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GOWERMENTSKENNISGEWINGS

DEPARTEMENT VAN FINANSIES

No. R. 114

29 Januarie 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/6)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

GOVERNMENT NOTICES

DEPARTMENT OF FINANCE

No. R. 114

29 January 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/6)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

G. MARAIS,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
32.15			Deur subpos No. 3215.90.30 te skrap.			

Opmerking.—Die spesifieke voorsiening vir skryfink word geskrap.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
32.15			By the deletion of subheading No. 3215.90.30.			

Note.—The specific provision for writing ink is deleted.

No. R. 115

29 Januarie 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/7)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,

Adjunk-minister van Finansies.

No. R. 115

29 January 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/7)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
39.19	“.41	9	Deur na subpos No. 3919.10.40 die volgende in te voeg: Van tweeassig-georiënteerde polimere van propileen (uitgesonderd dié wat aan beide kante selfklewend is), met 'n wydte van hoogstens 25 mm en met 'n waarde vir belastingdoeleindes van meer as 1 300c/m ²	m ²	vry"	

Opmerking.—Spesifieke voorsiening word gemaak vir selfklewende plate, velle, film, foelie, band, reep en ander plat vorms in rolle, van tweeassig-georiënteerde polimere van propileen (uitgesonderd dié wat aan beide kante selfklewend is), met 'n wydte van hoogstens 25 mm en met 'n waarde vir belastingdoeleindes van meer as 1 300c/m², teen 'n skaal van reg van vry.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
39.19	“.41	9	By the insertion after subheading No. 3919.10.40 of the following: Of biaxially oriented polymers of propylene (excluding that which is self-adhesive on both sides), of a width not exceeding 25 mm and of a value for duty purposes exceeding 1 300c/m ²	m ²	free"	

Note.—Specific provision is made for self-adhesive plates, sheets, film, foil, tape, strip and other flat shapes in rolls, of biaxially oriented polymers of propylene (excluding that which is self-adhesive on both sides), of a width not exceeding 25 mm and of a value for duty purposes exceeding 1 300c/m², at a rate of duty of free.

No. R. 116

29 Januarie 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/8)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,

Adjunk-minister van Finansies.

No. R. 116

29 January 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/8)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
82.02	“.20	0	Deur na subpos No. 8202.20.10 die volgende in te voeg: Met 'n wydte van minstens 13 mm maar hoogstens 40 mm, van hoëspoedbimetaal	kg	10%"	

Opmerking.—Afsonderlike voorsiening word gemaak vir bandsaaglemme met 'n wydte van minstens 13 mm maar hoogstens 40 mm, van hoëspoedbimetaal, teen 'n skaal van reg van 10%.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
82.02	“.20	0	By the insertion after subheading No. 8202.20.10 of the following: Of a width of 13 mm or more but not exceeding 40 mm, of high speed bimetal	kg	10%"	

Note.—Separate provision is made for band saw blades of a width of 13 mm or more but not exceeding 40 mm, of high speed steel, at a rate of duty of 10%.

No. R. 117

29 Januarie 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/9)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 117

29 January 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/9)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
96.12	"9612.10	7	Deur subpos No. 9612.10 deur die volgende te vervang: Linte: Van poliëtileentereftalaat, met 'n wydte van meer as 5 mm maar hoogstens 8 mm, nie op spoele of in laaikassies nie		vry	
	.10	7				
	.90	5	Ander		20%''	

Opmerking.—Subpos No. 9612.10 word herskryf en die uitwerking daarvan is dat afsonderlike voorsiening gemaak word vir linte van poliëtileentereftalaat, met 'n wydte van meer as 5 mm maar hoogstens 8 mm, nie op spoele of in laaikassies nie, teen 'n skaal van reg van vry.

SCHEDULE

Head-ing	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota-tions
96.12	"9612.10	7	By the substitution for subheading No. 9612.10 of the following: Ribbons: Of polyethylene terephthalate, of a width exceeding 5 mm but not exceeding 8 mm, not on spools or in cartridges		free	
	.10	7				
	.90	5	Other		20%''	

Note.—Subheading No. 9612.10 is restated and the effect thereof is that separate provision is made for ribbons of polyethylene terephthalate, of a width exceeding 5 mm but not exceeding 8 mm, not on spools or in cartridges, at a rate of duty of free.

No. R. 129

29 Januarie 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/8)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 129

29 January 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/8)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

I Korting- item	II			III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.		
320.08	"44.08	01.00	45	Deur na tariefpos No. 40.16 die volgende in te voeg: Hout, vir die vervaardiging van potlode	Volle reg''

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op hout vir die vervaardiging van potlode.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
320.08	"44.08	01.00	45	By the insertion after tariff heading No. 40.16 of the following: Wood, for the manufacture of pencils	Full duty''

Note.—Provision is made for a rebate of the full duty on wood for the manufacture of pencils.

No. R. 130

29 Januarie 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/9)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

K. D. S. DURR,
Adjunk-minister van Finansies.

No. R. 130

29 January 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/9)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

K. D. S. DURR,
Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
306.03	84.79	01.00	46	Deur na tariefpos No. 28.35 die volgende in te voeg: Drukbuiseenhede, vir die verpakking van tandepasta	Volle reg	

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op drukbuiseenhede vir die verpakking van tandepasta.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
306.03	84.79	01.00	46	By the insertion after tariff heading No. 28.25 of the following: Dispenser units, for the packaging of toothpaste	Full duty	

Note.—Provision is made for a rebate of the full duty on dispenser units for the packaging of toothpaste.

DEPARTEMENT VAN MANNEKRAG

No. R. 105

29 Januarie 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-KAAP.—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings R. 2367 van 28 Oktober 1983, R. 2079 van 21 September 1984 en R. 1384 van 28 Junie 1985, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

DEPARTMENT OF MANPOWER

No. R. 105

29 January 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST CAPE.—CANCELLATION OF GOVERNMENT NOTICES

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 2367 of 28 October 1983, R. 2079 of 21 September 1984 and R. 1384 of 28 June 1985, with effect from the second Monday after the date of publication of this notice.

P. T. C. DU PLESSIS,
Minister of Manpower.

No. R. 106

29 Januarie 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-KAAP.—WYSIGING VAN HOOFOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang

No. R. 106

29 January 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST CAPE.—AMENDMENT OF MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice,

van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1988 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 6 van Deel I en 1 (a), 2 en 7 van Deel II, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1988 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, OOS-KAAP OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association, East Cape

Electrical Contracting and Allied Industries Association (Eastern Cape)

en die

Electrical Contractors' Association (South Africa)

(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

South African Electrical Workers' Association

Electrical and Allied Workers' Trade Union of South Africa

en die

Operative Plumbers' Association of Port Elizabeth

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Kaap, om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 392 van 27 Februarie 1987 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng en gewysig deur Goewermentskennisgewings R. 2023 van 18 September 1987 en R. 2712 van 11 Desember 1987, te wysig.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings;
 - in die landdrosdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes; Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown, Riversdal, Uitenhage, Uniondale en in daardie gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.
- (2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—
- van toepassing slegs op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlinge;
 - van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie;
 - van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs;

shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1988, 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, excluding those contained in clauses 1 (1) (a), 2 and 6 of Part I and 1 (a), 2 and 7 of Part II, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, EAST CAPE

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between

Master Builders and Allied Trades Association, East Cape

Electrical Contracting and Allied Industries Association (Eastern Cape)

and the

Electrical Contractor's Association (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

South African Electrical Workers' Association

Electrical and Allied Workers' Trade Union of South Africa

and the

Operative Plumbers' Association of Port Elizabeth

(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, East Cape,

to amend the Agreement published under Government Notice R. 392 of 27 February 1987 (hereinafter referred to as the Re-enacting Agreement), as extended and amended by Government Notices R. 2023 of 18 September 1987 and R. 2712 of 11 December 1987.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

- by all employers and employees who are members of the employers' organisations and the trade unions, respectively;
- in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage, Uniondale and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

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

- only apply to those classes of employees for whom wages are prescribed in this Agreement and to learners;
- apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;
- apply to labour-only contractors, working partners and working directors;

- (d) nie van toepassing op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoesighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding nie;
- (e) nie van toepassing op klerke of op werknemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel nie.
- (3) Ondanks subklousule (1) (a) is klousules 12, 13, 15 (2) en (3), 27 en 40 van Deel I van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2217 van 30 Oktober 1980, soos gewysig en herbekragtig, nie van toepassing in Gebiede B, C, D, E en F nie.

2. KLOUSULE 3.—SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

“3. SPESIALE BEPALINGS

Klousules 27, 29, 33, 34 en 43 van Deel I van die ‘Vorige Ooreenkoms’, en soos hieronder gewysig, is van toepassing op werkgewers en werknemers.”

3. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

“4. ALGEMENE BEPALINGS

Klousules 3 tot en met 26, 28, 30 tot en met 32, 35 tot en met 42, 44 en 45 van Deel I van die ‘Vorige Ooreenkoms’, en soos hieronder gewysig, is van toepassing op werkgewers en werknemers.”

4. KLOUSULE 15 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—BEWARING EN VERSKAFFING VAN GEREEDSKAP

Vervang klousule 15 deur die volgende:

“15. VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) 'n Werkgewer moet by alle werkplekke en in alle skure en werkwinkels 'n toesluitplek verskaf waar werknemers se gereedskap te eniger tyd weggesluit kan word. Dit is nie op loswerk van toepassing nie.

(b) Dit is die verantwoordelikheid van die werkgewer om toesluitplekke buite die normale werkure behoorlik en veilig toegesluit te hou.

(c) 'n Werkgewer moet die gereedskap van 'n werknemer in klousule 8 (1) (a) (v), (vii) en (ix) in Gebied A bedoel teen verlies weens brand en/of diefstal verseker.

(d) Indien 'n werkgewer versuim om 'n toesluitplek ingevolge paragraaf (a) te verskaf, of as 'n werkgewer versuim om 'n toesluitplek ná die gewone werkure behoorlik en/of veilig toegesluit te hou ingevolge paragraaf (b), of as 'n werkgewer versuim om die gereedskap van 'n werknemer teen verlies weens brand en/of diefstal te verseker, is sodanige werkgewer vir die verlies van gereedskap aanspreeklik as 'n werknemer sy gereedskap as gevolg van sodanige optrede of versuim verloor en moet hy aan die Raad die bedrag betaal van die waarde van die verlore gereedskap of dié kleiner bedrag wat deur die Raad as die waarde van die verlore gereedskap vasgestel word.

(e) 'n Werknemer is nie geregtig op betaling vir die verlies van sy gereedskap as gevolg van diefstal nie, tensy hy die diefstal van sy gereedskap so gou doenlik by die werkgewer en die Suid-Afrikaanse Polisie aangegee het.

(2) 'n Werknemer is nie geregtig op betaling vir die verlies van sy gereedskap as gevolg van diefstal nie, tensy die gereedskap geplaas word in die toesluitplek wat verskaf word en gebêre word in sy gereedskapkis wat te alle tye veilig toegesluit moet kan word. 'n Werknemer is daarvoor verantwoordelik om sy gereedskap in sy gereedskapkis te plaas en om sodanige gereedskapkis behoorlik toegesluit te hou.

(3) Die werkgewers moet slypstene of amarilskywe vir die skerpmaak van gereedskap by die werkplek verskaf. Hierdie subklousule is nie op loswerk van toepassing nie.

(4) Werkgewers moet die volgende verskaf in die geval van:

(a) *Asfaltwerkers*.—Rollers, borsels en reihoute.

(b) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en snystukke langer as 30 cm en alle hamers met 'n massa van meer as 1,5 kg, ystersaaglemme en sae om asbes mee te saag.

(c) *Klipmesselaars en -kappers*.—Gereedskap om graniet of sandsteen mee te bewerk, kloue en skermbrille; geskikte afdakke vir klipkappers, waarvan die dak minstens 3 m hoog moet wees. Hierdie reël geld nie by klein werkies op boupursele nie.

(d) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

(e) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff.

(3) Notwithstanding the provisions of subclause (1) (a), the provisions of clauses 12, 13, 15 (2) and (3), 27 and 40 of Part I of the Agreement published under Government Notice R. 2217 of 30 October 1980, as amended and re-enacted, shall not apply in Areas B, C, D, E and F.

2. CLAUSE 3.—SPECIAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

“3. SPECIAL PROVISIONS

The provisions, contained in clauses 27, 29, 33, 34 and 43 of Part I of the ‘Former Agreement’ and as amended hereunder, shall apply to employers and employees.”

3. CLAUSE 4.—GENERAL PROVISIONS

Substitute the following for clause 4 of the Re-enacting Agreement:

“4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 26 inclusive, 44 and 45 Part I of the ‘Former Agreement’, and as amended hereunder, shall apply to employers and employees.”

4. CLAUSE 15 OF PART I OF THE FORMER AGREEMENT.—STORAGE AND PROVISION OF TOOLS

Substitute the following for clause 15:

“15. INSURANCE AND PROVISION OF TOOLS

(1) (a) An employer shall provide a lock-up on all jobs and in all sheds and workshops for locking up employees’ tools at any time. This shall not apply to jobbing.

(b) An employer shall be responsible for keeping lock-ups properly and/or securely locked outside normal working hours.

(c) An employer shall insure the tools of an employee referred to in clause 8 (1) (a) (v), (vii) and (ix) in Area A against fire and/or theft.

(d) If an employer fails to provide a lock-up in terms of paragraph (a), or if an employer after normal working hours fails to keep a lock-up properly and/or securely locked in terms of paragraph (b), or if an employer fails to insure the tools of an employee against loss by fire and/or theft, such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools and shall pay to the Council the value of tools lost or such lesser amount determined by the Council as the value of the tools lost.

(e) An employee shall not be entitled to payment for the loss of his tools as a result of theft unless he has reported the theft of his tools to the employer and the South African Police as soon as practicable.

(2) An employee shall not be entitled to payment for the loss of his tools as a result of theft unless tools are placed in the lock-up provided and are stored in his tool box which must be capable of being securely locked at all times. An employee shall be responsible for placing his tools in his tool box and for keeping such tool box properly locked.

(3) Employers shall supply grindstones or emery wheels for sharpening tools on the job. This subclause shall not apply to jobbing work.

(4) Employers shall provide in the case of:

(a) *Asphalters*.—Rollers, brushes and straight-edges.

(b) *Carpenters*.—All cramps, hand screws, glue brushes, wrenches, crowbars, augers and bits over 30 cm long and all hammers over 1,5 kg, hacksaw blades and saws for cutting asbestos.

(c) *Masons and stonecutters*.—Tools for working granite or sandstone, claws and safety goggles; suitable sheds for stonecutters, the roof of which must not be less than 3 m high. This rule shall not apply to small jobs on building sites.

- (d) *Skilders, glaswerkers en plakkers.*—Alle gereedskap, uitgesonderd stopverfmesse, glassnyers, stoffers en plakkwaste en skêre.
- (e) *Pleisteraars.*—Daghaplanke en standers ongeveer 76 cm hoog, rollers, reihoute en spesiale gereedskap vir granoliet.
- (f) *Loodgieters en gasaanleërs.*—Masjiene wat in 'n werkwinkel of by 'n werk gebruik word;
- afsteekpenne en klinkstawe en bore van alle groottes;
- draadsnygereedskap soos stokke en snymoere, snytappe en sper-ratte;
- pypsnijgereedskap en -skroewe;
- spesiale en swaar kalfaatysters en vuurkonkas;
- metaalpotte en groot gietlepel;
- beitels, ponse en muurpenne langer as 22 cm;
- soldeeroute;
- vyle en ystersaaglemme;
- drewels met 'n diameter van meer as 5 cm;
- klinknaelstelle van grootte No. 12 en groter, en groefkap-gereedskap;
- plaatmetaalwerkershamers en swaar klophamers;
- ponse, hol of solied, met 'n diameter van meer as 6,4 mm;
- moersleutels en tange langer as 30 cm;
- buigvere, 5 cm lank of langer, indien daarom gevra word."

5. KLOUSULE 23 VAN DEEL I VAN DIE VORIGE OOREEN-KOMS.—UITGAWES VAN DIE RAAD

- (1) In subklausule (1) (a) (i), vervang die uitdrukkings "R1,00" en "50c" deur onderskeidelik die uitdrukkings "R1,26" en "63c".
- (2) In subklausule (1) (a) (ii), vervang die uitdrukkings "50c" en "25c" deur onderskeidelik die uitdrukkings "64c" en "32c".

6. KLOUSULE 33 VAN DEEL I VAN DIE VORIGE OOREEN-KOMS.—HEFFING VIR WERKGEWERSORGANISASIE

In subklausule (1) (a), vervang die uitdrukking "30c" deur die uitdrukking "35c".

7. KLOUSULE 37 VAN DEEL I VAN DIE VORIGE OOREEN-KOMS.—JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE MET BESOLDIGING EN DIE VAKANSIEFONDS VIR DIE BOU-NYWERHEID, OOS-KAAP

- (1) Vervang subklausule (3) (a) deur die volgende:
- "(3) (a) aan elkeen van ondergenoemde werknemers in sy diens, vir die gewone tyd wat elke sodanige werknemer in sy diens gewerk het, die volgende Vakansiefondstoele betaal en sodanige toelae moet betaling vir Geloofstogdag, Kersdag en Nuwejaarsdag insluit:

Klas werknemer en Gebied	Per uur c
(i) Algemene werknemers—	
Gebied A	23
Gebied B	18
Gebied C	16
Gebied D	12
Gebied E	18
Gebied F	18
(ii) Halfgeskoolde werknemers—	
Gebied A	24
Gebied B	24
Gebied C	22
Gebied D	12
Gebied E	21
Gebied F	23
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A	24
Gebied B	24
Gebied C	22
Gebied D	12
meer as 2 722 kg maar hoogstens 4 536 kg:	
Gebied A	26
Gebied B	25
Gebied C	23
Gebied D	13
meer as 4 536 kg:	
Gebied A	28
Gebied D	14

- (d) *Painters, glaziers and paperhangers.*—All tools except putty knives, glass cutters, dusters and paperhangers' brushes and scissors.
- (e) *Plasterers.*—Mortar boards and stands of approximately 76 cm in height, rollers, straight-edges and special granolithic tools.
- (f) *Plumbers and gasfitters.*—Machines used in shop or on job;
- stake and rivetting bars and drills of all sizes;
- screwing tackle, such as stock, dies, taps and ratchets;
- pipe-cutting tools and vices;
- special and heavy caulking irons and fire-pots;
- metal pots and large ladles;
- chisels, punches and wall pins over 22 cm in length;
- soldering irons;
- files and hacksaw blades;
- mandrills over 5 cm in diameter;
- rivet sets from No. 12 rivet and over, and grooving tools;
- sheet metal worker's mallets and heavy dressers;
- punches 6,4 mm in diameter, hollow or solid;
- wrenches and tongs over 30 cm in length;
- bending springs 5 cm or over if asked for."

5. CLAUSE 23 OF PART I OF THE FORMER AGREEMENT.—COUNCIL EXPENSES

- (1) In subclause (1) (a) (i), substitute the expressions "R1,26" and "63c" for the expressions "R1,00" and "50c" respectively.
- (2) In subclause (1) (a) (ii), substitute the expressions "64c" and "32c" for the expressions "50c" and "25c" respectively.

6. CLAUSE 33 OF PART I OF THE FORMER AGREEMENT.—EMPLOYERS' ORGANISATION LEVY

In subclause (1) (a), substitute the expression "35c" for the expression "30c".

7. CLAUSE 37 OF PART I OF THE FORMER AGREEMENT.—ANNUAL LEAVE, PAID PUBLIC HOLIDAYS AND THE BUILDING INDUSTRY HOLIDAY FUND, EAST CAPE

- (1) Substitute the following for subclause (3) (a):
- "(3) (a) each of the undermentioned employees in his employ in respect of the ordinary time worked by each such employee in his employ the following Holiday Fund allowance which allowance shall include payment in respect of Day of the Vow, Christmas Day and New Year's Day:

Category of employee and Area	Per hour c
(i) General employees—	
Area A	23
Area B	18
Area C	16
Area D	12
Area E	18
Area F	18
(ii) Semi-skilled employees—	
Area A	24
Area B	24
Area C	22
Area D	12
Area E	21
Area F	23
(iii) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg:	
Area A	24
Area B	24
Area C	22
Area D	12
over 2 722 kg but not exceeding 4 536 kg:	
Area A	26
Area B	25
Area C	23
Area D	13
over 4 536 kg:	
Area A	28
Area D	14

<i>Klas werknemer en Gebied</i>	<i>Per uur</i> c	<i>Category of employee and Area</i>	<i>Per hour</i> c
(iv) Ambagsmanne, voormanne en algemene voormanne—		(iv) Journeymen, foremen and general foremen—	
Gebied A	58	Area A	58
(v) Ambagsmansassistenten—		(v) Journeyman's assistants—	
Gebied A	29	Area A	29
Gebied B	27	Area B	27
Gebied C	25	Area C	25
Gebied D	14	Area D	14
Gebied E	22	Area E	22
Gebied F	24	Area F	24
(vi) Leerlinge—		(vi) Learners—	
vir die eerste jaar diens:		for the first year of employment:	
Gebied A	24	Area A	24
Gebied B	18	Area B	18
Gebied C	17	Area C	17
Gebied D	12	Area D	12
Gebied E	18	Area E	18
Gebied F	18	Area F	18
vir die tweede jaar diens:		for the second year of employment:	
Gebied A	27	Area A	27
Gebied B	19	Area B	19
Gebied C	18	Area C	18
Gebied D	14	Area D	14
Gebied E	20	Area E	20
Gebied F	20	Area F	20
vir die derde jaar diens:		for the third year of employment:	
Gebied A	30	Area A	30
Gebied B	21	Area B	21
Gebied C	20	Area C	20
Gebied D	16	Area D	16
Gebied E	22	Area E	22
Gebied F	23	Area F	23
vir die vierde jaar diens:		for the fourth year of employment:	
Gebied A	38	Area A	38
Gebied B	24	Area B	24
Gebied C	23	Area C	23
Gebied D	19	Area D	19
Gebied E	26	Area E	26
Gebied F	27	Area F	27
(vii) Werknemers in alle ander ambagte of beroepe nie elders gespesifiseer nie, uitgesonderd vakleerlinge en kwek-linge—		(vii) Employees in all other trades or occupations not else-where specified, excluding apprentices and trainees—	
Gebied A	23	Area A	23
Gebied B	18	Area B	18
Gebied C	16	Area C	16
Gebied D	12	Area D	12
Gebied E	18	Area E	18
Gebied F	18	Area F	18
(viii) Algemene voormanne, voormanne en ambagsmanne graad A in skilder- en ruitwerk—		(viii) General foremen, foremen and Grade A journeymen in the painting and glazing trades—	
Gebied B	35	Area B	35
Gebied C	35	Area C	35
Gebied F	41	Area F	41
(ix) Ander ambagsmanne in skilder- en ruitwerk—		(ix) Other journeymen in the painting and glazing trades—	
Gebied B	33	Area B	33
Gebied C	33	Area C	33
Gebied D	33	Area D	33
Gebied E	36	Area E	36
Gebied F	39	Area F	39
(x) Algemene voormanne, voormanne en ambagsmanne graad A in ander ambagte—		(x) General foremen, foremen and Grade A journeymen in other trades—	
Gebied B	37	Area B	37
Gebied C	37	Area C	37
Gebied D	37	Area D	37
Gebied E	39	Area E	39
Gebied F	42	Area F	42
(xi) Ambagsmanne in ander ambagte—		(xi) Journeymen in other trades—	
Gebied B	33	Area B	33
Gebied C	33	Area C	33
Gebied D	33	Area D	33
Gebied E	37	Area E	37
Gebied F	41	Area F	41

Klas werknemer en Gebied	Per uur c
(xii) Motorvoertuigbestuurders en bedieners van krane en hysers—	
Gebied F.....	25."
(2) Vervang subklousule (3bis) deur die volgende:	
"(3bis) 'n Werkgewer moet op elke betaaldag ondergenoemde bedrae aftrek van die besoldiging verskuldig aan dié van sy werknemers vir wie 'n Vakansiefondstoelae in subklousule (3) voorgeskryf word:	
Klas werknemer en Gebied	Seël- waarde per week R
(i) Algemene werknemers—	
Gebied A.....	9,20
Gebied B.....	8,10
Gebied C.....	7,20
Gebied D.....	5,40
Gebied E.....	7,20
Gebied F.....	7,56
(ii) Halfgeskoolde werknemers—	
Gebied A.....	9,60
Gebied B.....	10,80
Gebied C.....	9,90
Gebied D.....	5,40
Gebied E.....	8,40
Gebied F.....	9,43
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A.....	9,60
Gebied B.....	10,80
Gebied C.....	9,90
Gebied D.....	5,40
meer as 2 722 kg maar hoogstens 4 536 kg:	
Gebied A.....	10,40
Gebied B.....	11,25
Gebied C.....	10,35
Gebied D.....	5,85
meer as 4 536 kg:	
Gebied A.....	11,20
Gebied D.....	6,30
(iv) Ambagsmanne, voormanne en algemene voormanne—	
Gebied A.....	29,20
(v) Ambagsmansassistentente—	
Gebied A.....	13,60
Gebied B.....	14,40
Gebied C.....	13,50
Gebied D.....	8,55
Gebied E.....	9,80
Gebied F.....	9,84
(vi) Leerlinge—	
vir die eerste jaar diens:	
Gebied A.....	9,60
Gebied B.....	8,10
Gebied C.....	7,65
Gebied D.....	5,40
Gebied E.....	7,20
Gebied F.....	7,38
vir die tweede jaar diens:	
Gebied A.....	10,80
Gebied B.....	8,55
Gebied C.....	8,10
Gebied D.....	6,30
Gebied E.....	8,00
Gebied F.....	8,20
vir die derde jaar diens:	
Gebied A.....	12,00
Gebied B.....	9,45
Gebied C.....	9,00
Gebied D.....	7,20
Gebied E.....	8,80
Gebied F.....	9,43

Category of employee and Area	Per hour c
(xii) Motor vehicle drivers and operators of cranes and hoists—	
Area F.....	25."
(2) Substitute the following for subclause (3bis):	
"(3bis) An employer shall, on each pay-day, deduct the following amounts from the remuneration due to his employees for whom a Holiday fund allowance is prescribed in subclause (3):	
Category of employee and Area	Value of stamp per week R
(i) General employees—	
Area A.....	9,20
Area B.....	8,10
Area C.....	7,20
Area D.....	5,40
Area E.....	7,20
Area F.....	7,56
(ii) Semi-skilled employees—	
Area A.....	9,60
Area B.....	10,80
Area C.....	9,90
Area D.....	5,40
Area E.....	8,40
Area F.....	9,43
(iii) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg:	
Area A.....	9,60
Area B.....	10,80
Area C.....	9,90
Area D.....	5,40
over 2 722 kg but not exceeding 4 536 kg:	
Area A.....	10,40
Area B.....	11,25
Area C.....	10,35
Area D.....	5,85
over 4 536 kg:	
Area A.....	11,20
Area D.....	6,30
(iv) Journeymen, foremen and general foremen—	
Area A.....	29,20
(v) Journeyman's assistants—	
Area A.....	13,60
Area B.....	14,40
Area C.....	13,50
Area D.....	8,55
Area E.....	9,80
Area F.....	9,84
(vi) Learners—	
for the first year of employment:	
Area A.....	9,60
Area B.....	8,10
Area C.....	7,65
Area D.....	5,40
Area E.....	7,20
Area F.....	7,38
for the second year of employment:	
Area A.....	10,80
Area B.....	8,55
Area C.....	8,10
Area D.....	6,30
Area E.....	8,00
Area F.....	8,20
for the third year of employment:	
Area A.....	12,00
Area B.....	9,45
Area C.....	9,00
Area D.....	7,20
Area E.....	8,80
Area F.....	9,43

<i>Klas werknemer en Gebied</i>	<i>Per uur c</i>
vir die vierde jaar diens:	
Gebied A	15,20
Gebied B	10,80
Gebied C	10,35
Gebied D	8,55
Gebied E	10,40
Gebied F	11,07
(vii) Werknemers in alle ander ambagte of beroepe nie elders gespesifiseer nie, uitgesonderd vakleerlinge en kwek-linge—	
Gebied A	9,20
Gebied B	8,10
Gebied C	7,20
Gebied D	5,40
Gebied E	7,20
Gebied F	7,38
(viii) Algemene voormanne, voormanne en ambagsmanne graad A in skilder- en ruitwerk—	
Gebied B	22,50
Gebied C	22,50
Gebied F	16,81
(ix) Ander ambagsmanne in skilder- en ruitwerk—	
Gebied B	21,60
Gebied C	21,60
Gebied D	21,60
Gebied E	16,32
Gebied F	15,99
(x) Algemene voormanne, voormanne en ambagsmanne graad A in ander ambagte—	
Gebied B	23,40
Gebied C	23,40
Gebied D	23,40
Gebied E	17,60
Gebied F	17,22
(xi) Ambagsmanne in ander ambagte—	
Gebied B	21,60
Gebied C	21,60
Gebied D	21,60
Gebied E	16,80
Gebied F	16,81
(xii) Motorvoertuigbestuurders en bedieners van krane en hysers—	
Gebied F	10,25."

8. KLOUSULE 39 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—PENSIOENFONDS

(1) Vervang subklousule (1) (b) deur die volgende:

"(b) Elke werkgever moet ten opsigte van elke werknemer vir wie lone in klousule 8 (1) (a) (v), (xii), (xiii), (xiv) en (xv) van Deel I, in Gebiede A, B, C, D, E en F, en klousule 4 (1) (a) (vii), (viii), (xiv), (xv), (xvi) en (xvii) van Deel II van hierdie Ooreenkoms, in Gebiede A, B, C en D voorgeskryf word, en wat gedurende 'n week 16 uur of langer (uitgesonderd oortyd) gewerk het, in ooreenstemming met die prosedure in subklousule (5) van hierdie klousule voorgeskryf, die volgende bedrag aan die Raad betaal:

	<i>R</i>
Gebied A	23,20
Gebiede B, C en D	4,50
Gebied E	15,20
Gebied F	12,00."

(2) Vervang subklousule (2) (b) deur die volgende:

"(b) werknemers in subklousule (1) (b) van hierdie klousule bedoel—

	<i>Per uur c</i>
Gebied A	30
Gebiede B, C en D	6 ¾
Gebied E	21
Gebied F	17."

<i>Category of employee and Area</i>	<i>Per hour c</i>
for the fourth year of employment:	
Area A	15,20
Area B	10,80
Area C	10,35
Area D	8,55
Area E	10,40
Area F	11,07
(vii) employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees—	
Area A	9,20
Area B	8,10
Area C	7,20
Area D	5,40
Area E	7,20
Area F	7,38
(viii) General foremen, foremen and Grade A journeymen in the painting and glazing trades—	
Area B	22,50
Area C	22,50
Area F	16,81
(ix) Other journeymen in the painting and glazing trades—	
Area B	21,60
Area C	21,60
Area D	21,60
Area E	16,32
Area F	15,99
(x) General foremen, foremen and Grade A journeymen in other trades—	
Area B	23,40
Area C	23,40
Area D	23,40
Area E	17,60
Area F	17,22
(xi) Journeymen in other trades—	
Area B	21,60
Area C	21,60
Area D	21,60
Area E	16,80
Area F	16,81
(xii) Motor vehicle drivers and operators of cranes and hoists—	
Area F	10,25."

8. CLAUSE 39 OF PART 1 OF THE FORMER AGREEMENT.—PENSION FUND

(1) Substitute the following for subclause (1) (b):

"(b) Every employer shall in respect of every employee for whom wages are prescribed in clause 8 (1) (a) (v), (xii), (xiii), (xiv) and (xv) of Part I, in Areas A, B, C, D, E and F, and clause 4 (1) (a) (vii), (viii), (xiv), (xv), (xvi) and (xvii) of Part II of this Agreement, in Areas A, B, C and D, and who has worked for 16 hours or more during a week (excluding overtime) pay to the Council, in accordance with the procedure prescribed in subclause (5) of this clause, the amount of:

	<i>R</i>
Area A	23,20
Areas B, C and D	4,50
Area E	15,20
Area F	12,00."

(2) Substitute the following for subclause (2) (b):

"(b) Employees referred to in subclause (1) (b) of this clause—

	<i>Per hour c</i>
Area A	30
Areas B, C and D	6 ¾
Area E	21
Area F	17."

(3) Vervang subklousule (4) (a) deur die volgende:

“(4) *Amalgamasie en voortsetting*.—(a) ‘Die Pensioenfonds vir die Bounwyerheid, Port Elizabeth,’ ingestel by Goewermentskennisgewing R. 910 van 18 Junie 1965, en die ‘Pensioen- en Lewensversekeringskema vir die Bounwyerheid, Oos-Kaap,’ ingestel by Goewermentskennisgewing R. 392 van 27 Februarie 1987, word hierby geamalgameer en voortgesit as die ‘Pensioen- en Lewensversekeringskema vir die Bounwyerheid, Oos-Kaap’ (hierna die ‘Fonds’ genoem).”

(4) Voeg die volgende nuwe klousule 39(bis) in in Deel I:

“39(bis). SIEKTEBYSTANDSFONDS

(1) *Voortsetting*.—Die Fonds wat by Goewermentskennisgewing R. 162 van 4 Februarie 1977 ingestel is en wat voorheen bekend gestaan het as die ‘Siektebystandsfonds vir die Bounwyerheid, Port Elizabeth,’ word hierby voortgesit en staan hierna bekend as die ‘Siektebystandsfonds vir die Bounwyerheid’ (hierna die ‘Fonds’ genoem).

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

- (a) om lede te vergoed vir verlies aan verdienste wat ontstaan uit werkloosheid veroorsaak deur siekte of ongeluk;
- (b) om gratifikasies en/of jaargelde vir lede ingeval van permanente ongeskiktheid te oorweeg; en
- (c) om alles te doen wat nodig is vir, gepaard gaan met of bevorderlik is vir die welsyn van lede en vir die bereiking van genoemde doelstellings.

(3) *Lidmaatskap*.—Lidmaatskap van die Fonds is verpligtend vir alle algemene voormanne, voormanne, ambagsmanne en leerlinge in Gebied A vir wie lone in klousule 8 (1) (a) van Deel I voorgeskryf is.

(4) *Toelae*.—(a) Benewens enige ander besoldiging waarop 'n werknemer in klousule (3) genoem, geregtig is ingevolge enige ander gepubliseerde ooreenkoms van die Raad, moet elke werkgewer aan elke algemene voorman, voorman, ambagsman en leerling in sy diens in Gebied A 'n toelae van 1/4c per uur betaal ten opsigte van al die ure wat sodanige werknemer gewerk het: Met dien verstande dat hierdie toelae nie betaal moet word nie ten opsigte van oortydwerk of werk verrig op 'n Saterdag, Sondag, Gelofte-dag, Kersdag, Nuwejaarsdag of enige dag wat binne die jaarlikse verloftydperk val wat in klousule 37 voorgeskryf word.

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

(5) *Bydraes*.—(a) Elke werkgewer moet behoudens paragrawe (b) en (c) hiervan, 'n bedrag van 20c per week tot die Fonds bydra vir elkeen van sy werknemers vir wie lone in klousule 8 (1) (a) (v) en (ix) van Deel I van hierdie Ooreenkoms voorgeskryf word en wat werksaam is in Gebied A. 'n Werkgewer is daarop geregtig om die bedrag wat aan die Fonds betaal is, af te trek van die besoldiging van die werknemer ten opsigte van wie die betaling gedoen is.

(b) 'n Werkgewer moet geen bedrag betaal vir 'n werknemer wat minder as 16 uur in 'n bepaalde week vir hom werk nie.

(c) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur in diens was die bedrag vir daardie week betaal.

(d) Die prosedure in klousule 23 van Deel I voorgeskryf, is *mutatis mutandis* op die betaling van bydraes ingevolge hierdie klousule van toepassing.

(e) Die bedrag in paragraaf (a) hiervan bedoel, maak deel uit van die gekonsolideerde seël ingevolge klousule 32 van Deel I.

(6) *Betaling van bystand*.—Die bystand wat lede toekom, moet van die aard en omvang wees wat in die reëls van die Fonds voorgeskryf word.

(7) *Bystand nie vervreembaar nie*.—Die bystand wat deur die Fonds verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sedgeer, verpand of verpotekeer, of dit probeer doen, verbeur al die bystand waarop hy geregtig sou gewees het gedurende sodanige tydperk as wat die Raad bepaal.

(8) *Administrasie van die Fonds*.—(a) Die Fonds moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel word vir sodanige tydperk en op sodanige voorwaardes as wat die Raad bepaal en wat moet bestaan uit twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers wat die partye is by die Ooreenkoms, asook 'n voorsitter. Ingeval een lid afwesig is, moet die Fonds geadminestreer word deur een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers wat die partye is by hierdie Ooreenkoms, asook 'n voorsitter.

(3) Substitute the following for subclause (4) (a):

“(4) *Amalgamation and continuation*.—(a) ‘The Pension Fund for the Building Industry, Port Elizabeth,’ established under Government Notice R. 910 of 18 June 1965, and the ‘Pension and Life Assurance Scheme for the Building Industry, East Cape’ established under Government Notice R. 392 of 27 February 1987, are hereby amalgamated and continued as the ‘Pension and Life Assurance Scheme for the Building Industry, East Cape’ (hereinafter referred to as the ‘Fund’).”

(4) Insert the following new clause 39(bis), in Part I:

“39(bis). SICK BENEFIT FUND

(1) *Continuation*.—The operation of the Fund established under Government Notice R. 162 of 4 February 1977, formerly known as the ‘Port Elizabeth Building Industry Sick Benefit Fund’, is hereby continued and shall hereafter be known as the ‘Building Industry Sick Benefit Fund’ (hereinafter referred to as the ‘Fund’).

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

- (a) to recompense members for loss of earnings arising out of unemployment caused by sickness or accident;
- (b) to consider gratuities and/or annuities for members in the case of permanent disability; and
- (c) to do all such things as are necessary, incidental or conducive to the welfare of members and to the attainment of the aforesaid objects.

(3) *Membership*.—Membership of the Fund shall be compulsory for general foremen, foremen, journeymen and learners in Area A for whom wages are prescribed in clause 8 (1) (a) of Part I.

(4) *Allowance*.—(a) In addition to any other remuneration to which an employee mentioned in subclause (3) may be entitled in terms of any other published agreement of the Council, every employer shall pay to every general foreman, foreman, journeyman and learner in Area A in his employ an allowance of 1/4c per hour in respect of all hours worked by such employee: Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday, Day of the Vow, Christmas Day, New Year's Day or any day falling within the annual leave period prescribed in clause 37.

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

(5) *Contributions*.—(a) Every employer shall, subject to the provisions of paragraphs (b) and (c) hereof, contribute to the Fund an amount of 20c per week in respect of each of his employees for whom wages are prescribed in clause 8 (1) (a) (v) and (ix) of Part I of this Agreement, who is employed in Area A. An employer shall be entitled to deduct the amount paid to the Fund from the remuneration of the employee in respect of whom the payment was made.

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

(c) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(d) The procedure prescribed in clause 23 of Part I shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(e) The amount referred to in paragraph (a) hereof shall form part of the consolidated stamp in terms of clause 32 of Part I.

(6) *Payment of benefits*.—Benefits accruing to members shall be of the nature and to the extent prescribed in the rules of the Fund.

(7) *Benefits inalienable*.—The benefits provided by the Fund are not transferable and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he would have been entitled during such period as may be determined by the Council.

(8) *Administration of the Fund*.—(a) The Fund shall be administered by a Management Committee appointed by the Council for such period and under such conditions as the Council may determine and consisting of two representatives of the employers and two representatives of the employees, who are parties to the Agreement, and a chairman. In the case of one member being absent the Fund shall be administered by one representative of the employers and one representative of the employees, who are parties to this Agreement, and a chairman.

(b) (i) Die Fonds moet geadminestreer word volgens die reëls wat die Raad vir die doel voorgeskryf het.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel of 'n bestaande reël wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

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

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

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

9. KLOUSULE 41 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—ADMINISTRASIE VAN EN BEHEER OOR FONDSE

(1) In die eerste paragraaf, vervang die uitdrukking "klousules 15, 37 en 40" deur die uitdrukking "klousules 37, 39(bis) en 40".

(2) Vervang subklousule (2) (b) deur die volgende:

"(b) Indien die bedrae in die krediet van die Siektebystandsfonds vir die Bounywerheid en die Militêrediensfonds van die Bounywerheid te eniger tyd laer as onderskeidelik R12 000 en R1 000 daal, moet die uitbetaling van eise en/of bystand gestaak word en moet dit nie weer hervat word nie voordat die bedrae in die krediet van die Fondse meer is as onderskeidelik R18 000 en R5 000. By hervatting van uitbetalings moet die eise uitbetaal word in die volgorde waarin hulle ontvang is."

(3) In subklousule (3), vervang "Vakansiefonds vir die bounywerheid van Port Elizabeth" en "Gereedskapfonds vir die Bounywerheid" deur onderskeidelik "Vakansiefonds vir die Bounywerheid, Oos-Kaap" en "Siektebystandsfonds vir die Bounywerheid".

(4) In subklousule (5) (a), vervang "Vakansiefonds vir die Bounywerheid van Port Elizabeth" en "Gereedskapfonds vir die Bounywerheid, Port Elizabeth," deur onderskeidelik "Vakansiefonds vir die Bounywerheid, Oos-Kaap" en "Siektebystandsfonds vir die Bounywerheid".

(5) Vervang subklousule (5) (b) deur die volgende:

"(b) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Siektebystandsfonds vir die Bounywerheid en die Militêrediensfonds van die Bounywerheid nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of die Fondse nie binne sodanige tydperk deur die Raad oorgedra word na enige ander fondse wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fondse gestig is nie, moet die Fondse deur die Bestuurskomitees wat dan bestaan, gelikwieder word soos in subklousule (7) (b) van hierdie klousule voorgeskryf. Die Fondse moet gedurende genoemde tydperk van 12 maande of totdat hulle oorgedra word na ander fondse soos hierbo bedoel, geadminestreer word deur die Bestuurskomitees wat dan bestaan."

(6) Vervang subklousule (6) deur die volgende:

"(6) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrator 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van beide kante om die Vakansiefonds vir die Bounywerheid, Oos-Kaap, te administreer, terwyl die Siektebystandsfonds vir die Bounywerheid en die Militêrediensfonds van die Bounywerheid nog geadminestreer moet word deur die Bestuurskomitees wat dan bestaan. 'n Vakature in die komitees kan uit die geledere van die werkgewers of die werknemers, na gelang van die geval, deur die Registrator op so 'n manier gevul word dat gelyke verteenwoordiging van die werkgewers en die werknemers in daardie komitees verseker word. Ingeval sodanige komitees nie daartoe in staat is nie of onwillig is om hul pligte uit te voer of ingeval hulle voor 'n dooie punt te staan kom wat die administrasie van die Fondse na die mening van die Registrator ondoenlik of onwenslik maak, kan die Registrator 'n trustee of trustees aanstel om die pligte van die komitees uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die komitees. Indien daar geen Raad meer bestaan nie, moet die Fondse by die verstryking van hierdie Ooreenkoms deur die komitees wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwieder word

(b) (i) The Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules or alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Director-General of Manpower.

(c) 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 and 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.

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

(e) 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. CLAUSE 41 OF PART I OF THE FORMER AGREEMENT.—ADMINISTRATION AND CONTROL OF FUNDS

(1) In the first paragraph, substitute the expression "clause 37, 39(bis) and 40," for the expression "clauses 15, 37 and 40,".

(2) Substitute the following for subclause (2) (b):

"(b) If at any time the amounts to the credit of the Building Industry Sick Benefit Fund and the Building Industry Military Service Fund drop below R12 000 and R1 000, respectively, payment of claims and/or benefits shall cease and shall not be resumed until the amounts to the credit of the Funds exceed R18 000 and R5 000, respectively. Upon payments being resumed, claims shall be met in the order in which they were received."

(3) In subclause (3), substitute "Building Industry Holiday Fund, East Cape" and "Building Industry Sick Benefit Fund" for "Port Elizabeth Building Industry Holiday Fund" and "Tool Fund for the Building Industry," respectively.

(4) In subclause (5) (a), substitute "Building Industry Holiday Fund, East Cape" and "Building Industry Sick Benefit Fund" for "Port Elizabeth Building Industry Holiday Fund" and "Tool Fund for the Building Industry", respectively.

(5) Substitute the following for subclause (5) (b):

"(b) In the event of the expiration of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Building Industry Sick Benefit Fund and the Building Industry Military Service Fund not being negotiated within a period of 12 months from the date of such expiration or the Funds not being transferred by the Council within such period to any other funds constituted for the same purpose as that for which the original Funds was created, the Funds shall be liquidated, in the manner set forth in subclause (7) (b) of this clause, by the Management Committees in office at the time: The Funds shall during the said period of 12 months or until such time as they are transferred to any other funds referred to above, be administered by the Management Committees, in office at the time."

(6) Substitute the following for subclause (6):

"(6) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides to administer the Building Industry Holiday Fund, East Cape while the Building Industry Sick Benefit Fund and the Building Industry Military Service Fund shall continue to be administered by the Management Committees in office at the time. Any vacancy occurring on any of the committees 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 representation on the committees. In the event of such committees being unable or unwilling to discharge their duties or a deadlock arising on the committees which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committees and such trustee or trustees shall possess all the powers of the committees for such purpose. In the event of there being no Council in existence, the Funds shall be liquidated upon the expiration of this Agreement by the committees functioning in terms of this subclause or the

soos in subklousule (7) voorgeskryf, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die Fondse ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak het."

(7) Vervang subklousule (7) deur die volgende:

"(7) (a) By die likwidasië van die Vakansiefonds vir die Bounywerheid, Oos-Kaap, ooreenkomstig subklousules (5) (a) en (6) moet die geld wat nog in die krediet van die Fonds staan, nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

(b) By die likwidasië van die Siektebystandsfonds vir die Bounywerheid en die Militêre diensfonds van die Bounywerheid ooreenkomstig subklousules (5) (b) en (6) van hierdie klousule, is die bepalings soos voorgeskryf in artikel 34 (4) van die Wet ten opsigte van die ontbinding van 'n nywerheidsraad *mutatis mutandis* van toepassing ten opsigte van die Fondse."

DEEL II

SPEZIALE BEPALINGS WAT OP DIE HOUTNYWERHEID IN DIE BOUNYWERHEID VAN TOEPASSING IS

1. TOEPASSINGSBESTEK

Deel II van hierdie Ooreenkoms moet in die Houtnywerheid van die Bounywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings;
- (b) in die landdrostdistrikte Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, Riversdal, Uitenhage, Uniondale en in daardie gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963 binne die landdrostdistrik Port Elizabeth geval het.

2. KLOUSULE 2.—SPEZIALE BEPALINGS

Vervang klousule 2 van die Herbekragtigingsooreenkoms deur die volgende:

"2. SPEZIALE BEPALINGS

Klousules 2 (2) en 13 tot en met 15 (1) van Deel II van die 'Vorige Ooreenkoms', soos hieronder gewysig, is van toepassing op werkgewers en werknemer."

3. KLOUSULE 3.—ALGEMENE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. ALGEMENE BEPALINGS

Klousules 1 (2), 2 (1), 3 tot en met 12, en 15 (2) tot en met 18 van Deel II van die 'Vorige Ooreenkoms', soos hieronder gewysig, is van toepassing op werkgewers en werknemers."

4. KLOUSULE 4 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—LONE

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

"(ii) werknemers vir wie lone in subklousule (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (xiii) voorgeskryf word, 'n loon gelyk aan 10 persent (afgerond tot die naaste hele sent) van die minimum loon wat van krag was vir dié klas werknemer op 1 November 1987, minder as die loon voorgeskryf in subklousule (1) (a)."

5. KLOUSULE 7 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—OORTYD

Vervang subklousule (3) (a) deur die volgende:

"(3) (a) Vir die eerste uur oortyd per dag van Maandag tot Vrydag, die uurloon wat die werknemer op daardie stadium ontvang, plus die bedrag hieronder aangedui ten opsigte van die vermelde beroepe:

Klas werknemers en Gebied	Per uur c
(i) Toesighouers, voormanne, algemene voormanne, skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges en glaswerkers in skrynerwerk-winkels—	
Gebied A	42

trustee or trustees, as the case may be, in the manner set forth in subclause (7), and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council."

(7) Substitute the following for subclause (7):

"(7) (a) Upon liquidation of the Building Industry Holiday Fund, East Cape, in terms of subclauses (5) (a) and (6), the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(b) Upon liquidation of the Building Industry Sick Benefit Fund and the Building Industry Military Service Fund in terms of subclauses (5) (b) and (6) of this clause, the provisions prescribed in section 34 (4) of the Act in respect of the dissolution of an industrial council shall *mutatis mutandis* apply in respect of the Funds."

PART II

SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY

1. SCOPE OF APPLICATION

The terms of Part II of this Agreement shall be observed in the Timber Trade of the Building Industry—

- (a) by all employers and employees who are members of the employers' organisations and the trade unions, respectively;
- (b) in the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, Riversdale, Uitenhage, Uniondale and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

2. CLAUSE 2.—SPECIAL PROVISIONS

Substitute the following for clause 2 of the Re-enacting Agreement:

"2. SPECIAL PROVISIONS

The provisions contained in clauses 2 (2) and 13 to 15 (1) inclusive of Part II of the 'Former Agreement', as amended hereunder, shall apply to employers and employees."

3. CLAUSE 3.—GENERAL PROVISIONS

Substitute the following for clause 3 of the Re-enacting Agreement:

"3. GENERAL PROVISIONS

The provisions contained in clauses 1 (2), 2 (1), 3 to 12 inclusive, and 15 (2) to 18 inclusive of Part II of the 'Former Agreement', as amended hereunder, shall apply to employers and employees."

4. CLAUSE 4 OF PART II OF THE FORMER AGREEMENT.—WAGES

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

"(ii) Employees for whom wages are prescribed in subclause (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (xiii), a wage rate equal to 10 per cent (rounded off to the nearest whole cent) of the minimum wage which was in force for the category of employee on 1 November 1987, less than that prescribed in subclause (1) (a)."

5. CLAUSE 7 OF PART II OF THE FORMER AGREEMENT.—OVERTIME

Substitute the following for subclause (3) (a):

"(a) For the first hour overtime per day from Monday to Friday, the hourly rate of wages which the employee is receiving at the time, plus the amount indicated hereunder in respect of the occupations listed:

Category of employee and Area	Per hour c
(i) Supervisors, foremen, general foremen, joiners, machinists, saw-doctors, maintenance mechanics and glaziers in joinery shops—	
Area A	42

<i>Klas werknemers en Gebied</i>	<i>Per uur</i> c	<i>Category of employee and Area</i>	<i>Per hour</i> c
(ii) Saers, masjienoppassers, drywers van meganiese hanteruitrusting en ambagsmansassistenten—		(ii) Sawyers, machine minders, mechanical handling equipment drivers and journeyman's assistants—	
Gebied A	20	Area A	20
Gebied B	12	Area B	12
Gebied C	10	Area C	10
Gebied D	7	Area D	7
(iii) Halfgeskoolde werknemers—		(iii) Semi-skilled employees—	
Gebied A	17	Area A	17
Gebied B	12	Area B	12
Gebied C	11	Area C	11
Gebied D	6	Area D	6
(iv) Drywers van meganiese voertuie—		(iv) Drivers of mechanical vehicles—	
Gebied A	20	Area A	20
Gebied B	12	Area B	12
Gebied C	10	Area C	10
Gebied D	7	Area D	7
(v) Algemene werknemers—		(v) General employees—	
Gebied A	15	Area A	15
Gebied B	9	Area B	9
Gebied C	7	Area C	7
Gebied D	5	Area D	5
(vi) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd leerlinge, vakleerlinge en kwekelinge—		(vi) Employees in all other trades or occupations not elsewhere specified, excluding learners, apprentices and trainees—	
Gebied A	15	Area A	15
Gebied B	9	Area B	9
Gebied C	7	Area C	7
Gebied D	5	Area D	5
(vii) Toesighouers graad A, voormanne, algemene voormanne, skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges en glaswerkers in skrynwinkels—		(vii) Grade A supervisors, foremen, general foremen, joiners, machinists, saw-doctors, maintenance mechanics and glaziers in joinery shops—	
Gebied B	24	Area B	24
Gebied C	24	Area C	24
Gebied D	25	Area D	25
(viii) Ander toesighouers, voormanne, algemene voormanne, skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges en glaswerkers in skrynwinkels—		(viii) Other supervisors, foremen, general foremen, joiners, machinists, saw-doctors, maintenance mechanics and glaziers in joinery shops—	
Gebied B	20	Area B	20
Gebied C	20	Area C	20
Gebied D	20."	Area D	20."

6. KLOUSULE 11 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—UITGAWES VAN DIE RAAD

(1) In subklousule (1) (a), vervang die uitdrukkings "R1,00" en "50c" deur onderskeidelik die uitdrukkings "R1,26" en "63c."

(2) In subklousule (1) (b), vervang die uitdrukkings "50c" en "25c" deur onderskeidelik die uitdrukkings "64c" en "32c."

7. KLOUSULE 13 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—HEFFING VIR WERKGEWERSORGANISASIE

In subklousule (1), vervang die uitdrukking "30c" deur die uitdrukking "35c".

Namens die partye op hede die 30ste dag van Oktober 1987 te Port Elizabeth onderteken.

E. A. CILLIERS,

Voorsitter van die Raad.

R. W. BEECH,

Ondervoorsitter van die Raad.

V. H. LE ROUX,

Hoofsekretaris van die Raad.

6. CLAUSE 11 OF PART II OF THE FORMER AGREEMENT.—COUNCIL EXPENSES

(1) In subclause (1) (a) substitute the expressions "R1,26" and "63c" for the expressions "R1,00" and "50c", respectively.

(2) In subclause (1) (b), substitute the expressions "64c" and "32c" for the expressions "50c" and "25c", respectively.

7. CLAUSE 13 OF PART II OF THE FORMER AGREEMENT.—EMPLOYERS' ORGANISATION LEVY

In subclause (1), substitute the expression "35c" for the expression "30c".

Signed at Port Elizabeth, on behalf of the parties, this 30th day of October 1987.

E. A. CILLIERS,

Chairman of the Council.

R. W. BEECH,

Vice-Chairman of the Council.

V. H. LE ROUX,

General Secretary of the Council.

No. R. 107

29 Januarie 1988

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID ORANJE-VRYSTAAT.—
WYSIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1992 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasie of vereniging is.

P. T. C. DU PLESSIS,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN DIE
ORANJE-VRYSTAAT

SIEKTEBYSTANDSFONDSOOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Vereniging van Meubelfabrikante en Stoffeerders, O.V.S.

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

National Union of Furniture and Allied Workers of South Africa

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

wat partye is by die Nywerheidsraad vir die Meubelnywerheid van die Oranje-Vrystaat,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 841 van 30 April 1982, soos hernieu deur Goewermmentskennisgewing R. 2750 van 11 Desember 1987, te wysig.

1. TOEPASSINGSBESTEK

Hierdie Ooreenkoms moet nagekom word in die provinsie die Oranje-Vrystaat deur alle werkgewers betrokke by die Meubelnywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in die Meubelnywerheid in diens is.

2. KLOUSULE 10.—LEDEGELDE

Skrap subklousule (1) (a) (ii):

3. KLOUSULE 12.—SIEKTEVERLOFBETALING

Vervang subklousule (1) deur die volgende:

"(1) 'n Lid ten opsigte van wie aftrekking van lone in hierdie Ooreenkoms voorgeskryf word, wat weens siekte verplig is om van die werk weg te bly, is behoudens klousules 11 en 13 van die Ooreenkoms geregtig op siektebetaling gedurende enige 12 kalendermaande soos uiteengesit in onderstaande tabel:

BEDRAG VAN SIEKTEBETALING WAT BETAAL MOET WORD

Getal gewone werkdag afwesig weens siekte	Getal dae waarvoor siektebetaling betaal word	Siekteverlofbetaling aan arbeiders, ens.	Siekteverlofbetaling aan operateurs, ens.	Siekteverlofbetaling aan vakmanne
		R	R	R
1	—	—	—	—
2	1	7,00	10,00	15,00
3	2	14,00	20,00	30,00
4	3	21,00	30,00	45,00
5	4	28,00	40,00	60,00
6	6	42,00	60,00	90,00

(a) As 'n lid se tydperk van afwesigheid weens siekte langer as ses werkdag duur, moet hy siekteverlofbetaling betaal word vir elke werkdag van afwesigheid weens siekte vir hoogstens 'n verdere 34 werkdag teen die dagtarief in die Bylae hierbo gemeld."

No. R. 107

29 January 1988

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY,
ORANGE FREE STATE.—AMENDMENT OF SICK
BENEFIT FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the date of publication of this notice and for the period ending 31 December 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

P. T. C. DU PLESSIS,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE ORANGE FREE STATE

SICK BENEFIT FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Vereniging van Meubelfabrikante en Stoffeerders, O.V.S.

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Orange Free State,

to amend the Agreement published under Government Notice R. 841 of 30 April 1982, as renewed by Government Notice R. 2750 of 11 December 1987.

1. SCOPE OF APPLICATION

The terms of this Agreement shall be observed in the Province of the Orange Free State by all employers in the Furniture Manufacturing Industry who are members of the employers' organisation and by all employees who are members of the trade union and are employed in the Furniture Manufacturing Industry.

2. CLAUSE 10.—SUBSCRIPTIONS

Delete subclause (1) (a) (ii).

3. CLAUSE 12.—SICK LEAVE PAY

Substitute the following for clause 12 (1):

"(1) A member in respect of whom deductions from wages are prescribed in this Agreement and who through sickness is compelled to absent himself from work shall, subject to clauses 11 and 13 of the Agreement, be entitled to sick pay during any 12 calendar months as set out in the following table:

AMOUNT OF SICK PAY TO BE PAID

Number of ordinary working days absent through sickness	Number of days for which sick pay shall be paid	Sick pay to be paid to labourers, etc.	Sick pay to be paid to operators, etc.	Sick pay to be paid to specialists
		R	R	R
1	—	—	—	—
2	1	7,00	10,00	15,00
3	2	14,00	20,00	30,00
4	3	21,00	30,00	45,00
5	4	28,00	40,00	60,00
6	6	42,00	60,00	90,00

(a) Should a member's period of absence through sickness exceed six working days he shall be paid sick pay each working day of absence through sickness not exceeding a further 34 working days at the daily rate reflected in the Schedule above."

4. KLOUSULE 13.—BEPERKING VAN BYSTAND

Vervang subklousule (1) (c) deur die volgende:

“(c) Ondanks klousules 11 en 12 van hierdie Ooreenkoms, is ’n lid nie geregtig op bystand wat R1 000,00 per kalenderjaar oorskry nie.”

Hierdie Ooreenkoms is namens die partye op hede die 19de dag van Oktober 1987 te Bloemfontein onderteken.

P. I. LABUSCHAGNE,

Voorsitter van die Raad.

T. C. SOLOMON,

Ondervoorsitter van die Raad.

H. L. VAN DER MERWE,

Sekretaris van die Raad.

No. R. 134

29 Januarie 1988

WET OP ARBEIDSVERHOUDINGE, 1956**LEKKERGOEDNYWERHEID, OOS-LONDEN.—
HERNUWING VAN OOREENKOMS**

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewings R. 2810 van 31 Desember 1982, R. 512 van 16 Maart 1984, R. 844 van 12 April 1985 en R. 1564 van 17 Julie 1987, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig.

M. W. J. LE ROUX,

Direkteur: Mannekrag.

No. R. 137

29 Januarie 1988

WET OP ABREIDSVERHOUDINGE, 1956**BIOSKOOP- EN SKOUBURGBEDRYF.—WYSIGING
VAN OOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1988 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1988 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,

Minister van Mannekrag.

4. CLAUSE 13.—LIMITATION OF BENEFITS

Substitute the following for clause 13 (c):

“(c) Notwithstanding the provisions of clauses 11 and 12 of this Agreement, a member shall not be entitled to benefits exceeding R1 000,00 per calendar year.”

This Agreement signed at Bloemfontein, on behalf of the parties, this 19th day of October 1987.

P. I. LABUSCHAGNE,

Chairman of the Council.

T. C. SOLOMON,

Vice-Chairman of the Council.

H. L. VAN DER MERWE,

Secretary of the Council.

No. R. 134

29 January 1988

LABOUR RELATIONS ACT, 1956**SWEET MANUFACTURING INDUSTRY, EAST
LONDON.—RENEWAL OF AGREEMENT**

I, Mattheus Willem Johannes le Roux, Director: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 2810 of 31 December 1982, R. 512 of 16 March 1984, R. 844 of 12 April 1985 and R. 1564 of 17 July 1987, to be effective from the date of publication of this notice and for the period ending 31 December 1989.

M. W. J. LE ROUX,

Director: Manpower.

No. R. 137

29 January 1988

LABOUR RELATIONS ACT, 1956**CINEMATOGRAPH AND THEATRE INDUSTRY.—
AMENDMENT OF AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1988, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

P. T. C. DU PLESSIS,

Minister of Manpower.

BYLAE**NYWERHEIDSRAAD VIR DIE BIOSKOOP- EN SKOUBURG-BEDRYF VAN SUID-AFRIKA****OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Employers' Association of the Cinematograph and Theatre Industry of South Africa

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

Cinema, Theatre and Video Union

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

wat die partye is by die Nywerheidsraad vir die Bioskoop- en Skouburgbedryf van Suid-Afrika om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 546 van 18 Maart 1983, soos gewysig en hernieu by Goewermentskennisgewings R. 597 en R. 598 van 30 Maart 1984, R. 119 van 25 Januarie 1985, R. 590 en R. 591 van 22 Maart 1985, R. 410 van 7 Maart 1986, R. 1333 van 27 Junie 1986, R. 1745 van 22 Augustus 1986, R. 580 van 20 Maart 1987, R. 1542 van 3 Julie 1987 en R. 2339 van 16 Oktober 1987.

DEEL I**1. GEBIED EN TOEPASSINGSBESTEK VAN DIE OOREENKOMS**

(1) Hierdie Ooreenkoms moet in die Bioskoop- en Skouburgbedryf nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging;
- (b) in die volgende gebiede:

(i) *Kaapprovinsie*.—In die landdrosdistrikte Albany, Bellville, in dié gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, Caledon, Die Kaap, Goodwood, Hermanus, Kimberley, in dié gedeeltes van die landdrosdistrik Warrenton wat voor die publikasie van Goewermentskennisgewings 2259 van 22 Oktober 1948 en 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, in dié gedeelte van die landdrosdistrik Herbert wat voor die publikasie van Goewermentskennisgewing 1631 van 25 Oktober 1957 binne die landdrosdistrik Kimberley geval het, King William's Town (uitgesonderd dié gedeelte wat voor die publikasie van Goewermentskennisgewing 2551 van 16 November 1979 nie binne die landdrosdistrik King William's Town geval het nie), Kirkwood, Kuilsrivier, Oos-Londen, Oudtshoorn, Paarl, Port Elizabeth (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1974 van 26 September 1980 binne die landdrosdistrik Hankey geval het), in dié gedeelte van die landdrosdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrosdistrik Port Elizabeth geval het, Queenstown, Simonstad, Somerset-Wes, Stellenbosch, Strand, Uitenhage, Wellington, Worcester en Wynberg.

(ii) *Natal*.—In die landdrosdistrikte Durban (uitgesonderd dié gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pietermaritzburg, in dié gedeelte van die landdrosdistrik Pinetown wat voor die publikasie van Goewermentskennisgewing 188 van 17 Februarie 1967 binne die landdrosdistrik Durban geval het, en dié gedeeltes van die landdrosdistrik Chatsworth wat voor die publikasie van Goewermentskennisgewings 188 van 17 Februarie 1967 en 501 van 8 Maart 1985 binne die landdrosdistrik Durban geval het.

(iii) *Oranje-Vrystaat*.—In die landdrosdistrikte Bethlehem, Bloemfontein [uitgesonderd dié gedeelte wat voor 1 Januarie 1972 (Goewermentskennisgewing 2076 van 19 November 1971) binne die landdrosdistrik Thaba Nchu geval het], Kroonstad, in dié gedeeltes van die landdrosdistrikte Jagersfontein en Petrusburg wat voor die publikasie van Goewermentskennisgewing 1106 van 26 Julie 1963 binne

SCHEDULE**THE INDUSTRIAL COUNCIL OF THE CINEMATOGRAPH AND THEATRE INDUSTRY OF SOUTH AFRICA****AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Employers' Association of the Cinematograph and Theatre Industry of South Africa

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

Cinema, Theatre and Video Union

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

being the parties to the Industrial Council of the Cinematograph and Theatre Industry of South Africa to amend the Agreement published under Government Notice R. 546 of 18 March 1983, as amended and renewed by Government Notices R. 597 and R. 598 of 30 March 1984, R. 119 of 25 January 1985, R. 590 and R. 591 of 22 March 1985, R. 410 of 7 March 1986, R. 1333 of 27 June 1986, R. 1745 of 22 August 1986, R. 580 of 20 March 1987, R. 1452 of 3 July 1987 and R. 2339 of 16 October 1987.

PART I**1. AREA AND SCOPE OF APPLICATION OF THE AGREEMENT**

(1) This Agreement shall be observed in the Cinematograph and Theatre Industry—

- (a) and by all employers who are members of the employers' organisation and by all employees who are members of the trade union;
- (b) in the following areas:

(i) *Cape Province*.—In the Magisterial Districts of Albany, Bellville, in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville, Caledon, East London, Goodwood, Hermanus, Kimberley, in those portions of the Magisterial District of Warrenton which, prior to the publication of Government Notices 2259 of 22 October 1948 and 1631 of 25 October 1957, fell within the Magisterial District of Kimberley, in that portion of the Magisterial District of Herbert which, prior to the publication of Government Notice 1631 of 25 October 1957, fell within the Magisterial District of Kimberley, King William's Town (excluding that portion which, prior to the publication of Government Notice 2551 of 16 November 1979, did not fall within the Magisterial District of King William's Town), Kirkwood, Kuils River, Oudtshoorn, Paarl, Port Elizabeth (excluding that portion which, prior to the publication of Government Notice 1974 of 26 September 1980, fell within the Magisterial District of Hankey), in that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth, Queenstown, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape, Uitenhage, Wellington, Worcester and Wynberg.

(ii) *Natal*.—In the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pietermaritzburg, in that portion of the Magisterial District of Pinetown which, prior to the publication of Government Notice 188 of 17 February 1967, fell within the Magisterial District of Durban, and those portions of the Magisterial District of Chatsworth which, prior to the publication of Government Notices 188 of 17 February 1967 and 501 of 8 March 1985, fell within the Magisterial District of Durban.

(iii) *Orange Free State*.—In the Magisterial Districts of Bethlehem, Bloemfontein [excluding that portion which, prior to 1 January 1972 (Government Notice 2076 of 19 November 1971), fell within the Magisterial District of Thaba Nchu], Kroonstad, in those portions of the Magisterial Districts of Jagersfontein and Petrusburg which, prior to the publication of Government Notice 1106 of 26 July 1963, fell within the

die landdrostrik Bloemfontein geval het en in dié gedeeltes van die landdrostrikte Koppies, Odendaalsrus en Hennenman wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1469 van 12 Julie 1946, 2792 van 30 Desember 1949 en 790 van 30 Mei 1963 binne die landdrostrik Kroonstad geval het.

- (iv) *Transvaal*.—In die landdrostrikte Alberton, Benoni, Boksburg, Brakpan (uitgesonderd dié gedeeltes van laasgenoemde twee landdrostrikte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (uitgesonderd dié gedeelte wat voor die publikasie van Goewermentskennisgewing 749 van 19 Mei 1961 binne die landdrostrik Randfontein geval het, maar nie die gedeelte wat voor die publikasie van Goewermentskennisgewing 2546 van 5 Desember 1947, soos gewysig by Goewermentskennisgewing 476 van 30 September 1966, binne die landdrostrik Krugersdorp geval het nie), Nigel (uitgesonderd dié gedeelte wat voor 1 Julie 1972 (Goewermentskennisgewing 871 van 26 Mei 1972) binne die landdrostrik Balfour geval het), Potchefstroom, Pretoria (uitgesonderd dié gedeelte wat voor die publikasie van Goewermentskennisgewing 91 van 11 Januarie 1946 binne die landdrostrik Bronkhorstspuit geval het), Randburg, Roodepoort, Springs, Wonderboom, in dié gedeeltes van die landdrostrikte Koster en Brits wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 en voor 1 Junie 1972 (Goewermentskennisgewing 872 van 26 Mei 1972) binne die landdrostrik Krugersdorp geval het, in dié gedeeltes van die landdrostrikte Warmbad en Cullinan wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1410 van 23 Junie 1950 en 970 van 30 Mei 1968 binne die landdrostrik Pretoria geval het, in dié gedeelte van die landdrostrik Brits wat voor 1 Junie 1972 (Goewermentskennisgewing 870 van 26 Mei 1972) binne die landdrostrik Pretoria geval het, in dié gedeeltes van die landdrostrikte Oberholzer, Randfontein en Westonaria wat voor die publikasie van onderskeidelik Goewermentskennisgewings 1717 van 14 Augustus 1953, 2546 van 5 Desember 1947 en 1745 van 1 September 1978 binne die landdrostrik Potchefstroom geval het en in dié gedeelte van die landdrostrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrostrik Roodepoort geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing "Bioskoop- en Skouburgbedryf" (13) deur die volgende:

(13) " 'Bioskoop- en Skouburgbedryf' of 'Bedryf' die Bedryf waarin—

- werkgewers en werknemers met mekaar geassosieer is vir die oprigting van toneelrekwisiete en die onderhoud en montering van elektriese en ander uitrusting, met inbegrip van rolprente van 35 mm, in verband met geboue of teaters waarin dié toneelopvoerings, -vertonings en -aanbiedings van sodanige werkgewers plaasvind;
- die kontantontvangste van toneelopvoerings, -vertonings en -aanbiedings in (a) bedoel, ontvang en gehanteer word deur werkgewers in (a) bedoel;
- die kostuums van spelers en ander in diens van werkgewers in (a) bedoel, deur sodanige werkgewers ontwerp, gemaak, versorg, herstel of verstel word;
- werkgewers in (a) bedoel, aan die publiek wat opvoerings, vertonings en aanbiedings bywoon in teaters wat aan sodanige werkgewers behoort, persoonlike bediening verskaf deur bemiddeling van plekaanwysers, portiers, joggies, deurwagters en dergelike persone, uitgesonderd die verskaffing van verversings; en
- bioskoopuitrusting en/of -bybehore, met inbegrip van advertensiemateriaal en/of projeksiebybehore wat deur 'n werkgewer in voorraad gehou, verkoop en/of uitgehuur word, en waarin ontwikkelde rolprente van 35 mm vir openbare vertoning versprei word, en dit sluit ook in herstelwerk aan al bogenoemde uitrusting en/of bybehore deur sodanige werkgewer met die doel om sodanige uitrusting en/of bybehore in voorraad te hou, te verkoop en/of uit te verhuur; "

Magisterial District of Bloemfontein and in those portions of the Magisterial Districts of Koppies, Odendaalsrus and Hennenman which, prior to the publication of Government Notices 1469 of 12 July 1946, 2792 of 30 December 1949 and 790 of 30 May 1963, respectively, fell within the Magisterial District of Kroonstad.

- (iv) *Transvaal*.—In the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan (excluding those portions of the latter two Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp (excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein, but not any portion which, prior to the publication of Government Notice 2546 of 5 December 1947, as amended by Government Notice 476 of 30 September 1966, fell within the Magisterial District of Krugersdorp), Nigel (excluding that portion which, prior to 1 July 1972 (Government Notice 871 of 26 May 1972), fell within the Magisterial District of Balfour], Potchefstroom, Pretoria (excluding that portion which, prior to the publication of Government Notice 91 of 11 January 1946, fell within the Magisterial District of Bronkhorstspuit), Randburg, Roodepoort, Springs, Wonderboom, in those portions of the Magisterial Districts of Koster and Brits which, prior to the publication of Government Notice 1105 of 26 July 1963 and prior to 1 June 1972 (Government Notice 872 of 26 May 1972), fell within the Magisterial District of Krugersdorp, in those portions of the Magisterial Districts of Warmbaths and Cullinan which, prior to the publication of Government Notices 1410 of 23 June 1950 and 970 of 30 May 1968, respectively, fell within the Magisterial District of Pretoria, in that portion of the Magisterial District of Brits which, prior to 1 June 1972 (Government Notice 870 of 26 May 1972), fell within the Magisterial District of Pretoria, in those portions of the Magisterial Districts of Oberholzer, Randfontein and Westonaria which, prior to the publication of Government Notices 1717 of 14 August 1953, 2546 of 5 December 1947 and 1745 of 1 September 1978, respectively, fell within the Magisterial District of Potchefstroom and in that portion of the Magisterial District of Westonaria which, prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only to the employees for whom minimum wages are prescribed in this Agreement and to the employers of such employees.

2. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition of "Cinematograph and Theatre Industry" (13):

(13) " 'Cinematograph and Theatre Industry' or 'Industry' means the Industry in which—

- employers and employees are associated for the purpose of erecting stage props and maintaining and assembling electrical and other equipment, including 35 mm films, associated with buildings or theatres in which the theatrical productions, performances and exhibitions of such employers take place;
- the cash takings of the theatrical productions, performances and exhibitions referred to in (a) are received and dealt with by employers referred to in (a);
- the costumes of performers and others, employed by employers referred to in (a) are designed, made, maintained, repaired or altered by such employers;
- personal attendance on the public attending productions, performances and exhibitions in theatres belonging to employers referred to in (a) is furnished through ushers, commissionaires, page boys, doorkeepers and the like by such employers, but not the provision of refreshments; and
- is carried on the stocking, selling and/or hiring out of cinematograph equipment and/or accessories, including advertising material and/or projection accessories, undertaken by an employer in conjunction with the distribution of 35 mm processed film for public exhibition, and includes the repair of any of the said equipment and/or accessories by such employer for the purpose of stocking, selling and/or hiring out by him of such equipment and/or accessories; "

3. KLOUSULE 4.—LONE

(1) Vervang subklousule (1) (a) deur die volgende:

“(1) (a) (i) *Voltydse werknemers*.—Behoudens paragraaf (b), is die minimum lone wat aan elke *voltydse werknemer* betaal en deur hom aanvaar moet word, soos hieronder uiteengesit:

3. CLAUSE 4.—WAGES

(1) Substitute the following for subclause (1) (a):

“(1) (a) (i) *Full-time employees*.—Subject to the provisions of paragraph (b), the minimum wages which shall be paid to and be accepted by every *full-time employee* shall be set out hereunder:

WEEKLIKS EN/OF MAANDELIKS BESOLDIGDE WERKNEMERS**LOONTABEL**

Werknemergrade	Minimum lone			
	Gebied A		Gebied B	
	Voltydse werknemers		Voltydse werknemers	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Werknemers graad 1				
Rolprentmasjien- en klanktegnikus (uitgesonderd 16 mm).....	146,55	635,00	135,00	585,00
Elektrisiën.....				
Passer en draaier.....				
Plakkaatkunstenaar.....				
Toneelrekwisietemaker.....				
Dekorkunstenaar.....				
Reisiger.....				
Stoffeerder.....				
Kostumier-toesighouer.....				
Verhoogmeganis.....				
Werknemers graad 2				
Kassier-toesighouer.....	130,39	565,00	114,24	495,00
Versender-toesighouer.....				
Magasynman-verkoper-toesighouer.....				
Werknemers graad 3				
Klerk/filmotekaris:				
Eerste ses maande diens.....	75,00	325,00	65,77	285,00
Daarna.....	115,39	500,00	92,31	400,00
Deurwag-portier.....				
Werknemers graad 4				
Kassier (uitgesonderd kassasiers by inrybioskope in diens).....	98,08	425,00	85,39	370,00
Spysenieringtoesighouer.....				
Rolprentmasjien- en -klanktegnikus—16 mm.....				
Versender.....				
Kleder/Kleedster.....				
Projekteerder—35 mm en hoër.....				
Toneelbaas.....				
Toneelingangwagter.....				
Verhoogelektrix.....				
Verhooghandlanger.....				
Werknemers graad 5				
Kontinuïteitswerknemer.....	92,31	400,00	80,78	350,00
Faktotum.....				
Rolprentfilmsamesteller.....				
Werknemers graad 6				
Drywer—				
1 300 kg en minder.....	70,39	305,00	61,16	265,00
1 301 kg–2 722 kg.....	75,00	325,00	72,70	315,00
meer as 2 722 kg.....	101,55	440,00	95,78	415,00
Werknemers graad 7				
Kassier (by inrybioskope in diens).....	84,24	365,00	73,85	320,00
Elektrisiën se assistent.....				
Passer en draaier se assistent.....				
Gordyntrekman.....				
Stoffeerder se assistent.....				
Plekaanwyser-toesighouer.....				
Kostumier.....				
Werknemers graad 8				
Bioskoopassistent (uitgesonderd bioskoop-assistente by inrybioskope in diens).....	75,00	325,00	65,77	285,00
Deurwag.....				
Projekteerder (16 mm en laer).....				
Kwekeling-projekteerder.....				
Naaldwerkster.....				
Skyfiekunstenaar.....				
Magasynman-verkoper-assistent.....				

Werknemergrade	Minimum lone			
	Gebied A		Gebied B	
	Voltydse werknemers		Voltydse werknemers	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Werknemers graad 9				
Kleedkameropsigter	65,77	285,00	58,85	255,00
Toonbankbediener				
Besteller				
Rolprentopnemer				
Rolprenthersteller				
Leesstofverkoper				
Plakaatkunstenaar se assistent				
Skyfiekunstenaar se assistent				
Plekaanwyser				
Werknemers graad 10				
Uitroeper	64,62	280,00	54,23	235,00
Bioskoopassistent (slegs by inrybioskope in diens)				
Algemene werker				
Verpakker-toedraaier				
Vervanger				
Werknemers graad 11				
Wag	69,24	300,00	56,54	245,00
(72 gewone ure per week)				

WEEKLY AND/OR MONTHLY-PAID EMPLOYEES

WAGE SCHEDULE

Employee grades	Minimum wages			
	Area A		Area B	
	Full-time employees		Full-time employees	
	Per week	Per month	Per week	Per month
	R	R	R	R
Grade 1 employees				
Cinematograph machine and sound technician (other than 16 mm)	146,55	635,00	135,00	585,00
Electrician				
Fitter and turner				
Poster artist				
Property maker				
Scenic artist				
Traveller				
Upholsterer				
Wardrobe mistress supervisor				
Stage mechanist				
Grade 2 employees				
Cashier-supervisor	130,39	565,00	114,24	495,00
Despatch-supervisor				
Storeman salesman supervisor				
Grade 3 employees				
Clerk/film librarian:				
First six months employment	75,00	325,00	65,77	285,00
Thereafter	115,39	500,00	92,31	400,00
Doorman commissionaire				
Grade 4 employees				
Cashier (excluding cashiers employed in drive-in cinemas)	98,08	425,00	85,39	370,00
Catering supervisor				
Cinematograph machine and sound technician—16 mm				
Despatcher				
Dresser				
Projectionist—35 mm and above				
Property master				
Stage doorkeeper				
Stage electrix				
Stage hand				

Employee grades	Minimum wages			
	Area A		Area B	
	Full-time employees		Full-time employees	
	Per week	Per month	Per week	Per month
	R	R	R	R
<i>Grade 5 employees</i>				
Continuity employee	92,31	400,00	80,78	350,00
Handyman				
Motion picture film editor				
<i>Grade 6 employees</i>				
Driver—				
1 300 kg and less	70,39	305,00	61,16	265,00
1 301 kg–2 722 kg	75,00	325,00	72,70	315,00
over 2 722 kg	101,55	440,00	95,78	415,00
<i>Grade 7 employees</i>				
Cashier (employed in drive-in cinemas)	84,24	365,00	73,85	320,00
Electrician's assistant				
Fitter and turner's assistant				
Flyman				
Upholsterer's assistant				
Usher-supervisor				
Wardrobe mistress				
<i>Grade 8 employees</i>				
Cinema assistant (excluding of cinema assistants employed in drive-ins)	75,00	325,00	65,77	285,00
Doorman				
Projectionist (16 mm and below)				
Projectionist trainee				
Seamstress				
Slide artist				
Storeman salesman assistant				
<i>Grade 9 employees</i>				
Cloakroom attendant	65,77	285,00	58,85	255,00
Counterhand				
Delivery employee				
Film recorder				
Film repairer				
Literature seller				
Poster artist's assistant				
Slide artist assistant				
Usher				
<i>Grade 10 employees</i>				
Caller	64,62	280,00	54,23	235,00
Cineama assistant (employed in drive-ins only)				
General worker				
Packer-wrapper				
Puller				
<i>Grade 11 employees</i>				
Watchman	69,24	300,00	56,54	245,00
(72 ordinary hours per week)				

(1) (a) (ii) *Deeltydse werknemers*.—Behoudens paragraaf (b), is die minimum lone wat aan elke *deeltydse werknemer* betaal en deur hom aanvaar moet word, soos hieronder uiteengesit:

(1) (a) (ii) *Part-time employees*.—Subject to the provisions of paragraph (b), the minimum wages which shall be paid to and be accepted by every *part-time employee* shall be as set out hereunder:

WEEKLIKS EN/OF MAANDELIKS BESOLDIGDE WERKNEMERS

LOONTABEL

Werknemergrade	Minimum lone			
	Gebied A		Gebied B	
	Deeltydse werknemers		Deeltydse werknemers	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Werknemers graad 1				
Rolprentmasjien- en -klanktegnikus (uitgesonderd 16 mm).....	91,46	396,30	84,71	367,05
Elektrisiën.....				
Passer en draaier				
Plakkaatkunstenaar				
Toneelrekwisietemaker				
Dekorkunstenaar				
Reisiger.....				
Stoffeerder				
Kostumier-toesighouer.....				
Verhoogmeganis				
Werknemers graad 2				
Kassier-toesighouer.....	81,68	353,92	71,21	308,55
Versender-toesighouer				
Magasynman-verkoper-toesighouer.....				
Werknemers graad 3				
Klerk/filmotekaris:				
Eerste ses maande diens.....	37,80	163,79	33,08	143,34
Daarna	69,53	301,27	55,35	239,83
Deurwag-portier.....				
Werknemers graad 4				
Kassier (uitgesonderd kassasiers by inrybioskope in diens).....	59,06	255,91	51,64	223,76
Spysenieringstoeshouder.....				
Rolprentmasjien- en -klanktegnikus—16 mm				
Versender				
Kleder/Kleedster				
Projekteerder—35 mm en hoër.....				
Toneelbaas				
Toneelingangwagter				
Verhoogelektrix				
Verhooghandlanger.....				
Werknemers graad 5				
Kontinuïteitswerknemer	49,61	214,96	43,54	188,66
Faktotum				
Rolprentfilmsamsteller.....				
Werknemers graad 6				
Drywer—				
1 300 kg en minder	37,80	163,78	33,08	143,34
1 301 kg—2 722 kg.....	40,50	175,49	39,15	169,64
meer as 2 722 kg	54,34	235,46	51,30	222,28
Werknemers graad 7				
Kassier (by inrybioskope in diens).....	45,23	195,98	39,83	172,58
Elektrisiën se assistent.....				
Passer en draaier se assistent				
Gordyntrekman.....				
Stoffeerder se assistent				
Plekaanwyser-toesighouer.....				
Kostumier				
Werknemers graad 8				
Bioskoopassistent (uitgesonderd bioskoop-assistente by inrybioskope in diens)	37,80	163,79	33,08	143,34
Deurwag.....				
Projekteerder (16 mm en laer).....				
Kwekeling-projekteerder				
Naaldwerkster				
Skyfiekunstenaar.....				
Magasynman-verkoper-assistent.....				

Werknemergrade	Minimum lone			
	Gebied A		Gebied B	
	Deeltydse werknemers		Deeltydse werknemers	
	Per week	Per maand	Per week	Per maand
	R	R	R	R
Werknemers graad 9				
Kleedkameropsigter	33,08	143,34	29,36	127,22
Toonbankbediener				
Besteller				
Rolprentopnemer				
Rolprenthersteller				
Leesstofverkoper				
Plakaatkunstenaar se assistent				
Skyfiekunstenaar se assistent				
Plekaanwyser				
Werknemers graad 10				
Uitroeper	32,06	138,92	27,00	116,99
Bioskoopassistent (slegs by inrybioskope in diens)				
Algemene werker				
Verpakker-toedraaier				
Vervanger				
Werknemers graad 11				
Wag	34,56	149,75	28,68	121,67
(72 gewone ure per week)				

WEEKLY- AND/OR MONTHLY-PAID EMPLOYEES

WAGE SCHEDULE

Employee grades	Minimum wages			
	Area A		Area B	
	Part-time employees		Part-time employees	
	Per week	Per month	Per week	Per month
	R	R	R	R
Grade 1 employees				
Cinematograph machine and sound technician (other than 16 mm)	91,46	396,30	84,71	367,05
Electrician				
Fitter and turner				
Poster artist				
Property maker				
Scenic artist				
Traveller				
Upholsterer				
Wardrobe mistress supervisor	81,68	353,92	71,21	308,55
Stage mechanist				
Grade 2 employees				
Cashier-supervisor	81,68	353,92	71,21	308,55
Despatch-supervisor				
Storeman-salesman-supervisor				
Grade 3 employees				
Clerk/film librarian:				
First six months employment	37,80	163,79	33,08	143,34
Thereafter	69,53	301,27	55,35	239,83
Doorman-commissionaire				
Grade 4 employees				
Cashier (excluding cashiers employed in drive-in cinemas)	59,06	255,91	51,64	223,76
Catering supervisor				
Cinematograph machine and sound technician—16 mm				
Despatcher				
Dresser				
Projectionist—35 mm and above				
Property master				
Stage doorkeeper				
Stage electrix				
Stage hand				

Employee grades	Minimum wages			
	Area A		Area B	
	Part-time employees		Part-time employees	
	Per week	Per month	Per week	Per month
	R	R	R	R
<i>Grade 5 employees</i>				
Continuity employee	49,61	214,96	43,54	188,66
Handyman				
Motion picture film editor				
<i>Grade 6 employees</i>				
Driver—				
1 300 kg and less	37,80	163,78	33,08	143,34
1 301 kg–2 722 kg	40,50	175,49	39,15	169,64
over 2 722 kg	54,34	235,46	51,30	222,28
<i>Grade 7 employees</i>				
Cashier (employed in drive-in cinemas)	45,23	195,98	39,83	172,58
Electrician's assistant				
Fitter and turner's assistant				
Flyman				
Upholsterer's assistant				
Usher supervisor				
Wardrobe mistress				
<i>Grade 8 employees</i>				
Cinema assistant (excluding of cinema assistants employed in drive-ins)	37,80	163,79	33,08	143,34
Doorman				
Projectionist (16 mm and below)				
Projectionist trainee				
Seamstress				
Slide artist				
Storeman-salesman assistant				
<i>Grade 9 employees</i>				
Cloakroom attendant	33,08	143,34	29,36	127,22
Counterhand				
Delivery employee				
Film recorder				
Film repairer				
Literature seller				
Poster artist's assistant				
Slide artist assistant				
Usher				
<i>Grade 10 employees</i>				
Caller	32,06	138,92	27,00	116,99
Cinema assistant (employed in drive-ins only)				
General worker				
Packer-wrapper				
Puller				
<i>Grade 11 employees</i>				
Watchman	34,56	149,75	28,68	121,67
(72 ordinary hours per week)				

(1) (a) (iii) *Los werknemers*.—Behoudens paragraaf (b) is die lone wat aan elke *los werknemer* betaal en deur hom aanvaar moet word, soos hieronder uiteengesit:

(1) (a) (iii) *Casual employees*.—Subject to the provisions of paragraph (b), the minimum wages which shall be paid to and accepted by every *casual employee* shall be as set out hereunder:

LOS WERKNEMERS—LOON VIR VOL DAG EN/OF LOON VIR HALFDAG

LOONTABEL

Werknemersgrade	Minimum lone			
	Gebied A		Gebied B	
	Los werknemers		Los werknemers	
	Per vol dag	Per halfdag	Per vol dag	Per halfdag
	R	R	R	R
Werknemers graad 1				
Rolprentmasjien- en -klanktegnikus (uitgesonderd 16 mm).....				
Elektrisiën.....				
Passer en draaier.....				
Plakkaatkunstenaar.....				
Toneelrekwisietemaker.....	27,44	13,72	25,41	12,71
Dekorkunstenaar.....				
Reisiger.....				
Stoffeerder.....				
Kostumier-toesighouer.....				
Verhoogmeganis.....				
Werknemers graad 2				
Kassier-toesighouer.....	24,50	12,25	21,36	10,68
Versender-toesighouer.....				
Magasynman-verkoper-toesighouer.....				
Werknemers graad 3				
Klerk/filmotekaris:				
Eerste ses maande diens.....	11,34	5,67	9,92	4,96
Daarna.....	20,86	10,43	16,60	8,30
Deurwag-portier.....				
Werknemers graad 4				
Kassier (uitgesonderd kassiers by inrybioskope in diens).....				
Spysenieringtoesighouer.....				
Rolprentmasjien- en -klanktegnikus—16 mm.....				
Versender.....				
Kleder/Kleedster.....	17,72	8,86	15,49	7,75
Projekteerder—35 mm en hoër.....				
Toneelbaas.....				
Toneelingangwagter.....				
Verhoogelektrix.....				
Verhooghandlanger.....				
Werknemers graad 5				
Kontinuiteitswerknemer.....	14,88	7,44	13,06	6,53
Faktotum.....				
Rolprentfilmsamesteller.....				
Werknemers graad 6				
Drywer—				
1 300 kg en minder.....	11,34	5,67	9,92	4,96
1 301 kg–2 722 kg.....	12,25	6,08	11,74	5,87
meer as 2 722 kg.....	16,30	8,15	15,39	7,69
Werknemers graad 7				
Kassier (by inrybioskope in diens).....				
Elektrisiën se assistent.....				
Passer en draaier se assistent.....				
Gordyntrekman.....	13,57	6,78	11,95	5,97
Stoffeerder se assistent.....				
Plekaanwyser-toesighouer.....				
Kostumier.....				
Werknemers graad 8				
Bioskoopassistent (uitgesonderd bioskoop-assistente by inrybioskope in diens).....				
Deurwag.....				
Projekteerder (16 mm en laer).....	11,34	5,67	9,92	4,96
Kwekeling-projekteerder.....				
Naaldwerkster.....				
Skyfiekunstenaar.....				
Magasynman-verkoper-assistent.....				

Werknemersgrade	Minimum lone			
	Gebied A		Gebied B	
	Los werknemers		Los werknemers	
	Per vol dag	Per halfdag	Per vol dag	Per halfdag
	R	R	R	R
<i>Werknemers graad 9</i>				
Kleedkameropsigter				
Toonbankbediener				
Besteller				
Rolprentopnemer				
Rolprenthersteller	9,92	4,96	8,81	4,40
Leesstofverkoper				
Plakaatkunstenaar se assistent				
Skyfiekunstenaar se assistent				
Plekaanwyser				
<i>Werknemers graad 10</i>				
Uitroeper				
Bioskoopassistent (slegs by inrybioskope in diens)				
Algemene werker	9,62	4,81	8,10	4,05
Verpakker—toedraaiër				
Vervanger				
<i>Werknemers graad 11</i>				
Wag	10,36	5,18	8,42	4,21''
(72 gewone ure per week)				

CASUAL EMPLOYEES—DAILY AND/OR HALF DAILY WAGE

WAGE SCHEDULE

Employee grades	Minimum wages			
	Area A		Area B	
	Casual employees		Casual employees	
	Per full day	Per half day	Per full day	Per half day
	R	R	R	R
<i>Grade 1 employees</i>				
Cinematograph machine and sound technician (other than 16 mm)				
Electrician				
Fitter and turner				
Poster artist				
Property maker	27,44	13,72	25,41	12,71
Scenic artist				
Traveller				
Upholsterer				
Wardrobe mistress supervisor				
Stage machanicist				
<i>Grade 2 employees</i>				
Cashier-supervisor	24,50	12,25	21,36	10,68
Despatch supervisor				
Storeman-salesman-supervisor				
<i>Grade 3 employees</i>				
Clerk/film librarian:				
First six months of employment	11,34	5,67	9,92	4,96
Thereafter	20,86	10,43	16,60	8,30
Doorman-commissionaire				
<i>Grade 4 employees</i>				
Cashier (excluding cashiers employed in drive-in cinemas)				
Catering supervisor				
Cinematograph machine and sound technician—16 mm				
Despatcher				
Dresser	17,72	8,86	15,49	7,75
Projectionist—35 mm and above				
Property master				
Stage doorkeeper				
Stage electrix				
Stage hand				

Employee grades	Minimum wages			
	Area A		Area B	
	Casual employees		Casual employees	
	Per full day	Per half day	Per full day	Per half day
	R	R	R	R
Grade 5 employees				
Continuity employee	14,88	7,44	13,06	6,53
Handyman				
Motion picture film editor				
Grade 6 employees				
Driver—				
1 300 kg and less	11,34	5,67	9,92	4,96
1 301 kg–2 722 kg	12,25	6,08	11,74	5,87
over 2 722 kg	16,30	8,15	15,39	7,69
Grade 7 employees				
Cashier (employed in drive-in cinemas)	13,57	6,78	11,95	5,97
Electrician's assistant				
Fitter and turner's assistant				
Flyman				
Upholsterer's assistant				
Usher supervisor				
Wardrobe mistress				
Grade 8 employees				
Cinema assistant (excluding of cinema assistants employed in drive-ins)	11,34	5,67	9,92	4,96
Doorman				
Projectionist (16 mm and below)				
Projectionist trainee				
Seamstress				
Slide artist				
Storeman-salesman-assistant				
Grade 9 employees				
Cloakroom attendant	9,92	4,96	8,81	4,40
Counterhand				
Delivery employee				
Film recorder				
Film repairer				
Literature seller				
Poster artist's assistant				
Slide artist assistant				
Usher				
Grade 10 employees				
Caller	9,62	4,81	8,10	4,05
Cinema assistant (employed in drive-ins only)				
General worker				
Packer-wrapper				
Puller				
Grade 11 employees				
Watchman	10,36	5,18	8,42	4,21"
(72 ordinary hours per week)				

(2) Vervang subklousules (1) (c) en (d) deur die volgende:

“(c) *Deeltydse werknemers*.—’n Deeltydse werknemer moet minstens die minimum loon in subklousule (1) (a) (ii) hierbo voorgeskryf betaal word, indien daar van hom vereis word om in ’n noodgeval soos omskryf en gedurende skoolvakansies te werk.

(d) *Los werknemers*.—’n Los werknemer moet ten opsigte van elke dag waarop daar van hom verwag word om langer as vyf maar hoogstens nege uur te werk, minstens die minimum loon voorgeskryf vir ’n volle dag in die loontabel in subklousule (1) (a) (iii) hierbo betaal word: Met dien verstande dat waar ’n werkgever van ’n los werknemer vereis om vir ’n tydperk van hoogstens vyf uur op ’n dag te werk, sy loon verminder kan word tot minstens die loon voorgeskryf vir ’n halfdag in genoemde tabel: Voorts met dien verstande dat wanneer ’n los werknemer langer as nege uur op ’n dag werk of waar sy werkdagbestek op enige dag 14 uur oorskryf, alle ure bo nege of 14 geag moet word oortyd te wees.”

(3) In subklousule (5) (c) en (d), voeg die woorde “uitgesonderd ’n los werknemer,” in tussen die woorde “werknemer” en “is” in elke para-graaf.

(2) Substitute the following for subclause (1) (c) and (d):

“(c) *Part-time employees*.—A part-time employee shall be paid not less than the minimum wage prescribed in subclause (1) (a) (ii) above, subject to being called upon to work in an emergency as defined and during school holidays.

(d) *Casual employees*.—A casual employee shall in respect of each day on which he is called upon to work more than five hours but not more than nine hours, be paid not less than the minimum wage prescribed for a “full day” in the Wage Schedule in subclause (1) (a) (iii) above: Provided that where an employer requires a casual employee to work for a period of not more than five hours on any day his wage may be reduced to not less than the wage prescribed for a “half day” in the aforesaid schedule: Provided further that if a casual employee works in excess of nine hours on any day or whose spreadover exceeds 14 hours on any day all such hours worked in excess shall be deemed to be overtime.”

(3) In subclause (5) (c) and (d), insert the words “other than a casual employee” between the words “employee” and “shall” in each paragraph.

(4) In subklousule (5), voeg die volgende nuwe paragraaf (e) in:

“(e) In die geval van los werknemers, is die uurloon vir sodanige werknemer, vir die doel van oortydberekening, die tarief vir ’n volle dag, gedeel deur 9.”.

4. KLOUSULE 6.—GEWONE WERKURE

In die voorbehoudsbepaling van subklousule (1) (b), voeg die woorde “en gedurende skoolvakansies” in na die woord “noodgeval”.

Namens die partye op hede die 28ste dag van Oktober 1987 te Johannesburg onderteken.

A. C. OOSTHUIZEN,
Voorsitter.

E. SIEW,
Ondervoorsitter.

H. COHN,
Sekretaris.

(4) In subclause (5), insert the following new subclause (e):

“(e) In the case of casual employees, for the purpose of calculating overtime, the hourly rate for such employee shall be his full day's rate of pay divided by 9.”.

4. CLAUSE 6.—ORDINARY HOURS OF WORK

In the proviso to subclause (1) (b), insert the words “and during school holidays” after the word “emergency”.

Signed at Johannesburg, on behalf of the parties, this 28th day of October 1987.

A. C. OOSTHUIZEN,
Chairman.

E. SIEW,
Vice-Chairman.

H. COHN,
Secretary.

No. R. 138

29 Januarie 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BIOSKOOP- EN SKOUBURGBEDRYF.—HERNU- WING VAN OOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van Goewermentskennisgewings R. 546 van 18 Maart 1983, R. 598 van 30 Maart 1984, R. 591 van 22 Maart 1985, R. 1745 van 22 Augustus 1986 en R. 137 van 29 Januarie 1988, van krag is vanaf 1 April 1988 en vir die tydperk wat op 30 Junie 1988 eindig.

M. W. J. LE ROUX,
Direkteur: Mannekrag.

No. R. 138

29 January 1988

LABOUR RELATIONS ACT, 1956

CINEMATOGRAPH AND THEATRE INDUSTRY.— RENEWAL OF AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 546 of 18 March 1983, R. 598 of 30 March 1984, R. 591 of 22 March 1985, R. 1745 of 22 August 1986 and R. 137 of 29 January 1988, to be effective from 1 April 1988 and for the period ending 30 June 1988.

M. W. J. LE ROUX,
Director: Manpower.

DEPARTEMENT VAN VERVOER

No. R. 100

29 Januarie 1988

TONNEMAATREGULASIES, 1986

Die Minister van Vervoerwese het ingevolge artikel 356 (2) van die Handelskeepvaartwet, 1951 (Wet 57 van 1951), die regulasie in die Bylae hiervan uiteengesit, uitgevaardig.

BYLAE

1. In hierdie regulasie beteken “die Regulasies” die Tonnemaatregulasies, 1986, afgekondig by Goewermentskennisgewing R. 1129 van 6 Junie 1986 in *Staatskoerant* 10267.

2. Die Regulasies word hierby gewysig deur die volgende voorbehoudsbepaling aan die einde van regulasie 4 by te voeg:

“Met dien verstande dat die netto tonnemaat van skepe met ’n lengte van minder as 24 meter nie bereken word nie.”.

DEPARTMENT OF TRANSPORT

No. R. 100

29 January 1988

TONNAGE REGULATIONS, 1986

The Minister of Transport Affairs has, under section 356 (2) of the Merchant Shipping Act, 1951 (Act 57 of 1951), made the regulation set out in the Schedule hereto.

SCHEDULE

1. In these regulations “the Regulations” means the Tonnage Regulations, 1986, promulgated under Government Notice R. 1129 of 6 June 1987 in *Gazette* 10267.

2. The Regulations are hereby amended by the addition of the following proviso at the end of regulation 4:

“Provided that net tonnage shall not be computed in respect of ships of less than 24 metres in length.”.

Help om ons land, Suid-Afrika, skoon te hou!

Please keep our country, South Africa, clean!

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1987 tot 30 September 1988 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1987 to 30 September 1988, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

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Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei
ons nie slegs uitgawes nie maar wen ook ten opsigte van
ons kosbare water- en elektrisiteitsvoorraad

**Save a drop — and save a million**

Water conservation is very important to the community
and industry to ensure their survival. So save water!

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