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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1651

15 September 1972

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSELNYWERHEID, TRANSVAAL.—MEDIËSE HULPFONDSOORENKOMS

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 wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Ooreenkoms aangaan 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 14, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir 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 landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n radius van 30 myl vanaf Hoofposkantoor, Krugersdorp; die gebied binne 'n radius van 20 myl vanaf Hoofposkantoor, Vereeniging; die gebied binne 'n radius van 20 myl vanaf Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond JQ 434 wat binne genoemde radius val); die gebiede binne 'n radius van 10 myl vanaf die Hoofposkantoor van onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n radius van 20 myl vanaf Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 in die landdrostdistrik Pretoria geval het).

M. VILJOEN, Minister van Arbeid.

A—2959

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1651

15 September 1972

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.—MEDICAL AID FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the 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 Agreement, excluding those contained in clauses 1 (1), 2 and 14, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon 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 Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles of General Post Office, Krugersdorp; the area within a radius of 20 miles of General Post Office, Vereeniging; the area within a radius of 20 miles of General Post Office, Pretoria (excluding that portion of the Bantu area Uitvalgrond JQ 434 which falls within the said radius); the areas within radii of 10 miles of General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles of General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria).

M. VILJOEN, Minister of Labour.

1—3653

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID
(TRANSVAAL)

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan tussen die

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades 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 Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa;

Blanke Bouwerkersvakbond;

Operative Plasterers' Trade Union of South Africa

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

wat partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers in die Bou- en Monumentklipmesselnywerheid wat lede van die werkgewersorganisasies is en deur werknemers wat lede van die vakverenigings is, nagekom word in die landdrostrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs, die gebied binne 'n radius van 30 myl vanaf Hoofposkantoor, Krugersdorp, die gebied binne 'n radius van 20 myl vanaf Hoofposkantoor, Vereeniging, die gebied binne 'n radius van 20 myl vanaf Hoofposkantoor, Pretoria, maar uitgesonderd dié gedeelte van die Bantoegebied Uitvalgrond JQ 434, wat binne genoemde radius val, die gebiede binne 'n radius van 10 myl vanaf Hoofposkantore Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal), en in die landdrostrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n radius van 20 myl vanaf Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskenningsgewing 551 van 29 Maart 1956 binne die landdrostrik Pretoria geval het).

(2) Ondanks die bepalings van subklousule (1) hiervan, is hierdie Ooreenkoms slegs op ambagsmanne van toepassing.

2. GELDIGHEDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen volgens 'n skriftelike leerlingskontrak wat kragtens die bepalings van die Wet op Vakleerlinge, 1944, geregistreer is of wat geag word daarkragtens geregistreer te wees, en omvat dit 'n minderjarige wat kragtens daardie Wet op proef in diens is;

"ambagsman" 'n werknemer wat een van of al die volgende werksaamhede in enigeen of meer van die bedrywe hieronder aangedui, verrig en omvat ook 'n werknemer, behalwe 'n direkteur, wat aan die hoof staan van en/of toesig hou oor sodanige werknemers:

Asfaltwerk; water-/vogdigting; toesig.

Blocklêwerk.—Die plasing van blokke; skietloothoeke; rifvoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deurkosyne in posisie, maar uitgesonderd—

(i) die lê van blokke volgens 'n setmaat;

(ii) die lê van blokke wat nie in dagha of mastik gelê word, waar geen ambagsmangereedskap gebruik word nie;

(iii) die lê van blokke in die konstruksie van betonvloere en betondakke, waar geen ambagsmangereedskap gebruik word nie.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(TRANSVAAL)

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades 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 "employer's organisations"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa;

White Building Workers' Union;

Operative Plasterers' Trade Union of South Africa

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs, the area within a radius of 30 miles of General Post Office, Krugersdorp, the area within a radius of 20 miles of General Post Office, Vereeniging, the area within a radius of 20 miles of General Post Office, Pretoria, but excluding that portion of the Bantu area Uitvalgrond JQ 434 which falls within the said radius, the areas within radii of 10 miles of General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles of General Post Office, Pretoria, and which prior to the publication of Government Notice 551, dated 29 March 1956, fell within the Magisterial District of Pretoria) by all employers in the Building and Monumental Masonry Industries who are members of the employers' organisations and by the employees who are members of the trade unions.

(2) Notwithstanding the provisions of subclause (1) hereof, this Agreement shall only apply to artisans.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

"artisan" means an employee engaged in any one or more of the following operations in any one or more of the trades indicated below and includes an employee other than a director in charge of and/or supervising such employees:

Asphalting; water/damp proofing; supervising;

Blocklaying.—Setting blocks; plumbing angles; tuck pointing; the erecting, setting into position for building and all subsequent adjustment of jigs, and the setting into position of windows and door jambs, but excluding—

(i) the laying of blocks to a jig;

(ii) the laying of blocks not bedded in mortar or mastic, where no artisans' tools are used;

(iii) the laying of blocks in the construction of concrete floors and concrete roofs, where no artisans' tools are used.

Messelwerk.—Afmerkwark; bepaling van vlakke; die plaas van stene en/of ander materiaal; hoeke, staanders en profiele, met inbegrip van staalstaanders vir klipmure, loodreg stel; rivoegwerk.

Timmerwerk, skrynwark, kantoer-, winkel- en bankuitrustingswerk.—Uitmerkwark; afmerkwark; montering en vassit van vaste toebehore; saagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoehore; die vassit van gegolfe sink- en asbesplate aan agterwerk en hegstukke van hout; die vassit van leiteëls, harveyteëls, asbes-teëls en houtdakspane.

Rioolaanlegwerk.—Die lê van pype volgens 'n helling.

Vloerlêwerk.—Uitmerkwark; die saag en vassit van houtstrookvloere; die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede.

Beglasing.—Die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste.

Ruit-in-loodwerk.—Die afmerk van patrone of tekeninge op bord; die sny van glas; die bekleding van glas met lood, soldeerwerk en die invoeging van binddraad.

Metaalwerk.—Merk- en afmerkwark; die opstelling van en toesighehouding oor masjiene, behoudens die voorbehoudsbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene of, waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene toesig te hou nie; handsweis- en/of sweissoldeerwerk; handboorwerk en/of die maak van tapgate met die hand; finale vyl- en/of monterwerk; die vassit van bousmidwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

Skilderwerk.—Muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakte, maar uitgesonderd—

(i) die aanbring van die grondverflaag of, waar 'n grondverflaag nie aangebring word nie, die aanbring van die eerste verflaag op alle ongeverfde oppervlakte;

(ii) by opknappingswerk: Afstroping, verheldering, opknapping en soortgelyke werksaamhede ter voorbereiding vir die aanbring van afwerklae deur 'n ambagsman;

(iii) die aanbring van witkalk en sementstryksel op alle oppervlakte;

(iv) die aanbring van dekoratiewe bitumastik aan rioolpype;

(v) die aanbring van die eerste verflaag op staaloppervlakte wat in die winkel 'n grondlaag ontvang het;

(vi) die aanbring van 'n vloei-bare herverglanser op baksteenwerk of slasto;

(vii) die aanbring van verf op dakke, geute en geutpype;

(viii) die aanbring van chemiese kleefstowwe op golfysterdakke met behulp van 'n verfkwas;

(ix) die bespuiting van dakke met Kenitex of dergelike stowwe; en

(x) alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelike stowwe.

Pleister-, afvlakings- en granolitiese werk.—Die bereiding van voorlopige gidspleisterwerk; die beraping van materiaal op ruwe oppervlakte; afwerking met die hand na afvlakking met 'n reihout; die aanbring van vergruisde klip op kleefstof op mure.

Loodgieterswerk.—Uitmerk- en afmerkwark; die finale vassit van pype en toebehore wat gemonteer is.

Staalwerk.—Die uitleë van raamwerke wat nodig is vir die giet van 'n platblik; die in posisie plaas van die bout wat in die platblik geplaas word; toesighehouding oor die buig, plasing en vassit in posisie van staal en staalkonstruksie.

Klipwerk, klipmesselwerk en monumentwerk.—Die teken, ontwerp en afmerk van letters en versierings; die sny en gravering van letters met die hand en 'n lughamer; die finale afskuur en afwerking, volgens grootte, van klip of plaasvervangende materiaal met die hand, maar nie poleerwerk nie; die opstelling van masjiene; die plasing van klippe op 'n daghablad; uitmerkwark.

Boutimmerwerk.—Uitmerk- en afmerkwark; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting.

Teëlwerk.—Die lê van teëls of ander materiaal; hoeke in die lood bring.

Houtmasjienerwerk.—Uitmerk- en afmerkwark; die opstelling van en toesighehouding oor houtwerkmasjiene, behoudens die voorbehoudsbepaling dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene of, waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene toesig te hou nie.

Ander ambagie.—Die werk wat normaalweg gedoen word deur 'n persoon wat 'n vakleerlingskap ingevolge die Wet op Vakleerlinge, 1944, deurloop het.

“Bystandsfonds vir die Bounywerheid (Transvaal)” means the Fonds ingestel ingevolge Goewermmentskennissgewing 2828 van 5 Desember 1952, soos van tyd tot tyd gewysig, of enige daaropvolgende Ooreenkomts.

Bricklaying.—Setting out; determining levels; setting bricks and/or other materials; plumbing angles, uprights and profiles, including stanchions for walling; tuck pointing.

Carpentry, joinery, office, shop and bank fitting.—Marking out; setting out; assembly and fixing of fittings; cutting, planing and fixing finished woodwork; assembly and fixing composition materials and rough timbers; assembling of kitchen fittings; and fixing of corrugated iron and asbestos sheets to wooden backing or grounds; fixing of slate tiles, harvey tiles, asbestos slates and wooden shingles.

Drainlaying.—Laying pipes to falls.

Floor Laying.—Marking out; cutting and fixing of wooden strip flooring; setting of flooring blocks, tiles, sheeting and similar materials after completion of preparatory operations.

Glazing.—Cutting of glass or similar materials; face puttying; fixing glazing beads.

Leadlight making.—Setting out of templets or drawings on boards; cutting of glass; leading of glass, soldering and the insertion of fixing wires.

Metal work.—Marking and setting out; setting up and supervising machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines; hand welding and/or brazing; drilling and/or tapping by hand; final filing and/or assembly; the fixing of builders' smith work, metal frames and metal stairs, architectural metal work, and extruded metal.

Painting.—Paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces, but excluding—

(i) the application of the priming coat or where a priming coat is not applied, the application of the first coat of paint on all unpainted surfaces;

(ii) in renovation work: Stripping, sparkling, touching up and similar operations preparatory to the application by an artisan of finishing coats;

(iii) the application of lime wash and cement wash to all surfaces;

(iv) the application of decorative bitumastic to sewage pipes;

(v) the application of the first coat of paint on shop coated steel surfaces;

(vi) the application of any liquid reviver to brickwork or slasto;

(vii) the application of paint to roofs, gutters and downpipes;

(viii) applying chemical adhesive to corrugated iron roofs by means of a paint brush;

(ix) spraying of roofs with Kenitex or similar materials; and

(x) all work preparatory to the application of Kenitex or similar materials.

Plastering, screeding and granolithic.—Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off; applying crushed stone to adhesive on walls.

Plumbing.—Marking out, setting out; final fixing of assembled piping and fittings.

Steelwork.—Setting out any framework required for the casting of a slab; setting out of the bolt set into the slab; supervising bending, placing and fixing in position of steel and steel construction.

Stonework, masonry and monumental work.—Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar bed; marking out.

Structural carpentry.—Marking out; setting out; plumbing and levelling off columns and beams; lining up of shuttering for concreting; assembling shuttering.

Tiling.—Setting tiles or other materials; plumbing angles.

Woodmachining.—Marking out; setting out; setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines.

Other trades.—The work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944.

“Benefit Fund for the Building Industry (Transvaal)” means the Fund established in terms of Government Notice 2828 of 5 December 1952, as amended from time to time, or any superseding Agreement.

"Bouwywerheid" sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die Nywerheid waarin die werkgewers en werknemers met mekaar geassosieer is vir die oprigting, voltooiing, vernuwing, herstel, onderhoud verandering van geboue en bouwerke en/of die maak van artikels vir gebruik by die oprigting, voltooiing of verandering van geboue en bouwerke, hetsy die werk gedoen, die materiaal berei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke, of elders, en omvat alle werk verrig of uitgevoer deur persone daarin wat die volgende ambagte of onderafdelings daarvan beoefen, maar nie klerklike werknemers en administratiewe personeel nie, of die bedrading van of die installering van verligtings-, verwarmings-, of ander vaste elektriese uitrusting, of die herstel of onderhoud van hysers in gebou nie.

Asfaltwerk, wat die bedekking van vloere, plat en/of skuinsdakke, waterdig maak of vogdig maak van kelders of fondamente insluit, hetsy met bereide dakbekledingrolle of asfaltplate met geglasuurde of ongeglasuurde oppervlaktes, hetsy met of sonder gebruik van teer, macadam, neuchatel, limmer of enige ander soort vaste of halfvaste asfalt, mastiek of emulsie-asfalt of bitumen, hetsy warm of koud op sulke dakke, vloere, kelders of fondamente aangewend of nie.

Messelwerk, wat betonwerk en die bevestiging van betonblokke, plat stukke of plate, beteëling van mure en vloere, voeg van baksteenwerk, voeg maak, plavei, mosaïekwerk, voegwerk in leiklip, in marmer en in komposisie, rioolaanleg, leidkking, dakbeteëling en betonkalfater van erdepypriole insluit.

Lakpolitoerwerk, wat poleer met 'n borsel of kussing en spuit met 'n komposisie insluit.

Beglasing, wat die sny en/of insit van alle soorte glas of soortgelyke produkte in spinnings wat in hout- of metaaldeure, vensters, rame of sulke toebehore gemaak is en alle bybehorende werksaamhede insluit.

Skrynerwerk, wat die bevestiging van alle houttoebehore en die maak van alle skrynerwerkartikels wat by die toebehore behoort, insluit, hetsy die bevestiging in die gebou of bouwerk uitgevoer word deur die persoon wat die gebruikte artikel gemaak of voorberei het of nie, en sluit in muurkaste, kombuisaste of ander kombuistoehore wat as 'n permanente deel by die gebou behoort.

Ruit-in-lood-werk, wat die vervaardiging en/of insit van glas in lood en/of ander metaalruite en reklametekens insluit (uitgesonderd elektriese toebehore wat daarby behoort) en die insit van ruite wat daarby behoort.

Klipmesselwerk, wat klipkap en bou (ook die kap en bou van sier-, monument- en gedenktekenklipwerk), betonwerk en die bevestiging of bou van voorafgevormde of kunsklip of marmer, plavei, mosaïekwerk, voegwerk, beteëling van mure en vloere, werk met 'n Mall en Biax- of soortgelyke draagbare draaiskuurskyf, verstelbare sny-, afwerk- en ander klippewerkingsmasjine insluit, uitgesonderd klippoleermasjiene en skerpmaak van klippesselaarsgereedschap, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie.

Metaalwerk, wat die bevestiging van staalplafonne, metaalvensters, metaaldeure, bousmidswerk, metaalrame en metaaltrappe en boukundige metaalwerk, die maak en/of bevestiging van getrokke metaalwerk en plaat- en uitgedrukte metaal insluit, hetsy die bevestiging in die gebou of bouwerk deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie.

Verwerk, wat dekoreer, behanging, ruite insit, distemper, wit- en kleurkalk, beits, vernis, vlamverf en marmerverf en spuit, spuitskilderwerk, letterskilderwerk en muurdekorasie, die gebruik van teer en sy produkte, insluit, en sluit ook in skuurpapierbehandeling en alle voorbereidingswerk vir voorgenoemde werksaamhede, skuurpapierbehandeling van mure en houtwerk, opvul van barste in mure en stopverf in houtwerk.

Pleisterwerk, wat modelleer, modelle maak, gietvorms, maak van afgietsels aan lyste, maak en bevestiging van pleisterbordplafonne en vespleister of ander komposisies, lê van granoliet-, terrasso- en komposisievloere, komposisiemuurbedekking aanbring en poleer, werk met 'n Mall en Biax- of soortgelyke draagbare draaiskuurskyf, verstelbare sny- en afwerkmasjiene, voorafgevormde of kunsklipwerk, beteëling van vloere en mure, plaveien mosaïekwerk, plaatgaaswerk, akoustiekspuitwerk en alle bykomstige werksaamhede vir die voltooiing van plafonne en mure insluit, hetsy die bevestiging in die gebou of bouwerk gedoen word of nie deur die persoon wat die artikel wat gebruik word, maak of voorberei.

Loodgieterswerk, wat sweissoldeer en sweis, loodbrand, gasaansleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfater, ventilasie, verwarming, warm- en kouewateraanleg, brandblusaanleg en die maak en bevestiging van alle plaatmetaalwerk insluit, hetsy die bevestiging in die gebou of bouwerk gedoen word of nie deur die persoon wat die artikel wat gebruik word, maak of voorberei.

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures, and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or other permanent electrical fixtures or the repair or maintenance of lifts in buildings.

Asphalting, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements, or foundations.

Bricklaying, which includes concreting and fixing of concrete blocks, slabs or plates, tiling of walls and floors, jointing of brick work, pointing, paving, mosaic work, facing work in slate, in marble, and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains.

French Polishing, which includes polishing with a brush or pad, and spraying with any composition.

Glazing, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto.

Joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers or other kitchen fixtures, which accrue to the building as a permanent portion thereof.

Light-making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto.

Masonry, which includes stone cutting and building (also the cutting and building of ornamental, monumental and memorial stone work), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery and sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork.

Plastering, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceiling and fibrous plaster or other compositions, granolithic, terrazzo, and composition floorlaying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

Plumbing, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

Uitrus van Winkels, Kantore en Banke, wat die maak en/of aanbring van winkelfronte, vensterkaste, uitstalkaste, toonbanke, skermes en los en vaste binnetoebehore insluit.

Staalversterking en/of Staalkonstruksie, wat die aanbring van alle soorte staal- of ander metaalkolomme, lêers, staalbalke, beplating of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk, insluit; en

Houtbewerking, wat insluit timmermanswerk, fineerpaneelwerk, en poleer en skuurpapierbewerking daarvan, houtbewerking, masjienwerk, houtdraai, hout sny, bevestiging van sinkplaat, klank- en akoestiek materiaal, kurk- en asbesisolering, houtlatjies aansit, komposisiebedekking van plafonne en mure, mure boor en muurproppe insit, bedekking van houtwerk met metaal, blokkies- en ander vloere maak, insluit, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerdekkinge van kurk, met inbegrip van die skuurpapierbewerking daarvan, werk met 'n Mall en Biaz- of soortgelyke draagbare draaiskuurskyf, verstelbare sny-, afwerking- en poleermasjien, bekisting en/of bereiding van vorms of gietvorms vir beton, hetsy die aanbring of bevestiging in die gebou of bouwerk gedoen word of nie deur die persoon wat die artikel wat gebruik word, maak of voorberei: Met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se hoofbesigheid onder die Kommersiële Distribusiebedryf ressorteer, van hierdie woordskrywing uitgesluit is as daardie lê behoort by die verkoop van die linoleum en geen deel van die regstreekse koste vir die klant vorm nie;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal) wat geag word geregistreer te wees ingevolge artikel 19 van die Wet op Nywerheidsversoenings, 1956;

"bydraekaart" die amptelike kaart wat ingevolge klousule 8 elke jaar deur die Raad aan elke werknemer in die Bounywerheid uitgereik word, en vir die toepassing van hierdie Ooreenkoms het "bydraekaart" en "Vakansiefondskaart" dieselfde betekenis;

"vervoer" vervoer deur 'n gelisensieerde ambulans, en in die afwesigheid van 'n gelisensieerde ambulans of wanneer daar nie een gekry kan word nie, vervoer deur 'n taxi en/of enige gehuurde voertuig, en/of enige openbare vervoer, uitgesonderd vliegtuie, wat tydens siekte of besering as vervoermiddel gebruik word;

"afhanklike" 'n lid se wettige vrou en/of kinders (met inbegrip van stiefkinders en/of wettig aangenome kinders) wat ten volle van die lid afhanklik is en nie ingevolge enige ander skema op bystand geregtig is nie, en/of ander persone wat as sodanig deur die Bestuurskomitee toegelaat is;

"tandarts" enige persoon wat ingevolge Wet 13 van 1928 as sodanig gekwalifiseer en by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"Fonds" die fonds wat ingevolge klousule 4 van hierdie Ooreenkoms voortgesit word;

"Nywerheid" die Bou- en Monumentklippmesselnywerheid;

"Bestuurskomitee" of "Komitee" 'n komitee wat as sodanig deur die Raad ingevolge klousule 5 van hierdie Ooreenkoms aangestel word om die Fonds namens die Raad te administreer;

"doktersertifikaat" 'n skriftelike verklaring uitgereik deur 'n mediese praktisyn, en/of spesialis of tandarts, waarin die aard van die siekte, die pasiënt se naam en alle ander besonderhede wat vir die Fonds vereis kan word, vermeld word;

"mediese praktisyn" enige persoon wat ingevolge Wet 13 van 1928, gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"Monumentklippmesselnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die maak en/of oprigting van grafstene of ander monumente op grafte, en/of die opbou van grafte;

"reëls" die reëls van die Fonds wat van tyd tot tyd van krag is en soos ingevolge klousule 5 voorgeskryf;

"Sekretaris" die sekretaris van die Fonds, en omvat dit enige beaampte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"spesialis" enige persoon wat ingevolge Wet 13 van 1928 gekwalifiseer en as sodanig by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is; en

"bewys" die amptelike bewys wat die Raad uitreik, en vir die toepassing van hierdie Ooreenkoms het "seël" dieselfde betekenis.

4. VOORTSETTING VAN DIE FONDS

(1) (a) Die Mediese Hulpfonds vir die Bounywerheid, ingestel by Goewermmentskennisgewing 1164 van 20 Julie 1962 en hierna die "Fonds" genoem, word hierby voortgesit.

(b) Die Fonds bestaan uit—

(i) alle bydraes wat ooreenkomstig die bepalings van klousule 8 van hierdie Ooreenkoms in die Fonds gestort word;

(ii) alle rente wat verkry word van die belegging van enige geld van die Fonds; en

(iii) enige ander geld waarop die Fonds geregtig mag word.

Shop, Office and Bank Fitting, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures.

Steel Reinforcing and/or Steel Construction, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which form part of a building or structure; and

Woodworking, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering drilling and plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biaz or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"Council" means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"contribution card" means the official card issued by the Council in accordance with the provisions of clause 8 to each employee in the Building Industry in each year, and "contribution card" and "Holiday Fund card" shall have the same meaning for the purpose of this Agreement;

"conveyance" means transport by licensed ambulance, and in the absence of or inability to obtain a licensed ambulance, transport by taxi and/or any hired vehicle, and/or any public transport, excluding aircraft, while being used as a conveyance during illness or injury;

"dependant" means a member's legal wife, and/or children (including step-children and/or legally adopted children) who are fully dependent on the member and are not entitled to benefits under any other scheme; and/or other persons admitted as such by the Management Committee;

"dental practitioner" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 13 of 1928;

"Fund" means the fund constituted in terms of clause 4 of this Agreement;

"Industry" means the Building Industry and Monumental Masonry Industry;

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

"medical certificate" means a written statement issued by a medical practitioner and/or specialist or dental practitioner, stating the nature of the ailment, the patient's name and any other details which may be required by the Fund;

"medical practitioner" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 13 of 1928;

"Monumental Masonry Industry" means the industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves;

"rules" means the regulations of the Fund in force from time to time and as prescribed in terms of clause 5;

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

"specialist" means any person qualified and registered as such with the South African Medical and Dental Council in terms of Act 13 of 1928; and

"voucher" means the official voucher issued by the Council, and

"stamp" shall have the same meaning for the purposes of this Agreement.

4. CONSTITUTION OF THE FUND

(1) (a) The Building Industry Medical Aid Fund, established under Government Notice 1164 of 20 July 1962 and hereinafter referred to as the "Fund", is hereby constituted.

(b) The Fund shall consist of—

(i) all contributions paid into the Fund in accordance with the provisions of clause 8 of this Agreement;

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

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

(2) Alle geld wat die Fonds toeval, moet binne twee dae nadat dit ontvang is, op 'n afsonderlike rekening by 'n geregistreerde bank in die krediet van die Fonds gedeponeer word.

(3) Die geld van die Fonds moet ooreenkomstig die bepalings van klousules 7 en 11 van hierdie Ooreenkoms aangewend word, behoudens die bepalings van klousule 9 en die reëls van die Fonds.

(4) Enige geld wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as in—

- (a) effekte van die Republiek van Suid-Afrika of plaaslike bestuurseffekte;
- (b) Nasionale Spaarsertifikate;
- (c) Opspaarbankrekenings of -sertifikate;
- (d) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke; of
- (e) op enige ander wyse deur die Registrateur goedgekeur.

(5) Alle uitbetalings uit die Fonds moet per tjek geskied wat geteken is deur die Voorsitter, die Ondervoorsitter of sulke ander lede en plaasvervangers van die Raad, en mede-onderteken is deur die Sekretaris of sulke ander plaasvervangers vir die Sekretaris waartoe die Raad van tyd tot tyd mag besluit.

(6) Die doelstelling van die Fonds is die volgende:

(a) Om aan lede bystand te verleen met betrekking tot die koste van mediese dienste soos van tyd tot tyd in die reëls gemeld mag word, en wat voortvloei uit enige siekte en/of ongeluk deur hulleself of hul afhanklikes opgedoen, behoudens die reëls van die Fonds;

(b) om dié maatreëls te tref en dié stappe te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte, ongelukke en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone in diens in of betrokke by die Bounywerheid;

(c) om 'n kontrak met enige hospitaal, geregistreerde verpleeg-inrigting, geregistreerde herstellingsoord of ander dergelike inrigting aan te gaan vir die versorging van siek of herstellende lede en hul afhanklikes;

(d) om 'n kontrak met enige ander persoon, liggaam, inrigting of owerheid aan te gaan ten opsigte van mediese diens soos van tyd tot tyd in die reëls gemeld mag word;

(e) om al dié dinge te doen wat noodsaaklik is vir, bykomend is by of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van voornoemde doelstellings.

5. ADMINISTRASIE VAN DIE FONDS

(1) Die fonds word geadminestreer deur 'n Bestuurskomitee deur die Raad aangestel en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig word, saam met 'n gelyke getal verteenwoordigers van die werkgewersorganisasies wat partye by die Raad is, saam met twee plaasvervangers vir elke verteenwoordiger. Die verteenwoordigers en plaasvervangers moet lede van die Raad wees. Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n Voorsitter en 'n Ondervoorsitter, hul ampstermyn en die belê en hou van vergaderings van die Raad, is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(2) Die Fonds word geadminestreer ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar wees met die bepalings van hierdie Ooreenkoms, die Wet, of enige ander wet nie, en moet onder andere die volgende voorskryf:

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

(b) die prosedure vir die indiening en betaling van eise;

(c) enige ander sake waarvoor die Raad mag besluit.

(3) Die Raad kan te eniger tyd nuwe reëls opstel of enige bestaande reëls wysig of intrek. Afskrifte van die Fonds se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Die Komitee stel 'n sekretaris aan wat as die Sekretaris van die Fonds bekend staan en die ander personeel wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(5) Die Komitee kan enige of alle voordele weier en/of weerhou van enige lid en/of sy afhanklikes wat, na sy mening, op 'n wyse opgetree het, bereken om die belange van die Fonds of sy lede te benadeel of wat dit na alle waarskynlikheid mag doen. Met dien verstande dat aan sodanige lid die geleentheid gebied word om by die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die Komitee.

(6) Enige verskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie Ooreenkoms of rakende die administrasie van die Fonds, wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

(7) Indien die bedrag in die krediet van die Fonds te eniger tyd onderkant R20 000 daal, moet uitbetaling gestaak word en nie weer hervat word voordat die bedrag in die krediet van die Fonds R40 000 te bowe gaan nie.

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

(3) The moneys of the Fund shall be applied in accordance with the provisions of clauses 7 and 11 of this Agreement, subject to the provisions of clause 9 and the rules of the Fund.

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

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

(b) National Savings Certificates;

(c) Post Office Savings Accounts or Certificates;

(d) saving accounts, permanent shares or fixed deposits in registered building societies or banks; or

(e) in any other manner approved by the Registrar.

(5) All payments from the Fund shall be made by cheque signed by the Chairman, the Vice-chairman or such other members and alternates of the Council, and, countersigned by the Secretary or such other alternates to the Secretary as the Council may from time to time decide.

(6) The objects of the Fund shall be—

(a) to assist members in regard to the costs of medical services as may be specified in the rules from time to time, and arising from any illness and/or accident sustained by themselves or their dependants subject to the rules of the Fund;

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

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

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

(e) 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.

5. ADMINISTRATION OF THE FUND

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

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

(a) the Fund's benefits and the qualifications attached thereto;

(b) the procedure for lodging and payment of claims;

(c) any other matters which the Council may decide.

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

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

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

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

(7) If at any time the amount to the credit of the Fund drops below R20 000 payments shall cease and shall not be resumed until the amount to the credit of the fund exceeds R40 000.

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

(9) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fonds, vorm 'n las teen die Fonds.

6. OUDITERING VAN DIE FONDS

(1) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel word, word deur die Raad aangestel en moet die boeke van die Fonds minstens eenmaal per jaar ouditeer en voor of op 15 Maart in elke jaar 'n staat opstel wat die volgende aantoon:

(a) Alle gelde wat ingevolge die bepalings van hierdie Ooreenkoms ontvang is;

(b) uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig die voorafgaande 31 Desember, saam met 'n balansstaat wat die bates en laste van die Fonds op daardie datum aantoon.

(2) Die geouditeerde staat en die balansstaat van die Fonds moet daarna ter insae lê by die kantoor van die Raad en afskrifte daarvan, behoorlik deur die ouditeur gesertifiseer en deur die Voorsitter van die Raad mede-onderteken, saam met enige verslag wat deur die ouditeur daartoe uitgebring is, moet binne drie maande vanaf die verstryking van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Arbeid ingedien word.

7. MEDIESE HULPTOELAE

(1) Benewens enige ander besoldiging waarop 'n ambagsman reg het ingevolge enige ander Ooreenkoms deur die Raad gepubliseer, moet elke werkgewer aan elke ambagsman in sy diens 'n toelae van 3,5 sent per uur betaal ten opsigte van alle ure deur sodanige ambagsman gewerk: Met dien verstande dat hierdie toelae nie betaal moet word nie ten opsigte van oortydwerk, of werk verrig op Saterdag, Sondag, Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte, Kersdag en Republiekdag, of enige dag wat binne die jaarlikse verloftyd val wat voorgeskryf word in klousule 14 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2040 van 18 November 1970 of enige vervangende Ooreenkoms.

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

8. BYDRAES VAN DIE FONDS

(1) (a) Elke werkgewer moet ten opsigte van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van R2 per week aan die Fonds betaal ooreenkomstig die prosedure in subklousules (2) tot en met (8) van hierdie klousule bepaal.

(b) 'n Werkgewer het die reg om R2 per week af te trek van die besoldiging van 'n werknemer ten opsigte van wie betaling kragtens paragraaf (a) gedoen word.

(2) 'n Werkgewer mag geen bedrag ingevolge subklousule (1) hiervan betaal ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir hom werk nie.

(3) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, word die bydrae ingevolge subklousule (1) hiervan vir daardie week gemaak deur die werkgewer deur wie hy eerste gedurende daardie week vir minstens 16 uur in diens geneem was.

(4) Elke werkgewer moet ten opsigte van elke bedrag wat hy aldus ingevolge subklousule (1) van hierdie klousule betaal, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bewys uitreik, en sodanige werknemer word deur die bepalings van hierdie Ooreenkoms gebind om dié genoemde bewys te aanvaar.

(5) Elke werknemer moet, wanneer sy werkgewer 'n bewys aan hom uitreik, sodanige bewys onmiddellik plak in sy bydraekaart, wat hy moet hou.

(6) Die bewyse in subklousules (4) en (5) hiervan genoem, moet deur werkgewers van die Sekretaris gekoop word en elke werkgewer moet sorg dat daar te alle tye 'n toereikende voorraad daarvan is: Met dien verstande dat 'n werkgewer 'n terugbetaling ter waarde van enige ongebruikte bewyse van die Fonds kan verkry. Aansoek om sodanige terugbetaling moet nie later nie as ses maande na die vervaldatum van hierdie Ooreenkoms aan die Fonds gerig word.

(7) Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy diens in die Bounywerheid aanvaar het, om 'n bydraekaart aansoek doen, en elke werkgewer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet verseker dat sodanige werknemer binne 20 dae vanaf die datum waarop hy diens aanvaar het, in besit is van 'n bydraekaart.

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

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

6. AUDIT OF THE FUND

(1) A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Fund at least once annually and, not later than 15 March in each year, prepare a statement showing—

(a) all moneys received in terms of the provisions of this Agreement;

(b) expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

(2) The audited statement and the balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Secretary for Labour within three months of the close of the period covered by such statement and balance sheet.

7. MEDICAL AID ALLOWANCE

(1) In addition to any other remuneration to which an artisan may be entitled in terms of any other published Agreement of the Council, every employer shall pay to every such artisan in his employ an allowance of 3,5 cents per hour in respect of all hours worked by such artisan: Provided that this allowance shall not be paid in respect of overtime, or work performed on Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and Republic Day, or any day falling within the annual holiday period prescribed in clause 14 of the Agreement published under Government Notice R. 2040 of 18 November 1970, or any superseding Agreement.

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

8. CONTRIBUTIONS TO THE FUND

(1) (a) Every employer shall in respect of each of his employees to whom this Agreement applies, pay an amount of R2 per week to the Fund in accordance with the procedure laid down in subclauses (2) and (8) (inclusive) of this clause.

(b) An employer shall be entitled to deduct R2 per week from the remuneration of an employee in respect of whom payment is made in terms of paragraph (a).

(2) No payment shall be made in terms of subclause (1) hereof by an employer in respect of an employee who works less than 16 hours for him in any week.

(3) Where an employee is employed by two or more employers during the same week, the contribution in terms of subclause (1) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

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

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

(6) The vouchers referred to in subclauses (4) and (5) hereof shall be purchased by employers from the Secretary, and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Fund of the value of any unused vouchers. An application for such refund shall be made to the Fund not later than six months after the date of expiry of this Agreement.

(7) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding within 20 days of accepting employment in the Building Industry, and every employer, upon whom the provisions of this Agreement are binding, shall ensure that such employee is in possession of a contribution card within 20 days of the date of commencement of his employment.

(8) Bydraekaarte en bewyse wat uitgereik is, is nie oordraagbaar nie en mag ook nie gesedeer, verpand of verkoop word nie. Bewyse moet dus nie op 'n ander wyse aan 'n werknemer uitgereik word nie as ooreenkomstig die bepalings van hierdie klousule, en die waarde van bewyse wat verkry is op enige ander wyse as dié wat in hierdie klousule voorgeskryf word, word *ipso facto* aan die algemene fondse van die Fonds verbeur saam met enige voordele wat 'n lid ingevolge hierdie Ooreenkoms ten opsigte daarvan toeval.

(9) Die Raad kan na goedvinde die bewys en bydraekaarte, uitgereik deur die Fonds en in hierdie klousule genoem kombineer met enige ander bewyse of bydraekaarte wat reeds deur die Raad uitgereik is ten opsigte van enige ander fondse wat deur die Raad geadministreer word, en dit neem die vorm aan wat die Raad van tyd tot tyd mag vaststel.

(10) (a) 'n Werkgewer wat versuim of nalaat om die bewyse, voorgeskryf ingevolge die bepalings van hierdie klousule, op die vervaldatum te koop en uit te reik, moet rente betaal teen die koers van 10 (tien) persent per jaar op die waarde van sodanige bewyse vanaf die datum waarop dit gekoop moes gewees het tot die datum waarop dit werklik gekoop is.

(b) Waar bydraes vir bewyse soos beskryf in subklousule (9) hiervan ingesamel word by wyse van rekenoutomaataanslae, moet elke werkgewer wat versuim om te betaal op die geldige datum soos bepaal in subklousule (4) hiervan, wanneer hy deur die Raad beveel word om dit te doen, 'n bedrag by die Raad deponeer gelykstaande aan die bydraes van vier weke of die periode wat hy agterstallig is, welke een van die twee die Raad oorkal op mag besluit.

(11) 'n Lid wat as gevolg van die feit dat hy werkloos is, of in 'n gebied werk wat geleë is buite die gebied waarop hierdie Ooreenkoms van toepassing is, nie bydraes ingevolge hierdie klousule betaal nie, kan, indien hy verlang om op bystand aanspraak te maak, aan die Raad die bedrag van R2 per week betaal. Die Raad reik aan die betrokke lid 'n spesiale bewys uit ten opsigte van elke sodanige betaling en genoemde lid moet genoemde bewys in sy bydraekaarte vasplak op die ruimte in sodanige bydraekaarte waarop dieselfde datum verskyn as dié waarop die bewys uitgereik word. Die bewys in hierdie subklousule gemeld, is in dié vorm wat die Raad van tyd tot tyd mag vaststel.

9. LIDMAATSKAP VAN DIE FONDS

(1) Alle werknemers op wie hierdie Ooreenkoms van toepassing is, is bevoeg vir lidmaatskap van die Fonds.

(2) Persone, uitgesonderd dié persone in subklousule (1) hiervan gemeld, wat regstreeks betrokke is of was by of in diens is of was in die Boynwyerheid, kan na goedvinde van die Raad as lid van die Fonds toegelaat word en die bepalings van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persone wat aldus toegelaat word.

(3) Lidmaatskap van die Fonds eindig—

(a) sodra 'n lid om enige rede hoegenaamd nie meer weekliks bewyse ingevolge klousule 8 van hierdie Ooreenkoms of uit die Stabilisasiefonds ingestel by Goewermentskennissgewing R. 1983 van 8 Desember 1967 ontvang nie: Met dien verstande dat lidmaatskap behou word in gevalle waar lede siektebystand ontvang van die Bystandsfonds ingestel by Goewermentskennissgewing 2828 van 5 Desember 1952;

(b) wanneer 'n lid vir 'n tydperk van meer as een maand versuim om die bydraes in klousule 8 (11) voorgeskryf aan die Fonds te betaal;

(c) sodra 'n lid 'n betrekken en of diens in enige ander nywerheid aanvaar; en

(d) in die geval van alle lede wat, nadat hulle vir een jaar voordele ontvang het, deur 'n mediese praktisyn en/of spesialis verklaar word as chronies siek, permanent onbekwaam, geheel en al ongeskik en nie in staat om 'n ambag in die Nywerheid te beoefen nie: Met dien verstande dat bevoegde afhanklikes van sodanige lede, na die goedvinde van die Komitee, toegelaat kan word om lid te bly onder dié voorwaardes wat hy mag vasstel;

10. BETALING VAN BYSTAND

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

11. VOORDELE VAN DIE FONDS

Behoudens die bepalings van die reëls van die Fonds, kom elke lid, en ook sy vrou en afhanklikes, gesamentlik in aanmerking vir geldelike bystand wat in 'n bepaalde kalenderjaar tot R1 000 beperk word ten opsigte van mediese dienste.

12. VERSTRYKING VAN DIE OOREENKOMS

(1) By verstryking van hierdie Ooreenkoms of enige verlenging daarvan en in geval geen daaropvolgende ooreenkoms aangegaan word nie vir die doel om die werksaamhede van die Fonds binne 12 maande vanaf die verstryking van hierdie Ooreenkoms of enige verlenging daarvan, voort te sit nie, word die Fonds deur die Bestuurskomitee geadministreer en, ingeval 'n daaropvolgende

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

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

(10) (a) An employer who fails or omits to purchase and issue the vouchers prescribed in terms of the provisions of this clause on due date shall pay interest at the rate of 10 (ten) per cent per annum on the value of such vouchers from the date on which they should have been purchased to the date on which they were actually purchased.

(b) Where contributions for vouchers as described in subclause (9) hereof are being collected by means of computer assessments, every employer who fails to pay any contribution on due date, as laid down in subclause (4) hereof, shall, when called upon by the Council to do so, deposit with it an amount equal to the amount of the contributions for four weeks or for the period he is in arrears, whichever the Council may decide.

(11) A member who, whether by reason of the fact that he is unemployed or is employed in an area outside the area to which this agreement applies, does not make contributions in terms of this clause, may, if he desires to remain eligible for benefits, pay to the Council the sum of R2 per week. The Council shall issue the member concerned with a special voucher in respect of each such payment and the said member shall fix the said voucher in his contribution card in the space in such contribution card on which appears the same date as that on which the voucher is issued. The voucher referred to in this subclause shall be in such form as may be determined by the Council from time to time.

9. MEMBERSHIP OF THE FUND

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

(2) Persons, other than those referred to in subclause (1) hereof, who are or were directly engaged or employed in the Building Industry, may be admitted to membership of the Fund at the discretion of the Council, and the provisions of this Agreement shall *mutatis mutandis* apply to any persons so admitted.

(3) Membership of the Fund shall terminate—

(a) immediately a member for any reason whatsoever fails to receive vouchers weekly in terms of clause 8 of this Agreement or from the Stabilization Fund established under Government Notice R. 1983 of 8 December 1967: Provided that membership shall be maintained in cases where members are receiving sick benefits from the Benefit Fund established under Government Notice 2828 of 5 December 1952;

(b) when a member fails to pay the contributions prescribed in clause 8 (11) to the Fund for a period of more than one month;

(c) directly a member accepts an engagement and/or employment in any other industry; and

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

10. PAYMENTS OF BENEFITS

Payments of benefits shall be made in respect of members and their dependants in accordance with the rules of the Fund.

11. BENEFITS OF THE FUND

Subject to the provisions of the rules of the Fund, every member, together with his wife and dependants shall be jointly eligible to receive pecuniary assistance limited to R1000 in respect of medical services in any one calendar year.

12. EXPIRY OF THE AGREEMENT

(1) Upon the expiry of this Agreement or any extension thereof and, in the event of no subsequent agreement being negotiated for the purpose of continuing the operations of the Fund within 12 months from the expiry of this Agreement or any extension thereof, the Fund shall continue to be administered by the Management Committee, and, in the event of a subsequent

ooreenkoms nie binne 'n tydperk van drie jaar vanaf die vervaldatum van hierdie Ooreenkoms of enige verlenging daarvan, gesluit word nie, word die Fonds ingevolge klousule 13 deur die Bestuurskomitee gelikwideer.

Ingeval die Bestuurskomitee nie in staat is om die Fonds ingevolge hierdie klousule te administreer en/of te likwideer nie, en/of nie in staat is nie of onwillig is om sy pligte na te kom, of daar 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onuitvoerbaar of onwenslik maak kan hy 'n kurator of kuratore aanstel om die pligte van die Komitee uit te voer en wat al die bevoegdhede van die Komitee vir sulke doeleindes besit.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bestuurskomitee wat op daardie tydstip diens doen, voortgaan om die Fonds te administreer. Enige vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, om te verseker dat daar 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Raad is. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of daar 'n dooie punt daaroor ontstaan wat die administrasie van die Fonds na die mening van die Nywerheidsregistrator onuitvoerbaar of onwenslik maak, kan hy 'n kurator of kuratore aanstel om die pligte van die Komitee uit te voer, en sodanige kuratore het al die bevoegdhede van die Komitee vir hierdie doeleindes.

By verstryking van die Ooreenkoms word die Fonds ingevolge klousule 13 van hierdie Ooreenkoms gelikwideer deur die Komitee wat dan diens doen of die kurator of kuratore wat deur die Nywerheidsregistrator aangestel is.

13. LIKWIDASIE VAN DIE FONDS

By likwidasië van die Fonds ingevolge klousule 12 hiervan en nadat alle krediteure en alle administrasie- en likwidasiëkoste betaal is, moet daar oor die geld in die krediet van die Fonds soos volg beskik word:

(1) Behoudens die goedkeuring van die Registrator moet dit of in die algemene fondse van die Raad gestort word om gebruik te word vir soortgelyke doeleindes as dié waarvoor die oorspronklike Fonds ingestel was; of

(2) (i) twee vyfdes moet gaan na die werkgewersorganisasies wat in die Raad verteenwoordig is op die ontbindingsdatum of die verstryking van die Ooreenkoms, naamlik die vroegste datum, in verhouding tot die getal volwaardige lede ingevolge die Wet in elke sodanige organisasie op die likwidasiëdatum;

(ii) twee vyfdes moet gaan na die vakverenigings wat in die Raad verteenwoordig is op die ontbindingsdatum of die verstryking van die Ooreenkoms, naamlik die vroegste datum, en moet tussen sodanige vakverenigings verdeel word in verhouding tot die volwaardige lede van elke vakvereniging op die likwidasiëdatum. Die uitdrukking "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was;

(iii) oor een vyfde moet ingevolge artikel 34 (4) (c) van die Wet beskik word.

14. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) enige perseel of plek binne te gaan waarin die Bounywerheid uitgeoefen word, te enige tyd wanneer hy redelikerwys meen dat enige persoon daarin in diens is;

(b) alle persone wat hy in of op die perseel of plek vind, mondeling te ondervra, hetsy alleen of in die teenwoordigheid van enige ander persone wat hy geskik ag met betrekking tot sake betreffende hierdie Ooreenkoms, en van sulke persone te vereis om die vrae wat gestel word, te beantwoord; en

(c) die voorlegging van dié boeke, tydstaats, rekords en dokumente te vereis en dit na te gaan, te ondersoek en afskrifte daarvan te maak soos wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

(2) Wanneer die agent 'n perseel of plek binnegaan, inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.

(3) Alle persone vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent alle fasiliteite in hierdie klousule genoem, verleen.

15. BYSTAND ONVERVREEMBAAR

Die bystand deur die Fonds verskaf, is nie oordraagbaar nie en enige lid wat poog om sy regte oor te maak, oor te dra, te sedgeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op enige bystand hoegenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

agreement not being negotiated within a period of three years from the date of expiry of this Agreement or any extension thereof, the Fund shall be liquidated by the Management Committee in terms of clause 13.

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

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

Upon the expiry of this Agreement the Fund shall be liquidated in terms of clause 13 of this Agreement by the Committee in office or the trustee or trustees appointed by the Industrial Registrar.

13. LIQUIDATION OF THE FUND

Upon liquidation of the Fund in terms of clause 12 hereof, and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be disposed of as follows:

(1) Subject to the approval of the Registrar, either into the general funds of the Council to be used for a similar purpose to that for which the original Fund was established; or

(2) (i) two-fifths to the employers' organisations represented on the Council at the date of its dissolution or the expiry 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;

(ii) two-fifths to the trade unions represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the members being in good standing of each trade union as at the date of liquidation; the expression "membership" being limited to those members who were covered by this Agreement;

(iii) one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

14. AGENTS

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

(a) enter any premises or place in which the Building Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put; and

(c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to in this clause.

15. BENEFITS INALIENABLE

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

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale en in die vorm by die regulasies kragtens die Wet voorgeskryf, vertoon in elke werkswinkel, by elke werk of in elke werf waar hy sake doen en in 'n opvallende plek wat maklik toeganklik is vir al sy werknemers.

17. VRYSTELLINGS

Die Raad kan, op aanbeveling van die Bestuurskomitee of by eie besluit, vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperk wat hy mag vasstel.

Op hede die 9de dag van Junie 1972 in Johannesburg onderteken.

N. G. LEVEY, Voorsitter van die Raad.

G. H. BEETGE, Ondervoorsitter van die Raad.

D. B. EHLERS, Sekretaris van die Raad.

16. EXHIBITION OF AGREEMENT

Every employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act in every workshop, job or yard where he carries on business and in a conspicuous position easily accessible to all employees.

17. EXEMPTIONS

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

Signed at Johannesburg this 9th day of June 1972.

N. G. LEVEY, Chairman of the Council.

G. H. BEETGE, Vice-Chairman of the Council.

D. B. EHLERS, Secretary of the Council.

Die Afrikaanse Woordeboek

DELE I, II, III, IV en V

Deel een, twee, drie, vier en vyf van die Afrikaanse Woordeboek bevattende die letters A,B,C; D,E,F; G; H,I; en J,K; respektiewelik, is van die Staatsdrukker, Pretoria en Kaapstad teen die volgende pryse verkrygbaar:—

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CONTENTS

<i>No.</i>	<i>Page</i>
Labour, Department of Government Notice	
R.1651. Industrial Conciliation Act, 1956: Build- ing and Monumental Masonry Industries, Transvaal: Medical Aid Fund Agreement	1

