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No. 11543

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2077

14 October 1988

MEAT BOARD

It is hereby notified for general information that the Meat Board referred to in section 3 of the Livestock and Meat Control Scheme published by Proclamation R. 200 of 1964, as amended has under section 15 (p) of the said Scheme—

- (a) made the determination set out in the Schedule; and
- (b) determined that the said amendment shall come into operation on 3 October 1988.

P. H. COETZEE,
Senior General Manager.

SCHEDULE

The Schedule to Government Notice R. 2749 of 11 December 1987 as amended by Government Notice R. 226 of 19 February 1988 and R. 1955 of 30 September 1988 is hereby further amended by the insertion of the following definition therein:

“ceiling price” means the weekly determined price for the individual market based on an anticipated market value plus 10 percent.

No. R. 2079

14 October 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

CITRUS SCHEME.—PROHIBITION OF THE SALE OF ORANGES—REVOCATION

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act 59 of 1968), that—

- (a) the Citrus Board referred to in section 6 of the Citrus Scheme published by Proclamation R. 2 of 1979, as amended, has under section 33 of the said Scheme revoked the prohibition published by Government Notice R. 718 of 15 April 1988;

44—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 2077

14 Oktober 1988

VLEISRAAD

Hiermee word vir algemene inligting bekendgemaak dat die Vleisraad bedoel in artikel 3 van die Vee- en Vleisreëlinskema gepubliseer by Proklamasie R. 200 van 1964, soos gewysig, kragtens artikel 15 (p) van genoemde Skema—

- (a) die bepaling in die Bylae uiteengesit, gemaak het; en
- (b) bepaal het dat genoemde bepaling op 3 Oktober 1988 in werking tree.

P. H. COETZEE,
Senior Hoofbestuurder.

BYLAE

Die Bylae by Goewermentskennisgewing R. 2749 van 11 Desember 1987, soos gewysig, by Goewermentskennisgewing R. 226 van 19 Februarie 1988 en R. 1955 van 30 September 1988 word hierby verder gewysig deur die volgende woordskrywing daarin te voeg:

“plafonprys” die weeklikse vasgestelde prys vir elke individuele mark op grond van 'n verwagte markprys plus 10 persent.

No. R. 2079

14 Oktober 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SITRUSSKEMA.—VERBOD OP DIE VERKOOP VAN LEMOENE—OPHEFFING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hiermee ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet 59 van 1968), bekend dat—

- (a) die Sitrusraad bedoel in artikel 6 van die Sitruuskema gepubliseer by Proklamasie R. 2 van 1979, soos gewysig, kragtens artikel 33 van genoemde Skema die verbod gepubliseer by Goewermentskennisgewing R. 718 van 15 April 1988, opgehef het;

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(b) the said revocation was approved by me and shall come into operation on 24 October 1988; and

(c) Government Notice R. 718 of 15 April 1988 is repealed with effect from the said date of commencement.

J. J. G. WENTZEL,
Minister of Agriculture.

No. R. 2088

14 October 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

DRY BEAN SCHEME.—RECORDS AND RETURNS

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act 59 of 1968), that—

(a) the Dry Bean Board referred to in section 6 of the Dry Bean Scheme published by Government Notice R. 370 of 27 February 1987, has under section 36 of the said Scheme issued the directions and requirements set out in the Schedule;

(b) the said directions and requirements have been approved by me and shall come into operation on the date of publication hereof; and

(c) Government Notices R. 2024 of 14 September 1979 and R. 2463 of 2 November 1979 are repealed with effect from the said date of commencement.

J. J. G. WENTZEL,
Minister of Agriculture.

SCHEDULE

Definitions

1. Any word or expression in this Schedule to which a meaning has been assigned in the Scheme shall have that meaning and, unless the context indicates otherwise—

“dry bean trader” means—

(a) any person registered or required to be registered under section 41 of the Scheme;

(b) any person who purchases dry beans in the Republic from someone other than a producer, if the dry beans so purchased, or any quantity thereof, are or are intended to be disposed of, in whatever form, by that person for any consideration whatsoever, excluding such person who sells dry beans direct to the public only in retail quantities;

(c) any person who imports dry beans into the Republic; and

(d) any person who exports dry beans from the Republic; and

“the Scheme” means the Dry Bean Scheme published by Government Notice R. 370 of 27 February 1987.

Records relating to dry beans

2. Each dry bean trader shall record full particulars in respect of dry beans—

(a) sold to him by a producer or by him on behalf of a producer;

(b) imported by him into the Republic;

(c) purchased by him from another dry bean trader in the Republic;

(d) exported by him from the Republic; and

(e) sold by him from his own stock for consumption in the Republic.

(b) bedoelde opheffing deur my goedgekeur is en op 24 Oktober 1988 in werking tree; en

(c) Goewermentskennisgewing R. 718 van 15 April 1988 met ingang van genoemde datum van inwerking-treding herroep word.

J. J. G. WENTZEL,
Minister van Landbou.

No. R. 2088

14 Oktober 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

DROËBONESKEMA.—AANTEKENINGE EN OPGAWES

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemakingswet, 1968 (Wet 59 van 1968), bekend dat—

(a) die Droëboneraad bedoel in artikel 6 van die Droëboneskema gepubliseer by Goewermentskennisgewing R. 370 van 27 Februarie 1987, kragtens artikel 36 van genoemde Skema die lasgewings en voorskrifte in die Bylae uiteengesit, uitgereik het;

(b) genoemde lasgewings en voorskrifte deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en

(c) Goewermentskennisgewings R. 2024 van 14 September 1979 en R. 2463 van 2 November 1979 met ingang van genoemde datum van inwerkingtreding herroep word.

J. J. G. WENTZEL,
Minister van Landbou.

BYLAE

Woordskrywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis en, tensy uit die samehang anders blyk, beteken—

“die Skema” die Droëbonesekma gepubliseer by Goewermentskennisgewing R. 370 van 27 Februarie 1987; en

“droëbonehandelaar”—

(a) iemand wat kragtens artikel 41 van die Skema geregistreer is of daarkragtens geregistreer behoort te wees;

(b) iemand wat droëbone in die Republiek van iemand anders as 'n produsent aankoop indien die aldus aangekoopte droëbone, of 'n hoeveelheid daarvan, van die hand gesit word of bestem is om van die hand gesit te word, in watter vorm ookal, deur daardie persoon vir enige vergoeding hoegenaamd, uitgesonderd so 'n persoon wat droëbone alleenlik in kleinhandelshoeveelhede direk aan die publiek verkoop;

(c) iemand wat droëbone in die Republiek invoer; en

(d) iemand wat droëbone uit die Republiek uitvoer.

Aantekeninge betreffende droëbone

2. Elke droëbonehandelaar moet volledige besonderhede aanteken ten opsigte van droëbone wat—

(a) deur 'n produsent aan hom, of ten behoeve van 'n produsent deur hom, verkoop is;

(b) deur hom in die Republiek ingevoer is;

(c) deur hom van 'n ander droëbonehandelaar in die Republiek aankoop is;

(d) deur hom uit die Republiek uitgevoer is; en

(e) deur hom, van sy eie voorraad, vir verbruik in die Republiek verkoop is.

Manner of recording

3. (1) The particulars referred to in clause 2 shall—

(a) subject to the provisions of subclause (2), be recorded in duplicate on the form obtainable on request from the Board for this purpose;

(b) be recorded thus at the end of each day on which the transaction concerned was concluded: Provided that—

(i) in the case of dry beans referred to in clause 2 (a), that were thus sold in quantities of less than 70 kg per producer, the particulars can be recorded weekly in a total quantity; and

(ii) in the case of dry beans referred to in clause 2 (e), that were thus sold in quantities of less than 70 kg per transaction, the particulars can be recorded weekly in a total quantity;

(c) be summarized on the applicable form within five working days after the end of each month, determining and recording the applicable totals of the particulars recorded during that month; and

(d) be recorded in indelible ink on the applicable form.

(2) The Board may on application grant written permission that the records in respect of the relevant particulars referred to in clause 2, can be kept by means of a computer, in which case the relevant computer printout, as approved by the Board, shall be deemed to be the form referred to in subclause (1) (a).

Preservation of records

4. A copy of each form or computer printout on which the particulars referred to in clause 2 have been recorded, shall for at least three years after the date of the last entry therein, be preserved by the person concerned at the premises where he deals in the course of trade with dry beans and/or does business as a dry bean trader.

Returns relating to dry beans

5. (1) Each dry bean trader shall monthly render to the Board a return in respect of the transactions referred to in clause 2, concluded during that month.

(2) If such person did not conclude any transactions with the product concerned during a particular month, he shall submit a nil return in respect of that month to the Board.

Manner in which returns have to be rendered

6. A return referred to in clause 5 shall—

(a) consist of a summary of the transactions concerned, recorded on the applicable form obtainable on request from the Board for this purpose;

(b) be entered in indelible ink on the form concerned;

(c) be furnished to reach the General Manager of the Board before or on the 10th day of the month following the month to which the return relates;

(d) be accompanied by the original specimen of the form or computer printout referred to in clause 3;

(e) when forwarded by post, be addressed to the General Manager, Dry Bean Board, Private Bag X135, Pretoria, 0001; and

(f) when delivered by hand, be delivered to the General Manager, Dry Bean Board, 529 Belvedere Street, Arcadia, Pretoria.

Wyse van aantekening

3. (1) Die besonderhede in klousule 2 bedoel, moet—

(a) behoudens die bepalings van subklousule (2), in duplikaat op die vorm aangeteken word wat vir dié doel op aanvraag van die Raad verkrygbaar is;

(b) aan die einde van elke dag waarop die betrokke transaksie aangegaan is, aldus aangeteken word: Met dien verstande dat—

(i) in die geval van klousule 2 (a) bedoelde droëbone wat in hoeveelhede van minder as 70 kg per produsent aldus verkoop is, weekliks as 'n gesamentlike hoeveelheid aangeteken kan word; en

(ii) in die geval van klousule 2 (e) bedoelde droëbone wat in hoeveelhede van minder as 70 kg per transaksie aldus verkoop is, weekliks as 'n gesamentlike hoeveelheid aangeteken kan word;

(c) binne vyf werksdae na die einde van elke maand op die toepaslike vorm opgesom word deur die toepaslike totale van die besonderhede gedurende daardie maand aangeteken, te bepaal en aan te teken; en

(d) in onuitwisbare ink op die toepaslike vorm aangeteken word.

(2) Die Raad kan op aansoek skriftelik toestemming verleen dat aantekeninge van die tersaaklike besonderhede in klousule 2 bedoel, deur middel van 'n rekenaar gehou mag word, in welke geval die betrokke deur die Raad goedgekeurde rekenaarstuk gegag sal word die vorm in subklousule (1) (a) bedoel te wees.

Bewaring van aantekeninge

4. 'n Afskrif van elke vorm of rekenaarstuk waarop die besonderhede in klousule 2 bedoel, aangeteken is, moet vir menstens 3 jaar na die datum van die laaste inskrywing daarop deur die betrokke persoon by die perseel waar hy met droëbone as 'n besigheid handel en/of as droëbonehandelaar besigheid doen, bewaar word.

Opgawes betreffende droëbone

5. (1) Elke droëbonehandelaar moet maandeliks 'n opgawe ten opsigte van die transaksies in klousule 2 bedoel, wat gedurende daardie maand aangegaan is, aan die Raad verstrek.

(2) Indien so 'n persoon nie enige transaksies met die betrokke produk gedurende 'n bepaalde maand aangegaan het nie, moet hy 'n nul-opgawe ten opsigte van daardie maand aan die Raad verstrek.

Wyse waarop opgawes verstrek moet word

6. 'n Opgawe in klousule 5 bedoel, moet—

(a) uit 'n opsomming van die betrokke transaksies aangeteken op die toepaslike vorm wat vir dié doel op aanvraag van die Raad verkrygbaar is, bestaan;

(b) in onuitwisbare ink op die betrokke vorm aangeteken word;

(c) verstrek word om die Hoofbestuurder van die Raad voor of op die 10de dag van die maand eersvolgende op die maand waarop die betrokke opgawe betrekking het, te bereik;

(d) van die oorspronklike eksemplaar van die vorm of rekenaarstuk in klousule 3 bedoel, vergesel gaan;

(e) wanneer per pos gestuur, geadresseer word aan die Hoofbestuurder, Droëboneraad, Privaatsak X135, Pretoria, 0001; en

(f) wanneer per hand afgelewer, afgelewer word by die Hoofbestuurder, Droëboneraad, Belvederestraat 529, Arcadia, Pretoria.

DEPARTMENT OF FINANCE**No. R. 2052****14 October 1988****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 1 (No. 1/1/76)**

Under section 48A of the Customs and Excise Act, 1964—

1. Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to subheadings Nos. 6115.20.10, 6115.91.10, 6115.91.15, 6115.92.10, 6115.92.15, 6115.93.10, 6115.93.15, 6115.99.10, 6115.99.15 and 6501.00.20, shall be deemed to have come into operation on 1 January 1988.

G. MARAIS,
Deputy Minister of Finance.

DEPARTEMENT VAN FINANSIES**No. R. 2052****14 Oktober 1988****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 1 (No. 1/1/76)**

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964—

1. word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op subposte Nos. 6115.20.10, 6115.91.10, 6115.91.15, 6115.92.10, 6115.92.15, 6115.93.10, 6115.93.15, 6115.99.10, 6115.99.15 en 6501.00.20, geag op 1 Januarie 1988 in werking te getree het.

G. MARAIS,
Adjunk-minister van Finansies.

SCHEDULE

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
39.14			By the substitution in subheading No. 3914.00.10 for check digit "7" of check digit "6".			
			By the substitution in subheading No. 3914.00.15 for check digit "6" of check digit "7".			
39.19			By the substitution in subheading No. 3919.10.17 for check digit "3" of check digit "6".			
			By the substitution in subheading No. 3919.90.07 for check digit "6" of check digit "5".			
			By the substitution in subheading No. 3919.90.25 for check digit "7" of check digit "3".			
			By the substitution in subheading No. 3919.90.27 for check digit "3" of check digit "8".			
			By the substitution in subheading No. 3919.90.30 for check digit "5" of check digit "9".			
61.15			By the substitution for subheading No. 6115.20.10 of the following:			
	.10	9	Elastic or rubberised	pr.	free"	
			By the substitution for subheading No. 6115.91.10 of the following:			
	.10	7	Elastic or rubberised (excluding stockings)	pr.	20%	
	.15	8	Stockings, elastic or rubberised	pr.	free"	
			By the substitution for subheading No. 6115.92.10 of the following:			
	.10	3	Elastic or rubberised (excluding stockings)	pr.	20%	
	.15	4	Stockings, elastic or rubberised	pr.	free"	
			By the substitution for subheading No. 6115.93.10 of the following:			
	.10	7	Elastic or rubberised (excluding stockings)	pr.	20%	
	.15	0	Stockings, elastic or rubberised	pr.	free"	
			By the substitution for subheading No. 6115.99.10 of the following:			
	.10	8	Elastic or rubberised (excluding stockings)	pr.	20%	
	.15	9	Stockings, elastic or rubberised	pr.	free"	
65.01			By the substitution for subheading No. 6501.00.20 of the following:			
	.20	7	Hat-forms, hat bodies and hoods, of furfelt, suitable for men's hats	no.	free"	

Note.—The effect of these amendments is that—

- (a) the rates of duty on certain elastic or rubberised stockings and on certain hat-forms, hat bodies and hoods are reduced to free with retrospective effect to 1 January 1988; and
- (b) certain check digits are rectified.

BYLAE

Pos	Subpos	T. S.	Artikel/Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
39.14			Deur in subpos No. 3914.00.10, toetssyfer "7" deur toetssyfer "6" te vervang.			
			Deur in subpos No. 3914.00.15, toetssyfer "6" deur toetssyfer "7" te vervang.			
39.19			Deur in subpos No. 3919.10.17, toetssyfer "3" deur toetssyfer "6" te vervang.			
			Deur in subpos No. 3919.90.07, toetssyfer "6" deur toetssyfer "5" te vervang.			
			Deur in subpos No. 3919.90.25, toetssyfer "7" deur toetssyfer "3" te vervang.			
			Deur in subpos No. 3919.90.27, toetssyfer "3" deur toetssyfer "8" te vervang.			
			Deur in subpos No. 3919.90.30, toetssyfer "5" deur toetssyfer "9" te vervang.			
61.15			Deur in die Engelse teks subpos No. 6115.20.10 deur die volgende te vervang:			
	..10	9	Elastic or rubberised	pr.	free"	
			Deur subpos No. 6115.91.10 deur die volgende te vervang:			
	..10	7	Rek of gerubber (uitgesonderd kouse)	pr.	20%	
	..15	8	Kouse, rek of gerubber	pr.	vry"	
			Deur subpos No. 6115.92.10 deur die volgende te vervang:			
	..10	3	Rek of gerubber (uitgesonderd kouse)	pr.	20%	
	..15	4	Kouse, rek of gerubber	pr.	vry"	
			Deur subpos No. 6115.93.10 deur die volgende te vervang:			
	..10	7	Rek of gerubber (uitgesonderd kouse)	pr.	20%	
	..15	0	Kouse, rek of gerubber	pr.	vry"	
			Deur subpos No. 6115.99.10 deur die volgende te vervang:			
	..10	8	Rek of gerubber (uitgesonderd kouse)	pr.	20%	
	..15	9	Kouse, rek of gerubber	pr.	vry"	
65.01			Deur subpos No. 6501.00.20 deur die volgende te vervang:			
	..20	7	Hoedvorms, hoedrompe en kappe, van haarvilt, geskik vir manshoe	getal	vry"	

Opmerking.—Die uitwerking van hierdie wysigings is dat—

- die skale van reg op sekere rek- of gerubberde kouse en op sekere hoedvorms, hoedrompe en kappe, met terugwerkende krag tot 1 Januarie 1988, na vry verlaag word; en
- sekere toetssyfers reggestel word.

No. R. 2053

14 Oktober 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/39)

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.

G. MARAIS,
Deputy Minister of Finance.

No. R. 2053

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/39)

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.

G. MARAIS,
Adjunk-minister van Finansies.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Anno- tations
	Tariff Heading	Rebate Code	C. D.		
307.04		"01.00	42	Full duty"	
					By the substitution for rebate code 01.00 to tariff heading No. 39.19 of the following: Self-adhesive plates, sheets, film, foil and strip, of plastics (excluding those of polymers of ethylene, biaxially oriented polypropylene, polymers of styrene; polymers of vinyl chloride, acrylic polymers, polyethylene terephthalate, cellular polyurethane, cellulose acetate butyrate, regenerated cellulose, natural polymers and modified natural polymers).

I Rebate Item	II				III Extent of Rebate	Anno- tations
	Tariff Heading	Rebate Code	C. D.	Description		
		"01.00	42	By the deletion of rebate codes 08.00 and 09.00 to tariff heading No. 39.19. By the substitution for rebate code 01.00 to tariff heading No. 39.20 of the following: Plates, sheets, film, foil and strip, of plastics (excluding those of polymers of ethylene, biaxially oriented polypropylene, polymers of styrene, polymers of vinyl chloride, acrylic polymers, cellulose acetate butyrate, regenerated cellulose, natural polymers and modified natural polymers), non-cellular and not reinforced, laminated, supported or similarly combined with other materials	Full duty"	
		"01.00	46	By the deletion of rebate codes 06.00 and 08.00 to tariff heading No. 39.20. By the substitution for rebate code 01.00 to tariff heading No. 39.21 of the following: Plates, sheets, film, foil and strip, of plastics (excluding those of polymers of ethylene, biaxially oriented polypropylene, polymers of styrene, polymers of vinyl chloride, acrylic polymers, cellular polyurethane, cellulose acetate butyrate, regenerated cellulose, natural polymers and modified natural polymers) By the deletion of rebate codes 09.00 and 11.00 to tariff heading No. 39.21.	Full duty"	

Note.—The effect of this amendment is that the scope of certain rebate provisions in respect of plates, sheets, film, foil and strip, of plastics, is aligned with the scope of the provisions applicable prior to 1 January 1988.

BYLAE

I Korting- item	II				III Mate van Korting	Anno- tations
	Tarief pos	Korting- kode	T. S.	Beskrywing		
307.04		"01.00	42	Deur kortingkode 01.00 by tariefpos No. 39.19 deur die volgende te vervang: Selfklewende plate, velle, film, foelie en reep, van plastieke (uitgesonderd dié van polimere van etileen, tweeassig-geöriënteerde polipropileen, polimere van stireen, polimere van vinielchloried, akrielpolimere, poliëtileentereftalaat, selulêre poliuretaan, sellulose-asetaatbutiraat, geregenereerde sellulose, natuurlike polimere en gemodifiseerde natuurlike polimere) Deur kortingkodes 08.00 en 09.00 by tariefpos No. 39.19 te skrap. Deur kortingkode 01.00 by tariefpos No. 39.20 deur die volgende te vervang:	Volle reg"	
		"01.00	42	Plate, velle, film, foelie en reep, van plastieke (uitgesonderd dié van polimere van etileen, tweeassig-geöriënteerde polipropileen, polimere van stireen, polimere van vinielchloried, akrielpolimere, sellulose-asetaatbutiraat, geregenereerde sellulose, natuurlike polimere en gemodifiseerde natuurlike polimere), nie-sellulêr en nie verstrek, gelamelleer, gesteun of op dergelike wyse met ander stowwe saamgevoeg nie. Deur kortingkodes 06.00 en 08.00 by tariefpos No. 39.20 te skrap. Deur kortingkode 01.00 by tariefpos No. 39.21 deur die volgende te vervang:	Volle reg"	
		"01.00	46	Plate, velle, film, foelie en reep, van plastieke (uitgesonderd dié van polimere van etileen, tweeassig-geöriënteerde polipropileen, polimere van stireen, polimere van vinielchloried, akrielpolimere, sellulêre poliuretaan, sellulose-asetaatbutiraat, geregenereerde sellulose, natuurlike polimere en gemodifiseerde natuurlike polimere) Deur kortingkodes 09.00 en 11.00 by tariefpos No. 39.21 te skrap.	Volle reg"	

Opmerking.—Die uitwerking van hierdie wysiging is dat die trefwydte van sekere kortingvoorsienings ten opsigte van plate, velle, film, foelie, en reep, van plastieke, in lyn gebring word met die trefwydte van die voorsienings wat voor 1 Januarie 1988 van toepassing was.

No. R. 2054

14 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/77)

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.

No. R. 2054

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/77)

Kragtens artikel 48 van die Doane- 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.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
72.06	"7206.10	8	By the substitution for subheading No. 7206.10 of the following: Ingots	kg	10% or 30c/kg less 90%"	

Note.—The existing subheadings Nos. 7206.10.10 and 7206.10.90 are combined.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
72.06	"7206.10	8	Deur subpos No. 7206.10 deur die volgende te vervang: Gietblokke	kg	10% of 30c/kg min 90%"	

Opmerking.—Die bestaande subposte Nos. 7206.10.10 en 7206.10.90 word gekombineer.

No. R. 2055

14 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/79)

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.

No. R. 2055

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/79)

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.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
10.07	"10.07	4	By the substitution for heading No. 10.07 of the following: Grain sorghum	kg	free"	

Note.—The rate of duty on grain sorghum is reduced from 0,4c/kg to free.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
10.07	"10.07	4	Deur pos No. 10.07 deur die volgende te vervang: Graansorghum	kg	vry"	

Opmerking.—Die skaal van reg op graansorghum word van 0,4c/kg na vry verlaag.

No. R. 2056

14 October 1988

No. R. 2056

14 Oktober 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/78)

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.

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/78)

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.

SCHEDULE

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
72.10			By the insertion after subheading No. 7210.90.40 of the following:			
	“.50	1	Other, printed, lithographed or embossed	kg	15%”	
72.12			By the insertion after subheading No. 7212.50.80 of the following:			
	“.85	3	Other, of a width exceeding 500 mm, printed, lithographed or embossed	kg	15%”	
72.28			By renumbering subheading No. 7228.30 where it appears for the first time in the Afrikaans text to subheading No. 7228.20.			
	“7228.90		By the substitution for subheading No. 7228.90 of the following:			
	.10	4	Hollow drill bars and rods: Of steel, containing by mass 12 per cent or more of chromium	kg	3%	
	.20	1	Of other alloy steel	kg	10% or 150c/ kg less 90%	
	.90	2	Other	kg	5% or 50,6c/ kg less 95%”	
73.11			By the substitution in subheading No. 7311.00.60 for check digit “2” of check digit “3”.			
74.03			By the substitution in subheading No. 7403.23 for check digit “8” of check digit “4”.			
74.04			By the substitution in heading No. 74.04 for check digit “3” of check digit “2”.			
74.07			By the substitution in subheading No. 7407.22.90 for check digit “4” of check digit “8”.			

Note.—The effect of these amendments is that—

- specific provisions, at a rate of duty of 15%, are made for certain printed, lithographed or embossed flat-rolled products of iron or non-alloy steel; and
- certain check digits and a typographical error are rectified.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
72.10			Deur na subpos No. 7210.90.40 die volgende in te voeg:			
	“.50	1	Ander, bedruk, gelitografeer of gebosseleer	kg	15%”	
72.12			Deur na subpos No. 7212.50.80 die volgende in te voeg:			
	“.85	3	Ander, met 'n wydte van meer as 500 mm, bedruk, gelitografeer of gebosseleer	kg	15%”	
72.28			Deur subpos No. 7228.30 waar dit die eerste keer voorkom na subpos No. 7228.20 te hernoem.			
	“7228.90		Deur subpos No. 7228.90 deur die volgende te vervang:			
	.10	4	Hol boorstawe en -stange: Van staal wat, volgens massa, minstens 12 persent chroom bevat	kg	3%	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
	.20	1	Van ander legeringstaal	kg	10% of 150c/kg min 90%	
	.90	2	Ander	kg	5% of 50,6c/kg min 95%	
73.11			Deur in subpos No. 7311.00.60, toetssyfer "2" deur toetssyfer "3" te vervang.			
74.03			Deur in subpos No. 7403.23, toetssyfer "8" deur toetssyfer "4" te vervang.			
74.04			Deur in pos No. 74.04, toetssyfer "3" deur toetssyfer "2" te vervang.			
74.07			Deur in subpos No. 7407.22.90, toetssyfer "4" deur toetssyfer "8" te vervang.			

Opmerking.—Die uitwerking van hierdie wysigings is dat—

- spesifieke voorsienings, teen 'n skaal van reg van 15%, vir sekere bedrukte, gelitografeerde of gebosseleerde gewalste plaatprodukte van yster of nie-legeringstaal gemaak word; en
- sekere toetssyfers en 'n drukfout reggestel word.

No. R. 2057

14 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/40)

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

G. MARAIS,

Deputy Minister of Finance.

No. R. 2057

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/40)

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.

G. MARAIS,

Adjunk-minister van Finansies.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annotations
	Tariff Heading	Rebate Code	C. D.		
304.01					By the deletion of tariff heading No. 20.02.
304.06					By the deletion of rebate code 03.00 to tariff heading No. 08.12.
304.07					By the deletion of tariff heading No. 20.02.
305.01					By the deletion of tariff heading No. 38.23.
305.02					By the deletion of tariff heading No. 15.05.
					By the deletion of rebate code 02.00 to tariff heading No. 27.10.
					By the deletion of rebate codes 04.00 and 05.00 to tariff heading No. 27.10.
					By the deletion of rebate code 02.00 to tariff heading No. 34.02.
306.01					By the deletion of rebate code 01.00 to tariff heading No. 15.19.
					By the deletion of rebate codes 03.00 and 04.00 to tariff heading No. 29.02.
					By the deletion of rebate code 01.00 to tariff heading No. 29.07.
					By the deletion of rebate code 02.00 to tariff heading No. 29.09.
					By the deletion of rebate code 03.00 to tariff heading No. 29.15.
					By the deletion of rebate code 03.00 to tariff heading No. 29.17.
					By the deletion of rebate code 04.00 to tariff heading No. 29.21.
					By the deletion of rebate code 09.00 to tariff heading No. 29.21.

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
306.04				By the deletion of rebate code 11.00 to tariff heading No. 29.21. By the deletion of rebate code 13.00 to tariff heading No. 29.21. By the deletion of tariff heading No. 29.30. By the deletion of rebate code 06.00 to tariff heading No. 29.33. By the deletion of tariff heading No. 29.42. By the deletion of tariff heading No. 39.12. By the deletion of rebate code 03.00 to tariff heading No. 29.08.		
313.08				By the deletion of rebate item 313.08.		

Note.—Certain rebate provisions which have fallen into disuse, are withdrawn.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
304.01				Deur tariefpos No. 20.02 te skrap.		
304.06				Deur kortingkode 03.00 by tariefpos No. 08.12 te skrap.		
304.07				Deur tariefpos No. 20.02 te skrap.		
305.01				Deur tariefpos No. 38.23 te skrap.		
305.02				Deur tariefpos No. 15.05 te skrap.		
				Deur kortingkode 02.00 by tariefpos No. 27.10 te skrap.		
				Deur kortingkodes 04.00 en 05.00 by tariefpos No. 27.10 te skrap.		
				Deur korting kode 02.00 by tariefpos No. 34.02 te skrap.		
306.01				Deur kortingkode 01.00 by tariefpos No. 15.19 te skrap.		
				Deur kortingkodes 03.00 en 04.00 by tariefpos No. 29.02 te skrap.		
				Deur kortingkode 01.00 by tariefpos No. 29.07 te skrap.		
				Deur kortingkode 02.00 by tariefpos No. 29.09 te skrap.		
				Deur kortingkode 03.00 by tariefpos No. 29.15 te skrap.		
				Deur kortingkode 03.00 by tariefpos No. 29.17 te skrap.		
				Deur kortingkode 04.00 by tariefpos No. 29.21 te skrap.		
				Deur kortingkode 09.00 by tariefpos No. 29.21 te skrap.		
				Deur kortingkode 11.00 by tariefpos No. 29.21 te skrap.		
				Deur kortingkode 13.00 by tariefpos No. 29.21 te skrap.		
				Deur tariefpos No. 29.30 te skrap.		
				Deur kortingkode 06.00 by tariefpos No. 29.33 te skrap.		
				Deur tariefpos No. 29.42 te skrap.		
				Deur tariefpos No. 39.12 te skrap.		
306.04				Deur kortingkode 03.00 by tariefpos No. 29.08 te skrap.		
313.08				Deur kortingitem 313.08 te skrap.		

Opmerking.—Sekere kortingvoorsienings wat in onbruik geraak het, word ingetrek.

No. R. 2058

14 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/80)

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.

No. R. 2058

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/80)

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.

SCHEDULE

Head- ing	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
85.07	“.20	6	By the substitution for subheading No. 8507.90.20 of the following: Other electrodes, of a thickness of 6,35 mm or more		10%”	

Note.—The term “electrodes” is substituted for the term “battery plates” in subheading No. 8507.90.20.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
85.07	“.20	6	Deur subpos No. 8507.90.20 deur die volgende te vervang: Ander elektrodes, met 'n dikte van minstens 6,35 mm		10%”	

Opmerking.—Die uitdrukking “batteryplate” in die teks van subpos No. 8507.90.20 word deur die uitdrukking “elektrodes” vervang.

No. R. 2059

14 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/41)

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.

G. MARAIS,

Deputy Minister of Finance.

No. R. 2059

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/41)

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.

G. MARAIS,

Adjunk-minister van Finansies.

SCHEDULE

I Rebate Item	II			III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.		
316.05					
“316.05					
	26.02	01.00	40	Full duty	
	28.03	01.00	44	Full duty	
	28.27	01.00	49	Full duty	
	38.07	01.00	42	Full duty	
	39.04	01.00	47	Full duty	
	39.16	01.00	44	Full duty	
	39.19	01.00	43	Full duty	

I Rebate Item	II			Description	III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.			
	39.20	01.00	40	Sheets of plastics, for use as separator material (excluding those for use in the manufacture of 6 or 12 V accumulators suitable for use in motor vehicles)	Full duty	
	39.21	01.00	47	Sheets of plastics, for use as separator material (excluding those for use in the manufacture of 6 or 12 V accumulators suitable for use in motor vehicles)	Full duty	
	39.26	01.00	49	Strip of polymers of vinyl chloride, perforated	Full duty	
	48.00	01.00	24	Paperboard, for use as separator material (excluding those for use in the manufacture of 6 or 12 V accumulators suitable for use in motor vehicles)	Full duty	
	54.07	01.00	43	Woven fabrics of synthetic filament yarn, for use as separator material (excluding those for use in the manufacture of 6 or 12 V accumulators suitable for use in motor vehicles)	Full duty	
	55.12	01.00	42	Woven fabrics of staple fibres, for the manufacture of separator plates	Full duty	
	55.13	01.00	46	Woven fabrics of staple fibres, for the manufacture of separator plates	Full duty	
	55.14	01.00	42	Woven fabrics of staple fibres, for the manufacture of separator plates	Full duty	
	55.15	01.00	49	Woven fabrics of staple fibres, for the manufacture of separator plates	Full duty	
	55.16	01.00	45	Woven fabrics of staple fibres, for the manufacture of separator plates	Full duty	
	70.19	01.00	41	Glass fibre braid	Full duty	
		02.00	46	Glass fibre paper, for use as separator material in the manufacture of 2 cell electric accumulators, 4 V	Full duty	
	85.06	01.00	49	Terminals, plugs and metal parts (excluding plates)	Full duty	
		02.00	43	Positive electrodes (plates) of metal	Full duty	
	85.07	01.00	45	Boxes and covers, of hardened rubber	Full duty	
		02.00	48	Boxes and covers, of plastics	Not exceeding 10%	
		03.00	44	Electrodes, of nickel or iron	Not exceeding 10%	
		04.00	49	Glass jars, covers and tubes	Full duty	
		05.00	43	Terminals, plugs and metal parts (excluding plates)	Full duty	
		06.00	48	Separator plates (excluding those for use in the manufacture of 6 or 12 V accumulators suitable for use in motor vehicles)	Full duty	
	85.45	01.00	40	Electrodes	Full duty	
	85.46	01.00	47	Insulators	Full duty"	

Note.—Rebate item 316.05 is restated and the text of certain provisions thereto is amended.

BYLAE

I Korting Item	II			Beskrywing	III Mate van Korting	Annota- sies
	Tarief- pos	Korting Kode	T. S.			
316.05				Deur kortingitem 316.05 deur die volgende te vervang:		
"316.05				<i>Nywerheid: Elektriese batterye en akkumulators</i>		
	26.02	01.00	40	Mangaandioksied, natuurlik	Volle reg	
	28.03	01.00	44	Koolstofpoeier en lampswart	Volle reg	
	28.27	01.00	49	Sinkchloried	Volle reg	
	38.07	01.00	42	Piksamstelling	Volle reg	
	39.04	01.00	47	Polimere van vinielchloried, in poeivorm, wat, volgens massa, minder as 0,5 persent addisiestowwe bevat, oplosbaar in sikloheksanoon, vir die vervaardiging van skeiplaat	Volle reg	
	39.16	01.00	44	Profielvorms van plastieke, vir gebruik as skeistof (uitgesonderd die vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg	
	39.19	01.00	43	Velle van plastieke, vir gebruik as skeistof (uitgesonderd dié vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg	

I Korting Item	II			III Mate van Korting	Annota- sies
	Tarief- pos	Korting Kode	T. S.		
	39.20	01.00	40	Velle van plastieke, vir gebruik as skeistof (uitgesonderd dié vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg
	39.21	01.00	47	Velle van plastieke, vir gebruik as skeistof (uitgesonderd dié vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg
	39.26	01.00	49	Reep van polimere van vinielchloried, geperforeer	Volle reg
	48.00	01.00	24	Papierbord, vir gebruik as skeistof (uitgesonderd dié vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg
	54.07	01.00	43	Weefstowwe van sintetiese filamentgaring, vir gebruik as skeistof (uitgesonderd dié vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg
	55.12	01.00	42	Weefstowwe van gefabriseerde stapelvelsels, vir die vervaardiging van skeiplaat	Volle reg
	55.13	01.00	46	Weefstowwe van gefabriseerde stapelvelsels, vir die vervaardiging van skeiplaat	Volle reg
	55.14	01.00	42	Weefstowwe van gefabriseerde stapelvelsels, vir die vervaardiging van skeiplaat	Volle reg
	55.15	01.00	49	Weefstowwe van gefabriseerde stapelvelsels, vir die vervaardiging van skeiplaat	Volle reg
	55.16	01.00	45	Weefstowwe van gefabriseerde stapelvelsels, vir die vervaardiging van skeiplaat	Volle reg
	70.19	01.00	41	Glasveselgalon	Volle reg
		02.00	46	Glasveselpapier, vir gebruik as skeistof by die vervaardiging van 2-sel elektriese akkumulators, 4 V	Volle reg
	85.06	01.00	49	Aansluiters, proppe en metaalonderdele (uitgesonderd plaat)	Volle reg
		02.00	43	Positiewe elektrodes (plaat) van metaal	Volle reg
	85.07	01.00	45	Houers en deksels, van verharde rubber	Volle reg
		02.00	48	Houers en deksels, van plastieke	Hoogstens 10%
		03.00	44	Elektrodes, van nikkel of yster	Hoogstens 10%
		04.00	49	Glaspotte, -deksels en -buis	Volle reg
		05.00	43	Aansluiters, proppe en metaalonderdele (uitgesonderd plaat)	Volle reg
		06.00	48	Skeiplaat (uitgesonderd dié vir gebruik by die vervaardiging van 6 of 12 V akkumulators geskik vir gebruik met motorvoertuie)	Volle reg
	85.45	01.00	40	Elektrodes	Volle reg
	85.46	01.00	47	Isolators	Volle reg

Opmerking.—Kortingitem 316.05 word herskryf en die teks van sekere voorsienings daarby word gewysig.

No. R. 2060

14 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/81)

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.

No. R. 2060

14 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/81)

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.

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
85.35			By the substitution for subheadings Nos. 8535.21.10 and 8535.21.20 of the following:			
	“.05	8	With moulded casings of plastics, with a current rating not exceeding 1 250 A, for a voltage not exceeding 1 100 V (AC) or 125 V per pole (DC) and a breaking capacity rating not exceeding 100 000 A	no.	25%”	
	“.05	6	Isolating switches, with moulded casings of plastics, with a current rating not exceeding 1 250 A, for a voltage not exceeding 1 100 V (AC) or 125 V per pole (DC) and a breaking capacity rating not exceeding 100 000 A	no.	25%”	
85.36			By the substitution for subheadings Nos. 8536.20.40 and 8536.20.50 of the following:			
	“.35	7	Other, with moulded casings of plastics, with a current rating not exceeding 1 250 A, for a voltage not exceeding 1 000 V (AC) or 125 V per pole (DC) and a breaking capacity rating not exceeding 100 000 A	no.	25%”	
	“.45	8	By the insertion after subheading No. 8536.50.40 of the following: Other, with moulded casings of plastics, with a current rating not exceeding 1 250 A, for a voltage not exceeding 1 000 V (AC) or 125 V per pole (DC) and a breaking capacity rating not exceeding 100 000 A	no.	25%”	
85.38			By the substitution for subheadings Nos. 8538.90.50 and 8538.90.55 of the following:			
	“.45	3	For circuit breakers and isolating switches, with moulded casings of plastics, with a current rating not exceeding 1 250 A, for a voltage not exceeding 1 100 V (AC) or 125 V per pole (DC) and a breaking capacity rating not exceeding 100 000 A		25%”	

Note.—The provisions for certain circuit breakers and switches and the rates of duty thereon are amended.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
85.35			Deur subposte Nos. 8535.21.10 en 8535.21.20 deur die volgende te vervang:			
	“.05	8	Met gevormde omhulsels van plastieke, met 'n stroomdravermoe van hoogstens 1 250 A, vir 'n spanning van hoogstens 1 100 V (WS) of 125 V per pool (GS) en 'n breekvermoëaanslag van hoogstens 100 000 A	getal	25%”	
	“.05	6	Deur subposte Nos. 8535.30.10 en 8535.30.20 deur die volgende te vervang: Afsonderskakelaars, met gevormde omhulsels van plastieke, met 'n stroomdravermoe van hoogstens 1 250 A, vir 'n spanning van hoogstens 1 100 V (WS) of 125 V per pool (GS) en 'n breekvermoëaanslag van hoogstens 100 000 A	getal	25%”	
85.36			Deur subposte Nos. 8536.20.40 en 8536.20.50 deur die volgende te vervang:			
	“.35	7	Ander, met gevormde omhulsels van plastieke, met 'n stroomdravermoe van hoogstens 1 250 A, vir 'n spanning van hoogstens 1 000 V (WS) of 125 V per pool (GS) en met 'n breekvermoëaanslag van hoogstens 100 000 A	getal	25%”	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
85.38	45	8	Deur na subpos No. 8536.50.40 die volgende in te voeg: Ander, met gevormde omhulsels van plastieke, met 'n stroomdravermoe van hoogstens 1 250 A, vir 'n spanning van hoogstens 1 000 V (WS) of 125 V per pool (GS) en 'n breekvermoëaanslag van hoogstens 100 000 A	getal	25%	
	45	3	Deur subposte Nos. 8538.90.50 en 8538.90.55 deur die volgende te vervang: Vir stroombrekers en afsonderskakelaars, met gevormde omhulsels van plastieke, met 'n stroomdravermoe van hoogstens 1 250 A, vir 'n spanning van hoogstens 1 100 V (WS) of 125 V per pool (GS) en 'n breekvermoëaanslag van hoogstens 100 000 A			

Opmerking.—Die voorsienings vir sekere stroombrekers en skakelaars en die skale van reg daarop word gewysig.

DEPARTMENT OF MANPOWER

No. R. 2066

14 October 1988

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, 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, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1988, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations 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 12 December 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 CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association
and

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

DEPARTEMENT VAN MANNEKRAG

No. R. 2066

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, 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 van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1988 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 12 Desember 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 KLERASIENYWERHEID (KAAP) OOREENKOMS

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

Cape Clothing Manufacturers' Association
en die

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Main Agreement published under Government Notice R. 1373 of 1 July 1983, as amended and extended by Government Notices R. 2658 of 2 December 1983, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 December 1984, R. 1742 of 9 August 1985, R. 2692 of 6 December 1985, R. 305 of 21 February 1986, R. 2333 of 14 November 1986, R. 251 of 6 February 1987 and R. 2810 of 18 December 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood, Bellville, Somerset West, Strand and Worcester by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 1373 of 1 July 1983;

(ii) Wynberg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 1373 of 1 July 1983; and

(iii) Malmesbury and Moorreesburg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) excluding belts made from leather or synthetic material) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 1373 of 1 July 1983.

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

(a) apply only in respect of employees for whom wages are prescribed in the Main Agreement;

(b) not apply to employees and working directors whose wages are more than R11 804 per annum;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

In subclause (2) (b), substitute the figure "R11 804" for the figure "R11 440".

3. CLAUSE 4.—WAGES

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

"(1) The minimum wages that shall be paid to and be accepted by the undermentioned classes of employees shall be as follows:

	For period ending 12/12/88
	Per week R
Part A	
Cutting Department:	
Head cutter.....	227,00
Pattern maker:	
(a) Qualified	227,00
(b) Leaner:	
First year	
First six months of experience.....	99,00
Second six months of experience	114,30
Second year	
First six months of experience.....	129,50
Second six months of experience	144,80

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (Kaap), om die Hoofoorreenskoms gepubliseer by Goewermentskennisgewing R. 1373 van 1 Julie 1983, soos gewysig en verleng deur Goewermentskennisgewings R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 van 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987 en R. 2810 van 18 Desember 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in die Landdrosdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand en Worcester deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrawe (a) en/of (b) van die omskrywing "Klerasiennywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1373 van 1 Julie 1983;

(ii) Wynberg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrawe (a) en/of (b) en/of (c) van die omskrywing "Klerasiennywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1373 van 1 Julie 1983; en

(iii) Malmesbury en Moorreesburg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrawe (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing "Klerasiennywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1373 van 1 Julie 1983.

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

(a) van toepassing slegs op werknemers vir wie lone in die Hoofoorreenskoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R11 804 per jaar;

(c) nie van toepassing nie op werkgewers en werknemers betrokke is by of in diens is in die Brei-afdeling.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

In subklousule (2) (b), vervang die syfer "R11 440" deur die syfer "R11 804".

3. KLOUSULE 4.—LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem mag word deur ondergenoemde klasse werknemers is soos volg:

	Tydperk eindi- gende 12/12/88
	Per week R
Deel A	
Snyafdeling:	
Hoofsnyer	227,00
Patroonmaker:	
(a) Gekwalifiseer.....	227,00
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	99,00
Tweede ses maande ondervinding	114,30
Tweede jaar	
Eerste ses maande ondervinding	129,50
Tweede ses maande ondervinding	144,80

	For period ending 12/12/88		Tydperk eindi- gende 12/12/88
	<i>Per week</i> R		<i>Per week</i> R
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	160,00	Eerste ses maande ondervinding	160,00
Second six months of experience	176,50	Tweede ses maande ondervinding	176,50
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	193,30	Eerste ses maande ondervinding	193,30
Second six months of experience	210,20	Tweede ses maande ondervinding	210,20
Thereafter, the wage specified in (a), i.e.	227,00	Daarna die loon voorgeskryf in (a), d.w.s.....	227,00
Pattern grader:		Patroongradeerder:	
(a) Qualified	182,50	(a) Gekwalifiseer.....	182,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	99,00	Eerste ses maande ondervinding	99,00
Second six months of experience	109,00	Tweede ses maande ondervinding	109,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	119,00	Eerste ses maande ondervinding	119,00
Second six months of experience	129,00	Tweede ses maande ondervinding	129,00
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	139,00	Eerste ses maande ondervinding	139,00
Second six months of experience	149,00	Tweede ses maande ondervinding	149,00
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	159,90	Eerste ses maande ondervinding	159,90
Second six months of experience	171,20	Tweede ses maande ondervinding	171,20
Thereafter, the wage specified in (a), i.e.	182,50	Daarna, die loon voorgeskryf in (a), d.w.s.....	182,50
Cutter, lay-maker:		Snyer, snylaagpatroonplêer:	
(a) Qualified	176,00	(a) Gekwalifiseer.....	176,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	89,90	Tweede ses maande ondervinding	89,90
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	103,70	Eerste ses maande ondervinding	103,70
Second six months of experience	117,60	Tweede ses maande ondervinding	117,60
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	131,40	Eerste ses maande ondervinding	131,40
Second six months of experience	145,50	Tweede ses maande ondervinding	145,50
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	160,70	Eerste ses maande ondervinding	160,70
Thereafter, the wage specified in (a), i.e.	176,00	Daarna, die loon voorgeskryf in (a), d.w.s.....	176,00
Interlining cutter, trimmer, leather cutter and tie cutter:		Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:	
(a) Qualified	124,50	(a) Gekwalifiseer.....	124,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	82,90	Tweede ses maande ondervinding	82,90
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	89,70	Eerste ses maande ondervinding	89,70
Second six months of experience	96,60	Tweede ses maande ondervinding	96,60
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	103,40	Eerste ses maande ondervinding	103,40
Second six months of experience	110,30	Tweede ses maande ondervinding	110,30
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	117,20	Eerste ses maande ondervinding	117,20
Thereafter, the wage specified in (a), i.e.	124,50	Daarna, die loon voorgeskryf in (a), d.w.s.....	124,50

	For period ending 12/12/88		Tydperk eindi- gende 12/12/88
	Per week R		Per week R
(c) If advanced to learner cutter:		(c) Indien bevorder tot leerlingsnyer:	
First six months from date of advancement.....	141,70	Eerste ses maande na datum van bevordering	141,70
Second six months from the date of advancement	158,80	Tweede ses maande na datum van bevordering	158,80
Thereafter, the wage specified for a qualified cutter, i.e.	176,00	Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	176,00
Layer-up:		Laagopleër:	
(a) Qualified	99,00	(a) Gekwalifiseer	99,00
(b) Learner:		(b) Leerling:	
First year		Eerste jaar	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	80,60	Tweede ses maande ondervinding	80,60
Second year		Tweede jaar	
First six months of experience.....	85,20	Eerste ses maande ondervinding	85,20
Second six months of experience	89,80	Tweede ses maande ondervinding	89,80
Third year		Derde jaar	
First six months of experience.....	94,40	Eerste ses maande ondervinding	94,40
Thereafter, the wage specified in (a), i.e.	99,00	Daarna, die loon voorgeskryf in (a), d.w.s.	99,00
(c) If advanced to learner cutter:		(c) Indien bevorder tot leerlingsnyer:	
First six months from date of advancement.....	99,00	Eerste ses maande na datum van bevordering	99,00
Second six months from date of advancement	117,90	Tweede ses maande na datum van bevordering	117,90
Third six months from date of advancement	137,30	Derde ses maande na datum van bevordering	137,30
Fourth six months from date of advancement	156,60	Vierde ses maande na datum van bevordering	156,60
Thereafter, the wage specified for qualified cutter, i.e.	176,00	Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	176,00
(d) If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:		(d) Indien bevorder tot leerlingtussenvoeringsnyer, -voeringwerker, -leersnyer en -dassnyer:	
First six months from date of advancement.....	99,00	Eerste ses maande na datum van bevordering	99,00
Second six months from date of advancement	111,50	Tweede ses maande na datum van bevordering	111,50
Thereafter, the wage specified for qualified interlining cutter, trimmer, leather cutter or tie cutter, i.e.	124,50	Daarna, die loon vir 'n gekwalifiseerde tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer voorgeskryf, d.w.s.	124,50
(e) If advanced to fitter-up:		(e) Indien bevorder tot saampasser:	
First six months from date of advancement.....	99,00	Eerste ses maande na datum van bevordering	99,00
Second six months from date of advancement	106,90	Tweede ses maande na datum van bevordering	106,90
Third six months from date of advancement	114,80	Derde ses maande na datum van bevordering	114,80
Fourth six months from date of advancement	122,80	Vierde ses maande na datum van bevordering	122,80
Fifth six months from date of advancement	130,90	Vyfte ses maande na datum van bevordering	130,90
Thereafter, the wage specified for fitter-up, i.e.	139,00	Daarna, die loon vir 'n saampasser voorgeskryf, d.w.s.	139,00
Clicker:		Perssnyer:	
(a) Qualified	128,50	(a) Gekwalifiseer	128,50
(b) Learner:		(b) Leerling:	
First year of experience	76,00	Eerste jaar ondervinding	76,00
Second year of experience	93,30	Tweede jaar ondervinding	93,30
Third year of experience	110,70	Derde jaar ondervinding	110,70
Thereafter, the wage specified in (a), i.e.	128,50	Daarna, die loon voorgeskryf in (a), d.w.s.	128,50
Tracer:		Natrekker:	
(a) Qualified	119,00	(a) Gekwalifiseer	119,00
(b) Learner:		(b) Leerling:	
First year		Eerste jaar	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	84,50	Tweede ses maande ondervinding	84,50
Second year		Tweede jaar	
First six months of experience.....	93,00	Eerste ses maande ondervinding	93,00
Second six months of experience	101,50	Tweede ses maande ondervinding	101,50
Third year		Derde jaar	
First six months of experience	110,00	Eerste ses maande ondervinding	110,00
Thereafter, the wage specified in (a), i.e.	119,00	Daarna, die loon voorgeskryf in (a), d.w.s.	119,00

	For period ending 12/12/88		Tydperk eindigende 12/12/88
	Per week R		Per week R
Part B		Deel B	
<i>Factory operatives:</i>		<i>Fabriekswerkers:</i>	
<i>Clothing machine mechanic:</i>		<i>Klerasiemasjienwerktuigkundige:</i>	
(a) Qualified	227,00	(a) Gekwalifiseer	227,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	99,00	Eerste ses maande ondervinding	99,00
Second six months of experience	114,30	Tweede ses maande ondervinding	114,30
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	129,50	Eerste ses maande ondervinding	129,50
Second six months of experience	144,80	Tweede ses maande ondervinding	144,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	160,00	Eerste ses maande ondervinding	160,00
Second six months of experience	176,50	Tweede ses maande ondervinding	176,50
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience	193,30	Eerste ses maande ondervinding	193,30
Second six months of experience	210,20	Tweede ses maande ondervinding	210,20
Thereafter, the wage specified in (a), i.e.	227,00	Daarna, die loon voorgeskryf in (a), d.w.s.	227,00
<i>Clothing technician:</i>		<i>Klerasietegnikus:</i>	
(a) Qualified	227,00	(a) Gekwalifiseer	227,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	99,00	Eerste ses maande ondervinding	99,00
Second six months of experience	114,30	Tweede ses maande ondervinding	114,30
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	129,50	Eerste ses maande ondervinding	129,50
Second six months of experience	144,80	Tweede ses maande ondervinding	144,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	160,00	Eerste ses maande ondervinding	160,00
Second six months of experience	176,50	Tweede ses maande ondervinding	176,50
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience	193,30	Eerste ses maande ondervinding	193,30
Second six months of experience	210,20	Tweede ses maande ondervinding	210,20
Thereafter, the wage specified in (a), i.e.	227,00	Daarna, die loon voorgeskryf in (a), d.w.s.	227,00
<i>Grade A employee:</i>		<i>Werknemer graad A:</i>	
(a) Qualified	139,00	(a) Gekwalifiseer	139,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	84,90	Tweede ses maande ondervinding	84,90
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	93,90	Eerste ses maande ondervinding	93,90
Second six months of experience	102,80	Tweede ses maande ondervinding	102,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	111,70	Eerste ses maande ondervinding	111,70
Second six months of experience	120,70	Tweede ses maande ondervinding	120,70
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience	129,60	Eerste ses maande ondervinding	129,60
Thereafter, the wage specified in (a), i.e.	139,00	Daarna, die loon voorgeskryf in (a), d.w.s.	139,00
<i>Grade B employee:</i>		<i>Werknemer graad B:</i>	
(a) Qualified	108,00	(a) Gekwalifiseer	108,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	82,40	Tweede ses maande ondervinding	82,40
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	88,80	Eerste ses maande ondervinding	88,80
Second six months of experience	95,20	Tweede ses maande ondervinding	95,20

	For period ending 12/12/88		Tydperk eindi- gende 12/12/88
	Per week R		Per week R
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	101,60	Eerste ses maande ondervinding	101,60
Thereafter, the wage specified in (a), i.e.	108,00	Daarna, die loon voorgeskryf in (a), d.w.s.	108,00
(c) If advanced to Grade A employee:		(c) Indien bevorder tot werknemer graad A:	
First six months from date of advancement.....	108,00	Eerste ses maande vanaf datum van bevordering	108,00
Second six months from date of advancement	118,30	Tweede ses maande vanaf datum van bevordering	118,30
Third six months from date of advancement	128,70	Derde ses maande vanaf datum van bevordering	128,70
Thereafter, the wage specified for a qualified Grade A employee, i.e.	139,00	Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	139,00
(d) If advanced to learner supervisor:		(d) Indien bevorder tot leerling-toesighouer:	
First six months from date of advancement.....	108,00	Eerste ses maande na datum van bevordering	108,00
Second six months from date of advancement	125,50	Tweede ses maande na datum van bevordering	125,50
Thereafter, the wage specified for a qualified supervisor, i.e.	143,00	Daarna, die loon vir 'n gekwalifiseerde toesighouer voorgeskryf, d.w.s.	143,00
(e) If advanced from set leader to learner supervisor:		(e) Indien bevorder van spanleier tot leerling-toesighouer:	
First six months from date of advancement.....	112,00	Eerste ses maande na datum van bevordering	112,00
Second six months from date of advancement	127,50	Tweede ses maande na datum van bevordering	127,50
Thereafter, the wage specified for a qualified supervisor, i.e.	143,00	Daarna, die loon vir 'n gekwalifiseerde toesighouer voorgeskryf, d.w.s.	143,00
Grade C employee:		Werknemer graad C:	
(a) Qualified	93,50	(a) Gekwalifiseer	93,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	79,50	Tweede ses maande ondervinding	79,50
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	83,00	Eerste ses maande ondervinding	83,00
Second six months of experience	86,50	Tweede ses maande ondervinding	86,50
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	90,00	Eerste ses maande ondervinding	90,00
Thereafter, the wage specified in (a), i.e.	93,50	Daarna, die loon voorgeskryf in (a), d.w.s.	93,50
(c) If advanced to Grade B employee:		(c) Indien bevorder tot werknemer graad B:	
First six months from date of advancement.....	93,50	Eerste ses maande vanaf datum van bevordering	93,50
Second six months from date of advancement	100,80	Tweede ses maande vanaf datum van bevordering	100,80
Thereafter, the wage specified for a qualified Grade B employee i.e.	108,00	Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	108,00
Underpresser, blokker:		Voorparser, blokker:	
(a) Qualified	99,00	(a) Gekwalifiseer	99,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	80,60	Tweede ses maande ondervinding	80,60
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	85,20	Eerste ses maande ondervinding	85,20
Second six months of experience	89,80	Tweede ses maande ondervinding	89,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	94,40	Eerste ses maande ondervinding	94,40
Thereafter, the wage specified in (a), i.e.	99,00	Daarna, die loon voorgeskryf in (a), d.w.s.	99,00
(c) If advanced to learner presser:		(c) Indien bevorder tot leerling-parser:	
First six months from date of advancement.....	99,00	Eerste ses maande na datum van bevordering	99,00
Second six months from date of advancement	118,80	Tweede ses maande na datum van bevordering	118,80
Thereafter, the wage specified for a qualified Grade A employee, i.e.	139,00	Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	139,00
Part C		Deel C	
Clerical employees:		Klerke:	
Clerk:		Klerk:	
First year of experience	99,00	Eerste jaar ondervinding	99,00
Second year of experience	112,30	Tweede jaar ondervinding	112,30
Third year of experience	125,50	Derde jaar ondervinding	125,50
Fourth year:		Vierde Jaar:	
First six months of experience.....	138,80	Eerste ses maande ondervinding	138,80
Thereafter	154,00	Daarna	154,00

	For period ending 12/12/88
	<i>Per week</i> R
Factory clerk:	
First year of experience	76,00
Second year of experience	84,90
Third year of experience	93,80
Fourth year:	
First six months of experience	102,60
Thereafter	111,50
Part D	
General:	
Boiler attendant	100,00
Despatch packer	106,00
General worker	93,00
Labourer	96,00
Motor vehicle driver of a vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) does not exceed 1 360 kg	106,00
(b) exceeds 1 360 kg but not 2 720 kg	111,50
(c) exceeds 2 720 kg	135,50
Supervisor, quality controller and instructor:	
(a) Qualified	143,00
(b) Learner:	
First six months of experience	108,00
Second six months of experience	125,50
Thereafter, the wage specified in (a), i.e.	143,00
Traveller's driver	111,50
Watchman or caretaker	118,00."

4. CLAUSE 5.—PAYMENT OF WAGES

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

"(b) Notwithstanding the provisions of paragraph (a), the weekly wages of a male employee employed in any of the undermentioned occupations as at 13 December 1987 and receiving wages of not less than the rate set out in Column A, shall not be reduced whilst such employee is employed in the Industry: Provided that this paragraph shall not apply in the event of such employee accepting employment with his or any other employer in the Industry in any other occupation at a wage which is less favourable to that employee than the rate set out hereunder in respect of the occupation practised by him as at 13 December 1987: Provided further that the minimum wage which an employer shall pay his employee in any of the undermentioned occupations shall be not less than the wage rate set out in Column B.

	Wage rate per week	
	A	B
	As at 13 December 1987	For the period ending 12/12/88
	R	R
Supervisors, quality controllers and instructors	154,00	169,00
Grade A employees:		
Machinists, passers, basters, re-cutters and pattern copiers	125,50	140,00
Factory clerks	114,50	128,50
Underpressers	100,00	114,00

For the purposes hereof, 'Agreement' shall include any amendment thereto."

5. CLAUSE 11.—PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

(1) In subclause (1), substitute the expression—

"(1) *Overtime*.—An employer shall pay his employee in respect of overtime worked by him not less than—
for the expression—

"(1) *Overtime*.—An employer shall pay his employee in receipt of a wage of—

R10 270 per annum or less for the period up to 12 December 1987; and

	Tydperk eindigende 12/12/88
	<i>Per week</i> R
Fabrieksklerk:	
Eerste jaar ondervinding	76,00
Tweede jaar ondervinding	84,90
Derde jaar ondervinding	93,80
Vierde jaar:	
Eerste ses maande ondervinding	102,60
Daarna	111,50
Deel D	
Algemeen:	
Ketelbediener	100,00
Versendingsverpakker	106,00
Algemene werker	93,00
Arbeider	96,00
Drywer van motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 360 kg is	106,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	111,50
(c) meer as 2 720 kg is	135,50
Toesighouer, gehaltebeheerder en instrukteur:	
(a) Gekwalifiseer	143,00
(b) Leerling:	
Eerste ses maande ondervinding	108,00
Tweede ses maande ondervinding	125,50
Daarna, die loon voorgeskryf in (a), d.w.s.	143,00
Handelsreisiger se drywer	111,50
Wag of opsigter	118,00."

4. KLOUSULE 5.—BETALING VAN LONE

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

"(b) Ondanks paragraaf (a) mag die weeklikse loon van 'n manlike werknemer wat in enigeen van onderstaande beroepe op 13 Desember 1987 werksaam is en wat lone ontvang wat nie minder is as die loon in Kolom A uiteengesit nie, nie verminder word terwyl sodanige werknemer in die Nywerheid in diens is nie: Met dien verstande dat hierdie paragraaf nie van toepassing is nie ingeval sodanige werknemer in diens van sy of 'n ander minder gunstig vir sodanige werknemer is as onderstaande loon wat uiteengesit is ten opsigte van die beroep wat hy op 13 Desember 1987 beoefen het: Voorts met dien verstande dat die minimum loon wat 'n werkgever aan sy werknemer in enigeen van onderstaande beroepe moet betaal, nie minder mag wees as die loon wat in Kolom B uiteengesit is nie:

	Loon per week	
	A	B
	Soos op 13 Desember 1987	Tydperk eindigende 12/12/88
	R	R
Toesighouers, gehaltebeheerders en instrukteurs	154,00	169,00
Werknemers graad A:		
Masjienwerkers, nasieners, rygers, her-snyers en patroonkopieerders	125,50	140,00
Fabrieksklerke	114,50	128,50
Voorparsers	100,00	114,00

Vir die toepassing hiervan omvat 'Ooreenkoms' alle wysiging van die Ooreenkoms."

5. KLOUSULE 11.—BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) In subklousule (1), vervang die uitdrukking—

"Oortydwerk.—'n Werkgever moet sy werknemer wat 'n loon van—
R10 270 per jaar of minder vir die tydperk tot 12 Desember 1987; en

R11 440 per annum or less for the period from 13 December 1987; in respect of all overtime worked by him not less than—”.

6. CLAUSE 26.—SICK FUND

(1) In subclause (4) (a), substitute the expression—

“Group 1.—In the case of an employee earning a wage of less than R111,00 per week: R1,66;

Group 2.—In the case of an employee earning a wage of R111,00 per week and more: R2,46.”

for the expression—

“Group 1.—In the case of an employee earning a wage of not less than R104,00 per week: R1,60;

Group 2.—In the case of an employee earning a wage of R104,00 per week and more: R2,40.”

(2) In subclause (5) (a) substitute the following paragraph “If a contributor's wage rate is more than the applicable wage rate in clause 1 (2) (b) of the agreement the benefits payable in terms of this clause shall be assessed at the applicable wage rate which is referred to in that clause.” for the paragraph which reads “If a contributor's wage rate is over R197,50 per week for the period up to 12 December 1987 or over R220,00 per week for the period from 13 December 1987, the amount of benefit shall be calculated on a weekly wage of R197,50 or R220,00 for the period concerned.”.

Signed at Salt River, on behalf of the parties, this 13th day of July 1988.

A. M. ROSENBERG,
Chairman of the Council.

C. E. PETERSEN,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

No. R. 2067

14 October 1988

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE.—AMENDMENT OF AGREEMENT FOR THE KNITTING DIVISION

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 12 December 1988, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations 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 12 December 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.

R11 440 per jaar of minder vir die tydperk vanaf 13 Desember 1987 ontvang, ten opsigte van alle oortyd wat hy gewerk het minstens die volgende betaal:”

deur die uitdrukking:

“Oortydwerk.—’n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het minstens die volgende betaal:”.

6. KLOUSULE 26.—SIEKEFONDS

(1) In subklousule (4) (a), vervang die uitdrukking—

“Groep 1.—In die geval van ’n werknemer wat ’n loon van minder as R104,00 per week ontvang: R1,60;

Groep 2.—In die geval van ’n werknemer wat ’n loon van R104,00 per week en meer ontvang: R2,40.”

deur die uitdrukking—

“Groep 1.—In die geval van ’n werknemer wat ’n loon van minder as R111,00 per week ontvang: R1,66;

Groep 2.—In die geval van ’n werknemer wat ’n loon van R111,00 per week en meer ontvang: R2,46.”

(2) In subklousule (5) (a) vervang die paragraaf wat lees “Indien die bydraer se weeklikse loon meer as R197,50 per week is vir die tydperk tot 12 Desember 1987 en meer as R220,00 per week is vir die tydperk vanaf 13 Desember 1987 moet die bedrag vanaf die bystand teen ’n loon van R197,50 of R220,00 per week vir die betrokke tydperke bereken word.” deur die volgende paragraaf: “Indien ’n bydraer se loon meer bedra as die toepaslike bedrag in klousule 1 (2) (b) van die ooreenkoms moet die bedrag van bystand wat ingevolge hierdie klousule betaalbaar is bereken word teen die toepaslike loon soos in klousule 1 (2) (b) bedoel.”.

Namens die partye op hede die 13de dag van Julie 1988 te Soutrivier onderteken.

A. M. ROSENBERG,
Voorsitter van die Raad.

C. E. PETERSEN,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 2067

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP. — WYSIGING VAN OOREENKOMS VIR DIE BREI-AFDELING

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 Beroepe 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 12 Desember 1988 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 12 Desember 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.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)****AGREEMENT**

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

Cape Knitting Industry Association

and the

Cape Clothing Manufacturers' Association

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

Garment and Allied Workers' Union (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Knitting Division Agreement published under Government Notice R. 1374 of 1 July 1983, as amended and extended by Government Notices R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986 and R. 254 of 6 February 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Knitting Division of the Clothing Industry—

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

(b) in the Magisterial Districts of The Cape, Wynberg, Simon's Town, Goodwood, Bellville, Somerset West, Strand, Malmesbury, Worcester and George.

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

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

"(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council."

3. CLAUSE 4.—WAGES

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

"(1) The minimum wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

	For period ending 12/12/88
	Per week R
Part A	
Clerical employees:	
Clerk:	
First year of experience	99,00
Second year of experience	112,30
Third year of experience	125,50
Fourth year:	
First six months of experience	138,80
Thereafter	154,00
Factory clerk:	
First year of experience	76,00
Second year of experience	84,90
Third year of experience	93,80
Fourth year:	
First six months of experience	102,60
Thereafter	111,50

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)****OOREENKOMS**

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

Cape Knitting Industry Association

en die

Cape Clothing Manufacturers' Association

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

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermmentskennisgewing R. 1374 van 1 Julie 1983, soos gewysig en verleng deur Goewermmentskennisgewings R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986 en R. 254 van 6 Februarie 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Brei-afdeling van die Klerasienywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat onderskeidelik lede van die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Malmesbury, Worcester en George.

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

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoof-ooreenkoms van die Raad bedoel.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

"(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoof-ooreenkoms van die Raad bedoel."

3. KLOUSULE 4.—LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem mag word deur ondergenoemde klasse werknemers is soos volg:

	Tydperk eindigende 12/12/88
	Per week R
Deel A	
Klerke:	
Klerk:	
Eerste jaar ondervinding	99,00
Tweede jaar ondervinding	112,30
Derde jaar ondervinding	125,50
Vierde jaar:	
Eerste ses maande ondervinding	138,80
Daarna	154,00
Fabrieksklerk:	
Eerste jaar ondervinding	76,00
Tweede jaar ondervinding	84,90
Derde jaar ondervinding	93,80
Vierde jaar:	
Eerste ses maande ondervinding	102,60
Daarna	111,50

	For period ending 12/12/88		Tydpk eindigende 12/12/88
	<i>Per week</i> R		<i>Per week</i> R
Part B		Deel B	
<i>General:</i>		<i>Algemeen:</i>	
Boiler attendant	100,00	Ketelbediener	100,00
Despatch packer	106,00	Versendingsverpakker	106,00
Football jersey cutter:		Voetbaltruisnyer:	
(a) Qualified	124,50	(a) Gekwalifiseer	124,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	82,90	Tweede ses maande ondervinding	82,90
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	89,70	Eerste ses maande ondervinding	89,70
Second six months of experience	96,60	Tweede ses maande ondervinding	96,60
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	103,40	Eerste ses maande ondervinding	103,40
Second six months of experience	110,30	Tweede ses maande ondervinding	110,30
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience	117,20	Eerste ses maande ondervinding	117,20
Thereafter, the wage specified in (a), i.e.	124,50	Daarna, die loon in (a) voorgeskryf, d.w.s.	124,50
General worker	93,00	Algemene werker	93,00
Grade A employee:		Werknemer graad A:	
(a) Qualified	139,00	(a) Gekwalifiseer	139,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	84,90	Tweede ses maande ondervinding	84,90
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	93,90	Eerste ses maande ondervinding	93,90
Second six months of experience	102,80	Tweede ses maande ondervinding	102,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	111,70	Eerste ses maande ondervinding	111,70
Second six months of experience	120,70	Tweede ses maande ondervinding	120,70
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience	129,60	Eerste ses maande ondervinding	129,60
Thereafter, the wage specified in (a), i.e.	139,00	Daarna, die loon in (a) voorgeskryf, d.w.s.	139,00
Grade B employee:		Werknemer graad B:	
(a) Qualified	108,00	(a) Gekwalifiseer	108,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	82,40	Tweede ses maande ondervinding	82,40
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	88,80	Eerste ses maande ondervinding	88,80
Second six months of experience	95,20	Tweede ses maande ondervinding	95,20
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	101,60	Eerste ses maande ondervinding	101,60
Thereafter, the wage specified in (a), i.e.	108,00	Daarna, die loon in (a) voorgeskryf, d.w.s.	108,00
(c) If advanced to Grade A employee:		(c) Indien bevorder tot werknemer graad A:	
First six months from date of advancement	108,00	Eerste ses maande vanaf datum van bevordering	108,00
Second six months from date of advancement	118,30	Tweede ses maande vanaf datum van bevordering ...	118,30
Third six months from date of advancement	128,70	Derde ses maande vanaf datum van bevordering	128,70
Thereafter	139,00	Daarna	139,00
Grade C employee:		Werknemer graad C:	
(a) Qualified	93,50	(a) Gekwalifiseer	93,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	79,50	Tweede ses maande ondervinding	79,50
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	83,00	Eerste ses maande ondervinding	83,00
Second six months of experience	86,50	Tweede ses maande ondervinding	86,50

	For period ending 12/12/88		Tydperk eindigende 12/12/88
	Per week R		Per week R
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	90,00	Eerste ses maande ondervinding	90,00
Thereafter, the wage specified in (a), i.e.	93,50	Daarna, die loon in (a) voorgeskryf, d.w.s.	93,50
(c) If advanced to Grade B employee:		(c) Indien bevorder tot werknemer graad B:	
First six months from date of advancement.....	93,50	Eerste ses maande vanaf datum van bevordering	93,50
Second six months from date of advancement	100,80	Tweede ses maande vanaf datum van bevordering ...	100,80
Thereafter	108,00	Daarna	108,00
Labourer.....	96,00	Arbeider	96,00
Layer-up:		Laagopleër:	
(a) Qualified	99,00	(a) Gekwalifiseer	99,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	80,60	Tweede ses maande ondervinding	80,60
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	85,20	Eerste ses maande ondervinding	85,20
Second six months of experience	89,80	Tweede ses maande ondervinding	89,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	94,40	Eerste ses maande ondervinding	94,40
Thereafter, the wage specified in (a), i.e.	99,00	Daarna, die loon voorgeskryf in (a) d.w.s.	99,00
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—		Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig ge- trek word—	
(a) does not exceed 1 360 kg	106,00	(a) hoogstens 1 360 kg is.....	106,00
(b) exceeds 1 360 kg but not 2 720 kg	111,50	(b) meer as 1 360 kg maar hoogstens 2 720 kg is.....	111,50
(c) exceeds 2 720 kg	135,50	(c) meer as 2 720 kg is	135,50
Pattern grader:		Patroongradeerder:	
(a) Qualified	182,50	(a) Gekwalifiseer.....	182,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	99,00	Eerste ses maande ondervinding	99,00
Second six months of experience	109,00	Tweede ses maande ondervinding	109,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	119,00	Eerste ses maande ondervinding	119,00
Second six months of experience	129,00	Tweede ses maande ondervinding	129,00
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	139,00	Eerste ses maande ondervinding	139,00
Second six months of experience	149,00	Tweede ses maande ondervinding	149,00
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	159,90	Eerste ses maande ondervinding	159,90
Second six months of experience	171,20	Tweede ses maande ondervinding	171,20
Thereafter, the wage specified in (a), i.e.	182,50	Daarna, die loon voorgeskryf in (a), d.w.s.	182,50
Pattern maker:		Patroonmaker:	
(a) Qualified	227,00	(a) Gekwalifiseer.....	227,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	99,00	Eerste ses maande ondervinding	99,00
Second six months of experience	114,30	Tweede ses maande ondervinding	114,30
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	129,50	Eerste ses maande ondervinding	129,50
Second six months of experience	144,80	Tweede ses maande ondervinding	144,80
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	160,00	Eerste ses maande ondervinding	160,00
Second six months of experience	176,50	Tweede ses maande ondervinding	176,50
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	193,30	Eerste ses maande ondervinding	193,30
Second six months of experience	210,20	Tweede ses maande ondervinding	210,20
Thereafter, the wage specified in (a), i.e.	227,00	Daarna, die loon voorgeskryf in (a), d.w.s.	227,00

	For period ending 12/12/88
	<i>Per week</i> R
Supervisor, quality controller and instructor:	
(a) Qualified	143,00
(b) Learner:	
First six months of experience	108,00
Second six months of experience	125,50
Thereafter, the wage specified in (a), i.e.	143,00
Traveller's driver	111,50
Watchman or caretaker	118,00."

4. CLAUSE 5.—PAYMENT OF WAGES

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

"(b) Notwithstanding the provisions of paragraph (a), the weekly wages of a male employee employed in any of the undermentioned occupations as at 13 December 1987 and receiving wages of not less than the rate set out in Column A, shall not be reduced whilst such employee is employed in the Industry: Provided that this paragraph shall not apply in the event of such employee accepting employment with his or any other employer in the Industry in any other occupation at a wage which is less favourable to that employee than the rate set out hereunder in respect of the occupation practised by him as at 13 December 1987: Provided further that the minimum wage which an employer shall pay his employee in any of the undermentioned occupations shall be not less than the wage rate set out in Column B.

	Wage rate per week	
	A	B
	As at 13 Decem- ber 1987	For period ending 12/12/88
Supervisors, quality controllers and instructors	R 154,00	R 169,00
Grade A employees:		
Machinists, passers and knitting shapers	125,50	140,00
Factory clerks	114,50	128,50

For the purposes hereof, 'Agreement' shall include any amendment thereto."

5. CLAUSE 11.—PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

(1) In subclause (1), substitute the expression—

"(1) *Overtime*.—An employer shall pay his employee in respect of overtime worked by him not less than—"

for the expression—

"(1) *Overtime*.—An employer shall pay his employee in receipt of a wage of—

R10 270 per annum or less for the period up to 12 December 1987; and

R11 440 per annum or less for the period from 13 December 1987;

in respect of all overtime worked by him not less than—"

Signed at Salt River, on behalf of the parties, this 13th day of July 1988.

A. M. ROSENBERG,
Chairman of the Council.

C. E. PETERSEN,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

	Tydperk eindigende 12/12/88
	<i>Per week</i> R
Toesighouer, gehaltebeheerder en instrukteur:	
(a) Gekwalifiseer	143,00
(b) Leerling:	
Eerste ses maande ondervinding	108,00
Tweede ses maande ondervinding	125,50
Daarna, die loon voorgeskryf in (a), d.w.s.	143,00
Handelsreisiger se drywer	111,50
Wag of opsigter	118,00."

4. KLOUSULE 5.—BETALING VAN LONE

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

"(b) Ondanks paragraaf (a) mag die weeklikse loon van 'n manlike werknemer wat in enigeen van onderstaande beroepe op 13 Desember 1987 werksaam is en wat lone ontvang wat nie minder is as die loon in Kolom A uiteengesit nie, nie verminder word terwyl sodanige werknemer in die Nywerheid in diens is nie: Met dien verstande dat hierdie paragraaf nie van toepassing is nie ingeval sodanige werknemer in diens van sy of 'n ander werkgewer in die Nywerheid tree in 'n ander beroep teen 'n loon wat minder gunstig vir sodanige werknemer is as onderstaande loon wat uiteengesit is ten opsigte van die beroep wat hy op 13 Desember 1987 beoefen het: Voorts met dien verstande dat die minimum loon wat 'n werkgewer aan sy werknemer in enigeen van onderstaande beroepe moet betaal, nie minder mag wees as die loon wat in Kolom B uiteengesit is nie:

	Loon per week	
	A	B
	Soos op 13 Desember 1987	Tydperk eindigende 12/12/88
Toesighouers, gehaltebeheerders en instrukteurs	R 154,00	R 169,00
Werknemers graad A:		
Masjienwerkers, nasieners, en breiwerkfatsoeneerders	125,50	140,00
Fabrieksklerke	114,50	128,50

Vir die toepassing hiervan omvat 'Ooreenkoms' alle wysigings van die Ooreenkoms."

5. KLOUSULE 11.—BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) In subklousule (1), vervang die uitdrukking:

"Oortydwerk.—'n Werkgewer moet sy werknemer wat 'n loon van—

R10 270 per jaar of minder vir die tydperk tot 12 Desember 1987; en

R11 440 per jaar of minder vir die tydperk vanaf 13 Desember 1987

ontvang, ten opsigte van alle oortyd wat hy gewerk het minstens die volgende betaal:"

deur die uitdrukking—

"Oortydwerk.—'n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het minstens die volgende betaal:"

Namens die partye op hede die 13de dag vanaf Julie 1988 te Soutrivier onderteken.

A. M. ROSENBERG,
Voorsitter van die Raad.

C. E. PETERSEN,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 2068

14 October 1988

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE.—AMENDMENT OF AGREEMENT FOR THE COUNTRY AREAS

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 12 December 1988, upon the employers organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations 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 12 December 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 CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

and the

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Agreement for the Country Areas published under Government Notice R. 1375 of 1 July 1983, as amended and extended by Government Notices R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2436 of 9 November 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 2367 of 14 November 1986, R. 252 of 6 February 1987 and R. 2857 of 31 December 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The term of this Agreement shall be observed in the Clothing Industry—

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

(b) in the Magisterial District of George.

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

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees and working directors whose wages are more than R9 880 per annum;

No. R. 2068

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP.—WYSIGING VAN OOREENKOMS VIR DIE PLATTELANDSE GEBIEDE

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 12 Desember 1988 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 12 Desember 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 KLERASIENYWERHEID (KAAP)

OOREENKOMS

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

Cape Clothing Manufacturers' Association

en die

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Ooreenkoms vir die Plattelandse Gebiede gepubliseer by Goewermentskennisgewing R. 1375 van 1 Julie 1983, soos gewysig en verleng deur Goewermentskennisgewings R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2436 van 9 November 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 2367 van 14 November 1986, R. 252 van 6 Februarie 1987 en R. 2857 van 31 Desember 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrostdistrik George.

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

(a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R9 880 per jaar;

(c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

“(b) not apply to employees and working directors whose wages are more than R9 880 per annum;”.

3. CLAUSE 4.—WAGES

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

“(1) The minimum wages that shall be paid to and be accepted by the undermentioned classes of employees shall be as follows:

	For period ending 12/12/88
<i>Part A</i>	<i>Per week R</i>
Cutting Department:	
Head cutter.....	190,00
Pattern maker:	
(a) Qualified	190,00
(b) Learner:	
First year	
First six months of experience.....	92,00
Second six months of experience	109,00
Second year	
First six months of experience.....	120,00
Second six months of experience	131,00
Third year	
First six months of experience.....	142,00
Second six months of experience	153,00
Fourth year	
First six months of experience.....	165,00
Second six months of experience	177,50
Thereafter, the wage specified in (a), i.e.	190,00
Pattern grader:	
(a) Qualified	137,50
(b) Learner:	
First year	
First six months of experience.....	92,00
Second six months of experience	96,00
Second year	
First six months of experience.....	107,50
Second six months of experience	111,50
Third year	
First six months of experience.....	116,00
Second six months of experience	121,00
Fourth year	
First six months of experience.....	125,50
Second six months of experience	131,50
Thereafter, the wage specified in (a), i.e.	137,50
Cutter, lay-maker:	
(a) Qualified	137,50
(b) Learner:	
First year	
First six months of experience.....	64,00
Second six months of experience	77,00
Second year	
First six months of experience.....	86,50
Second six months of experience	96,50
Third year	
First six months of experience.....	105,00
Second six months of experience	115,00
Fourth year	
First six months of experience.....	125,50
Thereafter, the wage specified in (a), i.e.	137,50
Interlining cutter, trimmer, leather cutter and tie cutter:	
(a) Qualified	97,00
(b) Learner:	
First year	
First six months of experience.....	64,00
Second six months of experience	72,00

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

“(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R9 880 per jaar;”.

3. KLOUSULE 4.—LONE

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

“(1) Die minimum lone wat betaal moet word aan en aangeneem mag word deur ondergenoemde klasse werknemers is soos volg:

	Tydperk eindigende 12/12/88
<i>Deel A</i>	<i>Per week R</i>
Snyafdeling:	
Hoofsnier	190,00
Patroonmaker:	
(a) Gekwalifiseer	190,00
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	92,00
Tweede ses maande ondervinding	109,00
Tweede jaar	
Eerste ses maande ondervinding	120,00
Tweede ses maande ondervinding	131,00
Derde jaar	
Eerste ses maande ondervinding	142,00
Tweede ses maande ondervinding	153,00
Vierde jaar	
Eerste ses maande ondervinding	165,00
Tweede ses maande ondervinding	177,50
Daarna, die loon voorgeskryf in (a), d.w.s.	190,00
Patroongradeerder:	
(a) Gekwalifiseer	137,50
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	92,00
Tweede ses maande ondervinding	96,00
Tweede jaar	
Eerste ses maande ondervinding	107,50
Tweede ses maande ondervinding	111,50
Derde jaar	
Eerste ses maande ondervinding	116,00
Tweede ses maande ondervinding	121,00
Vierde jaar	
Eerste ses maande ondervinding	125,50
Tweede ses maande ondervinding	131,50
Daarna, die loon voorgeskryf in (a), d.w.s.	137,50
Snyer, snylaagpatroonoplêer:	
(a) Gekwalifiseer	137,50
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	64,00
Tweede ses maande ondervinding	77,00
Tweede jaar	
Eerste ses maande ondervinding	86,50
Tweede ses maande ondervinding	96,50
Derde jaar	
Eerste ses maande ondervinding	105,00
Tweede ses maande ondervinding	115,00
Vierde jaar	
Eerste ses maande ondervinding	125,50
Daarna, die loon voorgeskryf in (a), d.w.s.	137,50
Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:	
(a) Gekwalifiseer	97,00
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding	64,00
Tweede ses maande ondervinding	72,00

	For period ending 12/12/88		Tydperk eindigende 12/12/88
	Per week R		Per week R
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	75,50	Eerste ses maande ondervinding	75,50
Second six months of experience	77,50	Tweede ses maande ondervinding	77,50
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	84,00	Eerste ses maande ondervinding	84,00
Second six months of experience	88,00	Tweede ses maande ondervinding	88,00
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	92,50	Eerste ses maande ondervinding	92,50
Thereafter, the wage specified in (a), i.e.	97,00	Daarna, die loon voorgeskryf in (a), d.w.s.	97,00
(c) If advanced to learner cutter:		(c) Indien bevorder tot leerlingsnyer:	
First six months from date of advancement.....	97,00	Eerste ses maande na datum van bevordering	97,00
Second six months from date of advancement	118,50	Tweede ses maande na datum van bevordering ..	118,50
Thereafter, the wage specified for a qualified cutter, i.e.	137,50	Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	137,50
Layer-up:		Laagoplêer:	
(a) Qualified	81,00	(a) Gekwalifiseer.....	81,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	64,00	Eerste ses maande ondervinding	64,00
Second six months of experience	70,50	Tweede ses maande ondervinding	70,50
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	73,00	Eerste ses maande ondervinding	73,00
Second six months of experience	75,00	Tweede ses maande ondervinding	75,00
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	78,50	Eerste ses maande ondervinding	78,50
Thereafter, the wage specified in (a), i.e.	81,00	Daarna, die loon voorgeskryf in (a), d.w.s.	81,00
(c) If advanced to learner cutter:		(c) Indien bevorder tot leerlingsnyer:	
First six months from date of advancement.....	81,00	Eerste ses maande na datum van bevordering	81,00
Second six months from date of advancement	95,00	Tweede ses maande na datum van bevordering	95,00
Third six months from date of advancement	109,00	Derde ses maande na datum van bevordering	109,00
Fourth six months from date of advancement	122,50	Vierde ses maande na datum van bevordering	122,50
Thereafter, the wage specified for a qualified cut- ter, i.e.	137,50	Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	137,50
Clicker:		Perssnyer:	
(a) Qualified	111,00	(a) Gekwalifiseer.....	111,00
(b) Learner:		(b) Leerling:	
First year of experience	64,00	Eerste jaar ondervinding	64,00
Second year of experience	83,00	Tweede jaar ondervinding	83,00
Third year of experience	97,00	Derde jaar ondervinding	97,00
Thereafter, the wage specified in (a), i.e.	111,00	Daarna, die loon voorgeskryf in (a), d.w.s.	111,00
Tracer:		Natrekker:	
(a) Qualified	90,50	(a) Gekwalifiseer.....	90,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	64,00	Eerste ses maande ondervinding	64,00
Second six months of experience	72,00	Tweede ses maande ondervinding	72,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	76,00	Eerste ses maande ondervinding	76,00
Second six months of experience	81,50	Tweede ses maande ondervinding	81,50
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	85,50	Eerste ses maande ondervinding	85,50
Thereafter, the wage specified in (a), i.e.	90,50	Daarna, die loon voorgeskryf in (a), d.w.s.	90,50
Part B		Deel B	
Factory operatives:		Fabriekswerkers:	
Clothing machine mechanic:		Klerasiemasjienwerktuigkundige:	
(a) Qualified	190,00	(a) Gekwalifiseer.....	190,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	92,00	Eerste ses maande ondervinding	92,00
Second six months of experience	109,00	Tweede ses maande ondervinding	109,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	120,00	Eerste ses maande ondervinding	120,00
Second six months of experience	131,00	Tweede ses maande ondervinding	131,00

	For period ending 12/12/88		Tydperk eindigende 12/12/88
	Per week R		Per week R
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	142,00	Eerste ses maande ondervinding	142,00
Second six months of experience	153,00	Tweede ses maande ondervinding	153,00
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	165,00	Eerste ses maande ondervinding	165,00
Second six months of experience	177,50	Tweede ses maande ondervinding	177,50
Thereafter, the wage specified in (a), i.e.	190,00	Daarna, die loon voorgeskryf in (a), d.w.s.	190,00
Grade A employee:		Werknemer graad A:	
(a) Qualified	113,00	(a) Gekwalifiseer	113,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	64,00	Eerste ses maande ondervinding	64,00
Second six months of experience	74,00	Tweede ses maande ondervinding	74,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	80,50	Eerste ses maande ondervinding	80,50
Second six months of experience	86,50	Tweede ses maande ondervinding	86,50
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	93,00	Eerste ses maande ondervinding	93,00
Second six months of experience	99,00	Tweede ses maande ondervinding	99,00
<i>Fourth year</i>		<i>Vierde jaar</i>	
First six months of experience.....	105,50	Eerste ses maande ondervinding	105,50
Thereafter, the wage specified in (a), i.e.	113,00	Daarna, die loon voorgeskryf in (a), d.w.s.	113,00
Grade B employee:		Werknemer graad B:	
(a) Qualified	89,00	(a) Gekwalifiseer	89,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	64,00	Eerste ses maande ondervinding	64,00
Second six months of experience	72,00	Tweede ses maande ondervinding	72,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	75,50	Eerste ses maande ondervinding	75,50
Second six months of experience	80,50	Tweede ses maande ondervinding	80,50
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	84,00	Eerste ses maande ondervinding	84,00
Thereafter, the wage specified in (a), i.e.	89,00	Daarna, die loon voorgeskryf in (a), d.w.s.	89,00
(c) If advanced to Grade A employee:		(c) Indien bevorder tot werknemer graad A:	
First six months from date of advancement.....	89,00	Eerste ses maande vanaf datum van bevordering	89,00
Second six months from date of advancement	96,50	Tweede ses maande vanaf datum van bevordering	96,50
Third six months from date of advancement	104,50	Derde ses maande vanaf datum van bevordering	104,50
Thereafter, the wage specified for qualified Grade A employee, i.e.	113,00	Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.	113,00
(d) If advanced to learner supervisor:		(d) Indien bevorder tot leerling-toesighouer:	
First six months from date of advancement.....	113,00	Eerste ses maande vanaf datum van bevordering	113,00
Second six months from date of advancement	127,50	Tweede ses maande vanaf datum van bevordering	127,50
Thereafter, the wage specified for qualified supervisor, i.e.	142,00	Daarna, die loon vir 'n gekwalifiseerde toesighouer voorgeskryf, d.w.s.	142,00
Grade C employee:		Werknemer graad C:	
(a) Qualified	79,00	(a) Gekwalifiseer	79,00
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
First six months of experience.....	64,00	Eerste ses maande ondervinding	64,00
Second six months of experience	70,00	Tweede ses maande ondervinding	70,00
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience.....	72,00	Eerste ses maande ondervinding	72,00
Second six months of experience	74,00	Tweede ses maande ondervinding	74,00
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience.....	77,00	Eerste ses maande ondervinding	77,00
Thereafter, the wage specified in (a), i.e.	79,00	Daarna, die loon voorgeskryf in (a), d.w.s.	79,00
(c) In advanced to Grade B employee:		(c) Indien bevorder tot werknemer graad B:	
First six months from date of advancement.....	79,00	Eerste ses maande vanaf datum van bevordering	79,00
Second six months from date of advancement	83,50	Tweede ses maande vanaf datum van bevordering	83,50
Thereafter, the wage specified for qualified Grade B employee, i.e.	89,00	Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.	89,00

	For period ending 12/12/88		Tydperk eindigende 12/12/88
	Per week R		Per week R
Underpresser, blocker:		Voorparser, blokker:	
(a) Qualified	97,50	(a) Gekwalifiseer	97,50
(b) Learner:		(b) Leerling:	
<i>First year</i>		<i>Eerste jaar</i>	
Six months of experience	64,00	Eerste ses maande ondervinding	64,00
Second six months of experience	73,50	Tweede ses maande ondervinding	73,50
<i>Second year</i>		<i>Tweede jaar</i>	
First six months of experience	78,50	Eerste ses maande ondervinding	78,50
Second six months of experience	85,00	Tweede ses maande ondervinding	85,00
<i>Third year</i>		<i>Derde jaar</i>	
First six months of experience	90,00	Eerste ses maande ondervinding	90,00
Thereafter, the wage specified in (a), i.e.	97,50	Daarna, die loon voorgeskryf in (a), d.w.s.	97,50
(c) If advanced to learner presser:		(c) Indien bevorder tot leerling-parser:	
First six months from date of advancement	97,50	Eerste ses maande vanaf datum van bevordering	97,50
Second six months from date of advancement	105,00	Tweede ses maande vanaf datum van bevordering	105,00
Thereafter, the wage specified for qualified		Daarna, die loon vir 'n gekwalifiseerde werk-	
Grade A employee, i.e.	113,00	nemer graad A voorgeskryf, d.w.s.	113,00
Part C		Deel C	
Clerical employees:		Klerke:	
Clerk:		Klerk:	
First year of experience	90,00	Eerste jaar ondervinding	90,00
Second year of experience	108,50	Tweede jaar ondervinding	108,50
Third year of experience	121,00	Derde jaar ondervinding	121,00
Fourth year:		Vierde jaar:	
First six months of experience	135,00	Eerste ses maande ondervinding	135,00
Thereafter	149,50	Daarna	149,50
Factory clerk:		Fabrieksklerk:	
First year of experience	74,00	Eerste jaar ondervinding	74,00
Second year of experience	86,00	Tweede jaar ondervinding	86,00
Third year of experience	94,00	Derde jaar ondervinding	94,00
Fourth year:		Vierde jaar:	
First six months of experience	102,50	Eerste ses maande ondervinding	102,50
Thereafter	111,00	Daarna	111,00
Part D		Deel D	
General:		Algemeen:	
Boiler attendant	89,50	Ketelbediener	89,50
Despatch packer	84,50	Versendingsverpakker	84,50
General worker	80,00	Algemene werker	80,00
Labourer	81,50	Arbeider	81,50
Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicles is as follows:		Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word—	
Under 2 720 kg	97,00	onder 2 720 kg is	97,00
2 720 kg and over	100,00	2 720 kg en meer is	100,00
Supervisor, quality controller and instructor:		Toesighouer, gehaltebeheerder en instrukteur:	
(a) Qualified	142,00	(a) Gekwalifiseer	142,00
(b) Learner:		(b) Leerling:	
First six months of experience	108,50	Eerste ses maande ondervinding	108,50
Second six months of experience	124,50	Tweede ses maande ondervinding	124,50
Thereafter, the wage specified in (a), i.e.	142,00	Daarna, die loon voorgeskryf in (a), d.w.s.	142,00
Traveller's driver	93,00	Handelsreisiger se drywer	93,00
Watchman or caretaker	94,00	Wag of opsiger	94,00

4. CLAUSE 11.—PAYMENT FOR OVERTIME AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

(1) In subclause (1), substitute the expression:—

“(1) *Overtime*.—An employer shall pay his employee in respect of overtime worked by him not less than—”

for the expression—

“(1) *Overtime*.—An employer shall pay his employee in receipt of a wage of—

R8 580 per annum or less for the period up to 12 December 1987; and

4. KLOUSULE 11.—BETALING VIR OORTYDWERK EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) In subklausule (1), vervang die uitdrukking—

“(1) *Oortydwerk*.—'n Werkgewer moet sy werknemer wat 'n loon van—

R8 580 per jaar of minder vir die tydperk tot 12 Desember 1987; en

R9 516 per jaar of minder vir die tydperk vanaf 13 Desember 1987;

ontvang, ten opsigte van alle oortyd wat hy gewerk het minstens die volgende betaal:”

R9 516 per annum or less for the period from 13 December 1987; in respect of all overtime worked by him not less than—”.

5. CLAUSE 26.—SICK FUND

(1) In subclause (4) (a), substitute the expression—

“Group 1.—In the case of an employee earning a wage of less than R111,00 per week: R1,66;

Group 2.—In the case of an employee earning a wage of R111,00 per week and more: R2,46.”

for the expression—

“Group 1.—In the case of an employee earning a wage of less than R104,00 per week: R1,60;

Group 2.—In the case of an employee earning a wage of R104,00 per week and more: R2,40.”

(2) In subclause (5) (a) substitute the following paragraph “If a contributor’s wage rate is more than the applicable wage rate in clause 1 (2) (b) of the agreement the benefits payable in terms of this clause shall be assessed at the applicable wage rate which is referred to in that clause.” for the paragraph which reads “If a contributor’s wage rate is over R165,00 per week for the period up to 12 December 1987 or over R183,00 per week for the period from 13 December 1987, the amount of benefit shall be calculated on a weekly wage of R165,00 or R183,00 per period concerned.”.

Signed at Salt River, on behalf of the parties, this 13th day of July 1988.

A. M. ROSENBERG,
Chairman of the Council.

C. E. PETERSEN,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

deur die uitdrukking—

“(1) Oortydwerk.—’n Werkgewer moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het minstens die volgende betaal:”.

5. KLOUSULE 26.—SIEKEFONDS

(1) In subklausule (4) (a), vervang die uitdrukking—

“Groep 1.—In die geval van ’n werknemer wat ’n loon van minder as R104,00 per week ontvang: R1,60;

Groep 2.—In die geval van ’n werknemer wat ’n loon van R104,00 per week en meer ontvang: R2,40.”

deur die uitdrukking

“Groep 1.—In die geval van ’n werknemer wat ’n loon van minder as R111,00 per week ontvang: R1,66;

Groep 2.—In die geval van ’n werknemer wat ’n loon van R111,00 per week en meer ontvang: R2,46.”

(2) In subklausule (5) (a) vervang die paragraaf wat lees “Indien die bydraer se weeklikse loon meer as R165,00 per week is vir die tydperk tot 12 Desember 1987 en meer as R183,00 per week is vir die tydperk vanaf 13 Desember 1987 moet die bedrag vanaf die bystand teen ’n loon van R165,00 of R183,00 per week vir die betrokke tydperke bereken word.” deur die volgende paragraaf: “Indien ’n bydraer se loon meer bedra as die toepaslike bedrag in klausule 1 (2) (b) van die ooreenkoms moet die bedrag van bystand wat ingevolge hierdie klausule betaalbaar is bereken word teen die toepaslike loon soos in klausule 1 (2) (b) bedoel.”.

Namens die partye op hede die 13de dag van Julie 1988 te Soutrivier onderteken.

A. M. ROSENBERG,
Voorsitter van die Raad.

C. E. PETERSEN,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 2069

14 October 1988

LABOUR RELATIONS ACT, 1956 CLOTHING INDUSTRY, CAPE.—AMENDMENT OF TRAINING FUND 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 December 1988, upon the employers’ organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations 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 December 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.

No. R. 2069

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP.—WYSIGING VAN OPLEIDINGSFONDSOOREENKOMS

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 Desember 1988 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klausule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 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 klausule 1 van die Wysigingsooreenkoms gespesifiseer.

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

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)****AGREEMENT**

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

Cape Clothing Manufacturer's Association

and the

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Training Fund Agreement, published under Government Notice R. 1372 of 26 June 1981, as amended and renewed by Government Notices R. 2655 of 4 December 1981, R. 2122 of 21 September 1984, R. 2672 of 7 December 1984, R. 2334 of 14 November 1986, R. 255 of 6 February 1987 and R. 1149 of 17 June 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood, Bellville (including that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 1683 of 7 August 1987, fell within the Magisterial District of Bellville), Somerset West, Strand and Worcester by employers and employees who are engaged or employed respectively on the operations referred to in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 1373 of 1 July 1983;

(ii) Wynberg by employers and employees who are engaged or employed respectively on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 1373 of 1 July 1983; and

(iii) Malmesbury [including that portion of the Magisterial District of Moorreesburg which, prior to 1 January 1986 (Government Notice 2649 of 29 November 1985)] fell within the Magisterial District of Malmesbury; by employers and employees who are engaged or employed respectively on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 1373 of 1 July 1983.

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

(a) apply only in respect of employees for whom wages are prescribed in the Main Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

"(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council."

Signed at Salt River, on behalf of the parties, this 13th day of July 1988.

A. M. ROSENBERG,
Chairman of the Council.

C. E. PETERSEN,
Vice-chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)****OOREENKOMS**

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

Cape Clothing Manufacturers' Association

en die

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Opleidingsfondsooreenkoms, gepubliseer by Goewermenskennisgewing R. 1372 van 26 Junie 1981, soos gewysig en hernieu deur Goewermenskennisgewings R. 2655 van 4 Desember 1981, R. 2122 van 21 September 1984, R. 2672 van 7 Desember 1984, R. 2334 van 14 November 1986, R. 255 van 6 Februarie 1987 en R. 1149 van 17 Junie 1988, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrostdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville (met inbegrip van daardie gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermenskennisgewing 1683 van 7 Augustus 1987 binne die landdrostdistrik Bellville geval het), Somerset-Wes, Strand en Worcester deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrafe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1373 van 1 Julie 1983;

(ii) Wynberg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrafe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1373 van 1 Julie 1983; en

(iii) Malmesbury [met inbegrip van daardie gedeelte van die landdrostdistrik Moorreesburg wat voor 1 Januarie 1986 (Goewermenskennisgewing 2649 van 29 November 1985)] binne die landdrostdistrik Malmesbury geval het; deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragraaf (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1373 van 1 Julie 1983.

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

(a) van toepassing slegs op werknemers vir wie lone in die Hoofdooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoofdooreenkoms van die Raad bedoel.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

"(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoofdooreenkoms van die Raad bedoel."

Namens die partye op hede die 13de dag van Julie 1988 te Souttrivier onderteken.

A. M. ROSENBERG,
Voorsitter van die Raad.

C. E. PETERSEN,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 2070

14 October 1988

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE.—AMENDMENT OF PROVIDENT FUND 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 December 1988, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations 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 December 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 CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association

and the

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Provident Fund Agreement published under Government Notice R. 678 of 31 March 1983, as amended and extended by Government Notices R. 2719 of 15 December 1983, R. 2434 of 9 November 1984, R. 2671 of 7 December 1984, R. 1065 of 30 May 1986, R. 2338 of 14 November 1986, R. 253 of 6 February 1987 and R. 1463 of 22 July 1988.

1. SCOPE OF APPLICATION

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

(a) by the employers and employees who are members of the employers' organisations and the trade union, respectively, and who are engaged or employed therein;

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Bellville, Goodwood, Somerset West, Strand, Worcester and George, on the operations set forth in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice R. 678 of 31 March 1983.

No. R. 2070

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP.—WYSIGING VAN VOORSORGFONDSOOREENKOMS

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 Desember 1988 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 Desember 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 KLERASIENYWERHEID (KAAP)

OOREENKOMS

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

Cape Clothing Manufacturers' Association

en die

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Voorsorgfondsooreenkoms, gepubliseer by Goewermenskennisgewing R. 678 van 31 Maart 1983, soos gewysig en verleng deur Goewermenskennisgewings R. 2719 van 15 Desember 1983, R. 2434 van 9 November 1984, R. 2671 van 7 Desember 1984, R. 1065 van 30 Mei 1986, R. 2338 van 14 November 1986, R. 253 van 6 Februarie 1987 en R. 1463 van 22 Julie 1988, te wysig.

1. TOEPASSINGSBESTEK

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

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landrostdistrikte—

(i) Die Kaap, Simonstad, Bellville, Goodwood, Somerset-Wes, Strand, Worcester en George in verband met die werksaamhede uiteengesit in paragrafe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 678 van 31 Maart 1983;

(ii) Malmesbury, in respect of that part of the Industry in which employers and employees are associated for the making of all classes of women's and girls' wear, including parts of such garments and cloth belts;

(iii) Wynberg, on the operations set forth in paragraphs (a) and/or (b) and/or (c) of the definition "Clothing Industry" in clause 3 of the said Agreement.

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

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement, the Knitting Division Agreement and the Country Areas Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

(3) Notwithstanding the provisions of subclauses (1) and (2), the terms of this Agreement shall apply in respect of employees and working directors who were contributors as at the date of coming into operation of this Agreement.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

"(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council."

Signed at Salt River, on behalf of the parties, this 13th day of July 1988.

A. M. ROSENBERG,
Chairman of the Council.

C. E. PETERSEN,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

(ii) Malmesbury, ten opsigte van daardie gedeelte van die Nywerheid waarin die werkgewers en die werknemers geassosieer is vir die maak van alle soorte kledingstukke vir vroue en meisies, met inbegrip van gedeeltes van sodanige kledingstukke en lapgordels;

(iii) Wynberg, in verband met die werksaamhede uiteengesit in paragrawe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die genoemde Ooreenkoms.

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

(a) van toepassing slegs op werknemers vir wie lone in die Hoofdooreenkoms, die Ooreenkoms vir die Brei-afdeling en die Ooreenkoms vir die Plattelandse gebiede voorgeskryf word;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoofdooreenkoms van die Raad bedoel.

(3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms van toepassing ten opsigte van werknemers en werkende direkteure wat bydraers was op die datum van inwerkingtreding van hierdie Ooreenkoms.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

"(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van Hoofdooreenkoms van die Raad bedoel."

Namens die partye op hede die 13de dag van Julie 1988 te Soutrivier onderteken:

A. M. ROSENBERG,
Voorsitter van die Raad.

C. E. PETERSEN,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 2071

14 October 1988

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE.—AMENDMENT OF CONTINGENCY FUND 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 December 1988, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations 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 December 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.

No. R. 2071

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP.—WYSIGING VAN GEBEURLIKHEIDSFONDSOOREENKOMS

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 Desember 1988 eindig, bindend is vir die werkgewers-organisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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 Desember 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 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.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)****AGREEMENT**

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

Cape Clothing Manufacturers' Association

and the

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Contingency Fund Agreement published under Government Notice R. 1450 of 1 August 1975, as amended and extended by Government Notices R. 1959 of 7 September 1979, R. 1371 of 26 June 1981, R. 2104 of 17 October 1980, R. 2657 of 4 December 1981, R. 2742 of 24 December 1982, R. 530 of 11 March 1983, R. 2437 of 9 November 1984, R. 2673 of 7 December 1984, R. 2337 of 14 November 1986 and R. 256 of 6 February 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of The Cape, Wynberg, Simon's Town, Goodwood, Bellville, Somerset West, Strand, Worcester, George and Malmesbury.

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

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement, the Knitting Division Agreement and the Country Areas Agreement;

(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

"(b) not apply to employees and working directors whose wages are more than the amount referred to in clause 1 (2) (b) of the Main Agreement of the Council."

Signed at Salt River, on behalf of the parties, this 13th day of July 1988.

A. M. ROSENBERG,
Chairman of the Council.

C. E. PETERSEN,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

No. R. 2090

14 October 1988

LABOUR RELATIONS ACT, 1956**BUILDING INDUSTRY, WORCESTER AND WEST-BOLAND.—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, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 22 February 1990, 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

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)****OOREENKOMS**

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

Cape Clothing Manufacturers' Association

en die

Cape Knitting Industry Association

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

Garment and Allied Workers' Union (S.A.)

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Gebeurlikheidsfondsooreenkoms, gepubliseer by Goewermementskennisgewing R. 1450 van 1 Augustus 1975, soos gewysig en verleng deur Goewermementskennisgewings R. 1959 van 7 September 1979, R. 1371 van 26 Junie 1981, R. 2104 van 17 Oktober 1980, R. 2657 van 4 Desember 1981, R. 2742 van 24 Desember 1982, R. 530 van 11 Maart 1983, R. 2437 van 9 November 1984, R. 2673 van 7 Desember 1984, R. 2337 van 14 November 1986 en R. 256 van 6 Februarie 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;

(b) in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Goodwood, Bellville, Somerset-Wes, Strand, Worcester, George en Malmesbury.

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

(a) slegs van toepassing op werknemers vir wie lone voorgeskryf word in die Hoofooreenkoms, die Ooreenkoms vir die Brei-afdeling en die Ooreenkoms vir die Plattelandse Gebiede;

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoofooreenkoms van die Raad bedoel.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

"(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as die bedrag in klousule 1 (2) (b) van die Hoofooreenkoms van die Raad bedoel."

Namens die partye op hede die 13de dag van Julie 1988 te Soutrivier onderteken.

A. M. ROSENBERG,
Voorsitter van die Raad.

C. E. PETERSEN,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

No. R. 2090

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956**BOUNYWERHEID, WORCESTER EN WES-BOLAND.—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 van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Februarie 1990 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) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 22 February 1990, 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

WORCESTER AND WEST BOLAND BUILDING INDUSTRIAL COUNCIL

AGREEMENT

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

Master Builders' and Allied Trades Association, West Cape
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part and the

Building Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Worcester and West-Boland Building Industrial Council,

to amend the Main Agreement published under Government Notice R. 270 of 13 February 1987, as amended by Government Notices R. 1816 of 28 August 1987 and R. 970 of 20 May 1988.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed—

(a) by all employers and by all employees engaged or employed in the Building Industry who are members of the employers' organisation and the trade union respectively;

(b) in the Magisterial Districts of Hopefield, Piketberg, Vredenburg and Worcester and in the Moorsburg municipal area.

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

(a) only apply to those classes of employees for whom wages are prescribed in the Agreement published under Government Notice R. 270 of 13 February 1987, as amended;

(b) 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;

(c) 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;

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

2. CLAUSE 11.—PROHIBITION OF PIECE-WORK, TASK-WORK AND LABOUR-ONLY CONTRACTS

Substitute the following for subclauses (1), (2) and (3):

"(1) The giving out by an employer or the performance by an employee of work on a piece-work and/or task-work basis is prohibited. The provisions of this clause shall apply notwithstanding the fact that the employee may supply some of the material or plant required.

(2) Notwithstanding the provisions of subclause (1), it shall be permissible, by mutual agreement between any individual employer and his employees, other than apprentices, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement: Provided further that the other provisions of this Agreement are adhered to in every respect and the Council is advised, in writing, of the introduction of such system, any disputes arising from the application of this subclause may be submitted by either party to the Council for decision.

(3) (a) *Labour-only contracts*.—No person shall operate as a labour-only contractor unless he is registered with the Council as a labour-only contractor in accordance with the provisions of clause 4.

(b) No employer shall give out work on a subcontract basis to a labour-only contractor unless such labour-only contractor is registered with the Council as an employer in accordance with the provisions of clause 4, and the onus shall be on the employer giving out such work to satisfy himself that the labour-only contractor concerned is so registered.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkomst, uitgesonderd dié vervat in klousules 1 (1) (a) en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Februarie 1990 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 Wysigingsooreenkomst gespesifiseer.

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

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID, WORCESTER EN WES-BOLAND

OOREENKOMS

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

Master Builders' and Allied Trades Association, West Cape
(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Building Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Worcester en Wes-Boland,

om die Hoofooreenkomst, gepubliseer by Goewermentskennisgewing R. 270 van 13 Februarie 1987, soos gewysig deur Goewermentskennisgewings R. 1816 van 28 Augustus 1987 en R. 970 van 20 Mei 1988, te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakvereniging;

(b) in die landroosdistrikte Hopefield, Piketberg, Vredenburg en Worcester en in die munisipale gebied van Moorsburg.

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

(a) van toepassing slegs op dié klasse werknemers vir wie lone voorgeskryf is in die Ooreenkomst gepubliseer by Goewermentskennisgewing R. 270 van 13 Februarie 1987, soos gewysig.

(b) 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;

(c) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met die praktiese werk ter voltooiing van hul akademiese opleiding;

(d) nie van toepassing op algemene voormanne nie;

(e) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

2. KLOUSULE 11.—VERBOD OP STUKWERK EN TAAKWERK, EN SLEGS ARBEID-KONTRAKTE

Vervang subklousules (1), (2), en (3) deur die volgende:

"(1) Die uitbesteding deur 'n werkgewer, of die verrigting deur 'n werknemer, van werk op 'n stukwerk- en/of taakwerkgrondslag word verbied. Hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n gedeelte van die materiaal of uitrusting wat nodig is, verskaf.

(2) Ondanks subklousule (1), is dit toelaatbaar om deur middel van 'n onderlinge ooreenkomst tussen 'n individuele werkgewer en sy werknemers, uitgesonderd vakleerlinge, 'n stelsel van aansporingsbetalings in te voer en te handhaaf: Met dien verstande dat die besoldiging en ander geldelike voordele wat die werknemers toekom, as gevolg van die invoering en handhawing van sodanige stelsel nie minder mag wees nie as dié in hierdie Ooreenkomst voorgeskryf: Voorts met dien verstande dat die ander bepalings van hierdie Ooreenkomst in alle opsigte nagekom word en die Raad skriftelik van die instelling van sodanige skema in kennis gestel word. 'n Geskil wat uit die toepassing van hierdie subklousule ontstaan, kan deur enigeen van die partye aan die Raad voorgelê word vir 'n beslissing.

(3) (a) *Slegs-arbeid-kontrakte*.—Niemand mag as 'n slegs-arbeid-kontrakteur optree nie, tensy hy ingevolge klousule 4 by die Raad as 'n slegs-arbeid-kontrakteur geregistreer is.

(b) Geen werkgewer mag werk op 'n subkontrakgrondslag aan 'n slegs-arbeid-kontrakteur uitbestede nie tensy sodanige slegs-arbeid-kontrakteur ingevolge klousule 4 by die Raad as 'n werkgewer geregistreer is, en die onus rus op die werkgewer wat sodanige werk uitbestede om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is.

(c) An employer who gives out work to a labour-only contractor shall within seven days thereafter have submitted to the Council the name and address of such labour-only contractor as well as the address of the site on which he will be employed, together with the date as from which he will be so engaged.

(d) All working employers, directors and/or partners operating as labour-only contractors shall comply with the provisions of the following clauses and any amendments, extensions, renewals or replacements thereof as if they were artisans, craftsmen or master craftsmen: Clauses 6 (1), 14, 16, 26, 27, 28, 31, 33, 34 and 35.

(e) An employer who gives out work to a labour-only contractor who does not employ his own labour, shall in respect of such labour-only contractor comply with the provisions of the clauses quoted in paragraph (d), and any amendments, extensions, renewals or replacements thereof, as if such labour-only contractor was an artisan, craftsman or master craftsman."

3. CLAUSE 17.—WAGES

Substitute the following for subclause (1):

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

Category of employee	Minimum wages per hour as from 1/11/1988	
	Area 'B' only	Area 'A' only
	R	R
(a) General workers:		
(i) Under 18 years	1,48	1,48
(ii) 18 years and older	1,74	1,74
Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R5,00 per week extra.		
(b) Cleaners	1,42	1,42
(c) Ceiling and partition workers, waterproofing workers, manufacturing workers and trainee machine operators during first year of traineeship	1,96	1,96
(d) Waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship and trainee block layers during year of traineeship	2,18	2,18
(e) Artisan's assistants, block layers, carpet fitters, assistant floor layers, machine operators	3,05	3,05
(f) Learner artisans and learner carpet layers, ceiling and/or partition erectors, floor layers, roofers and waterproofers serving under contract of learnerships registered with the Council:		
(i) First year	1,96	1,96
(ii) Second year	2,18	2,18
(iii) Third year	2,72	2,72
(iv) Fourth year	3,05	3,05
(g) Trainee carpet fitters and trainee assistant floor layers serving under contract of traineeship registered with the Council:		
(i) First year	1,96	1,96
(ii) Second year	2,18	2,18
(iii) Third year	2,72	2,72
(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, roofers, floor layers, waterproofers, motor and plant mechanics, and fitters and turners but excluding painters and glaziers	3,65	3,93
(ii) Craftsman in all trades, excluding painters and glaziers	4,80	4,80
(iii) Master craftsmen in all trades, excluding painters and glaziers	5,36	5,36
(iv) Artisan painters, including glaziers	3,42	3,70

(c) 'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee, moet binne sewe dae daarna die naam en adres van dié slegs-arbeid-kontrakteur, asook die adres van die terrein waarop hy sal werk, saam met die datum waarop hy aldus in diens sal wees, aan die Nywerheidsraad voorlê.

(d) Alle werkende werkgewers, direkteure en/of vennote wat as slegs-arbeid-kontrakteurs optree, moet voldoen aan die volgende klousules en enige wysigings, velengings, hernuwings of vervangings daarvan asof hulle ambagsmanne, vakmanne of meestervakmanne is: Klousules 6 (1), 14, 16, 26, 27, 28, 31, 33, 34 en 35.

(e) 'n Werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat nie sy eie arbeid employeer nie, moet ten opsigte van sodanige slegs-arbeid-kontrakteur voldoen aan die bepalinge van die klousules in paragraaf (d) genoem en enige wysigings, verlengings, hernuwings of vervangings daarvan asof so 'n slegs-arbeid-kontrakteur 'n ambagsman, vakman of meestervakman is."

3. KLOUSULE 17.—LONE

Vervang subklousule (1) deur die volgende:

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

Werknemer Kategorie	Minimum lone per uur vanaf 1/11/1988	
	Net Gebied 'B'	Net Gebied 'A'
	R	R
(a) Algemene werkers:		
(i) Onder 18 jaar	1,48	1,48
(ii) 18 jaar en ouer	1,74	1,74
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer R5,00 per week ekstra betaal moet word.		
(b) Skoonmakers	1,42	1,42
(c) Plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers en kwekeling-masjienbedieners gedurende die eerste jaar kwekelingskap	1,96	1,96
(d) Waterdigtingspanleiers, skrynwerkmonteurs, kwekeling-masjienbedieners gedurende die tweede jaar kwekelingskap en kwekeling-bloklêers gedurende die jaar kwekelingskap	2,18	2,18
(e) Ambagsman se assistente, bloklêers, matpassers, assistent-vloerlêers, masjienbedieners	3,05	3,05
(f) Leerling-ambagsmanne en leerling-matlêers, plafon- en/of afskortingsoprigters, vloerlêers, dakwerkers en waterdigters wat leerlingskapkontrakte uitdien wat by die Raad geregistreer is:		
(i) Eerste jaar	1,96	1,96
(ii) Tweede jaar	2,18	2,18
(iii) Derde jaar	2,72	2,72
(iv) Vierde jaar	3,05	3,05
(g) Kwekeling-matpassers en kwekeling-assistent-vloerlêers wat kwekelingskontrakte uitdien wat by die Raad geregistreer is:		
(i) Eerste jaar	1,96	1,96
(ii) Tweede jaar	2,18	2,18
(iii) Derde jaar	2,72	2,72
(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matlêers, plafon- en/of afskortingsoprigters, dakwerkers, vloerlêers, waterdigters, motor- en masjineriewerk-tuigkundiges, en passers en draaiers maar uitgesonderd verwers en ruitwerkers	3,65	3,93
(ii) Vakmanne in alle ambagte, uitgesonderd verwers en ruitwerkers	4,80	4,80
(iii) Meestervakmanne in alle ambagte, uitgesonderd verwers en ruitwerkers	5,36	5,36
(iv) Ambagsmanverwers, met inbegrip van ruitwerkers	3,42	3,70

Category of employee	Minimum wages per hour as from 1/11/1988	
	Area 'B' only	Area 'A' only
	R	R
(v) Craftsman painters, including glaziers	4,57	4,57
(vi) Master craftsman painters, including glaziers	5,12	5,12
(vii) Foremen	5,36	5,36
	Per week	
(i) Watchmen	86,24	86,24
(j) Apprentices:	Per hour	
(i) First year	2,18	2,18
(ii) Second year	2,72	2,72
(iii) Third year	3,05	3,05
Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower Training Act, 1981.		
(k) Drivers Plant operators:	Per week	
Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a—		
(i) Code 11 licence (horse and trailer)	124,52	124,52
(ii) Code 10 licence (6 500 kg and over) ...	107,36	107,36
(iii) Code 9 licence (3 000–6 500 kg)	95,92	95,92
(iv) Code 1–8 licence (drivers of all other motor vehicles and operators of a hoist or drivers of dumpers)	86,24	86,24."

4. CLAUSE 26.—EXPENSES OF THE COUNCIL

With effect from 1 November 1988.

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

"(1) (a) For the purpose of meeting the expenses of the Council, every employer shall pay to the Council the amounts specified hereunder, per week per employee in respect of all categories of employees for whom wages are prescribed in clause 17 (1):

Wage categories	Amount payable in	
	Area 'A'	Area 'B'
	R	R
(i) Clause 17 (1) (a) (i)	0,07	0,07
(ii) Clause 17 (1) (a) (ii)	0,08	0,08
(iii) Clause 17 (1) (b)	0,06	0,06
(iv) Clause 17 (1) (c), (f) (i), (g) (i), (i), (k) (iv)	0,09	0,09
(v) Clause 17 (1) (d), (f) (ii), (g) (ii), (j) (i), (k) (iii)	0,10	0,10
(vi) Clause 17 (1) (e), (f) (iv), (j) (iii)	0,13	0,13
(vii) Clause 17 (1) (f) (iii), (g) (iii), (j) (ii), (k) (i)	0,12	0,12
(viii) Clause 17 (1) (h) (i)	0,17	0,16
(ix) Clause 17 (1) (h) (ii)	0,21	0,21
(x) Clause 17 (1) (h) (iii) and (vii)	0,24	0,24
(xi) Clause 17 (1) (h) (iv)	0,16	0,15
(xii) Clause 17 (1) (h) (v)	0,20	0,20
(xiii) Clause 17 (1) (h) (vi)	0,23	0,23
(xiv) Clause 17 (1) (k) (ii)	0,11	0,11."

5. CLAUSE 27.—HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

With effect from 1 November 1988.

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

"(1) (a) *Holiday Fund*.—In addition to any other remuneration payable in terms of this Agreement, an employer shall contribute to the Fund on behalf of each member of the undermentioned classes of employees in

Werknemerkatgorie	Minimum lone per uur vanaf 1/11/1988	
	Net Gebied 'B'	Net Gebied 'A'
	R	R
(v) Vakmanverwers, met inbegrip van ruitwerkers	4,57	4,57
(vi) Meestervakmanverwers, met inbegrip van ruitwerkers	5,12	5,12
(vii) Voormanne	5,36	5,36
	Per week	
(i) Wagte	86,24	86,24
(j) Vakleerlinge:	Per uur	
(i) Eerste jaar	2,18	2,18
(ii) Tweede jaar	2,72	2,72
(iii) Derde jaar	3,05	3,05
Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskryf in-gevolge die Wet op Mannekragopleiding, 1981.		
(k) Drywers/masjienbedieners:	Per week	
Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n—		
(i) Kode 11-lisensie (voorhaker en sleepwa)	124,52	124,52
(ii) Kode 10-lisensie (6 500 kg en meer) ...	107,36	107,36
(iii) Kode 9-lisensie (3 000 tot 6 500 kg) ...	95,92	95,92
(iv) Kode 1 tot 8-lisensie (drywers van alle ander motorvoertuie en bedieners van 'n hyser of drywers van stortwaens)	86,24	86,24."

4. KLOUSULE 26.—UITGAWES VAN DIE RAAD

Met ingang van 1 November 1988.

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

"(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer die bedrae hieronder uiteengesit, per week per werknemer, ten opsigte van elke werknemer vir wie lone in klousule 17 (1) voorgeskryf word, aan die Raad betaal:

Loonkategorieë	Bedrag betaalbaar in	
	Gebied 'A'	Gebied 'B'
	R	R
(i) Klousule 17 (1) (a) (i)	0,07	0,07
(ii) Klousule 17 (1) (a) (ii)	0,08	0,08
(iii) Klousule 17 (1) (b)	0,06	0,06
(iv) Klousule 17 (1) (c), (f) (i), (g) (i), (i), (k) (iv)	0,09	0,09
(v) Klousule 17 (1) (d), (f) (ii), (g) (ii), (j) (i), (k) (iii)	0,10	0,10
(vi) Klousule 17 (1) (e), (f) (iv), (j) (iii)	0,13	0,13
(vii) Klousule 17 (1) (f) (iii), (g) (iii), (j) (ii), (k) (i)	0,12	0,12
(viii) Klousule 17 (1) (h) (i)	0,17	0,16
(ix) Klousule 17 (1) (h) (ii)	0,21	0,21
(x) Klousule 17 (1) (h) (iii) en (vii)	0,24	0,24
(xi) Klousule 17 (1) (h) (iv)	0,16	0,15
(xii) Klousule 17 (1) (h) (v)	0,20	0,20
(xiii) Klousule 17 (1) (h) (vi)	0,23	0,23
(xiv) Klousule 17 (1) (k) (ii)	0,11	0,11."

5. KLOUSULE 27.—VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

Met ingang van 1 November 1988.

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

"(1) (a) *Vakansiefonds*.—Benewens ander besodiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan die Fonds ten behoeve van elke lid van ondergenoemde klasse werknemers ten opsigte

respect of each week in which more than 27 hours have been worked in Area 'A' by such employee the contribution specified hereunder, which shall cover payment in respect of the annual leave period referred to in clause 16 (1) (a):

Class of employee	Per week in Area 'A'	Per week in Area 'B'
	R	R
Employees for whom wages are prescribed in—		
(i) clause 17 (1) (a) (i).....	3,99	3,99
(ii) clause 17 (1) (a) (ii).....	4,69	4,69
(iii) clause 17 (1) (b).....	3,83	3,83
(iv) clause 17 (1) (c), (f) (i), (g) (i), (i), (k) (iv)	5,28	5,28
(v) clause 17 (1) (d), (f) (ii), (g) (ii), (j) (i), (k) (iii).....	5,87	5,87
(vi) clause 17 (1) (e), (f) (iv), (j) (iii).....	8,22	8,22
(vii) clause 17 (1) (f) (iii), (g) (iii), (j) (ii).....	7,33	7,33
(viii) clause 17 (1) (h) (i).....	10,59	9,83
(ix) clause 17 (1) (h) (ii).....	12,93	12,93
(x) clause 17 (1) (h) (iii) and (vii).....	14,44	14,44
(xi) clause 17 (1) (h) (iv).....	9,97	9,21
(xii) clause 17 (1) (h) (v).....	12,31	12,31
(xiii) clause 17 (1) (h) (vi).....	13,79	13,79
(xiv) clause 17 (1) (k) (i).....	7,62	7,62
(xv) clause 17 (1) (k) (ii).....	6,57	6,57

Every employer shall on each pay-day each week pay such contribution to the Council.

In the case of employees employed in Area 'B', the aforementioned 27 hours shall be 30 hours."

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

"(b) *Stabilisation Fund*.—An employer shall deduct from the wages of each of his employees who have worked more than 27 hours in Area 'A' or 30 hours in Area 'B', and for whom wages are prescribed in—

(i) clause 17 (1) (a)–(g) and (i)–(k): 44 cents per week, and

(ii) clause 17 (1) (h): R1,76 per week,

which amounts shall cover their contribution to the Stabilisation Fund referred to in subclause (4)."

6. CLAUSE 28.—PENSION OR LIKE FUND

(1) With effect from 1 November 1988, substitute the following for subclause (1) (a):

"(1) *Employer contributions*.—(a) In addition to any other remuneration payable in terms of this Agreement, an employer shall contribute to the Pension Fund on behalf of each member of the undermentioned classes of employees in respect of each week in which more than, in Area 'A', 27 hours in a week or, in Area 'B', 30 hours in a week have been worked by such employee, the amounts specified hereunder:

Class of employee	Per week in Area 'A'	Per week in Area 'B'
	R	R
Employees for whom wages are prescribed in—		
(i) clause 17 (1) (a) (i).....	9,77	9,77
(ii) clause 17 (1) (a) (ii).....	11,06	11,06
(iii) clause 17 (1) (b).....	9,50	9,50
(iv) clause 17 (1) (c), (f) (i), (g) (i), (i).....	12,92	12,92
(v) clause 17 (1) (d), (f) (ii), (g) (ii), (j) (i).....	14,73	14,73
(vi) clause 17 (1) (e), (f) (iv), (j) (iii).....	20,11	20,11
(vii) clause 17 (1) (f) (iii), (g) (iii), (j) (ii).....	18,25	18,25
(viii) clause 17 (1) (h) (i).....	25,67	23,70
(ix) clause 17 (1) (h) (ii).....	31,79	31,79
(x) clause 17 (1) (h) (iii) and (vii).....	35,37	35,37
(xi) clause 17 (1) (h) (iv).....	24,05	22,08
(xii) clause 17 (1) (h) (v).....	30,17	30,17
(xiii) clause 17 (1) (h) (vi).....	34,04	34,04

van elke week waarin sodanige werknemer meer as 27 uur in Gebied 'A' gewerk het, die bydrae hieronder gespesifiseer, betaal, wat voorsiening maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 16 (1) (a) bedoel:

Klas werknemer	Per week in Gebied 'A'	Per week in Gebied 'B'
	R	R
Werknemers vir wie lone voorgeskryf word in—		
(i) klousule 17 (1) (a) (i).....	3,99	3,99
(ii) klousule 17 (1) (a) (ii).....	4,69	4,69
(iii) klousule 17 (1) (b).....	3,83	3,83
(iv) klousule 17 (1) (c), (f) (i), (g) (i), (i), (k) (iv).....	5,28	5,28
(v) klousule 17 (1) (d), (f) (ii), (g) (ii), (j) (i), (k) (iii).....	5,87	5,87
(vi) klousule 17 (1) (e), (f) (iv), (j) (iii).....	8,22	8,22
(vii) klousule 17 (1) (f) (iii), (g) (iii), (j) (ii).....	7,33	7,33
(viii) klousule 17 (1) (h) (i).....	10,59	9,83
(ix) klousule 17 (1) (h) (ii).....	12,93	12,93
(x) klousule 17 (1) (h) (iii) en (vii).....	14,44	14,44
(xi) klousule 17 (1) (h) (iv).....	9,97	9,21
(xii) klousule 17 (1) (h) (v).....	12,31	12,31
(xiii) klousule 17 (1) (h) (vi).....	13,79	13,79
(xiv) klousule 17 (1) (k) (i).....	7,62	7,62
(xv) klousule 17 (1) (k) (ii).....	6,57	6,57

Elke werkgever moet elke week op elke betaaldag sodanige bydrae aan die Raad betaal.

In die geval van werknemers in diens in Gebied 'B' moet bogenoemde 27 uur 30 uur wees."

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

"(b) *Stabilisasiefonds*.—'n Werkgever moet van die lone verskuldig aan sy werknemers wat langer as 27 uur in Gebied 'A' of 30 uur in Gebied 'B' gewerk het en vir wie lone voorgeskryf word in—

(i) klousule 17 (1) (a)–(g) en (i)–(k): 44 sent per week, en

(ii) klousule 17 (1) (h): R1,76 per week,

af trek, welke bedrae hul bydrae tot die Stabilisasiefonds in subklousule (4) bedoel, moet dek."

6. KLOUSULE 28.—PENSIOEN- OF SOORTGELYKE FONDSE

(1) Met ingang van 1 November 1988, vervang subklousule (1) (a) deur die volgende:

"(1) *Werkgebydraes*.—(a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgever elke week aan die Pensioenfonds die bedrag hieronder uiteengesit, betaal ten behoeve van elke lid van ondergenoemde klasse werknemers wat in Gebied 'A' meer as 27 uur in 'n week of in Gebied 'B' meer as 30 uur in 'n week gewerk het:

Klas werknemer	Per week in Gebied 'A'	Per week in Gebied 'B'
	R	R
Werknemers vir wie lone voorgeskryf word in—		
(i) klousule 17 (1) (a) (i).....	9,77	9,77
(ii) klousule 17 (1) (a) (ii).....	11,06	11,06
(iii) klousule 17 (1) (b).....	9,50	9,50
(iv) klousule 17 (1) (c), (f) (i), (g) (i), (i) ...	12,92	12,92
(v) klousule 17 (1) (d), (f) (ii), (g) (ii), (j) (i).....	14,73	14,73
(vi) klousule 17 (1) (e), (f) (iv), (j) (iii).....	20,11	20,11
(vii) klousule 17 (1) (f) (iii), (g) (iii), (j) (ii).....	18,25	18,25
(viii) klousule 17 (1) (h) (i).....	25,67	23,70
(ix) klousule 17 (1) (h) (ii).....	31,79	31,79
(x) klousule 17 (1) (h) (iii) en (vii).....	35,37	35,37
(xi) klousule 17 (1) (h) (iv).....	24,05	22,08
(xii) klousule 17 (1) (h) (v).....	30,17	30,17
(xiii) klousule 17 (1) (h) (vi).....	34,04	34,04

Class of employee	Per week in Area 'A' R	Per week in Area 'B' R
(xiv) clause 17 (1) (k) (i).....	19,18	19,18
(xv) clause 17 (1) (k) (ii).....	16,53	16,53
(xvi) clause 17 (1) (k) (iii).....	14,77	14,77
(xvii) clause 17 (1) (k) (iv).....	13,27	13,27."

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

"(2) *Employee contributions*.—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees who have worked more than 27 hours that week in Area 'A', or 30 hours in Area 'B', the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	Per week in Area 'A' R	Per week in Area 'B' R
Employees for whom wages are prescribed in— clause 17 (1) (h).....	2,00	2,00."

7. CLAUSE 30.—TRADE UNION SUBSCRIPTIONS

As from 1/11/1988, substitute the following for subclause (2) (a):

"(2) (a) Every employer shall, in respect of every employee in his employment who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amount:

- (i) From employees for whom wages are prescribed in clause 17 (1) (a)–(g) and (i)–(k): 35c per week;
- (ii) from employees for whom wages are prescribed in clause 17 (1) (h): R1,25 per week."

8. CLAUSE 31.—SICK PAY FUND FOR THE BUILDING INDUSTRY

(1) With effect from 1 November 1988, substitute the following for subclause (2):

"(2) *Contributions*.—(a) Every employer shall contribute to the Sick Pay Fund for the Building Industry on behalf of each member of the undermentioned classes of employees in respect of each week in which more than in Area 'A', 27 hours, or, in Area 'B', 30 hours have been worked by such employee, the amounts specified hereunder:

Class of employee	Per week in Area 'A' R	Per week in Area 'B' R
Employees for whom wages are prescribed in—		
(i) clause 17 (1) (a) (i) and (b).....	1,55	1,55
(ii) clause 17 (1) (a) (ii).....	1,75	1,75
(iii) clause 17 (1) (c), (f) (i), (g) (i), (i) and (k) (iii).....	1,97	1,97
(iv) clause 17 (1) (d), (f) (ii), (g) (ii), (j) (i) and (k) (ii).....	2,20	2,20
(v) clause 17 (1) (e), (f) (iv), and (j) (iii).....	2,80	2,80
(vi) clause 17 (1) (f) (iii), (g) (iii), and (j) (ii) ..	2,48	2,48
(vii) clause 17 (1) (h) (i).....	3,55	3,55
(viii) clause 17 (1) (h) (ii).....	4,37	4,37
(ix) clause 17 (1) (h) (iii) and (vii).....	4,37	4,37
(x) clause 17 (1) (h) (iv).....	3,34	3,08
(xi) clause 17 (1) (h) (v) and (vi).....	4,12	4,12
(xii) clause 17 (1) (k) (i).....	2,55	2,55
(xiii) clause 17 (1) (k) (iv).....	1,77	1,77."

Klas werknemer	Per week in Gebied 'A' R	Per week in Gebied 'B' R
(xiv) klousule 17 (1) (k) (i).....	19,18	19,18
(xv) klousule 17 (1) (k) (ii).....	16,53	16,53
(xvi) klousule 17 (1) (k) (iii).....	14,77	14,77
(xvii) klousule 17 (1) (k) (iv).....	13,27	13,27."

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

"(2) *Werknemerbydraes*.—(a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week verskuldig is aan elke lid van ondergenoemde klasse werknemers wat in Gebied 'A' meer as 27 uur en in Gebied 'B' meer as 30 uur in daardie week gewerk het en sodanige bydrae elke week aan die raad betaal:

Klas werknemer	Per week in Gebied 'A' R	Per week in Gebied 'B' R
Werknemers vir wie lone voorgeskryf word in— klousule 17 (1) (h).....	2,00	2,00."

7. KLOUSULE 30.—LEDEGELD VIR VAKVERENIGINGS

Met ingang van 1 November 1988, vervang subklousule (2) (a) deur die volgende:

"(2) (a) Elke werkgever moet, ten opsigte van elke werknemer in sy diens wat lid is van die vakvereniging wat 'n party is by die Ooreenkomst, van die loon van elke sodanige werknemer die volgende bedrag aftrek wat as ledegeld aan die vakvereniging betaalbaar is:

- (i) Van werknemers vir wie lone voorgeskryf word in klousule 17 (1) (a)–(g) en (i)–(k): 35 sent per week;
- (ii) van werknemers vir wie lone voorgeskryf word in klousule 17 (1) (h): R1,25 per week."

8. KLOUSULE 31.—SIEKEFONDS VIR DIE BOUNYWERHEID

(1) Met ingang van 1 November 1988, vervang subklousule (2) deur die volgende:

"(2) *Bydraes*.—(a) Elke werkgever moet ten behoeve van elke lid van ondergenoemde klasse werknemers wat in Gebied 'A' meer as 27 uur in 'n week of in Gebied 'B' meer as 30 uur in 'n week gewerk het die bedrag hieronder uiteengesit aan die Siekefonds vir die Bounywerheid betaal:

Klas werknemer	Per week in Gebied 'A' R	Per week in Gebied 'B' R
Werknemers vir wie lone voorgeskryf word in—		
(i) klousule 17 (1) (a) (i) en (b).....	1,55	1,55
(ii) klousule 17 (1) (a) (ii).....	1,75	1,75
(iii) klousule 17 (1) (c), (f) (i), (g) (i), (i) (k) (iii).....	1,97	1,97
(iv) klousule 17 (1) (d), (f) (ii), (g) (ii), (j) (i) en (k) (ii).....	2,20	2,20
(v) klousule 17 (1) (e), (f) (iv) en (j) (iii)...	2,80	2,80
(vi) klousule 17 (1) (f) (iii), (g) (iii), en (j) (ii).....	2,48	2,48
(vii) klousule 17 (1) (h) (i).....	3,55	3,55
(viii) klousule 17 (1) (h) (ii).....	4,37	4,37
(ix) klousule 17 (1) (h) (iii) en (vii).....	4,37	4,37
(x) klousule 17 (1) (h) (iv).....	3,34	3,08
(xi) klousule 17 (1) (h) (v) en (vi).....	4,12	4,12
(xii) klousule 17 (1) (k) (i).....	2,55	2,55
(xiii) klousule 17 (1) (k) (iv).....	1,77	1,77."

Signed, on behalf of the parties, this 7th day of June 1988.

D. L. ILLMER,
Chairman.

H. K. VAN WEST,
Councillor.

N. J. KRUGER,
Secretary.

Geteken namens die partye op hede die 7de dag van Junie 1988.

D. L. ILLMER,
Voorsitter.

H. K. VAN WEST,
Raadslid.

N. J. KRUGER,
Sekretaris.

No. R. 2091

14 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WORCESTER AND WEST-BOLAND.—AMENDMENT OF MEDICAL AID FUND 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 22 February 1990, 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 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 22 February 1990, 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

WORCESTER AND WEST-BOLAND BUILDING INDUSTRIAL COUNCIL

MEDICAL AID FUND AGREEMENT

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

Master Builders' and Allied Trades Association, West Cape

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

Building Workers' Union

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

being the parties to the Worcester and West-Boland Building Industrial Council,

to amend the Medical Aid Fund Agreement published under Government Notice R. 696 of 26 April 1974, as amended and re-enacted by Government Notices R. 836 of 27 April 1979, R. 2554 of 20 November 1981, R. 2547 of 18 November 1983, R. 2382 of 2 November 1984, R. 766 of 4 April 1985, R. 1209 of 20 June 1986, R. 268 of 13 February 1987 and R. 1817 of 28 August 1987 (hereinafter referred to as the Re-enacting Agreement).

No. R. 2091

14 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WORCESTER EN WES-BOLAND.—WYSIGING VAN MEDIESE HULPFONDSOOREENKOMS

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 22 Februarie 1990 eindig, bindend is vir die werkgewersorganisasies 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 klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Februarie 1990 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, WORCESTER EN WES-BOLAND

OOREENKOMS VIR DIE MEDIESE HULPFONDS

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

Master Builders' and Allied Trades Association, West Cape

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

Building Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Worcester en Wes-Boland,

om die Mediese Hulpfondsooreenkoms gepubliseer by Goewermmentskennisgewing R. 696 van 26 April 1974, soos gewysig en herbekragtig deur Goewermmentskennisgewings R. 836 van 27 April 1979, R. 2554 van 20 November 1981, R. 2547 van 18 November 1983, R. 2382 van 2 November 1984, R. 766 van 4 April 1985, R. 1209 van 20 Junie 1986, R. 268 van 13 Februarie 1987 en R. 1817 van 28 Augustus 1987 (hierna die Herbekragtigingsooreenkoms genoem), te wysig.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Worcester, Vredenburg, Hopefield and Piketberg and in the municipal area of Moorreesburg.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement.

2. CLAUSE 1 OF THE RE-ENACTING AGREEMENT.—SCOPE OF APPLICATION

Substitute the following for subclause (2):

“(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement.”

3. CLAUSE 4 OF THE RE-ENACTING AGREEMENT.—GENERAL PROVISIONS

Substitute the following for clause 4:

“4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 16 inclusive, 18 and 19 of the ‘Former Agreement’, and as amended hereunder, shall apply to employers and employees.”

4. CLAUSE 7 OF THE FORMER AGREEMENT.—MEMBERSHIP

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

“(1) (a) Subject to the provisions of subclause (2), membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement.”

5. CLAUSE 9 OF THE FORMER AGREEMENT.—CONTRIBUTIONS

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

“(1) Every employer shall, in respect of every employee in his employ for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) and (k) of the Main Agreement and in the manner hereinafter prescribed in this clause, pay to the Council an amount of R14,00 per week towards the Fund.”

(2) In subclause (2), substitute the figure “R7,00” for the figure “R4,05”.

(3) In subclauses (10) and (12), substitute the figure “R14,00” for the figure “R12,15”.

Signed, on behalf of the parties, this seventh day of June 1988.

D. L. ILLMER,
Chairman.

H. K. VAN WEST,
Councillor.

N. J. KRUGER,
Secretary.

No. R. 2092

14 October 1988

**LABOUR RELATIONS ACT, 1956
CANCELLATION OF GOVERNMENT
NOTICE**

**BUILDING INDUSTRY, EAST LONDON.—
MAIN AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 338 of 4 March 1988 with effect from the second Monday after the date of publication of this notice.

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

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Worcester, Vredenburg, Hopefield en Piketberg en in die munisipale gebied van Moorreesburg.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word in klousule 17 (1), (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms.

2. KLOUSULE 1 VAN DIE HERBEKRAGTIGINGSOORENKOMS.—TOEPASSINGSBESTEK

Vervang subklousule (2) deur die volgende:

“(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms.”

3. KLOUSULE 4 VAN DIE HERBEKRAGTIGINGSOORENKOMS.—ALGEMENE BEPALINGS

Vervang klousule 4 deur die volgende:

“4. ALGEMENE BEPALINGS

Klousules 3 tot en met 16, 18 en 19 van die ‘Vorige Ooreenkoms’, en soos hieronder gewysig, is van toepassing op werkgewers en werknemers.”

4. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS.—LIDMAATSKAP

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

“(1) (a) Behoudens subklousule (2) is lidmaatskap van die Fonds verpligtend vir alle werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms.”

5. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS.—BYDRAES

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

“(1) Elke werkgever moet ten opsigte van elke werknemer in sy diens vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j) en (k) van die Hoof-ooreenkoms en op die wyse hierna in hierdie klousule voorgeskryf, aan die Raad 'n bedrag van R14,00 per week betaal as bydrae tot die Fonds.”

(2) In subklousule (2), vervang die syfer “R4,05” deur die syfer “R7,00”.

(3) In subklousules (10) en (12), vervang die syfer “R12,15” deur die syfer “R14,00”.

Geteken namens die partye op hede die 7de dag van Junie 1988.

D. L. ILLMER,
Voorsitter.

H. K. VAN WEST,
Raadslid.

N. J. KRUGER,
Sekretaris.

No. R. 2092

14 Oktober 1988

**WET OP ARBEIDSVERHOUDINGE, 1956
INTREKKING VAN GOEWERMENSKENNIS-
GEWING**

**BOUNYWERHEID, OOS-LONDEN.—
HOOF-OOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing R. 338 van 4 Maart 1988 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

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

No. R. 2093

14 October 1988

**LABOUR RELATIONS ACT, 1956
CANCELLATION OF GOVERNMENT
NOTICE**

**BUILDING INDUSTRY, EAST LONDON.—
MEDICAL AID FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 2395 of 23 October 1987 with effect from the second Monday after the date of publication of this notice.

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

No. R. 2094

14 October 1988

**LABOUR RELATIONS ACT, 1956
BUILDING INDUSTRY, EAST LONDON.—
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 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 three years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 50 and 51, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

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

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, EAST
LONDON
AGREEMENT**

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of South Africa

and

Transport Workers' Union of South Africa

(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 London.

No. R. 2093

14 Oktober 1988

**WET OP ARBEIDSVERHOUDINGE, 1956
INTREKKING VAN GOEWERMENSKENNIS-
GEWING**

**BOUNYWERHEID, OOS-LONDEN.—
MEDIIESE BYSTANDSFONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewing R. 2395 van 23 Oktober 1987 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

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

No. R. 2094

14 Oktober 1988

**WET OP AREIDSVERHOUDINGE, 1956
BOUNYWERHEID, OOS-LONDEN.—
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 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 drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 50 en 51, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

BYLAE

**NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
OOS-LONDEN
OOREENKOMS**

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

Amalgamated Society of Woodworkers of South Africa

en

Transport Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed—

(a) by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers' organisation and the trade unions respectively;

(b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall 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 contract entered into or any conditions fixed thereunder;

(b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000, and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for three years.

3. DEFINITIONS

Any term or expression used in this Agreement which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendment thereof; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“agent” means a person appointed by the Council in terms of the provisions of section 62 (7) of the Labour Relations Act, 1956;

“application” means an application on a form prescribed for that purpose by the Management Committee from time to time, duly signed by the applicant or a person authorised to sign on his behalf in cases where the applicant himself cannot sign such form;

“apprentice” means an apprentice as defined in the Manpower Training Act, 1981;

“artisan” means an employee engaged in any one or more of the following operations in any one or more of the trades and/or subdivisions thereof indicated below, and shall include employees who perform work normally performed by a person who served under, and completed, a contract of apprenticeship in terms of the Manpower Training Act, 1981, or who holds a certificate of proficiency issued under section 6 or section 7 of the Training of Artisans Act, 1951, or section 27 of the Manpower Training Act, 1981, or who can submit written proof that he has worked for five or more years for an employer as an artisan:

Asphalting.

Blocklaying.—Tuck pointing; the erecting, setting into position for building and subsequent adjustment of jigs and/or guides, and the setting into position of window and door frames, but excluding—

(a) the building of walls of blocks;

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

(c) the laying to a jig and/or guide of blocks bedded in mortar or mastic, where no artisans' tools are used.

Bricklaying.

Carpentry.—Marking out; truing up of timber by hand or machine, fixing door and window frames; hanging door and window sashes and fitting furniture, fittings and iron-mongery; cutting and/or planning and/or fitting and/or fixing picture rails, skirtings, quadrants, architraves, mouldings and/or any other fittings required for the internal and/or external finishings of buildings or structures; setting out and erecting wood and iron structures and all types of roofs; fixing corrugated and other roofing materials and weather-boarding; erecting ceilings, fixing cornices and spacing cover strips; fixing of sound and acoustic materials, cork and asbestos insulation, wood lathing, composition ceiling and wall covering; carving and veneer panelling; covering of woodwork with rodent-proofing, whether or not the fixing in the building or structure is done by the person making or preparing the article used.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;

(b) in die landdrosdistrik Oos-Londen (uitgesonderd daardie gedeeltes wat ingevolge Goewermenskenningsgewings 1877 en 1079 van 14 September 1981 en 10 Junie 1988 onderskeidelik oorgeplaas is vanaf Ciskei).

(2) Ondanks subklousule (1)—

(a) is hierdie Ooreenkoms op vakleerlinge en kwekelinge van toepassing slegs vir sover dit nie onbestaanbaar is nie met die bepalings van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;

(b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:

(i) Woonhuise teen 'n koste van minder as R14 000, en

(ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir drie jaar.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“agent” iemand wat ooreenkomstig artikel 62 (7) van die Wet op Arbeidsverhoudinge, 1956, deur die Raad aangestel is;

“aansoek” 'n aansoek op 'n vorm wat vir daardie doel van tyd tot tyd deur die Bestuurskomitee voorgeskryf word, behoorlik geteken deur die aansoeker of iemand wat gemagtig is om namens hom te teken in gevalle waar die aansoeker self nie so 'n vorm kan teken nie;

“vakleerling” 'n vakleerling soos omskryf in die Wet op Mannekragopleiding, 1981;

“ambagsman” 'n werknemer wat in een of meer van die volgende werksaamhede in een of meer van die bedrywe en/of onderafdelings daarvan, hieronder genoem, in diens is, en ook werknemers wat werk verrig wat gewoonlik verrig word deur iemand wat 'n leerkontrak uitgedien het ingevolge die Wet op Mannekragopleiding, 1981, of wat in besit is van 'n vaardigheidsertifikaat wat kragtens artikel 6 of artikel 7 van die Wet op Opleiding van Vakmanne, 1951, of artikel 27 van die Wet op Mannekragopleiding, 1981, uitgereik is, of wat skriftelike bewys kan lewer dat hy vir vyf jaar of langer vir 'n werkgewer as 'n ambagsman gewerk het:

Asfaltwerk.

Bloklêwerk.—Rifvoegwerk; die oprigting, in posisie plasing vir bouwerk en latere stelwerk aan setmate en/of leiers, en die in posisie plasing van venster- en deurkosyne, maar uitgesonder—

(a) die bou van mure met blokke;

(b) die lê van blokke wat nie in dagha of mastik gelê word nie, sonder om die gereedskap van 'n ambagsman te gebruik;

(c) die lê van blokke volgens 'n setmaat en/of 'n leier in dagha of mastik, sonder om die gereedskap van 'n ambagsman te gebruik.

Messelwerk.

Timmerwerk.—Afmerk; timmerhout met die hand of masjien haaks maak, deur- en vensterkosyne vassit; deur- en vensterrame hang en ameublement, toebehore en ysterware aansit; prentelyste, vloerlyste, kwadrante, kosynlyste, lyste en/of enige ander toebehore wat vereis word vir die binne- en/of buiteafwerking van geboue of bouwerke saag en/of skaaf, en/of aansit en/of vassit; hout-en-sink-bouwerke en alle tipes dakke uitmerk en oprig; gegolfdde en ander dakmateriaal en waterslagbeplanking vassit; plafonne aanbring, kroonlyste vassit en dekstroke spasieer; klank- en akoestiek materiaal, kurk- en asbesisoleering, houtlatwerk, komposisieplafon- en muurbedekking vassit; houtsneewerk en fineerpaneelwerk; houtwerk met rotdigting bedek, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie.

Concrete work.—Supervising concrete being placed *in situ* and levelling of surfaces thereof.

Drainlaying.—Setting out drainage systems; supervising the building of manholes and the laying and jointing of drain pipes.

Floorlaying.—Laying of floors of wood, composition, rubber or any other material, and sandpapering of same, and the laying of all types of floor covering including linoleum, inlaid lino, Malthoid, asphalt tiles or asphalt based floor coverings, cork, rubber plastic compositions, carpets and carpet tiles: Provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer.

French polishing.

Glazing.

Joinery.

Lead-light making.—Setting out of templates or drawings on boards; cutting and shaping of glass; rounding edges of glass and truing to pattern; fitting lead sections and soldering joints; glazing lead-light panels and installing fixing wires.

Letter cutting and stone decorating.—Drawing, designing and setting out of letters and/or enrichments; cutting and carving letters by hand or machine or pneumatic tool.

Metal work.

Painting and decorating.

Plastering.

Plumbing.

Polishing.—Filling in and preparing surfaces for polishing; applying oil and cellulose paints or finishes to surfaces by brush, pad or spray gun.

Reconstructed stone or terrazzo work.—Setting out; cutting and horsing of templates; model making; mould making; applying *in situ* terrazzo to walls, floors, staircases and/or other surfaces and finishing to final surface; screeding and fixing dividing heads; fixing reconstructed stone and terrazzo blocks and/or slabs.

Saw-doctoring.—Brazing, retooling, sharpening (by hand or machine), spring-setting, swage-setting and tensioning of band saws; setting up and repairing inserted tooth saws; truing-up buckled and/or twisted band saws and/or circular saws.

Sheetmetal work.—Marking out; setting out and developing of patterns for sheetmetal articles and/or components; assembling and/or fixing and/or fitting and/or repairing sheetmetal articles and/or components; assembling and/or installing and/or fixing ducting and/or piping for central heating, air-conditioning and dust extracting systems; supervising the manufacture in workshops of sheetmetal articles; brazing and soldering by hand.

Shopfitting (architectural metal work).—Marking out; setting out; assembling and/or installing and/or fixing and/or repairing store, shop, office and bank fittings in metal or wood or both; assembling and/or erecting and/or adjusting and/or repairing metal door frames and/or metal doors; assembling and/or erecting and/or repairing shopfronts and/or universal windows in metal or wood or both; brazing and welding; precision drilling and tapping by hand; final filing; fixing of metal partitions.

Shopfitting (other materials).—Assembling and/or fixing and/or repairing store, shop, office and bank fittings, window enclosures, showcases, counters, staircases, screens and/or any other interior fittings or fixtures in wood and/or metal and/or any other materials or combination of materials; assembling and/or erecting and/or fixing and/or repairing shopfronts in wood or metal or both; erecting and/or fixing and/or repairing partitions; assembling and glazing of glass counters and showcases; installation of all glassware used in shopfitting; panelling of walls.

Signwriting.—Laying out signs, painting backgrounds, executing and finishing signs; gliding; heraldry; spray painting; executing designs and layouts; glass engraving; sandblasting designs; silk screening; pictorial and/or poster work, whether by hand or machine.

Betonwerk.—Toesighouding oor die *in situ*-plasing van beton en die gelykmaking van die oppervlakke daarvan.

Rioolaanlegwerk.—Rioolstelsels uitmerk; toesighouding oor die bou van mangate en die aanlê en las van rioolpype.

Vloere lê.—Vloere lê van hout, komposisie, rubber of enige ander materiaal, met inbegrip van die afskuur daarvan, en alle soorte vloerbedekking uitlê, met inbegrip van linoleum, inleglinoleum, Malthoid, asfaltteëls of vloerbedekkings met asfaltbasis, kurk, rubber en plastiekkomposisies, matte en matteëls: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk gepaard gaan met die verkoop van sodanige linoleum en geen deel uitmaak van die regstreekse koste van die klant nie.

Lakverniswerk.

Beglasing.

Skrynerwerk.

Ruit-in-lood-werk.—Die uitmerk van patrone of tekeninge op bord; die sny en fatsoenering van glas; die rond maak van glastrande en haaks maak volgens 'n patroon; die aansit van loodstukke en die soldeer van lasse; glas in ruit-in-lood-paneel sit en binddraad installeer.

Lettersnywerk en klipversiering.—Letters en/of versierings teken, ontwerp en uitmerk; letters met die hand of masjien of 'n drukklug-werktuig sny en uitkerf.

Metaalwerk.

Verfwerk en versiering.

Pleisterwerk.

Loodgieterswerk.

Polering.—Oppervlakke vul en voorberei vir polering; olie- en seluloseverwe of -afwerkings aan oppervlakke aanbring met 'n borsel of kwas, kussing of sproeispuut.

Fineerklip- of terrassowerk.—Uitmerk; patrone sny en regsny-modelleerwerk; vormmakery; terrasso aan mure, vloere, trappe en/of ander oppervlakke op die terrein aanbring en die finale oppervlak afwerk; verdeelkoppe afvlak en vassit; fineerklip en terrassoblokke en/of -plaatblokke vassit.

Saagherstelwerk.—Soldeerwerk hervertanding, skerpmaak (met die hand of 'n masjien), verstelwerk, die stel van tandsteller en spanningstelwerk aan bandsae; oprigting en herstel van lostandsae; haaksmaking van verbuigde en/of gedraaide bandsae en/of sirkelsae.

Plaatmetaalwerk.—Afmerk; uitmerk en die ontwikkeling van patrone vir artikels en/of onderdele van plaatmetaal; montering en/of vassit en/of pas en/of herstel van artikels en/of onderdele van plaatmetaal; montering en/of installering en/of vassit van leiding en/of pype vir sentrale verwarming-, lugversorging- en ontstoftstelsels; toesighouding oor die vervaardiging van plaatmetaalartikels in werkwinkels; met die hand sweissoldeer en soldeer.

Winkeluitrusting (boumetaalwerk).—Afmerk; uitmerk; die montering en/of installering en/of vassit en/of herstel van los, winkel-, kantoor- en banktoebehore van metaal of hout of albei; die montering en/of oprigting en/of stel en/of herstel van metaaldeurkosyne en/of metaaldeure; die montering en/of oprigting en/of herstel van winkelfronte en/of universele vensters van metaal of hout of albei; sweissoldeer en sweis; presisiehandboorwerk en moerdraad met die hand sny; finale vylwerk; die vassit van metaalafskortings.

Winkeluitrusting (ander materiale).—Die montering en/of vassit en/of herstel van los, winkel-, kantoor- en banktoebehore, venster-skerm, vertoonkaste, toonbanke, trappe, skerm en/of enige ander los of vaste binnetoebehore van hout en/of metaal en/of enige ander materiaal of kombinasie van materiale; die montering en/of oprigting en/of vassit en/of herstel van winkelfronte van hout of metaal of albei; die oprigting en/of vassit en/of herstel van afskortings; die montering en beglasing van glastoonbanke en vertoonkaste; die installering van alle glasware wat in winkeluitrusting gebruik word; paneelwerk aan mure.

Letterskilderwerk.—Die ontwerp van uithangborde, inskildering van agtergrond, die maak en afwerk van uithangborde; vergulding; heraldiek; spuitverfwerk; werk verrig volgens ontwerpe; glasgravering; sandstraling van ontwerpe; syskermwerk; prent- en/of plakkaatwerk, hetsy met die hand of 'n masjien.

Steelwork.

Stone masonry.—Final surfacing and finishing of stone or substitute materials by hand or machine to size, but excluding frame or wire sawing and polishing; setting up machines; setting stone on mortar beds; marking out; building in and/or fixing of pre-cast or artificial stone or marble.

Structural carpentry.—Marking out; setting out; fabricating, plumbing, levelling, adjusting, securing, lining up and fixing of concrete shuttering; erecting shoring.

Wall and floor tiling.—Setting out, fixing of wall tiles and mosaics or other materials to wall surfaces; laying and/or setting of all types of floor tiles, including marble and terrazzo.

Wood machining.—Marking out; setting out; setting up and supervising machines, subject to the proviso that no one artisan shall be required to supervise more than two machines; provided that the Council may authorise the supervision of more machines by one artisan;

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or subdivisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings:

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

bricklaying which includes concreting and the fixing of concrete blocks (where mortar is used, slabs or plates), tiling of walls and floors, jointing of brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in compositions, drainlaying, slating and roof tiling;

french polishing which includes polishing with a brush or pad and spraying with any composition;

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

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

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

metal work which includes the fixing of steel ceilings, metal windows, metal doors, builder's smithwork, metal frames and metal stairs and architectural metal work, together with the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting which includes decorating, paper hanging, distemping, colour washing, staining, varnishing, graining, marbling, spraying, signwriting and wall decoration;

Staalwerk.

Klipmesselwerk.—Die finale oppervlakbehandeling en afwerk van klip of vervangingsmateriaal met die hand of 'n masjiene volgens grootte, maar uitgesonderd raam- of draadsaagwerk en poleerwerk; die opstel van masjiene; die lê van klip op daghabeddings; afmerk; die inbou en/of vassit van voorafgegiëte klip of marmer of kunsklip of kunsmarmer.

Struktuur-timmerwerk.—Afmerk; uitmerk; die vervaardiging, lood-reg stel, gelykmaak, verstelling, vasmaak, noukeurig rig en vassit van betonbekisting; die oprig van skoring.

Muur- en vloerteëlwerk.—Uitmerk; die vassit van muurteëls en mosaïek of ander materiaal aan muuropervlakke; die lê en/of vassit van alle soorte vloerteëls, met inbegrip van marmer en terrazzo.

Houtmasjiene.—Afmerk; uitmerk; die oprig van en toesighouing oor masjiene, op voorwaarde dat daar van geen individuele ambagsman vereis mag word om oor meer as twee masjiene toesig te hou nie: Met dien verstande dat die Raad magtigting kan verleen dat een ambagsman oor meer masjiene toesig hou;

“Bounywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werk-gewer en werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat werksaam is in ondergenoemde ambagte, werksaamhede of onderverdelings daarvan, en alle werk wat gepaard gaan met die werksaamhede van 'n werk-gewer in verband met die oprigting van 'n gebou met inbegrip van die sloping van geboue:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate, met geglasuurde of ongeglaasuurde oppervlakke of nie, en afgesien daarvan van teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfaltmestik of emulsie-asfalt of bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere of fondamente of in sodanige kelders aangewend word of nie;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke (waar dagha gebruik word, platblokke of plate), betoëling van mure en vloere, voegstryking by baksteenwerk, voegwerk, plaveiwerk, mosaïekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, leiklipwerk en pandekking;

lakverniswerk, wat die volgende insluit: Politoeerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof;

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, vensters, rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie, en dit sluit ook kaste, kombuis-kaste of ander kombuis-toebehore in wat as 'n permanente deel van die gebou aangebring word;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir, en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbetoëling, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjiene, buitgemaakte sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmak van klipmesselaarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat sodanige artikel vervaardig of berei in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe, boumetaalwerk, en ook die vervaardiging en/of aanbring van getrokke metaalwerk, en plaat- en uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, kleurkalkwerk, beits-, vernis- en vlamskilderwerk, marmering, spuitverwerk, letterskilderwerk en muurversiering;

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

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

shop, office and bank fitting which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

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

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

"continuation member" means a person who is no longer employed in the Industry but who is permitted in terms of clauses 38 (1) (c) and (d) to remain a member of the Medical Aid Fund;

"contribution card" means the official card issued by the Council to each employee in the Industry;

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

"Council" means the Industrial Council for the Building Industry, East London, registered in terms of section 19 of the Act;

"dangerous work" means any work—

(a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Industry and operating within the Magisterial District of East London;

(b) performed in connection with underpinning and shoring;

(c) performed in old sewers;

(d) performed on the outside of a building (other than in the course of erection of a new building) on or from a swinging scaffold, boatswain's chair or a roof at a height of more than 7,5 m from the ground level, in connection with the renovation, alteration or repair of such building;

"dentist" means a person who is registered as a dentist under the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974);

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

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

(b) such member's child, step-child or legally adopted child under the age of 18 years, who is unmarried and not in receipt of regular remuneration of more than R200 per month;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortfels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terras- en komposisie-vloerwerk, komposisiemuurbekleding en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskrifmasjiens, buigsame sny- en afwerkmasjiens, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaiekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanleg, sanitêre en huisingenieurswerk, rioolaanleg, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, stookaanleg en die vervaardiging en aanbring van loodgiertoebehore uit plaatmetaal, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrustingwerk wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterskerms, vertoonkaste, toonbanke, skermes en los en vaste binnetoebehore;

staalbouwerk wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, lêers, staalbalke, plate of metaal in enige ander vorm, wat deel van 'n gebou of bouwerk uitmaak;

houtwerk wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjienswerk, draaiwerk, houtsniewerk, die aanbring van gegolfdde sinkplate, klank- en akoestiekmetaal, kurk- en asbesisolasië, houtdraaiwerk, komposisieplafon; en muurbekleding, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blok- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese kurkvloerbedekking, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskrifmasjiens, buigsame sny-, afwerk- en poleermasjiens, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk gepaard gaan met die verkoop van sodanige linoleum en geen deel uitmaak van die regstreekse koste van die klant nie;

"voortsettingslid" iemand wat nie meer in die Nywerheid werksaam is nie dog wat kragtens klousule 38 (1) (c) en (d) toegelaat word om lid van die Mediese Bystandsfonds te bly;

"bydraekaart" die amptelike kaart wat deur die Raad aan elke werknemer in die Nywerheid uitgereik word;

"vervoer" vervoer per gelisensieerde ambulans en, by ontstentenis van of onvermoë om 'n gelisensieerde ambulans te verkry, vervoer per private motorvoertuig, vervoer per taxi en/of openbare vervoer, uitgesonderd vliegtuie, terwyl dit gedurende siekte of besering as 'n vervoermiddel gebruik word;

"Raad" die Nywerheidsraad vir die Bounywerheid, Oos-Londen, geregistreer ingevolge artikel 19 van die Wet;

"gevaarlike werk" alle werk—

(a) wat as gevaarlik geklassifiseer word in 'n statutêre, provinsiale of munisipale wet of regulasie wat op die Nywerheid betrekking het en in die landdrosdistrik Oos-Londen van toepassing is;

(b) wat verrig word in verband met ondersteuning en skoring;

(c) wat in ou riole verrig word;

(d) wat op of van 'n hangsteier, 'n bootsmanstoel of 'n dak wat meer as 7,5 m bokant die grond is, verrig word aan die buitekant van 'n gebou (uitgesonderd 'n nuwe gebou wat in aanbou is) in verband met die opknapping, verbouing of herstel van so 'n gebou;

"tandarts" iemand wat kragtens die Wet op Geneesher, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974), as tandarts geregistreer is;

"afhanklike" (indien en solank hy in die Republiek van Suid-Afrika of die gebied Suidwes-Afrika woonagtig en by die Mediese Bystandsfonds geregistreer is), met betrekking tot 'n lid van die Mediese Bystandsfonds—

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

(b) so 'n lid se kind, stiefkind of wettig aangenome kind wat onder die ouderdom van 18 jaar is, ongetroud is en geen gereelde besoldiging van meer as R200 per maand ontvang nie;

(c) such member's child, step-child or legally adopted child over the age of 18 years, but not over the age of 25 years, who is unmarried and not in receipt of regular remuneration of more than R200 per month and who, on application and subject to the conditions of the Management Committee is recognised as a dependent person by the Management Committee for periods of not more than 12 months at a time;

(d) such member's child, step-child or legally adopted child over the age of 18 years, who is unmarried and who, owing to mental or physical defect or any similar cause, is not in receipt of regular remuneration of more than R200 per month and who, with the consent of the Management Committee and subject to its conditions, is recognised as a dependent person;

(e) any other member of such member's family who is not in receipt of regular remuneration of more than R200 per month and who is recognised as a dependent person by the Management Committee, subject to such conditions as may be imposed by it;

"driver" means an employee who is engaged in driving a mechanical vehicle, and for the purpose of this definition the expression "driving a mechanical vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work, prescribed in clause 8, and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to causes such as fire, storm, flood, accident or act of violence, must be performed without delay;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or carrying on of any other industry, business or undertaking;

"General worker" means an employee who is permitted to perform any work in the Industry, excluding work as defined in the definitions of 'artisan', 'operator Grade I' and 'operator Grade II', and may only perform the following work under supervision:

- (a) Attending swing saws;
- (b) binding, or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials;
- (c) drilling or punching metal by power or hand machines;
- (d) erecting hoists;
- (e) hoisting of steel and laying into position;
- (f) laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding;
- (g) painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paints;
- (h) removing loose or flaking paint from gutters, drain-pipes or other surfaces;
- (i) washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;
- (j) wedging up wood props;

"Management Committee" or "Committee" means the Committee appointed as such by the Council in terms of clause 31 (1) of this Agreement;

"Medical Aid Fund" means the Fund continued in terms of clause 35;

"medical certificate" or "doctor's certificate" means a certificate in the form prescribed by the Council from time to time for that purpose and issued and signed by a dentist or medical practitioner;

"medical practitioner" means a person who is registered as a medical practitioner under the Medical, Dental and Supplementary Health Service Professions Act, 1974, and includes a general practitioner and a specialist;

"military service" means any service or duty performed or training undergone in any division of the South African Defence Force;

"operator, Grade I," means an employee engaged in any or all of the following operations:

In bricklaying and plastering:

Building of manholes excluding benching;
building walls of blocks;

in charge of building assistants, Grade I, engaged in laying, levelling and screeding concrete;

(c) so 'n lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar, dog hoogstens 25 jaar is, ongetroud is en geen gereelde besoldiging van meer as R200 per maand ontvang nie, en wat, nadat daarom aansoek gedoen is en behoudens die voorwaardes van die Bestuurskomitee, deur die Bestuurskomitee erken word as 'n afhanklike persoon vir tydperke van hoogstens 12 maande op 'n keer;

(d) so 'n lid se kind, stiefkind of wettig aangenome kind wat ouer as 18 jaar is, ongetroud is en wat weens 'n geestes- of liggaamlike gebrek of om 'n soortgelyke rede geen gereelde besoldiging van meer as R200 per maand ontvang nie en wat met die toestemming van die Bestuurskomitee en behoudens sy voorwaardes as 'n afhanklike persoon erken word;

(e) 'n ander lid van sodanige lid se familie wat geen gereelde besoldiging van meer as R200 per maand ontvang nie en wat deur die Bestuurskomitee as 'n afhanklike persoon erken word, behoudens die voorwaardes wat die Bestuurskomitee bepaal;

"drywer" 'n werknemer wat 'n meganiese voertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n meganiese voertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, alle werk wat nie in die gewone werkkure soos voorgeskryf in klousule 8 verrig kan word nie, en wat noodsaaklik is ten einde die gesondheid en veiligheid van die publiek of die beoefening van enige ander nywerheid saak of onderneming te verseker, of enige werk wat weens oorsake soos 'n brand, storm, vloed, ongeluk of gewelddaad sonder versuim verrig moet word;

"noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die gesondheid en veiligheid van die publiek of die beoefening van enige ander nywerheid, saak of onderneming te verseker;

"algemene werker" 'n werknemer wat toegelaat word om enige werk in die Nywerheid te verrig, uitgesonderd werk soos omskryf in die omskrywings 'ambagsman', 'operateur graad I' en 'operateur graad II', en wat die volgende werk slegs onder toesig kan verrig:

- (a) Hangsae bedien;
- (b) staalwapeningsmateriaal bind of met draad vasbind en sodanige materiaal sny, buig en monteer, oprig en vassit;
- (c) metaal met krag- of handmasjiene boor of pons;
- (d) hystoestelle oprig;
- (e) staal ophys en in posisie plaas;
- (f) beton lê en gelykmaak, 'n betontriller bedien en help met afvlakwerk;
- (g) asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf verf of spuit;
- (h) los en geskilferde verf van geute, rioolpype of ander oppervlakke verwyder;
- (i) nuwe gegalvaniseerde oppervlakke afwas voordat dit geveerf word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpopsmiddel gebruik word;
- (j) houtstutte opkeil;

"Bestuurskomitee" of "Komitee" 'n komitee wat as sodanig deur die Raad ingevolge klousule 31 (1) van hierdie Ooreenkoms aangestel is;

"Mediese Bystandsfonds" die Fonds wat ingevolge klousule 35 voortgesit word;

"mediese sertifikaat" of "doktersertifikaat" 'n sertifikaat in die vorm wat deur die Raad van tyd tot tyd vir daardie doel voorgeskryf word en uitgereik en onderteken is deur 'n tandarts of mediese praktisyn;

"mediese praktisyn" iemand wat as mediese praktisyn geregistreer is kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974, en omvat dit 'n algemene praktisyn en 'n spesialis;

"militêre diens" enige diens of plig wat verrig of opleiding wat ondergaan word in 'n afdeling van die Suid-Afrikaanse Weermag;

"operateur graad I" 'n werknemer wat een van of al die volgende werksaamhede verrig:

By messel- en pleisterwerk:

Mangate bou, uitgesonderd bankwerk;
mure met blokke bou;

aan die hoof staan van bou-assistente, graad I, wat beton lê, gelykmaak en afvlak;

scaffold erecting;

in charge of employees engaged in stripping shuttering;

floating up of concrete panel walls in moulds at the factory for prefabricated housing units;

jointing of brickwork;

laying of slate or brickpaving including bedding and jointing;

laying of bricks between columns and corners but not pulling up of corners;

laying of stormwater drains;

operating a rotating solid disc-type machine for screeding of cement of granolithic floors when such machine is used preparatory to further finishing by an artisan;

slushing;

spraying acoustic material on walls and ceilings;

packing on of plaster to surfaces.

In painting and glazing:

All work preparatory to the application of Kenitex or similar materials by mechanical means;

applying dry distemper;

applying filler coats;

applying first coat of P.V.A.;

applying first coats to shop primed or unpainted surfaces in painting, staining and varnishing, but excluding those operations performed by an artisan;

applying oil-bound distemper;

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

the application of lime-wash and cement wash to all surfaces;

the application of any liquid reviver to brickwork or slasto;

priming to all surfaces;

priming windows and rebates before glazing;

spraying of roof with Kenitex or similar materials;

the application of decorative bitumastic to sewerage pipes;

the application of paints to roofs, gutters and downpipes.

In joinery, woodmachining, shop, office, and bank fitting:

All types of work where the quantity of any article is so large that it can be assembled in jigs which must be made and set up by an artisan; assembling of standard pattern doors, frames, sashes and similar joinery;

clamping up or joining of boards and tops;

cramping frames, doors and tops;

cutting and trimming of wedges by hand;

drilling holes by machine;

facing framing with boards in workshop;

feeding cross-cut machines;

fixing of glazing beads and flats;

framing with corrugated fasteners;

gluing and fixing edging to shelves and flat board mass produced in workshop;

hand sanding or operating mechanical hand sanders;

mass production of cupboard work;

(a) Assembling in standard jigs;

(b) fitting bearers and plinths to cupboards in jigs;

(c) assembling cupboards in jigs;

(d) fitting hinges to cupboard doors in jigs;

(e) fitting handles and catches to cupboard in jigs;

morticing or drilling of doors for locks;

nailing backs to fittings;

nailing up drawers and trays (including bottoms) in workshop;

steiers oprig;

aan die hoof staan van werknemers wat bekisting afbreek; betonpaneelmure vir opslaanhuiseenhede in gietvorms by die fabriek afstryk;

voegstryking van baksteenwerk;

lei- of baksteenplaveisel lê, met inbegrip van bedwerk en voegstryking;

bakstene lê tussen pilare en hoeke maar nie hoeke optrek nie;

stormwaterriole lê;

'n roterende soliede skyf tipe masjien wat sement of granolitiese vloere afvlak, bedien wanneer sodanige masjien gebruik word vir voorbereidingswerk voordat 'n ambagsman die vloere verder afwerk;

flodderwerk;

akoestiek materiaal aan mure en plafonne spuit;

pleister op oppervlakke aanpak.

By verfwerk en beglasing:

Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal volgens 'n meganiese metode;

droë distemper aanbring;

stryksellae aanbring;

die eerste laag P.V.A. aanbring;

die eerste lae op oppervlakke wat in die winkel van 'n grondlaag voorsien is of wat nie gevef is nie, aanbring in verf-, beits- en verniswerk, uitgesonderd die werksaamhede wat deur 'n ambagsman verrig word;

distemper aanbring wat met olie aangemaak is;

by opknappingswerk: Afstroop, verheldering, bywerk en soortgelyke werksaamhede ter voorbereiding vir die aanbring van afwerklae deur 'n ambagsman;

witkalk en sementstryksel op alle oppervlakke aanbring;

'n vloeibare herverglanser op baksteenwerk of slasto aanbring;

grondlae aan alle oppervlakke aanbring;

grondlae aan vensters en sponnings aanbring voordat ruite ingesit word;

dakke met Kenitex of dergelike stowwe bespuit;

dekoratiewe bitumastik aan rioolpype aanbring;

verf op dakke, geute en geutpype aanbring.

By skrynwerk, houtmasjienwerk, winkel-, kantoor- en bankuitrustingswerk:

Alle tipes werk waar die getal artikels so groot is dat sodanige artikels aanmeaargesit kan word volgens setmate wat deur 'n ambagsman gemaak en opgestel moet word;

deure, rame, skuiframe en dergelike skrynwerk van standaardpatrone aanmeaarsit;

planke en blaaië vasklamp of las;

rame, deure en blaaië vasklem;

wie met die hand saag en afwerk;

gate met 'n masjien boor;

bord aan voorkante van raamwerk in werkwinkel aanbring;

dwarssaagmasjiene voer;

ruitkraallyste en- platstukke aanbring;

rame aanmeaarsit met kartelkramme;

randstukke aan rakke en platbordstukke wat in massa in werkwinkels geproduseer is, vaslym en vassit;

handskuurwerk verrig of meganiese handskuurders bedien;

massaproduksie van kaswerk—

(a) volgens standaardsetmate aanmeaarsit;

(b) drabalke en plinte volgens setmate in kaste aanbring;

(c) kaste volgens setmate aanmeaarsit;

(d) skarniere volgens setmate aan kasdeure aanbring;

(e) handvatsels en knippe volgens setmate aan kaste aanbring;

tapgate in deure maak of gate daarin boor vir slotte;

rugstukke aan toebehore vasspyker;

laaie en bakke (met inbegrip van bome) in werkwinkel vasspyker;

operating automatic press;
 operating door or sash clamps;
 operating drum and belt sanders;
 operating edge trimming machines;
 operating woodworking machine in a workshop under supervision;
 placing veneered or plain or byanide/bynalast clad panels of a chipboard or gypsum or asbestos cement manufacture in position and pressing the holding cover strips in position;
 sandpapering of counter tops and similar surfaces.

In plumbing:

Assembling and fitting of lead, copper, plastic, or other types of piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas or similar installations when assembled and fitted in workshop in mass produced units for housing;

assembling and fixing of asbestos, galvanised iron, plastic or other material gutters and downpipes, excluding downpipes in columns;
 caulking of joints to cast iron pipes, excluding lead caulking;
 fitting of sheet metal work;
 jointing, other than bitumen jointing to w.c. pans;
 operating bending and/or body forming machines;
 rivetting on site.

In carpentry:

All concrete formwork;
 morticing for locks and hinges, using jig or template, with power tools;
 the fixing, cutting and drilling of rafters, purlins, bearers, boarding, roofing felt, brandering, ceiling boards, wallplates, joists and floor boards.

In carpentry (roofing):

Fixing battens for asbestos slates, sheets and tiles in premarked position;

fixing corrugated iron and asbestos roofing to steel backing;
 fixing in position asbestos, metal or other material gutters, downpipes and accessories;

fixing in position Bix Six, Canadian pattern, fibreglass, P.V.C., plastic and aluminium sheets or sheets of any other material and accessories;

fixing waterproof sheeting;
 jointing to asbestos and metal gutters;
 roof tiling and slating;

"operator, Grade II," means an employee engaged in any or all of the following operations:

Applying solution to cement tiles on roofs, using a block brush;
 caulking of joints in drains under supervision;
 feeding material to roller-feed wood-working machine under supervision;

fixing metal windows into wood or metal surrounds;
 fixing of steel spring clips to aluminium cover strips;
 fixing of Q.C. Decking Plates;
 flame treatment under supervision;

mixing, application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials;

mixing concrete by machine under supervision;
 operating a carborundum saw for brick cutting;
 operating a dunter, excluding a hand dunter;
 operating a hoist;

operating stone polishing machinery and compressors for stone work;

operating a power driven grinding machine on metal or filing by hand;

operating an electrically driven orbital sander using sand/water paper of a grade from 400 to 120;

operating sand blasting machine under supervision;
 the application of back putty and cleaning of excess tags thereto under supervision;

the laying of blocks not bedded in mortar or mastic, where no artisan's tools are used;

the laying of jigs of blocks, bedded in mortar or mastic, where no artisan's tools are used;

"overtime" means all time worked in excess of the hours of work prescribed in clause 8;

outomatiese pers bedien;
 deur- of vensterklampe bedien;
 trommel- en bandskuurmasjiene bedien;
 randafwerkmasjiene bedien;

houtwerkmasjiene in 'n werkwinkel onder toesig bedien;

fineer- of gewone paneelwerk of paneelwerk met vyanide/Vynalast bedek, wat van spaanderbord of gips of asbesement vervaardig is, in posisie plaas en die houdekstroke in posisie druk;

blaaie van toonbanke en dergelike oppervlakke skuur.

By loodgieterswerk:

Lood-, koper-, plastiek- of ander soorte pype aanmeekaarsit en aanbring vir afval-, riool-, water- (warm of koud), sentrale verwarmings-, verkoelings-, stook-, gas- of dergelike installasies wanneer in massaproduksie-eenhede vir behuising in werkwinkels aanmeekaarsit en gemonteer;

geute en geutpype van asbes, gegalvaniseerde yster, plastiek of ander materiaal, uitgesonderd geutpype in pilare, aanmeekaarsit en vassit;

lasse in gietysterpype kalfater, uitgesonderd loodkalfaterwerk;

plaatmetaalwerk aanbring;

voegstrykwerk, uitgesonderd bitumenvoegstrykwerk aan spoellatri-nepanne, verrig;

buig- en/of fatsoeneermasjiene bedien;
 klinknaelwerk op terrein verrig.

By timmerwerk:

Alle betonvormwerk;
 met kraggereedskap tapgate vir slotte en skarniere maak volgens setmate of leipatrone;

daksparre, kaplatte, drabalke, planke, dakvilt, latwerk, plafon-planke, muurplate, balke en vloerplanke vassit, saag en gate daarin boor.

By timmerwerk (dakwerk):

Stroke vir asbesleie, -plate en -dakpanne in voorafgemerkte posisies vassit;

dakbedekking van golfyster en asbes aan staalagterwerk vassit;

geute, geutpype en toebehore van asbes, metaal of ander materiaal in posisie vassit;

plate, nl. "Big Six"-plate en plate van Kanadese patroon, van veselglas, P.V.C, plastiek en aluminium, of plate van enige ander materiaal, en toebehore in posisie vassit;

waterdigtingsplate vassit;

voegstrykwerk aan asbes- en metaalgeute verrig;

pan- en leidekwerk aan dakke verrig;

"operateur graad II," 'n werknemer wat een van of al die volgende werksaamhede verrig:

Rubberlym aan sementteëls op dakke aanbring met behulp van 'n koolborsel;

lasse in riole onder toesig kalfater;

onder toesig materiaal voer in houtwerkmasjiene met roltoevoer;

metaalvensters in hout- of metaalomrandings vassit;

staalveerklemme aan aluminiumdekstroke vassit;

Q.C.-dekplate aansit;

vlambehandeling onder toesig;

kleefstowwe meng, aanbring en sprei ter voorbereiding vir die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal;

onder toesig beton met behulp van 'n masjiene meng;

'n karborundumsaag vir steensaagwerk bedien;

'n duntermasjiene, uitgesonderd 'n handduntermasjiene, bedien;

'n hystoestel bedien;

klippoleermasjiene en kompressors vir klipwerk bedien;

'n kragaaangedrewe slypmasjiene op metaal bedien of vylwerk met die hand verrig;

'n elektriese aangedrewe baanskuurmasjiene bedien, met gebruikmaking van skuur-/waterpapier van graad 400 tot graad 120;

'n sandstralingsmasjiene onder toesig bedien;

stopverfbed aanbring en oorskietstukkie daarvan onder toesig verwyder;

blokke lê wat nie in dagha of mastik gelê word nie, sonder om die gereedskap van 'n ambagsman te gebruik;

blokke volgens setmate in dagha of mastik lê, sonder om die gereedskap van 'n ambagsman te gebruik;

"oortydwerk" alle tyd wat daar meer as die werkure in klousule 8 voorgeskryf, gewerk word;

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

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

"specialist" means a medical practitioner or dentist against whose name a speciality has been registered under the Medical Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974);

"stamp" means the official stamp issued by the Secretary of the Council in respect of each combined contribution of a member and employer paid to the Council in terms of this agreements;

"sickness" shall include diseases and incapacity due to injury;

"supervision" means working under the supervision of an artisan or operator, Grade I;

"tariff of fees" means—

(a) in relation to a service rendered by a medical practitioner, the Tariff of Fees as published by the Minister of Health in the *Government Gazette* in terms of section 1 (1) (a) of the Medical Schemes Act (Act 72 of 1967);

(b) in relation to a service rendered by a dentist, the Tariff of Fees as published by the Minister of Health in the *Government Gazette* in terms of section 1 (1) (b) of the Medical Schemes Act;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 in respect of the ordinary hours laid down in clause 7 of this Agreement: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 it means such higher amount;

"year" means from the first day of October each year to the last day of September the following year.

4. WAGES

(1) The minimum wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

Class of employee	Per hour Cents
(a) General Worker	210
(b) Driver of a mechanical vehicle with a nett carrying capacity of—	
up to and including 1 814 kg	243
over 1 814 kg and including 4 536 kg	277
over 4 536 kg	320
(c) Operator of a power crane	320
(d) Operator, Grade I	320
(e) Operator, Grade II	225
(f) Artisan	586

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

(2) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefore, work of another class for which a higher wage than that of his own class is prescribed in subclause (1), shall pay such employee the higher wage applicable to the other class of work performed, in respect of each hour or part of an hour in the aggregate so worked on any day, during which the employee was employed on such other class of work.

(3) *Payment for dangerous work.*—In addition to the wage prescribed in subclause (1), an employer shall pay his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which such employee is engaged on dangerous work.

(4) *Minors* during the probationary period allowed by the Manpower Training Act, shall be paid not less than first year apprenticeship rate of wages.

(5) *Waiting time.*—Whenever, due to slackness of trade or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wage and allowances as prescribed in the Agreement for all time spent on the job, up to the time of being instructed to stop work.

"stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word slegs op die hoeveelheid werk gedoen, of die werkproduksie, afgesien van die tyd wat aan sodanige werk bestee is;

"Sekretaris" die Sekretaris van die Raad, en omvat dit 'n beamppte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"spesialis" 'n geneesheer of tandarts teenoor wie se naam 'n spesialiteit geregistreer is kragtens die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974 (Wet 56 van 1974);

"seël" die amptelike seël wat deur die Sekretaris van die Raad uitge-reik word ten opsigte van elke gesamentlike bydrae van 'n lid en 'n werkgewer wat aan die Raad betaal word ingevolge hierdie Ooreen-koms;

"siekte" omvat ook kwale en ongeskiktheid weens besering;

"onder toesig" om te werk onder die toesig van 'n ambagsman of 'n operateur graad I;

"geldetarief"—

(a) met betrekking tot 'n diens gelewer deur 'n mediese praktisyn, die geldetarief soos gepubliseer deur die Minister van Gesondheid in die *Staatskoerant* kragtens artikel 1 (1) (a) van die Wet op Mediese Skemas (Wet 72 van 1967);

(b) met betrekking tot 'n diens gelewer deur 'n tandarts, die Gelde-tarief soos gepubliseer deur die Minister van Gesondheid in die *Staatskoerant* kragtens artikel 1 (1) (b) van die Wet op Mediese Ske-mas;

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 in die vorm van geld aan 'n werknemer betaalbaar is vir die gewone werkure in klousule 7 van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld vir sodanige ge-wone werkure 'n groter bedrag betaal as die in klousule 4 voorgeskryf, dit sodanige groter bedrag beteken;

"jaar" vanaf die eerste dag van Oktober elke jaar tot die laaste dag van September die volgende jaar.

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van onderge-noemde klasse werknemers in sy diens moet betaal, is as volg:

Klas werknemer	Per uur Sent
(a) Algemene werker	210
(b) Drywer van 'n meganiese voertuig met 'n netto dra-vermoë van—	
tot en met 1 814 kg	243
meer as 1 814 kg tot en met 4 536 kg	277
meer as 4 536 kg	320
(c) Bediener van 'n kragkraan	320
(d) Operateur graad I	320
(e) Operateur graad II	225
(f) Ambagsman	586

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreen-koms moet hy geag word tot dié klas te behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

(2) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om, of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) voorgeskryf word, moet sodanige werk-nemer dié hoër loon wat van toepassing is op die ander klas werk wat verrig is, betaal ten opsigte van elke uur of gedeelte van 'n uur wat alte-saam aldus gewerk word op 'n dag waarin die werknemer sodanige ander klas werk verrig.

(3) *Betaling vir gevaarlike werk.*—Benewens die loon voorgeskryf in subklousule (1), moet 'n werkgewer sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat sodanige werknemer gevaarlike werk doen.

(4) *Minderjariges* moet gedurende die proeftydperk wat die Wet op Mannekragopleiding toelaat, minstens die loon vir die eerste jaar van vakleerlingskap voorgeskryf, betaal word.

(5) *Wagtyd.*—Wanneer dit as gevolg van bedryfslapte of onvermydelike vertraging in verband met die aflewering van materiaal of ander oorsake buite die beheer van werkgewers, onmoontlik is om op 'n dag met die werk voort te gaan, is werkgewers slegs daarvoor aanspreeklik om hul werkne-mers volle lone en toelaes, soos voorgeskryf in hierdie Ooreenkoms, te betaal vir alle tyd wat aan die werk bestee is tot op die tydstop waarop opdrag gegee is om die werk te staak.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, other than on account of inclement weather he shall be paid an amount equal to two hours' pay as if he had in fact worked unless he had been notified by his employer on the previous working day that his services would not be required on the day in question.

(6) *Annual wage negotiations.*—The Council shall, annually, during the currency of this Agreement, negotiate wage and monetary issues affecting all employees and endeavour to have amendments to the Agreement arising therefrom promulgated to come into operation by not later than 1 October in each succeeding year. In the event of an agreement between the parties to the Council not having been reached by the end of February in any one year, following three consecutive meetings, the Secretary of the Council shall give notice to the Department of Manpower, Regional Director, Port Elizabeth within seven days of such date, of a dispute and the appointment of an arbitrator to settle the dispute.

5. LABOUR-ONLY CONTRACTS

(1) An employer who gives out work to a labour-only contractor shall, within seven days thereafter, submit to the Council the name, address and Council registration number of such labour-only contractor as well as the address of the site on which he will be employed together with the date as from which he will be so engaged, and shall also submit such particulars in respect of such labour-only contractors engaged by him during the preceding month to the Council not later than the seventh day of each and every month.

(2) Any person operating as a labour-only contractor shall, before 31 January each year, renew his registration with the Council when a current registration certificate shall be issued to him by the Council.

(3) No employer shall give out work to a labour-only contractor unless such labour-only contractor is in possession of a current registration certificate issued by the Council.

(4) All working employers, directors and/or partners operating as labour-only contractors shall comply with the provisions of the following clauses and any amendments, extensions, renewals or replacements thereof as if they were an artisan: Clauses 4, 7, 8, 10, 11, 18, 22, 23, 24, 29, 34, 35, 37, 39, 43, 45, 46 and 49.

(5) An employer who gives out work to a labour-only contractor who does not employ his own labour, shall in respect of such labour-only contractor comply with the provisions of the clauses quoted in subclause (4), and any amendments, extensions, renewals or replacements thereof as if such labour-only contractor was an artisan.

6. PAYMENT OF WAGES, OVERTIME, AND OTHER REMUNERATION

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly during work hours and not later than 16h30 on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

(2) Wages, earnings for overtime and any other remuneration due shall be handed to employees in sealed envelopes, or in any other manner approved by the Council, bearing the name of the employee, number of ordinary and overtime hours worked, any deductions which may have been made and the amount enclosed.

(3) Subject to the provisions of clauses 22 (1), 29 (1), 34 (2), 37 (1), 45 (1) and 52 (1), no deduction of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the amount which an employer is legally or in terms of an order of any competent court required or permitted to make.

7. HOURS OF WORK

(1) (a) Subject to the provisions of subclause (4) of this clause and clause 8, an employer shall not require or allow an employee to work and an employee shall not work earlier than 07h30 between 12h30 and 13h30, nor later than 17h00 on any day from Monday to Thursday inclusive, or later than 16h30 on Fridays.

(b) Notwithstanding the provisions of subclauses (1) (a) and (4) an employer may permit a general worker to commence work at 07h00 on any working day.

(2) The ordinary hours of work of an employee shall not exceed—

(a) in the case of a general worker, operators, Grade I, operators, Grade II, and a driver of a mechanical vehicle—

(i) forty-three and two-thirds hours in any week from Mondays to Fridays;

(ii) eight hours and fifty minutes in any day from Monday to Thursday, inclusive; eight hours and twenty minutes on Fridays;

Wanneer 'n werknemer hom op die gebruikelike manier op 'n werkdag op die gewone aanvangstyd vir werk aanmeld en daar geen werk vir hom is nie mits dit nie as gevolg van slegte weer is nie moet hy 'n bedrag betaal word wat gelyk is aan betaling vir twee uur asof hy inderdaad gewerk het, tensy sy werkgewer hom op die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie.

(6) *Jaarlikse loononderhandelings.*—Gedurende die geldigheid van die Ooreenkoms, moet die Raad jaarliks onderhandel oor loon- en geldsake ten opsigte van alle werknemers en poog om wysigings van die Ooreenkoms wat daaruit spruit te laat afkondig sodat dit voor of op 1 Oktober in elke daaropvolgende jaar in werking tree. Ingeval die partye by die Raad nie teen die einde van Februarie in 'n bepaalde jaar, na drie agtereenvolgende vergaderings, tot 'n vergelyk kan kom nie, moet die Sekretaris van die Raad binne sewe dae vanaf sodanige datum die Afdelingsinspekteur van Mannekrag, Oos-Londen in kennis stel van 'n dispuut en vra dat 'n arbiter aangestel word om die dispuut te besleg.

5. SLEGS-ARBEID-KONTRAKTE

(1) 'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee, moet binne sewe dae daarna aan die Raad die naam, adres en die Raad se registrasienommer van die slegs-arbeid-kontrakteur voorlê asook die adres van die terrein waarop hy sal werk, saam met die datum waarop hy aldus in diens sal wees, en hy moet ook voor of op die sewende dag van elke maand die besonderhede ten opsigte van sodanige slegs-arbeid-kontrakteurs as wat hy die vorige maand in diens geneem het aan die Raad voorlê.

(2) Iemand wat as slegs-arbeid-kontrakteur diens doen, moet voor 31 Januarie elke jaar sy registrasie by die Raad hernieu, en dan moet 'n nuwe registrasiesertifikaat deur die Raad aan hom uitgereik word.

(3) Geen werkgewer mag werk aan 'n slegs-arbeid-kontrakteur uitbestee nie tensy dié slegs-arbeid-kontrakteur in besit is van 'n geldige registrasiesertifikaat wat deur die Raad uitgereik is.

(4) Alle werkende werkgewers, direkteurs en/of vennote wat as slegs-arbeid-kontrakteurs optree, moet voldoen aan die volgende klousules en alle wysigings, verlengings, hernuings of vervangings daarvan asof hulle ambagsmanne is: Klousules 4, 7, 8, 10, 11, 18, 22, 23, 24, 29, 34, 35, 37, 39, 43, 45, 46 en 49.

(5) 'n Werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat nie sy eie arbeid emplojeer nie, moet ten opsigte van sodanige slegs-arbeid-kontrakteur voldoen aan die klousules in subklousule (4) genoem en alle wysigings, verlengings, hernuings of vervangings daarvan asof so 'n slegs-arbeid-kontrakteur 'n ambagsman is.

6. BETALING VAN LONE, OORTYD- EN ANDER BESOLDIGING

(1) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet weekliks gedurende werkure en nie later nie as 16h30 op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind, betaal word. As Vrydag 'n vakansiedag in die Bounywerheid is, moet betaling op die voorafgaande Donderdag geskied.

(2) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in verseelde koeferte, of op enige ander manier wat die Raad goedkeur, waarop die naam van die werknemer, die getal gewone en oortydure gewerk, alle bedrae wat afgetrek mag gewees het en die bedrag wat ingesluit word, gemeld word.

(3) Behoudens klousules 22 (1), 29 (1), 34 (2), 37 (1), 45 (1) en 52 (1), mag geen bedrag hoegenaamd van die bedrae wat ten opsigte van lone, oortydverdienste en/of 'n ander vorm van besoldiging aan 'n werknemer verskuldig is, afgetrek word nie, uitgesonderd die bedrag wat 'n werkgewer regtens of kragtens 'n bevel van 'n bevoegde hof moet of mag aftrek.

7. WERKURE

(1) (a) Behoudens subklousule (4) van hierdie klousule en klousule 8 mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om vroeër as 07h30, tussen 12h30 en 13h30 of later as 17h00 op enige dag van Maandag tot en met Donderdag, of later as 16h30 op Vrydae te werk nie, en mag 'n werknemer ook nie sodanige ure werk nie.

(b) Ondanks subklousules (1) (a) en (4), kan 'n werkgewer 'n algemene werker toelaat om 07h00 op 'n werkdag te begin werk.

(2) Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:

(a) In die geval van algemene werkers, operateurs graad I, operateurs graad II en drywers van meganiese voertuie—

(i) drie-en-veertig en twee derde uur in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt uur en vyftig minute op 'n dag vanaf Maandag tot en met Donderdag; agt uur en twintig minute op Vrydae;

(b) in the case of all other employees—

(i) forty-two hours in any week from Monday to Friday, inclusive;

(ii) eight and one-half hours in any day from Monday to Thursday, inclusive, and eight hours on Friday.

(3) Subject to the provisions of subclause (7), no employee shall be allowed to work more than five hours continuously without an uninterrupted interval of one hour.

(4) With the consent of the Council an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except on the condition prescribed in clause 8 of this Agreement: Provided further that, subject to the provisions of clause 8 (2) and (3) an employee employed on a shift which commences after 17h00 or ceases later than 08h00 shall be paid the wages prescribed in clause 4 plus 10 per cent.

(5) No employee shall solicit, undertake or perform any work or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry", whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on Saturdays, Sundays, Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow, or during the annual holiday period specified in clause 18, whilst in the regular employ of an employer in the Building Industry, except where the prior consent of the Council has been obtained in writing: Provided that such an employee may perform work for himself only.

(6) No work other than that specified in clause 8 (1) shall be performed on Sundays, Good Friday, Family day, Ascension Day, Republic Day or Day of the Vow, and all such work performed on such days shall be paid for at the rate prescribed in clause 8 (2) (c).

(7) Whenever an employer and at least 75 per cent of his employees so agree, and subject to the written consent of the Council, employees may be allowed a lesser period of uninterrupted interval after five hours continuous work, provided that such lesser period shall not be less than half an hour.

8. PAYMENT FOR OVERTIME

(1) An employee who is required or permitted to work any time outside the hours prescribed in clause 7 shall be paid—

(a) his hourly wage in respect of overtime up to one hour worked daily between Monday and Friday inclusive;

(b) (i) one and a third times his hourly wage in respect of each hour or part of an hour worked in excess of one hour overtime daily between Monday and 12h00 on Saturday;

(ii) one and a half times his hourly wage in respect of each hour or part of an hour worked on a Saturday between 12h00 and 18h00;

(c) double his hourly wage in respect of each hour or part of an hour worked—

(i) on Saturday after 18h00;

(ii) on Sunday and until 07h00 on Monday and on a public holiday.

(2) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any week.

(3) Subject to the written consent of the Council and to subclause (1) (b) and (c), plumbers may retain the services of one artisan and one general worker, on stand-by work for the maximum period of four hours, before noon on Saturdays.

For the purpose of this subclause "stand-by work" means the retention of an employee on duty awaiting call out on essential services and/or emergency work.

9. TERMINATION OF EMPLOYMENT

(1) Notice of termination of employment shall be required to be given in writing by an employer to an employee or by an employee to an employer.

(2) The following periods of notice shall apply:

(a) During the first six months of employment with the same employer: Not less than one working day's notice;

(b) after the first six months of employment with the same employer: Not less than five working day's notice.

(b) in die geval van alle ander werknemers—

(i) twee-en-veertig uur in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt en 'n half uur op 'n dag vanaf Maandag tot en met Donderdag, en agt uur op Vrydag.

(3) Behoudens subklousule (7), mag geen werknemer toegelaat word om meer as vyf uur aaneen sonder 'n ononderbroke pouse van een uur te werk nie.

(4) Met die toestemming van die Raad kan 'n werkgever werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof gedurende 'n tydperk van 24 uur mag werk nie, behalwe op die voorwaarde wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word: Voorts met dien verstande dat, behoudens klousule 8 (2) en (3), 'n werknemer wat 'n skof werk wat na 17h00 begin of na 08h00 ophou, die loon betaal moet word wat in klousule 4 voorgeskryf word, plus 10 persent.

(5) Geen werknemer mag buite die ure voorgeskryf in, of wat vasgestel mag word ingevolge hierdie Ooreenkoms, of op 'n Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag of gedurende die jaarlikse vakansetydperk in klousule 13 voorgeskryf, terwyl hy nog in die diens van 'n werkgever in die Bounywerheid is, enige werk aanvra, onderneem of verrig nie, of sy ambag of enige ambag of onderafdeling daarvan wat in die omskrywing van die "Bounywerheid" gemeld word, uitoefen nie, afgesien daarvan of hy daarvoor besoldig word of nie en of dit vir of namens enigiemand is of nie, tensy skriftelike toestemming vooraf van die Raad verkry is: Met dien verstande dat sodanige werknemer slegs vir homself mag werk.

(6) Geen werk, uitgesonderd die wat in klousule 8 (1) gespesifiseer word, mag op Sondag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag of Geloftedag verrig word nie, en daar moet vir al sodanige werk wat op sodanige dae verrig word, betaal word teen die loon in klousule 8 (2) (c) voorgeskryf.

(7) Wanneer 'n werkgever en minstens 75 persent van sy werknemers daartoe instem, en behoudens die skriftelike toestemming van die Raad, kan werknemers 'n korter tydperk vir die ononderbroke pouse toegelaat word na 'n aaneenlopende werktydperk van vyf uur, mits sodanige korter tydperk minstens 'n halfuur is.

8. BETALING VIR OORTYDWERK

(1) 'n Werknemer van wie vereis word of wat toegelaat word om te eniger tyd te werk buite die ure in klousule 7 voorgeskryf, moet soos volg betaal word:

(a) Sy uurloon ten opsigte van oortyd tot een uur daaglik gewerk van Maandag tot en met Vrydag;

(b) (i) een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk langer as een uur oortyd daaglik van Maandag tot 12h00, op Saterdag;

(ii) een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk tussen 12h00 en 18h00 op 'n Saterdag;

(c) dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) op Saterdag na 18h00;

(ii) op Sondag en tot 07h00 op Maandag en op 'n openbare vakansiedag.

(2) Geen werkgever mag toelaat dat sy werknemer meer as 10 uur oortyd in 'n week werk nie en geen werknemer mag aldus werk nie.

(3) Mits die skriftelike toestemming van die Raad verkry is en behoudens subklousule (1) (b) en (c), mag loodgieters die dienste van een ambagsman en een algemene werker op "gereedheidsdiens" behou vir 'n maksimum tydperk van vier uur, voor 12h00 op Saterdag.

Vir die toepassing van dié subklousule beteken "gereedheidsdiens" die retensie van die werknemer op diens wat wag om uitgeroep te word om noodsaaklike dienste of nooddienste te verrig.

9. DIENSBEÏNDIGING

(1) Kennis van diensbeëindiging moet skriftelik deur 'n werkgever aan 'n werknemer of deur 'n werknemer aan 'n werkgever gegee word.

(2) Die volgende kennisgewingstermyne is van toepassing:

(a) Gedurende die eerste ses maande diens by dieselfde werkgever: Minstens een werkdag kennis;

(b) na die eerste ses maande diens by dieselfde werkgever: Minstens vyf werkdag kennis.

(3) 'n Werkgever of 'n werknemer behou die reg om diens sonder kennisgewing om 'n regsgeldige rede te beëindig.

(3) An employer and an employee shall continue to have the right to terminate employment without notice for any cause recognised by law as sufficient. The most common grounds falling within the term "any cause recognised by law as sufficient" shall, without limiting the meaning of the term, be specified as including the following:

- (a) Under the influence of drugs or alcohol;
- (b) proven pilfering, theft or misappropriation of money, goods or property;
- (c) repeated unpunctuality or deliberate absenteeism, provided previous warnings have been given;
- (d) refusing to obey instructions or orders;
- (e) serious disrespect or insubordination;
- (f) assault or physical violence;
- (g) intimidation;
- (h) endangering the lives of himself and/or other persons by his actions;
- (i) failure to pay wages or to issue stamps when they are due;
- (j) riotous behaviour.

(4) An employer may pay an employee the remuneration which he would have earned if he had worked during the notice period, in lieu of the notice to which an employee is entitled.

(5) An employee may pay or forfeit to his employer the remuneration which he would have earned if he had worked during the notice period, in lieu of the notice to which the employer is entitled.

(6) An employee who has terminated his employment or whose employment has been terminated, will be required to continue working at the work for which he was engaged during the whole of the notice period. If he does not do so, the employer will only be required to pay for the number of hours during which he did work and will be entitled to deduct one day's remuneration in respect of each day on which the employee did not work during the notice period.

(7) If the amounts due or forfeited by an employee to his employer in terms of subclause (5) and (6) are greater than the remuneration due by the employer to that employee, and the employee either fails or declines to pay the excess amount to his employer, the employer will be entitled to request the Council to deduct that amount from the holiday pay and holiday allowance due to the employee through his stamps.

10. STORAGE AND PROVISION OF TOOLS

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops shall be insured by the employer against loss by fire. If such tools are not insured the employer shall be liable to make good any loss of such tools due to fire.

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

(3) Employers shall provide in the case of:

(a) *Asphalters*—rollers, brushes, straight-edges of 2,40 m and over, top-boots, gloves and overalls.

(b) *Carpenters*—all cramps, handscrews, glue-brushes, wrenches, crow-bars, augers and bits over 30 cm long, hammers over 1 800 gram and saws for asbestos roofing.

(c) Files for sharpening of saws used in cutting of asbestos and similar hard material.

(d) *Masons and stone-cutters*—

(i) tools for working granite or hard stone, and claws;

(ii) suitable sheds for stone-cutters, the roof of which shall not be less than 3 m high. This rule shall not apply to small jobs on building sites;

(iv) an employee to sharpen all tools.

(e) *Painters and paper hangers*—all tools except putty knives, scrapers, dusters and paperhanger's brushes and scissors.

(f) *Plasterers*—dagga boards and stands of suitable height, rollers, straight-edges of 2,40 m and over, and special granolithic tools.

(g) *Plumbers and gasfitters*—

(i) machines used in shop or on job;

(ii) stake and re-vitting bars and drills over 6 mm in size;

(iii) screwing tackle, such as stock, dies, taps and ratchets;

Sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die mees algemene gronde wat binne die uitdrukking " 'n regseldige rede " val:

(a) Onder die invloed van dwelmiddels of drank;

(b) bewese diefwery, diefstal of wederregtelike toeëiening van geld, goedere of eiendom;

(c) herhaalde gebrek aan stiptheid of opsetlike absenteïsme, mits daar vooraf gewaarsku is;

(d) weiering om opdragte of bevel uit te voer;

(e) ernstige minagting of insubordinasie;

(f) aanranding of fisiese geweld;

(g) intimidasie;

(h) sy eie lewe en/of dié van ander deur sy daad in gevaar stel;

(i) versuim om lone te betaal of seëls uit te reik wanneer dit moet geskied;

(j) oproerige optrede.

(4) 'n Werkgever kan 'n werknemer die besoldiging betaal wat hy sou verdien het as hy gedurende die kennisgewingstermyn gewerk het in plaas van die kennisgewing waarop die werkgever geregtig is.

(5) 'n Werknemer kan in plaas van die kennisgewing waarop die werkgever geregtig is, aan sy werkgever die besoldiging betaal of verbeur wat hy sou verdien het indien hy gedurende die kennisgewingstermyn gewerk het.

(6) 'n Werknemer wat sy diens beëindig het of wie se diens beëindig is, moet gedurende die hele tydperk van die kennisgewingstermyn voortgaan met die werk waarvoor hy in diens geneem is. Indien 'n werknemer versuim om dit te doen, moet die werkgever sodanige werknemer betaal slegs vir die getal ure wat hy gedurende sodanige kennisgewingstermyn gewerk het en kan hy een dag se besoldiging aftrek vir elke dag wat die werknemer nie gedurende sodanige kennisgewingstermyn gewerk het nie.

(7) Indien die bedrag wat deur 'n werknemer ooreenkomstig subklousules (5) en (6) aan sy werkgever verskuldig is of verbeur word meer is as die besoldiging wat die werkgever aan die werknemer verskuldig is en sodanige werknemer versuim of weier om die oortollige bedrag aan sy werkgever te betaal, kan die werkgever die Raad versoek om sodanige oortollige bedrag af te trek van die verlofsbesoldiging en verloftoelae wat aan die werknemer verskuldig is.

10. BEWARGING EN VERSKAFFING VAN GEREEDSKAP

(1) Die werkgever moet op elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf. Hierdie bepaling is nie op kontrakwerk van toepassing nie. Die werkgever moet alle werknemersgereedskap in werkwinkels teen verlies weens brand verseker. Indien sodanige gereedskap nie verseker is nie, is die werkgever aanspreeklik daarvoor om vir die verlies van sodanige gereedskap weens brand vergoeding te betaal.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap op die werkplek verskaf. Hierdie subklousule is nie op kontrakwerk van toepassing nie.

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

(a) *Asfaltwerkers*—rollers, kwaste, reihoute wat 2,40 m of langer is, kapstewels, handskoene en oorpakke.

(b) *Timmermanns*—alle klampe, handskroewe, lynkwaste, moersleutels, koevoete, awegare en bore wat langer as 30 cm is, alle hamers van meer as 1 800 gm en sae om asbesdakbedekking mee te saag.

(c) Vyle om sae wat gebruik word om asbes- en soortgelyke harde materiale mee te saag, skerp te maak.

(d) *Klipmesselaars en klippappers*—

(i) gereedskap om graniet of harde klip mee te bewerk, en kloue;

(ii) geskikte skure vir klippappers, en die dak van sodanige skuur moet minstens 3 m hoog wees. Hierdie reël is nie op klein werkies by bouterreine van toepassing nie;

(iii) 'n werknemer om al die gereedskap skerp te maak.

(e) *Skilders plakkers*—alle gereedskap behalwe stopverfmesse, skrapers, stoffers en plakkers se plakwaste en skêre.

(f) *Pleistersaars*—daghaplanke en staanders van geskikte hoogte, rollers, reihoute wat 2,40 m of langer is, en spesiale gereedskap vir granoliet.

(g) *Loodgieters en gasaanleërs*—

(i) masjiene wat in 'n werkwinkel of by 'n werk gebruik word;

(ii) afsteekpenne en klinkstawe en bore wat groter is as 6 mm;

(iii) draadsnygereedskap soos tokke, snymoere, snytappe en sper-
ratte;

- (iv) pipe-cutting tools and vices;
- (v) special and heavy caulking irons and fireports;
- (vi) metal pot and large ladles;
- (vii) chisels, punches and wall pins over 22,5 cm in length;
- (viii) soldering irons;
- (ix) files and hack-saw blades;
- (x) mandrels over 5 cm in diameter;
- (xi) rivet sets from No. 12 rivet and over, and grooving tools;
- (xii) sheet metal workers' mallets and heavy dressers;
- (xiii) punches over 6 mm diameter, hollow or solid;
- (xiv) wrenches and tongs over 45 cm in length.

11. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Employers and employees shall observe the following rules:

(1) *Plasterers' modelling shops.*—The filling of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), and no employee so employed shall accept wages at a lower rate.

(2) *Concrete work.*—(a) An employee employed to perform any of the following operations:

- (i) Finishing surfaces;
- (ii) supervising the erection and fixing of reinforcing;
- (iii) supervising the levelling and other concrete work;

shall be paid not less, than the remuneration prescribed for employees referred to in clause 4 (1) (f), and no employee so employed shall accept wages at a lower rate.

(b) Every employer shall employ an employee at a rate not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) (a) *Stone work.*—(i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine (and/or of a diamond and carborundum sawing machine) unless such person is in receipt of wages not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), and no employee so employed shall accept wages at a lower rate.

(ii) An employer shall not employ any person other than a qualified mason on work usually performed by masons.

(b) An employer shall pay an employee employed in fixing saw blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) and no employee shall accept wages at a lower rate.

(c) An employer shall not permit mason's bankers to be less than 1,82 m apart or dust to be blown off with exhaust or other air during working hours.

(d) An employer shall not utilise in the Industry or in the area to which this Agreement relates, grave stones or cemetery memorials or stone of any type manufactured, dressed or partly dressed, as the case may be, in any area of the Republic of South Africa in which a scale of wages for the work involved is lower than that laid down for such work in any statutory wages regulating instrument applicable to the Building Industry in that area, or, in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating operating nearest to such area.

(e) All squared stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry it must be a reasonably safe distance from the working face of the quarry.

12. SCAFFOLDING, PLANT AND SAFETY PROVISIONS

An employer and every employee shall ensure that all machinery and every part thereof is of good construction, of suitable and sound material and of adequate strength for the purpose for which it is used as provided in the Machinery and Occupational Safety Act, Act 6 of 1983.

- (iv) pypsnygereedskap en skroewe;
- (v) spesiale en swaar kalfaatysters en vuurkonkas;
- (vi) metaalpotte en groot gietlepele;
- (vii) beitels, ponse en muurpenne wat langer as 22,5 cm is;
- (viii) soldeeroute;
- (ix) vyle en ystersaaglemme;
- (x) drewels wat meer as 5 cm in deursnee is;
- (xi) klinknaelstelle van grootte No. 12 en groter, en groefgereedskap;
- (xii) plaatmetaalwerkershamers en swaar klophammers;
- (xiii) ponse wat meer as 6 mm in deursnee is, hol of platpunt;
- (xiv) moersleutels en tange wat langer as 45 cm is.

11. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet die volgende reëls nakom:

(1) *Boetseerwerkinkels van pleistersaars.*—Vorms moet gevul word onder die toereikende toesig van 'n werknemer wat minstens die besoldiging betaal word wat voorgeskryf word vir werknemers in klousule 4 (1) (f) bedoel, een geen werknemer wat aldus werk, mag laer lone aanvaar nie.

(2) *Betonwerk.*—(a) 'n Werknemer wat enigeen van die volgende werksaamhede verrig:

- (i) Oppervlakke afwerk;
- (ii) oor die oprigting en bevestiging van wapening toesig hou;
- (iii) oor die gelykmaking van beton en ander betonwerk toesig hou;

moet minstens die besoldiging betaal word wat voorgeskryf word vir werknemers in klousule 4 (1) (f) bedoel, en geen werknemer wat aldus werk, mag laer lone aanvaar nie.

(b) Elke werkgever moet 'n werknemer teen minstens die loon voorgeskryf vir werknemers in klousule 4 (1) (f) bedoel voortdurend in diens hê terwyl beton *in situ* geplaas word, en dit is die uitsluitlike plig van hierdie werknemer om toesig te hou oor andere persone wat hierdie klas werk verrig.

(3) (a) *Klipwerk.*—(i) 'n Werkgever mag niemand anders as 'n klipmesselaar as 'n bediener van 'n klipdraai- of skaafmasjiene (en/of 'n diamant- en karborundumsaagmasjiene) in diens neem nie, tensy sodanige persoon minstens die besoldiging ontvang wat voorgeskryf word vir werknemers in klousule 4 (1) (f) bedoel, en geen werknemer wat aldus werk, mag laer lone aanvaar nie.

(ii) 'n Werkgever mag niemand anders as 'n gekwalifiseerde klipmesselaar in diens neem nie vir werk wat gewoonlik deur klipmesselaars verrig word.

(b) 'n Werkgever moet 'n werknemer wat saaglemme herstel, klippe regsit om gesaag te word en/of alle klippe vir poleermasjiene vassit of waterpas maak, a loon betaal wat nie minder is as die besoldiging wat voorgeskryf word vir werknemers in klousule 4 (1) (f) bedoel nie, en geen werknemer mag laer lone aanvaar nie.

(c) 'n Werkgever mag nie toelaat dat klipwerkbanke minder as 1,82 m van mekaar af is of dat stof gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

(d) Geen werkgever mag in die Nywerheid of in die gebied waarop hierdie Ooreenkoms betrekking het, grafstene of grafgedenktekens of enige tipe klip gebruik nie wat, na gelang van die geval, vervaardig, afgewerk of gedeeltelik afgewerk is in enige gebied van die Republiek van Suid-Afrika waarin die loonskale vir die betrokke werk laer is as die wat vir sodanige werk vasgestel word in 'n statutêre loonreëlingsmaatregel wat op die Bounywerheid in daardie gebied van toepassing is, of indien sodanige maatregel in sodanige gebied ontbreek, laer is as die skaal vasgestel in enige statutêre loonreëlingsmaatregel wat die naaste aan daardie gebied van krag is.

(e) Alle haakse klip moet in die werkgever se werkplaas of op die werkplek bewerk word, maar kan by die steengroef kleiner gekap word deur slegs 'n splinterhamer te gebruik. Wanneer die werkgever se werkplaas by die steengroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

12. STEIERWERK, INSTALLASIES EN VEILIGHEIDSBEPALINGS

'n Werkgever en 'n werknemer moet verseker dat alle masjinerie en elke deel daarvan goed gebou of opgerig is, dat dit sterk genoeg is vir die doel waarvoor dit gebruik word en dat dit gemaak is van materiaal wat geskik en sonder defekte is soos bepaal in die Wet op Masjinerie en Beroepsveiligheid, Wet 6 van 1983.

13. WET WEATHER SHELTER

At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

14. REFRESHMENTS

Every employer shall provide a person for the preparation of tea for his employees in the morning, at the commencement of the lunch period, and in the afternoon. No employee may leave the position where he is working for tea in the afternoon.

The duration of the tea interval shall not exceed 15 minutes in the morning.

15. WORKING EMPLOYER OR PARTNER

Any working employer and/or partner shall, in respect of the trade at which he is working, observe the working hours prescribed in this Agreement.

16. NOTICE-BOARD

Every employer and all employers working in partnership shall, wherever operations in the Building Industry are being carried out by him or them, display in a conspicuous place accessible to the public, a notice-board of a size not less than 90 cm by 60 cm showing the name and business address of such employer or partnership.

This clause shall only apply in respect of jobs of seven days' duration and over.

17. PROHIBITION OF EMPLOYMENT OF ANY PERSONS UNDER THE AGE OF 15 YEARS

An employer shall not employ any person under the age of 15 years.

18. ANNUAL LEAVE

Unless the consent of the Council has first been obtained in writing in terms of clause 30, no employer shall require any employee to perform and no employee shall perform any work in the Industry during the holiday period, which during the currency of this Agreement shall be as follows:

- (a) From 16h30 on Thursday, 15 Desember 1988, until 07h30 on Monday, 16 Januarie 1989;
- (b) from 16h30 on Friday, 15 Desember 1989, until 07h30 on Monday, 15 Januarie 1990;
- (c) from 16h30 on Friday, 14 Desember 1990, until 07h30 on Monday, 14 Januarie 1991.

19. PAYMENT IN RESPECT OF ANNUAL LEAVE

(1) *Apprentices*.—Every employer shall pay every apprentice in his employ on the last day prior to the commencement of the holiday period referred to in clause 18 the wages such apprentice would have earned if he had continued to work for his employer during the said holiday period, plus four days' pay for and in respect of Christmas Day, New Year's Day, Day of the Vow and Republic Day.

(2) *All other employees*.—(a) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement such employee shall, subject to the provisions of clause 22, be paid in respect of annual leave the amount set out hereunder, towards the Holiday Fund:

	Per hour Cents
(i) Drivers of mechanical vehicles with a net carrying capacity of—	
up to and including 1 814 kg	29½
over 1 814 kg up to and including 4 536 kg	32½
over 4 536 kg	41
(ii) Operator of a crane	41
(iii) Operator, Grade I	41
Operator, Grade II	29½
(iv) Artisan—	
Holiday Fund allowance	72
(v) General worker	22½

(b) The amounts referred to in paragraph (a) shall be paid in respect of each hour or part of an hour worked during each week of employment: Provided that no payments shall be made in respect of overtime or hours worked on Sundays or the public holidays referred to in clause 8 (6).

(c) In the case of artisans the amount referred to in subclause (2) (a) (iv) above shall include a savings contribution of 2½ cents per hour by the employees concerned in respect of ordinary hours worked. Such contribution shall be used to increase the holiday payment to the said employees.

13. SKULING TEEN NAT WEER

Werkgewers moet op alle terreine waar daar bouwerk verrig word, geskikte akkommodasie verskaf waarin werknemers teen nat weer kan skuil.

14. VERVERSINGS

Elke werkgever moet 'n persoon beskikbaar stel om in die oggend, aan die begin van die middagetenspouse en in die middag vir sy werknemers tee te maak. Geen werknemer mag die plek waar hy werk vir tee in die middag verlaat nie.

Die teepouse mag nie langer as 15 minute in die oggend duur nie.

15. WERKENDE WERKGEWER OF VENNOOT

'n Werkende werkgever en/of vennoot moet, ten opsigte van die ambag waarin hy werksaam is, die werkure nakom wat in hierdie Ooreenkoms voorgeskryf word.

16. KENNISGEWINGBORD

Elke werkgever en alle werkgewers in 'n vennootskap moet op alle plekke waar hy of hulle bouwerk in verband met die Bounywerheid verrig, 'n kennisgewingbord van minstens 90 cm by 60 cm waarop die naam en besigheidsadres van sodanige werkgever of vennootskap gemeld word, in 'n opvallende plek waartoe die publiek toegang het, vertoon.

Hierdie klousule is net van toepassing op werk wat sewe dae en langer duur.

17. VERBOD OP INDIENSNAME VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgever mag niemand onder die ouderdom van 15 jaar in diens neem nie.

18. JAARLIKSE VERLOF

Tensy die toestemming van die Raad vooraf ingevolge klousule 30 skriftelik verkry is, mag geen werkgever van 'n werknemer vereis om gedurende ondergenoemde verloftydperk te werk nie en mag geen werknemer enige werk in die Nywerheid verrig nie gedurende die verloftydperk wat tydens die duur van hierdie Ooreenkoms soos volg moet wees:

- (a) Vanaf 16h30 op Donderdag, 15 Desember 1988, tot 07h30 op Maandag, 16 Januarie 1989;
- (b) vanaf 16h30 op Vrydag, 15 Desember 1989, tot 07h30 op Maandag, 15 Januarie 1990;
- (c) vanaf 16h30 op Vrydag, 14 Desember 1990, tot 07h30 op Maandag, 14 Januarie 1991.

19. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

(1) *Vakleerlinge*.—Elke werkgever moet aan elke vakleerling in sy diens op die laaste dag voor die aanvang van die vakansietydperk in klousule 18 bedoel, die loon betaal wat sodanige vakleerling sou verdien het indien hy gedurende bedoelde vakansietydperk vir sy werkgever sou bly werk het, plus betaling vir vier dae vir en ten opsigte van Kersdag, Nuwejaarsdag, Geloftedag en Republieksdag.

(2) *Alle ander werknemers*.—(a) Benewens enige ander besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig is, moet sodanige werknemer, behoudende klousule 22, ten opsigte van jaarlikse verlof die bedrag hieronder gemeld betaal word en sodanige bedrag moet in die Vakansiefonds gestort word:

	Per uur Sent
(i) Drywers van meganiese voertuie waarvan die netto dra-vermoë—	
tot en met 1 814 kg is	29½
meer as 1 814 kg en tot en met 4 536 kg is	32½
meer as 4 536 kg is	41
(ii) Bediener van 'n kraan	41
(iii) Operateur graad I	41
Operateur graad II	29½
(iv) Ambagsman—	
Vakansiefondstoele	72
(v) Algemene werker	22½

(b) Die bedrae in paragraaf (a) bedoel, moet betaal word ten opsigte van elke uur of gedeelte van 'n uur wat gedurende elke week diens gewerk is: Met dien verstande dat geen bedrae betaal mag word nie ten opsigte van oortydwerk of ure wat gewerk word op Sondae of die openbare vakansiedae in klousule 8 (6) bedoel.

(c) In die geval van ambagsmanne, sluit die bedrag in subklousule (2) (a) (iv) hierbo bedoel, 'n besparingsbydrae van 2½c per uur deur die betrokke werknemers in ten opsigte van gewone werkure. Sodanige bydrae moet aangewend word om die vakansiebetaling aan genoemde werknemers te verhoog.

20. PAYMENT IN RESPECT OF PUBLIC HOLIDAYS

(1) Good Friday, Family Day and Ascension Day shall be compulsory paid holidays for all employees and payment shall be made on the first pay-day following such holiday: Provided that—

(i) if an employee is absent from work on the working day immediately prior to and/or following the compulsory paid holidays referred to above, he shall not be entitled to the payment referred to in this paragraph: Provided further that this proviso shall not apply in respect of an employee who is absent from work on the instructions or at the request of his employer;

(ii) no employer shall retrench any employees immediately prior to any compulsory paid holidays referred to above, for the purpose of evading the provisions of this clause.

21. ESTABLISHMENT AND ADMINISTRATION OF HOLIDAY FUND

(1) The Fund established by Government Notice 1170 of 17 June 1949, and known as "The East London Holiday Fund for the Building Industry" (hereinafter referred to as "the fund") is hereby continued.

(2) The Fund shall consist of moneys accruing from the sale of stamps, as provided for in clause 22. All moneys received shall be deposited in a bank to the credit of the fund within two days after receipt thereof, or should a bank holiday intervene, as soon as possible thereafter.

(3) Any moneys belonging to the Fund may, in the discretion of the Council, be invested from time to time in Government securities or on fixed deposit or on call with a bank or building society or as laid down in section 21 (3) of the Act, and any interest accruing from such investments shall accrue to the general funds of the Council.

(4) Any funds accruing from the sale of Holiday Fund books supplied by the Council shall accrue to the general funds of the Council in consideration of the administration of this Fund.

(5) All withdrawals from the Holiday Fund bank account or investments shall be made by cheque, signed by the Secretary and such other person or persons as the Council may appoint.

(6) The Council may make such rules as it deems necessary relevant to the proper functioning of the Fund and the administration of the fund in so far as it is not inconsistent with the provisions of this clause.

(7) The Council shall appoint a secretary who shall be known as the secretary of the Fund, and such other staff as may be necessary for the proper administration of the Fund. The salaries of such officials and all expenses shall be paid from the general funds of the Council.

(8) A public accountant or public accountants to be appointed by the Council shall audit the accounts of the fund annually and shall not later than 30 September prepare a statement showing—

(a) all moneys received; and

(b) expenditure incurred under all headings for the 12 months ended 30 June preceding, together with a statement showing the assets and liabilities of the Fund.

True copies of these statements shall be countersigned by the Chairman of the Council and shall, together with the auditor's report thereon, be available for inspection at the Council's office. Copies of both statements, duly certified by the auditor and countersigned by the Chairman of the Council, together with the auditor's report thereon shall as soon as possible thereafter but not later than 30 September of each year be presented to the Director-General of Manpower.

(9) (a) Should this Agreement expire through effluxion of time or for any other reason, the Fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which the Fund was created.

(b) In the event of the de-registration of the Council or in the event of its ceasing to function during or after the currency of this Agreement, the Industrial Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry or the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the Council in connection with the Fund. Such committee or such trustee or trustees (who shall, if necessary, be paid for their services from the Fund) shall have the powers vested in the Council for the purpose of this clause.

20. BETALING TEN OPSIGTE VAN OPENBARE VAKANSIEDAE

(1) Goeie Vrydag, Gesinsdag en Hemelvaartsdag is verpligte vakansiedae met besoldiging vir alle werknemers, en betaling geskied op die eerste betaaldag wat volg op so 'n vakansiedag: Met dien verstande dat—

(i) indien 'n werknemer van die werk afwesig is op die werkdag wat die verpligte vakansiedae met besoldiging hierbo bedoel, onmiddellik voorafgaan of onmiddellik daarop volg, hy nie op die betaling in hierdie paragraaf bedoel geregtig is nie: Voorts met dien verstande dat hierdie voorbehoudsbepaling nie van toepassing is ten opsigte van 'n werknemer wat in opdrag of op versoek van sy werkgever van die werk afwesig is nie;

(ii) geen werkgever onmiddellik voor enige van die verpligte vakansiedae met besoldiging hierbo bedoel 'n werknemer mag afdank ten einde die bepalinge van hierdie klousule te ontduik nie.

21. STIGTING EN ADMINISTRASIE VAN VAKANSIEFONDS

(1) Die fonds wat by Goewermentskennisgewing 1170 van 17 Junie 1949 ingestel is en bekend staan as "Die Oos-Londense Vakansiefonds vir die Bounywerheid" (hieronder die "Fonds" genoem), word hierby voortgesit.

(2) Die Fonds bestaan uit geld wat ooploop uit die verkoop van seëls soos bepaal in klousule 22. Alle geld wat ontvang word, moet binne twee dae na ontvangs daarvan in die krediet van die Fonds by 'n bank gedeponeer word of indien daar 'n bankvakansiedag tussenin val, so spoedig moontlik daarna.

(3) Alle geld wat aan die Fonds behoort, kan na goeddunke van die Raad van tyd tot tyd in Staatseffekte of op vaste of onmiddellik opeisbare deposito by 'n bank of bouvereniging belê word of op die wyse in artikel 21 (3) van die Wet voorgeskryf, en rente wat uit daardie beleggings ooploop, kom die algemene fondse van die Raad toe.

(4) Alle fondse wat ooploop uit die verkoop van Vakansiefondsboekies wat deur die Raad verskaf word, kom die algemene fondse van die Raad toe as vergoeding vir die administrasie van die Fonds.

(5) Alle trekkings uit die bankrekening of beleggings van die Vakansiefonds geskied per tjek wat die Sekretaris en enige ander persoon of persone wat die Raad mag benoem, moet onderteken.

(6) Die Raad kan vir die behoorlike werking van die Fonds en die administrasie van die Fonds dié reëls wat hy nodig ag, opstel, mits dit nie met die bepalinge van hierdie klousule onbestaanbaar is nie.

(7) Die Raad moet 'n sekretaris aanstel, wat as die sekretaris van die Fonds bekend moet staan, en ook dié ander personeel wat hy vir die behoorlike administrasie van die Fonds nodig ag. Die salarisse van sodanige amptenare en alle ander uitgawes moet uit die algemene fondse van die Raad betaal word.

(8) 'n Openbare rekenmeester of openbare rekenmeesters, wat deur die Raad aangestel moet word, moet die rekenings van die Fonds jaarliks ouditeer en voor of op 30 September staat opstel wat die volgende aantoon:

(a) Alle geld wat ontvang is; en

(b) uitgawes wat gedurende die 12 maande wat op die voorafgaande 30 Junie eindig, aangegaan is, en ook 'n staat wat die Fonds se bate en laste aantoon.

Juiste kopieë van hierdie state moet deur die Voorsitter van die Raad mede-onderteken word en moet, saam met die ouditeur se verslag daaroor, by die Raad se kantoor ter insae lê. Kopieë van albei state, behoorlik gesertifiseer deur die ouditeur en mede-onderteken deur die Voorsitter van die Raad, saam met die ouditeur se verslag daaroor, moet so spoedig moontlik daarna, maar voor of op 30 September van elke jaar, aan die Direkteur-generaal van Mannekrag voorgelê word.

(9) (a) Indien hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Raad die Fonds bly administreer totdat dit gelikwedeer of deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel as hierdie Fonds gestig is.

(b) Ingeval van die deregistrasie van die Raad, of indien dit gedurende of na die geldigheidsduur van hierdie Ooreenkoms sou ophou om te funksioneer, kan die Nywerheidsregistrator 'n komitee bestaande uit 'n gelyke aantal werkgevers- en werknemersvertegenwoordigers in die Nywerheid aanstel, of kan die Nywerheidsregistrator 'n trustee of trustees aanstel om die pligte van die Raad in verband met die Fonds uit te voer. Sodanige komitee of sodanige trustee of trustees (wat, indien nodig, vir hul dienste uit die fonds betaal moet word) beskik vir die toepassing van hierdie klousule oor die bevoegdhede wat aan die Raad verleen is.

(c) Unless within 12 months of the expiration of this Agreement it is declared effective for a further period or is replaced or superseded by a new Agreement providing for the continuation or transfer of the Fund, the Fund shall be liquidated and any unexpended amount disposed of in accordance with subparagraph (d) of this subclause.

(d) Upon liquidation of the Fund, any moneys remaining to the credit of the Fund after all claims against the Fund, including administration and liquidation expenses, have been met, shall be paid into the general funds of the Council. If upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the Fund shall be distributed in terms of section 34 (4) of the Act, as if it formed part of the general funds of the Council.

22. HOLIDAY FUND

(1) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees, the amounts scheduled hereunder:

	Per week R
(a) Driver of mechanical vehicles with a net carrying capacity of—	
(i) up to and including 1 814 kg	12,39
(ii) over 1 814 kg up to and including 4 536 kg	13,65
(iii) over 4 536 kg	17,22
(b) Operator of a crane	17,22
(c) Operator, Grade I	17,22
Operator, Grade II	12,39
(d) Artisan	30,24
(e) General worker	9,45

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 17 hours: Provided further that no deduction shall be made in respect of an employee who has worked for less than 17 hours in any week.

(2) (a) The employer shall in respect of the amount so deducted by him in terms of subclause (1) issue on each pay-day to each of his employees concerned a stamp cancelled by him with his name and the date endorsed thereon, to the value of such amounts, and each employee shall affix such stamps in his contribution book which shall be retained by him.

(b) The Council may issue a combined stamp in terms of this clause and any other agreement of the Council.

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the secretary and/or treasurer of the Fund and an adequate supply thereof shall at all times be maintained by the employer: Provided that an employer may obtain a refund from the Fund of the value of any unused stamps. An application for such refund shall be made not later than six months from the date of expiration of this Agreement, and any such amount not claimed within the said period of six months shall be forfeited and shall accrue to the general funds of the Council.

(4) Application for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually.

(5) As early as possible after 30 September each year and not later than the second Friday in October, each employee shall deposit his contribution book with the Secretary of the Fund in exchange for a receipt card and the secretary shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period.

(6) The fund shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in a contribution book in terms of subclause (2) and such contribution book is deposited with the secretary of the Fund before the commencement of the holiday period: Provided that the Council may authorise the secretary of the Fund to make payment to any employee who for some good reason determined by the Council has not lodged his contribution book by such date.

(7) An employee shall not be entitled to claim payment for any stamps issued to him prior to the second Friday in November in any year, until the day immediately preceding the commencement of the holiday period. The Council, however, shall have the right to authorise such payment if, in its discretion, it is considered advisable to do so. In the case of death of the employee the amount due to him from the aforesaid Fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the Secretary of the Fund.

(c) Tensy die Ooreenkoms binne 12 maande vanaf die vervaldatum daarvan vir 'n verdere tydperk van krag verklaar of deur 'n nuwe ooreenkoms vervang word, of 'n nuwe ooreenkoms in die plek daarvan gestel word wat vir die voortsetting of oordrag van die Fonds voorsiening maak, moet die Fonds gelikwider word en moet daar oor enige onbestede bedrag ooreenkomstig subparagraaf (d) van hierdie subklousule beskik word.

(d) By likwidasië van die Fonds moet alle geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met ingebrip van administrasie- en likwidasiëkoste, vereffen is, in die algemene fondse van die Raad inbetaal word. Indien die sake van die Raad by sodanige likwidasië reeds gelikwider en sy bates verdeel is, moet die geld wat in die krediet van die Fonds oorbly ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

22. VAKANSIEFONDS

(1) Elke werkgewer moet op elke betaaldag van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, die bedrae hieronder gemeld, aftrek:

	Per week R
(a) Drywers van meganiese voertuie met 'n netto dra-vermoë van—	
(i) tot en met 1 814 kg	12,39
(ii) meer as 1 814 kg en tot en met 4 536 kg	13,65
(iii) meer as 4 536 kg	17,22
(b) Bediener van 'n kraan	17,22
(c) Operateur, graad I	17,22
Operateur, graad II	12,39
(d) Ambagsman	30,24
(e) Algemene werker	9,45

Met dien verstande dat, wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was die bedrag wat vir daardie werk afgetrek moet word, afgetrek moet word deur die werkgewer vir wie hy eerste gedurende daardie week minstens 17 uur gewerk het: Voorts met dien verstande dat geen bedrag ten opsigte van 'n werknemer wat minder as 17 uur in 'n week gewerk het, afgetrek mag word nie.

(2) (a) Die werkgewer moet ten opsigte van die bedrag wat hy aldus ingevolge subklousule (1) aftrek, elke betaaldag vir die waarde van sodanige bedrae aan elkeen van sy betrokke werknemers 'n seël uitreik wat hy gerojier het deur sy naam en die datum daarop te endosseer, en elke werknemer moet sodanige inplak in sy bydraeboek, wat hy moet hou.

(b) Die Raad kan 'n saamgestelde seël ingevolge hierdie klousule en enige ander ooreenkoms van die Raad uitreik.

(3) Die werkgewer moet die seëls in subklousule (2) bedoel van die sekretaris en/of tesourier van die Fonds koop en die werkgewer moet te alle tye 'n voldoende voorraad daarvan voorhande hou: Met dien verstande dat 'n werkgewer ten opsigte van die waarde van enige ongebruikte seëls 'n terugbetaling uit die Fonds kan verkry. Daar moet binne ses maande vanaf die vervaldatum van hierdie Ooreenkoms om sodanige terugbetaling aansoek gedoen word, en enige sodanige bedrag wat nie binne gemelde tydperk van ses maande geëis word nie, word verbeur en kom die algemene fondse van die Raad toe.

(4) Die werkgewer moet op 'n vorm wat van die Raad verkry moet word, ten opsigte van elkeen van sy betrokke werknemers jaarliks aansoek doen om 'n bydraeboekie.

(5) Elke werknemer moet so spoedig moontlik na 30 September elke jaar en voor of op die tweede Vrydag in Oktober sy bydraeboekie by die sekretaris van die Fonds inlewer in ruil vir 'n ontvangsbewys, en die sekretaris moet vasstel watter bedrag aan die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat in sy bydraeboekie geplak is, en die betrokke bedrag, uiterlik op die dag wat die begin van die vakansie-tydperk voorafgaan, betaal.

(6) Die Fonds is nie aanspreeklik vir die betaling ten opsigte van enige seëls wat ingevolge hierdie klousule aan werknemers uitgereik is nie, tensy sodanige seëls ingevolge subklousule (2) in 'n bydraeboekie ingeplak en sodanige bydraeboekie voor die begin van die vakansie-tydperk by die sekretaris van die Fonds ingedien is: Met dien verstande dat die Raad die sekretaris van die Fonds kan magtig om 'n werknemer te betaal wat om 'n grondige rede, na die goeddunke van die Raad, nie sy bydraeboekie teen sodanige datum ingedien het nie.

(7) 'n Werknemer is nie daarop geregtig om voor die dag onmiddellik voor die aanvang van die verloftydperk betaling te eis vir seëls wat voor die tweede Vrydag in November van elke jaar aan hom uitgereik is nie. Die Raad kan egter sodanige uitbetaling magtig indien dit na sy mening raadzaam is om dit te doen. Ingeval die werknemer te sterwe kom, moet die bedrag wat uit genoemde Fonds aan hom verskuldig is, per tjek aan sy boedel uitbetaal word en sodanige tjek moet ten gunste van sodanige boedel uitgemaak word wanneer sy bydraeboekie by die sekretaris van die Fonds ingedien word.

(8) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause, and no employee shall be entitled to payment from the Fund in any year of any amount in excess of 50 weekly deductions.

(10) Any unclaimed moneys standing to the credit of the Holiday Fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the general funds of the Council: Provided that where any late claims are received after the prescribed period has elapsed, payment of such claims shall be considered on their merits by the Council.

(11) *Special savings stamps.*—Provision is hereby made for the issue of special savings stamps to the value of R5.

These stamps may be purchased from the Secretary of the Council by employers on behalf of employees or by employees themselves. The purchase and redemption of such stamps shall be subject, *mutatis mutandis*, to the foregoing provisions of this clause.

Separate "savings stamp books" will be provided on request by the Council.

(12) The contribution books and stamps referred to in this clause shall be in such form as may be determined by the Council from time to time and may in the discretion of the Council be combined with any other contribution book and/or stamp prescribed by any other provision of this Agreement.

23. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the National Development Fund an amount of 15 c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) to (f).

(3) 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.

(4) The procedure prescribed in clause 22 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(5) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

24. BUILDING INDUSTRY TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industry Training Fund [inaugurated by the Building Industries Federation (South Africa)] (hereinafter referred to as the "Training Fund"), hereby authorises, for the purpose of implementing the objects of the Building Industry Training Scheme set forth in clause 4 of the Scheme in terms of the Manpower Training Act, 1981, published under Government Notice R. 1948 of 11 September 1987, or any Government Notice which provides for the continuation or substitution of the Training Scheme, the collection of contributions in accordance with the procedure stated hereunder.

(2) Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Building Industry Training Fund in terms of clause 7 (3) of the said Government Notice. The amounts collected in terms of this subclause shall from time to time be paid over to the Building Industries Federation (South Africa).

25. FIRST AID

Every employer shall provide and maintain in good order suitable first aid equipment on any premises where employees are employed by him.

26. TIME AND WAGE RECORD

(1) Employers shall keep such time and wage records as are prescribed by regulations under the Act.

(8) Die bydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat ingevolge daarvan aan 'n werknemer verskuldig is, kan gesedeer of verpand word nie.

(9) Geen vakansieseëls mag anders as ooreenkomstig hierdie klousule aan 'n werknemer uitgereik word nie en geen werknemer is in enige jaar geregtig op betaling uit die Fonds van 'n bedrag wat groter as 50 weeklikse aftrekkings is nie.

(10) Enige onopgeëiste geld wat aan die einde van elke jaar in die krediet van die Vakansiefonds staan, moet na verloop van ses maande vanaf die datum van die jaarlikse uitbetaling, na die algemene fondse van die Raad oorgeplaas word: Met dien verstande dat ingeval laat eise ontvang word nadat die voorgeskrewe tyd verstryk het, die uitbetaling van sodanige eise op hul meriete deur die Raad oorweeg moet word.

(11) *Spesiale spaarseëls.*—Voorsiening word hierby gemaak vir die uitreiking van spesiale spaarseëls met waardes van R5. Hierdie seëls kan deur werkgewers namens werknemers of deur werknemers self gekoop word by die Sekretaris van die Raad. Die koop en aflos van sodanige seëls is *mutatis mutandis* onderworpe aan voormelde bepalings van hierdie klousule.

Afsonderlike "spaaarseëlboekies" sal op versoek deur die Raad verskaf word.

(12) Die bydraeboekies en seëls in hierdie klousule bedoel moet in dié vorm wees wat die Raad van tyd tot tyd vasstel, en kan, na goeddunke van die Raad, met enige ander bydraeboekie en/of seël gekombineer word wat by enige bepaling van hierdie Ooreenkoms voorgeskryf word.

23. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Building Industries Federation (S.A.)], hierna die "Nasionale Fonds" genoem, magtig hy hierby, met die doel om die oogmerke uiteengesit in die konstitusie van genoemde Nasionale Fonds te verwesenlik, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 15 c per week ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) tot (f) voorgeskryf word, tot die Nasionale Ontwikkelingsfonds bydra.

(3) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, moet die werkgewer wat hom in daardie week die eerste vir minstens 17 uur in diens gehad het, die bedrae vir daardie week betaal.

(4) Die prosedure in klousule 22 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

24. OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Opleidingsfonds van die Bounywerheid [wat in die lewe geroep is deur die Building Industries Federation (South Africa)] (hierna die "Opleidingsfonds" genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings van die Opleidingskema vir die Bounywerheid uiteengesit in klousule 4 van die Skema kragtens die Wet op Mannekragopleiding, 1981, gepubliseer by Goewermentskennisgewing R. 1948 van 11 September 1987, of enige Goewermentskennisgewing wat voorsiening maak vir die voortsetting of vervanging van die Opleidingskema, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet die bedrag wat hy ingevolge klousule 7 (3) van Goewermentskennisgewing moet bydra, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie subklousule moet van tyd tot tyd aan die Building Industries Federation (South Africa) oorbetaal word.

25. EERSTEHULP

Elke werkgewer moet op 'n perseel waar hy werknemers in diens het geskikte eerstehulpuitrusting verskaf en in 'n goeie toestand hou.

26. TYD- EN LOONREGISTERS

(1) Werkgewers moet dié tyd- en loonregisters wat by regulasies kragtens die Wet voorgeskryf word, hou.

(2) Employers shall provide and employees shall fill in time sheets each week giving particulars of—

- (a) job for which work is being done;
- (b) class of work on which employed;
- (c) time worked on each day on each class of work; and

(d) the number of hours overtime worked each day and the time of the day such overtime was worked: Provided that where an employer keeps time books reflecting the information detailed above, the provision and completion of time sheets will not be required.

27. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of the Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

28. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificates of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

29. GENERAL FUNDS OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct 53c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (f), 39c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (c), (d) and (e), and 34c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a), and for every 53c so deducted the employer shall contribute 53c, for every 39c so deducted the employer shall contribute 39c and for every 34c so deducted the employer shall contribute 34c, and the said amounts shall be paid by the employer to the Council in accordance with the procedure prescribed in subclause (2): Provided that the amount payable by an employer in respect of this clause shall not be less than R5,00 in any week.

(2) All amounts payable in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed and their trades and occupations shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month, in respect of the previous month's dues together with the particulars referred to in subclause (3).

(3) Every employer shall, when forwarding his contributions to the Council, supply the number of artisans and the number of other employees employed by him.

(4) Where an employer did not employ any employees as specified in subclause (1) of this clause, such employer shall nevertheless submit a return on or before the seventh day of each month with the words "No Employees" written across the form, together with the minimum contribution of R5,00 per week as prescribed in subclause (1).

30. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, if he has not already done so in terms of any previous agreement of the Council, within seven days forward to the Secretary of the Council the following particulars:

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades which he is carrying on in the Industry;
- (iv) in the case of a partnership a copy of the partnership agreement and in the case of a company or a close corporation a copy of the articles of association.

(2) Werkgewers moet tydstate verskaf en werknemers moet elke week die volgende besonderhede daarop invul:

- (a) Die bepaalde taak waarvoor die arbeid verrig word;
- (b) die klas werk waarin hy werksaam is;
- (c) die tyd wat elke dag aan elke klas werk bestee is; en

(d) die getal ure elke dag oortyd gewerk en die tyd van die dag wat die oortydwerk verrig is: Met dien verstande dat indien 'n werkgever tyd-boeke hou wat die inligting weergee wat hierbo in besonderhede gemeld is, die verskaffing en invulling van tydstate nie vereis sal word nie.

27. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

28. VRYSTELLINGS

(1) Behoudens die voorbehoudbepaling van artikel 51 (3) van die Wet kan die Raad om 'n afdoende rede skriftelike vrystelling van die bepalings van hierdie Ooreenkoms aan enige persoon of persone verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens hierdie klousule verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, na goeë dunks, na skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor die toegestaan is, wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgever moet hom hou aan die gewysigde voorwaardes wat geskep word deur 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule verleen word.

29. ALGEMENE FONDSE VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 53c per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (f) voorgeskryf word, 39c per week van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (c), (d) en (e) voorgeskryf word, en 34c per week van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) voorgeskryf word, en vir elke 53c aldus afgetrek moet die werkgever 53c bydra, vir elke 39c aldus afgetrek moet die werkgever 39c bydra en vir elke 34c aldus afgetrek moet die werkgever 34c bydra, en die werkgever moet genoemde bedrae volgens die prosedure in subklousule (2) hiervan voorgeskryf aan die Raad betaal: Met dien verstande van dat die bedrag wat 'n werkgever ten opsigte van hierdie klousule moet betaal minstens R5,00 per week mag wees.

(2) Die werkgever moet alle bedrae wat ooreenkomstig subklousule (1) van hierdie klousule betaalbaar is, en ook 'n staat wat die getal werknemers in diens en hul ambagte aantoon, saam met die besonderhede in subklousule (3) van hierdie klousule bedoel, voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad stuur.

(3) Elke werkgever moet, wanneer hy sy bydraes aan die Raad stuur, die getal verstrek van dié ambagsmanne en die getal ander werknemers wat by hom werksaam is.

(4) Wanneer 'n werkgever geeneen van die werknemers in subklousule (1) van hierdie klousule gemeld, in diens gehad het nie, moet sodanige werkgever nietemin voor of op die sewende dag van elke maand 'n opgaaf met die woorde "geen werknemers" dwarsoor die vorm geskryf, saam met die minimum bydrae van R5,00 per week, soos voorgeskryf in subklousule (1), indien.

30. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Bounywerheid op die datum in inwerking-trede van hierdie Ooreenkoms moet, indien hy dit nie reeds ooreenkomstig 'n vorige ooreenkoms van die Raad gedoen het nie, binne sewe dae die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen;

(iv) waar 'n vennootskap bestaan, 'n afskrif van die vennootskaps-ooreenkoms, en waar 'n maatskappy of 'n beslote korporasie bestaan, 'n afskrif van die statute van die maatskappy of die korporasie.

(b) The particulars required under paragraph (a) shall also be furnished by all employers entering the Building Industry after the date on which the Agreement comes into operation within seven days of commencing operation.

(c) Where the employer is a partnership, company or a close corporation, information in accordance with paragraph (a) shall be furnished in respect of each partner, director, etc. The title under which the partnership, company or close corporation is operating shall be furnished.

(2) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, if he has not already done so, within seven days of such date or of the date on which such employer commences operations, as the case may be, lodge with the Council in respect of every employee an amount or a guarantee acceptable to the Council to cover the payment in respect of his employees of two weeks—

(a) wages as prescribed in this Agreement;

(b) other financial obligations for which an employer is liable in terms of this or any other Agreement of the Council:

Provided that the guarantee lodged by the employer shall be for an amount of not less than R1 000 for the 1989 stamp year, increasing by R1 000 per stamp year until a minimum of R3 000 has been reached, irrespective of the number of employees in the employment of such employer: Provided that where an employer can prove that this will cause him undue hardship, the Council shall grant such employer time to pay off such guarantee: Provided further that the Secretary of the Council shall return such guarantee to the employer concerned, after being notified of the termination of business.

(3) The Secretary of the Council shall maintain a register of all employers referred to in subclause (1).

(4) Every registered employer shall notify the Council by registered post of any change in the particulars furnished on registration within a period of one month of such change.

31. ADMINISTRATION OF THE FUNDS

(1) The Funds referred to in Clauses 35 and 44 shall be administered by a Management Committee appointed by the Council and shall consist of three representatives of the employers and three representatives of the employees who are parties to this Agreement in the case of one member being absent, the Funds shall be administered by two representatives of the employers and two representatives of the employees who are parties to this Agreement. The Chairman of the Management Committee shall be the Vice-Chairman of the Council, and in his absence those present shall elect an acting Chairman from amongst themselves.

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

(a) the Funds' benefits and the qualifications attached thereto;

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

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

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

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

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

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

(7) The members of the Management Committee, the secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the *bona fide* discharge of their duties.

(b) Alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet die besonderhede wat ingevolge paragraaf (a) vereis word, binne sewe dae vanaf die datum waarop hulle met hul werksaamhede begin, verstrek.

(c) Waar die werkgewer 'n vennootskap of 'n maatskappy of 'n beslote korporasie is, moet die inligting wat by paragraaf (a) vereis word, ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die naam waaronder die vennootskap of maatskappy of beslote korporasie sake doen, moet ook verstrek word.

(2) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet as hy dit nie alreeds gedoen het nie, binne sewe dae na sodanige datum of die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, ten opsigte van elke werknemer 'n bedrag of 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om vir twee weke die betaling ten opsigte van sy werknemers te dek van—

(a) lone soos in hierdie Ooreenkoms voorgeskryf;

(b) ander geldelike verpligtinge waarvoor die werkgewer ingevolge hierdie of enige ander ooreenkoms van die Raad aanspreeklik is:

Met dien verstande dat die waarborg deur die werkgewer verskaf vir 'n bedrag van minstens R1 000 vir die seëljaar 1989 moet wees, en dat dit vermeerder word met R1 000 per seëljaar totdat 'n minimum van R3 000 bereik is, ongeag die getal werknemers in diens van so 'n werkgewer: Met dien verstande dat waar 'n werkgewer kan bewys dat dit hom oormatige las sal veroorsaak, die Raad so 'n werkgewer tyd moet toestaan om so 'n waarborg af te betaal: Voorts met dien verstande dat die Sekretaris van die Raad sodanige waarborg aan die betrokke werkgewer moet teruggee nadat hy in kennis gestel is van die beëindiging van die besigheid.

(3) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers in subklousule (1) hiervan, bedoel.

(4) Elke geregistreerde werkgewer moet die Raad per geregistreerde pos in kennis stel van enige verandering in die besonderhede wat by registrasie verskaf is en wel binne 'n tydperk van een maand na enige sodanige verandering.

31. ADMINISTRASIE VAN DIE FONDSE

(1) Die Fondse in klousules 35 en 44 bedoel, moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel word en bestaan uit drie verteenwoordigers van die werkgewers en drie verteenwoordigers van die werknemers wat partye by hierdie Ooreenkoms is. Ingeval een lid afwesig is, moet die Fondse geadminestreer word deur twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers wat partye by hierdie Ooreenkoms is. Die Voorsitter van die Bestuurskomitee is die Ondervoorsitter van die Raad, en in sy afwesigheid moet die lede wat teenwoordig is, 'n waarnemende Voorsitter uit hul geledere verkies.

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

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

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

(c) ander sake waaroor die Raad besluit.

(3) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek, en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

(4) Die Raad moet 'n sekretaris aanstel wat as die sekretaris van die Fondse bekend staan, en dié ander personeel wat nodig is vir die behoorlike administrasie van die Fondse.

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

(6) Geskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalinge van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die Bestuurskomitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

(7) Die lede van die Bestuurskomitee, die sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die *bona fide*-uitvoering van hul pligte.

(8) All expenses incurred in connection with the administration of the Funds shall be a charge against the Funds.

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

(10) The members of the Council, and its employees, shall not be liable for any debts and liabilities of the Funds and they are hereby indemnified by the Funds against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

32. FINANCE

(1) All moneys accrued to the Funds referred to in clauses 35 and 44 shall be deposited in a banking account opened for that purpose, and all moneys received shall be deposited therein within three days of receipt.

(2) The moneys of the Funds shall subject to the provision of clause 31 (8), be applied to the payment of benefits, as prescribed in the provisions of this Agreement and to payment of any expenditure incurred with the administration of the Funds.

(3) Any moneys belonging to the Funds may in the discretion of the Council, be invested from time to time in Government securities or on fixed deposit or on call with a bank or building society or as laid down in section 21 (3) of the Act.

(4) All payments from the Funds shall be made by cheque, signed by the Chairman or any member of the Management Committee and countersigned by the Secretary, or in any other manner approved by the Management Committee.

(5) Not later than 30 September of each year, the Management Committee shall submit to the Council statements audited by a public accountant, appointed by the Council, and countersigned by the Chairman of the Management Committee showing—

(a) the income and expenditure of the Funds during the 12 months ended 30 June preceding;

(b) the assets and liabilities of the Funds at the end of the 12-month period mentioned.

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

(6) If at any time the amount to the credit of the Medical Aid Fund falls below R30 000 and in the case of the Sick Pay Fund falls below R15 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of—

(a) the Medical Aid Fund exceeds R40 000; and

(b) the Sick Pay Fund exceeds R20 000.

33. MILITARY SERVICE FUND (EAST LONDON)

(1) The Military Service Fund (East London) hereinafter referred to as the 'Military Fund', established under Government Notice R. 2230, dated 28 October 1977, is hereby continued.

(2) The Military Fund shall consist of—

(a) R20 000 transferred from forfeited Holiday Fund moneys;

(b) any other moneys which may be transferred to the Military Fund from future forfeited Holiday Fund moneys; and

(c) all interest derived from the investment of any moneys of the Military Fund.

(3) The Military Fund shall be administered by a Committee appointed by the Council and shall consist of at least one member nominated by the employers' organisation and at least one member nominated by the trade unions.

(4) The Committee shall meet monthly, bi-monthly or as often as deemed necessary.

(5) The object of the Military Fund is to give assistance to employees who are called upon to do border duty or attend camps up to a maximum of three months' duration. No payment will be made to those employees who are called upon to do their initial compulsory training in terms of the Defence Act, 1957.

(6) In order to qualify for benefits under the Military Fund, an employee shall—

(a) have earned a minimum of 16 stamps during the 12 months immediately prior to the date of his commencing military service; and

(8) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse kom ten laste van die Fondse.

(9) Die lede van die Bestuurskomitee en elke werknemer van die Fondse moet geheimhouding in verband met alle sake wat onder hul aandag kom tydens die verrigting van hul pligte in verband met die Fondse of wat voortspruit uit sake wat bespreek word, bewaar en help om dit te bewaar.

(10) Die lede van die Raad, en sy werknemers, is nie aanspreeklik vir enige skulde en verpligtings van die Fondse nie, en hulle word hierby deur die Fondse gevrywaar teen alle verliese en onkoste deur hulle aangegaan in die loop van of in verband met die *bona fide*-uitvoering van hul pligte.

32. FINANSIES

(1) Alle geld wat aan die Fondse in klousules 35 en 44 bedoel, toegeval het, moet gedeponeer word in 'n bankrekening wat vir dié doel geopen is, en alle geld ontvang, moet binne drie dae na die datum van ontvangs daarin gedeponeer word.

(2) Die geld van die Fondse moet behoudens klousule 31 (8) aangewend word vir die betaling van bystand soos in hierdie Ooreenkoms voorgeskryf, en vir die betaling van alle onkoste wat aangegaan word in verband met die administrasie van die Fondse.

(3) Alle geld wat aan die Fondse behoort, kan na goeddunke van die Raad van tyd tot tyd in Staatseffekte of op vaste of onmiddellik opeisbare deposito by 'n bank of bouvereniging belê word of op die wyse in artikel 21 (3) van die Wet voorgeskryf, en enige rente wat uit daardie beleggings oploop, kom die algemene fondse van die Raad toe.

(4) Alle betalings uit die Fondse moet geskied per tjek wat onderteken moet word deur die Voorsitter of 'n lid van die Bestuurskomitee en mede-onderteken moet word deur die Sekretaris, of op enige ander wyse wat die Bestuurskomitee goedkeur.

(5) Die Bestuurskomitee moet voor of op 30 September in elke jaar aan die Raad state voorlê wat geouditeer is deur 'n openbare rekenmeester wat deur die Raad aangestel is, en mede-onderteken is deur die Voorsitter van die Bestuurskomitee en waarop aangedui word—

(a) die inkomste en uitgawe van die Fondse gedurende die 12 maande geëindig die vorige 30 Junie;

(b) die bates en laste van die Fondse aan die einde van genoemde tydperk van 12 maande.

Die gesertifiseerde rekenings en state en die ouditeursverslag daarvoor moet daarna op die kantoor van die Raad ter insae lê, en afskrifte daarvan moet binne drie maande na die einde van die tydperk wat daardeur gedek word aan die Direkteur-generaal van Mannekrag gestuur word.

(6) Indien die bedrag in die krediet van die Mediese Bystandsfonds te eniger tyd onder R30 000 en in die geval van die Siektebystandsfonds onder R15 000 daal, moet die betaling van bystand gestaak word en nie hervat word nie voordat die bedrag in die krediet van—

(a) die Mediese Bystandsfonds meer as R40 000 is; en

(b) die Siektebystandsfonds meer as R20 000 is.

33. MILITÊREDIENSFONDS (OOS-LONDEN)

(1) Die Militêrediensfonds (Oos-Londen), hierna die 'Militêre Fonds' genoem, ingestel by Goewermentskennisgewing R. 2230 van 28 Oktober 1977, word hierby voortgesit.

(2) Die Militêre Fonds bestaan uit—

(a) R20 000 oorgedra uit verbeurde Vakansiefondsgeld;

(b) alle ander geld wat aan die Militêre Fonds oorgedra word uit Vakansiefondsgeld wat in die toekoms verbeur word; en

(c) alle rente verkry uit die belegging van enige geld van die Militêre Fonds.

(3) Die Militêre Fonds word geadminestreer deur 'n Komitee wat deur die Raad aangestel word en bestaan uit minstens een lid deur die werke-wersorganisasie benoem en minstens een lid deur die vakverenigings benoem.

(4) Die Komitee moet maandeliks, halfmaandeliks of so dikwels as wat nodig geag word, vergader.

(5) Die oogmerk met die Militêre Fonds is om hulp te verleen aan werknemers wat opgeroep word vir grensdiens of om kampe by te woon vir hoogstens drie maande. Werknemers wat opgeroep word vir hul aanvanklike verpligte opleiding kragtens die Verdedigingswet, 1957, sal geen betaling ontvang nie.

(6) Ten einde in aanmerking te kom vir bystand ooreenkomstig die Militêre Fonds, moet 'n werknemer—

(a) minstens 16 seëls verdien het gedurende die 12 maande onmiddellik voor die aanvangsdatum van sy militêre diens; en

(b) provide such documentary proof of his military service as the Committee may require.

(7) The provisions of subclause (6) (a) shall not apply in the case of apprentices.

(8) All expenses incurred in connection with the administration of the Military Fund shall be charged to it.

(9) The members of the Committee appointed in terms of subclause (3) shall not be liable for the debts and liabilities of the Military Fund and they are hereby indemnified by the Military Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(10) If at any time the amount standing to the credit of the Military Fund falls below R2 000 payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R5 000.

(11) Upon the expiration of this Agreement or dissolution of the Council or the discontinuation of the Military Fund, the moneys standing to its credit shall be transferred to such other fund or funds as the Council may decide, and should the Council fail to come to such decision for any reason whatsoever, such moneys shall accrue to the general funds of the Council.

34. PENSION FUND

(1) (a) The Pension Fund hereinafter referred to as the "Fund" established under Government Notice R. 1697, dated 22 September 1972, is hereby continued.

(b) The Council having negotiated a satisfactory pension and life assurance scheme with the Federated Insurance Company Limited hereby authorises, for the purpose of implementing the objects of this clause, the payment of contributions in accordance with the procedure detailed hereunder.

(c) Copies of all documents containing detailed information of the Pension and Life Assurance Scheme and any amendments thereto, shall be lodged with the Director-General of Manpower.

(d) No members who leaves the Industry may claim a refund of his contribution to the Pension Fund within a period of five years from the date on which he leaves the Industry.

(2) *Contributions.*—(a) In accordance with the procedure laid down in paragraphs (b) to (k), every artisan, foreman and general foreman shall contribute to the Fund an amount of 46½ cents per hour, making a total of R19,53 per week. Every employer to whom this Agreement applies shall add to the employee's contribution an amount of 46½ cents per hour, making a total of R19,53 per week, thus making a total of R39,06 per week. The total contributions shall be paid by him weekly to the Secretary.

(b) No payment or deduction shall be made in terms of paragraph (a) hereof by an employer in respect of an employee who works less than eight hours for him in any week.

(c) Where an employee is employed by two or more employers during the same week, the deduction and contribution in terms of paragraph (a) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(d) Every employer shall in respect of each amount so deducted by him in terms of paragraph (a), issue on each pay-day to each of his employees to whom this Agreement applies, a stamp or other voucher to the value of such amount or which includes such amount.

(e) Every employee shall immediately affix such stamp or voucher in his contribution book which shall be retained by him.

(f) Every employee shall immediately after 30 September and not later than the second Friday in October in each and every year, hand his contribution book in to the Secretary who shall issue a receipt therefor.

(g) No contribution book shall contain more than 50 stamps or vouchers, and should more be affixed therein the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council. Stamps or vouchers are not transferable, neither are contribution books.

(h) The contribution of the employee shall not be refundable to the employee once the stamp has been issued to him.

(i) The stamps or vouchers referred to in paragraph (d) of this clause shall be purchased by employers from the Secretary and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Fund of the value of any unused stamps or vouchers. An application for such refund shall be made to the Fund not later than 30 days after 30 September in each year or the expiration of this Agreement.

(b) sodanige dokumentêre bewys van sy militêre diens voorlê as wat die Komitee vereis.

(7) Subklousule (6) (a) is nie in die geval van vakleerlinge van toepassing nie.

(8) Alle uitgawes aangegaan in verband met die administrasie van die Militêre Fonds kom ten laste van die Fonds.

(9) Die lede van die Komitee wat ooreenkomstig subklousule (3) aangesel word, is nie aanspreeklik vir die skulde en laste van die Militêre Fonds nie en hulle word hierby deur die Militêre Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in verband met die *bona fide*-uitvoering van hul pligte.

(10) Indien die bedrag in die krediet van die Militêre Fonds te eniger tyd benede R2 000 daal, moet uitbetaling gestaak word en nie hervat word nie totdat die bedrag in die krediet van die Militêre Fonds op meer as R5 000 te staan kom.

(11) By verstryking van hierdie Ooreenkoms of die ontbinding van die Raad of by die staking van die Militêre Fonds, moet die geld in die krediet van die Fonds oorgeplaas word na sodanige ander fonds of fondse as waartoe die Raad besluit, en indien die Raad om enige rede hoegenaamd versuim om sodanige besluit te neem, moet sodanige geld aan die algemene fondse van die Raad toeval.

34. PENSIENFONDS

(1) (a) Die Pensioenfondse, hierna die "Fonds" genoem, ingestel by Goewermentskennisgewing R. 1697 van 22 September 1972, word hierby voortgesit.

(b) Aangesien die Raad 'n bevredigende pensioen- en lewensversekeringskema met die Federated Insurance Company Limited beding het, word die betaling van bydraes ooreenkomstig die prosedure hieronder uiteengesit om die doelstellings van hierdie klousule te implementeer, hierby gemagtig.

(c) Kopieë van alle dokumente wat gedetailleerde inligting bevat van die Pensioen- en Lewensversekeringskema en alle wysigings daarvan, moet by die Direkteur-generaal van Mannekrag ingedien word.

(d) Geen lid wat die Nywerheid verlaat, mag binne 'n tydperk van vyf jaar vanaf die datum waarop hy die Nywerheid verlaat 'n terugbetaling van sy bydraes tot die Pensioenfondse eis nie.

(2) *Bydraes.*—(a) Ooreenkomstig die prosedure wat in paragrafe (b) tot (k) voorgeskryf is, moet elke ambagsman, voorman en algemene voorman 'n bedrag van 46½ sent per uur, wat 'n totaal van R19,53 per week is, tot die Fonds bydra. Elke werkgever op wie hierdie Ooreenkoms van toepassing is, moet 'n bedrag van 46½ sent per uur by die werknemer se bedrag byvoeg, wat 'n totaal van R19,53 per week is, om sodoende 'n totaal van R39,06 per week te maak. Die totale bydraes moet weekliks deur hom aan die Sekretaris betaal word.

(b) 'n Werkgever moet geen bedrag ingevolge paragraaf (b) hiervan betaal of aftrek ten opsigte van 'n werknemer wat minder as agt uur in 'n week vir hom werk nie.

(c) Waar 'n werknemer gedurende dieselfde week deur twee of meer werkgevers in diens geneem word, moet die werkgever wat hom eerste vir minstens agt uur gedurende daardie week in diens geneem het die bedrag en die bydrae ingevolge paragraaf (a) aftrek en betaal.

(d) Elke werkgever moet ten opsigte van elke bedrag wat hy aldus ingevolge paragraaf (a) aftrek, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n seël of ander bewys uitreik ter waarde van sodanige bedrag of wat sodanige bedrag insluit.

(e) Elke werknemer moet onmiddellik sodanige seël of bewys inplak in sy bydraeboek, wat hy moet hou.

(f) Elke werknemer moet onmiddellik na 30 September en nie later nie as die tweede Vrydag in Oktober elke jaar sy bydraeboek indien by die Sekretaris, wat 'n kwitansie daarvoor moet uitreik.

(g) Geen bydraeboek mag meer as 50 seëls of bewyse bevat nie en indien daar meer ingeplak is, moet die wat oortollig is deur die Sekretaris gekonfiskeer word en die waarde daarvan vir die algemene fondse van die Raad aangewend word. Seëls en bewyse en ook bydraeboeke is nie oordraagbaar nie.

(h) Die bydrae van die werknemer is nie aan die werknemer terugbetaalbaar as die seël eers aan hom uitgereik is nie.

(i) Die seëls of bewyse in paragraaf (d) van hierdie klousule bedoel, moet deur die werkgevers van die Sekretaris gekoop word en elke werkgever moet te alle tye 'n toereikende voorraad daarvan voorhande hou: Met dien verstande dat 'n werkgever die waarde van alle ongebruikte seëls of bewyse van die Fonds kan terugeis. Aansoek om sodanige terugbetaling moet die Fonds nie later nie as 30 dae na 30 September in elke jaar of na die verstryking van hierdie Ooreenkoms bereik.

(j) An application for the contribution book shall be made by the employee on a form to be obtained from the Secretary.

(k) The Council may in its discretion combine the stamp or voucher and contribution book referred to in this clause with any other stamps, vouchers or contribution books which it may from time to time decide to introduce.

(l) The contributions collected by the Council in terms of this clause shall be paid to the Federated Employers' Insurance Company Limited: Provided that the Council may retain 2½ per cent of the contributions collected as administrative expenses, which amount shall be paid into the general funds of the Council.

35. MEDICAL AID FUND

(1) There is hereby continued a medical aid fund known as the East London Building Industry Medical Aid Fund (hereinafter referred to as the "Fund") for the purpose of providing the benefits specified in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid by employers and members into the Fund in terms of clause 37 of this Agreement;

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

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

36. OBJECTS OF THE MEDICAL AID FUND

The objects of the Medical Aid Fund are—

(a) to raise a fund by contributions, donations or otherwise and thereby to make provision to grant assistance to members in defraying expenditure incurred by them or their dependants in connection with medical, para-medical, nursing, surgical or dental services, or the supply of medicines or of medical, surgical, dental or optical requirements or appliances or of accommodation in hospitals or nursing homes;

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

(c) without in any way detracting from or interfering with a members' free choice of service, to contract or negotiate a preferential tariff—

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

(ii) with any other person, body, institution or authority, in respect of medical services, as may be specified in this Agreement or the rules of the Fund;

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

37. CONTRIBUTIONS TO THE MEDICAL AID FUND

(1) In accordance with the procedure laid down in subclauses (3) to (14), and save as provided in clause 38 (1), every member shall contribute to the Fund, an amount of 22½ cents per hour, making a weekly contribution of R9,45, which amounts shall be deducted by his employer from his weekly wages, and every employer to whom this Agreement applies shall add to the member's contribution an amount of 22½ cents per hour, making a weekly contribution of R9,45, thus making a total weekly contribution to the Fund of R18,90.

(2) Every employer to whom this Agreement applies shall pay to the Secretary an amount of R18,90 each week in respect of each member in his employ.

(3) The Secretary shall issue to every employer to whom the provisions of the Main Agreement apply, a stamp for each amount paid to him in terms of subclause (2), and every such employer shall issue on each Friday to each member a stamp cancelled by him, bearing the employer's name, the date of issue and the name of the member.

(4) An adequate reserve of stamps shall, at all times, be maintained by an employer referred to in subclause (3): Provided that such employer may obtain a refund from the Fund of the value of unused stamps. An application for such refund shall be made to the Fund not later than 30 days after 30 September in each year or the expiration of this Agreement.

(5) No payment or deduction shall be made in terms of subclauses (1) and (2) hereof by an employer in respect of a member who works less than 17 hours for him in any week.

(j) Aansoek om 'n bydraeboek moet deur die werknemer gedoen word op 'n vorm wat van die Sekretaris verkrygbaar is.

(k) Die Raad kan na goeddunke die seël of bewys en bydraeboek in hierdie klousule bedoel, kombineer met enige ander seëls, bewyse of bydraeboeke wat hy van tyd tot tyd besluit om in te stel.

(l) Die bydraes wat die Raad ingevolge hierdie klousule invorder, moet aan die Federated Employers' Insurance Company Limited betaal word: Met dien verstande dat die Raad 2½ persent van die bydraes wat ingevorder is, as administratiewe uitgawes mag behou, en dié bedrag moet in die algemene fondse van die Raad inbetaal word.

35. MEDIESE BYSTANDSFONDS

(1) 'n Mediese bystandsfonds wat bekend staan as die Mediese Bystandsfonds van die Bounywerheid, Oos-Londen, (hierna die "Fonds" genoem), word hierby voortgesit ten einde die bystand te verskaf wat in hierdie Ooreenkoms uiteengesit word.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge klousule 37 van hierdie Ooreenkoms deur werkgewers en lede in die Fonds gestort word;

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

(c) alle ander geld waarop die Fonds geregtig word.

36. DOELSTELLINGS VAN DIE MEDIESE BYSTANDSFONDS

Die doelstellings van die Mediese Bystandsfonds is—

(a) om deur middel van bydraes, skenkings of andersins 'n fonds op te bou en sodoende daarvoor voorsiening te maak om bystand aan lede te verleen ter bestryding van onkoste wat deur hulle of hul afhanklikes aangegaan word in verband met mediese, paramediese, verplegings-, chirurgiese of tandheelkundige dienste, of die verskaffing van medisyne of van mediese, chirurgiese, tandheelkundige of oogkundige benodigdhede of hulpmiddels of opname in hospitale of verpleeginrigtings;

(b) om dié maatreëls te tref en dié dinge te doen wat die Raad noodsaaklik ag vir die voorkoming van siekte en ongelukke en vir die verbetering en bevordering van gesondheid van lede, afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;

(c) om, sonder om enigsin afbreuk te doen aan of in te meng met 'n lid se vrye keuse van diens, kontrakte aan te gaan of om 'n voorkeurtarif te beding—

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

(ii) met enige ander persoon, liggaam, inrigting of owerheid ten opsigte van mediese dienste soos in hierdie Ooreenkoms of die reëls van die Fonds bepaal word;

(d) om al die dinge te doen wat noodsaaklik of bevorderlik is vir die welsyn van lede en hul afhanklikes of daarmee verband hou, en ter verwesenliking van bogenoemde doelstellings.

37. BYDRAES TOT DIE MEDIESE BYSTANDSFONDS

(1) Ooreenkomstig die prosedure in subklousules (3) tot en met (14) voorgeskryf, en behoudens klousule 38 (1) moet elke lid 'n bedrag van 22½ sent per uur, wat 'n totale bydrae van R9,45 per week uitmaak, aan die Fonds betaal, wat deur sy werkgever van sy werkloon afgetrek moet word, en elke werkgever op wie hierdie Ooreenkoms van toepassing is, moet by die lid se bydrae 'n bedrag van 22½ sent per uur byvoeg, wat 'n weeklikse bedrag van R9,45 uitmaak, sodat die totale weeklikse bydrae tot die Fonds R18,90 bedra.

(2) Elke werkgever op wie hierdie Ooreenkoms van toepassing is, moet elke week ten opsigte van elke lid in sy diens 'n bedrag van R18,90 aan die Sekretaris betaal.

(3) Die Sekretaris moet aan elke werkgever op wie die Hofooreenkoms van toepassing is 'n seël uitreik vir elke bedrag wat ingevolge subklousule (2) aan hom betaal is en elke sodanige werkgever moet elke Vrydag aan elke lid 'n seël uitreik wat deur hom gerojee is met die werkgever se naam, datum van uitreiking en die naam van die lid.

(4) 'n Werkgever in subklousule (3) bedoel, moet altyd 'n toereikende reserwevoorraad seëls aanhou. Met dien verstande dat so 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls van die Fonds kan kry. Aansoek om so 'n terugbetaling moet by die Fonds gedoen word nie later nie as 30 dae na 30 September van elke jaar of nadat hierdie Ooreenkoms vervel het.

(5) Geen betaling of aftrekking ingevolge subklousules (1) en (2) hiervan moet deur 'n werkgever gedoen word ten opsigte van 'n lid wat in 'n bepaalde week minder as 17 uur vir hom werk nie.

(6) Where a member is employed by two or more employers during the same week, the deduction and contribution in terms of subclauses (1) and (2) for that week, shall be made by the employer by whom he was first employed during that week for not less than 17 hours: Provided that no deduction shall be made in respect of an employee who has worked less than 17 hours in any week.

(7) Every member shall immediately affix such stamp in his contribution card, on the space in such contribution card on which appears a similar date as that on which the stamp is issued. Such contribution card shall be retained by the member.

(8) Every member shall as early as possible after 30 September in any year, but not later than the second Friday in October of each year, hand his contribution card in to the Secretary who shall issue a receipt therefor.

(9) No contribution card shall contain more than 50 stamps and, should more be affixed therein, the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council.

(10) The contributions of the employer or the member shall not be refundable to the employer or member, once the stamp has been issued to a member, or once the amount has been paid over the Secretary, except in the case of refunds to employers where stamps have been obtained in excess of requirements, as provided in subclause (4).

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

(12) An application for a contribution card shall be made by every member within 21 days of his accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding, shall ensure that such member is in possession of a contribution card within 21 days of the date of commencement of his employment.

(13) The Council may, in its discretion, combine the stamp and contribution card referred to in this clause, with any other stamps or contribution card which it may, or has, introduced from time to time.

(14) A member who, whether by reason of the fact that he is unemployed or is employed in an area outside the area to which this Agreement applies, does not make contributions in terms of this clause may, if he desires to remain eligible for benefits, pay to the Council the sum of R18,90 per week. The Council shall issue each such member with a stamp in respect of each such payment, and the said member shall fix the said stamp in his contribution card on the space in such contribution card on which appears a similar date as that on which the stamp is issued.

38. MEMBERSHIP OF THE MEDICAL AID FUND

(1) (a) subject to the provisions of subclause (2), membership of the Fund shall be compulsory for all artisans for whom wages are prescribed in clause 4 (1) (f).

(b) The following persons may, at the discretion of the Management Committee be admitted to membership of the Fund, and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted:

- (i) An employee of the Industrial Council; or
- (ii) an employee of a trade union which is a party to the Council; or
- (iii) a person who is a member of the Building Industries Association (East Cape); or
- (iv) a person who is directly engaged or employed in a clerical or administrative capacity in the Industry by a member of the Building Industries Association (East Cape);

Provided, however, that the Management Committee shall fix the contributions payable by such a person and that such a person shall be required to contribute not less than the combined contribution of members and employers as prescribed in clause 37: Provided further that a dependant of a member of another medical scheme shall not be eligible for membership.

(c) Subject to the provisions of paragraph (b) a pensioner may be admitted to membership of the Fund: Provided that within one month after the date of his retirement or within such further period as the Committee may allow, he has given notice in writing to the Secretary that he wishes to continue to be a member.

(d) Subject to the provisions of paragraph (b), a widow may be admitted to membership, provided the application for membership is made within two months after the date of death of the deceased member, or within such further period as the Committee may allow.

(6) Indien 'n lid gedurende dieselfde week by twee of meer werkgewers in diens is, moet die aftrekking en bydrae ingevolge subklousules (1) en (2) vir daardie twee gedoen word deur die eerste werkgever by wie hy gedurende daardie week minstens 17 uur in diens was: Met dien verstande dat geen aftrekking gedoen word ten opsigte van 'n werknemer wat minder as 17 uur in 'n week gewerk het nie.

(7) Elke lid moet die betrokke seël onmiddellik op sy bydraekaart plak, en wel op die plek op voormelde bydraekaart waarop dieselfde datum voorkom as dié waarop die seël uitgereik word. Hierdie bydraekaart moet deur die lid bewaar word.

(8) Elke lid moet so spoedig doenlik na 30 September in elke jaar, dog voor of op die tweede Vrydag in Oktober van elke jaar, sy bydraekaart inlewer by die Sekretaris wat 'n kwitansie daarvoor moet uitreik.

(9) Geen bydraekaart mag meer as 50 seëls bevat nie, en indien daar meer daarop geplak is, moet die oortollige seëls deur die Sekretaris gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

(10) Die bydraes van die werkgever of die lid is nie aan die werkgever of die lid terugbetaalbaar nadat die seëls eenmaal aan 'n lid uitgereik is of nadat die bedrag alreeds aan die Sekretaris oorbetal is nie, behalwe in die geval van terugbetalings aan werkgewers wat meer seëls aangekoop het as wat hulle nodig gehad het, soos in subklousule (4) bepaal.

(11) Die bydraekaarte en seëls wat aan lede uitgereik word, is nie oordraagbaar nie en geen lid mag sodanige seëls of bydraekaarte verpand, seëls, verkoop of weggee nie. Seëls in enigiemand se besit wat op 'n ander wyse verkry is as in hierdie Ooreenkoms bepaal, word aan die algemene fondse van die Raad verbeur.

(12) Elke lid moet binne 21 dae nadat hy in die Nywerheid diens aanvaar het aansoek doen om 'n bydraekaart, en elke werkgever vir wie hierdie Ooreenkoms bindend is, moet sorg dat sodanige lid in besit van 'n bydraekaart is, en wel binne 21 dae vanaf die datum waarop hy diens aanvaar het.

(13) Die Raad kan na goeddunke die seël en bydraekaart in hierdie klousule bedoel, kombineer met ander seëls of bydraekaarte wat hy van tyd tot tyd mag invoer of ingevoer het.

(14) 'n Lid wat, hetsy omdat hy werkloos is of werksaam is in 'n gebied buite die gebied waarin hierdie Ooreenkoms geld, geen bydraes ingevolge hierdie klousule betaal nie kan, indien hy vir bystand wil kwalifiseer, R18,90 per week aan die Raad betaal. Die Raad moet aan elke sodanige lid 'n seël uitreik ten opsigte van elke sodanige betaling, en die betrokke lid moet die seël op sy bydraekaart plak, en wel op die plek op sodanige bydraekaart waarop dieselfde datum voorkom as dié waarop die seël uitgereik is.

38. LIDMAATSKAP VAN DIE MEDIESE BYSTANDSFONDS

(1) (a) Behoudens subklousule (2), is lidmaatskap van die Fonds verpligend vir alle ambagsmanne vir wie lone in klousule (4) (1) (f) voorgeskryf is.

(b) Ondergemelde persone kan na goeddunke van die Bestuurskomitee, tot lidmaatskap van die Fonds toegelaat word en hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enigiemand wat aldus toegelaat word:

- (i) 'n Werknemer van die Nywerheidsraad; of
- (ii) 'n werknemer van 'n vakvereniging wat 'n party by die Raad is; of
- (iii) iemand wat lid is van die Building Industries Association (East Cape); of
- (iv) iemand wat deur 'n lid van die Building Industries Association (East Cape) regstreeks in 'n klerklike of administratiewe hoedanigheid in die Nywerheid in diens geneem is of geëmplojeer word:

Met dien verstande egter dat die Bestuurskomitee die bydrae moet vasstel wat sodanige persoon moet betaal en dat sodanige persoon minstens die gekombineerde bydrae van lede en werkgewers moet bydra wat in klousule 37 voorgeskryf word: Voorts met dien verstande dat 'n afhanklike van 'n lid van 'n ander mediese skema nie vir lidmaatskap in aanmerking kom nie.

(c) Behoudens paragraaf (b), kan 'n pensioentrekker weer tot lidmaatskap van die Fonds toegelaat word: Met dien verstande dat hy binne een maand na sy uittreding of binne 'n verdere periode soos deur die Komitee toegelaat, die Sekretaris skriftelik in kennis gestel het dat hy nog lid van die Fonds wil bly.

(d) Behoudens paragraaf (b), kan 'n weduwee tot lidmaatskap toegelaat word, mits die aansoek om lidmaatskap gedoen word binne twee maande na die datum waarop die gestorwe lid oorlede is of binne 'n verdere periode soos deur die Komitee toegelaat.

(2) Every employee for whom membership of the Fund is compulsory in terms of subclause (1) hereof, shall complete an application form obtainable from the Secretary and lodge such completed form with that official within one month of the date on which—

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

(b) he enters or re-enters or becomes employed in the Building Industry.

(3) The Secretary shall issue to each member a card showing the membership number, the name of the member the names of his dependants and the amount of credit due to each such member in terms of clause 39 and the rules of the Fund.

(4) Whenever a member—or his dependants—requires medical attention such member shall produce his membership card to the person or institution providing the required treatment.

(5) No membership card shall be valid if it bears any alterations, erasures or tampering, or if such card is mutilated and/or illegible, when then provisions of clause 42 (2) of this Agreement shall *mutatis mutandis* apply.

39. BENEFITS OF THE MEDICAL AID FUND

Subject to the provisions of this Agreement and the rules of the Fund, every member shall be eligible for the following benefits in respect of medical, para-medical, dental or nursing services or requirements or accommodation in hospitals or nursing homes:

(a) In the case of a single member, payment of expenses not exceeding an amount of R2 000,00 in the aggregate in any year;

(b) in the case of a member with one or more dependants, an amount not exceeding R3 000,00 in the aggregate in any year.

40. PAYMENT OF ACCOUNTS OF THE MEDICAL AID FUND

(1) (a) (i) Subject to the provisions of subparagraphs (ii) and (iii), approved accounts, excluding those in respect of amounts for prescribed medicines referred to in the rules of the Fund, shall be paid in full by the Fund, and direct to the person or institution rendering the service, when payment is made in terms of the Tariff of Fees or a Preferential Tariff.

(ii) Payment shall be made direct to a member when fees have not been charged in terms of the Tariff of Fees or a Preferential Tariff.

(iii) Payment shall not be made direct to a medical practitioner or dentist whose account is not certified as being in accordance with the scale of fees, irrespective of whether the fees raised by such medical practitioner or dentist are higher or lower than, or are rendered at the tariff is specified in, the Tariff of Fees.

(iv) The Fund shall recover from the member concerned that portion due by him. The portion payable by the member in terms of the rules of the Fund shall be paid by him to the Fund at the time when the claim for benefits is lodged by him in terms of clause 43. The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

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

(c) The Fund shall not be liable for the payment of any further claims by a member who has failed to arrange for the liquidation of any debt due by him under paragraph (a) or (b) hereof, in respect of any claim previously paid by the Fund.

(2) In the event of a member who fails to liquidate the debt referred to in subclause (1) and in the manner set out in subclause (1), the amount may be recovered from such member by means of a deduction from his weekly wage. The amount of such deduction shall be advised by the Secretary to the employer, who shall put into effect immediately such advice and pay the amount so deducted to the Secretary, within seven days of the deduction being made. If by 30 September of each year a member still has a debt to the Fund this debt will be deducted from any Holiday Fund money due to the member. The Management Committee may also approve of any other arrangement submitted by the member for the liquidation of the debt.

(2) Elke werknemer vir wie lidmaatskap van die Fonds ingevolge subklousule (1) hiervan verpligtend is, moet 'n aansoekvorm invul wat van die Sekretaris verkry word en moet die ingevulde vorm by genoemde beampite indien, en wel binne een maand na die datum waarop—

(a) hierdie Ooreenkoms in werking tree, indien hy op dié datum in die Bounywerheid werksaam is;

(b) hy tot die Bounywerheid toetree of hertoetree of daarin in diens tree.

(3) Die Sekretaris moet aan elke lid 'n kaart uitreik waarop die volgende voorkom: Die lidmaatskapsnommer, die naam van die lid, die name van sy afhanklikes en die kredietbedrag wat aan elke sodanige lid verskuldig is kragtens klousule 39 en die reëls van die Fonds.

(4) Wanneer 'n lid, of sy afhanklikes, mediese sorg nodig het, moet sodanige lid sy lidmaatskapskaart toon aan die persoon of inrigting wat die nodige behandeling verskaf.

(5) Geen lidmaatskapskaart is geldig nie indien daar enigsins aan verander of enigiets daarop uitgewis is of daarmee geknoei is, of indien sodanige kaart onherkenbaar beskadig en/of onleesbaar is, wanneer klousule (42) (2) van hierdie Ooreenkoms *mutatis mutandis* van toepassing word.

39. BYSTAND VAN DIE MEDIESE BYSTANDSFONDS

Behoudens hierdie Ooreenkoms en die reëls van die Fonds, kwalifiseer elke lid vir ondervermelde bystand ten opsigte van mediese, para-mediese, tandheelkundige of verplegingsdienste of benodigdhede of opname in hospitale of verpleeginrigtings:

(a) In die geval van 'n ongetroude lid, betaling van koste ten bedrae van altesaam hoogstens R2 000 in 'n bepaalde jaar;

(b) in die geval van 'n lid met een of meer afhanklikes, 'n bedrag van altesaam hoogstens R3 000 in een jaar.

40. BETALING VAN REKENINGS VAN DIE MEDIESE BYSTANDSFONDS

(1) (a) (i) Wanneer betaling geskied ooreenkomstig die Geldetarief of 'n Voorkeurtarief, moet goedgekeurde rekenings, uitgesonderd rekenings ten opsigte van bedrae vir voorgeskrewe medisyne in die reëls van die Fonds bedoel behoudens subparagrafe (ii) en (iii) ten volle deur die Fonds betaal word en betaling moet geskied regstreeks aan die persoon of inrigting wat die diens lewer.

(ii) Wanneer gelde nie ooreenkomstig die Geldetarief of 'n Voorkeurtarief gehel is nie, moet betaling regstreeks aan 'n lid gedoen word.

(iii) Paaielemente moet nie regstreeks aan 'n mediese praktisyn of 'n tandarts betaal word indien sy rekening nie gespesifiseer is as synde in ooreenstemming met die geldskale nie, ongeag of die gelde deur sodanige praktisyn of tandarts gevra hoër of laer is as, of gelewer word teen, die tariewe gespesifiseer in die Geldetarief.

(iv) Die Fonds moet op die betrokke lid die gedeelte van die gelde verhaal wat deur hom verskuldig is. Die gedeelte wat ingevolge die reëls van die Fonds deur die lid betaalbaar is, moet deur hom aan die Fonds Betaal word ten tyde wanneer hy die eis om bystand ingevolge klousule 43 indien. Die Bestuurskomitee kan ook 'n ander reëling goedkeur wat die lid aan die hand doen om die skuld te delg.

(b) Indien die Fonds namens die lid 'n bedrag betaal wat groter is as dié waarop die lid kragtens die reëls van die Fonds geregtig is, is dit 'n skuld wat deur sodanige lid aan die Fonds terugbetaal moet word.

(c) Die Fonds is nie aanspreeklik nie vir die betaling van enige verdere eise wat ingedien word deur 'n lid wat versuim het om reëlings te tref vir die delging van 'n skuld waarvoor hy ingevolge paragraaf (a) of (b) hiervan verantwoordelik is ten opsigte van 'n eis wat voorheen deur die Fonds betaal is.

(2) Indien 'n lid in gebreke bly om die skuld in subklousule (1) bedoel, te delg op die wyse in subklousule (1) uiteengesit, kan die bedrag op sodanige lid verhaal word deur 'n aftrekking van sy weekloon te doen. Die Sekretaris moet die werkgewer van die bedrag van sodanige aftrekking in kennis stel, en laasgenoemde moet die opdrag onverwyld uitvoer en die bedrag aldus afgetrek binne sewe dae na die aftrekking aan die Sekretaris betaal. As 'n lid teen 30 September elke jaar nog 'n uitstaande balans aan die Fonds skuld, sal dié balans afgetrek word van enige vakansiefondsgeld wat aan die lid verskuldig is. Die Bestuurskomitee kan ook enige ander reëling goedkeur wat deur die lid ter vereffening van die skuld aan die hand gedoen word.

41. REGISTRATION OF DEPENDANTS OF THE MEDICAL AID FUND

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

(2) Subject to subclause (1), the following shall be registered as dependants:

- (a) The wife of a member;
- (b) the child of a member;
- (c) any such other person as may be approved by the Committee.

42. CESSATION OF MEMBERSHIP OF THE MEDICAL AID FUND AND PAYMENT OF BENEFITS

(1) Membership of the Fund shall terminate and entitlement to benefits, available in terms of this Agreement, shall cease—

- (a) on a member's death;
- (b) immediately a member ceases working in the Building Industry for any other reason whatsoever, except in the event of his becoming a continuation member;
- (c) in the case of a widow, on her remarrying or taking up of employment where membership of a medical scheme is a condition of employment;
- (d) on the finding by the Committee, after enquiry, that he or any of his dependants have abused the rights and privileges afforded by the Fund;
- (e) in the case of a member who fails to receive weekly stamps or fails to make contributions in terms of clause 37.

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

(3) A member or dependant who at the date of commencement of membership was suffering from any deformity, infirmity, chronic disease or other ailment or illness or accident attributable to such condition may at any time be excluded by the Management Committee from obtaining any benefit in respect of treatment of those specific conditions existing at the time.

43. PROCEDURE FOR CLAIMING BENEFITS FROM THE MEDICAL AID FUND

(1) Application for payment of any claim in respect of medical services shall be made in such a manner and on such forms as the Management Committee may prescribe from time to time: Provided that all claims shall be made within 30 days after the date on which the relevant account for medical service was received by the member, or the last of a series of treatments was received by a member or his dependants concerned, and such application shall be accompanied by the following documents:

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

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

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

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

- (a) Name of patient;
- (b) membership number of patient;
- (c) nature of illness;
- (d) dates and number of visits;
- (e) nature of injections, if any, and cost of material used;
- (f) where applicable, the code number of the tariff of fees;
- (g) details of any other treatment or procedure.

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

41. REGISTRASIE VAN AFHANKLIKES VAN DIE MEDIESE BYSTANDSFONDS

(1) Om te kan kwalifiseer vir bystand ten opsigte van sy afhanklikes, moet 'n lid by die Fonds aansoek doen om die registrasie van sy afhanklikes en die inligting en dokumentêre bewyse verskaf wat die Komitee vereis.

(2) Behoudens subklousule (1), word ondergenoemde persone as afhanklikes geregistreer:

- (a) Die vrou van 'n lid;
- (b) die kind van 'n lid;
- (c) enige ander persoon wat deur die Komitee goedgekeur word.

42. BEÏNDIGING VAN LIDMAATSKAP VAN DIE MEDIESE BYSTANDSFONDS EN BETALING VAN BYSTAND

(1) Lidmaatskap van die Fonds word beëindig en 'n lid se aanspraak op bystand wat kragtens hierdie Ooreenkoms beskikbaar is, vervalt—

- (a) by die afsterwe van 'n lid;
- (b) sodra 'n lid om enige ander rede, van watter aard ook al, sy diens in die Bounywerheid beëindig, behalwe as hy 'n voortsettingslid word;
- (c) in die geval van 'n weduwee, wanneer sy weer trou of diens aanvaar by 'n plek waar lidmaatskap van 'n mediese skema 'n diensvoorwaarde is;
- (d) as gevolg van 'n bevinding deur die Komitee, nadat ondersoek ingestel is, dat hy of een van sy afhanklikes misbruik gemaak het van die regte en voorregte wat die Fonds bied;
- (e) in die geval van 'n lid wat geen weeklikse seëls ontvang nie of wat in gebreke bly om bydraes ingevolge klousule 37 te betaal.

(2) Bystand wat die Fonds bied, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te seëer, te verpand of te verhipotekeer, verbeur onmiddellik sy reg op alle bystand, en sy lidmaatskap van die Fonds, ten opsigte van homself en sy afhanklikes, word beëindig.

(3) 'n Lid of afhanklike wat op die datum toe sy lidmaatskap 'n aanvang geneem het, gelyk het aan enige vorm van gebreklikheid, sieklikheid, chroniese siekte of ander kwaal of siekte, of aan die gevolge van 'n ongeluk wat aan sodanige toestand te wyte was, kan te eniger tyd deur die Bestuurskomitee uitgesluit word van enige bystand ten opsigte van die behandeling van daardie bepaalde toestand wat destyds bestaan het.

43. PROSEDURE WANNEER BYSTAND GEËIS WORD VAN DIE MEDIESE BYSTANDSFONDS

(1) Aansoek om betaling van enige eis ten opsigte van mediese dienste moet op die wyse en op die vorms gedoen word wat die Bestuurskomitee van tyd tot tyd voorskryf: Met dien verstande dat alle eise ingestel moet word binne 30 dae na die datum waarop die betrokke rekening vir mediese dienste deur die lid ontvang is, of die laaste behandeling van 'n reeks wat deur 'n lid of sy betrokke afhanklikes ontvang is, en sodanige aansoek moet vergesel gaan van ondergenoemde dokumente, naamlik:

- (a) Bydraekaart;
- (b) lidmaatskapskaart;
- (c) gespesifiseerde rekenings vir mediese dienste gelewer;
- (d) voorskrifte of gesertifiseerde afskrifte daarvan;
- (e) alle ander dokumente wat die Bestuurskomitee vereis.

Die Fonds word alle aanspreeklikheid kwytgeskeld wat voortspruit uit die verlies, terwyl dit vervoer word, van alle dokumente wat per pos ingedien word.

(2) Ondanks andersluidende bepalinge in hierdie klousule is die Fonds op generlei wyse aanspreeklik vir enige skulde, onkoste, laste en/of verpligtings deur lede en hul afhanklikes en/of ander persone aangegaan ten opsigte van mediese dienste nie, tensy die bepalinge van die Ooreenkoms noukeurig nagekom en daar in iedere opsig behoorlik daaraan voldoen is.

(3) Rekenings vir mediese behandeling moet ondergemelde besonderhede bevat:

- (a) Naam van pasiënt;
- (b) lidmaatskapnommer van pasiënt;
- (c) aard van siekte;
- (d) datums van en getal besoeke;
- (e) aard van inspuitings, as daar was, en koste van materiaal gebruik;
- (f) waar dit van toepassing is, die kodenommer van die geldetarief;
- (g) besonderhede van enige ander behandeling of prosedure.

(4) Rekenings vir mediese behandeling moet deur die lid geteken word.

44. SICK PAY FUND

(1) There is hereby continued a Sick Pay Fund known as the East London Building Industry Sick Pay Fund (hereinafter referred to as the "Fund") for the purpose of providing the benefits specified in this Agreement.

(2) The Fund shall consist of—

(a) contributions paid by employers and members into the Fund in terms of clause 46 of this Agreement;

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

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

(3) 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.

(4) Membership of the Fund shall be compulsory for all artisans, operators of power cranes, operators, Grade I and Grade II drivers of mechanical vehicles and general workers.

45. SICK PAY ALLOWANCE

(1) In addition to any other remuneration to which an employee referred to in clause 44 (4), may be entitled in terms of any other published agreement of the Council, every employer shall pay every artisan in his employ an allowance of 1c per hour and every other employee in his employ referred to in clause 44 (4) of this Agreement an allowance of ½c 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 the Main Agreement.

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

46. CONTRIBUTIONS TO THE SICK PAY FUND

(1) Every employer shall pay to the Fund in respect of every—

(a) artisan, an amount of 84c per week;

(b) all other employees referred to in clause 44 (4) of this Agreement, 42c per week:

Provided such employee was employed by him for 17 hours or more during that week. Employers shall pay the amounts to the Fund in accordance with the procedure laid down in subclauses (2) to (5).

(2) An employer shall be entitled to deduct the amounts paid to the Fund in terms of subclause (1) from the remuneration of his employees in respect of whom the payments were made.

(3) The Secretary of the Council shall issue to every employer a stamp for each amount paid to the Fund in terms of subclause (1) hereof, and every such employer shall issue on each Friday to each employee referred to in clause 22 (2) (b) a stamp cancelled by him, bearing the employer's name, the date of issue and the name of the employee.

(4) An adequate reserve of stamps shall, at all times, be maintained by an employer referred to in subclause (3): Provided that such employer may obtain a refund from the Fund of the value of the unused stamps. An application for such refund shall be made to the Fund not later than 30 days after 30 September in each year or the expiration of this Agreement.

(5) Where an employee is employed by two or more employers during the same week, the contribution and deduction in terms of subclauses (1) and (2) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than 17 hours.

(6) Every employee shall immediately affix such stamp in his contribution card, in the space in such contribution card on which appears a similar date as that on which the stamp is issued. Such contribution card shall be retained by the employee.

(7) Every employee shall, as early as possible after the last Friday in September but not later than the first Friday in October of each year, hand his contribution card in to the Secretary of the Council who shall issue a receipt therefor.

(8) No contribution card shall contain more than 50 stamps and, should more be affixed therein, the excess be confiscated by the Secretary of the Council and the value thereof applied to the general fund of the Council.

44. SIEKTEBYSTANDSFONDS

(1) 'n Siektebystandsfonds wat bekendstaan as die Siektebystandsfonds vir die Bounywerheid, Oos-Londen (hierna die "Fonds" genoem), word hierby voortgesit met die doel om die bystand te verskaf wat in hierdie Ooreenkoms gespesifiseer word.

(2) Die Fonds bestaan uit—

(a) bydraes wat ingevolge klousule 46 van hierdie Ooreenkoms deur werkgewers en lede in die Fonds gestort word;

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

(c) alle ander geld waarop die Fonds geregtig word.

(3) 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.

(4) Lidmaatskap van die Fonds is verpligtend vir alle ambagsmanne, bedieners van kragkrane, operateurs graad I en operateurs graad II, drywers van meganiese voertuie en algemene werkers.

45. SIEKTEBYSTANDSTOELAE

(1) Benewens ander besoldiging waarop 'n werknemer in klousule 44 (4) bedoel, geregtig is ingevolge 'n ander gepubliseerde ooreenkoms van die Raad, moet elke werkgewer aan elke ambagsman in sy diens 'n toelae van 1c per uur en aan elke ander werknemer in sy diens in klousule 44 (4) van hierdie Ooreenkoms bedoel 'n toelae van ½c 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 die Hoofdooreenkoms voorgeskryf word.

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

46. BYDRAES TOT DIE SIEKTEBYSTANDSFONDS

(1) Elke werkgewer moet ten opsigte van—

(a) elke ambagsman 'n bedrag van 84c per week aan die Fonds betaal;

(b) alle ander werknemers in klousule 44 (4), van hierdie Ooreenkoms bedoel 42c per week aan die Fonds betaal:

Met dien verstande dat sodanige werknemer 17 uur of langer gedurende daardie week by hom in diens was. Werkgewers moet die bedrae aan die Fonds betaal in ooreenstemming met die prosedure in subklousules (2) tot (5) voorgeskryf.

(2) 'n Werkgewer is daarop geregtig om die bedrae wat ingevolge subklousule (1) aan die Fonds betaal is, af te trek van die besoldiging van sy werknemers ten opsigte van wie die betalings gedoen is.

(3) Die Sekretaris van die Raad moet aan elke werkgewer 'n seël uitreik vir elke bedrag wat ingevolge subklousule (1) hiervan aan die Fonds betaal is, en elke sodanige werkgewer moet elke Vrydag aan elke werknemer in klousule 22 (2) (6) bedoel 'n seël uitreik wat deur hom gerokeer is met die werkgewer se naam, datum van uitreiking en die naam van die werknemer.

(4) 'n Werkgewer in subklousule (3) bedoel moet altyd 'n toereikende reserwevoorraad seëls hou: Met dien verstande dat so 'n werkgewer terugbetaling van die waarde van ongebruikte seëls van die Fonds kan kry. Aansoek om so 'n terugbetaling moet by die Fonds gedoen word hoogstens 30 dae na 30 September van elke jaar of nadat hierdie Ooreenkoms vervall het.

(5) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die aftrekking en bydrae ingevolge subklousules (1) en (2) hiervan vir daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 17 uur in diens was.

(6) Elke werknemer moet die betrokke seël onmiddellik op sy bydraekaart plak, en wel op dié plek op voormelde bydraekaart waarop dieselfde datum voorkom as dié waarop die seël uitgereik word. Hierdie bydraekaart moet deur die werknemer bewaar word.

(7) Elke werknemer moet so spoedig moontlik doenlik na die laaste Vrydag in September dog voor of op die eerste Vrydag in Oktober van elke jaar, sy bydraekaart indien by die Sekretaris van die Raad, wat 'n kwitansie daarvoor moet uitreik.

(8) Geen bydraekaart mag meer as 50 seëls bevat nie, en indien daar meer daarop geplak is, moet die oortollige seëls deur die Sekretaris van die Raad gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

(9) The contributions of the employer or the employee shall not be refundable to the employer or the employee, once the stamp has been issued to an employee, or once the amount has been paid over to the Secretary of the Council except in the case of refunds to employers where stamps have been obtained in excess of requirements, as provided in subclause (4) hereof.

(10) The contribution cards and stamps issued to employers are not transferable and no employee shall pledge, cede, sell or give away such stamps or contribution cards. Stamps in the possession of any person obtained in any matter other than the laid down in terms of this Agreement shall be forfeited to the general funds of the Council.

(11) An application for a contribution card shall be made by every employee upon whom the provisions of the Agreement apply, within 21 days of accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding shall ensure that such employee is in possession of a contribution card, within 21 days of the date of commencement of his employment.

(12) The Council may in its discretion combine the stamp and contribution card referred to in this clause with any other stamps and contribution cards already issued by the Council in respect of any other funds administered by it, and these shall be in such form as may be determined by the Council from time to time.

47. PAYMENT OF BENEFITS OF THE SICK PAY FUND

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

(i) if the applicant fails to supply any relevant information which the Management Committee may require;

(ii) unless his employer(s) has/have made contributions to the Fund in terms of clause 46 in respect of a waiting period of at least 26 weeks.

(b) Members performing military service in pursuance of the Defence Act, 1957 (Act 44 of 1957), shall not be entitled to any benefits whilst performing such service.

(c) In the case of a member leaving the Industry and on condition that he qualifies for benefits when he leaves the Industry, the following provisions shall apply:

(i) If his absence does not exceed three months, he shall be entitled to full benefits immediately upon returning;

(ii) if his absence exceeds three months but not one year, he shall be entitled to full benefits after his employer(s) has/have made contributions to the Fund for a period of at least 12 weeks;

(iii) if his absence exceeds one year, he shall be entitled to benefits only after his employer(s) has/have made contributions to the Fund for a period of at least 26 weeks.

(d) Claims submitted by a member or an employer shall be accepted and paid by the Fund in the order in which they are received by the Fund.

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

(i) if he is absent from work due to any illness, accident or disablement falling within the provisions of the Workmen's Compensation Act, 1941;

(ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own wilful negligence or misconduct;

(iii) if he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation;

(iv) whilst undergoing special treatments recommended by persons other than registered medical practitioners;

(v) for injury inflicted by any military or usurper power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;

(vi) if he engages in hunting, mountaineering, racing on wheels, professional sport or motor-cycling, other than motorcycling to and from the employee's normal work;

(vii) if he fails or declines to observe the instructions of a medical practitioner and/or dentist or if, in the opinion of a medical practitioner and/or dentist, he had by his own wilful actions aggravated his condition or retarded his recovery;

(9) Die bydraes van die werkgewer of die werknemer is nie aan die werkgewer of die werknemer terugbetaalbaar nadat die seëls eenmaal aan 'n werknemer uitgereik is of nadat die bedrag alreeds aan die Sekretaris van die Raad oorbetal is nie, behalwe in die geval van terugbetalings aan werkgewers wat meer seëls aangekoop het as wat nodig was, soos in subklousule (4) hiervan bepaal.

(10) Die bydraekaarte en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen werknemer mag sodanige seëls of bydraekaarte verpand, sedeer, verkoop of weggee nie. Seëls in enigiemand se besit wat op 'n ander wyse verkry is as in hierdie Ooreenkoms bepaal, word aan die algemene fondse van die Raad verbeur.

(11) Elke werknemer op wie die Ooreenkoms van toepassing is, moet binne 21 dae nadat hy in die Nywerheid diens aanvaar het aansoek doen om 'n bydraekaarte, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet sorg dat sodanige werknemer in besit van 'n bydraekaarte is, en wel binne 21 dae vanaf die datum waarop hy diens aanvaar het.

(12) Die Raad kan na goeddunke die seël en bydraekaarte in hierdie klousule bedoel, kombineer met alle ander seëls en bydraekaarte wat alreeds deur die Raad uitgereik is ten opsigte van ander fondse wat deur die Raad geadministreer word, en dit moet dié vorm aanneem wat die Raad van tyd tot tyd bepaal.

47. BETALING VAN BYSTAND VAN DIE SIEKTEBYSTANDSFONDS

(1) *Algemene bepalings.*—(a) Geen betaling word aan 'n lid ingevolge hierdie klousule gedoen nie—

(i) indien die aansoeker versuim om tersaaklike inligting wat die Bestuurskomitee vereis, te verstrek;

(ii) tensy sy werkgewer(s) bydraes tot die Fonds ingevolge klousule 46 gedoen het ten opsigte van 'n wagtydperk van minstens 26 weke.

(b) Lede wat militêre diens ooreenkomstig die Verdedigingswet, 1957 (Wet 44 van 1957), verrig, is nie op bystand geregtig terwyl sodanige diens verrig word nie.

(c) In die geval van 'n lid wat die Nywerheid verlaat en op voorwaarde dat hy in aanmerking kom vir bystand wanneer hy die Nywerheid verlaat, is die volgende bepalings van toepassing.

(i) As hy nie langer as drie maande afwesig is nie, is hy by sy terugkeer onmiddellik geregtig op die volle bystand;

(ii) as hy langer as drie maande maar minder as 'n jaar afwesig is, is hy, nadat sy werkgewer(s) bydraes tot die Fonds vir 'n tydperk van minstens 12 weke gemaak het, geregtig op die volle bystand;

(iii) as hy langer as een jaar afwesig is, is hy geregtig op bystand slegs nadat sy werkgewer(s) bydraes tot die Fonds vir 'n tydperk van minstens 26 weke gemaak het.

(d) Eise deur 'n lid of 'n werkgewer ingedien, moet deur die Fonds aanvaar en betaal word in die volgorde waarin hulle deur die Fonds ontvang word.

(e) Ondanks andersluidende bepalings in hierdie klousule vervat, is 'n lid nie geregtig op die bystand in subklousule (2) van hierdie klousule bedoel nie—

(i) indien hy van die werk afwesig is as gevolg van siekte, ongeluk of arbeidsongeskiktheid waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is;

(ii) as hy verslaaf is aan alkohol of dwelmmiddels of aan die gevolge daarvan ly, of ongeskik is vir werk weens siekte wat aan sy eie nalatigheid of wangedrag te wyte is;

(iii) as hy 'n besering, hetsy opsetlik of per ongeluk, opdoen waarvoor 'n derde party vergoeding moet betaal en dit wel betaal;

(iv) terwyl hy spesiale behandeling ondergaan wat aanbeveel is deur iemand anders as 'n geregistreerde mediese praktisyn;

(v) vir besering toegedien deur 'n militêre of usurpatormag, afgesien daarvan of oorlog verklaar is of nie, of besering weens onluste of burgerlike oproer of betrokkenheid by gevegte;

(vi) as hy deelneem aan 'n jag, bergklim, wedrenne op wiele, professionele sport of motorfietsry, uitgesonderd die gebruik van 'n motorfiets na en van 'n werknemer se gewone werk;

(vii) as hy versuim of weier om die opdragte van 'n mediese praktisyn en/of tandarts na te kom, of as hy, na die mening van 'n mediese praktisyn en/of tandarts, deur sy moedswillige optrede sy toestand vererger of sy herstel vertraag het;

(viii) if a member fails to submit his application on the Fund's official form, with a medical practitioner's and/or dentist's certificate, which must clearly state the period for which such member was sick or incapacitated, to the secretary of the Fund: Provided that, in the case of serious sickness or injury, the medical practitioner's and/or dentist's certificate shall be deemed sufficient notification.

(f) Sick benefits shall continue only during such time as the medical practitioner's and/or dentist's certificate certifies the member unfit to resume work. During the course of any sickness or incapacitation, the member shall furnish the Secretary with the medical practitioner's and/or dentist's certificate as often as may be required by the Management Committee, failing which no sick benefits shall be paid for such period.

(g) No member shall engage in employment, whether for remuneration or not, during the period he is in receipt of benefits.

(h) Should a member follow any remunerative occupation during the period he is in receipt of benefits or draw Unemployment Insurance Fund benefits without the consent of the Management Committee, he shall refund the benefits received.

(i) The secretary of the Fund may on behalf of the Council or Management Committee call for further information or medical reports and may require the member to make an affidavit.

The Fund will be responsible for payment of the doctor's account where the Fund has referred the employee for a medical examination. In the event of the employee failing to keep such appointment, he will be held responsible for payment of the fee charged by the doctor for the appointment not kept.

(j) Notwithstanding anything to the contrary contained in this clause, payments of sick benefits shall be withheld from a member who, after being requested to do so in writing by the secretary of the Fund, omits or refuses to undergo a medical examination by a dentist or medical practitioner appointed by the Council, or who fails to comply with any other reasonable requirement of the Fund.

(k) In cases where members leave the Republic of South Africa, payment shall be made only in the discretion of the Council.

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

(i) In a cycle of one year from the date on which a member is unable to work, the following benefits shall be payable:

60 per cent of the wage prescribed for him per working day, for a period of 15 working days; thereafter 30 per cent of the wage prescribed for him per working day for 50 working days and thereafter, with the Council's permission, 15 per cent of the wage prescribed for him per working day for a period of 65 working days. (The above payment to be rounded off to the nearest 50 cents.);

(ii) an employee who is eligible for benefits in terms of subclause (1) shall be entitled to receive from the Fund a stamp as prescribed in the Agreement for his category, if during any week in which he is unable to work on account of sickness or injury he has not received a stamp. No stamp shall be issued in respect of the period of the official annual building recess;

(iii) (aa) a member shall only be entitled to sick benefits if the period of his absence from work due to sickness or accident is for a period of not less than three consecutive working days;

(ab) should the period of absence due to sickness or accident exceed three consecutive working days, sick benefits shall commence from the first day on which he is unable to follow his employment;

(iv) notwithstanding the provisions of paragraph (a) (i), when a member, after having received sick benefits for the full period in terms of subclause (2) (a) (i) and (ii) and in respect of whom an employer again makes contributions in terms of clause 46 (1) to the fund for a period of at least 12 weeks, resumes work, a new cycle of one year shall start from that date on which such member is again unable to work, and thereafter the provisions of subclause (2) (a) (i) and (ii) shall *mutatis mutandis* apply.

(b) *Permanent disability.*—(i) Application for benefits under this heading shall be considered from—

(aa) employees who, in the opinion of the Management Committee, satisfactorily show that they are or were *bona fide* employees in any operations normally performed by employees in the Building Industry covered by the Main Agreement;

(ab) employees included in the category referred to in (aa) above who are incapable of working at their trade due to an injury, loss of sight and physical incapacity other than cases adequately covered by the Workmen's Compensation Act;

(viii) as 'n lid versuim om sy aansoek op die Fonds se amptelike vorm aan die sekretaris van die Fonds voor te lê tesame met 'n sertifikaat van 'n mediese praktisyn en/of tandarts wat duidelik die tydperk moet vermeld waartydens sodanige lid siek was of ongeskik vir werk: Met dien verstande dat in die geval van ernstige siekte of besering die sertifikaat van die mediese praktisyn en/of tandarts as voldoende kennisgewing beskou moet word.

(f) Siektebystand moet gelewer word net gedurende sodanige tydperk as wat die sertifikaat van die mediese praktisyn en/of tandarts sertifiseer dat die lid nie in staat is om sy werk te hervat nie. Gedurende enige siekte of ongeskiktheid vir werk moet die lid die sertifikaat van die mediese praktisyn en/of tandarts so dikwels verskaf as wat die Bestuurskomitee vereis, by ontstentenis waarvan geen siektebystand vir sodanige tydperk betaal moet word nie.

(g) Geen lid mag, hetsy teen vergoeding of nie, gedurende die tydperk wat hy bystand ontvang, werk verrig nie.

(h) Indien 'n lid gedurende die tydperk wat hy bystand ontvang, sonder die toestemming van die Bestuurskomitee teen besoldiging werk of bystand uit die Werkloosheidsversekeringsfonds kry, moet hy die bystand wat hy ontvang het, terugbetaal.

(i) Die sekretaris van die Fonds kan namens die Raad of die Bestuurskomitee om verdere inligting of mediese verslae vra en kan van die lid vereis om 'n beëdigde verklaring te doen.

Die Fonds sal aanspreeklik wees vir die betaling van die geneesheer se rekening in gevalle waar die Fonds die werknemer vir 'n mediese ondersoek verwys het. Ingeval die werknemer nie die afspraak nakom nie sal hy aanspreeklik gehou word vir die geneesheer se gelde vir die afspraak.

(j) Ondanks andersluidende bepalings in hierdie klousule, moet betaling van siektebystand weerhou word van 'n lid wat, nadat hy deur die sekretaris van die Fonds skriftelik versoek is, in gebreke bly of weier om 'n mediese ondersoek te ondergaan deur 'n tandarts of 'n mediese praktisyn deur die Raad aangestel, of wat in gebreke bly om ander redelike bepalings van die Fonds na te kom.

(k) In gevalle waar lede die Republiek van Suid-Afrika verlaat sal betalings slegs na goeddunke van die Raad gemaak word.

(2) *Siektebystand.*—(a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan verrig nie is op siektebystand geregtig ooreenkomstig ondervermelde bepalings:

(i) In 'n siklus van een jaar vanaf die datum waarop 'n lid nie in staat is om te werk nie, is die volgende bystand betaalbaar:

60 persent van die loon vir hom voorgeskryf per werkdag, vir 'n tydperk van 15 werkdag; daarna 30 persent van die loon vir hom voorgeskryf per werkdag vir 50 werkdag en daarna, met die Raad se goedkeuring, 15 persent van die loon vir hom voorgeskryf per werkdag vir 'n tydperk van 65 werkdag. (Bogenoemde betaling moet afgerond word tot die naaste 50 sent.);

(ii) 'n werknemer wat ooreenkomstig subklousule (1) in aanmerking kom vir bystand, is geregtig om van die Fonds 'n seël te ontvang soos in die Ooreenkoms vir sy kategorie voorgeskryf, indien hy gedurende 'n week waarin hy as gevolg van siekte of besering nie kon werk nie, nie 'n seël ontvang het nie. Geen seël moet vir die tydperk van die amptelike jaarlikse boureses uitgereik word nie;

(iii) (aa) 'n lid is net op siektebystand geregtig as die tydperk wat hy weens siekte of 'n ongeluk van sy werk afwesig is, vir 'n tydperk van minstens drie aaneenlopende werkdag is;

(ab) indien die tydperk van afwesigheid weens siekte of 'n ongeluk langer as drie aaneenlopende werkdag is, moet siektebystand 'n aanvang neem vanaf die eerste dag wat hy nie in staat is om te werk nie;

(iv) ondanks paragraaf (a) (i), wanneer 'n lid werk hervat nadat hy siektebystand vir die volle tydperk ingevolge subklousule (2) (a) (i) en (ii) ontvang het en ten opsigte van wie 'n werkgever ingevolge klousule 46 (1) weer bydraes tot die Fonds vir 'n tydperk van minstens 12 weke maak, moet 'n nuwe siklus van een jaar begin vanaf daardie datum waarop sodanige lid weer nie in staat is om te werk nie, en daarna is subklousule (2) (a) (i) en (ii) *mutatis mutandis* van toepassing.

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

(aa) werknemers wat, na die mening van die Bestuurskomitee, afdoende bewys dat hulle *bona fide*-werknemers is of was in werksaamhede wat gewoonlik verrig word deur werknemers in die Bounywerheid wat deur die Hoofooreenkoms gedek word;

(ab) werknemers in die kategorie bedoel in (aa) hierbo wat nie in staat is om hul ambag te beoefen nie weens 'n besering, gesigsverlies en fisiese ongeskiktheid, uitgesonderd gevalle wat voldoende deur die Ongevallewet gedek word.

(ac) employees in receipt of benefits prescribed in subclause (2) (a) (i) and (ii) who are permanently disabled and incapable of working at their trade and/or occupation.

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

(iii) Payments made under this subclause are *ex gratia* and at the absolute discretion of the Management Committee whose decision shall be final, and the Management Committee shall not be obliged to give any reason for any decision.

(iv) If an employee has received benefits to which he is not entitled under the provisions of subclause (2) hereof, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

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

48. EXPIRATION OF THE AGREEMENT

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

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Funds shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employers' and employees' representatives on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee, and such trustee shall possess all the powers of the Committee for such purposes. In the event of there being no Council in existence upon the expiration of this Agreement, the Funds shall be liquidated.

(3) Upon liquidation of the Funds, any moneys remaining to the credit of the Funds after all claims against the Funds, including administration and liquidation expenses, have been met, shall be paid into the general funds of the Council. If upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the Funds shall be distributed in terms of section 34 (4) of the Act, as if it formed part of the general funds of the Council.

49. PENALTIES

An employer who fails to pay the actual amount due each week in terms of clauses 22, 23, 24, 29, 34, 35, 37, 39, 43, 45 and 46 shall pay an amount of 10 per cent interest, subject to the Prescribed Rate of Interest Act, 1975, or the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

50. AGENTS

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

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

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

(ac) werknemers wat bystand ontvang soos voorgeskryf in subklousule (2) (a) (i) en (ii) wat permanent ongeskik en nie in staat is om hul ambag en/of beroep te beoefen nie.

(ii) Die bystandskaal moet gebaseer word op 'n aansoeker se potensieële verdienvermoë (as hy dit het) buite die Bounywerheid en met betrekking tot die jare diens in die hoedanigheid bedoel in paragraaf (b) (i) (aa), maar mag nie meer as R144 per jaar vir 'n bepaalde lid wees nie.

(iii) Betalings kragtens hierdie subklousule is *ex gratia* en geskied na goeddunke van die Bestuurskomitee wie se beslissing finaal is, en die Bestuurskomitee is nie verplig om 'n rede vir 'n beslissing te verstrek nie.

(iv) As 'n werknemer bystand ontvang waarop hy nie kragtens subklousule (2) hiervan geregtig is nie, is hy daarvoor aanspreeklik om die bedrag wat aldus ontvang is, aan die Fonds terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag te eis, hy na goeddunke terugbetaling van 'n kleiner bedrag kan eis of so 'n werknemer kan vrystel van terugbetaling van die hele bedrag.

(v) Die bystand deur die Fonds verskaf, is nie oordraagbaar nie en 'n lid wat poog om sy regte af te staan, oor te dra, te sedgeer, te verpand of te verhipotekeer, is onmiddellik nie langer geregtig op bystand hoegenaamd nie en sy lidmaatskap van die Fonds word beëindig.

48. VERSTRYKING VAN DIE OOREENKOMS

(1) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk en daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe Ooreenkoms aangegaan word waarin daar voorsiening gemaak word vir die voortsetting van die Mediese Bystandsfonds en die Siektgebystandsfonds nie, of indien genoemde fonds nie in 'n sodanige tydperk oorgedra word na 'n ander fonds wat in die lewe geroep is vir dieselfde doel as dié waarvoor die Fonds ingestel is nie, moet die Fondse deur die Bestuurskomitee gelikwedeer word. Die Fondse moet gedurende genoemde tydperk van twee jaar of tot tyd en wyl hulle oorgedra word na 'n ander fonds hierbo bedoel of deur 'n latere ooreenkoms voortgesit word deur die Bestuurskomitee geadmistreer word.

(2) Indien die Raad ontbind sou word of ophou funksioneer gedurende enige bepaalde tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, moet die Fonds verder geadmistreer word deur die Bestuurskomitee wat dan aan die roer is. 'n Vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, en wel op so 'n wyse dat 'n gelyke getal werkgewers- en werknemers-vertegenwoordigers in die Komitee verseker word. Indien sodanige Komitee nie in staat is nie of onwillig is om sy pligte na te kom of indien daar voor 'n dooie punt te staan gekom word wat die administrasie van die Fonds na die mening van die Nywerheidsregistrateur onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en so 'n trustee besit dan vir dié doel alle bevoegdhede van die Komitee. Indien daar wanneer hierdie Ooreenkoms verstryk, geen Raad bestaan nie, moet die Fondse gelikwedeer word.

(3) By likwidasie van die Fondse moet alle geld wat in die krediet van die Fondse oorbly nadat alle eise teen die Fondse, met inbegrip van administrasie- en likwidasiekoste, vereffen is, in die algemene fondse van die Raad inbetaal word. Indien die sake van die Raad by sodanige likwidasie reeds gelikwedeer en sy bates verdeel is, moet die geld wat in die krediet van die Fondse oorbly ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

49. BOETE

'n Werkgever wat versuim om die werklike bedrae te betaal wat elke week ingevolge klousules 22, 23, 24, 29, 34, 35, 37, 39, 43, 45 en 46 verskuldig is, moet 'n bedrag van 10 persent rente behoudens die Wet op die Voorgeskrewe Rentekoers, 1975, of die verskil tussen die bedrag betaalbaar en die bedrag wat in die werklikheid betaal is, betaal benewens die bedrag wat te min betaal is.

50. AGENTE

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

(a) te enigeer tyd 'n perseel of plek waarin werksaamhede in die Bounywerheid verrig word, te betree, indien hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

(b) elkeen wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van enigiemand anders wat hy goedag, mondeling te ondervra en om van sodanige persone te vereis om die vrae wat aan hulle gestel word ten opsigte van aangeleenthede wat hierdie Ooreenkoms raak, te beantwoord;

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

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

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

51. TRADE UNION ORGANISERS

(1) Organisers of trade unions which are parties to the agreement shall have the right to interview members of the union on the jobs or in workshops during normal working hours: Provided that the employer is notified by the organiser of his intention to visit such job or workshop: Provided further that the organiser does not unduly retard the production or output of work of any member.

(2) Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

52. TRADE UNION SUBSCRIPTIONS

(1) Every employer to whom this Agreement applies shall deduct the amount of subscriptions payable to the trade union, in respect of each week or part of a week of employment, from the weekly wages of each employee who is a member of the trade union and for whom wages are prescribed in clause 4 (1) (a) to (f) of this Agreement.

(2) Every employer shall pay the amounts deducted in terms of subclause (1) hereof to the Secretary of the Council each week.

(3) Every employer to whom this Agreement applies and every employee who is a member of the trade union, shall indemnify the Council against any claim that may arise in respect of this clause.

(4) The Secretary of the Council shall, subject to the provisions of subclauses (1) and (2) hereof, remit the amounts paid to him in terms of subclause (2) hereof to the trade union, not later than the last day of the month following that in which the amounts were paid, together with a statement reflecting the names of the employees concerned and the amounts deducted from their wages.

(5) The Secretary of the Council shall deduct a collection fee of 5 per cent from the money payable to the trade union in terms of subclause (4) hereof, which amount shall accrue to the general funds of the Council.

53. EXHIBITION OF AGREEMENT

Every employer shall cause a copy of this Agreement, in both official languages, to be exhibited in a conspicuous position easily accessible to all his employees, in every workshop or yard where he carries on business.

54. GENERAL

(1) No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this or any other Agreement nor shall it effect any waiver by any employee of the application to him of any provision of this or any other Agreement. Any such Agreement shall be void.

(2) Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way effect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed in East London, on behalf of the parties, this 20th day of July 1988.

D. B. CAPLES,
Chairman.

W. S. HEATON,
Vice-Chairman.

G. R. REED,
Secretary.

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat hy nodig ag om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word, om dit te inspekteer, ondersoek en kopieë daarvan te maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy 'n perseel of plek betree of 'n persoon ondervra, of 'n boek of dokument nagaan.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet die agent alle fasiliteite wat bedoel word, verleen.

51. VAKVERENIGINGORGANISEERDERS

(1) Organiseerders van die vakverenigings wat 'n party by die Ooreenkoms is, het die reg om gedurende gewone werkure gesprekke te voer met lede van hul onderskeie vakverenigings by die werkplek of in werkwinkels: Met dien verstande dat die werkgever deur die organiseerder in kennis getel word van sy voorneme om sodanige werkplek of werkwinkel te besoek: Voorts met dien verstande dat die organiseerder nie die werkproduksie van 'n lid te veel benadeel nie.

(2) Elke werkgever moet aan sy werknemers wat verteenwoordigers in die Raad is alle redelike geleenthede verskaf om hul pligte in verband met vergaderings van die Raad na te kom.

52. VAKVERENIGINGLEDEGELD

(1) Elke werkgever op wie hierdie Ooreenkoms van toepassing is, moet die ledegeld wat vir elke week of gedeelte van 'n week diens aan die vakvereniging betaalbaar is, aftrek van die weekloon van elke werknemer wat lid is van die vakvereniging en vir wie lone in klousule 4 (1) (a) tot (f) van hierdie Ooreenkoms voorgeskrif word.

(2) Elke werkgever moet die bedrae ingevolge subklousule (1) hiervan afgetrek elke week aan die Sekretaris van die Raad betaal.

(3) Elke werkgever op wie hierdie Ooreenkoms van toepassing is, en elke werknemer wat lid van die vakvereniging is, moet die Raad vrywaar teen enige eis wat kan ontstaan ten opsigte van hierdie klousule.

(4) die Sekretaris van die Raad moet, behoudens subklousules (1) en (2) hiervan, die bedrae ingevolge subklousule (2) hiervan aan hom betaal voor of op die laaste dag van die maand wat volg op dié waarin die bedrae betaal is, tesame met 'n staat met die name van die betrokke werknemers en die bedrae wat van hul lone afgetrek is, aan die vakvereniging stuur.

(5) Die Sekretaris van die Raad moet invorderingskoste van 5 persent aftrek van die geld betaalbaar aan die vakvereniging ingevolge subklousule (4) hiervan, en dié bedrag val aan die algemene fondse van die Raad toe.

53. VERTONING VAN OOREENKOMS

'n Werkgever moet toesien dat 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek, wat maklik vir al sy werknemers toeganklik is, in die kantoor of werf waar hy sake doen, beskikbaar is.

54. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as die wat in hierdie Ooreenkoms voorgeskrif word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige voordele wat vir hom minder gunstig is as die behandeling of voordele voorgeskrif in hierdie ooreenkoms of enige ander ooreenkoms veroorloof nie, en ook mag dit nie 'n afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of enige ander Ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of the Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Namens die partye op hede die 20ste dag van Julie 1988 te Oos-Londen onderteken.

D. B. CAPLES,
Voorsitter.

W. S. HEATON,
Ondervoorsitter.

G. R. REED,
Sekretaris.

Please keep our country, South
Africa, clean!



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

Use it

Don't abuse



it

water is for everybody

Werk mooi daarmee

Ons leef



daarvan

water is kosbaar

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