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Republic of South Africa



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16 SEPTEMBER 1966.

[No. 1535.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN DIE EERSTE MINISTER.

No. R. 1369.] [16 September 1966.

WYSIGING VAN DIE AMPTELIKE VOORRANGS-LYS VAN DIE REPUBLIEK VAN SUID-AFRIKA.

Hierby word bekendgemaak dat dit die Staatspresident behaag het om goed te keur dat die amptelike voorrangsllys gewysig word deur aan die end van rubriek 17 die volgende subrubriek by te voeg:—

„(c) Die Adjunk-president van die Senaat en die Adjunk-speaker van die Volksraad.”

DEPARTEMENT VAN DOEANE EN AKSYNS.

No. R. 1361.] [16 September 1966.

DOEANE-EN-AKSYNSWET, 1964.—WYSIGING VAN BYLAE NO. 1 (NO. 1/49).

Ek, THEOPHILUS EBENHAZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane-en-Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangevoer.

T. E. DÖNGES,
Minister van Finansies.

GOVERNMENT NOTICES.

DEPARTMENT OF THE PRIME MINISTER.

No. R. 1369.] [16 September 1966.

AMENDMENT OF THE OFFICIAL TABLE OF PRECEDENCE OF THE REPUBLIC OF SOUTH AFRICA.

It is hereby notified that the State President has been pleased to approve of the amendment of the official table of precedence by the addition at the end of rubric 17 of the following sub-rubric:—

“(c) The Deputy-President of the Senate and the Deputy-Speaker of the House of Assembly.”

DEPARTMENT OF CUSTOMS AND EXCISE.

No. R. 1361.] [16 September 1966.

CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE NO. 1 (NO. 1/49).

I, THEOPHILUS EBENHAZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,
Minister of Finance.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
28.44 Deur subpos No. 28.44.20 deur die volgende te vervang:				
” 28.44.20 Sianate	lb.	10%		
” 28.44.30 Tiosianate (sulfosianiede):	lb.	vry		
.10 Kalium	lb.	vry ”		
.20 Ander	lb.	vry ”		

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
28.44 By the substitution for subheading No. 28.44.20 of the following: " 28.44.20 Cyanates 28.44.30 Thiocyanates (sulphocyanides): .10 Potassium .20 Other	lb.	10%		
	lb.	free		
	lb.	free "		

NOTE.—Provision, free of duty, is made for thiocyanates (sulphocyanides).

No. R. 1362.] [16 September 1966.
DOEANE-EN-AKSYNSWET, 1964.—WYSIGING VAN BYLAE No. 1 (No. 1/50).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane-en-Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,
Minister van Finansies.

No. R. 1362.] [16 September 1966.
CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE No. 1 (No. 1/50).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,
Minister of Finance.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
45.03 Deur na subpos No. 45.03.20 die volgende in te voeg: ,, 45.03.30 Washers	lb.	vry "		

OPMERKING.—Spesifieke voorsiening, vry van reg, word gemaak vir washers van natuurlike kurk.

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
45.03 By the insertion after subheading No. 45.03.20 of the following: " 45.03.30 Washers	lb.	free "		

NOTE.—Specific provision, free of duty, is made for washers of natural cork.

DEPARTEMENT VAN SPOORWEË, HAWENS EN LUGDIENS.

No. R. 1373.] [16 September 1966.
KENNISGEWING INSAKE VERBETERINGS.

Goewermentskennisgewing No. R. 1222 wat 'n wysiging in die S.A.S. en H. se Tenderraadregulasies en -instruksies bevat en in *Buitengewone Staatskoerant* No. 1510, gedateer 12 Augustus 1966 gepubliseer is, word hierby verbeter deur in die Engelse lesing van die nuwe instruksie No. 102 die woord „offices“ deur die woord „officers“ te

DEPARTMENT OF RAILWAYS, HARBOURS AND AIRWAYS.

No. R. 1373.] [16 September 1966.
CORRECTION NOTICE.

Government Notice No. R. 1222 embodying an amendment to the S.A.R. and H. Tender Board Regulations and Instructions, as published in *Government Gazette Extraordinary* No. 1510, dated 12th August, 1966, is hereby corrected by the substitution, in the new instruction No. 102, for the word "offices" of the word "officers".

DEPARTEMENT VAN LANDBOUKREDIET EN GRONDBESIT.

No. R. 1382.]

[16 September 1966.

Ek, DIRK CORNELIS HERMANUS UYS, Minister van Lanboukrediet en Grondbesit, handelende kragtens artikel 10 (1) van die Opmetingswet, 1927 (Wet No. 9 van 1927), skryf hierby die gelde wat in die Aanhangsel hiervan vervat is voor as gelde wat, in die omstandighede in genoemde Aanhangsel beskrywe, gevorder moet word vir die handelinge of sake, soos in genoemde Aanhangsel ten opsigte van elke bedrag of tarief beskrywe, wat in verband met die kantoor van 'n Landmeter-generaal verrig moet of kan word. Die gelde is op en na 1 Oktober 1966 betaalbaar en vervang van daardie datum af die skaal van gelde afgekondig by Goewermentskennisgewing No. 254 van 21 Februarie 1958.

AANHANGSEL.

SKAAL VAN GELDE WAT IN DIE KANTORE VAN DIE LANDMETERS-GENERAAL VAN TOEPASING IS.

Ondersoek van kaarte.

1. (a) Vir die ondersoek en goedkeuring, of sertifisering van 'n kaart, ongeag of dit toelaatbaar is om slegs een eksemplaar daarvan in te dien al dan nie: R6.

L.W.—Die bedrag hierbo voorgeskryf, dek die verskaffing deur die Landmeter-generaal, in die voorgeskrewe omstandighede, van die bykomende eksemplare van die kaart wat vir registrasie nodig is, en alle dienste in verband met of behorende tot sodanige registrasie wat nie elders in hierdie tarief omskryf word nie, met dien verstande dat indien daar nie slegs een eksemplaar van die kaart, of alle eksemplare wat vir registrasie vereis word nie gelyktydig ingedien word nie, die bedrag wat in subparagraaf (b) voorgeskryf word van toepassing is.

(b) Vir die vergelyking en sertifisering van 'n eksemplaar van 'n goedgekeurde kaart, uitgesonderd die bykomende eksemplare in subparagraaf (a) genoem, en vir die goedkeuring of sertifisering van eksemplare bykomend tot dié wat vir registrasie vereis word, per eksemplaar: R1.

Ondersoek van algemene planne.

2. Vir die ondersoek van 'n algemene plan, insluitende die bykomende eksemplare daarvan wat by wet of regulasie vereis word, per erf, perseel, hoeve, onderverdeling of gedeelte daarop aangetoon: R2.50, met dien verstande dat—

- (i) al sodanige eksemplare gelyktydig vir ondersoek ingedien word;
- (ii) indien sodanige eksemplare van dieselfde manuskrip voorberei was, bogenoemde bedrag tot R2 verminder word.

Endossemente.

3. (a) Vir die endossering van 'n algemene plan betrekende wysigings kragtens artikel 30 van die Opmetingswet, 1927—

Vir die eerste endossement: R2.

Vir elke ekstra endossement wat gelyktydig aangebring word: R0.50.

(b) Vir die aanbring van kleiner wysigings, byvoegings of endossemente op 'n kaart of algemene plan, ná goedkeuring: R0.50.

L.W.—Vir die doel van hierdie paragraaf sluit 'n kaart of algemene plan die aantal eksemplare van so 'n dokument in wat vir registrasie nodig is.

Terugtrekking en goedkeuring van kaarte „vir goedkeuring aangeneem”.

4. Vir die terugtrekking of goedkeuring van 'n kaart „vir goedkeuring aangeneem” kragtens regulasie 81 van die Opmetingsregulasies afgekondig by Goewermentskennisgewing No. 1997 van 23 November 1928 (voordat hierdie regulasie gewysig is by Goewermentskennisgewing No. 326

DEPARTMENT OF AGRICULTURAL CREDIT AND LAND TENURE.

No. R. 1382.]

[16 September 1966

I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Credit and Land Tenure, acting in terms of section 10 (1) of the Land Survey Act, 1927 (Act No. 9 of 1927), hereby prescribe the fees set out in the Annexure hereto as the fees which, in the circumstances described in the said Annexure, shall be charged for the acts or matters, described in the said Annexure in respect of each amount or tariff, which shall or may be performed in or in connection with a Surveyor-General's Office. The fees are payable on and after the 1st October, 1966, and from that date replace the scale of fees promulgated by Government Notice No. 254 of 21st February, 1958.

ANNEXURE.

SCALE OF FEES TO BE CHARGED IN THE OFFICES OF THE SURVEYORS-GENERAL.

Examination of Diagrams.

1. (a) For the examination and approval, or certification, of a diagram, whether permitted to be lodged in single or not: R6.

N.B.—The fee prescribed above covers the supply by the Surveyor-General, in the prescribed circumstances of the additional copies of the diagram required for registration, and all services in connection with or incidental to such registration which are not specified elsewhere in this tariff, provided that if the diagram is not submitted in single or all copies required for registration are not lodged simultaneously, the fee prescribed in sub-paragraph (b) shall apply.

(b) For comparing and certifying a copy of an approved diagram, other than the additional copies referred to in sub-paragraph (a), and for approving or certifying copies additional to those required for registration, per copy: R1.

Examination of General Plans.

2. For the examination of a general plan, including such additional copies thereof as may be prescribed by law or regulation, per erf, lot, holding, subdivision, or portion shown thereon: R2.50, provided that—

(i) all such copies shall be lodged simultaneously for examination;

(ii) if such copies have been processed from the same manuscript, the above fees shall be reduced to R2.

Endorsements.

3. (a) For endorsing a general plan relative to amendments in terms of section 30 of the Land Survey Act, 1927—

For the first endorsement: R2.

For each additional endorsement made at the same time: R0.50.

(b) For effecting minor amendments, additions, or endorsements to a diagram or general plan after approval R0.50.

N.B.—For the purpose of this paragraph a diagram or general plan includes the number of copies of such document necessary for registration.

Withdrawal and Approval of Diagrams “Accepted for Approval”.

4. For withdrawing or approving a diagram “accepted for approval” in terms of Regulation 81 of the Land Survey Regulations promulgated by Government Notice No. 1997 of the 23rd November 1928 before amendment

Handvervaardigde kaarte en algemene planne en gewaarmerkte kopieë daarvan.

5. (a) Vir die verskaffing van 'n handvervaardigde kaart, of 'n handvervaardigde kopie van 'n kaart, per kopie: R3.

(b) Vir die verskaffing van 'n handvervaardigde gewaarmerkte kopie van 'n algemene plan, per vel: R6.

L.W.—(i) Indien verlang dat gemonteerde papier gebruik moet word vir die vervaardiging van 'n algemene plan, word die bedrag voorgeskryf in subparagraaf (b) met R2 per vel verhoog.

(ii) Die bedrag voorgeskryf in subparagraaf (a) is slegs ten opsigte van die opstel van die kaart. Ekstra gelde is betaalbaar ingevolge subparagraaf (a) van paragraaf 1 vir die ondersoek en goedkeuring, of sertifisering, van 'n kaart opgestel kragtens artikel 39 van die Opmetingswet, 1927, en ooreenkomstig paragraaf 9 vir die berekening van gegewens wat nodig mag gewees het.

(iii) In geval van 'n eksemplaar van 'n kaart of algemene plan wat volgens die mening van die Landmeter-generaal van ingewikkelde aard is, is die bedrag betaalbaar wat in paragraaf 9 voorgeskryf word.

Sertifikaat van Resterende Gedeelte.

6. Vir die verskaffing van 'n Sertifikaat van Resterende Gedeelte—

Vir elke uur of gedeelte daarvan wat die vervaardiging van sodanige sertifikaat in beslag geneem het: R1.50, met 'n minimum vordering van R3.

Afdrukke, ens. en sertifisering daarvan.

7. (a) Vir die verskaffing van papierafdrukke, per afdruk vir elke 5 vierkante voet of gedeelte daarvan: R0.50.

(b) Vir die verskaffing van filmnegatiewe, per negatief: R1.

(c) Vir die verskaffing van transparante vir elke 5 vierkante voet of gedeelte daarvan: R1.50.

(d) Vir die sertifisering van afdrukke wat kragtens subparagraaf (a) verskaf word, per eksemplaar: R0.50.

Nasporings.

8. Vir elke nasporing in 'n Landmeter-generaal se kantoor—

Vir elke halfuur of gedeelte daarvan: R0.50.

L.W.—Die volgende is, behoudens voorwaardes wat die Landmeter-generaal kan voorskryf, vrygestel van die betaling van geld vir nasporings deur hulself uitgevoer:—

(a) Landmeters en transportbesorgers of hulle behoorlik gemagtigde agente;

(b) studente aan 'n universiteit wat deur 'n wet van die Parlement tot stand gebring is, mits hulle 'n sertifikaat van die Registrateur van sodanige universiteit toon;

(c) werknemers van 'n plaaslike bestuur wat 'n magting van die Stadsklerk of Sekretaris van die betrokke plaaslike bestuur kan toon, tensy die Landmeter-generaal van mening is dat die aard en omvang van die nasporing die betaling van geld regverdig;

(d) 'n lid van 'n kommissie wat deur die Regering aangestel is.

Diverse werk.

9. Vir 'n werk of diens wat nie hierbo genoem word nie, word die geld bereken op 'n tydbasis teen R1.50 per uur of gedeelte daarvan.

Vrystelling.

10. Geen bedrag word kragtens hierdie tarief gehef nie as dit betaalbaar en verskuldig sou wees deur die Goewerneur van die Republiek van Suid-Afrika of 'n departement daarvan, deur die Proviniale Administrasie, deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie, deur

Handdrawn Diagrams and General Plans and Certified Copies thereof.

5. (a) For supplying a handdrawn diagram, or a hand-drawn certified copy of a diagram, per copy: R3.

(b) For supplying a handdrawn certified copy of a general plan, per sheet: R6.

N.B.—(i) Should it be required that mounted paper be used in the preparation of a general plan, the fee prescribed in sub-paragraph (b) shall be increased by R2 per sheet.

(ii) The charge prescribed in sub-paragraph (a) covers the preparation of the diagram only. Additional fees are payable in terms of sub-paragraph (a) of paragraph 1 for the examination and approval, or certification, or a diagram framed in terms of section 39 of the Land Survey Act, 1927, and in terms of paragraph 9 for such computation of data as may have been necessary.

(iii) In the case of a copy of a diagram or general plan which, in the opinion of the Surveyor-General, is of a complicated nature, the charge prescribed in paragraph 9 hereof shall apply.

Certificate of Remaining Extent.

6. For supplying a Certificate of Remaining Extent—

For each hour, or portion thereof, spent in preparation of such certificate: R1.50, with a minimum charge of R3.

Prints, etc., and Certification thereof.

7. (a) For supplying paper prints, per print for every 5 square feet, or portion thereof: R0.50.

(b) For supplying film negatives, per negative: R1.

(c) For supplying transparencies for every 5 square feet or portion thereof: R1.50.

(d) For certifying prints supplied in terms of sub-paragraph (a), per copy: R0.50.

Searches.

8. For each search made in the office of a Surveyor-General—

For every half-hour, or portion thereof: R0.50.

N.B.—The following shall, subject to such conditions as the Surveyor-General may prescribe, be exempt from the payment of fees for searches made by themselves:—

(a) Land surveyors and conveyancers, or their duly authorised agents;

(b) students of a university incorporated by an Act of the Parliament, on production of a certificate from the Registrar of such university;

(c) employees of a local authority on production of authority from the Town Clerk, or Secretary of the local authority concerned, unless the nature and extent of the search in the opinion of the Surveyor-General warrants a charge;

(d) any member of a commission appointed by the Government.

Miscellaneous Work.

9. For any work or service not specified above the charge shall be on a time basis at the rate of R1.50 for each hour or portion thereof, plus the cost of the materials used.

Exemption.

10. No fee shall be levied under this tariff which would be payable and borne by the Government of the Republic of South Africa or any department thereof, by the Provincial Administration, by the South African Railways and Harbours Administration, by the South African Native

DEPARTEMENT VAN ARBEID.

No. R. 1368.]

[16 September 1966.

WET OP NYWERHEIDSVERSOENING, 1956.**BOU- EN MONUMENTKLIPMESSELNYWERHEID,
BLOEMFONTEIN.****WYSIGING VAN OOREENKOMS.**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Mei 1968 eindig, bindend is vir die werkewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkewers en werknemers wat lede van genoemde organisasies of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Mei 1968 eindig, bindend is vir alle ander werkewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein, af.

M. VILJOEN,
Minister van Arbeid.

BYLAE.**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(BLOEMFONTEIN).****OOREENKOMS**

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

Master Builders' and Allied Trades' Association, Bloemfontein,
Electrical Contractors Association of S.A.

(hieronder die "werkewers" of "werkewersorganisasies" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,

Die Blanke Bouwerkervakbond,
South African Electrical Workers Association

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Bloemfontein,

om die Ooreenkoms tussen die partye, gepubliseer by Goewermentskennisgewing No. R.771 van 28 Mei 1965, soos gewysig by Goewermentskennisgewing No. R.645 van 29 April 1966 as volg verder te wysig:—

KLOUSULE 23.—BYSTANDSKEMA.

Skrap die hele bestaande klosule en vervang dit deur die volgende:—

KLOUSULE 23.—BYSTANDSKEMA.

(1) Die werking van die Bystandsfonds wat kragtens Goewermentskennisgewing No. 65 van 13 Januarie 1956 in die lewe geroep is en bekend staan as die "Bystandsfonds vir die Bounywerheid" (hieronder die "Bystandsfonds" of die "Fonds" genoem) word hierby voortgesit.

(2) **Doelstellings.**—Die doelstellings van die Bystandsfonds is—

- (a) om lede te vergoed vir verlies van verdienste wat voortspruit uit siekte of 'n ongeluk;
- (b) om in die geval permanente ongesiktheid, gratifikasies en/of jaardelde aan lede te verskaf;
- (c) om lede te vergoed vir die verlies van hul gereedskap deur diefstal uit toesluitplekke en werkswinkels;
- (d) om bystand in die vorm van gratifikasies aan lede te verskaf in gevval—

(i) afreding weens ouderdom;

DEPARTMENT OF LABOUR.

No. R. 1368.]

[16 September 1966.

INDUSTRIAL CONCILIATION ACT, 1956.**BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.****AMENDMENT OF AGREEMENT.**

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th May, 1968, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th May, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the area within a radius of 15 miles from the General Post Office, Bloemfontein.

M. VILJOEN,
Minister of Labour.

SCHEDULE.**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN).****AGREEMENT**

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

Master Builders' and Allied Trades' Association, Bloemfontein,

Electrical Contractors Association of South Africa

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

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,

Die Blanke Bouwerkervakbond,
South African Electrical Workers Association

(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, Bloemfontein, further to amend the Agreement between the parties published under Government Notice No. R. 771 of the 28th May, 1965, as amended by Government Notice No. R. 645 of the 29th April, 1966, as follows:—

CLAUSE 23.—BENEFIT SCHEME.

Delete the whole of the existing clause and substitute therefor the following:—

CLAUSE 23.—BENEFIT SCHEME.

(1) The operation of the Benefit Fund established under Government Notice No. 65 of the 13th January, 1956, and known as the "Building Industry Benefit Fund" (hereinafter referred to as the "Benefit Fund" or the "Fund") is hereby continued.

(2) **Objects.**—The objects of the Benefit Fund shall be—

- (a) to recompense members for loss of earnings arising out of sickness or accident;
- (b) to provide gratuities and/or annuities for members in the case of permanent disability;
- (c) to compensate members for the loss of their tools by theft from lock-ups and workshops;
- (d) to provide benefits for members in the form of gratuities in the case of—

(i) retirement on account of old age;

- (e) om lede by te staan met betrekking tot die koste van mediese dienste wat van tyd tot tyd gespesifieer word;
- (f) om die maatreëls te tref en die dinge te doen wat die Raad nodig ag vir die voorkoming van siekte en ongelukke, en vir die verbetering en bevordering van gesondheid van lede, afhanklikes en persone wat in die Nywerheid in diens of werkzaam is;
- (g) sonder om enigsins aan 'n lid se vrye keuse van diens afbreuk te doen of om daar mee in te meng, om 'n kontrak aan te gaan—
 - (i) met 'n hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting om siek of aansteekende lede en hul afhanklikes te versorg;
 - (ii) met enige ander persoon, liggaam, inrigting of owerheid ten opsigte van mediese dienste wat van tyd tot tyd gespesifieer mag word;
- (h) om al dié dinge te doen wat nodig is vir, gepaard gaan met of bevorderlik is vir die weisyn van lede en hul afhanklikes en vir die bereiking van bogenoemde doelstellings.

(3) *Lidmaatskap.*—(a) Lidmaatskap van die Fonds is verpligtend vir werkneemers vir wie lone in klousule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word.

(b) Persone, uitgesonderd diegene in paragraaf (a) hiervan genoem, wat regstreeks in die Nywerheid werkzaam of in diens is, kan na goedvinde van die bestuurskomitee as lede toegelaat word, en die bepalings van hierdie klousule is *mutatis mutandis* op dié persone van toepassing.

(4) *Administrasie.*—(a) Die Bystandsfonds moet geadministreer word deur 'n bestuurskomitee wat die Raad uit sy lede aangestel het, en moet bestaan uit 'n gelyke getal werkgewers- en werkneemersvertewoordigers. Die bepalings van die konstitusie van die Raad wat betrekking het op die verkiesing van 'n voorzitter en 'n ondervoorsitter, hul ampstermyne en die byeenroeping en procedure van vergaderings van die Raad, is *mutatis mutandis* in die geval van die bestuurskomitee van toepassing.

(b) Die Bystandsfonds moet ooreenkomstig die bepalings van hierdie klousule geadministreer word.

(c) Die komitee moet 'n sekretaris, wat bekend moet staan as die sekretaris van die Bystandsfonds en ander nodige personeel vir die behoorlike administrasie van die Fonds aanstel.

(d) Die komitee kan enige of alle bystand aan 'n lid en/of sy afhanklikes wat na die mening van die komitee op 'n wyse gehandel het wat bereken is om die belang van die Fonds of sy lede skade te berokken, of wat na redelike waarskynlikheid sodanige skade sal berokken, weier en/of terughou; met dien verstaande dat sodanige lede die geleenthed gegee moet word om by die Raad, wie se beslissing finaal is, appèl aan te teken teen die beslissing van die komitee.

(e) Alle geskille in verband met die vertolkning, betekenis of bedoeling van enige van die bepalings van hierdie klousule of in verband met die administrasie van die Fonds wat die komitee nie in staat is om te besleg nie, moet na die Raad vir sy beslissing verwys word.

(f) Die lede van die bestuurskomitee, die sekretaris, beampies en werkneemers 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 wat hulle ly en uitgawes wat hulle aangaan by of in verband met die *bona fide* verrigtings van hul pligte.

(5) *Bydraes.*—(a) *Betalings deur die werkewer.*—'n Werkewer moet aan elke werkneemter in sy diens vir wie lone in klousule 4 (1) (h) voorgeskryf word, 'n bedrag van 2·4 sent betaal vir elke uur of deel van 'n uur wat gedurende die week gewerk is; met dien verstaande dat—

- (i) daar geen bedrag betaal moet word ten opsigte van oortyd-werk of ure wat op die openbare vakansiedae genoem in klousule 21 gewerk word nie;
- (ii) die bedrag betaalbaar vir tyd gewerk gedurende die tydperk tussen die eerste Vrydag in November van elke jaar en die begin van die vakansietyelperk van daardie jaar by die betalings vir die daaropvolgende twaalf maande ingesluit moet word;
- (iii) indien 'n werkneemter vir minder as 8 uur in 'n bepaalde week vir 'n werkewer werk, die bedrag wat ingevolge hierdie subklousule verskuldig is, onmiddellik by die beëindiging van sy diens of aan die einde van die laaste werkdag, na gelang van watter datum die vroegeste is, betaal moet word.

(b) *Aftrekings van werkneemter.*—(i) 'n Werkewer moet 'n bedrag van R2.01 per week aftrek van die weeklikse besoldiging verskuldig aan elke werkneemter vir wie lone in klousule 4 (1) (h) loon voorgeskryf word.

(ii) Waar 'n werkneemter gedurende dieselfde week by twee of meer werkneemters in diens is, moet die aftrekking vir daardie week gedoen word deur die werkewer wat hom die eerste daardie week minstens agt uur in diens gehad het.

(iii) Geen bedrag mag afgetrek word ten opsigte van 'n werkneemter wat minder as agt uur in 'n week vir 'n werkewer gewerk het nie.

(c) *Koop van bewysstukke.*—Die bedrae wat ingevolge paragraaf (b) afgetrek word, moet weekliks deur die werkewer aan die Sekretaris van die Raad betaal word, en die Sekretaris moet aan die betrokke werkewer bewysstukke uitrek vir alle bedrae wat aldus betaal is. 'n Werkewer moet te alle tye 'n voldoende voorraad bewysstukke aanhou; met dien verstaande dat 'n werkewer vir die waarde van ongebruikte bewysstukke 'n terugbetaling van die Raad kan verkry. Aansoek om sodanige terugbetaling moet binne ses maande na die datum van verstrekking

- (e) to assist members in regard to the cost of medical services as may be specified from time to time;
- (f) 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;
- (g) 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 from time to time;
- (h) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

(3) *Membership.*—(a) Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 4 (1) (h) of this Agreement.

(b) Persons other than those referred to in paragraph (a) hereof, who are directly engaged or employed in the Industry may, at the discretion of the management committee, be admitted to membership, and the provisions of this clause shall *mutatis mutandis* apply to such persons.

(4) *Administration.*—(a) The Benefit Fund shall be administered by a management committee appointed by the Council from amongst its members and shall consist of an equal number of representatives of the employers and employees. The provisions of the Council's constitution relating to the election of a chairman and a 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.

(b) The Benefit Fund shall be administered in accordance with the provisions of this clause.

(c) The committee shall appoint a secretary who shall be known as the Secretary of the Benefit Fund and such other staff as may be necessary for the proper administration of the Fund.

(d) 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 interest of the Fund or its members; provided that such members shall be given the opportunity of submitting an appeal against the decision of the committee to the Council whose decision shall be final.

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

(f) The members of the management committee, the secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(5) *Contributions.*—(a) *Payments by the Employer.*—An employer shall pay to each employee in his employ for whom wages are prescribed in clause 4 (1) (h) an amount of 2·4 cents in respect of each hour or part of an hour worked during the week; provided that—

- (i) no payment shall be made in respect of overtime or hours worked on the public holidays referred to in clause 21;
- (ii) for time worked during the period between the first Friday in November of each year and the commencement of the holiday period for that year, the amount payable shall be included in the payments for the ensuing twelve months;
- (iii) in the event of an employee working for an employer for less than eight hours in any week, the amount due in terms of this sub-clause shall be paid immediately on termination of his employment, or at the end of the last working day, whichever is the earlier.

(b) *Deductions from Employee.*—(i) An employer shall deduct from the weekly remuneration due to each employee for whom wages are prescribed in clause 4 (1) (h) an amount of R2.01 per week.

(ii) Where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(iii) No deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week.

(c) *Purchase of Vouchers.*—The amounts deducted in terms of paragraph (b) shall be paid weekly by the employer to the Secretary of the Council, who shall issue vouchers to the employer concerned for all amounts so paid. An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made within six months after the date of termination of this Agreement.

(d) *Uitreiking van bewyssukke.*—(i) 'n Werkgever moet ten opsigte van die bedrae wat hy ingevolge paragraaf (b) van hierdie subklousule aftrek, elke betaaldag aan elkeen van sy betrokke werknemers 'n bewyssuk uitrek wat ten opsigte van die waarde van sodanige bedrae leesbaar gekanselleer is deur die werkgever se naam en datum van uitreiking daarop aan te bring, en die werknemer moet sodanige bewyssuk vasplak in 'n bydraeboek wat hy van die Sekretaris van die Raad verkry het en moet behou; met dien verstande dat die Raad 'n saamgestelde bewyssuk kan uitrek om die bedrae te tek dat wat ingevolge klosules 22, 24 en 25 van hierdie Ooreenkoms betaal is.

(ii) 'n Werknemer moet op 'n vorm wat hy van die Raad verkry het, aansoek doen om 'n bydraeboek en op sodanige vorm dié besonderhede invul wat die Raad van tyd tot tyd voorskryf.

(iii) Bydraeboek en bewyssukke wat aan werknemers uitgereik is, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie. Bewyssukke wat iemand op 'n ander wyse as ooreenkoms hierdie klosule bekom, kan deur die Raad gekonfiskeer word ten voordele van sy algemene fondse.

(iv) Geen bewyssukke mag aan 'n werknemer uitgereik word nie, uitgesonderd ooreenkoms hierdie klosule, en geen werknemer is op meer as 49 weeklikse kredits ingevolge paragraaf (f) van hierdie subklousule geregtig ten opsigte van 'n tydperk van twaalf maande wat op die eerste Vrydag in November van elke jaar eindig nie.

(e) *Waardeberekening van bydraes.*—Elke werknemer moet so gou moontlik na die eerste Vrydag in November van elke jaar, en hoogstens een week daarna, sy bydraeboek by die Sekretaris van die Raad indien sodat die bydraes waarmee die werknemer gedurende die betrokke jaar gekrediteer is, bereken kan word.

(f) *Toewysing van bydraes.*—(i) Die bedrae wat ingevolge paragraaf (c) van hierdie subklousule aan die Raad betaal is, moet in die Bystandsfonds gestort en soos volg aangewend word:—

(A) R1.31 sent van elke eenheid van R2.01 om voorsiening te maak vir—

(aa) verlies van verdienste wat voortspruit uit siekte of 'n ongeluk, en vir gratifikasies of jaargeld in die geval van permanente ongesiktheid;

(bb) vergoeding aan werknemers vir die verlies van hulle gereedskap deur diefstal uit toesluitplekke en werk-winkels; met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die doen of late van 'n werkgever soos omskryf in sub-klosule (2) van klosule 10, die werkgever van sodanige werknemer vir die totale waarde van sodanige verlore gereedskap aanspreeklik is;

(cc) mediese bystand vir werknemers en/of hulle afhanklikes wat voortspruit uit 'n persoonlike ongeluk of siekte;

(B) 70 sent van elke eenheid van R2.01 om voorsiening te maak vir bystand in die vorm van gratifikasies in die geval van—

(aa) aftreding weens ouderdom; en

(bb) afsterwe, en om hierdie doel te bereik het die Raad die bevoegdheid om een of meer ooreenkoms aan te gaan met een of meer versekeringsmaatskappye ten einde vir werknemers afree- en sterftevoordele te verkry.

(6) *Finansies.*—(a) Alle geldie wat die Bystandsfonds toeval moet gestort word in 'n bankrekening wat vir die doel geopen is, en alle geldie wat ontvang word, moet binne drie dae na die datum van ontvangs daarin gestort word.

(b) Die geldie van die Bystandsfonds moet aangewend word om die bystand te betaal wat in die bylaes by hierdie klosule voorgeskryf word en om alle uitgawes te betaal wat in verband met die administrasie van die Bystandsfonds aangegaan word.

(c) Surplusfondse mag op geen ander wyse as die volgende belê word nie:—

(i) Staatseffekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Poskantoorspaarrekenings of -sertifikate;

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

(v) enige ander wyse deur die Registrateur goedgekeur.

Alle rente wat uit sodanige beleggings verkry word, val die Bystandsfonds toe.

(d) Alle betalings uit die Bystandsfonds moet geskied per tiek wat deur die voorzitter of ondervoorzitter van die bestuurskomitee onderteken en deur die sekretaris of sodanige ander persone as wat die bestuurskomitee van tyd tot tyd besluit, mede-onderteken is.

(e) Die bestuurskomitee moet voor of op 31 Maart van elke jaar aan die Raad state voorlē wat deur 'n openbare rekenmeester aangestel deur die Raad geouditeer en deur die voorzitter van die bestuurskomitee mede-onderteken is en die volgende aantoon:—

(i) Die inkomste en uitgawes van die Bystandsfonds gedurende die twaalf maande wat op die voorafgaande 31 Desember geëindig het;

(ii) die bates en laste van die Bystandsfonds aan die einde van

(d) *Issue of Vouchers.*—(i) An employer shall in respect of the amounts deducted by him in terms of paragraph (b) of this sub-clause, issue on each pay-day to each of his employees concerned, a voucher legibly cancelled with the name of the employer and the date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clauses 22, 24 and 25 of this Agreement.

(ii) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe.

(iii) Contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person, otherwise than in accordance with this clause, may be confiscated by the Council for the benefit or its general funds.

(iv) No vouchers shall be issued to an employee except in accordance with this clause and no employee shall be entitled to more than 49 weekly credits in terms of paragraph (f) of this sub-clause in respect of any period of twelve months ending on the first Friday in November of each year.

(e) *Assessment of Contributions.*—As early as possible after the first Friday in November of each year and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council for the purpose of computing the contributions to be credited to the employee during the year concerned.

(f) *Allocation of Contributions.*—(i) The amounts paid to the Council in terms of paragraph (c) of this sub-clause shall be paid into the Benefit Fund and shall be applied as follows:—

(A) R1.31 cents of each unit of R2.01 to provide for—

(aa) loss of earnings arising out of sickness or accident, and for gratuities or annuities in the case of permanent disability;

(bb) compensation to employees for the loss of their tools by theft from lock-ups and workshops; provided that if an employee loses his tools due to the acts or omissions of an employer as described in sub-clause (2) of clause 10, the employer of such employee shall be responsible for the total value of such lost tools;

(cc) medical aid benefits for employees and/or their dependants arising from personal accident or sickness;

(B) 70 cents of each unit of R2.01 to provide for benefits in the form of gratuities in the case of—

(aa) retirement on account of old age; and

(bb) death, towards which end the Council shall be empowered to enter into an agreement or agreements with an insurance company or companies with the object of securing retirement and death benefits for employees.

(6) *Finance.*—(a) All moneys accruing to the Benefit Fund shall be deposited in a banking account opened for that purpose, and all moneys received shall be deposited therein within three days of the date of receipt.

(b) The moneys of the Benefit Fund shall be applied to the payment of benefits as prescribed in the Schedules to this clause and to payment of any expenditure incurred in connection with the administration of the Benefit Fund.

(c) Surplus funds shall not be invested otherwise than in—

(i) stock of the Government of the Republic of South Africa or Local Government stock;

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) savings accounts, permanent shares or fixed deposits in building societies or banks; or

(v) any other manner approved by the Registrar.

Any interest derived from such investments shall accrue to the Benefit Fund.

(d) All payments from the Benefit Fund shall be made by cheque signed by the chairman or vice-chairman of the management committee and countersigned by the secretary or by such other persons as the management committee may from time to time decide.

(e) Not later than the 31st March in each year, the management committee shall submit to the Council statements audited by a public accountant, appointed by the Council and countersigned by the chairman of the management committee, showing—

(i) the income and expenditure of the Benefit Fund during the twelve months ended 31st December preceding;

(ii) the assets and liabilities of the Benefit Fund at the end of

Die gesertifiseerde rekenings en staat en enige verslag wat die ouditeur daaroor doen, moet daarna by die kantoor van die Raad ter insae lê en afskrifte daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Registrateur gestuur word.

(f) Indien die bedrag in die krediet van die Bystandsfonds te eniger tyd tot onder R20,000 daal, moet die betaling van bystand opgeskort word en mag verdere betaling nie hervat word alvorens die bedrag in die krediet van die Bystandsfonds R40,000 bereik het nie; met dien verstande dat, wanneer betaling van bystand hervat word, eise wat gedurende sodanige tydperk ingestel is, in die volgorde waarin hulle ontvang is, betaal moet word.

(g) Alle uitgawes wat in verbond met die administrasie van die Bystandsfonds aangegaan word, word teen dié Fonds in rekening gebring.

(7) *Bystand.*—(a) Bystand wat lede en/of hul afhanglikes toekom, moet van die aard en omvang wees soos voorgeskryf in bylae A en B van hierdie klousule.

(b) Bystand wat die Fonds verskaf, is nie oordraagbaar nie en 'n lid wat probeer om sy regte af te staan, oor te dra, te sedeer, te verpand of te verhipotekeer, verbeur onmiddellik sy reg op enige bystand hoegenaamd en sy lidmaatskap van die Fonds ten opsigte van homself en sy afhanglikes word beëindig.

(8) *Ontbinding en likwidasie.*—(a) By verstryking van die Ooreenkoms of enige verlenging daarvan en indien geen daaropvolgende Ooreenkoms binne drie maande vanaf die verstryking van die Ooreenkoms of enige verlenging daarvan aangegaan word om die werking van die Fonds voort te sit nie, word die Bystandsfonds deur die bestuurskomitee geadministreer en indien 'n daaropvolgende ooreenkoms nie binne 'n tydperk van twee jaar vanaf die vervaldatum van die Ooreenkoms of enige verlenging daarvan aangegaan word nie, moet die Bystandsfonds deur die bestuurskomitee gelikwideer word en dan is die bepalings van klousule 13 van die Raad se konstitusie *mutatis mutandis* van toepassing.

(b) Indien die bestuurskomitee nie daartoe in staat is om die administrasie waar te neem nie en/of nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, of indien hy voor 'n dooie punt te staan kom wat die administrasie van die Bystandsfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan die Registrateur een of meer trustees aanstel om die pligte van die komitee uit te voer, en dan beskik sodanige trustee of trustees vir sodanige doel oor al die bevoegdhede van die komitee.

(c) Indien die Raad onbind word of ophou om te funksioneer gedurende enige tydperk waarin die Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, gaan die bestuurskomitee wat op daardie tydperk diens doen, voort om die Bystandsfonds te administreer. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die werkgewers of die werknemers, na gelang van die geval, ten einde te verseker dat die werkgewers en die werknemers ewe veel verteenwoordigers in die komitee het. Indien sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of indien hy voor 'n dooie punt te staan kom wat die administrasie van die Bystandsfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy een of meer trustees aanstel om die pligte van die komitee uit te voer en dan beskik sodanige trustee of trustees vir sodanige doel oor al die bevoegdhede van die komitee. By die verstryking van die Ooreenkoms moet die Bystandsfonds gelikwideer word deur die diensdoende komitee of die trustee of trustees deur die Registrateur aangestel, en in dié geval is die bepalings van klousule 13 van die konstitusie van die Raad *mutatis mutandis* van toepassing.

BYLAE A.

(1) *Algemene bepalings.*—(a) Geen bedrag mag ingevolge hierdie bylae aan 'n lid betaal word nie—

- (i) indien die applikant versuim om die bestuurskomitee te voorsien van verbandhebbende inligting wat die komitee mag vereis;
- (ii) tensy hy ten opsigte van minstens ses-en-twintig weke tot die Bystandsfonds bygedra het.

(b) Lede wat vir aktiewe diens of vir militêre diens opgeroep word, is vrygestel van die betaling van bydraes tot die Bystandsfonds en is nie op bystand uit die Fonds geregtig solank hulle sodanige diens verrig nie.

(c) Indien 'n lid die Nywerheid verlaat, is die volgende bepalings van toepassing:—

- (i) As hy nie langer as drie maande uit die Nywerheid afwesig was nie, is hy onmiddellik by sy terugkeer op die volle bystand geregtig;
- (ii) as hy langer as drie maande maar hoogstens 'n jaar afwesig was, is hy op die volle bystand geregtig nadat hy ten opsigte van minstens twaalf weke bygedra het;
- (iii) as hy langer as 'n jaar afwesig was, is hy op bystand geregtig slegs nadat hy ten opsigte van minstens ses-en-twintig weke bygedra het.

(d) Ongeag andersluidende bepalings in hierdie klousule is 'n lid nie geregtig op die bystand genoem in subklousule (2) (a) van hierdie bylae nie—

- (i) as hy periodieke uitkerings ontvang soos omskryf in die ongevallewet, 1941;
- (ii) as hy aan alkoholisme ly, aan verdowingsmiddels verslaaf is of aan die gevolge daarvan ly of as hy ongeskik is weens

The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be transmitted to the Registrar.

(f) If at any time the amount standing to the credit of the Benefit Fund falls below R20,000 payment of benefits shall be suspended and further payment shall not recommence until the amount standing to the credit of the Benefit Fund has reached the sum of R40,000; provided that upon payment of benefits being resumed, claims made during such period shall be met in the order in which they were received.

(g) All expenses incurred in connection with the administration of the Benefit Fund shall be a charge on that Fund.

(7) *Benefits.*—(a) Benefits accruing to members and/or their dependants shall be of the nature and to the extent prescribed in Schedules A and B to this clause.

(b) 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.

(8) *Dissolution and winding up.*—(a) Upon expiry of the Agreement or any extension thereof and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund within three months from expiry of the Agreement or any extension thereof, the Benefit Fund shall be administered by the management committee and, in the event of a subsequent Agreement not being negotiated within a period of two years from the date of expiry of the Agreement or any extension thereof, the Benefit Fund shall be liquidated by the management committee, in which event the provisions of clause 13 of the Council's constitution shall *mutatis mutandis* apply.

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

(c) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which the Agreement is binding in terms of section thirty-four (2) of the Act, the Benefit 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 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 Benefit Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee, and such trustee shall possess all the power of the committee for such purpose. Upon the expiry of the Agreement the Benefit Fund shall be liquidated by the committee in office or the trustee or trustees appointed by the Registrar, in which event the provisions of clause 13 of the Council's Constitution shall *mutatis mutandis* apply.

SCHEDULE A.

(1) *General Provisions.*—(a) No payment shall be made to a member in terms of this Schedule—

- (i) if the applicant fails to supply any relevant information which the management committee may require;
- (ii) unless he has made contributions to the Benefit Fund in respect of at least twenty-six weeks.

(b) Members called up for active service or for military duty shall be exempt from paying contributions to the Benefit Fund and shall not be entitled to any benefits therefrom whilst carrying on such duties.

(c) In the event of a member leaving the Industry, the following provisions shall apply:—

- (i) If his absence from the Industry does not exceed three months, he shall be entitled to full benefits immediately upon returning;
- (ii) if his absence exceeds three months but not one year, he shall be entitled to full benefits after making contributions in respect of not less than twelve weeks;
- (iii) if his absence exceeds one year, he shall be entitled to benefits only after making contributions in respect of not less than twenty-six weeks.

(d) Notwithstanding anything to the contrary contained in this clause, a member shall not be entitled to the benefits referred to in clause (2) (a) of this Schedule—

- (i) if he is in receipt of periodical payments as defined in the Workmen's Compensation Act, 1941;

- (ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to

(iii) as hy versuim of weier om die opdragte van 'n algemene praktisyn uit te voer of as hy na die mening van 'n algemene praktisyn weens sy eie opsetlike optrede sy toestand vererger of sy herstelling vertraag het.

(2) *Bystand*.—(a) *Siekte of 'n ongeluk*.—(i) 'n Lid wat weens siekte of 'n ongeluk nie daartoe in staat is om sy werk te verrig nie, is geregtig op siektydstand ooreenkomsdig die volgende voorwaardes:—

(aa) In 'n tydkring van een jaar vanaf die datum waarop hy ongeskik geword het om te werk, is hy geregtig op R2 per werkdag vir 'n tydperk van hoogstens 65 werkdae en daarna R1.20 per werkdag vir 'n verdere tydperk van 65 werkdae en daarbenewens op 'n bedrag van R5.18 ten opsigte van elke voltooide deurlopende tydperk van vyf werkdae; met dien verstande dat die bedrag van R5.18 toeval in die vorm van 'n bewyssuk wat in die lid se bydraeboek geplak en jaarliks afgelos word op die wyse in klousule 22 (9) van hierdie Ooreenkoms voorgeskryf.

(bb) Indien 'n algemene praktisyn wat deur die bestuurskomitee aangestel is, aan die einde van 130 dae in die eerste tydkring van een jaar vanaf die datum waarop 'n lid ongeskik geword het om te werk, in 'n verslag verklaar dat sodanige lid permanent ongeskik geraakt om sy beroep te beoefen, is sodanige lid nie meer op siektydstand ingevolge hierdie subklousule geregtig nie. Die bestuurskomitee moet minstens vier weke voor die verstryking van voormalige 130 dae om 'n verslag vra, en sodanige verslag moet deur die betrokke lid verskaf word voor verstryking van die 130 dae; met dien verstande dat hierdie tydperk om 'n goeie rede deur die bestuurskomitee verleng kan word.

(cc) Indien die algemene praktisyn aan die einde van 130 dae verklaar dat die lid nog in staat sal wees om sy werk te doen, moet die lid nog bystand teen R1.20 per werkdag ontvang tot aan die einde van die eerste tydkring van een jaar vanaf die datum waarop hy ongeskik geword het om te werk.

(dd) Indien 'n lid aan die einde van die eerste of 'n daaropvolgende tydkring van een jaar nog nie in staat is om sy werk te doen nie, is hy aan die begin van die tydkring van een jaar wat daarop volg, geregtig op R2.00 per werkdag vir 65 werkdae en daarna op R1.20 per werkdag vir 65 werkdae.

(ee) Die bestuurskomitee kan te eniger tyd nadat 'n lid siektydstand vir meer as 130 dae ontvang het, van die lid vereis om 'n geneeskundige verslag van die algemene praktisyn wat deur die bestuurskomitee aangestel is, voor te lê, en as genoemde algemene praktisyn verklaar dat die betrokke lid permanent ongeskik is om sy werk te doen, is sodanige lid vanaf 'n datum wat die bestuurskomitee moet bepaal, nie meer op siektydstand geregtig nie en moet die Sekretaris hom skriftelik van sodanige datum verwittig.

(ii) (aa) 'n Lid is nie op siektydstand geregtig as die tydperk van sy afwesigheid van werk weens siekte of 'n ongeluk nie langer as vyf agtereenvolgende werkdae duur nie.

(bb) Indien die tydperk van afwesigheid weens siekte of 'n ongeluk langer as vyf agtereenvolgende werkdae duur, begin siektydstand op die eerste dag waarop hy nie daartoe in staat was om sy werk te doen nie.

(iii) Waar 'n lid sy werk hervat nadat hy siektydstand ingevolge subparagraph (i) van hierdie paragraaf ontvang het en tot die fonds bydra vir 'n tydperk van minstens 12 weke, begin 'n nuwe tydkring van een jaar vanaf die datum waarop sodanige lid weer nie daartoe in staat is om te werk nie, en daarna is die bepalings van paragraaf (i) *mutatis mutandis* van toepassing.

(b) *Permanente ongeskiktheid*.—(i) Aansoek om bystand onder hierdie hoof sal oorweeg word van—

(aa) persone wat na die mening van die bestuurskomitee afdoenle bewys lewer dat hulle bona fide-werknemers is of was in enige werkzaamheid wat gewoonlik deur werknemers verrig word in die bounywerheid deur hierdie klousule gedek;

(bb) persone wat in die klas vermeld in die voorafgaande paragraaf val en weens 'n besering, die verlies van hul gesig en 'n fisiese onvermoë, met inbegrip van onvermoë weens ouderdom, nie daartoe in staat is om hul ambag te beoefen nie, uitgesonderd gevalle wat voldoende deur die Ongevallewet gedek word;

(cc) persone wat bystand voorgeskryf in paragraaf (2) (a) ontvang, permanent ongeskik is en nie in staat is om hul ambag te beoefen nie.

(ii) Die bystandskaal word gegrond op die applikant se potensiële verdienvermoë, indien daar is, buite die Nywerheid en op die jare diens in die hoedanigheid vermeld in subparagraph (i) (aa), maar mag nie meer as R144 per jaar vir 'n enkele lid bedra nie.

(iii) Betalings kragtens hierdie subklousule geskied *ex gratia* en geheel en al na goedvindie van die bestuurskomitee, wie se beslissing final is, en die bestuurskomitee is nie verplig om enige rede vir 'n beslissing te verstrek nie.

(c) *Verlies van gereedskap*.—(i) Bystand kan na goedvindie van die bestuurskomitee toegestaan word, om lede te vergoed vir gereedskap weens diefstal uit werkinkels en toesluitplekke

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

(2) *Benefits*.—(a) *Sickness or Accident*.—(i) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:—

(aa) In a cycle of one year from the date on which he is unable to work, he shall be entitled to R2 per working day for a period not exceeding sixty-five working days and thereafter R1.20 per working day for a further period of sixty-five working days and, in addition, an amount of R5.18 in respect of each completed consecutive period of five working days; provided that the amount of R5.18 shall accrue in the form of a voucher, to be affixed in the member's contribution book and redeemed annually in the manner prescribed in sub-clause (9) of clause 22 of this Agreement;

(bb) if at the end of 130 days in the first cycle of one year from the date on which a member is unable to work, a general practitioner appointed by the management committee reports that such member is permanently disabled from following his occupation, such member shall cease to be entitled to benefits in terms of this sub-clause. The management committee shall call for a report not less than four weeks before expiry of the 130 days referred to above, and such report must be furnished by the member concerned before expiry of the 130 days; provided that this period may be extended by the management committee for good cause;

(cc) if at the end of 130 days the general practitioner reports that the member will still be able to follow his employment the member shall continue to receive benefits at the rate of R1.20 per working day until the end of the first cycle of one year from the date on which he is unable to work;

(dd) if at the end of the first or any succeeding cycle of one year a member is still unable to follow his employment, he shall at the beginning of the next cycle of one year be entitled to R2 per working day for 65 working days and thereafter to R1.20 per working day for 65 working days;

(ee) the management committee may at any time after a member has received sick pay for more than 130 days call upon the member to produce a medical report from the general practitioner appointed by the management committee and if the said general practitioner reports that the member concerned is permanently disabled from following his employment, the member shall cease to be entitled to sick benefits from a date to be fixed by the management committee and shall be advised of such date in writing by the Secretary;

(ii) (aa) A member shall not be entitled to sick benefits if the period of his absence from work due to sickness or accident does not exceed five consecutive working days;

(bb) Should the period of absence due to sickness or accident exceed five consecutive working days, sick benefits will commence from the first day from which he is unable to follow his employment.

(iii) Where a member after receiving sick benefits in terms of subparagraph (i) of this paragraph resumes work and makes contributions to the Fund for a period of at least 12 weeks a new cycle of one year shall start from the date on which such member is again unable to work, and thereafter the provisions of paragraph (i) shall *mutatis mutandis* apply.

(b) *Permanent Disability*.—(i) Applications for benefits under this heading will be considered from—

(aa) persons who, in the opinion of the management committee, satisfactorily show that they are or were bona fide employees in any operations normally performed by employees in the building industry covered by this agreement;

(bb) persons included in the category referred to in the foregoing paragraph who are incapable of working at their trade due to an injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act;

(cc) persons in receipt of benefits as prescribed in paragraph (2) (a) who are permanently disabled and incapable of working at their trade.

(ii) The scale of benefits shall be based on an applicant's potential earning capacity, if any, outside the Industry, and in relation to years of employment in the capacity mentioned in subparagraph (i) (aa), but shall not be in excess of an amount of R144 per annum for any one member.

(iii) Payments made under this sub-clause are *ex gratia*, and at the absolute discretion of the management committee, whose decision shall be final, and the management committee shall not be obliged to give any reason for any decision.

(c) *Loss of Tools*.—(i) Benefits may be granted at the discretion of the management committee to recompense members

(ii) Geen bystand word toegestaan tensy 'n applikant die diefstal van sy gereedskap by die polisie aangegee het binne agt-en-veertig uur nadat die verlies ontdek is, of as 'n aansoeker versuim om die komitee te voorsien van verbandhebbende inligting wat

(ii) No benefits shall be granted unless an applicant has reported the theft of his tools to the Police within forty-eight hours of the loss becoming apparent, or if an applicant fails to supply the committee with such relevant information as the

Soort bystand.	Bedrag betaalbaar aan die krediteur.	Deel gedra deur die Fonds.	Deel deur lid aan Fonds terugbetaalbaar.
(h) Fisioterapeute (wanneer deur 'n algemene praktisyen gemagtig)	Die hele bedrag volgens kostetarief.....	Percentasie. 75	Percentasie. 25
(i) Hospital- en verpleeginrigtingsgelde.....	100 percent van vordering met vir akkommodasie in 'n algemene saal, spesiale verpleging, medisyne, verdowingsmiddels, ens., uitgesluit, onderworpe aan 'n maksimum van R4 per pasiënt per dag vir hoogstens 40 dae in 'n enkele kalenderjaar	75	25
(j) Operasiesaalgelde.....	100 percent van die operasiesaalgeld, maar hoogstens R8.40 per operasie	75	Res.
(k) Radiologie.....	Die hele bedrag volgens kostetarief.....	75	25
(l) Narkotiseursgelde.....	Die hele bedrag volgens kostetarief.....	75	25
(m) Toebereide medisyne, verdowingsmiddels, verbande, salf en wasmiddels verskaf deur 'n apteker teen 'n mediese voorskrif (geen herhaling van voorskrif kwalificeer vir bystand tensy dit uitdruklik deur algemene praktisyen en/of spesialis gemagtig is nie)	Geen bystand nie.....	Geen	Geen.
(i) gedurende die eerste 52 weke sedert aanvang van bydraes	Die hele bedrag; met dien verstande dat 'n totale bedrag van 50 cent deur die lid aan die apteker ten opsigte van elke voorskrif betaal moet word	75	25 percent 'n minus die bedrag van 50 cent betaal aan die apteker.
(ii) na die eerste 52 weke sedert aanvang van bydraes	Die hele bedrag volgens kostetarief.....	75	25
(n) Reiskoste—Algemene praktisyens (slegs betaalbaar ten opsigte van lede wat gewoonlik binne die gebied waarop hierdie Ooreenkoms betrekking het, maar buite die munisipale gebied Bloemfontein woon)	Die hele bedrag volgens kostetarief.....	75	25

Type of Benefit.	Amount Payable to the Creditor.	Portion borne by the Fund.	Portion repayable to Fund by Member.
(a) Medical Attention and Service:—		Percentage.	Percentage.
(i) Consultations or visits to or by a general practitioner or ophthalmologist	In full at Tariff Fees (subject to a maximum of 20 visits for the same illness)	75	25
(ii) Consultations to or by a Specialist, when referred by a general practitioner	In full at Tariff Fees (subject to a maximum of 20 visits for the same illness)	75	25
(iii) Other medical services, including special procedures undertaken by general practitioners	In full at Tariff Fees	75	25
(b) Surgery:—			
(i) During the first 52 weeks of contribution.....	No benefit.....	Nil	Nil.
(ii) After the first 52 weeks of contribution.....	In full at Tariff Fees.....	75	25
(c) Injections.....	In full at Tariff Fees (except when obtainable free of charge)	75	25
(d) Injection Material.....	In full (except when obtainable free of charge).....	75	25
(e) Pathology.....	In full at Tariff Fees.....	75	25
(f) Blood Transfusions.....	In full.....	75	25
(g) Confinements.....	In full at Tariff Fees	Up to R21 in respect of total cost of general practitioner, mid-wife and/or hospital fee	Balance of Tariff Assessment.
(h) Physiotherapists (when authorised by general practitioner)	In full at Tariff Fees.....	75	25
(i) Hospital and Nursing Home Fees.....	100 per cent of the charge for accommodation only in a general ward, but not more than R4 a day for each patient excluding special nursing, medicines, drugs, etc., to a maximum of 40 days in any one calendar year	75	Balance.
(j) Theatre Fees.....	100 per cent of the charge for Theatre fees but not exceeding R8.40 for any one operation	75	Balance.
(k) Radiology.....	In full at Tariff Fees.....	75	25
(l) Anaesthetist's Fees.....	In full at Tariff Fees.....	75	25
(m) Dispensed medicines, drugs, dressings, ointments and lotions supplied by a chemist on medical prescription (no repeat of prescription qualifies for benefit unless specifically authorised by a general practitioner and/or specialist;	No Benefit.....	Nil	Nil.

(4) *Betaling van rekenings.*—Goedgekeurde rekenings word ten volle deur die Fonds aan die persoon of instigting betaal wat die diens lewer en die bedrag verskuldig deur die lid moet deur die Fonds op hom verhaal word.

(5) *Registrasie van afhanklikes.*—(a) Om vir bystand ten opsigte van hul afhanklikes in aanmerking te kom, moet lede by die Fonds om die registrasie van hul afhanklikes aansoek doen en sodanige inligting en dokumentêre bewyse verstrek as wat die bestuurskomitee eis.

(b) Behoudens paragraaf (a) hiervan kan die volgende persone as afhanklikes geregistreer word:—

- (i) Die vrou van 'n lid;
- (ii) die kind van 'n lid.

(6) *Staking van bystand.*—Reg op die bystand beskikbaar ingevolge hierdie Bylae eindig—

- (a) behoudens die bepalings van subparagraaf (b) hiervan, sodra 'n lid ophou om in die Nywerheid in diens en/of werkzaam te wees en 'n betrekking en/of diens in 'n ander nywerheid aanvaar;
- (b) nadat 'n lid vir 'n tydperk van langer as twee kalendermaande werkloos was; met dien verstande dat 'n lid wat bona fide werkloos was en tydelik diens in 'n ander nywerheid aanvaar, steeds vir bystand in aanmerking kom op voorwaarde dat hy binne twee maande vanaf die datum van indienstreding in sodanige ander nywerheid, na die Nywerheid terugkeer;
- (c) in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n algemene praktisyen en/of spesialis chroniesiek, permanent ongeskik, geheel en al onbekwaam en nie in staat om 'n ambag in die Nywerheid te beoefen nie, verklaar word; met dien verstande dat bevoegde afhanklikes van sodanige lede na goedvindie van die komitee toegelaat kan word om op voorwaardes deur hom bepaal, lede te bly.

(7) *Procedure by die eis van bystand.*—(1) Aansoek om die betaling van 'n eis ten opsigte van mediese dienste moet gedoen word op die wyse en vorms soos van tyd tot tyd deur die bestuurskomitee voorgeskryf; met dien verstande dat alle eise ingestel word binne drie maande na die datum waarop die betrokke mediese diens gelewer of die laaste van 'n reeks behandelings deur 'n betrokke lid of sy afhanklikes ontvang is, en dié aansoek moet deur die volgende dokumente vergesel word:—

- (a) Bydraeboek;
- (b) gespesifiseerde rekenings vir mediese dienste gelewer;
- (c) voorskrifte of gewaarmerkte afskrifte daarvan;
- (d) in die geval van afhanklikes—
 - (i) die huweliksertifikaat ten opsigte van eise met betrekking tot 'n wettige vrou; en
 - (ii) die geboortesertifikaat ten opsigte van eise met betrekking tot wettige kinders; en
 - (iii) sodanige ander dokumente as wat die bestuurskomitee ten opsigte van ander afhanklikes eis.

(2) Ongeag andersluidende bepalings in hierdie klousule is die Fonds geensins aanspreeklik vir skulde, uitgawes, laste en/of verpligte deur lede en hul afhanklikes en/of ander persone ten opsigte van mediese dienste aangegaan of gemaak of opgeloop nie tensy die bepalings van die Ooreenkoms ten volle nagekom is en allesins behoorlik daaranaan voldoen is.

Namens die partye op hede die 25ste dag van April 1966 te Bloemfontein onderteken.

L. C. STEYN, *Voorsitter.*
R. C. MAYNE, *Ondervoorsitter.*
H. K. ARCHER, *Sekretaris.*

No. R. 1384.]

[16 September 1966.

WET OP NYWERHEIDSVERSOENING, 1956.—ARBITRASIE TOEKENNING.—GESKIL TUSSEN TANDARTSE WAT WERKGEWERS VAN TANDWERKTUIGKUNDIGES IS EN TANDWERKTUIGKUNDIGES.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 49 (5) van die Wet op Nywerheidsversoening, 1956, dat bogenoemde toekenning wat op 30 September 1958 gemaak is, vanaf die datum van publikasie van hierdie kennisgewing ophou om bindend te wees.

M. VILJOEN,

Minister van Arbeid

(4) *Payment of Accounts.*—Approved accounts shall be paid in full by the Fund to the person or institution rendering the service and shall recover from the member the proportion due by him.

(5) *Registration of Dependents.*—(a) In order to be eligible for benefits in respect of their dependants, members shall make application to the Fund for the registration of their dependants and shall furnish such information and documentary evidence as the management committee may require.

(b) Subject to paragraph (a) hereof, the following may be registered as dependants:—

- (i) the wife of a member;
- (ii) the child of a member.

(6) *Cessation of Benefits.*—Entitlement to benefits available in terms of this Schedule shall cease—

(a) subject to the provisions of paragraph (b) hereof, directly a member ceases to be employed and/or engaged in the Industry and accepts an engagement and/or employment in any other industry;

(b) after a member has been unemployed for a period exceeding two calendar months; provided that a member who has been bona fide unemployed and who accepts temporary employment in any other industry shall remain eligible for benefits on condition he returns to the Industry within two months from the date of being engaged in such other industry;

(c) in the case of all members who after having received benefits for one year, are declared by a general practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the industry; provided that eligible dependants of such members may, at the discretion of the committee, be permitted to retain membership under such conditions as it may determine.

(7) *Procedure for Claiming Benefits.*—(1) Applications for payment of any claim in respect of medical services shall be made in such manner and on such forms as the management committee may prescribe from time to time; provided that all claims shall be made within three months after the date on which the relevant medical service was rendered or the last of a series of treatments was received by a member or his dependants concerned and such application shall be accompanied by the following documents:—

- (a) contribution book;
- (b) detailed accounts for medical services rendered;
- (c) prescriptions or certified copies thereof;
- (d) in the case of dependants—
 - (i) the marriage certificate in respect of claims relating to a legal wife; and
 - (ii) the birth certificate in respect of claims relating to legitimate children; and
 - (iii) such other documents as the Management Committee may require in respect of other dependants.

(2) 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 their dependants and/or other persons in respect of medical services unless the provisions of the Agreement have been completely observed and properly complied with in every respect.

Signed at Bloemfontein on behalf of the parties this 25th day of April, 1966.

L. C. STEYN, *Chairman.*
R. C. MAYNE, *Vice-Chairman.*
H. K. ARCHER, *Secretary.*

No. R. 1384.]

[16 September 1966.

INDUSTRIAL CONCILIATION ACT, 1956.—ARBITRATION AWARD.—DISPUTE BETWEEN DENTISTS WHO ARE EMPLOYERS OF DENTAL MECHANICIANS AND DENTAL MECHANICIANS.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 49 (5) of the Industrial Conciliation Act, 1956, declare that the abovementioned award which was made on the 30th September, 1958, shall cease to be binding as from the date of publication of this notice.

M. VILJOEN,

Minister of Labour

INHOUD.

No.	BLADSY
Departement van die Eerste Minister.	
GOEWERMENTSKENNISGEWING.	
R.1369. Wysiging van die Amptelike Voorrangslys van die Republiek van Suid-Afrika	1
Departement van Doeane-en-Aksyns.	
GOEWERMENTSKENNISGEWINGS.	
R.1361. Doeane-en-Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/49)	1
R.1362. Doeane-en-Aksynswet, 1964: Wysiging van Bylae No. 1 (No. 1/50)	2
Departement van Spoorweë en Hawens.	
GOEWERMENTSKENNISGEWING.	
R.1373. Verbeteringskennisgewing	2
Departement van Landboukrediet en Grondbesit.	
GOEWERMENTSKENNISGEWING.	
R.1382. Skaal van Gelde wat in die Kantore van die Landmeters-Generaal van Toe-passing is	3
Departement van Arbeid.	
GOEWERMENTSKENNIGEWINGS.	
R.1368. Wet op Nywerheidsversoening, 1956: Bou-en Monumentklip-messelnywerheid, Bloemfontein: Wysiging van Ooreenkoms	5
R.1384. Wet op Nywerheidsversoening, 1956: Arbitrasietoekenning: Geskil Tussen Tandartse wat Werkgewers van Tandwerkligkundiges is en Tandwerkligkundiges	13

CONTENTS.

No.	PAGE
Department of the Prime Minister.	
GOVERNMENT NOTICE.	
R.1369. Amendment of the Official Table of Precedence of the Republic of South Africa	1
Department of Customs and Excise.	
GOVERNMENT NOTICES.	
R.1361. Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/49)	1
R.1362. Customs and Excise Act, 1964: Amendment of Schedule No. 1 (No. 1/50)	2
Department of Railways and Harbours.	
GOVERNMENT NOTICE.	
R.1373. Correction Notice	2
Department of Agricultural Credit and Land Tenure.	
GOVERNMENT NOTICE.	
R.1382. Scale of Fees to be Charged in the Offices of the Surveyors-General	3
Department of Labour.	
GOVERNMENT NOTICES.	
R.1368. Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Bloemfontein: Amendment of Agreement	5
R.1384. Industrial Conciliation Act, 1956: Arbitration Award: Dispute Between Dentists who are Employers of Dental Mechanicians and Dental Mechanicians	13

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