The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

(3) The Fund shall not be liable for the payment of any accounts which have not been submitted in the manner set out hereunder:

Application for payment of any claim in respect of medical services, shall be made in such manner as the Management Committee may prescribe from time to time: Provided that all claims shall be made within three months after the date of service and such application shall be accompanied by the following documents:

- (a) Contribution card;
- (b) membership card;
- (c) detailed account for medical services rendered;
- (d) prescription or certified copy thereof;
- (e) such other documents as the Management Committee may require.

The Fund shall be absolved from any liability whatsoever resulting from the loss, in transit, of such documents submitted by post.

(4) Notwithstanding anything contained in this clause to the contrary, the Fund shall in no manner be liable for any debts, expenses, liabilities and/or commitments incurred or contracted by members and/or their dependants and/or other persons in respect of medical services unless the provisions of the Agreement or the rules have been completely observed and properly complied with in every respect:

(5) Accounts for medical treatment shall contain the following details:

- (a) Name of patient;
- (b) nature of illness;
- (c) dates and number of visits;
- (d) nature of injections, if any, and cost of material used;
- (e) details of any other treatment or procedure.

(6) Accounts for medical treatment shall be signed by the member.

13. EXCLUDED BENEFITS

Notwithstanding anything to the contrary contained in this Agreement and the rules, the Fund shall not be liable for any expenses incurred by a member and/or any of his dependants in connection with or in respect of—

(1) medical, hospital, nursing home or any other services or material which has been rendered or supplied without cost to the member;

(2) cost incurred for treatment required arising from an injury sustained in an accident by a member or a dependant of a member whilst driving or being driven in or on a motor vehicle, cycle, motor cycle or aeroplane;

betaal is, moet betaling van bystand opgeskort word en mag dit nie hervat word nie voordat die bedrag in die krediet van die Fonds meer is as die gemiddelde van die eise vir die vier maande voor die opskorting van bystand: Met dien verstande dat, wanneer betaling van bystand hervat word, eise wat gedurende sodanige tydperk ingedien is, betaal moet word in die volgorde waarin hulle ontvang is.

12. BETALING VAN REKENINGS

(1) (a) Goedgekeurde rekenings, uitgesonderd dié bedoel in klousule 13, moet ten volle deur die Fonds teen die voorkeurtarief betaal word aan die persoon of inrigting wat die diens gelewer het, en die Fonds het die reg om die gedeelte verskuldig deur die lid, op hom te verhaal. Die gedeelte wat ingevolge die reëls deur die lid betaalbaar is, moet deur hom aan die Fonds betaal word wanneer hy die eis vir bystand indien.

(b) Die bedrag wat die Fonds namens 'n lid meer betaal as die bedrag waarop hy kragtens die reëls geregtig is, is 'n skuld wat deur die lid aan die Fonds verskuldig is.

(c) Die Fonds is nie aanspreeklik nie vir die betaling van verdere eise ingedien deur 'n lid wat versuim het om enige skuld deur hom verskuldig ingevolge paragrawe (a) en (b) hiervan ten opsigte van 'n eis wat voorheen deur die Fonds betaal is, te likvideer.

(2) (a) In die geval van 'n lid wat versuim om die skuld wat in subklousule (1) hiervan bedoel word, te betaal op die manier in genoemde subklousule gemeld, moet die Fonds daardie gedeelte wat deur die lid verskuldig is, op hom verhaal deur middel van 'n aftrekking, deur sy werkgever, van die weekloon wat aan hom verskuldig is. Die bedrag aldus afgetrek, moet deur die werkgever aan die Raad betaal word binne sewe dae na die datum van aftrekking.

(b) Die Bestuurskomitee kan ook goedkeuring heg aan enige ander reëling wat die lid voorlê in verband met die likwidering van die skuld.

(3) Die Fonds is nie aanspreeklik vir die betaling van rekenings wat nie op onderstaande wyse voorgelê is nie:

Aansoek om betaling van 'n eis ten opsigte van mediese dienste moet gedoen word op dié manier wat die Bestuurskomitee van tyd tot tyd voorskryf: Met dien verstande dat alle eise ingedien moet word binne drie maande na die datum waarop die diens gelewer is, en sodanige aansoek moet vergesel gaan van die volgende dokumente:

- (a) Bydraekaart;
- (b) lidmaatskapkaart;
- (c) gedetailleerde rekening van die mediese dienste gelewer;
- (d) die voorskrif of 'n gesertifiseerde afskrif daarvan;
- (e) dié ander dokument wat die Bestuurskomitee vereis.

Die Fonds is onthef van alle aanspreeklikheid, van watter aard ook al, as gevolg van die verlies onderweg van sodanige dokumente wat deur die pos gestuur word.

(4) Ondanks andersluidende bepalinge in hierdie klousule, is die Fonds hoegenaamd nie aanspreeklik vir enige skulde, uitgawes, aanspreeklikhede en/of verbintenisse aangegaan deur lede en/of hul afhanklikes en/of ander persone ten opsigte van mediese dienste nie, tensy die bepalinge van die Ooreenkoms of die reëls volkome en in alle opsigte in ag geneem en behoorlik nagekom is.

(5) Rekenings vir mediese behandeling moet die volgende besonderhede bevat:

- (a) Die naam van die pasiënt;
- (b) die aard van die siekte;
- (c) die datums van en getal besoeke;
- (d) die aard van die inspuitings, as daar was, en die koste van die stof wat gebruik is;
- (e) besonderhede van enige ander behandeling of procedure.

(6) Rekenings vir mediese behandeling moet deur die lid onderteken word.

13. BYSTAND WAT UITGESLUIT IS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms en die reëls, is die Fonds nie aanspreeklik nie vir uitgawes wat 'n lid en/of enigeen van sy afhanklikes aangegaan het in verband met of ten opsigte van—

(1) mediese, hospitaal-, verpleeginrigtings- of ander dienste of materiaal wat sonder koste vir die lid gelewer of verskaf is;

(2) koste aangegaan vir behandeling wat nodig is as gevolg van 'n besering opgedoen in 'n ongeluk deur 'n lid of 'n afhanklike van 'n lid terwyl hy 'n motorvoertuig, fiets, motorfiets of vliegtuig bestuur het of daarin vervoer is;

(3) cost incurred for treatment required arising from injury sustained by a member or dependant of a member and for which a third party may be liable unless the Committee is satisfied that there is no reasonable prospect of the member or dependant recovering adequate damages from the third party;

(4) cost incurred for treatment arising from previous employment or during service with the armed forces in peace or war, or for any ailment or condition for which a disability allowance or pension has been awarded;

(5) assaults resulting from deliberate provocation or from any disturbance of the peace by any person or persons, or war, invasion, act of foreign enemy, hostility, mutiny, rebellion, revolution, conspiracy, sabotage or military power;

(6) travelling expenses and/or conveyance;

(7) cost incurred for treatment of an illness or injury sustained by a member or dependant of a member where, in the opinion of the Committee, such illness or injury is directly attributable to irregular or immoral habits, failure to carry out instructions of a medical practitioner or a specialist or to gross negligence;

(8) cost incurred for treatment which is the responsibility of the Workmen's Compensation Commissioner or any other body;

(9) cost incurred in respect of recuperative purposes;

(10) the cost of operations, treatment or appliances which are not essential but are performed or supplied in accordance with the patient's wishes including all plastic surgery of an elective or cosmetic nature;

(11) cost of specialists' services unless the member or his dependant was referred to the specialist by a general practitioner;

(12) cost of medicines which have not been prescribed and/or supplied by a medical practitioner, dentist, hospital or nursing home;

(13) suicide, or attempted suicide, intentional self-injury or injury sustained while performing an unlawful act;

(14) injuries resulting from participation in any professional sport, mountaineering or aeronautics;

(15) the influence of intoxicating liquor, alcohol or drugs;

(16) inoculations, X-rays, examinations or investigations which can be obtained by any member of the public free of charge from the State or local health authority;

(17) cost incurred in excess of any tariff of fees or preferential tariff approved by the Management Committee from time to time.

14. INDEMNITY

The members of the Council and the Management Committee and the employees of the Council shall not be liable for any 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.

15. EXPIRATION OF THE AGREEMENT

(1) Upon the expiration of this Agreement or any extension thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within two years from the expiration of this Agreement or any extension thereof, or the Fund not being transferred within such period to any other fund constituted for the same purpose as that for which the Fund was established, the Fund shall be liquidated by the Management Committee in terms of clause 16. The Fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Management Committee.

(2) In the event of the dissolution of the Council or in the event of its 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 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. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to

(3) koste aangegaan vir behandeling wat nodig is as gevolg van 'n besering opgedoen deur 'n lid of 'n afhanklike van 'n lid en waarvoor 'n derde party aanspreeklik mag wees, tensy die Komitee daarvan oortuig is dat daar geen redelike vooruitsig bestaan dat die lid of afhanklike toereikende skadevergoeding op die derde party kan verhaal nie;

(4) koste aangegaan vir behandeling as gevolg van vorige diens of gedurende diens in die gewapende magte in vredes- of oorlogstyd, of vir 'n ongesteldheid of toestand waarvoor 'n ongeskiktheidstoelae of pensioen toegeken is;

(5) aanrandings as gevolg van voorbedagte uitarting of as gevolg van 'n verstoring van die vrede deur 'n persoon of persone, of oorlog, inval, optrede van 'n buitelandse vyand, vyandelikheid, muitery, rebellie, revolusie, same-swering, sabotasie of militêre mag;

(6) uitgawes aan reise en/of vervoer;

(7) koste aangegaan vir die behandeling van 'n siekte of besering opgedoen deur 'n lid of 'n afhanklike van 'n lid waar, na die mening van die Komitee, sodanige siekte of besering regstreeks toegeskryf kan word aan onreëlmatige of onsedelike gewoontes, versuim om die opdragte van 'n mediese praktisyn of 'n spesialis uit te voer of as gevolg van growwe nalatigheid;

(8) koste aangegaan vir behandeling wat die aanspreeklikheid van die Ongevallekommissaris of 'n ander liggaam is;

(9) koste aangegaan vir herstellingsdoeleindes;

(10) die koste van operasies, behandeling of toestelle wat nie noodsaaklik is nie maar wat uitgevoer of verskaf word ooreenkomstig die begeerte van die pasiënt, met inbegrip van alle plastiese chirurgie wat verkies word of skoonheid bevordert;

(11) die koste van spesialisdiens, tensy die lid of sy afhanklike deur 'n algemene praktisyn na die spesialis verwys is;

(12) die koste van medisyne wat nie deur 'n mediese praktisyn, tandarts, hospitaal of verpleeginrigting voorgeskryf en/of verskaf is nie;

(13) selfmoord of gepoogde selfmoord, opsetlike besering of besering opgedoen by die pleging van 'n onwetlike daad;

(14) beserings as gevolg van deelname aan professionele sport, bergklim of die vliegkuns;

(15) die invloed van bedwelkende drank, alkohol of dwelmiddels;

(16) inentings, X-strale of ondersoeke wat enige lid van die publiek gratis van die Staat of 'n plaaslike gesondheidsowerheid kan verkry;

(17) koste wat meer beloop as 'n geldetarief of voorkeurtarief wat deur die Bestuurskomitee van tyd tot tyd goedgekeur is.

14. VRYWARING

Die lede van die Raad en die Bestuurskomitee en die werknemers van die Raad is nie vir skulde en laste van die Fonds aanspreeklik nie en hulle 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 aangaan.

15. VERSTRYKING VAN OOREENKOMS

(1) By die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan, en ingeval geen latere ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan aangegaan word nie, of ingeval die Fonds nie binne sodanige tydperk oorgedra word nie na 'n ander fonds wat vir dieselfde doel in die lewe geroep is as dié waarvoor die Fonds gestig is, moet die Bestuurskomitee die Fonds ooreenkomstig klousule 16 likwideer. Die Fonds moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl dit na 'n ander fonds soos hierbo bepaal, oorgedra of by 'n latere ooreenkoms voortgesit word, deur die Bestuurskomitee geadministreer word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk wat hierdie Ooreenkoms bindend is ingevolge artikel 34 (2) van die Wet, moet die Fonds nog geadministreer word deur die Bestuurskomitee wat dan aan die bewind is. 'n Vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit die werkgewers of die werknemers, na gelang van die geval, ten einde te verseker dat die getal werkgewers- en werknemers-vertegenwoordigers in die Komitee ewe veel is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee besit al die bevoegdhede van

carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes. If there is no Council in existence upon the expiration of this Agreement the Fund shall be liquidated in terms of clause 16 of this Agreement by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

16. LIQUIDATION OF THE FUND

Upon the liquidation of the Fund in terms of clause 15 and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall 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 if there is no Council in existence—

(a) one quarter shall be paid to the employers' organisation/s represented on the Council at the date of its dissolution or the expiration of the Agreement, whichever is the earlier, in proportion to the number of members in good standing in terms of the Act in each such organisation as at the date of liquidation; and

(b) one quarter shall be paid to the trade unions represented on the Council as at the date of its dissolution or the expiration of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the members in good standing of each trade union as at the date of liquidation; the expression "members in good standing" being limited to those members who were covered by this Agreement;

(c) the balance shall be disposed of in terms of the provisions of section 34 (4) (c) of the Industrial Conciliation Act, 1956.

17. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises as may be necessary to institute and complete such enquiries, to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed. When exercising the powers conferred upon him by this clause, an agent may be accompanied by an interpreter.

18. EXEMPTIONS

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

(2) Application for exemption shall be made to the Secretary of the Council.

(3) The Council or Management Committee shall fix the conditions subject to which such exemption shall be granted, and may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw exemption.

19. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in a conspicuous place upon his premises, a copy of this Agreement in legible characters in both official languages of the Republic.

Signed at Cape Town this Eight day of April 1980 on behalf of the parties to the Council.

D. F. D. ALLAN, Chairman.

G. DAVIDS, Vice-Chairman.

J. J. KITSHOFF, Secretary.

No. R. 1281

27 June 1980

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.— AMENDMENT OF AGREEMENT FOR THE BOLAND

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 1 July 1980 and

die Komitee vir sodanige doel. Indien daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Fonds ingevolge kousule 16 van hierdie Ooreenkoms gelikwider word deur die Komitee wat dan aan die bewind is of deur die trustee of trustees wat deur die Nywerheidsregistrator aangestel is.

16. LIKWIDERING VAN DIE FONDS

By die likwidering van die Fonds ingevolge kousule 15 en nadat alle krediteure, administrasie- en likwidasielaste betaal is, moet die geld wat in die krediet van die Fonds staan, betaal word aan die algemene fondse van die Raad vir gebruik vir 'n soortgelyke doel as dié waarvoor die oorspronklike Fonds gestig is, of as daar geen Raad bestaan nie—

(a) moet een kwart betaal word aan die werkgewersorganisasie/s wat in die Raad verteenwoordig is op die datum waarop dit ontbind word of waarop die Ooreenkoms verstryk, nl. die jongste datum, en dit moet eweredig verdeel word volgens die getal volwaardige lede, ingevolge die Wet, in elke sodanige organisasie op die datum van likwidering; en

(b) moet een kwart betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van die ontbinding van die Raad of op die datum van verstryking van die Ooreenkoms, nl. die jongste datum, en dit moet onder sodanige vakverenigings eweredig verdeel word volgens die getal volwaardige lede van elke vakvereniging op die datum van likwidering; die uitdrukking "volwaardige lede" word beperk tot dié lede wat deur hierdie Ooreenkoms gedek word;

(c) moet daar ooreenkomstig artikel 34 (4) (c) van die Wet op Nywerheidsversoening, 1956, oor die saldo beskik word.

17. AGENTE

Die Raad kan een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en werknemer om sodanige persone toe te laat om dié persele te betree wat nodig is ten einde dié navrae in te stel en af te handel, dié boek, dokument, loonstate, tydstate en betaal-kartjies te ondersoek en dié individue te ondervra en al dié dinge te doen wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word. Wanneer 'n agent die bevoegdhede uitoefen wat by hierdie kousule aan hom verleen word, kan hy vergesel wees van 'n tolk.

18. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling van enige van of al die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad gedoen word.

(3) Die Raad of Bestuurskomitee moet die voorwaardes vastel waarop sodanige vrystelling verleen word en kan, as hy dit dienstig ag en nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystelling intrek.

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms, in albei amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye by die Raad op hede die 8ste dag van April 1980 te Kaapstad onderteken.

D. F. D. ALLAN, Voorsitter.

G. DAVIDS, Ondervoorsitter.

J. J. KITSHOFF, Sekretaris.

No. R. 1281

27 Junie 1980

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.— WYSIGING VAN OOREENKOMS VIR DIE BOLAND

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 1 Julie 1980 en vir die tydperk wat op 31 Oktober

for the period ending 31 October 1981, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 4 (2), shall be binding, with effect from 1 July 1980 and for the period ending 31 October 1981, 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 Amending 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 Amending Agreement and with effect from 1 July 1980 and for the period ending 31 October 1981, the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 4 (2), shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)

AGREEMENT

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

Boland Master Builders' Association

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

being the parties to the Industrial Council for the Building Industry (Western Province),

to amend the Agreement published under Government Notice R. 2245 of 28 October 1977, as amended by Government Notices R. 2586 of 23 December 1977, R. 684 of 30 March 1979 and R. 1998 of 7 September 1979.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg] and Strand.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

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

(b) apply to trainees under the Training of Artisans Act, 1951, only in so far as they are not inconsistent with any regulations made or any conditions fixed under that Act.

1981 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 4 (2), met ingang van 1 Julie 1980 en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir alle ander werkgewers en werknemers as die 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 die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 4 (2), met ingang van 1 Julie 1980 en vir die tydperk wat op 31 Oktober 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)

OOREENKOMS

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

Boland Master Builders' Association

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

(wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2245 van 28 Oktober 1977, soos gewysig by Goewermentskennisgewings R. 2586 van 23 Desember 1977, R. 684 van 30 Maart 1979 en R. 1998 van 7 September 1979, te wysig.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd enige gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskennisgewing 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het] en Strand.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of 'n kontrak aangegaan of voorwaardes voorgeskryf ingevolge daardie Wet;

(b) van toepassing op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie onbestaanbaar is nie met regulasies gemaak of voorwaardes voorgeskryf ingevolge daardie Wet.

2. CLAUSE 16.—WAGES

Substitute the following for subclause (1):

"(1) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at rates lower than the following:

	Per hour R
(a) Employees engaged on unskilled work.....	0,67
(b) Operator of a hoist.....	0,73
(c) Operator of a power-driven crane.....	0,77
(d) Operator of a floor sandpapering machine.....	0,77
Employees engaged in the polishing of stones and terrazzo.....	0,77
(e) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting:	
Learners, during first year of learnership.....	0,74
Learners, during second year of learnership....	0,81
Thereafter.....	0,96
(f) Employees engaged on putty glazing:	
Learners, during first year of learnership.....	0,75
Learners, during second year of learnership....	0,81
Thereafter.....	1,04
(g) Employees engaged on roof tiling and roof slating:	
Learners, during first year of learnership.....	0,80
Learners, during second year of learnership....	0,95
Thereafter.....	1,08
(h) Employees engaged on ceiling fixing:	
Learners, during first year of learnership.....	1,04
Learners, during second year of learnership....	1,22
Thereafter, at the rate prescribed in paragraph (1) of this subclause.	
(i) Employees engaged in the fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood.....	1,22
Provided that for every five or less employees engaged on the said work, at least one shall be paid not less than the wages prescribed in paragraph (1) of this subclause.	
(j) Operatives.....	1,01
(k) Employees engaged in the painting trade.....	1,86
(l) Employees engaged in all other trades (excluding apprentices and trainees).....	2,04
	Per week R
(m) Drivers of motor vehicles of a pay-load of six tons and over.....	43,33
Drivers of motor vehicles of a pay-load of three to six tons.....	36,87
Drivers of all other motor vehicles.....	31,95
(n) Watchmen.....	28,89".

3. CLAUSE 21.—TOOL INSURANCE FUND

In subclause (1) (a) and (1) (d), substitute the words "two cents" for the words "one cent".

4. CLAUSE 29.—HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

(1) In subclause (1), substitute the following for paragraph (b):

"(b) *Stabilisation Fund.*—In addition to the Holiday Fund allowance payable in terms of paragraph (a) and any other remuneration payable in terms of this Agreement, an employer shall pay to each of his employees, for whom wages are prescribed in clause 16 (1) (h), (k) and (l) (excluding learners), in respect of every hour worked by such employee an allowance of four cents which shall cover his contribution to the Fund referred to in subclause (4) (a)."

(2) In subclause (4), substitute the following for paragraph (c):

"(c) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Stabilisation Fund, the amount in respect of current year trade union subscriptions outstanding and owing by such employee who is a member of any of the trade unions which are parties to this Agreement and the amounts so deducted shall be paid over by the Council to the trade union concerned."

Signed at Cape Town this 8th day of April 1980 on behalf of all the parties to the Council.

D. F. D. ALLAN, Chairman.

G. DAVIDS, Vice-Chairman.

J. J. KITSHOFF, Secretary.

2. KLOUSULE 16.—LONE

Vervang subklousule (1) deur die volgende:

"(1) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Per uur R
(a) Werknemers wat ongeskoolde werk verrig.....	0,67
(b) Bediener van 'n hystoestel.....	0,73
(c) Bediener van 'n kragaangedrewe hyskraan.....	0,77
(d) Bediener van 'n vloerskuurmasjien.....	0,77
Werknemers wat klippe en terrasso poleer.....	0,77
(e) Werknemers wat bitumineuse werk doen en/of asfalt en beplating lê:	
Leerlinge, gedurende eerste jaar as leerling....	0,74
Leerlinge, gedurende tweede jaar as leerling....	0,81
Daarna.....	0,96
(f) Werknemers wat ruite met stopverf insit:	
Leerlinge, gedurende eerste jaar as leerling....	0,75
Leerlinge, gedurende tweede jaar as leerling....	0,81
Daarna.....	1,04
(g) Werknemers wat pan- en leidekking doen:	
Leerlinge, gedurende eerste jaar as leerling....	0,80
Leerlinge, gedurende tweede jaar as leerling....	0,95
Daarna.....	1,08
(h) Werknemers wat plafonne aanbring:	
Leerlinge, gedurende eerste jaar as leerling....	1,04
Leerlinge, gedurende tweede jaar as leerling....	1,22
Daarna teen die tarief voorgeskryf in paragraaf (1) van hierdie subklousule.	
(i) Werknemers wat geriffelde asbesplate aanbring aan alle tipes geboue of bouwerke, hetsy van hout of staal.....	1,22
Met dien verstande dat vir elke vyf of minder werknemers wat genoemde werk verrig, aan ten minste een minstens die lone in paragraaf (1) van hierdie subklousule voorgeskryf, betaal moet word.	
(j) Werksmanne.....	1,01
(k) Werknemers in die verfambag.....	1,86
(l) Werknemers in alle ander ambagte (uitgesonderd vakleerlinge en kwekelinge).....	2,04
	Per week R
(m) Drywers van motorvoertuie met 'n loonvrag van ses ton en meer.....	43,33
Drywers van motorvoertuie met 'n loonvrag van drie tot ses ton.....	36,87
Drywers van alle ander motorvoertuie.....	31,95
(n) Wagte.....	28,89".

3. KLOUSULE 21.—GEREEDSKAPVERSEKERINGSFONDS

In klousule (1) (a) en (1) (d) vervang die woorde "een sent" deur die woorde "twee sent".

4. KLOUSULE 29.—VAKANSIEFONDS, VERLOF-BETALING EN STABILISASIEFONDS

(1) In subklousule (1), vervang paragraaf (b) deur die volgende:

"(b) *Stabilisasiefonds.*—Benewens die Vakansiefondstoelae betaalbaar ingevolge paragraaf (a) en enige ander besoldiging betaalbaar ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan elk van sy werknemers vir wie lone in klousule 16 (1) (h), (k) en (l) (uitgesonderd leerlinge) voorgeskryf is, ten opsigte van elke uur deur sodanige werknemer gewerk, 'n toelae van vier sent betaal wat voorsiening maak vir sy bydrae tot die Fonds in subklousule (4) (a) bedoel."

(2) In subklousule (4), vervang paragraaf (c) deur die volgende:

"(c) Die Raad is geregtig om enige uitstaande bedrae ten opsigte van vakverenigingledegeld vir die huidige jaar wat verskuldig is deur 'n werknemer wat 'n lid is van enige van die vakverenigings wat partye by hierdie Ooreenkoms is, af te trek van die bedrag in sodanige werknemer se krediet in die Stabilisasiefonds, en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakvereniging oorbetal word."

Namens al die partye by die Raad op hede die 8ste dag van April 1980 te Kaapstad onderteken.

D. F. D. ALLAN, Voorsitter.

G. DAVIDS, Ondervoorsitter.

J. J. KITSHOFF, Sekretaris.

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