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GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2178

28 October 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

CHICORY SCHEME.—LEVY AND SPECIAL LEVY

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 Chicory Board referred to in section 6 of the Chicory Scheme published by Proclamation R. 155 of 1978, as amended, has under sections 20 and 21 of the said Scheme imposed the levy and special levy set out in the Schedule;

(b) the said levy and special levy have been approved by me and shall come into operation on 1 November 1988; and

(c) Government Notice R. 2493 of 6 November 1987 is repealed with effect from the said date of commencement.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 "the Scheme" means the Chicory Scheme published by Proclamation R. 155 of 1978, as amended.

Imposition of levy and special levy

2. A levy and a special levy are hereby imposed on chicory that—

(1) is graded in terms of the regulations made under the section 89 of the Act, as First Grade or Second Grade; and

(2) is sold by the Board on behalf of a producer thereof.

71—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 2178

28 Oktober 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SIGOREISKEMA.—HEFFING EN SPESIALE HEFFING

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

(a) die Sigoreiraad bedoel in artikel 6 van die Sigoreiskema gepubliseer by Proklamasie R. 155 van 1978, soos gewysig, kragtens artikel 20 en 21 van genoemde Skema die heffing en spesiale heffing in die Bylae uiteengesit, opgelê het;

(b) genoemde heffing en spesiale heffing deur my goedgekeur is en op 1 November 1988 in werking tree; en

(c) Goewermenskennisgewing R. 2493 van 6 November 1987 met ingang van genoemde datum van inwerkingtreding herroep word.

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

BYLAE

Woordoms krywing

1. In hierdie Bylae het enige woord of uitdrukking waarvan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Sigoreiskema gepubliseer by Proklamasie R. 155 van 1978, soos gewysig.

Oplegging van heffing en spesiale heffing

2. 'n Heffing en 'n spesiale heffing word hierby opgelê op sigorei wat—

(1) ingevolge die regulasies kragtens artikel 89 van die Wet uitgevaardig, as Eerstegraad of Tweedegraad gegra-deer is; en

(2) deur die Raad ten behoeve van 'n produsent daarvan verkoop word.

11557—1

Amount of levy and special levy

3. The amount of the levy and special levy referred to in clause 2 shall respectively be R60 and R30 per 1 000 kg of chicory.

No. R. 2179

28 October 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

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

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1969 (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. 256 of 19 February 1988;

(b) the said revocation was approved by me and shall come into operation on 31 October 1988; and

(c) Government Notice R. 256 of 19 February 1988 is repealed with effect from the said date of commencement.

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

No. R. 2209

28 October 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

WINTER CEREAL SCHEME.—LEVIES AND SPECIAL LEVIES

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 Wheat Board referred to in section 6 of the Winter Cereal Scheme published by Proclamation R. 162 of 1974, as amended, have under sections 24 and 25 of the said Scheme imposed the levies and special levies set out in the Schedule;

(b) the said levies and special levies have been approved by me and shall come into operation on 1 November 1988; and

(c) Government Notices R. 2211 of 30 September 1987, R. 41 of 15 January 1988 and R. 1311 of 1 July 1988 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 "the Scheme" means the Winter Cereal Scheme published by Proclamation R. 162 of 1974, as amended.

Levy on winter cereal

2. (1) A levy is hereby imposed on winter cereal of the classes and grades specified in column 1 of Table 1, that is sold by the Board.

(2) The amount of the levy referred to in subclause (1) shall be as specified in column 2 of Table 1 opposite the respective classes and grades of winter cereal.

Bedrag van heffing en spesiale heffing

3. Die bedrag van die heffing en die spesiale heffing in klousule 2 bedoel, is onderskeidelik R60 en R30 per 1 000 kg sigorei.

No. R. 2179

28 Oktober 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

SITRUSKEMA.—VERBOD OP DIE VERKOOP VAN SUURLEMOENE—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 Sitruskema gepubliseer by Proklamasie R. 2 van 1979, soos gewysig, kragtens artikel 33 van genoemde Skema die verbod gepubliseer by Goewermentskennisgewing R. 256 van 19 Februarie 1988, opgehef het;

(b) bedoelde opheffing deur my goedgekeur is en op 31 Oktober 1988 in werking tree; en

(c) Goewermentskennisgewing R. 256 van 19 Februarie 1988 met ingang van genoemde datum van inwerkingtreding herroep word.

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

No. R. 2209

28 Oktober 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

WINTERGRAANSKEMA.—HEFFINGS EN SPESIALE HEFFINGS

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

(a) die Koringraad bedoel in artikel 6 van die Wintergraanskema gepubliseer by Proklamasie R. 162 van 1974, soos gewysig, kragtens artikels 24 en 25 van genoemde Skema die heffings en spesiale heffings in die Bylae uiteengesit, opgelê het;

(b) genoemde heffings en spesiale heffings deur my goedgekeur is en op 1 November 1988 in werking tree; en

(c) Goewermentskennisgewings R. 2211 van 30 September 1987, R. 41 van 15 Januarie 1988 en R. 1311 van 1 Julie 1988 met ingang van genoemde datum van inwerkingtreding herroep word.

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

BYLAE**Woordomskeywing**

1. In hierdie Bylae het enige woord of uitdrukking waarvan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Wintergraanskema gepubliseer by Proklamasie R. 162 van 1974, soos gewysig.

Heffing op wintergraan

2. (1) 'n Heffing word hierby opgelê op wintergraan van die klasse en grade in kolom 1 van Tabel 1 vermeld, wat deur die Raad verkoop word.

(2) Die bedrag van die heffing in subklousule (1) bedoel, is soos in kolom 2 van Tabel 1 teenoor die onderskeie klasse en grade wintergraan vermeld.

Special levy on winter cereal

3. (1) (a) A special levy is hereby imposed on winter cereal of the classes and grades specified in column 1 of Table 1, that in the case of wheat, is sold by the Board for milling purposes to persons registered by the Board under section 36 of the Scheme as commercial millers.

(b) The amount of the special levy referred to in paragraph (a) shall be as specified in column 3 of Table 1 opposite the respective classes and grades of winter cereal.

(2) (a) A special levy is hereby imposed on winter cereal of the classes and grades specified in column 1 of Table 1, that is sold to the Board.

(b) The amount of the special levy referred to in paragraph (a) shall be as specified in column 4 of Table 1 opposite the respective classes and grades of winter cereal.

Special levy on winter cereal products

4. (1) A special levy is hereby imposed on winter cereal products of the kinds specified in column 1 of Table 2, that are sold by persons who are registered by the Board under section 36 of the Scheme as commercial millers.

(2) The amount of the special levy referred to in subclause (1) shall be as specified in column 2 of Table 2 opposite the respective kinds of winter cereal products.

Spesiale heffing op wintergraan

3. (1) (a) 'n Spesiale heffing word hierby opgelê op wintergraan van die klasse en grade in kolom 1 van Tabel 1 vermeld, wat in die geval van koring, vir maaldoeleindes deur die Raad verkoop word aan persone wat kragtens artikel 36 van die Skema deur die Raad as kommersiële meulenaars geregistreer is.

(b) Die bedrag van die spesiale heffing in paragraaf (a) bedoel, is soos in kolom 3 van Tabel 1 teenoor die onderskeie klasse en grade wintergraan vermeld.

(2) (a) 'n Spesiale heffing word hierby opgelê op wintergraan van die klasse en grade in kolom 1 van Tabel 1 vermeld, wat aan die Raad verkoop word.

(b) Die bedrag van die spesiale heffing in paragraaf (a) bedoel, is soos in kolom 4 van Tabel 1 teenoor die onderskeie klasse en grade wintergraan vermeld.

Spesiale heffing op wintergraanprodukte

4. (1) 'n Spesiale heffing word hierby opgelê op wintergraanprodukte van die soorte in kolom 1 van Tabel 2 vermeld, wat verkoop word deur persone wat kragtens artikel 36 van die Skema deur die Raad as kommersiële meulenaars geregistreer is.

(2) Die bedrag van die spesiale heffing in subklousule (1) bedoel, is soos in kolom 2 van Tabel 2 teenoor die onderskeie soorte wintergraanprodukte vermeld.

TABLE 1/TABEL 1**LEVIES AND SPECIAL LEVIES ON WINTER CEREAL/HEFFINGS EN SPESIALE HEFFINGS OP WINTERGRAAN**

Class and grade of winter cereal Klas en graad wintergraan		Levy per metric ton net mass Heffing per metrieke ton netto massa	Special levy per metric ton net mass Spesiale heffing per metrieke ton netto massa	
1		2	3	4
1	Wheat (all classes and grades except durum wheat)/Koring (alle klasse en grade behalwe durumkoring).....	360c/t	57c/t	193c/t
2	Durum wheat/Durumkoring	360c/t	—	193c/t
3	Barley (all grades)/Gars (alle grade).....	400c/t	—	194c/t
4	Oats (all grades)/Hawer (alle grade).....	360c/t	—	196c/t

TABLE 2/TABEL 2**SPECIAL LEVIES ON WINTER CEREAL PRODUCTS/SPESIALE HEFFINGS OP WINTERGRAANPRODUKTE**

Kind of winter cereal product Soort wintergraanprodukt		Special levy Spesiale heffing
1		2
1	Pollard/Fynsemels	R115/t
2	Wheaten bran/Koringsemels	R115/t
3	Digestive bran/Spysverteringsemels	R115/t

No. R. 2210**28 October 1988****MARKETING ACT, 1968 (ACT 59 OF 1968)**

WINTER CEREAL SCHEME.—SPECIAL LEVY ON WHITE BREAD FLOUR, BROWN BREAD MEAL AND WHOLE-WHEAT MEAL IN STOCK AT COMMERCIAL BREAD BAKERS ON 31 OCTOBER 1988

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 Wheat Board referred to in section 6 of the Winter Cereal Scheme published by Proclamation R. 162 of 1974, as amended, has under section 25 of the said Scheme imposed the special levy set out in the Schedule;

No. R. 2210**28 Oktober 1988****BEMARKINGSWET, 1968 (WET 59 VAN 1968)**

WINTERGRAANSKEMA.—SPESIALE HEFFING OP WITBROODMEELBLOM, BRUINBROODMEEL EN VOLKORINGMEEL IN VOORRAAD BY KOMMER-SIELE BROODBAKKERS OP 31 OKTOBER 1988

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

(a) die Koringraad bedoel in artikel 6 van die Wintergraanskema gepubliseer by Proklamasie R. 162 van 1974, soos gewysig, kragtens artikel 25 van genoemde Skema die spesiale heffing in die Bylae uiteengesit, opgelê het;

(b) the said special levy has been approved by me and shall come into operation on 1 November 1988; and

(c) Government Notice R. 2214 of 30 September 1987 is 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 otherwise indicates—

“brown bread meal”, “white bread flour” and “whole-wheat meal” shall have the meanings assigned thereto in the regulations published by Government Notice R. 1981 of 30 September 1977, as amended;

“commercial bread baker” means a person registered by the Board under section 36 of the Scheme to deal in the course of trade with white bread, brown bread or whole-wheat bread; and

“the Scheme” means the Winter Cereal Scheme published by Proclamation R. 162 of 1974, as amended.

Special levy

2. (1) A special levy is hereby imposed on—

- (a) the quantity, less 1,5 ton, of white bread flour;
- (b) the quantity, less 3,5 ton, of brown bread meal; and
- (c) the quantity of whole-wheat meal,

which a commercial bread baker has in stock at the date referred to in subclause (2) (d), including any quantity of such white bread flour, brown bread meal and whole-wheat meal purchased by him at the prices applicable before the said date and delivered to him after the said date.

(2) Such special levy shall—

- (a) in the case of white bread flour, amount to R10,22 per ton;
- (b) in the case of brown bread meal, amount to R11,35 per ton;
- (c) in the case of whole-wheat meal, amount to R12,38 per ton; and

(d) apply to the quantities referred to in subclause (1), which a commercial bread baker has in stock immediately after expiration of 31 October 1988.

No. R. 2211

28 October 1988

MARKETING ACT, 1968 (ACT 59 OF 1968)

WINTER CEREAL SCHEME.—SELLING PRICES OF MEAL—AMENDMENT

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 Wheat Board referred to in section 6 of the Winter Cereal Scheme published by Proclamation R. 162 of 1974, as amended, has under section 37 of the said Scheme amended the Schedule to Government Notice R. 2212 of 30 September 1987 to the extent set out in the Schedule hereto; and

(b) the said amendment has been approved by me and shall come into operation on 1 November 1988.

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

(b) genoemde spesiale heffing deur my goedgekeur is en op 1 November 1988 in werking tree; en

(c) Goewermentskennisgewing R. 2214 van 30 September 1987 met ingang van genoemde datum van inwerkingtreding herroep word.

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

BYLAE

Woordskrywings

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

“bruinbroodmeel”, “volkoringmeel” en “witbroodmeelblom” dieselfde as in die regulasies gepubliseer by Goewermentskennisgewing R. 1981 van 30 September 1977, soos gewysig;

“die Skema” die Wintergraanskema gepubliseer by Proklamasie R. 162 van 1974, soos gewysig;

“kommersiële broodbakker” iemand wat kragtens artikel 36 van genoemde Skema deur die Raad geregistreer is om met witbrood, bruinbrood of volkoringbrood as 'n besigheid te handel.

Spesiale heffing

2. (1) 'n Spesiale heffing word hierby opgelê op—

- (a) die hoeveelheid, minus 1,5 ton, witbroodmeelblom;
- (b) die hoeveelheid, minus 3,5 ton, bruinbroodmeel;
- (c) die hoeveelheid volkoringmeel,

wat 'n kommersiële broodbakker op die datum in subklousule (2) (d) bedoel, in voorraad het, met inbegrip van enige hoeveelheid van sodanige witbroodmeelblom, bruinbroodmeel of volkoringmeel deur hom aangekoop teen die pryse van toepassing voor genoemde datum en na genoemde datum aan hom lewer.

(2) Sodanige spesiale heffing—

- (a) bedra in die geval van witbroodmeelblom, R10,22 per ton;
- (b) bedra in die geval van bruinbroodmeel, R11,35 per ton;
- (c) bedra in die geval van volkoringmeel, R12,38 per ton; en

(d) is van toepassing op die hoeveelhede in subklousule (1) bedoel, wat 'n kommersiële broodbakker onmiddellik na 31 Oktober 1988 in voorraad het.

No. R. 2211

28 Oktober 1988

BEMARKINGSWET, 1968 (WET 59 VAN 1968)

WINTERGRAANSKEMA.—VERKOOPPRYSE VAN MEEL—WYSIGING

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

(a) die Koringraad bedoel in artikel 6 van die Wintergraanskema gepubliseer by Proklamasie R. 162 van 1974, soos gewysig, kragtens artikel 37 van genoemde Skema die Bylae by Goewermentskennisgewing R. 2212 van 30 September 1987 gewysig het in die mate in die Bylae hierby uiteengesit; en

(b) genoemde wysiging deur my goedgekeur is en op 1 November 1988 in werking tree.

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

SCHEDULE**Definitions**

1. In this Schedule "the Schedule" means the Schedule to Government Notice R. 2212 of 30 September 1987, as corrected by Government Notice R. 2838 of 24 December 1987.

Amendment of clause 4

2. Clause 4 of the Schedule is hereby amended by the substitution in subclause (2) (b) for the expression "R53,06" of the expression "R66,05".

Substitution of table

3. The following table is hereby substituted for the table in the Schedule:

BYLAE**Woordomskrywing**

1. In hierdie Bylae beteken "die Bylae" die Bylae by Goewermentskennisgewing R. 2212 van 30 September 1987, soos verbeter deur Goewermentskennisgewing R. 2838 van 24 Desember 1987.

Wysiging van klousule 4

2. Klousule 4 van die Bylae word hierby gewysig deur in subklousule (2) (b) die uitdrukking "R53,06" deur die uitdrukking "R66,05" te vervang.

Vervanging van tabel

3. Die tabel in die Bylae word hierby deur die volgende tabel vervang:

"TABLE/TABEL
SELLING PRICES OF MEAL/VERKOOPPRYSE VAN MEEL

Quantity delivered Hoeveelheid gelever	Format in which meal is sold Formaat waarin meel verkoop word	Selling price of/Verkooppryse van					
		Cake flour Koekmeelblom	White bread flour Witbroodmeelblom	Brown bread meal Bruinbroodmeel	Whole-wheat meal Volkoringmeel	Semolina Semolina	Self-raising flour Bruismeel
1	2	3					
		Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)
1. Three tons and more and, in the case of semolina and self-raising flour, 250 kg and more jointly/Drie ton en meer en, in die geval van semolina en bruismeel, 250 kg en meer gesamentlik	In bulk/In losmaat.....	R895,10	R829,11	R736,37	R653,08	R895,10	*
	65 kg jute bags, or containers other than those specified hereunder/65-kg-jutehouers, of ander houers as dié hieronder vermeld.....	R917,05	R851,06	R758,32	R675,03	R917,05	*
	50 kg cotton containers/50-kg-katoenhouers.....	R938,46	R872,47	R779,73	R696,44	R938,46	R1 141,44
	50 kg paper containers/50-kg-papierhouers	R925,74	R859,75	R767,01	R683,72	R925,74	*
	50 kg polypropylene containers/50-kg-polypropieleenhouers.....	R921,32	R855,33	R762,59	R679,30	R921,32	*
	25 kg cotton containers/25-kg-katoenhouers.....	R949,52	R883,53	R790,79	R707,50	R949,52	*
	12,5 kg cotton containers/12,5-kg-katoenhouers.....	R988,11	R922,12	R829,38	R746,09	R988,11	*
	12,5 kg paper containers/12,5-kg-papierhouers.....	R961,92	R895,93	R803,19	R719,90	R961,92	*
	5 kg paper containers/5-kg-papierhouers ..	R992,89	R926,90	R784,16	R700,87	R992,89	*
	2,5 kg paper containers/2,5-kg-papierhouers.....	R1 064,27	R998,28	R855,54	R772,25	R1 064,27	*
	1 kg paper containers/1-kg-papierhouers ..	R1 079,84	R1 013,85	R871,11	R787,82	R1 079,84	R1 278,28
	500 g paper containers/500-g-papierhouers	*	*	*	*	*	R1 329,00
	500 g carton containers/500-g-kartonhouers.....	*	*	*	*	R1 209,93	*

Quantity delivered Hoeveelheid gelever	Format in which meal is sold Formaat waarin meel verkoop word	Selling price of/Verkooppryse van					
		Cake flour Koekmeelblom	White bread flour Witbroodmeelblom	Brown bread meal Bruinbroodmeel	Whole-wheat meal Volkoringmeel	Semolina Semolina	Self-raising flour Bruiemeel
1	2	3					
		Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)	Fixed/Vas (per ton)
2. 250 kg and more but less than three tons, and in the case of semolina and self-raising flour, 50 kg and more but less than 250 kg jointly/250 kg en meer maar minder as drie ton en, in die geval van semolina en bruiemeel, 50 kg en meer maar minder as 250 kg gesamentlik	In bulk/In losmaat.....	R930,90	R862,27	R765,82	R679,20	R930,90	*
	65 kg jute bags or containers other than those specified hereunder/65-kg-jutehouers of ander houers as dié hieronder vermeld.....	R953,73	R885,10	R788,65	R702,03	R953,73	*
	50 kg cotton containers/50-kg-katoenhouers.....	R976,00	R907,37	R810,92	R724,30	R976,00	R1 187,10
	50 kg paper containers/50-kg-papierhouers	R962,77	R894,14	R797,69	R711,07	R962,77	*
	50 kg polypropylene containers/50-kg-polipropileenhouers.....	R958,17	R889,54	R793,09	R706,47	R958,17	*
	25 kg cotton containers/25-kg-katoenhouers.....	R987,50	R918,87	R822,42	R735,80	R987,50	*
	12,5 kg cotton containers/12,5-kg-katoenhouers.....	R1 027,63	R959,00	R862,56	R775,93	R1 027,63	*
	12,5 kg paper containers/12,5-kg-papierhouers.....	R1 000,40	R931,77	R835,32	R748,70	R1 000,40	*
	5 kg paper containers/5-kg-papierhouers ..	R1 032,61	R963,98	R815,53	R728,90	R1 032,61	*
	2,5 kg paper containers/2,5-kg-papierhouers.....	R1 106,84	R1 038,21	R889,76	R803,14	R1 106,84	*
	1 kg paper containers/1-kg-papierhouers ..	R1 123,03	R1 054,40	R905,95	R819,33	R1 123,03	R1 329,41
	500 g paper containers/500-g-papierhouers	*	*	*	*	*	R1 382,16
	500 g carton containers/500-g-kartonhouers.....	*	*	*	*	R1 258,33	*

Quantity delivered Hoeveelheid gelewer	Format in which meal is sold Formaat waarin meel verkoop word	Selling price of/Verkoopprijs van					
		Cake flour Koekmeelblom	White bread flour Witbroodmeelblom	Brown bread meal Bruin broodmeel	Whole wheat meal Volkoringmeel	Semolina Semolina	Self-raising flour Bruis-meel
1	2	3					
		Maximum per container Maksimum per houer	Maximum per container Maksimum per houer	Maximum per container Maksimum per houer	Maximum per container Maksimum per houer	Maximum per container Maksimum per houer	Maximum per container Maksimum per houer
3. Less than 250 kg, and, in case of semolina and self-raising flour, less than 50 kg jointly/Minder as 250 kg en, in geval van semolina en bruismeel, minder as 50 kg gesamentlik	65 kg jute bags/65-kg-jutehouers	R64,08	R60,85	R55,21	R49,14	R64,08	*
	50 kg cotton containers/50-kg-katoenhouers.....	R51,62	R48,86	R44,44	R39,70	R51,62	*
	50 kg paper containers/50-kg-papierhouers	R50,92	R48,15	R43,72	R38,97	R50,92	*
	50 kg polypropylene containers/50-kg-polipropyleenhouers.....	R50,67	R47,90	R43,47	R38,72	R50,67	*
	25 kg cotton containers/25-kg-katoenhouers.....	R27,30	R25,73	R23,72	R21,23	R27,30	*
	12,5 kg cotton containers/12,5-kg-katoenhouers.....	R14,20	R13,43	R12,44	R11,19	R14,20	*
	12,5 kg paper containers/12,5-kg-papierhouers.....	R13,83	R13,05	R12,05	R10,80	R13,83	*
	5 kg paper containers/5-kg-papierhouers ..	R5,78	R5,45	R4,80	R4,29	R5,78	*
	2,5 kg paper containers/2,5-kg-papierhouers.....	R3,19	R3,04	R2,73	R2,46	R3,19	*
	1 kg paper containers/1-kg-papierhouers ..	R1,30	R1,24	R1,11	R1,00	R1,30	R1,50
	500 g paper containers/500-g-papierhouers	*	*	*	*	*	R0,78
	500 g carton containers/500-g-kartonhouers.....	*	*	*	*	R0,71	*
	In containers other than those specified above, in quantities of/In ander houer as dié hierbo vermeld, in hoeveelhede van						
	(a) at least 25 kg/minstens 25 kg	R64,08 (per 65 kg)	R60,85 (per 65 kg)	R55,45 (per 65 kg)	R49,36 (per 65 kg)	R64,08 (per 65 kg)	*
	(b) at least 12,5 kg, but less than 25 kg/minstens 12,5 kg maar minder as 25 kg.....	R13,18 (per 12,5 kg)	R12,77 (per 12,5 kg)	R11,85 (per 12,5 kg)	R10,55 (per 12,5 kg)	R13,18 (per 12,5 kg)	*
	(c) at least 5 kg but less than 12,5 kg/minstens 5 kg, maar minder as 12,5 kg.....	R5,36 (per 5 kg)	R5,32 (per 5 kg)	R4,93 (per 5 kg)	R4,39 (per 5 kg)	R5,36 (per 5 kg)	*
	(d) At least 2,5 kg but less than 5 kg/minstens 2,5 kg maar minder as 5 kg.....	R2,75 (per 2,5 kg)	R2,71 (per 2,5 kg)	R2,56 (per 2,5 kg)	R2,28 (per 2,5 kg)	R2,75 (per 2,5 kg)	*
	(e) less than 2,5 kg/minder as 2,5 kg	R1,10 (per kg)	R1,09 (per kg)	R1,04 (per kg)	R0,93 (per kg)	R1,10 (per kg)	*

* Not specified/Nie vermeld.

DEPARTMENT OF DEVELOPMENT PLANNING

No. R. 2170

28 October 1988

COMING INTO OPERATION OF ITEM 32 OF SCHEDULE 1 TO THE NATIONAL STATES CONSTITUTION ACT, 1971

Under section 37A (2) of the National States Constitution Act, 1971 (Act 21 of 1971), I, Jan Christiaan Heunis, Minister of Constitutional Development and Planning, determine that item 32 of Schedule 1 to the said Act shall come into operation in the areas mentioned in the accompanying Schedule.

J. C. HEUNIS,

Minister of Constitutional Development and Planning.

SCHEDULE

1. The area in respect of which the KwaNdebele Legislative Assembly has been established and which was declared a self-governing territory by Proclamation R. 60 of 1981; and

2. the area in respect of which the KaNgwane Legislative Assembly has been established and which was declared a self-governing territory by Proclamation 148 of 1984.

DEPARTMENT OF FINANCE

No. R. 2172

28 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/42)

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.

SCHEDULE

I Rebate Item	II			Description	III Extent of Rebate	Annotations
	Tariff Heading	Rebate Code	C. D.			
311.18	"56.03	01.00	42	By the insertion after tariff heading No. 54.03 of the following: Nonwovens, of man-made staple fibres, of a mass exceeding 20 g/m ² but not exceeding 50 g/m ² , for the manufacture of surgical face masks	Full duty"	

Note.—Provisions is made for a rebate of the full duty on nonwovens, of man-made staple fibres, of a mass exceeding 20 g/m² but not exceeding 50 g/m², for the manufacture of surgical face masks.

BYLAE

I Korting- item	II			Beskrywing	III Mate van Korting	Annotations
	Tarief- pos	Korting- kode	T. S.			
311.18	"56.03	01.00	42	Deur na tariefpos No. 54.03 die volgende in te voeg: Veselviesstowwe, van gefabriseerde stapelvels, met 'n massa van meer as 20 g/m ² maar hoogstens 50 g/m ² , vir die vervaardiging van chirurgiese gesigmaskers	Volle reg"	

Opmerking.—Voorsiening word gemaak vir 'n volle korting op reg op veselviesstowwe, van gefabriseerde stapelvels, met 'n massa van meer as 20 g/m² maar hoogstens 50 g/m², vir die vervaardiging van chirurgiese gesigmaskers.

DEPARTEMENT VAN ONTWIKKELINGS- BEPLANNING

No. R. 2170

28 Oktober 1988

INWERKINGTREDING VAN ITEM 32 VAN BYLAE 1 BY DIE GRONDWET VAN DIE NASIONALE STATE, 1971

Kragtens artikel 37A (2) van die Grondwet van die Nasionale State, 1971 (Wet 21 van 1971), bepaal ek, Jan Christiaan Heunis, Minister van Staatskundige Ontwikkeling en Beplanning, dat item 32 van Bylae 1 by genoemde Wet in die gebiede in bygaande Bylae genoem, in werking tree.

J. C. HEUNIS,

Minister van Staatskundige Ontwikkeling en Beplanning.

BYLAE

1. Die gebied ten opsigte waarvoor die KwaNdebele-Wetgewende Vergadering ingestel is en by Proklamasie R. 60 van 1981 tot 'n selfregerende gebied verklaar is; en

2. die gebied ten opsigte waarvoor die KaNgwane-Wetgewende Vergadering ingestel is en by Proklamasie 148 van 1984 tot 'n selfregerende gebied verklaar is.

DEPARTEMENT VAN FINANSIES

No. R. 2172

28 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 3 (No. 3/42)

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.

No. R. 2173

28 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/85)

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. 2173

28 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/85)

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	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
84.28			By the substitution for subheading No. 8428.90.20 of the following:			
	“.15	7	Mechanical earth, coal or other bulk loaders, articulated, of a mass of 3 000 kg or more but not exceeding 30 000 kg	no.	12,5%	
	.25	4	Other mechanical earth, coal or other bulk loaders	no.	free"	
84.29			By the substitution for subheading No. 8429.19 of the following:			
	“8429.19		Other:			
	.10	0	Of a mass of 3 000 kg or more but not exceeding 30 000 kg, articulated	no.	free	
	.90	9	Other	no.	free"	
	“.20	5	By the substitution for subheading No. 8429.51.20 of the following: Other, not tracked, driven by internal combustion piston engines, of a mass of 3 000 kg or more but not exceeding 30 000 kg, of which the bucket cutting edge can be lowered, when the bucket is horizontal, below the level of the wheels	no.	12,5%"	
	“.05	2	By the substitution for subheading No. 8429.59.10 of the following: Propelling bases for articulated machines, not tracked, of a mass of 3 000 kg or more but not exceeding 30 000 kg (excluding machinery specially designed for use in mines)	no.	12,5%"	
84.30			By the insertion after subheading No. 8430.50.20 of the following:			
	“.30	6	Propelling bases for articulated machines, not tracked, of a mass of 3 000 kg or more but not exceeding 30 000 kg	no.	12,5%"	
84.31			By the substitution for subheading No. 8431.39.50 of the following:			
	“.50	2	Parts of machines of subheadings Nos. 8428.90.15 and 8428.90.25		free"	
	“.30	1	By the substitution for subheading No. 8431.41.20 of the following: Of an individual mass exceeding 250 kg, for digging, for the machines of subheadings Nos. 8429.59.05 and 8430.50.30		12,5%	
	.40	9	Other digging buckets and grabs for digging, for excavators and the like		free"	

Note.—The rates of duty on certain mechanical loaders and propelling bases therefor, and parts thereof are amended.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
84.28			Deur subpos No. 8428.90.20 deur die volgende te vervang:			
	“.15	7	Meganiese grond-, steenkool- of ander grootmaatlaaiers, geartikuleerd, met 'n massa van minstens 3 000 kg maar hoogstens 30 000 kg	getal	12,5%	
	.25	4	Ander meganiese grond-, steenkool- of ander grootmaatlaaiers	getal	vry"	
84.29			Deur subpos No. 8429.19 deur die volgende te vervang:			

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
	"8429.19		Ander:			
	.10	0	Met 'n massa van minstens 3 000 kg maar hoogstens 30 000 kg, geartikuleerd	getal	vry	
	.90	9	Ander	getal	vry"	
			Deur subpos No. 8429.51.20 deur die volgende te vervang:			
	"20	5	Ander, sonder rusperbande, aangedryf deur binnebrandsuierenjins, met 'n massa van minstens 3 000 kg maar hoogstens 30 000 kg, waarvan die emmersnykant benede die vlak van die wiele gesak kan word wanneer die emmer horisontaal is	getal	12,5%"	
			Deur subpos No. 8429.59.10 deur die volgende te vervang:			
	"05	2	Aandryfbasisse vir geartikuleerde masjiene, sonder rusperbande, met 'n massa van minstens 3 000 kg maar hoogstens 30 000 kg (uitgesonderd masjienerie spesiaal ontwerp vir gebruik in myne)	getal	12,5%"	
84.30			Deur na subpos No. 8430.50.20 die volgende in te voeg:			
	"30	6	Aandryfbasisse vir geartikuleerde masjiene, sonder rusperbande, met 'n massa van minstens 3 000 kg maar hoogstens 30 000 kg	getal	12,5%"	
84.31			Deur subpos No. 8431.39.50 deur die volgende te vervang:			
	"50	2	Onderdele van masjiene van subposte Nos. 8428.90.15 en 8428.90.25		vry"	
			Deur subpos No. 8431.41.20 deur die volgende te vervang:			
	"30	1	Met 'n individuele massa van minstens 250 kg, vir graafwerk, vir die masjiene van subposte Nos. 8429.59.05 en 8430.50.30		12,5%	
	.40	9	Ander graafemmers en grypbakke vir graafwerk, vir masjiengrawe en soortgelyke goedere		vry"	

Opmerking.—Die skale van reg op sekere meganiese laaiers en aandryfbasisse daarvoor, en onderdele daarvan word gewysig.

No. R. 2174

28 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/86)

Under section 48A of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended, with retrospective effect to 1 January 1988, to the extent set out in the Schedule hereto.

G. MARAIS,

Deputy Minister of Finance.

No. R. 2174

28 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/86)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1988, in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

SCHEDULE

Head-ing	Subhead-ing	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota-tions
71.17			By the substitution for subheading Nos. 7117.90.10, 7117.90.20, 7117.90.30 and 7117.90.40 of the following:			
	"10	6	Of two or more materials, no account being taken of coatings or of materials used only in the assembly thereof (excluding cuff-links and studs)		25%	
	.20	3	Of plastics (excluding articles of beads and cuff-links and studs)		40%	
	.30	0	Of marble (excluding cuff-links and studs)		15%	
	.40	8	Of other monumental stone, building stone or plastering materials (excluding cuff-links and studs)		20%	
	.50	5	Cuff-links and studs		20%"	

Note.—Specific provision, at a rate of duty of 20%, is made for certain cuff-links and studs with retrospective effect to 1 January 1988.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
71.17			Deur subposte Nos. 7117.90.10, 7117.90.20, 7117.90.30 en 7117.90.40 deur die volgende te vervang:			
	..10	6	Van twee of meer stowwe, sonder inagneming van bestrykings of van stowwe slegs gebruik vir die aanme- kaarsit daarvan (uitgesonderd mansjet-en halsknope)		25%	
	.20	3	Van plastieke (uitgesonderd artikels van krale en mansjet- en halsknope)		40%	
	.30	0	Van marmer (uitgesonderd mansjet- en halsknope)		15%	
	.40	8	Van ander monumentklip, bouklip of pleisterstowwe (uitgesonderd mansjet- en halsknope)		20%	
	.50	5	Mansjet- en halsknope		20%''	

Opmerking.—Spesifieke voorsiening, teen 'n skaal van reg van 20%, word gemaak vir sekere mansjet- en halsknope met terugwerkende krag tot 1 Januarie 1988.

No. R. 2175

28 October 1988

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/2/8)

Under section 48A of the Customs and Excise Act, 1964, Part 2B of Schedule 1 to the said Act is hereby amended, with retrospective effect to 1 January 1988, to the extent set out in the Schedule hereto.

G. MARAIS,
Deputy Minister of Finance.

No. R. 2175

28 Oktober 1988

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/2/8)

Kragtens artikel 48A van die Doeane- en Aksynswet, 1964, word Deel 2B van Bylae 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Januarie 1988, in die mate in die Bylae hiervan aangetoon.

G. MARAIS,
Adjunk-minister van Finansies.

SCHEDULE

With effect from 1 January 1988 up to and including 12 June 1988

I Item	II Head- ing	III Subheading	IV Article Description	V Rate of Duty		Annota- tions
				Excise	Customs	
122.45			By the substitution for item 122.45 of the following:			
''122.45	71.17	7117.19	Imitation jewellery: Of base metal, whether or not plated with precious metal (excluding cuff-links and studs)	35%	35%	
		7117.90.10	Other, of two or more materials, no account being taken of coatings or materials used only for the assembly thereof (excluding cuff-links and studs)	35%	35%''	

With effect from 13 June 1988

I Item	II Head- ing	III Subheading	IV Article Description	V Rate of Duty		Annota- tions
				Excise	Customs	
122.45			By the substitution for item 122.45 of the following:			
''122.45	71.17	7117.19	Imitation jewellery: Of base metal, whether or not plated with precious metal (excluding cuff-links and studs)	20%	20%	
		7117.90.10	Other, of two or more materials, no account being taken of coatings or materials used only for the assembly thereof (excluding cuff-links and studs)	20%	20%''	

Note.—The effect of this amendment is that articles which were not dutiable prior to 1 January 1988, are excluded from item 122.45. This amendment has retrospective effect to 1 January 1988.

BYLAE

Met werking vanaf 1 Januarie 1988 tot en met 12 Junie 1988

I Item	II Pos	III Subpos	IV Artikel Beskrywing	V Skaal van Reg		Annota- sies
				Aksyns	Doeane	
122.45 "122.45"	71.17	7117.19 7117.90.10	Deur item 122.45 deur die volgende te vervang: Nagemaakte juweliersware: Van onedelmetaal, hetsy met edelmetaal geplaatseer al dan nie (uitgesonderd mansjet- en halsknope) Ander, van twee of meer stowwe, sonder inagneming van bestrykings of van stowwe slegs gebruik vir die aanmeakaarsit daarvan (uitgesonderd mansjet- en halsknope)	35% 35%	35% 35%"	

Met werking vanaf 13 Junie 1988

I Item	II Pos	III Subpos	IV Artikel Beskrywing	V Skaal van Reg		Annota- sies
				Aksyns	Doeane	
122.45 "122.45"	71.17	7117.19 7117.90.10	Deur item 122.45 deur die volgende te vervang: Nagemaakte juweliersware: Van onedelmetaal, hetsy met edelmetaal geplaatseer al dan nie (uitgesonderd mansjet- en halsknope) Ander, van twee of meer stowwe, sonder inagneming van bestrykings of van stowwe slegs gebruik vir die aanmeakaarsit daarvan (uitgesonderd mansjet- en halsknope)	20% 20%	20% 20%"	

Opmerking.—Die uitwerking van hierdie wysiging is dat artikels wat voor 1 Januarie 1988 nie belasbaar was nie, van item 122.45 uitgesonder word. Hierdie wysiging het terugwerkende krag tot 1 Januarie 1988.

DEPARTMENT OF MANPOWER

No. R. 2191

28 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST CAPE.—AMENDMENT OF MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement 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 first Monday after the date of publication of this notice and for the period ending 31 March 1989, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 12 of Part I and 1 (a) and 2 of Part II, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 March 1989, 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.

DEPARTEMENT VAN MANNEKRAG

No. R. 2191

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-KAAP.—WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat of 31 Maart 1989 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 klousules 1 (1) (a), 2 en 12 van Deel I en 1 (a) en 2 van Deel 2, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 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 BUILDING INDUSTRY,
EAST CAPE****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, East Cape
Electrical Contracting and Allied Industries Association (Eastern
Cape)**

and the

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Electrical Workers' Association

Electrical and Allied Workers' Trade Union of South Africa

and the

Operative Plumbers' Association of Port Elizabeth

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

being the parties to the Industrial Council for the Building Industry, East Cape,

to amend the Agreement published under Government Notice R. 392 of 27 February 1987 (hereinafter referred to as the Re-enacting Agreement), as extended and amended by Government Notices R. 2023 of 18 September 1987, R. 2712 of 11 December 1987, R. 106 of 29 January 1988 and R. 725 of 15 April 1988.

PART I**1. SCOPE OF APPLICATION OF AGREEMENT**

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

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

(b) in the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, Queenstown, Riversdale, Uitenhage, Uniondale and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

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

(a) only apply to those classes of employees for whom wages are prescribed in this Agreement and to learners;

(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) apply to labour-only contractors, working partners and working directors;

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

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

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

2. CLAUSE 3.—SPECIAL PROVISIONS

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

"3. SPECIAL PROVISIONS

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

3. CLAUSE 4.—GENERAL PROVISIONS

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

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, OOS-KAAP****OOREENKOMS**

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

Master Builders' and Allied Trades Association, East Cape

**Electrical Contracting and Allied Industries Association (Eastern
Cape)**

en die

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Electrical Workers' Association

Electrical and Allied Workers' Trade Union of South Africa

en die

Operative Plumbers' Association of Port Elizabeth

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Kaap, om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 392 van 27 Februarie 1987 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng en gewysig deur Goewermentskennisgewings R. 2023 van 18 September 1987, R. 2712 van 11 Desember 1987, R. 106 van 29 Januarie 1988 en R. 725 van 15 April 1988, te wysig.

DEEL I**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

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

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

(b) in die landdrostdistrikte Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, Queenstown, Riversdal, Uitenhage, Uniondale en in daardie gedeelte van die landdrostdistrik Hankey wat voor 1 November 1963 binne die landdrostdistrik Port Elizabeth geval het.

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

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

(b) van toepassing op vakleerlinge en kwekëlinge 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) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs;

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

(e) nie van toepassing op klerke of op werknemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel nie.

(3) Ondanks subklousule (1) (a) is klousules 12, 13, 15 (2) en (3), 27 en 40 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2217 van 30 Oktober 1980, soos gewysig en herbekragtig, nie van toepassing in Gebiede B, C, D, E en F nie.

2. KLOUSULE 3.—SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

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

3. KLOUSULE 4.—ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. GENERAL PROVISIONS"

The provisions contained in clauses 3 to 26 inclusive, 28, 30 to 32 inclusive, 35 to 42 inclusive, 44 and 45 of Part I of the Former Agreement, as amended, shall apply to employers and employees."

4. In the 'Arrangement of Agreement', substitute the expression "32. Consolidated stamp contribution—page 26" for the expression "32. Consolidated stamp—page 26".

5. CLAUSE 3 OF PART I OF THE FORMER AGREEMENT.—DEFINITIONS

(1) Delete the following definitions:

"boatswain's chair", "cantilever or jib scaffold", "heavy suspended scaffold", "light suspended scaffold", "putlog scaffold", "scaffold" and "trestle scaffold".

(2) After the definition "pay-load", insert the following new definition:

"registration number" means the official registration number referred to in clause 37 (8) of Part I and which is issued to an employee by the Council;

(3) Substitute the following for the definition "special savings stamp":

"special savings contribution" means the official contribution referred to in clause 37 (10) of Part I;

(4) Substitute the following for the definition "stamp" or "Holiday Fund Stamp":

"stamp contribution" means the official stamp contribution referred to in clause 32 of Part I;

(5) Insert the following definition after the definition of "wet weather shelter":

"Workers' Day" means the first Monday in May of every year;

(6) Substitute the following for the definition "working day":

"working day", in Area A, means any day, other than Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day, and, in Areas B, C and D, any day, other than Saturday, Sunday, Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day and New Year's Day, and in Area E, any day, other than Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Republic Day, Day of the Vow, Christmas Day and New Year's Day, and in Area F, any day, other than Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day, and in all Areas, any day, other than the annual leave period in terms of clause 37 of Part I of this Agreement, in respect of the ordinary hours of work prescribed in clause 10 of Part I of this Agreement;

6. CLAUSE 8 OF PART I OF THE FORMER AGREEMENT.—WAGES

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

"(1) (a) *Minimum wage rates.*—No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

Category of employee and area	Per hour R
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(i) General employees:

Area A	2,18
Area B	1,27
Area C	1,05
Area D	0,77
Area E	1,32
Area F	1,34

(ii) Semi-skilled employees:

Area A	2,40
Area B	1,67
Area C	1,56
Area D	0,80
Area E	1,76
Area F	2,03

(iii) Journeyman's assistants:

Area A	3,34
Area B	1,96
Area C	1,84
Area D	1,16
Area E	1,96
Area F	2,29

"4. ALGEMENE BEPALINGS"

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

4. In die 'Indeling van Ooreenkoms', vervang die uitdrukking "32. Gekonsolideerde seël—bladsy 26" deur die uitdrukking "32. Gekonsolideerde seëlbydrae—bladsy 26".

5. KLOUSULE 3 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—WOORDOMSKRYWING

(1) Skrap die volgende omskrywings:

"bootmanstoel", "vrydraer- of kraanarmsteier", "swaar hangsteier", "ligte hangsteier", "kortelingsteier", "steier" en "boksteier".

(2) Voeg die volgende omskrywing in na die omskrywing "loonvrag":

"registrasienuommer" die amptelike registrasienuommer in klousule 37 (8) van Deel I vermeld, wat deur die Raad aan 'n werknemer uitgereik word;

(3) Vervang die omskrywing "spesiale spaarseël" deur die volgende:

"spesiale spaarseëlbydrae" die amptelike bydrae in klousule 37 (10) van Deel I vermeld;

(4) Vervang die omskrywing "seël" of "Vakansiefondsseël" deur die volgende:

"seëlbydrae" die amptelike seëlbydrae in klousule 32 van Deel I vermeld;

(5) Voeg die volgende omskrywing in na die omskrywing van "natweerskuiling":

"Werkersdag" die eerste Maandag in Mei van elke jaar;

(6) Vervang die omskrywing "werkdag" deur die volgende:

"werkdag", in Gebied A, alle dae, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag, en in Gebiede B, C en D, alle dae, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Nuwejaarsdag, en in Gebied E, alle dae, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Nuwejaarsdag, en in Gebied F, alle dae, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag, en in alle Gebiede, alle dae, uitgesonderd die jaarlikse verlofperiode kragtens klousule 37 van Deel I van hierdie Ooreenkoms, ten opsigte van die gewone werkeure in klousule 10 van Deel I van hierdie Ooreenkoms voorgeskryf;

6. KLOUSULE 8 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—LONE

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

"(1) (a) *Minimum loonskale.*—Geen lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer en gebied	Per uur R
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(i) Algemene werknemers:

Gebied A	2,18
Gebied B	1,27
Gebied C	1,05
Gebied D	0,77
Gebied E	1,32
Gebied F	1,34

(ii) Halfgeskoolde werknemers:

Gebied A	2,40
Gebied B	1,67
Gebied C	1,56
Gebied D	0,80
Gebied E	1,76
Gebied F	2,03

(iii) Ambagsmanassistenten:

Gebied A	3,34
Gebied B	1,96
Gebied C	1,84
Gebied D	1,16
Gebied E	1,96
Gebied F	2,29

Category of employee and area	Per hour R	Klas werknemer en gebied	Per uur R
(iv) Drivers of mechanical vehicles with a pay-load of— up to and including 2 722 kg:		(iv) Drywers van meganiese voertuie met 'n loonvrag van— tot en met 2 722 kg:	
Area A	2,39	Gebied A	2,39
Area B	1,44	Gebied B	1,44
Area C	1,21	Gebied C	1,21
Area D	0,80	Gebied D	0,80
over 2 722 kg but not exceeding 4 536 kg:		meer as 2 722 kg maar hoogstens 4 536 kg:	
Area A	2,75	Gebied A	2,75
Area B	1,84	Gebied B	1,84
Area C	1,56	Gebied C	1,56
Area D	0,94	Gebied D	0,94
over 4 536 kg:		meer as 4 536 kg:	
Area A	3,06	Gebied A	3,06
Area D	1,08	Gebied D	1,08
(v) General foremen, foremen and journeymen in all trades and occupation:		(v) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe:	
Area A	6,16	Gebied A	6,16
(vi) Watchmen, per six-day week:		(vi) Wagte, per week van ses dae:	
Area A	92,59	Gebied A	92,59
Area B	62,87	Gebied B	62,87
Area C	52,17	Gebied C	52,17
Area D	38,37	Gebied D	38,37
(vii) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		(vii) Vakleerlinge: Lone ooreenkomstig die Wet op Mannekragopleiding, 1981, vir vakleerlinge in die Bounywerheid voorgeskryf.	
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.		(viii) Minderjariges in alle ambagte: Lone soos vir vakleerlinge in die Bounywerheid voorgeskryf.	
(ix) Learners: Wages as fixed by the Council in terms of clause 25 of the Former Agreement.		(ix) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25 van die Vorige Ooreenkoms.	
(x) Unskilled cleaners: 70 per cent of the wage prescribed for general employees in subparagraph (i).		(x) Ongeskoolde skoonmakers: 70 persent van die loon in subparagraaf (i) vir algemene werknemers voorgeskryf.	
(xi) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(xi) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A	2,18	Gebied A	2,18
Area B	1,27	Gebied B	1,27
Area C	1,05	Gebied C	1,05
Area D	0,77	Gebied D	0,77
Area E	1,32	Gebied E	1,32
Area F	1,34	Gebied F	1,34
(xii) Grade A journeymen in the painting and glazing trades:		(xii) Ambagsmanne graad A in die ambagte skilder- en ruitwerk:	
Area B	3,18	Gebied B	3,18
Area C	3,18	Gebied C	3,18
Area F	4,06	Gebied F	4,06
(xiii) Other journeymen in the painting and glazing trades:		(xiii) Ander ambagsmanne in die ambagte skilder- en ruitwerk:	
Area B	2,86	Gebied B	2,86
Area C	2,86	Gebied C	2,86
Area D	2,79	Gebied D	2,79
Area E	3,17	Gebied E	3,17
Area F	3,59	Gebied F	3,59
(xiv) Grade A journeymen in other trades:		(xiv) Ambagsmanne graad A in ander ambagte:	
Area B	3,62	Gebied B	3,62
Area C	3,62	Gebied C	3,62
Area D	3,51	Gebied D	3,51
Area E	3,57	Gebied E	3,57
Area F	4,18	Gebied F	4,18
(xv) Journeymen in other trades:		(xv) Ambagsmanne in ander ambagte:	
Area B	2,86	Gebied B	2,86
Area C	2,86	Gebied C	2,86
Area D	2,79	Gebied D	2,79
Area E	3,27	Gebied E	3,27
Area F	3,88	Gebied F	3,88
(xvi) Motor vehicle drivers and operators of cranes and hoists:		(xvi) Motorvoertuigdrywers en bedieners van krane en hysers:	
Area F	2,37	Gebied F	2,37

Category of employee and area	Per hour R	Klas werknemer en gebied	Per uur R
(xvii) Employees in all areas engaged on electrical installation, which includes electrical fitting and wiring and operations incidental thereto: A minimum wage rate of 0,7 per cent ($\frac{7}{10}$ of a per cent) more than the wage prescribed in the foregoing paragraphs of this subclause for the category of employee."		(xvii) Werknemers in alle gebiede betrokke by elektriese installering wat elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan insluit: 'n Minimum loonskaal van 0,7 persent ($\frac{7}{10}$ van 'n persent) meer as die loon voorgeskryf in die voorafgaande paragrawe van hierdie subklousule vir die klas werknemer."	
7. CLAUSE 9 OF PART I OF THE FORMER AGREEMENT.— PAYMENT OF REMUNERATION		7. KLOUSULE 9 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—BETALING VAN BESOLDIGING	
In subclause (2), delete the words "including Holiday Fund stamps".		In subklousule (2), skrap die woorde "insluitende Vakansiefondsseëls".	
8. CLAUSE 10 OF PART I OF THE FORMER AGREEMENT.— DAYS AND HOURS OF WORK		8. KLOUSULE 10 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—WERKDAE EN WERKURE	
Substitute the following for subclause (4):		Vervang subklousule (4) deur die volgende:	
"(4) No employee shall solicit, undertake or perform any work, or ply his trade or any trade or subdivision thereof referred to 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, or, in Area A, on a Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day or New Year's Day, or, in Areas B, C and D, on a Saturday, Sunday, Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day or New Year's Day, or, in Area E, on a Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Republic Day, Day of the Vow, Christmas Day or New Year's Day, or, in Area F, on a Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day or New Year's Day, or, in all Areas, during the annual leave period, except where the prior consent of the Council has first been obtained in writing: Provided that such employee may perform work for himself only."		"(4) Geen werknemer mag werk vra, onderneem of verrig, of sy ambag of 'n ambag of onderafdeling daarvan in die omskrywing van 'Bounywerheid' bedoel, hetsy vir vergoeding of nie, buite die ure voorgeskryf in of ingevolge hierdie Ooreenkoms, of, in Gebied A, op 'n Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag, of, in Gebiede B, C, en D, op 'n Saterdag, Sondag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Nuwejaarsdag, of, in Gebied E, op 'n Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Nuwejaarsdag, of, in Gebied F, op 'n Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Nuwejaarsdag, of, in alle Gebiede, gedurende die jaarlikse verloftydperk, vir of ten behoeve van iemand anders uitoefen nie, tensy die Raad se skriftelike goedkeuring vooraf verkry is: Met dien verstande dat so 'n werknemer wel werk net vir homself kan verrig."	
9. CLAUSE 11 OF PART I OF THE FORMER AGREEMENT.— OVERTIME		9. KLOUSULE 11 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—OORTYD	
Substitute the following for subparagraphs (i), (iii) and (iv) of subclause (4) (a):		Vervang subparagraphs (i), (iii) en (iv) van subklousule (4) (a) deur die volgende:	
"(a) (i) Area A: One and a half times the rate of his wage for all time worked after 17h00 on Saturdays and for all time worked on Sundays, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day;		"(a) (i) Gebied A: Een en 'n half maal sy uurloon vir alle tyd gewerk na 17h00 op Saterdag en vir alle tyd gewerk op Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag;	
(iii) Area E: One and a third times the rate of his wage for all time worked after noon on Saturdays and for all time worked on Sundays until 08h00 on Mondays and for all time worked on Good Friday, Family Day, Workers' Day, Ascension Day and Republic Day;		(iii) Gebied E: Een en 'n derde maal sy uurloon vir alle tyd gewerk ná middag op Saterdag en vir alle tyd gewerk op Sondag tot 08h00 op Maandae en vir alle tyd gewerk op Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag en Republieksdag;	
(iv) Area F: One and a third times that rate of his wage for all time worked after noon on Saturdays and for all time worked on Sundays until 07h30 on Mondays and for all time worked on Good Friday, Family Day, Workers' Day, and Ascension Day."		(iv) Gebied F: Een en 'n derde maal sy uurloon vir alle tyd gewerk ná middag op Saterdag en vir alle tyd gewerk op Sondag tot 07h30 op Maandae en vir alle tyd gewerk op Goeie Vrydag, Gesinsdag, Werkersdag en Hemelvaartsdag."	
10. CLAUSE 23 OF PART I OF THE FORMER AGREEMENT.— COUNCIL EXPENSES		10. KLOUSULE 23 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—UITGAWES VAN DIE RAAD	
(1) In subclause (1) (a) (i), substitute the figures "R1,50" and "75c" for the figures "R1,26" and "63c", respectively.		(1) In subklousule (1) (a) (i), vervang die syfers "R1,26" en "63c" deur onderskeidelik die "R1,50" en "75c".	
(2) In subclause (1) (a) (ii), substitute the figures "76c" and "38c" for the figures "64c" and "32c", respectively.		(2) In subklousule (1) (a) (ii), vervang die syfers "64c" en "32c" deur onderskeidelik die syfers "76c" en "38c".	
(3) Delete subclauses (2) and (3).		(3) Skrap subklousules (2) en (3).	
(4) Substitute the following for subclause (4):		(4) Vervang subklousule (4) deur die volgende:	
"(2) The Council may in its discretion combine the amounts referred to in this clause with any other stamp contributions in respect of any other funds administered by it."		"(2) Die Raad kan na goeddunke die bedrae in hierdie klousule bedoel kombineer met seëlbydraes vir ander fondse wat deur hom geadminestreer word."	
11. CLAUSE 32 OF PART I OF THE FORMER AGREEMENT.— CONSOLIDATED STAMP		11. KLOUSULE 32 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—GEKONSOLIDEERDE SEËL	
Substitute the following for clause 32:		Vervang klousule 32 deur die volgende:	
"32. CONSOLIDATED STAMP CONTRIBUTION		"32. GEKONSOLIDEERDE SEËLBYDRAE	
The Council may in its discretion combine the stamp contributions referred to in this Agreement with any other stamp contributions in respect of any other funds administered by it in such a manner as may be determined by the Council from time to time."		Die Raad kan na goeddunke die seëlbydraes in hierdie Ooreenkoms bedoel, kombineer met enige ander seëlbydraes vir enige ander fondse wat deur die Raad geadminestreer word, op 'n wyse wat die Raad van tyd tot tyd bepaal."	

12. CLAUSE 33 OF PART I OF THE FORMER AGREEMENT.— EMPLOYER ORGANISATION LEVY

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

“(b) Electrical Contractors’ Association of South Africa: R1,70 per week in respect of each employee for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (x), (xi), (xii), (xiii), (xiv), (xv) and (xvi) of Part I of the Agreement.”

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

“(c) Electrical Contracting and Allied Industries Association (Eastern Cape): 75c per week in respect of each employee for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (x), (xi), (xii), (xiii), (xiv), (xv) and (xvi) of Part I of the Agreement.”

13. CLAUSE 35 OF PART I OF THE FORMER AGREEMENT.— EMPLOYMENT RETURN FORMS

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

“(1) Every employer to whom the provisions of this Agreement apply, shall submit an employment return form to the Secretary of the Council showing the full names, registration number and the number of stamp contributions as well as the value of the stamp contributions paid to every employee for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (xi), (xii), (xiii), (xiv), (xv) and (xvi) of Part I of this Agreement. Such forms shall be obtained by the employer from the Secretary of the Council and must be returned properly completed to the Secretary of the Council not later than the seventh day of the month following that in which the employees were employed.”

(2) Delete subclause (2).

14. CLAUSE 37 OF PART I OF THE FORMER AGREEMENT.— ANNUAL LEAVE, PAID PUBLIC HOLIDAYS AND THE BUILD- ING INDUSTRY HOLIDAY FUND, EAST CAPE

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

“(1) (a) No work shall be performed in the Industry by employers and employees during the period stated hereunder:

The Magisterial Districts of Port Elizabeth, Uitenhage and Queenstown: Between finishing time on 15 December 1988 and starting time on 16 January 1989 and between finishing time on 15 December 1989 and starting time on 15 January 1990;

the Magisterial Districts of Albany, Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Riversdal and Uniondale: Between finishing time on 15 December 1988 and starting time on 9 January 1989 and between finishing time on 15 December 1989 and starting time on 8 January 1990;

except—

(i) in the case of emergency work, when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where the prior written exemption has first been obtained from the Council.”

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

“(b) Good Friday, Family Day, Workers’ Day and Ascension Day in Area A, Good Friday, Ascension Day and Republic Day in Areas B, C and D, Good Friday, Family Day, Workers’ Day, Ascension Day and Republic Day in Area E, Good Friday, Family Day, Workers’ Day and Ascension Day, in Area F, shall be compulsory paid holidays for all employees (except watchmen), and in addition to any other remuneration to which an employee may be entitled in terms of this Agreement or any other agreement of the Council, an employer shall pay an employee in respect of each of the said public holidays which fall on an ordinary working day, the remuneration which an employee would have earned on an ordinary working day; such amount to be paid on the pay-day following the public holiday concerned: Provided that—

(i) when Republic Day falls on the same day as any of the other compulsory paid holidays, an employee shall, in addition to payment for such other compulsory paid holiday, be paid not less than his ordinary rate of wage as if he had on such day worked the ordinary hours of work;

(ii) if an employee is absent from work on the working day immediately prior to and/or following the compulsory paid holidays referred to in paragraph (b), 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;

(iii) no employer shall retrench any employees immediately prior to any compulsory paid holidays referred to in this paragraph for the purpose of evading the provisions of this subclause.”

12. KLOUSULE 33 VAN DEEL I VAN DIE VORIGE OOREEN- KOMS.—HEFFING VIR WERKGEWERORGANISASIES

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

“(b) Electrical Contractors’ Association of South Africa: R1,70 per week ten opsigte van elke werknemer vir wie lone in klausule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (x), (xi), (xii), (xiii), (xiv), (xv) en (xvi) van Deel I van die Ooreenkoms voorgeskryf word.”

(2) Vervang subklausule (1) (c) deur die volgende:

“(c) Electrical Contracting and Allied Industries Association (Eastern Cape): 75c per week ten opsigte van elke werknemer vir wie lone in klausule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (x), (xi), (xii), (xiii), (xiv), (xv) en (xvi) van Deel I van die Ooreenkoms voorgeskryf word.”

13. KLOUSULE 35 VAN DEEL I VAN DIE VORIGE OOREEN- KOMS.—DIENSOPGAWEVORMS

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

“(1) Elke werkgever op wie die bepalings van Deel I van hierdie Ooreenkoms van toepassing is moet ’n diensopgawevorm aan die Sekretaris van die Raad voorlê wat die volle name, die registrasienommer en die aantal seëlbydraes sowel as die waarde van die seëlbydraes aantoon wat betaal is aan elke werknemer vir wie lone in klausule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (xi), (xii), (xiii), (xiv), (xv) en (xvi) van Deel I van hierdie Ooreenkoms voorgeskryf word. Die werkgever moet sodanige vorms by die Sekretaris van die Raad kry en moet dit, behoorlik ingevul, aan die Sekretaris van die Raad terugbesorg voor of op die sewende dag van die maand wat volg op dié waarin die werknemers in diens was.”

(2) Skrap subklausule (2).

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

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

“(1) (a) Geen werk mag in die Nywerheid deur werkgevers en werknemers gedoen word gedurende die tydperk hieronder vermeld nie:

Die landdrosdistrikte Port Elizabeth, Uitenhage en Queenstown: Tussen uitskeityd op 15 Desember 1988 en begintyd op 16 Januarie 1989 en tussen uitskeityd op 15 Desember 1989 en begintyd op 15 Januarie 1990;

die landdrosdistrikte Albany, Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Riversdal en Uniondale: Tussen uitskeityd op 15 Desember 1988 en begintyd op 9 Januarie 1989 en tussen uitskeityd op 15 Desember 1989 en begintyd op 8 Januarie 1990;

behalwe—

(i) in die geval van noodwerk, waar die werkgever binne drie dae nadat sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die onstandighede wat sodanige oortydwerk noodsaaklik gemaak het;

(ii) waar die skriftelike vrystelling van die Raad eers vooraf verkry is.”

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

“(b) Goeie Vrydag, Gesinsdag, Werkersdag en Hemelvaartsdag in Gebied A, Goeie Vrydag, Hemelvaartsdag en Republiekdag in Gebiede B, C en D, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag en Republiekdag in Gebied E, Goeie Vrydag, Gesinsdag, Werkersdag en Hemelvaartsdag in Gebied F is verpligte vakansiedae met besoldiging vir alle werknemers (uitgesonderd wagt) en benewens ander besoldiging waarop ’n werknemer kragtens hierdie Ooreenkoms of ’n ander ooreenkoms van die Raad geregtig is, moet ’n werkgever ’n werknemer ten opsigte van elkeen van genoemde openbare vakansiedae wat op ’n gewone werkdag val, die besoldiging betaal wat ’n werknemer op ’n gewone werkdag sou verdien het, en sodanige bedrag moet op die eerste betaaldag na die betrokke openbare vakansiedag betaal word: Met dien verstande dat—

(i) wanneer Republiekdag op dieselfde dag val as een van die ander verpligte vakansiedae met besoldiging, ’n werknemer benewens die betaling vir so ’n ander verpligte vakansiedag met besoldiging minstens sy gewone loon betaal moet word asof hy dié dag die gewone werkure gewerk het;

(ii) indien ’n werknemer van sy werk afwesig is op die werkdag onmiddellik voor en/of na die verpligte vakansiedae met besoldiging in paragraaf (b) bedoel, hy nie geregtig is op die betaling in hierdie paragraaf bedoel 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 sy werk afwesig is nie;

(iii) geen werkgever sy werknemers onmiddellik voor ’n verpligte vakansiedag met besoldiging in hierdie paragraaf bedoel, mag verminder ten einde hierdie subklausule te omseil nie.”

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

“(3) (a) each of the undermentioned employees in his employ in respect of the ordinary time worked by each such employee in his employ the following Holiday Fund allowance, which allowance shall include payment in respect of Republic Day (in Area A only), Day of the Vow, Christmas Day and New Year's Day:

Category of employee and area	Per hour c
(i) General employees:	
Area A	27½
Area B	20½
Area C	18½
Area D	14
Area E	20½
Area F	20½
(ii) Semi-skilled employees:	
Area A	28½
Area B	26½
Area C	24½
Area D	14
Area E	23½
Area F	25½
(iii) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg:	
Area A	28½
Area B	26½
Area C	24½
Area D	14
over 2 722 kg but not exceeding 4 536 kg:	
Area A	31
Area B	27½
Area C	25½
Area D	15
over 4 536 kg:	
Area A	33
Area D	16
(iv) Journeymen, foremen and general foremen:	
Area A	72
(v) Journeyman's assistants:	
Area A	34
Area B	29½
Area C	27½
Area D	16
Area E	24½
Area F	26½
(vi) Learners—	
for the first year of employment:	
Area A	29½
Area B	22
Area C	21
Area D	15
Area E	23
Area F	23
for the second year of employment:	
Area A	33
Area B	23½
Area C	23
Area D	17
Area E	26
Area F	25
for the third year of employment:	
Area A	37
Area B	26
Area C	25
Area D	20
Area E	28
Area F	29

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

“(3) (a) aan elkeen van ondergenoemde werknemers in sy diens, vir die gewone tyd wat elke sodanige werknemer in sy diens gewerk het, die volgende Vakansiefondstoelae betaal, en sodanige toelae moet betaling vir Republiekdag (net in Gebied A), Geloftedag, Kersdag en Nuwejaarsdag insluit:

Klas werknemer en gebied	Per uur c
(i) Algemene werknemers:	
Gebied A	27½
Gebied B	20½
Gebied C	18½
Gebied D	14
Gebied E	20½
Gebied F	20½
(ii) Halfgeskoolde werknemers:	
Gebied A	28½
Gebied B	26½
Gebied C	24½
Gebied D	14
Gebied E	23½
Gebied F	25½
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg:	
Gebied A	28½
Gebied B	26½
Gebied C	24½
Gebied D	14
meer as 2 722 kg maar hoogstens 4 536 kg:	
Gebied A	31
Gebied B	27½
Gebied C	25½
Gebied D	15
meer as 4 536 kg:	
Gebied A	33
Gebied D	16
(iv) Ambagsmanne, voormanne, en algemene voormanne:	
Gebied A	72
(v) Ambagsmansassistent:	
Gebied A	34
Gebied B	29½
Gebied C	27½
Gebied D	16
Gebied E	24½
Gebied F	26½
(vi) Leerlinge—	
vir die eerste jaar diens:	
Gebied A	29½
Gebied B	22
Gebied C	21
Gebied D	15
Gebied E	23
Gebied F	23
vir die tweede jaar diens:	
Gebied A	33
Gebied B	23½
Gebied C	23
Gebied D	17
Gebied E	26
Gebied F	25
vir die derde jaar diens:	
Gebied A	37
Gebied B	26
Gebied C	25
Gebied D	20
Gebied E	28
Gebied F	29

<i>Category of employee and area</i>	<i>Per hour</i>	<i>Klas werknemer en gebied</i>	<i>Per uur</i>
	c		c
for the fourth year of employment:		vir die vierde jaar diens:	
Area A	47	Gebied A	47
Area B	29½	Gebied B	29½
Area C	28	Gebied C	28
Area D	23½	Gebied D	23½
Area E	33½	Gebied E	33½
Area F	34	Gebied F	34
(vii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(vii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A	27½	Gebied A	27½
Area B	20½	Gebied B	20½
Area C	18½	Gebied C	18½
Area D	14	Gebied D	14
Area E	20½	Gebied E	20½
Area F	20½	Gebied F	20½
(viii) General foremen, foremen and Grade A journeymen in the painting and glazing trades:		(viii) Algemene voormanne, voormanne en ambagsmanne graad A in die ambagte skilder- en ruitwerk:	
Area B	43½	Gebied B	43½
Area C	43½	Gebied C	43½
Area F	52	Gebied F	52
(ix) Other journeymen in the painting and glazing trades:		(ix) Ander ambagsmanne in die ambagte skilder- en ruitwerk:	
Area B	41½	Gebied B	41½
Area C	41½	Gebied C	41½
Area D	41½	Gebied D	41½
Area E	47	Gebied E	47
Area F	50	Gebied F	50
(x) General foremen, foremen and Grade A journeymen in other trades:		(x) Algemene voormanne, voormanne en ambagsmanne graad A in ander ambagte:	
Area B	45½	Gebied B	45½
Area C	45½	Gebied C	45½
Area D	45½	Gebied D	45½
Area E	50	Gebied E	50
Area F	53	Gebied F	53
(xi) Journeymen in other trades:		(xi) Ambagsmanne in ander ambagte:	
Area B	41½	Gebied B	41½
Area C	41½	Gebied C	41½
Area D	41½	Gebied D	41½
Area E	48	Gebied E	48
Area F	52	Gebied F	52
(xii) Motor vehicle drivers and operators of cranes and hoists:		(xii) Motorvoertuigdrywers en bedieners van krane en hysers:	
Area F	27½	Gebied F	27½
(4) Substitute the following for subclause (3bis):		(4) Vervang subklousule (3bis) deur die volgende:	
“(3bis) An employers shall, on each pay-day, deduct the following amounts from the remuneration due to his employees for whom a Holiday Fund allowance is prescribed in subclause (3):		“(3bis) ’n Werkgewer moet op elke betaaldag ondergenoemde bedrae aftrek van die besoldiging verskuldig aan dié van sy werknemers vir wie ’n Vakansiefondstoelae in subklousule (3) voorgeskryf word:	
<i>Category of employee and area</i>	<i>Value of stamp contribution</i>	<i>Klas werknemer en gebied</i>	<i>Waarde van seëlbydrae</i>
	Per week		Per week
	R		R
(i) General employees:		(i) Algemene werknemers:	
Area A	11,00	Gebied A	11,00
Area B	9,23	Gebied B	9,23
Area C	8,33	Gebied C	8,33
Area D	6,30	Gebied D	6,30
Area E	8,20	Gebied E	8,20
Area F	8,61	Gebied F	8,61
(ii) Semi-skilled employees:		(ii) Halfgeskoolde werknemers:	
Area A	11,40	Gebied A	11,40
Area B	11,93	Gebied B	11,93
Area C	11,03	Gebied C	11,03
Area D	6,30	Gebied D	6,30
Area E	9,40	Gebied E	9,40
Area F	10,46	Gebied F	10,46

Category of employee and area	Value of stamp contribution	Klas werknemer en gebied	Waarde van seëlbydrae
	Per week		Per week
	R		R
(iii) Drivers of mechanical vehicles with a pay-load of—		(iii) Drywers van meganiese voertuie met 'n loonvrag	
up to and including 2 722 kg:		van—	
Area A	11,40	tot en met 2 722 kg:	
Area B	11,93	Gebied A	11,40
Area C	11,03	Gebied B	11,93
Area D	6,30	Gebied C	11,03
over 2 722 kg but not exceeding 4 536 kg:		Gebied D	6,30
Area A	12,40	meer as 2 722 kg maar hoogstens 4 536 kg:	
Area B	12,38	Gebied A	12,40
Area C	11,48	Gebied B	12,38
Area D	6,75	Gebied C	11,48
over 4 536 kg:		Gebied D	6,75
Area A	13,20	meer as 4 536 kg:	
Area D	7,20	Gebied A	13,20
(iv) Journeymen, foremen and general foremen:		Gebied D	7,20
Area A	34,80	(iv) Ambagsmanne, voormanne, en algemene voor-	
(v) Journeyman's assistants:		manne:	
Area A	15,60	Gebied A	34,80
Area B	15,53	(v) Ambagsmansassistenten:	
Area C	14,63	Gebied A	15,60
Area D	9,45	Gebied B	15,53
Area E	10,80	Gebied C	14,63
Area F	10,87	Gebied D	9,45
(vi) Learners—		Gebied E	10,80
for the first year of employment:		Gebied F	10,87
Area A	11,80	(vi) Leerlinge—	
Area B	9,90	vir die eerste jaar diens:	
Area C	8,40	Gebied A	11,80
Area D	6,75	Gebied B	9,90
Area E	9,20	Gebied C	8,40
Area F	9,43	Gebied D	6,75
for the second year of employment:		Gebied E	9,20
Area A	13,20	Gebied F	9,43
Area B	10,58	vir die tweede jaar diens:	
Area C	10,35	Gebied A	13,20
Area D	7,65	Gebied B	10,58
Area E	10,40	Gebied C	10,35
Area F	10,25	Gebied D	7,65
for the third year of employment:		Gebied E	10,40
Area A	14,80	Gebied F	10,25
Area B	11,70	vir die derde jaar diens:	
Area C	11,25	Gebied A	14,80
Area D	9,00	Gebied B	11,70
Area E	11,20	Gebied C	11,25
Area F	11,89	Gebied D	9,00
for the fourth year of employment:		Gebied E	11,20
Area A	18,80	Gebied F	11,89
Area B	13,28	vir die vierde jaar diens:	
Area C	12,60	Gebied A	18,80
Area D	10,58	Gebied B	13,28
Area E	13,40	Gebied C	12,60
Area F	13,94	Gebied D	10,58
(vii) Employees in all other trades or occupations not		Gebied E	13,40
elsewhere specified, excluding apprentices and		Gebied F	13,94
trainees:		(vii) Werknemers in alle ander ambagte of beroepe wat	
Area A	11,00	nie elders gespesifiseer word nie, uitgesonderd vak-	
Area B	9,23	leerlinge en kwekelinge:	
Area C	8,33	Gebied A	11,00
Area D	6,30	Gebied B	9,23
Area E	8,20	Gebied C	8,33
Area F	8,61	Gebied D	6,30
		Gebied E	8,20
		Gebied F	8,61

Category of employee and area	Value of stamp contribution Per week R	Klas werknemer en gebied	Waarde van seëlbydrae Per week R
(viii) General foremen, foremen and Grade A journeymen in the painting and glazing trades:		(viii) Algemene voormanne, voormanne en Abmagsmanne graad A in die ambagte skilder- en ruitwerk:	
Area B	26,33	Gebied B	26,33
Area C	26,33	Gebied C	26,33
Area F	21,32	Gebied F	21,32
(ix) Other journeymen in the painting and glazing trades:		(ix) Ander ambagsmanne in die ambagte skilder- en ruitwerk:	
Area B	25,43	Gebied B	25,43
Area C	25,43	Gebied C	25,43
Area D	25,43	Gebied D	25,43
Area E	20,72	Gebied E	20,72
Area F	20,50	Gebied F	20,50
(x) General foremen, foremen and Grade A journeymen in other trades:		(x) Algemene voormanne, voormanne en ambagsmanne graad A in ander ambagte:	
Area B	27,23	Gebied B	27,23
Area C	27,23	Gebied C	27,23
Area D	27,23	Gebied D	27,23
Area E	21,92	Gebied E	21,92
Area F	21,73	Gebied F	21,73
(xi) Journeymen in other trades:		(xi) Ambagsmanne in ander ambagte:	
Area B	25,43	Gebied B	25,43
Area C	25,43	Gebied C	25,43
Area D	25,43	Gebied D	25,43
Area E	21,12	Gebied E	21,12
Area F	21,32	Gebied F	21,32
(xii) Motor vehicle drivers and operators of cranes and hoists:		(xii) Motorvoertuigdrywers en bedieners van krane en hysers:	
Area F	11,28	Gebied F	11,28

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

"(6) (a) Should any stamp contribution due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, at a rate of interest determined by the Council from time to time, subject to the Prescribed Rate of Interest Act, 1975 (Act 55 of 1975), and calculated from the first day of the month in which payment became due until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(b) Stamp contributions paid in accordance with the provisions of this clause are not transferable and any employer and/or employee who assigns, transfers, cedes and hypothecates stamp contributions shall forthwith cease to be entitled to any value attached to such stamp contributions. The value of such stamp contributions shall be forfeited to the general funds of the Council.

(c) No employer shall pay more than 49 stamp contributions to an employee in respect of any year. For the purposes of this clause, 'year' shall mean from 1 October to 30 September each year.

(d) No employee shall be entitled to payment from the Council of any amount in excess of 49 stamp contributions in respect of any year referred to in subclause (6) (c) hereof."

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

"(7) (a) The provisions of subclause (3bis) shall not apply in the case of employees who work for an employer for less than 16 hours in any one week.

(b) In the case of employees referred to in paragraph (a), the amounts prescribed as Holiday Fund allowance must be paid in cash in the same manner and at the same time as such other remuneration is paid: Provided that the Holiday Fund allowance shall be deemed to include payment in respect of Day of the Vow, Christmas Day, New Year's Day and Republic Day in Area A, and Day of the Vow, Christmas Day and New Year's Day in Areas B, C, D, E and F."

(7) Substitute the following for subclause (8):

"(8) Registration numbers.—(a) An application for a registration number shall be made by every employee upon whom the provisions of this Agreement are binding, within 15 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 registration number within 15 days of the date of commencement of his employment.

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

"(6) (a) Indien enige seëlbydrae wat ingevolge hierdie klousule verskuldig is nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgever op sodanige bedrag of sodanige kleiner bedrag wat nie betaal is nie rente betaal teen 'n koers wat deur die Raad van tyd tot tyd bepaal word, onderworpe aan die Wet op die Voorgeskrewe Rentekoers, 1975 (Wet 55 van 1975), en bereken vanaf die eerste dag van die maand waarop betaling verskuldig geword het tot die dag waarop betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goeie dunks betaling van sodanige rente of gedeelte daarvan kan kwytsteld.

(b) Seëlbydraes betaal ooreenkomstig hierdie klousule, is nie oordraagbaar nie en 'n werkgever en/of werknemer wat enige seëlbydraes afstaan, oordra, seeder, verpand of verhipotekeer, is onmiddellik nie meer geregtig op die waarde van sodanige seëlbydraes nie. Die waarde van sodanige seëlbydraes word aan die algemene fondse van die Raad verbeur.

(c) Geen werkgever mag meer as 49 seëlbydraes aan 'n werknemer betaal vir enige jaar nie. Vir die toepassing van hierdie klousule beteken 'jaar' 1 Oktober tot 30 September elke jaar.

(d) Geen werknemer is geregtig op betaling deur die Raad vir meer as 49 seëlbydraes vir 'n jaar in subklousule (6) (c) hiervan bedoel nie."

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

"(7) (a) Subklousule (3bis) is nie van toepassing op werknemers wat minder as 16 uur in 'n bepaalde week vir 'n werkgever werk nie.

(b) In die geval van werknemers in paragraaf (a) bedoel, moet die bedrae wat vir Vakansiefondstoelae voorgeskryf is; op dieselfde wyse en op dieselfde tyd as sodanige ander besoldiging in kontant betaal word: Met dien verstande dat die Vakansiefondstoelae geag word betaling in te sluit vir Geolftedag, Kersdag, Nuwejaarsdag en Republiekdag in Gebied A, en Geolftedag, Kersdag en Nuwejaarsdag in Gebiede B, C, D, E en F."

(7) Vervang subklousule (8) deur die volgende:

"(8) Registrasienommers.—(a) Elke werknemer vir wie hierdie Ooreenkomms bindend is, moet binne 15 dae nadat hy diens in die Nywerheid aanvaar om 'n registrasienommer aansoek doen, en elke werkgever vir wie hierdie Ooreenkomms bindend is, moet verseker dat sodanige werknemer binne 15 dae vanaf die datum waarop sy diens begin, in besit is van 'n registrasienommer.

(b) Application forms in respect of registration numbers shall be obtainable from the Secretary of the Council and be in such form as may be determined by the Council from time to time.

(c) The Secretary of the Council shall maintain a numerical register of all applications for registration numbers and allocate a specific number in respect of each applicant.

(d) Every employer upon whom the provisions of this Agreement are binding shall be required to note in his records the specific registration number allocated by the Council to every employee upon whom the provisions of this Agreement are binding.

(e) Every employee upon whom this Agreement is binding shall, within seven days, produce his registration number upon being so requested by the Secretary of the Council, any official of the Council or his employer."

(8) Substitute the following for subclause (9):

"(9) (a) No payment shall be made from the Fund in respect of stamp contributions before the annual leave period in terms of clause (1) (a) hereof: Provided that the Council shall have the right to authorise payment in its discretion."

(b) In the event of the death of an employee, the amount due from the Fund shall be paid to his estate by a cheque drawn in favour of such estate upon production of a certified copy of the death certificate.

(c) The Secretary of the Council shall calculate the amount of the stamp contributions and pay to the employee the total Holiday Fund value on a date not later than the day prior to the commencement of the annual leave period.

(d) Stamp contributions paid in after the 15th of October in respect of the period 1 October to 30 September each year shall be retained by the Secretary until after the annual leave period for payment: Provided that the Council shall have the right to authorise payment, in its discretion, and upon such terms and conditions as it may deem necessary.

(e) If an employee should fail or omit to claim the value of the stamp contributions within a period of six months from the date on which the annual leave period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after six months."

(9) Substitute the following for subclause (10):

"(10) *Special savings*.—Provision is hereby made for the payment of special savings contributions to the value of R1. These savings contributions may be paid to the Secretary of the Council by employers on behalf of employees or by employees themselves. The redemption of such special savings contributions shall be subject, *mutatis mutandis*, to the foregoing provisions of this clause."

15. CLAUSE 39 OF PART I OF THE FORMER AGREEMENT.— PENSION FUND

(1) In subclause (1) (a), substitute the following for the existing table:

	"R
Area A	2,20
Area B	2,90
Area C	2,60
Area D	2,20."

(2) In subclause (1) (b), substitute the following for the existing table:

	"R
Area A	27,20
Areas B, C and D	6,86
Area E	17,20
Area F	14,05."

(3) In subclause (2) (a), substitute the following for the existing table:

	"Per hour
Area A	4c
Area B	5c
Area C	4½c
Area D	4c."

(4) In subclause (2) (b), substitute the following for the existing table:

	"Per hour
Area A	40c
Areas B, C and D	12c
Area E	26c
Area F	22c."

(5) Delete subclauses (5), (6), (7), (8), (9) and (12).

(b) Aansoekvorms vir registrasienommers is verkrygbaar by die Sekretaris van die Raad moet in die vorm wees wat die Raad van tyd tot tyd bepaal.

(c) Die Sekretaris van die Raad moet 'n numerieke register byhou van alle aansoeke om registrasienommers en moet 'n spesifieke nommer vir elke aansoeker toewys.

(d) Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet in sy registers die spesifieke registrasienommer aanteken wat die Raad toewys aan elke werknemer vir wie hierdie Ooreenkoms bindend is.

(e) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne sewe dae sy registrasienommer toon wanneer die Sekretaris van die Raad, enige beampte van die Raad of sy werkgewer daarom vra."

(8) Vervang subklousule (9) deur die volgende:

"(9) (a) Die Fonds doen geen betaling vir seëlbydraes vir die jaarlikse verloftydperk ingevolge subklousule (1) (a) hiervan nie: Met dien verstande dat die Raad na goeëdunke magtiging vir betaling kan verleen.

(b) As 'n lid te sterwe kom, moet die bedrag wat deur die Fonds verskuldig is, per tjek, getrek ten gunste van sodanige boedel, in sy boedel inbetaal word na voorlegging van 'n gesertifiseerde afskrif van die doodsertifikaat.

(c) Die Sekretaris van die Raad moet die waarde van die seëlbydraes bereken en die totale Vakansiefondswaarde aan die werknemer betaal op die dag voor die begin van die jaarlikse verloftydperk.

(d) Seëlbydraes wat na die 15de dag van Oktober betaal word ten opsigte van die tydperk 1 Oktober tot 30 September elke jaar moet deur die Sekretaris vir betaling behou word tot na die jaarlikse vakansietydperk: Met dien verstande dat die Raad na goeëdunke magtiging vir betaling kan verleen op die voorwaardes wat hy nodig ag.

(e) As 'n werknemer versuim of nalaat om die waarde van seëlbydraes te eis binne ses maande vanaf die datum waarop die jaarlikse verloftydperk eindig, word die waarde daarvan verbeurd verklaar en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter oorweging skenk aan alle eise om betaling wat na ses maande ingedien word."

(9) Vervang subklousule (10) deur die volgende:

"(10) *Spesiale besparings*.—Hierby word daar voorsiening gemaak vir die betaling van spesiale spaarbydraes ter waarde van R1. Hierdie spaarbydraes kan aan die Sekretaris van die Raad betaal word deur werkgewers namens werknemers of deur werknemers self. Die aflossing van sodanige spesiale spaarbydraes is *mutatis mutandis* aan die voorafgaande bepalings van hierdie klousule onderworpe."

15. KLOUSULE 39 VAN DEEL I VAN DIE VORIGE OOREEN- KOMS.—PENSIENFONDS

(1) In subklousule (1) (a), vervang die bestaande tabel deur die volgende:

	"R
Gebied A	2,20
Gebied B	2,90
Gebied C	2,60
Gebied D	2,20."

(2) In subklousule (1) (b), vervang die bestaande tabel deur die volgende:

	"R
Gebied A	27,20
Gebiede B, C en D	6,86
Gebied E	17,20
Gebied F	14,05."

(3) In subklousule (2) (a), vervang die bestaande tabel deur die volgende:

	"Per uur
Gebied A	4c
Gebied B	5c
Gebied C	4½c
Gebied D	4c."

(4) In subklousule (2) (b), vervang die bestaande tabel deur die volgende:

	"Per uur
Gebied A	40c
Gebiede B, C en D	12c
Gebied E	26c
Gebied F	22c."

(5) Skrap subklousules (5), (6), (7), (8), (9) en (12).

(6) Substitute the following for subclause (10):

“(10) Stamp contributions paid in accordance with the provisions of this clause are not transferable and any employer and/or employee who assigns, transfers, cedes and hypothecates stamp contributions shall forthwith cease to be entitled to any value attached to such stamp contributions. The value of such stamp contributions shall be forfeited to the general funds of the Council.”

(7) Substitute the following for subclause (11):

“(11) The Council may in its discretion combine the amounts referred to in this clause with any other stamp contributions in respect of any other funds administered by it.”

16. CLAUSE 40 OF PART I OF THE FORMER AGREEMENT.— BUILDING INDUSTRY MILITARY SERVICE FUND

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

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

PART II

SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mossel Bay, Oudtshoorn, Port Elizabeth, Riversdale, Uitenhage, Uniondale and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

2. CLAUSE 2.—SPECIAL PROVISIONS

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

“2. SPECIAL PROVISIONS

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

3. CLAUSE 3.—GENERAL PROVISIONS

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

“3. GENERAL PROVISIONS

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

4. CLAUSE 3 OF PART II OF THE FORMER AGREEMENT.— DEFINITIONS

Substitute the following for the definition “working day”:

“‘working day’ in Area A, means any day, other than Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day, and in Areas B, C and D, any day, other than Saturday, Sunday, Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day and New Year's Day, and in all Areas, any day, other than the annual leave period in terms of clause 10 of Part II of this Agreement, in respect of the ordinary hours of work prescribed in clause 6 of Part II of this Agreement;”

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

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

“(1) (a) *Minimum wage rates.*—No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

Category of employee and area	Per hour R
-------------------------------	---------------

(i) General employees:

Area A.....	2,18
Area B.....	1,27
Area C.....	1,05
Area D.....	0,77

(6) Vervang subklousule (10) deur die volgende:

“(10) Seëlbydraes betaal ooreenkomstig hierdie klousule is nie oordraagbaar nie en 'n werkgewer en/of werknemer wat enige seëlbydraes afstaan, oordra, sedeer, verpand of verhipotekeer, is onmiddellik nie meer geregtig op die waarde van sodanige seëlbydraes nie. Die waarde van sodanige seëlbydraes word aan die algemene fondse van die Raad verbeur.”

(7) Vervang subklousule (11) deur die volgende:

“(11) Die Raad kan na goeddunke die bedrae in hierdie klousule bedoel, kombineer met seëlbydraes vir ander fondse wat deur hom geadminestreer word.”

16. KLOUSULE 40 VAN DEEL I VAN DIE VORIGE OOREENKOMS.—MILITÊREDIENSFONDS VAN DIE BOUNY- WERHEID

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

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

DEEL II

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

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Ladismith, Knysna, Mosselbaai, Oudtshoorn, Port Elizabeth, Riversdal, Uitenhage, Uniondale en in daardie gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.

2. KLOUSULE 2.—SPESIALE BEPALINGS

Vervang klousule 2 van die Herbekragtigingsooreenkoms deur die volgende:

“2. SPESIALE BEPALINGS

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

3. KLOUSULE 3.—ALGEMENE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

“3. ALGEMENE BEPALINGS

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

4. KLOUSULE 3 VAN DEEL II VAN DIE VORIGE OOREEN- KOMS.—WOORDOMSKRYWING

Vervang die omskrywing “werkdag” deur die volgende:

“‘werkdag’ in Gebied A, alle dae, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte-
dag, Kersdag en Nuwejaarsdag, en in Gebiede B, C en D, alle dae, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-
dag, Kersdag en Nuwejaarsdag, en in alle Gebiede, alle dae, uitgesonderd die jaarlikse verloftydperk kragtens klousule 10 van Deel II van hierdie Ooreenkoms, ten opsigte van die gewone werkure in klousule 6 van Deel II van hierdie Ooreenkoms voorgeskryf;”

5. KLOUSULE 4 VAN DEEL II VAN DIE VORIGE OOREEN- KOMS.—LONE

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

“(1) (a) *Minimum loonskale.*—Geen lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer en gebied	Per uur R
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(i) Algemene werknemers:

Gebied A.....	2,18
Gebied B.....	1,27
Gebied C.....	1,05
Gebied D.....	0,77

Category of employee and area	Per hour R	Klas werknemer en gebied	Per uur R
(ii) Semi-skilled employees:		(ii) Halfgeskoolde werknemers:	
Area A	2,59	Gebied A	2,59
Area B	1,78	Gebied B	1,78
Area C	1,62	Gebied C	1,62
Area D	0,89	Gebied D	0,89
(iii) Drivers of mechanical vehicles with a pay-load of—		(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
up to and including 2 722 kg:		tot en met 2 722 kg:	
Area A	2,39	Gebied A	2,39
Area B	1,44	Gebied B	1,44
Area C	1,21	Gebied C	1,21
Area D	0,80	Gebied D	0,80
over 2 722 kg but not exceeding 4 536 kg:		meer as 2 722 kg maar hoogstens 4 536 kg:	
Area A	2,75	Gebied A	2,75
Area B	1,84	Gebied B	1,84
Area C	1,56	Gebied C	1,56
Area D	0,94	Gebied D	0,94
over 4 536 kg:		meer as 4 536 kg:	
Area A	3,06	Gebied A	3,06
Area D	1,08	Gebied D	1,08
(iv) Journeyman's assistants:		(iv) Ambagsmansassistenten:	
Area A	3,34	Gebied A	3,34
Area B	1,96	Gebied B	1,96
Area C	1,84	Gebied C	1,84
Area D	1,16	Gebied D	1,16
(v) Machine minders and sawyers:		(v) Masjienoppassers en saers:	
Area A	3,10	Gebied A	3,10
Area B	1,98	Gebied B	1,98
Area C	1,86	Gebied C	1,86
Area D	1,18	Gebied D	1,18
(vi) Mechanical handling equipment drivers:		(vi) Drywers van meganiese hanteeruitrusting:	
Area A	3,10	Gebied A	3,10
Area B	1,98	Gebied B	1,98
Area C	1,86	Gebied C	1,86
Area D	1,18	Gebied D	1,18
(vii) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:		(vii) Skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Area A	6,16	Gebied A	6,16
(viii) Glaziers in joinery shop:		(viii) Glaswerkers in skrynwerkwinkel:	
Area A	6,01	Gebied A	6,01
(ix) Watchmen, per six-day week:		(ix) Wagte, per week van ses dae:	
Area A	92,59	Gebied A	92,59
Area B	62,87	Gebied B	62,87
Area C	52,17	Gebied C	52,17
Area D	38,37	Gebied D	38,37
(x) Apprentices: Wages as prescribed under the Manpower Training Act, 1981, for apprentices in the Building Industry.		(x) Vakleerlinge: Lone soos voorgeskryf vir vakleerlinge in die Bounywerheid ingevolge die Wet op Mannekragopleiding, 1981.	
(xi) Learners: Wages as fixed by the Council in terms of clause 25.		(xi) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25.	
(xii) Minors in all trades: Wages as prescribed from time to time for apprentices in the Building Industry.		(xii) Minderjariges in alle ambagte: Lone soos van tyd tot tyd vir vakleerlinge in die Bounywerheid voorgeskryf.	
(xiii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees:		(xiii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge:	
Area A	2,18	Gebied A	2,18
Area B	1,27	Gebied B	1,27
Area C	1,05	Gebied C	1,05
Area D	0,77	Gebied D	0,77
(xiv) Grade A joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:		(xiv) Skrynwerkers graad A, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Area B	3,18	Gebied B	3,18
Area C	3,18	Gebied C	3,18
Area D	4,06	Gebied D	4,06

Category of employee and area	Per hour R
(xv) Other joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades:	
Area B	3,05
Area C	3,05
Area D	2,98
(xvi) Grade A glaziers in joinery shop:	
Area B	3,64
Area C	3,64
Area D	3,62
(xvii) Other glaziers in joinery shop:	
Area B	2,89
Area C	2,89
Area D	2,82."

6. CLAUSE 6 OF PART II OF THE FORMER AGREEMENT.— HOURS OF WORK

Substitute the following for subclause (2):

"(2) No employee shall solicit, undertake or perform any work or ply his trade or any trades or subdivisions thereof referred to in the definitions of "Building Industry" and "Timber Trade", 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, or, in Area A, on a Saturday, Sunday, Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day or New Year's Day, or, in Areas B, C and D, on a Saturday, Sunday, Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day or New Year's Day, or, in all Areas, during the annual leave period without the prior consent of the Council: Provided that an employee may perform work for himself only."

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

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

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

Category of employee and area	Per hour c
(i) Supervisors, foremen, general foremen, joiners, machinists, sawdoctors, maintenance mechanics and glaziers in joinery shops:	
Area A	68
(ii) Sawyers, machine minders, mechanical handling equipment drivers and journeyman's assistants:	
Area A	33
Area B	29½
Area C	27½
Area D	16
(iii) Semi-skilled employees:	
Area A	27½
Area B	26½
Area C	24½
Area D	14
(iv) Drivers of mechanical vehicles:	
Area A	30
Area B	27½
Area C	25½
Area D	15
(v) General employees:	
Area A	26½
Area B	20½
Area C	18½
Area D	14
(vi) Employees in all other trades or occupations not elsewhere specified, excluding learners, apprentices and trainees:	
Area A	26½
Area B	20½
Area C	18½
Area D	14

Klas werknemer en gebied	Per uur R
(xv) Ander skrynerkers, masjienwekers, saagherstellers, onderhoudswerktuigkundiges, toesighouers, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte:	
Gebied B	3,05
Gebied C	3,05
Gebied D	2,98
(xvi) Glaswerkers graad A, in skrynerwerkwinkel:	
Gebied B	3,64
Gebied C	3,64
Gebied D	3,62
(xvii) Ander glaswerkers in skrynerwerkwinkel:	
Gebied B	2,89
Gebied C	2,89
Gebied D	2,82."

6. KLOUSULE 6 VAN DEEL II VAN DIE VORAIGE OOREEN- KOMS.—WERKURE

(2) vervang subklousule (2) deur die volgende:

"(2) Geen werknemer mag werk vra, onderneem of verrig of sy ambag of 'n ambag of onderafdelings daarvan in die omskrywings van "Bounywerheid" en "Houtnywerheid" bedoel, hetsy vir vergoeding of nie, buite die ure voorgeskryf in of ingevolge hierdie Ooreenkoms, of in Gebied A, op 'n Saterdag, Sondag, Goeie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte dag, Kersdag of Nuwejaarsdag, of, in Gebiede B, C en D, op 'n Saterdag, Sondag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag of Nuwejaarsdag, of, in alle Gebiede, gedurende die jaarlikse verloftydperk vir of ten behoeve van iemand anders uitoefen nie, tensy die Raad se goedkeuring vooraf verkry is: Met dien verstande dat 'n werknemer wel werk net vir homself kan verrig."

7. KLOUSULE 7 VAN DEEL II VAN DIE VORIGE OOREEN- KOMS.—OORTYD

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

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

Klas werknemers en gebied	Per uur c
(i) Toesighouers, voormanne, algemene voormanne, skrynerkers, masjienwekers, saagherstellers, onderhoudswerktuigkundiges en glaswerkers in skrynerwerkinkels:	
Gebied A	68
(ii) Saers, masjienoppasers, drywers van meganiese hanteeruitrusting en ambagsmansassistentie:	
Gebied A	33
Gebied B	29½
Gebied C	27½
Gebied D	16
(iii) Halfgeskoolde werknemers:	
Gebied A	27½
Gebied B	26½
Gebied C	24½
Gebied D	14
(iv) Drywers van meganiese voertuie:	
Gebied A	30
Gebied B	27½
Gebied C	25½
Gebied D	15
(v) Algemene werknemers:	
Gebied A	26½
Gebied B	20½
Gebied C	18½
Gebied D	14
(vi) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd leerlinge, vakleerlinge en kwekelinge:	
Gebied A	26½
Gebied B	20½
Gebied C	18½
Gebied D	14

Category of employee and area	Per hour c
(vii) Grade A supervisors, foremen, general foremen, joiners, machinists, saw doctors, maintenance mechanics and glaziers in joinery shops:	
Area B	45½
Area C	45½
Area D	45½
(viii) Other supervisors, formen, general foremen, joiners, machinists, saw doctors, maintenance mechanics and glaziers in joinery shops:	
Area B	41½
Area C	41½
Area D	41½

(2) Substitute the following for subclause (4) (a) (i):

"(a) (i) Area A: One and a half times the rate of his wage for all time worked after 17h00 on Saturdays and for all time worked on Sundays, Workers' Day, Good Friday, Family Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day."

8. CLAUSE 10 OF PART II OF THE FORMER AGREEMENT.—ANNUAL LEAVE AND PAID HOLIDAYS

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

"(1) (a) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:

The Magisterial Districts of Port Elizabeth and Uitenhage: Between finishing time on 15 December 1988 and starting time on 16 January 1989 and between finishing time on 15 December 1989 and starting time on 15 January 1990;

the Magisterial Districts of Alexandria, Bathurst, Beaufort West, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Mossel Bay, Oudtshoorn, Riversdale and Uniondale: Between finishing time on 15 December 1988 and starting time on 9 January 1989 and between finishing time on 15 December 1989 and starting time on 8 January 1990;

except—

(i) in the case of emergency work, when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where prior written exemption has been obtained from the Council."

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

"(2) *Payment for public holidays.*—Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day shall be paid public holidays in Area A for all employees except watchmen, and Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day and New Year's Day shall be paid public holidays in Areas B, C and D, for all employees except watchmen, at not less than their ordinary rate of remuneration as if such employees had, in fact, worked in Area A on Good Friday, Family Day, Workers' Day, Ascension Day, Day of the Vow, Christmas Day and New Year's Day, and in Areas B, C and D on Good Friday, Ascension Day, Republic Day, Day of the Vow, Christmas Day and New Year's Day. The provisions of this subclause shall apply, notwithstanding the fact that any of the days referred to herein may fall on a Saturday, Sunday or during the annual leave period."

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

(1) In subclause (1) (a), substitute the figures "R1,50" and "75c" for the figures "R1,26" and "63c", respectively.

(2) In subclause (1) (b), substitute the figures "76c" and "38c" for the figures "64c" and "32c", respectively.

10. CLAUSE 15 OF PART II OF THE FORMER AGREEMENT.—EMPLOYMENT RETURN FORMS

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

"(1) Every employer to whom the provisions of Part II of this Agreement apply, shall submit a form to the Secretary of the Council showing the full names and the registration number of each employee in his employ for whom wages are prescribed, in clause 4 (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (xiii), (xiv), (xv), (xvi) and (xvii) of Part II of this Agreement, and details of the amounts paid to the Secretary of the Council in terms of clauses 11, 12, 13 and 14 of Part II of this Agreement, and such form shall be in the manner set out by the Council from time to time, and shall be obtainable from the Secretary of the Council."

(2) Delete subclause (2).

Signed at Port Elizabeth, on behalf of the parties, this 18th day of July 1988.

E. A. CILLIERS,
Chairman of the Council.

B. G. THOMPSON,
Vice-Chairman of the Council.

V. H. LE ROUX,
General Secretary of the Council.

Klas werknemers en gebied	Per uur c
(vii) Toesighouers graad A, voormanne, algemene voormanne, skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, en glaswerkers in skrynwerkwinkels:	
Gebied B	45½
Gebied C	45½
Gebied D	45½
(viii) Ander toesighouers, voormanne, algemene voormanne, skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges en glaswerkers in skrynwerkwinkels:	
Gebied B	41½
Gebied C	41½
Gebied D	41½

(2) Vervang subklousule (4) (a) (i) deur die volgende:

"(a) (i) Gebied A: Een en 'n half maal sy uurloon vir alle tyd gewerk na 17h00 op Saterdag en vir alle tyd gewerk op Sondag, Goëie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag;"

8. KLOUSULE 10 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

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

"(1) (a) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedoen word gedurende die tydperke hieronder vermeld nie:

Die landdrostdistrikte Port Elizabeth en Uitenhage: Tussen uitskeityd op 15 Desember 1988 en begintyd op 16 Januarie 1989 en tussen uitskeityd op 15 Desember 1989 en begintyd op 15 Januarie 1990;

die landdrostdistrikte Alexandria, Bathurst, Beaufort-Wes, Calitzdorp, George, Humansdorp, Joubertina, Knysna, Mosselbaai, Oudtshoorn, Riversdal en Uniondale: Tussen uitskeityd op 15 Desember 1988 en begintyd op 9 Januarie 1989 en tussen uitskeityd op 15 Desember 1989 en begintyd op 8 Januarie 1990;

behalwe—

(i) in die geval van noodwerk, waar die werkgewer die Sekretaris van die Raad binne drie dae skriftelik in kennis moet stel dat sodanige oortydwerk begin het en van die omstandighede wat sodanige oortydwerk noodsaaklik gemaak het;

(ii) waar skriftelike vrystelling vooraf van die Raad verkry is."

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

"(2) *Betaling vir openbare vakansiedae.*—Goëie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging in Gebied A vir alle werknemers, uitgesonderd wagte, en Goëie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging in Gebiede B, C en D vir alle werknemers, uitgesonderd wagte, en hulle moet minstens hul gewone besoldiging betaal word asof hulle in Gebied A werklik op Goëie Vrydag, Gesinsdag, Werkersdag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag gewerk het, en asof hulle in Gebiede B, C en D werklik op Goëie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Nuwejaarsdag gewerk het. Hierdie subklousule is van toepassing selfs al val enigeen van die dae hierin vermeld op 'n Saterdag, Sondag of binne die jaarlikse verloftydperk."

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

(1) In subklousule (1) (a), vervang die syfers "R1,26" en "63c" deur onderskeidelik die syfers "R1,50" en "75c".

(2) In subklousule (1) (b), vervang die syfers "64c" en "32c" deur onderskeidelik die syfers "76c" en "38c".

10. KLOUSULE 15 VAN DEEL II VAN DIE VORIGE OOREENKOMS.—DIENSOPGAWEVORMS

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

"(1) Elke werkgewer op wie Deel II van hierdie Ooreenkoms van toepassing is, moet 'n vorm by die Sekretaris van die Raad indien wat die volgende toon: Die volle name en registrasienommer van elke werknemer in sy diens vir wie 'n loon in klousule 4 (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix), (xiii), (xiv), (xv) en (xvii) van Deel II van hierdie Ooreenkoms voorgeskryf word, en besonderhede van die bedrae wat ingevolge klousules 11, 12, 13 en 14 van Deel II van hierdie Ooreenkoms aan die Sekretaris van die Raad betaal is, en sodanige vorm moet opgestel wees op die wyse wat die Raad van tyd tot tyd voorskryf en is van die Sekretaris van die Raad verkrygbaar."

(2) Skrap subklousule (2).

Namens die partye op hede die 18de dag van Julie 1988 te Port Elizabeth onderteken.

E. A. CILLIERS,
Voorsitter van die Raad.

B. G. THOMPSON,
Ondervoorsitter van die Raad.

V. H. LE ROUX,
Hoofsekretaris van die Raad.

No. R. 2192

28 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST CAPE.—AMENDMENT OF MEDICAL AID FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 4 November 1989, 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.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST CAPE

AGREEMENT

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

Master Builders' and Allied Trades Association, East Cape

Electrical Contracting and Allied Industries Association (Eastern Cape)

and the

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Electrical Workers' Association

Electrical and Allied Workers' Trade Union of South Africa

and the

Operative Plumbers' Association of Port Elizabeth

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

being the parties to the Industrial Council for the Building Industry, East Cape,

to amend the Agreement published under Government Notice R. 2445 of 2 November 1979, as amended and renewed by Government Notices R. 2287 of 28 October 1981, R. 2221 of 15 October 1982, R. 1747 of 12 August 1983, R. 2218 of 12 October 1984, R. 1240 of 7 June 1985, R. 2574 of 5 December 1986 and R. 2157 of 25 September 1987.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Port Elizabeth (including that portion of the Magisterial District of Hankey which, prior to the publication of Government Notice 1515 of 4 October 1963, fell within the Magisterial District of Port Elizabeth) and the Magisterial District of Uitenhage by all employers in the Building Industry who are members of the employers' organisations and all employees in the said Industry who are members of any of the trade unions.

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

(a) only apply to employees employed as artisans, foremen and general foremen for whom wages are prescribed in Part I of the Main Agreement, and to joiners, machinists, sawdoctors, asphaltes, maintenance mechanics, painters and glaziers for whom wages are prescribed in Part II of the Main Agreement;

No. R. 2192

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-KAAP.—WYSIGING VAN
MEDIESE HULPFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 4 November 1989 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.

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

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, OOS-KAAP

OOREENKOMS

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

Master Builders' and Allied Trades Association, East Cape

Electrical Contracting and Allied Industries Association (Eastern Cape)

en die

Electrical Contractors' Association (South Africa)

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Electrical Workers' Association

Electrical and Allied Workers' Trade Union of South Africa

en die

Operative Plumbers' Association of Port Elizabeth

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Kaap, om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2445 van 2 November 1979, soos gewysig en hernieu deur Goewermentskennisgewings R. 2287 van 28 Oktober 1981, R. 2221 van 15 Oktober 1982, R. 1747 van 12 Augustus 1983, R. 2218 van 12 Oktober 1984, R. 1240 van 7 Junie 1985, R. 2574 van 5 Desember 1986 en R. 2157 van 25 September 1987, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrostdistrik Port Elizabeth (met inbegrip van daardie gedeelte van die landdrostdistrik Hankey wat voor die publikasie van Goewermentskennisgewing 1515 van 4 Oktober 1963 binne die landdrostdistrik Port Elizabeth geval het) en die landdrostdistrik Uitenhage nagekom word deur alle werkgewers in die Bounywerheid wat lede van die werkgewersorganisasies is en alle werknemers in genoemde Nywerheid wat lede van enige van die vakverenigings is.

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

(a) slegs van toepassing op werknemers wat werksaam is as ambagsmanne, voormanne en algemene voormanne vir wie lone in Deel I van die Hoofdooreenkoms voorgeskryf is, en op skrynwerkers, masjienwerkers, saagherstellers, asfaltwerkers, onderhoudswerktuigkundiges, skilders en glaswerkers vir wie lone in Deel II van die Hoofdooreenkoms voorgeskryf is;

(b) not apply to employers to whom the provisions of the Main Agreement apply and employees in their employ who on 20 December 1968 operated a medical scheme, during such period only as such scheme continues to operate and both employer and employee are participants therein: Provided that in the opinion of the Council, the benefits which such scheme provides are on the whole not less favourable than the benefits payable under the Port Elizabeth Building Industry Medical Aid Fund.

2. CLAUSE 6.—MEDICAL AID ALLOWANCE

In subclause (1), substitute "28 3/4c" for "25c".

3. CLAUSE 7.—CONTRIBUTIONS

In subclauses (1), (2) and (13), substitute "R23,00" for "R20,00".

Signed at Port Elizabeth, on behalf of the parties, this 28th day of July 1988.

E. A. CILLIERS,
Chairman of the Council.

B. G. THOMPSON,
Vice-Chairman of the Council.

V. H. LE ROUX,
General Secretary of the Council.

(b) nie van toepassing nie op werkgewers op wie die Hoofdooreenkoms van toepassing is en werknemers in hul diens wat op 20 Desember 1968 'n mediese skema in werking gehad het, slegs gedurende dié tydperk wat sodanige skema steeds in werking bly en beide werkgewer en werknemer daarin deelneem: Met dien verstande dat die bystand wat sodanige skema bied, na die mening van die Raad oor die algemeen nie minder gunstig is nie as die bystand betaalbaar kragtens die Mediese Bystandsfonds van die Bounywerheid, Port Elizabeth.

2. KLOUSULE 6.—MEDIESE HULPTOELAE

In subklousule (1), vervang "25c" deur "28 3/4c".

3. KLOUSULE 7.—BYDRAES

In subklousules (1), (2) en (13), vervang "R20,00" deur "R23,00".

Namens die partye op hede die 28ste dag van Julie 1988 te Port Elizabeth onderteken.

E. A. CILLIERS,
Voorsitter van die Raad.

B. G. THOMPSON,
Ondervoorsitter van die Raad.

V. H. LE ROUX,
Hoofsekretaris van die Raad.

No. R. 2212

28 October 1988

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, ORANGE FREE STATE.—RENEWAL OF MAIN AGREEMENT

I, Mattheus Willem Johannes le Roux, Director: Manpower, duly authorised thereto by the Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 1054 of 4 June 1982, R. 212 of 17 February 1984, R. 2419 of 25 October 1985, R. 1686 of 15 August 1986 and R. 2156 of 25 September 1987 to be effective from the date of publication of this notice and for the period ending 30 April 1993.

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

No. R. 2213

28 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY (WESTERN PROVINCE).—AMENDMENT OF THE AGREEMENT FOR THE CAPE PENINSULA

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 first Monday after the date of publication of this notice in the case of clauses 1 and 2 and with effect from the first payweek commencing on or after the said first Monday in the case of clauses 3 to 5 inclusive, and for the period ending 31 March 1989, 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

No. R. 2212

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, ORANJE-VRYSTAAT.—HER-NUWING VAN HOOFOOREENKOMS

Ek, Mattheus Willem Johannes le Roux, Direkteur: Mannekrag, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings R. 1054 van 4 Junie 1982, R. 212 van 17 Februarie 1984, R. 2419 van 25 Oktober 1985, R. 1686 van 15 Augustus 1986 en R. 2156 van 25 September 1987 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1993 eindig.

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

No. R. 2213

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID (WESTELIKE PROVINSIE).—WYSIGING VAN DIE OOREENKOMS VIR DIE KAAPSE SKIEREILAND

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 eerste Maandag na die datum van publikasie van hierdie kennisgewing in die geval van klousules 1 en 2 en met ingang van die eerste loonweek wat begin op of na die genoemde eerste Maandag in die geval van klousules 3 tot en met 5 en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings 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 clause 1 (1) (a), shall be binding with effect from the first Monday after the date of publication of this notice in the case of clauses 1 and 2 and with effect from the first payweek commencing on or after the said first Monday in the case of clauses 3 to 5 inclusive and for the period ending 31 March 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades Association (West Cape)

Master Masons' and Quarry Owners' Association (South Africa)
representing its members in the Monumental Masonry Industry

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

to amend the Agreement published under Government Notice R. 849 of 19 April 1985, as amended by Government Notices R. 334 of 28 February 1986, R. 1753 of 22 August 1986, R. 2577 of 5 December 1986, R. 389 of 27 February 1987, R. 1010 of 8 May 1987 and R. 2628 of 27 November 1987.

CHAPTER I

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simon's Town, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice 283 of 2 March 1962), fell within the Magisterial District of Bellville.

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkomst, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing in die geval van klousules 1 en 2 en met ingang van die eerste loonweek wat begin op of na die genoemde eerste Maandag in die geval van klousules 3 tot 5 en vir die tydperk wat op 31 Maart 1989 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 (WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades Association (West Cape)

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

om die Ooreenkomst, gepubliseer by Goewermetskennisgewing R. 849 van 19 April 1985, soos gewysig deur Goewermetskennisgewings R. 334 van 28 Februarie 1986, R. 1753 van 22 Augustus 1986, R. 2577 van 5 Desember 1986, R. 389 van 27 Februarie 1987, R. 1010 van 8 Mei 1987 en R. 2628 van 27 November 1987, te wysig.

HOOFTSTUK I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkomst moet in die Bou- en die Monumentklippesselnywerhede nagekom word—

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

(b) in die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermetskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermetskennisgewing 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermetskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermetskennisgewing 283 van 2 Maart 1962) binne die landdrosdistrik Bellville geval het.

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

(a) apprentices 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) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;

(c) "labour-only" contractors, working partners and working directors, principals and contractors.

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

(a) not apply to clerical employees and administrative staff;

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

2. CLAUSE 16.—WAGES—BASIC

(1) Substitute the following for subclause (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 wage per hour c
(a) General workers.....	230
Provided that any employee engaged in unskilled work who in addition to this ordinary work performs the duties of a watchman shall be paid R5 per week extra.	
(b) Cleaners.....	161
(c) Ceiling and partition workers, waterproofing workers, manufacturing workers and trainee machine operators during first year of traineeship.....	264
(d) Waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship and trainee block layers during year of traineeship.....	331
(e) Artisan's assistants, block layers, carpet fitters, assistant floor layers, machine operators.....	451
(f) Learner artisans and learner carpet layers, ceiling and/or partition erectors, floor layers, roofers and waterproofers serving under contracts of learnership registered with the Council:	
(i) First year.....	264
(ii) Second year.....	276
(iii) Third year.....	331
(iv) Fourth year.....	451
(g) Trainee carpet fitters and trainee assistant floor layers serving under contract of traineeship registered with the Council:	
(i) First year.....	264
(ii) Second year.....	276
(iii) Third year.....	331
(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, glaziers, roofers, floor layers, waterproofers, motor and plant mechanics, and fitters and turners.....	601
(ii) Craftsmen.....	676
(iii) Master craftsmen.....	676
(iv) Foremen.....	676
	Per week
	R
(i) Employees engaged in patrolling premises and guarding property.....	116,00
	Cent per hour
(j) Apprentices:	
(i) First year.....	264
(ii) Second year.....	331
(iii) Third year.....	451

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

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;

(b) van toepassing op kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie;

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

(3) Ondanks subklousule (1) (a) is hierdie Ooreenkoms—

(a) nie van toepassing op klerke en administratiewe personeel nie;

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

2. KLOUSULE 16.—LONE—BASIES

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

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

Werknemer-kategorie	Minimum loon per uur c
(a) Algemene werkers.....	230
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer R5 per week ekstra betaal moet word.	
(b) Skoonmakers.....	161
(c) Plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers en kwekeling-masjienbedieners gedurende die eerste jaar leerlingkap.....	264
(d) Waterdigtingspanleiers, skrynwerkmonteurs, kwekelingmasjienbedieners gedurende die tweede jaar leerlingkap en kwekeling-bloklêers gedurende die jaar leerlingkap.....	331
(e) Ambagsman se assistente, bloklêers, matpassers, assistent-vloerlêers, masjienbedieners.....	451
(f) Leerling-ambagsmanne en leerling-matlêers, -plafon- en/of afskortingsoprigters, -vloerlêers, -dakwerkers en -waterdigters wat leerlingkapkontrakte uitdien wat by die Raad geregistreer is:	
(i) Eerste jaar.....	264
(ii) Tweede jaar.....	276
(iii) Derde jaar.....	331
(iv) Vierde jaar.....	451
(g) Kwekeling-matpassers en kwekeling-assistent-vloerlêers wat kwekelingkontrakte uitdien wat by die Raad geregistreer is:	
(i) Eerste jaar.....	264
(ii) Tweede jaar.....	276
(iii) Derde jaar.....	331
(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matlêers, plafon- en/of afskortingsoprigters, ruitwerkers, dakwerkers, vloerlêers, waterdigters, motor- en masjineriewerktuigkundiges, en passers en draaiers.....	601
(ii) Vakmanne.....	676
(iii) Meestervakmanne.....	676
(iv) Voormanne.....	676
	Per week
	R
(i) Werknemers wat persele patroleer en eiendom bewaak.....	116,00
	Sent per uur
(j) Vakleerlinge:	
(i) Eerste jaar.....	264
(ii) Tweede jaar.....	331
(iii) Derde jaar.....	451

Category of employee	Minimum wage per hour c
(k) Drivers/Plant operators:	
(i) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 10 Licence (6 500 kg and over) or a Code 11 Licence (horse and trailer)	356
(ii) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of Code 9 Licence (3 000 kg to 6 500 kg)	304
(iii) Drivers of all other motor vehicles (Code 8 Licence) and operators of hoists or drivers of dumpers	247."

(2) Insert the following subclause:

"(6) *Payment for public holidays.*—(a) In addition to any other remuneration payable in terms of this Agreement, an employer shall remunerate each of his employees in respect of the public holidays Good Friday, Family Day (Easter Monday), Workers' Day, Ascension Day and Republic Day, if they fall on any day from Monday to Friday, at the basic rate of pay and for the normal daily working hours of each such employee: Provided that—

(i) an employee shall not be entitled to such remuneration if he is absent from work on either the normal working day immediately prior to or following the public holiday/s for any reason, except if he is prevented from working due to circumstances beyond his control such as inclement weather, shortage of materials of work, illness supported by a doctor's certificate or is absent with the consent of his employer;

(ii) notwithstanding the provisions of proviso (i) hereof, an employee shall not be entitled to any remuneration in respect of such holiday/s if he has lost normal working time, equal to or in excess of the daily ordinary hours of work prescribed for him, in the specific pay-week in which such holiday falls: Provided that normal working time lost due to circumstances beyond his control such as inclement weather, shortage of materials or work, illness supported by a doctor's certificate or absence with the employer's consent, shall for the purposes of this clause, not be recognised as normal working time lost by the employee.

(b) Remuneration for all other public holidays not mentioned in subclause (a), shall be made by way of weekly contributions as prescribed in clause 28 of this Agreement, and contributions so made shall be paid to the employee by the Council, together with annual leave pay (holiday pay) in December of each year."

3. CLAUSE 28.—HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

(1) In subclause (1), substitute the following for the existing table:

"Category of employee"	Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (b)	5,60
(ii) clause 16 (1) (a)	8,00
(iii) clause 16 (1) (c), (f) (i), (g) (i), (j) (i), (k) (iii) ..	8,80
(iv) clause 16 (1) (f) (ii), (g) (ii) and (i)	9,60
(v) clause 16 (1) (d), (f) (iii), (g) (iii), (j) (ii) and (k) (ii)	10,80
(vi) clause 16 (1) (k) (i)	12,80
(vii) clause 16 (1) (e), (f) (iv) and (j) (iii)	14,80
(viii) clause 16 (1) (h) (i)	22,40
(ix) clause 16 (1) (h) (ii), (iii) and (iv)	24,80."

(2) Delete subclause (1) (b) and delete all references to subclause (1) (b) and "Stabilisation Fund" in clause 28.

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

"(4) The Council may deduct from any payment due to an employee, as reflected by the Holiday Fund Stamps earned by him, the difference between the amount in respect of trade union current annual subscriptions due by the employee to any of the trade unions party to this Agreement, and the subscriptions paid by him in accordance with the provisions of clause 32 (1)."

Werknemer-kategorie	Minimum loon per uur c
(k) Drywers/Masjineriebedieners:	
(i) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 10-lisensie (6 500 kg en meer) of 'n Kode 11-lisensie (voorhaker en sleepwa)	356
(ii) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 9-lisensie (3 000 kg tot 6 500 kg)	304
(iii) Drywers van alle ander motorvoertuie (Kode 8-lisensie) en bedieners van hysers of drywers van stortwaens	247."

(2) Voeg die volgende subklousule in:

"(6) *Betaling vir openbare vakansiedae.*—(a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer elke werknemer ten opsigte van die openbare vakansiedae Goeie Vrydag, Gesinsdag (Paasmaandag), Werkersdag, Hemelvaartsdag en Republiekdag, indien hulle op enige dag vanaf Maandag tot Vrydag val, besoldig teen die basiese loon en vir die gewone daaglikse werkure van elke sodanige werknemer: Met dien verstande dat—

(i) 'n werknemer nie geregtig is op besoldiging nie indien hy om watter rede ook al van die werk afwesig is op die gewone werkdag onmiddellik voor of na die openbare vakansiedag of -dae, behalwe as hy verhinder word om te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, of siekte gestaaf deur 'n mediese sertifikaat, of afwesig is met die toestemming van sy werkgewer;

(ii) ondanks voorbehoudsbepaling (i) hiervan, 'n werknemer nie geregtig is op besoldiging ten opsigte van sodanige openbare vakansiedag of -dae nie indien hy gedurende die spesifieke betaalweek waarin so 'n vakansiedag of -dae val, gewone werktijd verloor het wat gelyk is aan of meer is as die daaglikse gewone werkure soos vir hom voorgeskryf: Met dien verstande dat gewone werktijd verloor weens omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, siekte gestaaf deur 'n mediese sertifikaat of afwesigheid met die werkgewer se verlof, vir die toepassing van hierdie klousule nie as verlore werktijd geag moet word nie.

(b) Besoldiging vir alle ander openbare vakansiedae nie in subklousule (a) genoem nie, moet gemaak word deur middel van weeklikse bydraes soos voorgeskryf in klousule 28 van hierdie Ooreenkoms, en dié bydraes moet in Desember elke jaar deur die Raad aan die werknemer saam met sy jaarlikse verlofgeld (vakansiebetaling) uitbetaal word."

3. KLOUSULE 28.—VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

(1) In subklousule (1), vervang die bestaande tabel deur die volgende:

"Klas werknemer"	Per week
Werknemers vir wie lone voorgeskryf word in—	R
(i) klousule 16 (1) (b)	5,60
(ii) klousule 16 (1) (a)	8,00
(iii) klousule 16 (1) (c), (f) (i), (g) (i), (j) (i), (k) (iii) ..	8,80
(iv) klousule 16 (1) (f) (ii), (g) (ii) en (i)	9,60
(v) klousule 16 (1) (d), (f) (iii), (g) (iii), (j) (ii) en (k) (ii)	10,80
(vi) klousule 16 (1) (k) (i)	12,80
(vii) klousule 16 (1) (e), (f) (iv) en (j) (iii)	14,80
(viii) klousule 16 (1) (h) (i)	22,40
(ix) klousule 16 (1) (h) (ii), (iii) en (iv)	24,80."

(2) Skrap subklousule (1) (b) en skrap enige verwysing na subklousule (1) (b) en "Stabilisasiefonds" in klousule 28.

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

"(4) Die Raad kan van die betaling wat aan 'n werknemer verskuldig is volgens die Vakansiefondsseëls deur hom verdien, die verskil aftrek tussen die bedrag ten opsigte van die huidige jaar se vakverenigingsgedag wat deur die werknemer verskuldig is aan enigeen van die vakverenigings wat partye by hierdie Ooreenkoms is en die bedrag van die ledageld deur hom betaal ingevolge die bepalinge van klousule 32 (1)."

4. CLAUSE 29.—PENSION OR LIKE FUND

(1) In subclause (1) (a), substitute the following for the existing table:

"Category of employee"	Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (b)	10,80
(ii) clause 16 (1) (a)	15,60
(iii) clause 16 (1) (c), (f) (i), (g) (i), (j) (i), (k) (iii) ..	17,20
(iv) clause 16 (1) (f) (ii), (g) (ii) and (i)	18,00
(v) clause 16 (1) (d), (f) (iii), (g) (iii), (j) (ii) and (k) (ii)	21,20
(vi) clause 16 (1) (k) (i)	25,20
(vii) clause 16 (1) (e), (f) (iv) and (j) (iii)	28,80
(viii) clause 16 (1) (h) (i)	36,40
(ix) clause 16 (1) (h) (ii), (iii) and (iv)	41,20."

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

(1) In subclause (2) (a) (i), substitute the figure "R1,00" for the figure "80c".

(2) In subclause (2) (a) (ii), substitute the figure "R4,00" for the figure "R3,20".

Signed at Cape Town this 5th day of September 1988.

H. McCARTHY,
Chairman.**A. C. DENNIS,**
Vice-Chairman.**J. J. KITSHOFF,**
Secretary.**4. KLOUSULE 29.—PENSIOEN- OF SOORTGELYKEFONDS**

(1) In subklausule (1) (a), vervang die bestaande tabel deur die volgende:

"Klas werknemer"	Per week
Werknemers vir wie lone voorgeskryf word in—	R
(i) klousule 16 (1) (b)	10,80
(ii) klousule 16 (1) (a)	15,60
(iii) klousule 16 (1) (c), (f) (i), (g) (i), (j) (i), (k) (iii) ..	17,20
(iv) klousule 16 (1) (f) (ii), (g) (ii) en (i)	18,00
(v) klousule 16 (1) (d), (f) (iii), (g) (iii), (j) (ii) en (k) (ii)	21,20
(vi) klousule 16 (1) (k) (i)	25,20
(vii) klousule 16 (1) (e), (f) (iv) en (j) (iii)	28,80
(viii) klousule 16 (1) (h) (i)	36,40
(ix) klousule 16 (1) (h) (ii), (iii) en (iv)	41,20."

5. KLOUSULE 31.—SIEKEFONDS VIR DIE BOUNYWERHEID

(1) In subklausule (2) (a) (i), vervang die syfer "80c" deur die syfer "R1,00".

(2) In subklausule (2) (a) (ii), vervang die syfer "R3,20" deur die syfer "R4,00".

Geteken te Kaapstad op hede die 5de dag van September 1988.

H. McCARTHY,
Voorsitter.**A. C. DENNIS,**
Ondervoorsitter.**J. J. KITSHOFF,**
Sekretaris.**No. R. 2214****28 October 1988****LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY, WESTERN PROVINCE.—
AMENDMENT OF AGREEMENT FOR THE BOLAND****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 first Monday after the date of publication of this notice in the case of clauses 1 to 5 and with effect from the first payweek commencing on or after the said first Monday in the case of clauses 6 to 8 inclusive and for the period ending 31 March 1991, 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 clause 1 (1) (a), shall be binding, with effect from the first Monday after the date of publication of this notice in the case of clauses 1 to 5 and with effect from the first payweek commencing on or after the said first Monday in the case of clauses 6 to 8 inclusive and for the period ending 31 March 1991, 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.**No. R. 2214****28 Oktober 1988****WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID, WESTELIKE PROVINSIE.—
WYSIGING VAN OOREENKOMS VIR DIE BOLAND****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 eerste Maandag na die datum van publikasie van hierdie kennisgewing in die geval van klousules 1 tot 5 en met ingang van die eerste loonweek wat begin op of na genoemde eerste Maandag in die geval van klousules 6 tot en met 8 en vir die tydperk wat op 31 Maart 1991 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 klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing in die geval van klousules 1 tot 5 en met ingang van die eerste loonweek wat begin op of na genoemde eerste Maandag in die geval van klousules 6 tot en met 8 en vir die tydperk wat op 31 Maart 1991 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.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE)****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

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

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

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

to amend the Agreement published under Government Notice R. 460 of 18 March 1988, as amended by Government Notice R. 1471 of 22 July 1988.

1. SCOPE OF APPLICATION

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

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

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

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

(a) apply only to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;

(b) apply to apprentices 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;

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;

(d) apply to "labour only" contractors, working partners and working directors;

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

(f) apply to foremen;

(g) not apply to employees in the electrical trades and administrative staff.

2. CLAUSE 4.—REGISTRATION OF EMPLOYERS

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

"(7) (b) Notwithstanding anything to the contrary herein contained, the guarantee shall not be for less than R750 and need not be for more than R10 000 irrespective of the number of employees in the employment of the employer."

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)****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

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

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

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

om die Ooreenkoms, gepubliseer by Goewermenskennisgewing R. 460 van 18 Maart 1988, soos gewysig deur Goewermenskennisgewing R. 1471 van 22 Julie 1988, te wysig.

1. TOEPASSINGSBESTEK

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

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

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

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

(a) van toepassing op slegs dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerling-ambagsmanne;

(b) van toepassing op vakleerlinge slegs in dié mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens voorgeskryf nie;

(c) van toepassing op kwekelinge slegs in dié mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes daarkragtens voorgeskryf nie;

(d) van toepassing op "slegs arbeid"-kontraheurs, werkende vennote en werkende direkteurs;

(e) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoesighouers en ander persone wat praktiese werk doen ter voltooiing van hul akademiese opleiding;

(f) van toepassing op voormanne;

(g) nie van toepassing nie op werknemers in elektrotegniese ambagte en op administratiewe personeel.

2. KLOUSULE 4.—REGISTRASIE VAN WERKGEWERS

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

"(7) (b) Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, moet die waarborg vir minstens R750 wees en dit hoef nie meer as vir R10 000 te wees nie, ongeag die aantal werknemers in diens van die werkgever."

3. CLAUSE 16.—WAGES

(1) Substitute the following for the table in 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:

	Cents per hour
(a) General worker	215
(b) Hoist operator	225
(c) Power crane driver	235
Floor sander	235
Stone polisher and terrazzo worker	235
(d) Learner artisan:	
(i) First year	231
(ii) Second year	264
(iii) Third year	313
(iv) Fourth year	410
(e) Artisan's assistant	410
(f) Artisan	540
(g) Craftman	608
(h) Master craftman	675
	Wage per week
	R
(i) Drivers:	
(i) Over 6 m tons	123,28
(ii) 3–6 m tons	104,90
(iii) Other vehicles	91,15
(j) Night-watchman	88,95
	Cents per hour
(k) Cleaner	151
(l) Apprentices:	
(i) First year	264
(ii) Second year	313
(iii) Third year	410
(m) Foreman	608.”

4. CLAUSE 19.—STORAGE AND PROVISION OF TOOLS

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

“(5) Every employee for whom wages are prescribed in clause 16 (1) (d) to (h), (l) and (m) shall be required to provide his own toolbox, which is capable of being securely locked, in which he shall store all his tools other than those which because of their length, shape or size are not normally stored in such toolboxes, whenever such tools are not in use.”

5. CLAUSE 20.—TOOL FUND

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

“(1) (a) Every employer shall, in respect of each of his employees for whom wages are prescribed in clause 16 (1) (d) to (h), (l) and (m), pay an amount of four cents per week to the Council, which amount shall be paid by the Council into the Tool Fund for the Building Industry (Western Province) (hereinafter referred to as the “Tool Fund”).”

6. CLAUSE 28.—HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

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

“(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 respect of each week in which 19 or more hours have been worked by such employee the contribution specified hereunder which shall cover payment in respect of the annual leave period referred to in clause 15 (1) (a) as well as the public holidays referred to in clause 15 (1) (b):

Category of employee	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (k)	5,60
(ii) clause 16 (1) (a) and (j), and drivers of other vehicles referred to in clause 16 (1) (i)	8,00
(iii) clause 16 (1) (b)	8,40
(iv) clause 16 (1) (c), learners referred to in clause 16 (1) (d) in the first year of learnership and drivers of vehicles between 3 and 6 metric tons referred to in clause 16 (1) (i)	8,80

3. KLOUSULE 16.—LONE

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

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

	Sent per uur
(a) Algemene werker	215
(b) Hyserbediener	225
(c) Kraghyskraandrywer	235
Vloerskuurder	235
Klippoleerder en terrazzowerker	235
(d) Leerling ambagsman:	
(i) Eerste jaar	231
(ii) Tweede jaar	264
(iii) Derde jaar	313
(iv) Vierde jaar	410
(e) Ambagsman se assistent	410
(f) Ambagsman	540
(g) Vakman	608
(h) Meestervakman	675
	Loon per week
	R
(i) Drywers:	
(i) Meer as 6 metrieke ton	123,28
(ii) 3–6 metrieke ton	104,90
(iii) Ander voertuie	91,15
(j) Nagwag	88,95
	Sen per uur
(k) Skoonmaker	151
(l) Vakleerlinge:	
(i) Eerste jaar	264
(ii) Tweede jaar	313
(iii) Derde jaar	410
(m) Voorman	608.”

4. KLOUSULE 19.—BÊRE EN VERSKAFFING VAN GEREEDSKAP

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

“(5) Alle werknemers vir wie lone in klousule 16 (1) (d) tot (h), (l) en (m) voorgeskryf word, moet hul eie gereedskap kiste verskaf wat behoorlik toegesluit kan word en waarin hulle al hul gereedskap moet bêre wanneer sodanige gereedskap nie gebruik word nie, behalwe gereedskap wat van weë hul lengte, fatsoen of grootte normalerwys nie in sodanige gereedskap kiste gebêre word nie.”

5. KLOUSULE 20.—GEREEDSKAPFONDS

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

“(1) (a) Elke werkgever moet ten opsigte van elk van sy werknemers vir wie 'n loon in klousule 16 (1) (d) tot (h), (l) en (m) voorgeskryf word, 'n bedrag van vier sent per week aan die Raad betaal en dié bedrag moet deur die Raad inbetaal word in die Gereedskapfonds vir die Bounywerheid (Westelike Provinsie) (hierna die “Gereedskapfonds” genoem).”

6. KLOUSULE 28.—VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

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

“(1) (a) *Vakansiefonds*.—Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgever aan die Fonds ten behoeve van elke lid van ondergenoemde klasse werknemers ten opsigte van elke week waarin sodanige werknemer 19 uur of langer gewerk het, die bydrae hieronder gespesifiseer, betaal, wat voorsiening maak vir betaling ten opsigte van sowel die jaarlikse verloftydperk in klousule 15 (1) (a) bedoel as die openbare vakansiedae in klousule 15 (1) (b) bedoel:

Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (k)	5,60
(ii) klousule 16 (1) (a) en (j), en drywers van ander voertuie in klousule 16 (1) (i) bedoel	8,00
(iii) klousule 16 (1) (b)	8,40
(iv) klousule 16 (1) (c), leerlinge in klousule 16 (1) (d) bedoel, in die eerste jaar leerlingenskap, en drywers van voertuie tussen 3 en 6 metrieke ton in klousule 16 (1) (i) bedoel	8,80

Category of employee	Per week R
(v) clause 16 (1) (d) (learners referred to in this clause, in the second year of learnership) and apprentices referred to in clause 16 (1) (l), in the first year of apprenticeship	10,00
(vi) clause 16 (1) (i) (drivers of vehicles over 6 metric tons, referred to in this clause)	10,40
(vii) clause 16 (1) (d) (learners referred to in this clause, in the third year of learnership) and apprentices referred to in clause 16 (1) (l), in the second year of apprenticeship	12,00
(viii) clause 16 (1) (d) (learners referred to in this clause, in the fourth year of learnership), artisan's assistants referred to in clause 16 (1) (e) and apprentices referred to in clause 16 (1) (l), in the third year of apprenticeship	15,60
(ix) clause 16 (1) (f)	20,40
(x) clause 16 (1) (g) and (m)	22,80
(xi) clause 16 (1) (h)	25,60

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

(b) *Stabilisation Fund*.—In addition to the Holiday Fund contribution payable in terms of paragraph (a) and any remuneration, an employer shall contribute on behalf of each of his employees who have worked 19 or more hours in a week and for whom wages are prescribed in clause 16 (1) (a), (b), (c), (e), (i) and (j), an amount of 80 cents per week and for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m), an amount of R1,60 per week, which shall cover his contribution to the Stabilisation Fund referred to in subclause (5)."

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

"(3) The contributions referred to in subclause (1) shall be payable irrespective of whether such time was worked at ordinary or overtime rates."

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

"(4) Where an employee has been employed by more than one employer during the same pay-week, the deduction for that pay-week shall be made by the employer by whom the employee was first employed during that pay-week for not less than 19 hours."

(4) Substitute the following for subclause (5) (a):

"(5) (a) The contribution referred to in subclause (1) (b) shall be credited to the employee in a fund (hereinafter referred to as the 'Stabilisation Fund')."

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

"(6) An employer shall on each pay-day issue to each employee for whom a contribution has been made in terms of subclause (1) one stamp legibly cancelled by him with his name and the date of issue, to the value of the amount so made."

7. CLAUSE 29.—PENSION FUND

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

"(1) (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 employee of the undermentioned classes in respect of each pay-week in which 19 or more hours have been worked by such employee the amounts specified hereunder:

Category of employee	Per week R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (i) (iii) and (j)	12,80
(ii) clause 16 (1) (a)	13,20
(iii) clause 16 (1) (b)	14,00
(iv) clause 16 (1) (c) and (i) (ii)	14,40
(v) clause 16 (1) (i) (i)	17,20
(vi) clause 16 (1) (e)	25,20
(vii) clause 16 (1) (f)	33,20
(viii) clause 16 (1) (g) and (m)	37,60
(ix) clause 16 (1) (h)	41,60."

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

(1) In subclause (2) (i), substitute the figure "R1,00" for the figure "80c".

(2) In subclause (2) (ii), substitute the figure "R4,00" for the figure "R3,20".

Signed at Cape Town, on behalf of the parties, this 1st day of September 1988.

H. MCCARTHY,
Chairman.

A. C. DENNIS,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

Klas werknemer	Per week R
(v) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die tweede jaar leerlingenskap) en vakleerlinge in klousule 16 (1) (l) bedoel, in die eerste jaar vakleerlingenskap	10,00
(vi) klousule 16 (1) (i) (drywers van voertuie oor 6 metrieke ton, in hierdie klousule bedoel)	10,40
(vii) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die derde jaar leerlingenskap) en vakleerlinge in klousule 16 (1) (l) bedoel, in die tweede jaar vakleerlingenskap	12,00
(viii) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die vierde jaar leerlingenskap), ambagsman se assistente in klousule 16 (1) (e) bedoel en vakleerlinge in klousule 16 (1) (l) bedoel, in die derde jaar vakleerlingenskap	15,60
(ix) klousule 16 (1) (f)	20,40
(x) klousule 16 (1) (g) en (m)	22,80
(xi) klousule 16 (1) (h)	25,60

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

(b) *Stabilisasiefonds*.—Benewens die Vakansiefondsbydrae betaalbaar ingevolge paragraaf (a) en ander besoldiging, moet 'n werkgewer ten behoeve van elkeen van sy werknemers wat 19 uur of langer in 'n week gewerk het en vir wie lone in klousule 16 (1) (a), (b), (c), (e), (i) en (j) voorgeskryf word 'n bedrag van 80 sent per week betaal, en vir wie lone in klousule 16 (1), (f), (g), (h) en (m) voorgeskryf word 'n bedrag van R1,60 per week betaal wat voorsiening sal maak vir sy bydrae tot die Stabilisasiefonds in subklousule (5) bedoel."

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

"(3) Die bydraes in subklousule (1) bedoel, is betaalbaar, ongeag of sodanige tyd teen gewone of oortydariewe gewerk is."

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

"(4) Waar 'n werknemer deur meer as een werkgewer gedurende dieselfde betaalweek in diens geneem was, moet die aftrekking vir daardie betaalweek geskied deur die werkgewer by wie die werknemer die eerste gedurende dié betaalweek minstens 19 uur in diens was."

(4) Vervang subklousule (5) (a) deur die volgende:

"(5) (a) Die werknemer moet met die bydrae in subklousule (1) (b) bedoel, gekrediteer word in 'n fonds (hierna die 'Stabilisasiefonds' genoem)."

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

"(6) 'n Werkgewer moet op elke betaaldag aan elke werknemer ten behoeve van wie 'n bydrae ingevolge subklousule (1) gemaak is, een seël uitreik ter waarde van die bedrag aldus bygedra en wat op leesbare wyse deur hom met sy naam en die datum van uitreiking gerojear is."

7. KLOUSULE 29.—PENSIENFONDS

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

"(1) (a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer ten behoeve van elke werknemer van ondergenoemde klasse ten opsigte van elke betaalweek waarin so 'n werknemer 19 uur of langer gewerk het die bedrae hieronder gemeld tot die Pensioenfondse bydra:

Klas werknemer	Per week R
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (i) (iii) en (j)	12,80
(ii) klousule 16 (1) (a)	13,20
(iii) klousule 16 (1) (b)	14,00
(iv) klousule 16 (1) (c) en (i) (ii)	14,40
(v) klousule 16 (1) (i) (i)	17,20
(vi) klousule 16 (1) (e)	25,20
(vii) klousule 16 (1) (f)	33,20
(viii) klousule 16 (1) (g) en (m)	37,60
(ix) klousule 16 (1) (h)	41,60."

8. KLOUSULE 31.—SIEKEFONDS VIR DIE BOUNYWERHEID

(1) In subklousule (2) (i), vervang die syfer "80c" deur die syfer "R1,00".

(2) In subklousule (2) (ii), vervang die syfer "R3,20" deur die syfer "R4,00".

Namens die partye op hede die 1ste dag van September 1988 te Kaapstad onderteken.

H. MCCARTHY,
Voorsitter.

A. C. DENNIS,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 2215

28 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL.—EXTENSION OF MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (4) (a) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices R. 1624 of 31 July 1987, R. 2447 of 30 October 1987 and R. 849 of 29 April 1988, by a further period ending 29 October 1989.

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

No. R. 2216

28 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL.—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 31 October 1988 and for the period ending 29 October 1989, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 20 in so far as paragraph 3 of Annexure A relates to the special membership levy, shall be binding, with effect from 31 October 1988 and for the period ending 29 October 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
PORT NATAL

AGREEMENT

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

Natal Master Builders' and Allied Industries Association

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

being the parties to the Industrial Council for the Building Industry, Port Natal,

to amend to Agreement published under Government Notice R. 1624 of 31 July 1987, hereinafter referred to as the Main Agreement, as amended by Government Notices R. 2447 of 30 October 1987 and R. 849 of 29 April 1988.

No. R. 2215

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PORT NATAL.—VERLENGING VAN HOOFOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermmentskennisgewings R. 1624 van 31 Julie 1987, R. 2447 van 30 Oktober 1987 en R. 849 van 29 April 1988, met 'n verdere tydperk wat op 29 Oktober 1989 eindig.

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

No. R. 2216

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PORT NATAL.—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 31 Oktober 1988 en vir die tydperk wat op 29 Oktober 1989 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 20 vir sover paragraaf 3 van Aanhangsel A betrekking het op die spesiale lidmaatskapheffing, met ingang van 31 Oktober 1988 en vir die tydperk wat op 29 Oktober 1989 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,
PORT NATAL

OOREENKOMS

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

Natal Master Builders' and Allied Industries Association

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Natal, om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1624 van 31 Julie 1987, hierna die Hoofooreenkoms genoem, soos gewysig deur Goewermmentskennisgewings R. 2247 van 30 Oktober 1988 en R. 849 van 29 April 1988, te wysig.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda.

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

(a) only apply to those classes of employees for whom wages are prescribed in Parts I and II of the Main Agreement;

(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 clerical or administrative employees;

(d) apply to foremen and general foremen who are not supervisory staff as defined in clause 4 of the Main Agreement;

(e) not apply to foremen and general foremen who are supervisory staff;

(f) apply to working employers;

(g) not apply to university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training.

2. ARRANGEMENT OF AGREEMENT

In the Arrangement of the Agreement—

(1) substitute the following for item 17:

“17. Labour-only contractors and labour-only contracts: 16”;

(2) insert the following after item 19:

“19A. Grievance, disciplinary and dismissal procedures and settlement of disputes: 18”;

(3) substitute the following for item 30:

“30. Guaranteed minimum week—inclement weather: 22”;

(4) delete item 39;

(5) delete item 59;

(6) insert the following after item 58:

“ANNEXURES

	Annexure
J. Stamp values.....	A
K. Prescribed deductions	B
L. Optional additional deductions	C.”

3. CLAUSE 3 OF PART I.—PURPOSE OF AGREEMENT

Renumber the existing clause to read subclause (1) and insert the following new subclause (2):

“(2) Where an employer or an employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions and the Council may, in terms of clause 6 of this Agreement, grant such exemption.”

4. CLAUSE 4 OF PART I.—DEFINITIONS

(1) Substitute the following for the definition “hourly wage”:

“‘hourly wage’ means the hourly wage prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, and shall exclude the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable: Provided that where an employer regularly pays an employee an amount higher than that prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, it means such higher amount;”

(2) Insert the following new definitions after the definition “hourly wage”:

“‘labour-only contract’ means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such person is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, for all the material to be used in the execution of such work;

‘labour-only contractor’ means a person who undertakes a labour-only contract;”

(3) Delete the definition “lock-up”.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewings 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda.

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

(a) slegs van toepassing op dié klasse werknemers vir wie lone in Dele I en II van die Hoof-ooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die We kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;

(c) nie van toepassing op klerklike of administratiewe personeel nie;

(d) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel, soos in klousule 4 van die Hoof-ooreenkoms omskryf, is nie;

(e) nie van toepassing op voormanne en algemene voormanne wat toesighoudende personeel is nie;

(f) van toepassing op werkende werkgewers;

(g) nie van toepassing nie op universiteit- en technikonstudente, konstruksietoeseighouers, bouopmeters en ander persone wat besig is met praktiese werk te voltooiing van hul akademiese opleiding.

2. INDELING VAN OOREENKOMS

In die Indeling van die Ooreenkoms—

(1) vervang item 17 deur die volgende:

“17. Slegs-arbeid-kontrakteurs en slegs-arbeid-kontrakte: 16”;

(2) voeg die volgende in na item 19:

“19A. Griewe-, dissiplinêre- en diensbeëindigingsprosedures en beslegting van geskille: 18”;

(3) vervang item 30 deur die volgende:

“30. Gewaarborgde minimum week—gure weer: 22”;

(4) skrap item 39;

(5) skrap item 59;

(6) voeg die volgende in na item 58:

“AANHANGSELS

	Aanhangsel
J. Seëlwaardes.....	A
K. Voorgeskrywe aftrekkings	B
L. Opsionele addisionele aftrekkings	C.”

3. KLOUSULE 3 VAN DEEL I.—DOEL VAN OOREENKOMS

Hernommer die bestaande klousule om te lui subklousule (1) en voeg die volgende nuwe subklousule (2) in:

“(2) Waar ‘n werkgewer of ‘n werknemer die Raad kan oortuig dat entrepreneursinisiatief en/of werkgeleenthede beperk word deur enige bepalinge van hierdie Ooreenkoms, kan sodanige werkgewer of werknemer by die Raad aansoek doen om vrystelling van dié spesifieke bepalinge en die Raad kan sodanige vrystelling verleen ingevolge klousule 6 van hierdie Ooreenkoms.”

4. KLOUSULE 4 VAN DEEL I.—WOORDOMSKRYWING

(1) Vervang die omskrywing “uurloon” deur die volgende:

“‘uurloon’ die uurloon voorgeskryf in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms, maar omvat dit nie die addisionele bedrag voorgeskryf in klousule 29 (2) van Deel I van die Ooreenkoms en klousule 57 (2) van Deel II van die Ooreenkoms, indien van toepassing, nie: Met dien verstande dat waar ‘n werkgewer ‘n werknemer gereeld ‘n hoër bedrag betaal as dié in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf, dit sodanige hoër bedrag beteken;”

(2) Voeg die volgende nuwe omskrywings in na die omskrywing “uurloon”:

“‘slegs-arbeid-kontrak’ ‘n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens iemand onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

‘slegs-arbeid-kontrakteur’ iemand wat ‘n slegs-arbeid-kontrak onderneem;”

(3) Skrap die omskrywing “toesluitplek”.

5. CLAUSE 17 OF PART I.—WAGE GUARANTEE

Substitute the following for clause 17 and its heading:

"17. LABOUR-ONLY CONTRACTORS AND LABOUR-ONLY CONTRACTS

(1) *Registration of labour-only contractors.*—No person shall operate as a labour-only contractor unless he is registered with the Council as an employer or, if he is not an employer, as if he were an employer, in accordance with the provisions of clause 16.

(2) *Undertaking of contracts on a labour-only basis by employers.*—(a) A person may undertake work on the basis of a labour-only contract.

(b) A person who undertakes work on the basis of a labour-only contract shall comply with the provisions of the Agreement in respect of the carrying out of any such work and, in particular—

(i) if he employs persons, shall remunerate his employees at not less than the rates prescribed in clauses 29 and 30 and shall issue stamps to any such employees in the manner prescribed in clauses 33, 34 (1) and 35; and

(ii) if he is a working employer, shall comply with the provisions of clauses 13 (8) and 34 (2).

(3) *Giving out of work on a labour-only basis by employers.*—An employer shall not give out work on the basis of a labour-only contract to a labour-only contractor unless such labour-only contractor is registered with the Council as an employer or, if he is not an employer, as if he were an employer, in accordance with the provisions of clause 16. The onus shall be on the employer giving out such work to satisfy himself that the labour-only contractor is so registered."

6. Insert the following new clause 19A:

"19A. GRIEVANCE, DISCIPLINARY AND DISMISSAL PROCEDURES AND SETTLEMENT OF DISPUTES

(1) *Grievance, disciplinary and dismissal procedures.*—(a) An employer may, in consultation with his employees, establish written grievance, disciplinary and dismissal procedures in order to regulate—

(i) the basis upon which employees' grievances may be submitted to and be handled by such employer; and

(ii) the procedures to be followed by such employer regarding any disciplinary action to be taken against employees and/or the dismissal of employees.

(b) The Council may, from time to time, recommend the matter that should be included in a grievance, disciplinary and dismissal procedure and may make such recommendations available to employers and employees as guidelines.

(2) *Settlement of disputes between employers and employees.*—(a) Where a dispute, other than a dispute arising out of a complaint regarding an alleged breach of the provisions of the Agreement, arises between an employer and an employee or employees (hereinafter referred to as 'the parties to the dispute'), the parties to the dispute shall endeavour to settle such dispute by agreement between themselves.

(b) Where the parties to a dispute are unable to settle that dispute in the manner contemplated in paragraph (a), the employer or the employee or employees, or any employers' organisation or trade union acting on their behalf, may, subject to the provisions of section 27A (1) (b) and (c) of the Act, refer such dispute in writing to the Council and, in such event, shall indicate, in writing, the full names and addresses of the parties to the dispute and full details regarding the nature of the said dispute.

(c) Where a dispute is referred to the Council in accordance with the provisions of paragraph (b), the Council shall, through mediation by a Council official nominated by the Council, endeavour to get the parties to the dispute to settle such dispute by agreement between themselves. The Council may, from time to time, determine, in accordance with fair and equitable principles, the procedure to be followed by the mediator in the mediation process.

(d) Where a dispute is not settled by mediation in accordance with the provisions of paragraph (c), the official nominated by the Council as mediator shall refer such dispute to the Council's Disputes Committee for investigation. The Council may, from time to time, determine, in accordance with fair and equitable principles, the manner in which disputes shall be investigated by the Disputes Committee. The Disputes Committee shall submit a report on its investigations to the Council and may recommend to the Council the manner in which the said dispute should be settled.

(e) When it is investigating a dispute that has been referred to it, the Disputes Committee shall take into consideration the provisions of any grievance, disciplinary and dismissal procedure that has been established by an employer who is a party to a dispute and, if no such procedure has been established, may take into account the provisions of any guidelines issued by the Council in accordance with the provisions of subclause (1) (b).

5. KLOUSULE 17 VAN DEEL I.—LOONWAARBORG

Vervang kousule 17 en die opskrif deur die volgende:

"17. SLEGS-ARBEID-KONTRAKTEURS EN SLEGS-ARBEID-KONTRAKTE

(1) *Registrasie van slegs-arbeid-kontrakteurs.*—Niemand mag as 'n slegs-arbeid-kontrakteur optree nie tensy hy ooreenkomstig kousule 16 by die Raad as werkgewer geregistreer is of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is.

(2) *Die aangaan van kontrakte deur werkgewers op 'n slegs-arbeid-kontrakgrondslag.*—(a) Iemand kan werk op 'n slegs-arbeid-kontrakgrondslag aangaan.

(b) Iemand wat werk op 'n slegs-arbeid-kontrakgrondslag aangaan, moet aan die Ooreenkoms voldoen by die uitvoering van sodanige werk en hy moet veral—

(i) indien hy werknemers in diens het, sy werknemers besoldig teen minstens die tariewe in kousules 29 en 30 voorgeskryf en seëls aan sy werknemers uitreik op die wyse in kousules 33, 34 (1) en 35 voorgeskryf; en

(ii) indien hy 'n werkende werkgewer is, aan kousules 13 (8) en 34 (2) voldoen.

(3) *Die uitbesteding van werk deur werkgewers op 'n slegs-arbeid-kontrakgrondslag.*—'n Werkgewer mag nie werk aan 'n slegs-arbeid-kontrakteur op 'n slegs-arbeid-kontrakgrondslag uitbestede nie tensy sodanige slegs-arbeid-kontrakteur ooreenkomstig kousule 16 by die Raad as werkgewer geregistreer is of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is. Die onus berus by die werkgewer wat sodanige werk uitbestede om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is."

6. Voeg die volgende nuwe kousule 19A in:

"19. GRIEWE-, DISCIPLINÊRE- EN DIENSBEËINDIGINGS-PROSEDURES EN BESLEGTING VAN GESKILLE

(1) *Griewe-, disiplinêre- en diensbeëindigingsprosedures.*—(a) 'n Werkgewer kan, in oorleg met sy werknemers, skriftelike griewe-, disiplinêre- en diensbeëindigingsprosedures instel om die volgende te bepaal:

(i) Die grondslag waarop die werknemers se griewe aan die werkgewer voorgelê en deur sodanige werkgewer gehanteer moet word; en

(ii) die prosedures wat deur sodanige werkgewer in verband met enige disiplinêre optrede teen werknemers en/of die diensbeëindiging van werknemers gevolg moet word.

(b) Die Raad kan van tyd tot tyd aanbeveel watter sake in 'n griewe-, disiplinêre en diensbeëindigingsprosedure ingesluit behoort te word en sodanige aanbevelings as riglyne aan werkgewers en werknemers beskikbaar stel.

(2) *Beslegting van geskille tussen werkgewers en werknemers.*—(a) Waar 'n geskil, uitgesonderd 'n geskil wat voortspruit uit 'n klage met betrekking tot 'n beweerde skending van die Ooreenkoms, ontstaan tussen 'n werkgewer en 'n werknemer of werknemers (hierna die 'partye by die geskil' genoem), moet die partye by die geskil poog om die geskil deur middel van onderlinge ooreenkoms te besleg.

(b) Waar die partye by 'n geskil nie die geskil kan oplos op die wyse in paragraaf (a) beoog nie, kan die werkgewer of die werknemer of die werknemers, of enige werkgewersorganisasie of vakvereniging wat namens hulle optree, behoudens artikel 27A (1) (b) en (c) van die Wet sodanige geskil skriftelik na die Raad verwys, en in so 'n geval moet die volle name en adresse van die partye by die geskil en volle besonderhede aangaande die aard van die geskil skriftelik aangedui word.

(c) Indien 'n geskil ingevolge paragraaf (b) na die Raad verwys word, moet die Raad, deur bemiddeling van 'n beampte wat deur die Raad genomineer is, poog om die partye by die geskil te ooreed om sodanige geskil deur ooreenkoms te besleg. Die Raad kan van tyd tot tyd ooreenkomstig redelike en billike beginsels, die prosedure bepaal wat deur die bemiddelaar by die bemiddelingsproses gevolg moet word.

(d) Indien 'n geskil nie deur bemiddeling ooreenkomstig paragraaf (c) besleg word nie, moet die beampte wat deur die Raad as bemiddelaar genomineer is, sodanige geskil na die Raad se Geskille-komitee vir ondersoek verwys. Die Raad kan, van tyd tot tyd ooreenkomstig redelike en billike beginsels, die wyse bepaal waarop geskille deur die Geskille-komitee ondersoek moet word. Die Geskille-komitee moet 'n verslag oor sy ondersoeke aan die Raad voorlê en kan ook die wyse waarop die geskil opgelos behoort te word, by die Raad aanbeveel.

(e) Wanneer hy 'n geskil ondersoek wat na hom verwys is, moet die Geskille-komitee die bepalings van enige griewe, disiplinêre en diensbeëindigingsprosedures wat ingestel is deur 'n werkgewer wat 'n party by die geskil is in aanmerking neem, en indien geen sodanige prosedure ingestel is nie, kan hy enige riglyne wat ooreenkomstig subkousule (1) (b) deur die Raad neergelê is, in oorweging neem.

(f) In respect of any dispute which has been investigated by the Disputes Committee, the Council may decide—

- (i) to either adopt the recommendations of the Disputes Committee or, at its discretion, to make such other decision as it considers to be appropriate. Any such decision of the Council shall, subject to the provisions of section 27 (7) of the Act, settle such dispute; or
- (ii) that it is unable to settle such dispute.”

7. CLAUSE 20 OF PART I.—SUSPENSION OF EMPLOYMENT

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

“(1) Subject to the provisions of clauses 30 of 32, an employer may temporarily suspend the employment of any employee, other than an apprentice, trainee or employee for whom wages are prescribed in clause 29 (1) (h), without being liable for the payment of any remuneration to such employee during such period of suspension—

- (a) for any cause recognised by law as sufficient; or
- (b) because work can temporarily not be carried out for short periods of time for reasons beyond the control of the employer, including, but not limited to, shortage or unavailability of materials; or
- (c) because of inclement weather; or
- (d) because the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, work stoppage and/or labour unrest and/or any other circumstances which could result in or give rise to the personal safety of the employer or his employees being at risk, explosion and/or similar emergencies beyond the control of the employer.”

(2) Renumber subclauses (2) and (3) to read subclauses (3) and (4).

(3) Insert the following new subclause (2):

“(2) Notwithstanding anything to the contrary contained in this Agreement, an employee may, with the consent of his employer, agree that, because of the unavailability of work that from time to time is inherent in the nature of operations in the Building Industry and as an alternative to the termination of his employment, his employment may be temporarily suspended *mutatis mutandis* in the manner prescribed in subclause (1): Provided that any such suspension shall be for a clearly defined period of time and such employer shall give such employee an undertaking that his employment will be continued after such period of suspension.”

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

“(b) ‘inclement weather’ means rain, strong winds or any other adverse weather conditions under which work cannot be carried out, or under which it would be dangerous for work to be carried out whilst such conditions exist, and shall include any after-effects caused by such conditions if work cannot be carried out because of such after-effects.”

8. CLAUSE 21 OF PART I.—TERMINATION OF EMPLOYMENT

Insert the following new subclause (10):

“(10) Because of the lack of continuity of work that is inherent in the nature of operations of the Building Industry, the only payments to be made to an employee on the termination of his employment shall be those for which provision is made in the Agreement on the termination of employment of an employee.”

9. CLAUSE 24 OF PART I.—OVERTIME

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

“(1) Subject to the provisions of clause 32, an employer may permit an employee to work overtime and a working employer or an employee may work overtime—

- (a) from Mondays to Fridays, where such days are ordinary working days; or
- (b) on Saturdays; or
- (c) on a public holiday prescribed in clause 28 (2), other than Good Friday and Ascension Day, which does not fall within the holiday period prescribed in clause 28 (1).”

(2) In subclause (2), substitute the following for all the words preceding paragraph (a):

“(2) An employer shall not require or permit an employee to work overtime and a working employer or an employee shall not work overtime—

- (aa) on a Sunday; or
- (ab) on Good Friday or Ascension Day; or
- (ac) on a public holiday prescribed in clause 28 (2) which falls within the holiday period prescribed in clause 28 (1); or
- (ad) during the holiday period prescribed in clause 28 (1). except—”

(f) Die Raad kan, ten opsigte van enige geskil wat deur die Geskille-komitee ondersoek is, besluit—

- (i) om of die aanbevelings van die Geskille-komitee te aanvaar, of na goeddunke sodanige ander besluit te neem as wat hy paslik ag; enige sodanige besluit van die Raad moet, behoudens artikel 27 (7) van die Wet, sodanige geskil besleg; of
- (ii) dat hy nie die geskil kan besleg nie.”

7. KLOUSULE 20 VAN DEEL I.—DIENSOPSKORTING

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

“(1) Behoudens klousules 30 en 32 kan ’n werkgewer die diens van ’n werknemer, uitgesonderd ’n vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (h) voorgeskrif word, tydelik opskort sonder om aanspreeklik te wees vir die betaling van die besoldiging van sodanige werknemer gedurende die opskortingstydperk—

- (a) om ’n regsgeldige rede; of
- (b) omdat werk tydelik vir kort tydperke nie uitgevoer kan word nie as gevolg van omstandighede buite die beheer van die werkgewer, met inbegrip van, maar nie beperk nie tot ’n tekort of nie-beskikbaarheid van materiale; of
- (c) weens gure weer; of
- (d) omdat die vordering van die werk onderbreek is deur ’n natuurramp of *vis major*, brand, onluste, burgerlike oproer, staking, werkstopsetting en/of arbeidsonrus en/of ander omstandighede wat daartoe kan lei of wat daartoe aanleiding kan gee dat die veiligheid van die werkgewer of sy werknemers in gevaar gestel kan word, ’n ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgewer.”

(2) Hernommer subklausule (2) en (3) om te lui subklousules (3) en (4).

(3) Voeg die volgende nuwe subklausule (2) in:

“(2) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, kan ’n werknemer met die toestemming van sy werkgewer, instem dat sy dienste tydelik *mutatis mutandis* op die wyse voorgeskrif in subklausule (1) opgeskort kan word as gevolg van die niebeskikbaarheid van werk wat van tyd tot tyd kenmerkend is van die werksaamhede in die Bounywerheid, en as alternatief vir die beëindiging van sy dienste: Met dien verstande dat enige sodanige opskorting vir ’n duidelik omskrewe tydperk moet wees en dat sodanige werkgewer aan sodanige werknemer ’n onderneming gee dat sy dienste na sodanige opskorting voortgesit sal word.”

(4) In subklausule (4), vervang paragraaf (b) deur die volgende:

“(b) ‘gure weer’ reën, sterk winde of ander ongunstige weersomstandighede as gevolg waarvan daar nie gewerk kan word nie of waaronder dit gevaarlik sou wees om te werk solank sodanige omstandighede duur, en omvat dit alle nagevolge veroorsaak deur sodanige omstandighede indien daar nie weens sodanige nagevolge gewerk kan word nie.”

8. KLOUSULE 21 VAN DEEL I.—DIENSBEÏNDIGING

Voeg die volgende nuwe subklausule (10) in:

“(10) As gevolg van die gebrek aan kontinuïteit in die werk, wat kenmerkend is van die werksaamhede en die Bounywerheid, is die enigste betalings wat by diensbeëindiging aan ’n werknemer gemaak moet word, dié waarvoor daar in hierdie Ooreenkoms by die diensbeëindiging van ’n werknemer voorsiening gemaak word.”

9. KLOUSULE 24 VAN DEEL I.—OORTYDWERK

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

“(1) Behoudens klousule 32 kan ’n werkgewer ’n wernemer toelaat om oortyd te werk, en ’n werkende werkgewer of ’n werknemer kan oortyd werk—

- (a) van Maandag tot en met Vrydag, waar sodanige dae gewone werkdae is; of
 - (b) op Saterdag; of
 - (c) op ’n openbare vakansiedag in klousule 28 (2) voorgeskrif, uitgesonderd Goeie Vrydag en Hemelvaartsdag, wat nie binne die vakansietydperk in klousule 28 (1) voorgeskrif, val nie.”
- (2) In subklausule (2), vervang al die woorde voor paragraaf (a) deur die volgende:

“(2) ’n Werkgewer mag nie van ’n werknemer vereis of hom toelaat om oortyd te werk nie, en ’n werkende werkgewer of ’n werknemer mag nie oortyd werk nie—

- (aa) op ’n Sondag; of
- (ab) op Goeie Vrydag of Hemelvaartsdag; of
- (ac) op ’n openbare vakansiedag in klousule 28 (2) voorgeskrif wat binne die vakansietydperk in klousule 28 (1) voorgeskrif, val; of
- (ad) gedurende die vakansietydperk in klousule 28 (1) voorgeskrif, behalwe—”

10. CLAUSE 29 OF PART I.—MINIMUM WAGE RATES

(1) In subclause (1), substitute the following for the table of wage rates:

"Category of employee"	
	<i>Per day</i>
	R
(a) Employees engaged on patrolling premises and guarding property	20,97
	<i>Per hour</i>
	R
(b) General workers	2,33
(c) Plant operators	2,63
(d) Driver of goods vehicle, the laden mass of which, excluding the laden mass of any trailer or trailers attached to or drawn by such vehicle, is—	
(i) up to and including 3 500 kg	2,43
(ii) over 3 500 kg and up to and including 9 000 kg	2,63
(iii) over 9 000 kg	3,29
(e) Trainee tradesmen serving under contracts of traineeship registered in terms of clause 12 (3) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	2,70
(ii) 33 per cent or more but less than 66 per cent	3,83
(iii) 66 per cent or more	4,97
(f) Tradesmen:	
(i) Class 4	2,70
(ii) Class 3	3,83
(iii) Class 2	4,97
(iv) Class 1	5,75
(g) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices and trainees	7,65
(h) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices.
(i) Learners serving under contracts of learnership registered in terms of clause 11 (4) of the Former Agreement:	
(i) First year	2,50
(ii) Second year	2,70
(iii) Third year	3,83
(iv) Fourth year	4,97
(j) Deemed learners employed in terms of clause 11 (5) of the Former Agreement:	
(i) Third year	3,83
(ii) Fourth year	4,97

11. CLAUSE 30 OF PART I.—INCLEMENT WEATHER ALLOWANCE

Substitute the following for clause 30 and its heading:

"30. GUARANTEED MINIMUM WEEK—INCLEMENT WEATHER

(1) Where, in any one week, an employee is unable to work for nine hours on any day from Monday to Friday in that week because of inclement weather and the employee's employment is temporarily suspended in accordance with the provisions of clause 20 (1) (c), then, notwithstanding the provisions of clause 32 (2) (b) and (3) (a), the following conditions shall apply in respect of such week:

(a) The overtime rates prescribed in clause 32 (1) (a), (2) (b) and (3) (a) shall only apply after such employee has worked for more than nine hours on any day in such week from Monday to Friday or for more than 45 hours from Monday to Saturday in that week;

10. KLOUSULE 29 VAN DEEL I.—MINIMUM LOONSKALE

(1) In subklousule (1), vervang die loontabel deur die volgende:

"Kategorie werknemer"	
	<i>Per dag</i>
	R
(a) Werknemers wat persele patrolleer en eiendomme bewaak	20,97
	<i>Per uur</i>
	R
(b) Algemene werkers	2,33
(c) Toerustingbedieners	2,63
(d) Drywer van goederevoertuig waarvan die belaste massa, uitgesonderd die belaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig gekoppel is of daardeur getrek word—	
(i) tot en met 3 500 kg is	2,43
(ii) meer as 3 500 kg en tot en met 9 000 kg is	2,63
(iii) meer as 9 000 kg is	3,29
(e) Kwekeling-ambaggeselle wat diens doen ooreekomstig kwekelingkontrakte wat ingevolge klousule 12 (3) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulare opleidingskema gebaseer op vaardigheid:	
(i) Minder as 33 persent	2,70
(ii) 33 persent of meer maar minder as 66 persent	3,83
(iii) 66 persent of meer	4,97
(f) Ambaggeselle:	
(i) Klas 4	2,70
(ii) Klas 3	3,83
(iii) Klas 2	4,97
(iv) Klas 1	5,75
(g) Vakmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	7,65
(h) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekrag-opleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskrif word.
(i) Leerlinge wat diens doen ooreekomstig leerlingkontrakte wat ingevolge klousule 11 (4) van die Vorige Ooreenkoms geregistreer is:	
(i) Eerste jaar	2,50
(ii) Tweede jaar	2,70
(iii) Derde jaar	3,83
(iv) Vierde jaar	4,97
(j) Erkende leerlinge in diens ingevolge klousule 11 (5) van die Vorige Ooreenkoms:	
(i) Derde jaar	3,83
(ii) Vierde jaar	4,97

11. KLOUSULE 30 VAN DEEL I.—TOELAE VIR GURE WEER

Vervang klousule 30 en die opskrif daarvan deur die volgende:

"30. GEWAARBORGDE MINIMUM WEEK—GURE WEER

(1) Ondanks klousule 32 (2) (b) en (3) (a) is die volgende voorwaardes van toepassing in enige week waar 'n werknemer weens gure weer vir nege uur op enige dag van Maandag tot en met Vrydag in daardie week nie kan werk nie en sy diens ingevolge klousule 20 (1) (c) tydelik opgeskort is:

(a) Die voortydtariewe voorgeskrif in klousule 32 (1) (a), (2) (b) en (3) (a), is slegs van toepassing nadat die werknemer vir meer as nege uur op enige dag in sodanige week vanaf Maandag tot Vrydag of vir meer as 45 uur vanaf Maandag tot Saterdag in daardie week gewerk het;

(b) if the time worked by such employee in such week during the ordinary hours of work prescribed in clause 23 (1) and the overtime hours of work referred to in clause 32 (1) (a) is less than 24 hours, such employee shall, subject to the provisions of subclauses (2) and (3), be deemed to have worked for 24 hours in that week and shall be entitled—

(i) to be paid the wages which he would have earned if he had worked for 24 hours in that week; and

(ii) to receive a stamp for that week, in the manner prescribed in clauses 33 to 35 inclusive, as if he had worked for 24 hours in that week.

(2) The provisions of subclause (1) (b) shall not apply unless such employee reports for duty and holds himself available for work—

(a) on each day in respect of which his employment is suspended because of inclement weather from Monday to Friday in that week; and

(b) on the Saturday of that week:

Provided that, where an employer is satisfied that, because of the specific circumstances applicable at that time, it will not be possible for work to be carried out on the following day because of inclement weather or the after-effects of the inclement weather, such employer may instruct his employees not to report for duty on the following day, and such employees shall not be precluded from claiming any benefits to which they may be entitled under this clause if they comply with such employer's instruction.

(3) The provisions of clause 35 (8) shall not apply to an employee in respect of any period during which his employment has been suspended because of inclement weather.

(4) For the purposes of this clause, the expression 'inclement weather' means inclement weather as defined in clause 20 (4) (b).''

12. CLAUSE 32 OF PART I.—PAYMENT FOR OVERTIME

Substitute the following for clause 32:

“(1) Any employee who is required or permitted to work any time outside the hours prescribed in clause 23 shall be paid—

(a) subject to the provisions of clause 30, his hourly wage in respect of overtime worked—

(i) up to one hour daily between Monday and Friday inclusive;

(ii) on a public holiday prescribed in clause 28 (2) which does not fall within the holiday period prescribed in clause 28 (1).

(b) subject to the provisions of clause 30, one and a half times his hourly wage in respect of each hour or part of an hour worked—

(i) in excess of one hour overtime daily between Monday and Friday inclusive;

(ii) on Saturday prior to 16h30;

(c) subject to the provisions of clause 30, double his hourly wage in respect of each hour or part of an hour worked—

(i) on Saturday after 16h30;

(ii) on Sunday and until 07h00 on Monday;

(iii) on a public holiday prescribed in clause 28 (2) which falls within the holiday period prescribed in clause 28 (1);

Provided that the provisions of subparagraphs (i) and (ii) shall apply irrespective of whether or not the said days fall within or outside the holiday period prescribed in clause 28 (1);

(d) one and two third times his hourly wage in respect of each hour or part of an hour worked during the holiday period prescribed in clause 28 (1) on days other than Saturdays, Sundays and public holidays prescribed in clause 28 (2).''

13. CLAUSE 33 OF PART I.—ISSUE OF STAMPS TO EMPLOYEES

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

“(1) *Issue of stamps to be compulsory.*—(a) It shall be compulsory for an employer to issue a stamp each week, in the manner prescribed in clause 35, to an apprentice, a trainee, an employee for whom wages are prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement and a foreman or a general foreman to whom the provisions of clause 34 (1) are applicable, who works for such employer for 24 hours or more in each week or who, in terms of clause 30 (1) (b), is deemed to have worked for such employer for 24 hours in a week.”

(b) as die tyd deur sodanige werknemer in sodanige week gedurende die gewone werkure voorgeskryf in klousule 23 (1) en die oortydure in klousule 32 (1) (a) bedoel minder as 24 uur is, moet sodanige werknemer, behoudens subklousules (2) en (3), geag word 24 uur in daardie week te gewerk het en is hy daarop geregtig om—

(i) die loon betaal te word wat hy sou verdien het indien hy in daardie week 24 uur gewerk het; en

(ii) vir daardie week 'n seël te ontvang op die wyse voorgeskryf in klousules 33 tot en met 35, asof hy in daardie week 24 uur gewerk het.

(2) Subklousule (1) (b) is nie van toepassing nie tensy sodanige werknemer hom vir diens aanmeld en homself vir werk beskikbaar stel—

(a) op elke dag, vanaf Maandag tot Vrydag in daardie week, ten opsigte waarvan sy diens as gevolg van gure weer opgeskort is; en

(b) op die Saterdag van daardie week:

Met dien verstande dat, waar 'n werkgewer oortuig is dat, as gevolg van die spesifieke omstandighede van toepassing op daardie tydstep, dit nie moontlik sal wees om werk op die volgende dag uit te voer nie as gevolg van gure weer of die nagevolge van die gure weer, sodanige werkgewer sy werknemers opdrag kan gee om nie op die volgende dag vir diens aan te meld nie, en indien hulle die werkgewer se opdrag uitvoer, moet sodanige werknemers nie belet word om die voordele te eis waarop hulle ingevolge hierdie klousule geregtig is nie.

(3) Klousule 35 (8) is nie van toepassing op 'n werknemer ten opsigte van enige tydperk waartydens sy dienste as gevolg van gure weer opgeskort is nie.

(4) Vir die toepassing van hierdie klousule beteken die uitdrukking 'gure weer' gure weer soos in klousule 20 (4) (b) omskryf.”

12. KLOUSULE 32 VAN DEEL I.—BETALING VIR OORTYDWERK

Vervang klousule 32 deur die volgende:

“(1) 'n Werknemer van wie vereis word of wat toegelaat word om te eniger tyd te werk buite die ure in klousule 23 voorgeskryf, moet soos volg betaal word:

(a) Behoudens klousule 30, sy uurloon ten opsigte van oortyd gewerk—

(i) tot een uur daaglik van Maandag tot en met Vrydag;

(ii) op 'n openbare vakansiedag in klousule 28 (2) voorgeskryf wat nie binne die vakansietydperk val wat in klousule 28 (1) voorgeskryf word nie;

(b) behoudens klousule 30, een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) langer as een uur oortyd daaglik van Maandag tot en met Vrydag;

(ii) op Saterdag voor 16h30;

(c) behoudens klousule 30, dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) op Saterdag na 16h30;

(ii) op Sondag en tot 07h00 op Maandag;

(iii) op 'n openbare vakansiedag in klousule 28 (2) voorgeskryf wat binne die vakansietydperk val wat in klousule 28 (1) voorgeskryf word:

Met dien verstande dat subparagraphe (i) en (ii) van toepassing is ongeag of die genoemde dae binne of buite die vakansietydperk val wat in klousule 28 (1) voorgeskryf word;

(d) een en twee derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk gedurende die vakansietydperk in klousule 28 (1) bedoel op ander dae as Saterdag, sondae en openbare vakansiedae in klousule 28 (2) voorgeskryf.”

13. KLOUSULE 33 VAN DEEL I.—UITREIKING VAN SEËLS AAN WERKNEMERS

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

“(1) *Die uitreiking van seëls is verpligtend.*—(a) 'n Werkgewer moet elke week 'n seël uitreik, op die wyse in klousule 35 voorgeskryf, aan 'n vakleerling, kwekeling en werknemer vir wie lone in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf word en aan voormanne of algemene voormanne op wie klousule 34 (1) van toepassing is, wat 24 uur of langer in 'n bepaalde week vir sodanige werkgewer werk of wat ingevolge klousule 30 (1) (b) geag word, 24 uur in 'n bepaalde week vir sodanige werkgewer te gewerk het.”

14. CLAUSE 35 OF PART I.—FRINGE BENEFITS AND STAMPS

(1) In subclause (1), substitute the following for the table of stamp categories and values:

	"Stamp categories and values (40-hour week)"
(a) (i) Holiday pay	The relevant amounts prescribed in Annexure A to this Agreement in employee's hourly wage (As defined in clause 4), whichever are applicable."
(ii) Public holiday pay	
(b) Holiday allowance	
(c) Pension Scheme contributions	
(d) Benefit Fund contributions	
(e) Medical Aid Fund contributions	
(f) Contributions to administration expenses	
(g) Contributions to National Development Fund	
(h) Special membership levy	
(i) Total sum	

(2) Substitute the following for subclause (4):

"(4) Except in respect of an employee who works for an employer for less than 24 hours in any one week and subject to the provisions of subclauses (6), (7) and (17) and clause 33 (2), every employer shall deduct weekly from the remuneration due to each employee referred to in clause 33 (1) (a) the relevant amounts prescribed in Annexure B to this Agreement in relation to the employee's hourly wage (as defined in clause 4), whichever are applicable: Provided that the amounts referred to in subclauses (5) and (8) shall be added to the applicable sum deductible in terms of this subclause."

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

"(6) For the purpose of subclauses (1), (4) and (8), the stamp categories, stamp values, prescribed deductions and optional additional deductions shall apply to employees and working employers to the extent prescribed in Annexures A to C inclusive to this Agreement.

(4) In subclause (7)—

(a) substitute the following for all the words preceding paragraph (a):

"(7) Subject to the provisions of clauses 30 (1) (b) and 43 (6) (b), no payment as referred to in subclauses (1) and (2) or deduction as referred to in subclauses (4) and (5) shall be made in respect of an employee who—";

(b) delete the proviso in paragraph (a).

(5) Substitute the following for subclause (8):

"(8) Subject to the provisions of subclause (6) and clause 30 (3), an employer may deduct from the remuneration due to an employee who has worked for 24 hours or more but less than 40 hours in any one week, the relevant amounts prescribed in Annexure C to this Agreement in relation to the employee's hourly wage (as defined in clause 4), whichever are applicable, in respect of each hour during which the employee was absent from work without the permission of the employer or the employer's duly authorised representative, or without good cause."

(6) Substitute the following for subclause (16):

"(16) *Payment of costs in civil proceedings.*—In the event of the Council handing over to its attorneys any claim against an employer for failing to pay the amounts prescribed in subclause (1) to the Council on the due dates prescribed therein or for failing or omitting to purchase and/or issue stamps on the due dates in the manner prescribed in subclauses (9) and (10) or for any other reason whatsoever, such employer shall be liable for all legal fees and disbursements incurred by the Council with its attorneys as between attorney and client, including collection charges."

15. CLAUSE 39 OF PART I.—LOCK-UPS, AND STORAGE OF TOOLS AND CLOTHES

Delete clause 39.

16. CLAUSE 44 OF PART I.—BUILDING INDUSTRY MEDICAL AID FUND, PORT NATAL

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

"(4) *Membership.*—(a) *Compulsory members.*—Membership of the Fund shall be compulsory for working employers, apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (e) (ii) and (iii), (f) (ii), (iii) and (iv), (g), (h), (i) (iii) and (iv) and (j) of Part I of the Agreement and 57 (1) (f), (g) (ii) and (iii), (h), (i), (j) and (k) (iii) and (iv) of Part II of the Agreement and for foremen or general foremen to whom the provisions of clause 34 (1) are applicable."

14. KLOUSULE 35 VAN DEEL I.—BYVOORDELE EN SEËLS

(1) In subklausule (1), vervang die seëlkategorie- en -waardetabel deur die volgende:

	"Seëlkategorie en -waarde (week van 40 uur)"
(a) (i) Vakansiebesoldiging	Die toepaslike bedrae in Aanhangsel B van hierdie Ooreenkoms voorgeskryf met betrekking tot die werknemer se uurloon (soos in klausule 4 omskryf), wat ook al van toepassing is."
(ii) Openbare vakansiedaebesoldiging	
(b) Vakansietoelae	
(c) Bydraes tot Pensioenskema	
(d) Bydraes tot Bystandsfonds	
(e) Bydraes tot Mediese Hulpfonds	
(f) Bydraes tot administrasie-uitgawes	
(g) Bydraes tot Nasionale Ontwikkelingsfonds	
(h) Spesiale lidmaatskapheffing	
(i) Totale som	

(2) Vervang subklausule (4) deur die volgende:

"(4) Met uitsondering van 'n werknemer wat minder as 24 uur in 'n bepaalde week vir 'n werkgever werk, en behoudens subklausules (6), (7) en (17) en klausule 33 (2), moet elke werkgever elke week van die besoldiging wat verskuldig is aan elke werknemer in klausule 33 (1) (a) bedoel, die toepaslike bedrae aftrek soos in Aanhangsel B van hierdie Ooreenkoms voorgeskryf met betrekking tot die werknemer se uurloon (soos in klausule 4 omskryf), wat ook al van toepassing is: Met dien verstande dat die bedrae in subklausules (5) en (8) bedoel, gevoeg moet word by die toepaslike bedrag wat ingevolge hierdie subklausule afgetrek moet word."

(3) Vervang subklausule (6) deur die volgende:

"(6) Vir die toepassing van subklausules (1), (4) en (8), is die seëlkategorieë, seëlwaaarde, voorgeskrewe aftrekkings en opsionele addisionele aftrekkings van toepassing op werknemers en werkende werkgewers soos in Aanhangsels A tot en met C van hierdie Ooreenkoms voorgeskryf."

(4) In subklausule (7)—

(a) vervang al die woorde voor paragraaf (a) deur die volgende:

"(7) Behoudens klausules 30 (1) (b) en 43 (6) (b) mag geen betaling soos in subklausule (1) en (2) bedoel of aftrekking soos in subklausules (4) en (5) bedoel, geskied ten opsigte van 'n werknemer wat—";

(b) skrap die voorbehoudsbepaling in paragraaf (a).

(5) Vervang subklausule (8) deur die volgende:

"(8) Behoudens subklausule (6) en klausule 30 (3) kan 'n werkgever die toepaslike bedrae in Aanhangsel C van hierdie Ooreenkoms voorgeskryf met betrekking tot die werknemer se uurloon (soos in klausule 4 omskryf), wat ook al van toepassing is, ten opsigte van elke uur wat die werknemer van sy werk afwesig was sonder die verlof van sy werkgever of sy werkgever se behoorlik gemagtigde verteenwoordiger, of sonder goeie rede, aftrek van die besoldiging verskuldig aan 'n werknemer wat 24 uur of langer maar minder as 40 uur in 'n bepaalde week gewerk het."

(6) Vervang subklausule (16) deur die volgende:

"(16) *Betaling van koste in siviele gedinge.*—Ingeval die Raad 'n eis teen 'n werkgever wat versuim om die bedrae in subklausule (1) voorgeskryf op die vasgestelde datums hierin voorgeskryf aan die Raad te betaal of versuim of nalaat om seëls te koop en/of uit te reik op die bepaalde datums op die wyse in subklausules (9) en (10) voorgeskryf of om watter rede ook al aan sy prokureurs oorhandig, is sodanige werkgever aanspreeklik vir alle regskoste en uitgawes deur die Raad aangegaan met sy prokureurs soos tussen prokureur en kliënt, met inbegrip van invorderingskoste."

15. KLOUSULE 39 VAN DEEL I.—TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP EN KLERE

Skrap klausule 39.

16. KLOUSULE 44 VAN DEEL I.—MEDIESE HULPFONDS VAN DIE BOUNYWERHEID, PORT NATAL

Vervang subklausule (4) (a) deur die volgende:

"(4) *Lidmaatskap.*—(a) *Verpligte lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir werkende werkgewers, vakleerlinge, kwekelinge en werknemers vir wie lone in klausule 29 (1) (e) (ii) en (iii), (f) (ii), (iii) en (iv), (g), (h), (i) (iii) en (iv) en (j) van Deel I van die Ooreenkoms in klausule 57 (1) (f), (g) (ii) en (iii), (h), (i), (j) en (k) (iii) en (iv) van Deel II van die Ooreenkoms voorgeskryf word en vir voormanne en algemene voormanne op wie klausule 34 (1) van toepassing is."

17. CLAUSE 51 OF PART II.—CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

Substitute the following for subclause (1):

“(1) Subject to the provisions of subclause (2)—

(a) the provisions of clauses 3, 5, 6, 8 to 11 inclusive, 14 to 19 inclusive, 19A, 20 to 27 inclusive, 32 to 34 inclusive, 35 [excluding subclauses (1) (h) and (5)], 36 [excluding subclause (4)], 37, 40, 41, 42 [excluding subclause (4) (b) (iii)] and 43 to 47 inclusive of Part I of the Agreement and Annexures A to C inclusive [excluding column (h) in Annexure A] to the Agreement *mutatis mutandis* apply to this Part;

(b) the provisions of clauses 2, 7, 35 (1) (h) and (5), 36 (4), 42 (4) (b) (iii), 48 and 49 of Part I of the Agreement and column (h) of Annexure A to the Agreement shall *mutatis mutandis* apply to this Part.”

18. CLAUSE 57 OF PART II.—MINIMUM WAGE RATES

(1) In subclause (1), substitute the following for the table of wage rates:

“Category of employee	
	<i>Per day</i> R
(a) Employees engaged on patrolling premises and guarding property	20,97
	<i>Per hour</i> R
(b) General workers	2,33
(c) Manufacturing workers	2,50
(d) Joinery assemblers	3,04
(e) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (2):	
(i) First year	2,50
(ii) Second year	3,04
(f) Machine operators	4,34
(g) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (3) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	2,70
(ii) 33 per cent or more but less than 66 per cent	3,83
(iii) 66 per cent or more	4,97
(h) Tradesmen, Class 1 (joiners and wood machinists)	6,05
(i) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices and trainees	7,65
(j) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices.
(k) Learners serving under contracts of learnership registered in terms of clause 69 (3) of the Former Agreement:	
(i) First year	2,50
(ii) Second year	2,70
(iii) Third year	3,83
(iv) Fourth year	4,97.”

17. KLOUSULE 51 VAN DEEL II.—SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

Vervang subklousule (1) deur die volgende:

“(1) Behoudens subklousule (2)—

(a) is klousules 3, 5, 6, 8 tot en met 11, 14 tot en met 19, 19A, 20 tot en met 27, 32 tot en met 34, 35 [uitgesonderd subklousules (1) (h) en (5)], 36 [uitgesonderd subklousule (4)], 37, 40, 41, 42 [uitgesonderd subklousule (4) (b) (iii)] en 43 tot en met 47 van Deel I van die Ooreenkoms en Aanhangsels A tot en met C [uitgesonderd kolom (h) in Aanhangsel A] van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing;

(b) is klousules 2, 7, 35 (1) (h) en (5), 36 (4), 42 (4) (b) (iii), 48 en 49 van Deel I van die Ooreenkoms en kolom (h) in Aanhangsel A van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing.”

18. KLOUSULE 57 VAN DEEL II.—MINIMUM LOONSKALE

(1) In subklousule (1), vervang die loontabel deur die volgende:

“Kategorie werknemer	
	<i>Per dag</i> R
(a) Werknemers wat persele patrolleer en eiendom bewaak	20,97
	<i>Per uur</i> R
(b) Algemene werkers	2,33
(c) Vervaardigingswerkers	2,50
(d) Skrynwermonteerders	3,04
(e) Kwekeling-masjienbedieners wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is:	
(i) Eerste jaar	2,50
(ii) Tweede jaar	3,04
(f) Masjienbedieners	4,34
(g) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (3) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:	
(i) Minder as 33 persent	2,70
(ii) 33 persent of meer maar minder as 66 persent	3,83
(iii) 66 persent of meer	4,97
(h) Ambagsgesel-skrynwerkers en -houtmasjienwerkers klas I	6,05
(i) Vakman-skrynwerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	7,65
(j) Werknemers wat in diens is gedurende die proeftydperk wat 'kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(k) Leerlinge wat diens doen ooreenkomstig leerlingkontrakte wat ingevolge klousule 69 (3) van die Vorige ooreenkoms geregistreer is:	
(i) Eerste jaar	2,50
(ii) Tweede jaar	2,70
(iii) Derde jaar	3,83
(iv) Vierde jaar	4,97.”

Seëlkat- gorie	Uurloon		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Van	Tot	Vakan- sie- besol- diging	Besol- diging vir open- bare vakan- siedae	Vakan- sie- toelae	By- draes tot Pen- sioen- skemas	By- draes tot By- stands- fonds	By- draes tot Medie- se Hulp- fonds	By- draes tot admi- nistra- sie uit- gawes	Bydraes tot Nasio- nale Ontwik- kelings- fonds	Spes- iale lid- maat- skap- heffing	Totale som per week
	R	R	R	R	R	R	R	R	R	R	R	R
207	2,33	2,40	6,00	4,40	4,16	15,36	0,60	—	0,84	0,30	0,70	32,36
209	2,41	2,60	6,52	4,80	4,52	16,64	0,68	—	0,88	0,30	0,70	35,04
211	2,61	2,80	7,00	5,16	4,88	17,92	0,84	—	0,92	0,30	0,70	37,72
213	2,81	3,05	7,64	5,60	5,32	19,52	0,92	—	0,96	0,30	0,70	40,96
215	3,06	3,35	8,40	6,16	5,84	21,44	1,20	—	1,00	0,30	0,70	45,04
217	3,36	3,65	9,16	6,72	6,36	23,36	1,28	—	1,04	0,30	0,70	48,92
219	3,66 en meer		10,00	7,36	6,96	25,60	1,40	—	1,10	0,30	0,70	53,42
313	2,84	3,05	7,64	5,60	5,32	19,52	0,92	12,20	0,96	0,30	0,70	53,16
315	3,06	3,35	8,40	6,16	5,84	21,44	1,20	12,56	1,00	0,30	0,70	57,60
317	3,36	3,65	9,16	6,72	6,36	23,36	1,28	13,72	1,04	0,30	0,70	62,64
319	3,66	4,00	10,00	7,36	6,96	25,60	1,40	14,00	1,10	0,30	0,70	67,42
321	4,01	4,35	10,88	8,00	7,56	27,84	1,52	14,12	1,20	0,30	0,70	72,12
323	4,36	4,75	11,88	8,72	8,24	30,40	1,68	14,28	1,30	0,30	0,70	77,50
325	4,76	5,15	12,88	9,44	8,96	32,96	1,80	15,48	1,42	0,30	0,70	83,94
327	5,16	5,60	14,00	10,28	9,72	35,84	1,96	16,80	1,54	0,30	0,70	91,14
329	5,61	6,15	15,40	11,28	10,68	39,36	2,16	18,48	1,68	0,30	0,70	100,04
331	6,16	6,70	16,76	12,28	11,64	42,88	2,36	20,12	1,84	0,30	0,70	108,88
333	6,71	7,30	18,28	13,40	12,68	46,72	2,56	21,92	2,00	0,30	0,70	118,56
335	7,31	7,95	19,88	14,60	13,80	50,88	2,80	23,88	2,18	0,30	0,70	129,02
337	7,96	8,65	21,64	15,88	15,00	55,36	3,04	25,96	2,38	0,30	0,70	140,26
339	8,66 en meer		23,64	17,36	16,40	60,48	3,32	28,36	2,60	0,30	0,70	153,16
439	8,80	9,45	23,64	17,36	16,40	60,48	3,32	28,36	2,60	—	—	152,16
441	9,46 en meer		25,76	18,88	17,88	65,92	3,64	30,92	2,84	—	—	165,84
535	—	—	—	—	—	50,88	—	23,88	2,18	0,30	0,70	77,94

ANNEXURE B

PRESCRIBED DEDUCTIONS

[Subject to the provisions of clause 35 (4) and (6) of Part I of the Agreement and clause 51 (1) (a) of Part II of the Agreement]

1. The weekly deductions prescribed in clause 3 hereunder shall apply to employees *mutatis mutandis* in the manner prescribed in clause 1 (1), (2) and (3) of Annexure A to the Agreement but shall not apply to working employers.

2. For the purposes of this Annexure, the expression "hourly wage" means the employee's hourly wage as defined in clause 4 of the Agreement.

3. The following weekly deductions shall apply to the employees referred to in clause 1 of this Annexure in relation to each employee's hourly wage:

AANHANGSEL B

VOORGESKREWE AFTREKKINGS

[Behoudens klousule 35 (4) en (6) van Deel I van die Ooreenkoms en klousule 57 (1) (a) van Deel II van die Ooreenkoms]

1. Die weeklikse aftrekkings in klousule 3 hieronder voorgeskryf is op werknemers van toepassing *mutatis mutandis* op die wyse in klousule 1 (1), (2) en (3) van Aanhangel A van die Ooreenkoms voorgeskryf maar is nie van toepassing op werkende werkgewers nie.

2. Vir die toepassing van hierdie Aanhangel beteken die uitdrukking "uurloon" die werknemer se uurloon soos in klousule 4 omskryf.

3. Die volgende weeklikse aftrekkings is van toepassing op die werknemers in klousule 1 van hierdie Aanhangel bedoel met betrekking tot elke werknemer se uurloon:

Stamp category	Hourly wage		(a)	(b)	(c)	(d)
	From	To	Pension Scheme Contributions	Medical Aid Fund Contributions	Contributions to administration expenses	Total sum per week
	R	R	R	R	R	R
207	2,33	2,40	1,08	—	0,42	1,50
209	2,41	2,60	1,16	—	0,44	1,60
211	2,61	2,80	1,24	—	0,46	1,70
213	2,81	3,05	1,36	—	0,48	1,84
215	3,06	3,35	1,52	—	0,50	2,02
217	3,36	3,65	1,64	—	0,52	2,16
219	3,66 and over		1,80	—	0,55	2,35
313	2,84	3,05	1,36	4,88	0,48	6,72
315	3,06	3,35	1,52	5,04	0,50	7,06
317	3,36	3,65	1,64	5,48	0,52	7,64
319	3,66	4,00	1,80	5,60	0,55	7,95
321	4,01	4,35	1,96	5,64	0,60	8,20
323	4,36	4,75	2,12	5,72	0,65	8,49
325	4,76	5,15	2,32	6,20	0,71	9,23
327	5,16	5,60	2,52	6,72	0,77	10,01
329	5,61	6,15	2,76	7,40	0,84	11,00
331	6,16	6,70	3,00	8,04	0,92	11,96
333	6,71	7,30	3,28	8,76	1,00	13,04
335	7,31	7,95	3,56	9,56	1,09	14,21
337	7,96	8,65	3,88	10,40	1,19	15,47
339	8,66 and over		4,24	11,36	1,30	16,90
439	8,80	9,46	24,20	11,36	1,30	36,86
441	9,46 and over		26,36	12,36	1,42	40,14

19. CLAUSE 59 OF PART II.—STORAGE OF TOOLS AND CLOTHES

Delete clause 59.

20. ANNEXURES TO THE AGREEMENT

Insert the following as new Annexures to the Agreement:

"ANNEXURE A**STAMP VALUES**

[Subject to the provisions of clause 35 (1) and (6) of Part I of the Agreement and clause 51 (1) (a) of Part II of the Agreement]

1. The weekly stamp values prescribed in clause 3 hereunder shall apply to employees and working employers as follows:

(1) *Any prescribed stamp category from 201 to 299 inclusive.*—Employees for whom wages are prescribed in clause 29 (1) (a), (b), (c), (d), (e) (i), (f) (i) and (i) (i) and (ii) of Part I of the Agreement and clause 57 (1) (a), (b), (c), (d), (e), (g) (i) and (k) (i) and (ii) of Part II of the Agreement;

(2) *Any prescribed stamp category from 301 to 399 inclusive.*—Apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (e) (ii) and (iii), (f) (ii), (iii) and (iv), (g), (h), (i) (iii) and (iv) and (j) of Part I of the Agreement and clause 57 (1) (f), (g) (ii) and (iii), (h), (i), (j) and (k) (iii) and (iv) of Part II of the Agreement;

(3) *Any prescribed stamp category from 401 to 499 inclusive.*—Foremen and general foremen to whom the provisions of clause 34 (1) of Part I of the Agreement read with clause 51 (1) (a) of Part II of the Agreement are applicable;

(4) *Any prescribed stamp category from 501 to 599 inclusive.*—Working employers to whom the provisions of clause 34 (2) of Part I of the Agreement are applicable.

2. For the purposes of this Annexure, the expression "hourly wage" means the employee's hourly wage as defined in clause 4 of the Agreement.

3. The following weekly stamp values shall apply to the employees referred to in clause 1 of this Annexure in relation to each employee's hourly wage and to working employers:

19. KLOUSULE 59 VAN DEEL II.—BEWARING VAN GEREEDSKAP EN KLERE

Skrap klousule 59.

20. AANHANGSELS VAN DIE OOREENKOMS

Voeg die volgende nuwe Aanhangsels in:

"AANHANGSEL A**SEËLWAARDES**

[Behoudens klousule 35 (1) en (6) van Deel I van die Ooreenkoms en klousule 51 (1) (a) van Deel II van die Ooreenkoms]

1. Die weeklikse seëlwaardes in klousule 3 hieronder voorgeskryf is van toepassing op werknemers en werkende werkgewers soos volg:

(1) *Enige voorgeskryfde seëlkatogorie vanaf 201 tot en met 299.*—Werknemers vir wie lone in klousule 29 (1) (a), (b), (c), (d), (e) (i), (f) (i) en (i) (i) en (ii) van Deel I van die Ooreenkoms en klousule 57 (1) (a), (b), (c), (d), (e), (g) (i) en (k) (i) en (ii) van Deel II van die Ooreenkoms voorgeskryf word;

(2) *Enige voorgeskryfde seëlkatogorie vanaf 301 tot en met 399.*—Vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (e) (ii) en (iii), (f) (ii), (iii) en (iv), (g), (h), (i) (iii) en (iv) en (j) van Deel I van die Ooreenkoms en klousule 57 (1) (f), (g) (ii) en (iii), (h), (i), (j) en (k) (iii) en (iv) van Deel II van die Ooreenkoms voorgeskryf word;

(3) *Enige voorgeskryfde seëlkatogorie vanaf 401 tot en met 499.*—Voormanne en algemene voormanne op wie klousule 34 (1) van Deel I van die Ooreenkoms, gelees met klousule 57 (1) (a) van Deel II van die Ooreenkoms van toepassing is;

(4) *Enige voorgeskryfde seëlkatogorie van 501 tot en met 599.*—Werkende werkgewers op wie klousule 34 (2) van Deel I van die Ooreenkoms van toepassing is.

2. Vir die toepassing van hierdie Aanhangsel beteken die uitdrukking "uurloon" die werknemer se uurloon soos in klousule 4 omskryf.

3. Die volgende weeklikse seëlwaardes is van toepassing op die werknemers in klousule 1 van hierdie Aanhangsel bedoel met betrekking tot elke werknemer se uurloon en op werkende werkgewers:

Stamp category	Hourly wage		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	From	To	Holiday pay	Public-Holiday Pay	Holiday allowance	Pension Scheme contributions	Benefit Fund contributions	Medical Aid Fund contributions	Contributions to administration expenses	Contributions to National Development Fund	Special membership levy	Total sum per week
	R	R	R	R	R	R	R	R	R	R	R	R
207	2,33	2,40	6,00	4,40	4,16	15,36	0,60	—	0,84	0,30	0,70	32,36
209	2,41	2,60	6,52	4,80	4,52	16,64	0,68	—	0,88	0,30	0,70	35,04
211	2,61	2,80	7,00	5,16	4,88	17,92	0,84	—	0,92	0,30	0,70	37,72
213	2,81	3,05	7,64	5,60	5,32	19,52	0,92	—	0,96	0,30	0,70	40,96
215	3,06	3,35	8,40	6,16	5,84	21,44	1,20	—	1,00	0,30	0,70	45,04
217	3,36	3,65	9,16	6,72	6,36	23,36	1,28	—	1,04	0,30	0,70	48,92
219	3,66 and over		10,00	7,36	6,96	25,60	1,40	—	1,10	0,30	0,70	53,42
313	2,84	3,05	7,64	5,60	5,32	19,52	0,92	12,20	0,96	0,30	0,70	53,16
315	3,06	3,35	8,40	6,16	5,84	21,44	1,20	12,56	1,00	0,30	0,70	57,60
317	3,36	3,65	9,16	6,72	6,36	23,36	1,28	13,72	1,04	0,30	0,70	62,64
319	3,66	4,00	10,00	7,36	6,96	25,60	1,40	14,00	1,10	0,30	0,70	67,42
321	4,01	4,35	10,88	8,00	7,56	27,84	1,52	14,12	1,20	0,30	0,70	72,12
323	4,36	4,75	11,88	8,72	8,24	30,40	1,68	14,28	1,30	0,30	0,70	77,50
325	4,76	5,15	12,88	9,44	8,96	32,96	1,80	15,48	1,42	0,30	0,70	83,94
327	5,16	5,60	14,00	10,28	9,72	35,84	1,96	16,80	1,54	0,30	0,70	91,14
329	5,61	6,15	15,40	11,28	10,68	39,36	2,16	18,48	1,68	0,30	0,70	100,04
331	6,16	6,70	16,76	12,28	11,64	42,88	2,36	20,12	1,84	0,30	0,70	108,88
333	6,71	7,30	18,28	13,40	12,68	46,72	2,56	21,92	2,00	0,30	0,70	118,56
335	7,31	7,95	19,88	14,60	13,80	50,88	2,80	23,88	2,18	0,30	0,70	129,02
337	7,96	8,65	21,64	15,88	15,00	55,36	3,04	25,96	2,38	0,30	0,70	140,26
339	8,66 and over		23,64	17,36	16,40	60,48	3,32	28,36	2,60	0,30	0,70	153,16
439	8,80	9,45	23,64	17,36	16,40	60,48	3,32	28,36	2,60	—	—	152,16
441	9,46 and over		25,76	18,88	17,88	65,92	3,64	30,92	2,84	—	—	165,84
535	—	—	—	—	—	50,88	—	23,88	2,18	0,30	0,70	77,94

Seëlkategorie	Uurloon		(a) Bydraes tot Pensioen- skema	(b) Bydraes tot Mediese Hulpfonds	(c) Bydraes tot administrasie- uitgawes	(d) Totale som per week
	Van	Tot				
	R	R	R	R	R	R
207	2,33	2,40	1,08	—	0,42	1,50
209	2,41	2,60	1,16	—	0,44	1,60
211	2,61	2,80	1,24	—	0,46	1,70
213	2,81	3,05	1,36	—	0,48	1,84
215	3,06	3,35	1,52	—	0,50	2,02
217	3,36	3,65	1,64	—	0,52	2,16
219	3,66 en meer		1,80	—	0,55	2,35
313	2,84	3,05	1,36	4,88	0,48	6,72
315	3,06	3,35	1,52	5,04	0,50	7,06
317	3,36	3,65	1,64	5,48	0,52	7,64
319	3,66	4,00	1,80	5,60	0,55	7,95
321	4,01	4,35	1,96	5,64	0,60	8,20
323	4,36	4,75	2,12	5,72	0,65	8,49
325	4,76	5,15	2,32	6,20	0,71	9,23
327	5,16	5,60	2,52	6,72	0,77	10,01
329	5,61	6,15	2,76	7,40	0,84	11,00
331	6,16	6,70	3,00	8,04	0,92	11,96
323	6,71	7,30	3,28	8,76	1,00	13,04
335	7,31	7,95	3,56	9,56	1,09	14,21
337	7,96	8,65	3,88	10,40	1,19	15,47
339	8,66 en meer		4,24	11,36	1,30	16,90
439	8,80	9,46	24,20	11,36	1,30	36,86
441	9,46 en meer		26,36	12,36	1,42	40,14

ANNEXURE C

OPTIONAL ADDITIONAL DEDUCTIONS

[Subject to the provisions of clause 35 (6) and (8) of Part I of the Agreement and clause 51 (1) (a) of Part II of the Agreement]

1. The hourly optional additional deductions prescribed in clause 3 hereunder shall apply to employees *mutatis mutandis* in the manner prescribed in clause 1 (1), (2) and (3) of Annexure A to the Agreement but shall not apply to working employers.

2. For the purposes of this Annexure, the expression "hourly wage" means the employee's hourly wage as defined in clause 4 of the Agreement.

3. The following hourly optional additional deductions shall apply to the employees referred to in clause 1 of this Annexure in relation to each employee's hourly wage:

AANHANGSEL C

OPSIONELE ADDISIONELE AFTREKKINGS

[Behoudens klousule 35 (6) en (8) van Deel I van die Ooreenkoms en klousule 51 (1) (a) van Deel II van die Ooreenkoms]

1. Die uurlikse opsionele addisionele aftrekkings in klousule 3 hieronder voorgeskryf is op werknemers van toepassing *mutatis mutandis* op die wyse in klousule 1 (1), (2) en (3) van Aanhangel A van die Ooreenkoms voorgeskryf maar is nie van toepassing op werkende werkgewers nie.

2. Vir die toepassing van hierdie Aanhangel beteken die uitdrukking "uurloon" die werknemer se uurloon soos in klousule 4 omskryf.

3. Die volgende uurlikse opsionele addisionele aftrekkings is van toepassing op die werknemers in klousule 1 van hierdie Aanhangel bedoel met betrekking tot elke werknemer se uurloon:

Stamp category	Hourly wage		(a) (i) Holiday pay	(a) (ii) Public Holiday pay	(b) Holiday allowance	(c) Pension Scheme contributions	(d) Benefit Fund contributions	(e) Medical Aid Fund contributions	(f) Total sum
	From	To							
	R	R	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
207	2,33	2,40	15,0	11,0	10,4	35,7	1,5	—	73,6
209	2,41	2,60	16,3	12,0	11,3	38,7	1,7	—	80,0
211	2,61	2,80	17,5	12,9	12,2	41,7	2,1	—	86,4
213	2,81	3,05	19,1	14,0	13,3	45,4	2,3	—	94,1
215	3,06	3,35	21,0	15,4	14,6	49,8	3,0	—	103,8
217	3,36	3,65	22,9	16,8	15,9	54,3	3,2	—	113,1
219	3,66 and over		25,0	18,4	17,4	59,5	3,5	—	123,8
313	2,84	3,05	19,1	14,0	13,3	45,4	2,3	18,3	112,4
315	3,06	3,35	21,0	15,4	14,6	49,8	3,0	18,8	122,6
317	3,36	3,65	22,9	16,8	15,9	54,3	3,2	20,6	133,7
319	3,66	4,00	25,0	18,4	17,4	59,5	3,5	21,0	144,8
321	4,01	4,35	27,2	20,0	18,9	64,7	3,8	21,2	155,8
323	4,36	4,75	29,7	21,8	20,6	70,7	4,2	21,4	168,4
325	4,76	5,15	32,2	23,6	22,4	76,6	4,5	23,2	182,5
327	5,16	5,60	35,0	25,7	24,3	83,3	4,9	25,2	198,4
329	5,61	6,15	38,5	28,2	26,7	91,5	5,4	27,7	218,0
331	6,16	6,70	41,9	30,7	29,1	99,7	5,9	30,2	237,5
333	6,71	7,30	45,7	33,5	31,7	108,6	6,4	32,9	258,8
335	7,31	7,95	49,7	36,5	34,5	118,3	7,0	35,8	281,8
337	7,96	8,65	54,1	39,7	37,5	128,7	7,6	38,9	306,5
339	8,66 and over		59,1	43,4	41,0	140,6	8,3	42,5	334,9

Stamp category	Hourly wage		(a) (i) Holiday pay	(a) (ii) Public Holiday pay	(b) Holiday allowance	(c) Pension Scheme contributions	(d) Benefit Fund contributions	(e) Medical Aid Fund contributions	(f) Total sum
	From	To							
	R	R	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
439	8,80	9,45	59,1	43,4	41,0	90,7	8,3	42,5	285,0
441	9,46	10,30	64,4	47,2	44,7	98,9	9,1	46,4	310,7."

Seëlkatogorie	Uurloon		(a) (i) Vakansie-besoldiging	(a) (ii) Openbare vakansiedae besoldiging	(b) Vakansie-toelae	(c) Bydraes tot Pensioen-skema	(d) Bydraes tot Bystands-fonds	(e) Bydraes tot Mediese fonds	(f) Totale som
	Van	Tot							
	R	R	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
207	2,33	2,40	15,0	11,0	10,4	35,7	1,5	—	73,6
209	2,41	2,60	16,3	12,0	11,3	38,7	1,7	—	80,0
211	2,61	2,80	17,5	12,9	12,2	41,7	2,1	—	86,4
213	2,81	3,05	19,1	14,0	13,3	45,4	2,3	—	94,1
215	3,06	3,35	21,0	15,4	14,6	49,8	3,0	—	103,8
217	3,36	3,65	22,9	16,8	15,9	54,3	3,2	—	113,1
219	3,66 en meer		25,0	18,4	17,4	59,5	3,5	—	123,8
313	2,84	3,05	19,1	14,0	13,3	45,4	2,3	18,3	112,4
315	3,06	3,35	21,0	15,4	14,6	49,8	3,0	18,8	122,6
317	3,36	3,65	22,9	16,8	15,9	54,3	3,2	20,6	133,7
319	3,66	4,00	25,0	18,4	17,4	59,5	3,5	21,0	144,8
321	4,01	4,35	27,2	20,0	18,9	64,7	3,8	21,2	155,8
323	4,36	4,75	29,7	21,8	20,6	70,7	4,2	21,4	168,4
325	4,76	5,15	32,2	23,6	22,4	76,6	4,5	23,2	182,5
327	5,16	5,60	35,0	25,7	24,3	83,3	4,9	25,2	198,4
329	5,61	6,15	38,5	28,2	26,7	91,5	5,4	27,7	218,0
331	6,16	6,70	41,9	30,7	29,1	99,7	5,9	30,2	237,5
333	6,71	7,30	45,7	33,5	31,7	108,6	6,4	32,9	258,8
335	7,31	7,95	49,7	36,5	34,5	118,3	7,0	35,8	281,8
337	7,96	8,65	54,1	39,7	37,5	128,7	7,6	38,9	306,5
339	8,66 en meer		59,1	43,4	41,0	140,6	8,3	42,5	334,9
439	8,80	9,45	59,1	43,4	41,0	90,7	8,3	42,5	285,0
441	9,46	10,30	64,4	47,2	44,7	98,9	9,1	46,4	310,7."

Signed at Durban, on behalf of the parties, this 14th day of September 1988.

M. LIPSHITZ,
Chairman.

R. D. PICKLES,
Member.

K. H. DAVEL,
Secretary.

Namens die partye op hede die 14de dag van September 1988 te Durban onderteken.

M. LIPSHITZ,
Voorsitter.

R. D. PICKLES,
Lid.

K. H. DAVEL,
Sekretaris.

No. R. 2217

28 October 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—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 31 October 1988 and for the period ending 29 October 1989, upon the employers' organisation and the trade unions which entered into the

No. R. 2217

28 Oktober 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—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 31 Oktober 1988 en vir die tydperk wat op 29 Oktober 1989 eindig, bindend is vir die werkgewersorganisasie en

Amending 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 Amending Agreement, excluding those contained in clauses 1 (1) (a) and 14 in so far as it amends clause 35 (1) (D) (h) of Part I of the Main Agreement, shall be binding, with effect from 31 October 1988 and for the period ending 29 October 1989, 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

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

AGREEMENT FOR THE MIDLANDS AREA

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

**Natal Master Builders' and Allied Industries Association
Pietermaritzburg Division**

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry,

to amend the Agreement published under Government Notice R. 1625 of 31 July 1987, hereinafter referred to as the Main Agreement, as amended by Government Notice R. 848 of 29 April 1988.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial District of Camperdown, Estcourt, Lions River, New Hanover, Pietermaritzburg, Richmond and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

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

(a) only apply to those classes of employees for whom wages are prescribed in Parts I and II of the Main Agreement;

(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 clerical or administrative employees;

(d) apply to foremen and general foremen who are not supervisory staff as defined in clause 4 of the Main Agreement;

(e) not apply to foremen and general foremen who are supervisory staff;

(f) apply to working employers;

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

2. ARRANGEMENT OF AGREEMENT

In the Arrangement of the Agreement—

(1) substitute the following for item 17:

"17. Labour-only contractors and labour-only contracts: 16";

die vakverenigings wat die Wysigingsooreenkoms aangeaan 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 bepalinge van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 14 vir sover dit klousule 35 (1) (D) (h) van Deel I van die Hoof-ooreenkoms wysig, met ingang van 31 Oktober 1988 en vir die tydperk wat op 29 Oktober 1989 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, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

OOREENKOMS VIR DIE GEBIED MIDDELLANDE

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

**Natal Master Builders' and Allied Industries Association
(Pietermaritzburg Division)**

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

om die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1625 van 31 Julie 1987, hierna die Hoof-ooreenkoms genoem soos gewysig deur Goewermenskennisgewing R. 848 van 29 April 1988, te wysig.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Camperdown, Estcourt, Lionsrivier, New Hanover, Pietermaritzburg, Richmond en in daardie gedeeltes van die landdrosdistrik Mooirivier wat voor 1 September 1964 in die landdrosdistrikte Estcourt en Lionsrivier geval het.

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

(a) slegs van toepassing op dié klasse werknemers vir wie lone in Deel I en Deel II van die Hoof-ooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;

(c) nie van toepassing op klerklike of administratiewe personeel nie;

(d) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel soos in klousule 4 van die Hoof-ooreenkoms omskryf, is nie.

(e) nie van toepassing op voormanne en algemene voormanne wat toesighoudende personeel is nie;

(f) van toepassing op werkende werkgewers;

(g) nie van toepassing nie op universiteits- en technikonstudente, konstruksietoetsighouders, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

2. INDELING VAN OOREENKOMS

In die Indeling van die Ooreenkoms—

(1) vervang item 17 deur die volgende:

"17. Slegs-arbeid-kontrakteurs en slegs-arbeid-kontrakte: 16";

(2) insert the following after item 19:

"19A. Grievance, disciplinary and dismissal procedure and settlement of disputes: 18";

(3) substitute the following for item 30:

"30. Guaranteed minimum week—inclement weather: 22";

(4) delete item 39;

(5) delete item 59.

3. CLAUSE 3 OF PART I.—PURPOSE OF AGREEMENT

Renumber the existing clause to read subclause (1) and insert the following new subclause (2):

"(2) Where an employer or employee can satisfy the Council that any of the provisions of this Agreement are restricting entrepreneurial initiative and/or employment opportunities, such employer or employee may apply to the Council for exemption from those specific provisions and the Council may, in terms of clause 6 of this Agreement, grant such exemption."

4. CLAUSE 4 OF PART I.—DEFINITIONS

(1) Substitute the following for the definition "hourly wage":

"'hourly wage' means the hourly wage prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, and shall exclude the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable: Provided that where an employer regularly pays an employee an amount higher than that prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, it means such higher amount;"

(2) Insert the following new definitions after the definition "hourly wage":

"'labour-only contract' means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such person is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, for all the material to be used in the execution of such work;

'labour-only contractor' means a person who undertakes a labour-only contract;"

(3) Delete the definition "lock-up".

5. CLAUSE 17 OF PART I.—WAGE GUARANTEE

Substitute the following for clause 17 and its heading:

"17. LABOUR-ONLY CONTRACTORS AND LABOUR-ONLY CONTRACTS

(1) *Registration of labour-only contractors.*—No person shall operate as a labour-only contractor unless he is registered with the Council as an employer or, if he is not an employer, as if he were an employer, in accordance with the provisions of clause 16.

(2) *Undertaking of contracts on a labour-only basis by employers.*—(a) A person may undertake work on the basis of a labour-only contract.

(b) A person who undertakes work on the basis of a labour-only contract shall comply with the provisions of the Agreement in respect of the carrying out of such work and, in particular—

(i) if he employs persons, shall remunerate his employees at not less than the rates prescribed in clauses 29 and 30 and shall issue stamps to any such employees in the manner prescribed in clauses 33, 34 (1) and 35; and

(ii) if he is a working employer, shall comply with the provisions of clauses 13 (8) and 34 (2).

(3) *Giving out of work on a labour-only basis by employers.*—An employer shall not give out work on the basis of a labour-only contract to a labour-only contractor unless such labour-only contractor is registered with the Council as an employer, or if he is not an employer, as if he were an employer, in accordance with the provisions of clause 16. The onus shall be on the employer giving out such work to satisfy himself that the labour-only contractor is so registered."

(2) voeg die volgende in na item 19:

"19A. Griewe-, dissiplinêre- en diensbeëindigingsprosedures en beslegting van geskille: 18;

(3) vervang item 30 deur die volgende:

"30. Gewaarborgde minimum week—gure weer: 22";

(4) skrap item 39;

(5) skrap item 59.

3. KLOUSULE 3 VAN DEEL I.—DOEL VAN OOREENKOMS

Hernommer die bestaande klausule om te lui subklausule (1) en voeg die volgende nuwe subklausule (2) in:

"(2) Waar 'n werkgever of 'n werknemer die Raad kan oortuig dat entrepreneursinisiatief en/of werkgeleenthede beperk word deur enige bepalinge van hierdie Ooreenkoms, kan sodanige werkgever of werknemer by die Raad aansoek doen om vrystelling van dié spesifieke bepalinge en die Raad kan sodanige vrystelling verleen ingevolge klausule 6 van hierdie Ooreenkoms."

4. KLOUSULE 4 VAN DEEL I.—WOORDOMSKRYWING

(1) Vervang die omskrywing "uurloon" deur die volgende:

"'uurloon' die uurloon voorgeskryf in klausule 29 (1) van Deel I van die Ooreenkoms en klausule 57 (1) van Deel II van die Ooreenkoms, maar omvat dit nie die addisionele bedrag voorgeskryf in klausule 29 (2) van Deel I van die Ooreenkoms en klausule 57 (2) van Deel II van die Ooreenkoms, indien van toepassing: Met dien verstande dat waar 'n werkgever 'n werknemer gereeld 'n hoër bedrag betaal as dié in klausule 29 (1) van Deel I van die Ooreenkoms en klausule 57 (1) van Deel II van die Ooreenkoms voorgeskryf, dit sodanige hoër bedrag beteken;"

(2) Voeg die volgende nuwe omskrywings in na die omskrywing "uurloon":

"'slegs-arbeid-kontrak' 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens iemand onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

'slegs-arbeid-kontrakteur' iemand wat 'n slegs-arbeid-kontrak onderneem;"

(3) Skrap die omskrywing "toesluitplek".

5. KLOUSULE 17 VAN DEEL I.—LOONWAARBORG

Vervang klausule 17 en die opskrif deur die volgende:

"17. SLEGS-ARBEID-KONTRAKTEURS EN SLEGS-ARBEID-KONTRAKTE

(1) *Registrasie van slegs-arbeid-kontrakteurs.*—Niemand mag as 'n slegs-arbeid-kontrakteur optree nie tensy hy ooreenkomstig klausule 16 by die Raad as werkgever geregistreer is of, indien hy nie 'n werkgever is nie, asof hy 'n werkgever is.

(2) *Die aangaan van kontrakte deur werkgevers op 'n slegs-arbeid-kontrakgrondslag.*—(a) Iemand kan werk op 'n slegs-arbeid-kontrakgrondslag aangaan.

(b) Iemand wat werk op 'n slegs-arbeid-kontrakgrondslag aangaan, moet aan die Ooreenkoms voldoen by die uitvoering van sodanige werk en hy moet veral—

(i) indien hy werknemers in diens het, sy werknemers besoldig teen minstens die tariewe in klausules 29 en 30 voorgeskryf en seëls aan sy werknemers uitreik op die wyse in klausule 33, 34 (1) en 35 voorgeskryf; en

(ii) indien hy 'n werkende werkgever is, aan klausules 13 (8) en 34 (2) voldoen.

(3) *Die uitbesteding van werk deur werkgevers op 'n slegs-arbeid-kontrakgrondslag.*—'n Werkgever mag nie werk aan 'n slegs-arbeid-kontrakteur op 'n slegs-arbeid-kontrakgrondslag uitbestede nie tensy sodanige slegs-arbeid-kontrakteur ooreenkomstig klausule 16 by die Raad as werkgever geregistreer is of, indien hy nie 'n werkgever is nie, asof hy 'n werkgever is. Die onus berus by die werkgever wat sodanige werk uitbestede om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is."

6. Insert the following new clause 19A:

"19A. GRIEVANCE, DISCIPLINARY AND DISMISSAL PROCEDURES AND SETTLEMENT OF DISPUTES

(1) *Grievance, disciplinary and dismissal procedures.*—(a) An employer may, in consultation with his employees, establish written grievance, disciplinary and dismissal procedures in order to regulate—

(i) the basis upon which employees' grievances may be submitted to and be handled by such employer; and

(ii) the procedures to be followed by such employer regarding any disciplinary action to be taken against employees and/or the dismissal of employees.

(b) The Council may, from time to time, recommend the matters that should be included in a grievance, disciplinary and dismissal procedure and may make such recommendations available to employers and employees as guidelines.

(2) *Settlement of disputes between employers and employees.*—(a) Where a dispute, other than a dispute arising out of a complaint regarding an alleged breach of the provisions of the Agreement, arises between an employer and employee or employees (hereinafter referred to as "the parties to the dispute"), the parties to the dispute shall endeavour to settle such dispute by agreement between themselves.

(b) Where the parties to a dispute are unable to settle that dispute in the manner contemplated in paragraph (a), the employer or the employee or employees, or any employers' organisation or trade union acting on their behalf, may, subject to the provisions of section 27A (1) (b) and (c) of the Act, refer such dispute in writing to the Council and, in such event, shall indicate, in writing, the full names and addresses of the parties to the dispute and full details regarding the nature of the said dispute.

(c) Where a dispute is referred to the Council in accordance with the provisions of paragraph (b), the Council shall, through mediation by a Council official nominated by the Council, endeavour to get the parties to the dispute to settle such dispute by agreement between themselves. The Council may, from time to time, determine, in accordance with fair and equitable principles, the procedure to be followed by the mediator in the mediation process.

(d) Where a dispute is not settled by mediation in accordance with the provisions of paragraph (c), the official nominated by the Council as mediator shall refer such dispute to the Council's Disputes Committee for investigation. The Council may, from time to time, determine, in accordance with fair and equitable principles, the manner in which disputes shall be investigated by the Disputes Committee. The Disputes Committee shall submit a report on its investigations to the Council and may recommend to the Council the manner in which the said dispute should be settled.

(e) When investigating a dispute that has been referred to it, the Disputes Committee shall take into consideration the provisions of any grievance, disciplinary and dismissal procedure that has been established by an employer who is a party to a dispute and, if no such procedure has been established, may take into account the provisions of any guidelines issued by the Council in accordance with the provisions of subclause (1) (b).

(f) In respect of any dispute which has been investigated by the Disputes Committee, the Council may decide—

(i) to either adopt the recommendation of the Disputes Committee or, at its discretion, to make such other decision as it considers to be appropriate. Any such decision of the Council shall, subject to the provisions of section 27 (7) of the Act, settle such dispute; or

(ii) that it is unable to settle such dispute."

7. CLAUSE 20 OF PART I.—SUSPENSION OF EMPLOYMENT

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

"(1) Subject to the provisions of clauses 30 and 32, an employer may temporarily suspend the employment of any employee, other than an apprentice, trainee or employee for whom wages are prescribed in clause 29 (1) (h), without being liable for the payment of any remuneration to such employee during such period of suspension—

(a) for any cause recognised by law as sufficient; or

(b) because work can temporarily not be carried out for short periods of time for reasons beyond the control of the employer, including, but not limited to, shortage or unavailability of materials; or

(c) because of inclement weather; or

(d) because the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, work stoppage and/or labour unrest and/or any other circumstances which could result in or give rise to the personal safety of the employer or his employees being at risk, explosion and/or similar emergencies beyond the control of the employer."

6. Voeg die volgende nuwe klousule 19A in:

"19A. GRIEWE-, DISCIPLINÊRE- EN DIENSBEËINDIGINGS-PROSEDURES EN BESLEGTING VAN GESKILLE

(1) *Griewe-, disiplinêre- en diensbeëindigingsprosedures.*—(a) 'n Werkgewer kan, in oorleg met sy werknemers, skriftelike griewe-, disiplinêre- en diensbeëindigingsprosedures instel om die volgende te bepaal:

(i) Die grondslag waarop die werknemers se griewe aan die werkgewer voorgelê en deur sodanige werkgewer gehanteer moet word; en

(ii) die prosedures wat deur sodanige werkgewer in verband met enige disiplinêre optrede teen werknemers en/of die diensbeëindiging van werknemers gevolg moet word.

(b) Die Raad kan van tyd tot tyd aanbeveel watter sake in 'n griewe-, disiplinêre en diensbeëindigingsprosedure ingesluit behoort te word en sodanige aanbevelings as riglyne aan werkgewers en werknemers beskikbaar stel.

(2) *Beslegting van geskille tussen werkgewers en werknemers.*—(a) Waar 'n geskil, uitgesonderd 'n geskil wat voortspruit uit 'n klage met betrekking tot 'n beweerde skending van die Ooreenkoms, ontstaan tussen 'n werkgewer en 'n werknemer of werknemers (hierna "die partye by die geskil" genoem), moet die partye by die geskil poog om die geskil deur middel van onderlinge ooreenkoms te besleg.

(b) Waar die partye by 'n geskil nie die geskil kan oplos op die wyse in paragraaf (a) beoog nie, kan die werkgewer of die werknemer of die werknemers, of enige werkgewersorganisasie of vakvereniging wat namens hulle optree, behoudens artikel 27A (1) (b) en (c) van die Wet sodanige geskil skriftelik na die Raad verwys, en in so 'n geval moet die volle name en adresse van die partye by die geskil en volle besonderhede aangaande die aard van die geskil, skriftelik aangedui word.

(c) Indien 'n geskil ingevolge paragraaf (b) na die Raad verwys word, moet die Raad, deur bemiddeling van 'n beamppte wat deur die Raad genomineer is, poog om die partye by die geskil te oordeel om sodanige geskil deur onderlinge ooreenkoms te besleg. Die Raad kan, van tyd tot tyd ooreenkomstig redelike en billike beginsels, die prosedure bepaal wat deur die bemiddelaar by die bemiddelingsproses gevolg moet word.

(d) Indien 'n geskil nie deur bemiddeling ooreenkomstig paragraaf (c) besleg word nie, moet die beamppte wat deur die Raad as bemiddelaar genomineer is, sodanige geskil na die Raad se Geskille-komitee vir ondersoek verwys. Die Raad kan, van tyd tot tyd ooreenkomstig redelike en billike beginsels, die wyse bepaal waarop geskille deur die Geskille-komitee ondersoek moet word. Die Geskille-komitee moet 'n verslag oor sy ondersoek na die Raad voorlê en kan ook die wyse waarop die geskil opgelos behoort te word, by die Raad aanbeveel.

(e) Wanneer hy 'n geskil ondersoek wat na hom verwys is, moet die Geskille-komitee die bepaling van enige griewe-, disiplinêre en diensbeëindigingsprosedures wat ingestel is deur 'n werkgewer wat 'n party by die geskil is, in aanmerking neem en, indien geen sodanige prosedures ingestel is nie, kan hy enige riglyne wat ooreenkomstig subklousule (1) (b) deur die Raad neergelê is, in oorweging neem.

(f) Die Raad kan, ten opsigte van enige geskil wat deur die Geskille-komitee ondersoek is, besluit—

(i) om of die aanbeveling van die Geskille-komitee te aanvaar, of om na goeddunke sodanige ander besluit te neem as wat hy as paslik beskou; enige sodanige besluit van die Raad moet, behoudens artikel 27 (7) van die Wet, sodanige geskil besleg; of

(ii) dat hy nie die geskil kan besleg nie."

7. KLOUSULE 20 VAN DEEL I.—DIENSOPSKORTING

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

"(1) Behoudens klousules 30 en 32 kan 'n werkgewer die diens van 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (h) voorgeskryf word, tydelik opskort sonder om aanspreeklik te wees vir die betaling van die besoldiging van sodanige werknemer gedurende die opskortingstydperk—

(a) om 'n regsgeldige rede; of

(b) omdat werk tydelik vir kort tydperke nie uitgevoer kan word nie as gevolg van omstandighede buite die beheer van die werkgewer, met inbegrip van, maar nie beperk nie tot, 'n tekort of nie-beskikbaarheid van materiale; of

(c) weens gure weer; of

(d) omdat die vordering van die werk onderbreek is deur 'n natuurkrag of *vis major*, brand, onluste, burgerlike oproer, staking, werkstopsetting en/of arbeidsonrus en/of ander omstandighede wat daartoe kan lei of wat daartoe aanleiding kan gee dat die veiligheid van die werkgewer of sy werknemers in gevaar gestel kan word, 'n ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgewer."

(2) Renumber subclauses (2) and (3) to read subclauses (3) and (4).

(3) Insert the following new subclause (2):

“(2) Notwithstanding anything to the contrary contained in this Agreement, an employee may, with the consent of his employer, agree that, because of the unavailability of work that from time to time is inherent in the nature of operations in the Building Industry and as an alternative to the termination of his employment, his employment may be temporarily suspended *mutatis mutandis* in the manner prescribed in subclause (1): Provided that any such suspension shall be for a clearly defined period of time and such employer shall give such employee an undertaking that his employment will be continued after such period of suspension.”

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

“(b) ‘inclement weather’ means rain, strong winds or any other adverse weather conditions under which work cannot be carried out, or under which it would be dangerous for work to be carried out whilst such conditions exist, and shall include any after-effects caused by such conditions if work cannot be carried out because of such after-effects.”

8. CLAUSE 21 OF PART I.—TERMINATION OF EMPLOYMENT

Insert the following new subclause (10):

“(10) Because of the lack of continuity of work that is inherent in the nature of operations in the Building Industry, the only payments to be made to an employee on the termination of his employment shall be those for which provision is made in the Agreement on the termination of employment of an employee.”

9. CLAUSE 24 OF PART I.—OVERTIME

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

“(1) Subject to the provisions of clause 32, an employer may permit an employee to work overtime and a working employer or an employee may work overtime—

(a) from Mondays to Fridays, where such days are ordinary working days; or

(b) on Saturdays; or

(c) on a public holiday prescribed in clause 28 (2), other than Good Friday and Ascension Day, which does not fall within the holiday period prescribed in clause 28 (1).”

(2) In subclause (2), substitute the following for all the words preceding paragraph (a):

“(2) An employer shall not require or permit an employee to work overtime and a working employer or an employee shall not work over—

(aa) on a Sunday; or

(ab) on Good Friday or Ascension Day; or

(ac) on a public holiday prescribed in clause 28 (2) which falls within the holiday period prescribed in clause 28 (1); or

(ad) during the holiday period prescribed in clause 28 (1), except—”

10. CLAUSE 29 OF PART I.—MINIMUM WAGE RATES

(1) In subclause (1), substitute the following for the table of wage rates:

“Category of employee	With effect from 31/10/88
	<i>Per day</i> R
(a) Employees engaged on patrolling premises and guarding property	16,24
	<i>Per hour</i> R
(b) General workers	2,03
(c) Plant operators	2,59
(d) Drivers of goods vehicles, the laden mass of which, excluding the laden mass of any trailer or trailers attached to or drawn by such vehicle, is—	
(i) up to and including 3 500 kg	2,14
(ii) over 3 500 kg and up to and including 9 000 kg	2,59
(iii) over 9 000 kg	3,26

(2) Hernommer subklousules (2) en (3) om te lui subklousules (3) en (4).

(3) Voeg die volgende nuwe subklousule (2) in:

“(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms, kan ’n werknemer met die toestemming van sy werkgever, instem dat sy dienste tydelik *mutatis mutandis* op die wyse voorgeskryf in subklousule (1) opgeskort kan word as gevolg van die nie-besikbaarheid van werk wat van tyd tot tyd kenmerkend is van die werksaamhede in die Bounywerheid, en as alternatief vir die beëindiging van sy dienste: met dien verstande dat enige sodanige opskorting vir ’n duidelik omskrewe tydperk moet wees en dat sodanige werkgever aan sodanige werknemer ’n onderneming gee dat sy dienste na sodanige opskorting voortgesit sal word.”

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

“(b) ‘gure weer’ reën, sterk winde of ander ongunstige weersomstandighede as gevolg waarvan daar nie gewerk kan word nie of waaronder dit gevaarlik sou wees om te werk solank sodanige omstandighede duur, en ovat dit alle nagevolge veroorsaak deur sodanige omstandighede indien daar nie weens sodanige nagevolge gewerk kan word nie.”

8. KLOUSULE 21 VAN DEEL I.—DIENSBEËINDIGING

Voeg die volgende nuwe subklousule (10) in:

“(10) As gevolg van die gebrek aan kontinuïteit in die werk, wat kenmerkend is van die werksaamhede in die Bounywerheid, is die enigste betalings wat by diensbeëindiging aan ’n werknemer gemaak moet word, dié waarvoor daar in hierdie Ooreenkoms by die diensbeëindiging van ’n werknemer voorsiening gemaak word.”

9. KLOUSULE 24 VAN DEEL I.—OORTYDWERK

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

“(1) Behoudens klousule 32 kan ’n werkgever ’n werknemer toelaat om oortyd te werk, en ’n werkende werkgever of ’n werknemer kan oortyd werk—

(a) van Maandag tot en met Vrydag, waar sodanige dae gewone werkdade is; of

(b) op Saterdag; of

(c) op ’n openbare vakansiedag in klousule 28 (2) voorgeskryf, uitgesonderd Goeie Vrydag en Hemelvaartsdag, wat nie binne die vakansietydperk in klousule 28 (1) voorgeskryf, val nie.”

(2) In subklousule (2), vervang al die woorde voor paragraaf (a) deur die volgende:

“(2) ’n Werkgever mag nie van ’n werknemer vereis of hom toelaat om oortyd te werk nie, en ’n werkende werkgever of ’n werknemer mag nie oortyd werk nie—

(aa) op ’n Sondag; of

(ab) op Goeie Vrydag of Hemelvaartsdag; of

(ac) op ’n openbare vakansiedag in klousule 28 (2) voorgeskryf wat binne die vakansietydperk in klousule 28 (1) voorgeskryf, val; of

(ad) gedurende die vakansietydperk in klousule 28 (1) voorgeskryf, behalwe—”

10. KLOUSULE 29 VAN DEEL I.—MINIMUM LOONSKALE

(1) In subklousule (1), vervang die loontabel deur die volgende:

“Kategorie werknemer	Met ingang van 31/10/88
	<i>Per dag</i> R
(a) Werknemers wat persele patroleer en eiendomme bewaak	16,24
	<i>Per uur</i> R
(b) Algemene werkers	2,03
(c) Toerustingbedieners	2,59
(d) Drywer van goederevoertuie waarvan die belaste massa, uitgesonderd die belaste massa van ’n sleepwa of sleepwaens wat aan sodanige voertuig gekoppel is of daardeur getrek word—	
(i) tot en met 3 500 kg is	2,14
(ii) meer as 3 500 kg en tot en met 9 000 kg is	2,59
(iii) meer as 9 000 kg is	3,26

Category of employee	With effect from 31/10/88
	<i>Per hour</i> R
(e) Trainee tradesman serving under contracts of traineeship registered in terms of clause 12 (3) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	2,64
(ii) 33 per cent or more but less than 66 per cent	3,75
(iii) 66 per cent or more	4,90
(f) Tradesmen:	
(i) Class 4	2,64
(ii) Class 3	3,75
(iii) Class 2	4,90
(iv) Class 1	5,68
(g) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices and trainees	7,51
(h) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices.
(i) Learners serving under contracts of learnership registered in terms of clause 11 (4) of the Former Agreement:	
(i) First year	2,17
(ii) Second year	2,63
(iii) Third year	3,75
(iv) Fourth year	4,90
(j) Deemed learners employed in terms of clause 11 (5) of the Former Agreement:	
(i) Third year	3,75
(ii) Fourth year	4,90"

11. CLAUSE 30 OF PART I.—INCLEMENT WEATHER ALLOWANCE

Substitute the following for clause 30 and its heading:

"30. GUARANTEED MINIMUM WEEK—INCLEMENT WEATHER

(1) Where, in any one week, an employee is unable to work for nine hours on any day from Monday to Friday in that week because of inclement weather, and the employee's employment is temporarily suspended in accordance with the provisions of clause 20 (1) (c), then, notwithstanding the provisions of clause 32 (2) (b) and (3) (a), the following conditions shall apply in respect of such week:

(a) The overtime rates prescribed in clause 32 (1) (a), (2) (b) and (3) (a) shall apply only after such employee has worked for more than nine hours on any one day in such week from Monday to Friday or for more than 45 hours from Monday to Saturday in that week;

(b) if the time worked by such employees in such week during the ordinary hours of work prescribed in clause 23 (1) and the overtime hours of work referred to in clause 32 (1) (a) is less than 24 hours, such employee shall, subject to the provisions of subclauses (2) and (3), be deemed to have worked 24 hours in that week and shall be entitled—

(i) to be paid the wages which he would have earned if he had worked for 24 hours in that week; and

(ii) to receive a stamp for that week, in the manner prescribed in clauses 33 to 35 inclusive, as if he had worked for 24 hours in that week.

(2) The provisions of subclause (1) shall not apply unless such employee reports for duty and holds himself available for work—

(a) on each day in respect of which his employment is suspended because of inclement weather from Monday to Friday in that week; and

(b) on the Saturday of that week:

Provided that, where an employer is satisfied that, because of the specific circumstances applicable at that time, it will not be possible for work to be carried out on the following day because of inclement weather or the after-effects of the inclement weather, such employer may instruct his employees not to report for duty on the following day, and such employees shall not be precluded from claiming any benefits to which they may be entitled under this clause, if they comply with such employer's instruction.

(3) The provisions of clause 35 (8) shall not apply to an employee in respect of any period during which his employment has been suspended because of inclement weather.

(4) For the purpose of this clause, the expression 'inclement weather' means inclement weather as defined in clause 20 (4) (b)."

Kategorie werknemer	Met ingang van 31/10/88
	<i>Per uur</i> R
(e) Kwekeling-ambagsgeselle wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 12 (3) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema gebaseer op vaardigheid:	
(i) Minder as 33 persent	2,64
(ii) 33 persent of meer maar minder as 66 persent	3,75
(iii) 66 persent of meer	4,90
(f) Ambagsgeselle:	
(i) Klas 4	2,64
(ii) Klas 3	3,75
(iii) Klas 2	4,90
(iv) Klas 1	5,68
(g) Vakmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	7,51
(h) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekrag-opleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(i) Leerlinge wat diens doen ooreenkomstig leerlingkontrakte wat ingevolge klousule 11 (4) van die Vorige Ooreenkoms geregistreer is:	
(i) Eerste jaar	2,17
(ii) Tweede jaar	2,63
(iii) Derde jaar	3,75
(iv) Vierde jaar	4,90
(j) Erkende leerlinge in diens ingevolge klousule 11 (5) van die Vorige Ooreenkoms:	
(i) Derde jaar	3,75
(ii) Vierde jaar	4,90"

11. KLOUSULE 30 VAN DEEL I.—TOELAE VIR GURE WEER

Vervang klousule 30 en die opskrif daarvan deur die volgende:

"30. GEWAARBORGDE MINIMUM WEEK—GURE WEER

(1) Ondanks klousule 32 (2) (b) en (3) (a) is die volgende voorwaardes van toepassing in enige week waar 'n werknemer weens gure weer vir nege uur op enige dag van Maandag tot en met Vrydag in daardie week nie kan werk nie en sy diens ingevolge klousule 20 (1) (c) tydelik opgeskort is:

(a) Die oortydтарыewe voorgeskryf in klousule 32 (1) (a), (2) (b) en (3) (a), is slegs van toepassing nadat die werknemer vir meer as nege uur op enige dag in sodanige week vanaf Maandag tot Vrydag of vir meer as 45 uur vanaf Maandag tot Saterdag in daardie week gewerk het;

(b) as die tyd deur sodanige werknemer in sodanige week gedurende die gewone werkure voorgeskryf in klousule 23 (1) en die oortydure in klousule 32 (1) (a) bedoel minder as 24 uur is, moet sodanige werknemer, behoudens subklousules (2) en (3), geag word 24 uur in daardie week te gewerk het en is hy daarop geregtig om—

(i) die loon betaal te word wat hy sou verdien het indien hy in daardie week 24 uur gewerk het; en

(ii) vir daardie week 'n seël te ontvang op die wyse voorgeskryf in klousules 33 tot en met 35, asof hy in daardie week 24 uur gewerk het.

(2) Subklousule (1) (b) is nie van toepassing nie tensy sodanige werknemer hom vir diens aanmeld en homself vir werk beskikbaar stel—

(a) op elke dag, vanaf Maandag tot Vrydag in daardie week, ten opsigte waarvan sy diens as gevolg van gure weer opgeskort is; en

(b) op die Saterdag van daardie week:

Met dien verstande dat, waar 'n werkgever oortuig is dat, as gevolg van die spesifieke omstandighede van toepassing op daardie tydsked, dit nie moontlik sal wees om werk op die volgende dag uit te voer nie as gevolg van gure weer of die nagevolge van die gure weer, sodanige werkgever sy werknemers opdrag kan gee om nie op die volgende dag vir diens aan te meld nie, en indien hulle die werkgever se opdrag uitvoer, moet sodanige werknemers nie belet word om die voordele te eis waarop hulle ingevolge hierdie klousule geregtig is nie.

(3) Klousule 35 (8) is nie van toepassing op 'n werknemer ten opsigte van enige tydperk waartydens sy dienste as gevolg van gure weer opgeskort is nie.

(4) Vir die toepassing van hierdie klousule beteken die uitdrukking 'gure weer' gure weer soos in klousule 20 (4) (b) omskryf."

12. CLAUSE 32 OF PART I.—PAYMENT FOR OVERTIME

Substitute the following for clause 32:

“(1) Any employee who is required or permitted to work any time outside the hours prescribed in clause 23 shall be paid—

(a) subject to the provisions of clause 30, his hourly wage in respect of overtime worked—

(i) up to one hour daily between Monday and Friday inclusive;

(ii) on a public holiday prescribed in clause 28 (2) which does not fall within the holiday period prescribed in clause 28 (1);

(b) subject to the provisions of clause 30, one and a half times his hourly wage in respect of each hour or part of an hour worked—

(i) in excess of one hour overtime daily between Monday and Friday inclusive;

(ii) on Saturday prior to 16h30;

(c) subject to the provisions of clause 30, double his hourly wage in respect of each hour or part of an hour worked—

(i) on Saturday after 16h30;

(ii) on Sunday and until 07h00 on Monday;

(iii) on a public holiday prescribed in clause 28 (2) which falls within the holiday period prescribed in clause 28 (1);

Provided that the provisions of subparagraphs (i) and (ii) shall apply irrespective of whether or not the said days fall within or outside the holiday period prescribed in clause 28 (1);

(d) one and two third times his hourly wage in respect of each hour or part of an hour worked during the holiday period prescribed in clause 28 (1) on days other than Saturdays, Sundays and public holidays prescribed in clause 28 (2).”

13. CLAUSE 33 OF PART I.—ISSUE OF STAMPS TO EMPLOYEES

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

“(1) *Issue of stamps to be compulsory.*—(a) It shall be compulsory for an employer to issue a stamp each week, in the manner prescribed in clause 35, to an apprentice, a trainee, and employee for whom wages are prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement and a foreman or a general foreman to whom the provisions of clause 34 (1) are applicable, who works for such employer for 24 hours or more in each week or who, in terms of clause 30 (1) (b), is deemed to have worked for such employer for 24 hours in a week.”

14. CLAUSE 35 OF PART I.—FRINGE BENEFITS AND STAMPS

(1) In subclause (1) insert the following additional schedule:

“(D) With effect from 31/10/88									
Stamp category (40-hour week)									
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(a) Holiday pay	6,08	7,74	9,39	10,80	14,11	16,36	21,62	—	24,88
(b) Holiday allowances	3,51	4,39	5,42	6,24	8,15	9,45	12,50	—	14,38
(c) Pension Scheme contributions	12,99	16,58	18,88	21,79	31,36	36,35	48,06	48,06	55,30
(d) Benefit Fund contributions	0,80	0,80	0,80	0,80	0,80	1,20	1,60	—	2,00
(e) Medical Aid Fund contributions	—	—	10,43	12,00	15,68	18,18	24,00	24,00	27,65
(f) Contributions to administration expenses	2,75	2,75	2,75	2,75	5,50	5,50	5,50	5,50	5,50
(g) Contributions to National Development Fund	0,15	0,15	0,15	0,15	0,15	0,15	0,15	0,15	—
(h) Special membership levy	0,70	0,70	0,70	0,70	0,70	0,70	0,70	0,70	—
(i) Total sum	26,98	33,11	48,52	55,23	76,45	87,89	114,13	78,41	129,71”

“(D) Met ingang van 31/10/88									
Seëlkategorie (week van 40 uur)									
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(a) Vakansiebesoldiging	6,08	7,74	9,39	10,80	14,11	16,36	21,62	—	24,88
(b) Vakansietoelae	3,51	4,39	5,42	6,24	8,15	9,45	12,50	—	14,38
(c) Bydraes tot Pensioenskema	12,99	16,58	18,88	21,79	31,36	36,35	48,06	48,06	55,30
(d) Bydraes tot Bystandsfonds	0,80	0,80	0,80	0,80	0,80	1,20	1,60	—	2,00
(e) Bydraes tot Mediese Hulpfonds	—	—	10,43	12,00	15,68	18,18	24,00	24,00	27,65
(f) Bydraes tot administrasie-uitgawes	2,75	2,75	2,75	2,75	5,50	5,50	5,50	5,50	5,50
(g) Bydraes tot Nasionale Ontwikkelingsfonds	0,15	0,15	0,15	0,15	0,15	0,15	0,15	0,15	—
(h) Spesiale lidmaatskapheffing	0,70	0,70	0,70	0,70	0,70	0,70	0,70	0,70	—
(i) Totale som	26,98	33,11	48,52	55,23	76,45	87,89	114,13	78,41	129,71”

12. KLOUSULE 32 VAN DEEL I.—BETALING VIR OORTYDWERK

Vervang klousule 32 deur die volgende:

“(1) 'n Werknemer van wie vereis word of wat toegelaat word om te eniger tyd te werk buite die ure in klousule 23 voorgeskryf, moet soos volg betaal word:

(a) Behoudens klousule 30, sy uurloon ten opsigte van oortyd gewerk—

(i) tot een uur daaglik van Maandag tot en met Vrydag;

(ii) op 'n openbare vakansiedag in klousule 28 (2) voorgeskryf wat nie binne die vakansietydperk val wat in klousule 28 (1) voorgeskryf word nie;

(b) behoudens klousule 30, een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) langer as een uur oortyd daaglik van Maandag tot en met Vrydag;

(ii) op Saterdag voor 16h30;

(c) behoudens klousule 30, dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) op Saterdag na 16h30;

(ii) op Sondag en tot 07h00 op Maandag;

(iii) op 'n openbare vakansiedag in klousule 28 (2) voorgeskryf wat binne die vakansietydperk val wat in klousule 28 (1) voorgeskryf word:

Met dien verstande dat subparagrafe (i) en (ii) van toepassing is ongeag of die genoemde dae binne of buite die vakansietydperk val wat in klousule 28 (1) voorgeskryf word;

(d) een en twee derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk gedurende die vakansietydperk in klousule 28 (1) bedoel op ander dae as Saterdag, Sondag en openbare vakansiedae in klousule 28 (2) voorgeskryf.”

13. KLOUSULE 33 VAN DEEL I.—UITREIKING VAN SEËLS AAN WERKNEMERS

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

“(1) *Die uitreiking van seëls is verpligtend.*—(a) 'n Werkgewer moet elke week 'n seël uitreik, op die wyse in klousule 35 voorgeskryf, aan 'n vakleerling, kwekeling en werknemer vir wie lone in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf word en aan voormanne of algemene voormanne op wie klousule 34 (1) van toepassing is, wat 24 uur of langer in 'n bepaalde week vir sodanige werkgewer werk of wat ingevolge klousule 30 (1) (b) geag word 24 uur in 'n bepaalde week vir sodanige werkgewer te gewerk het.”

14. KLOUSULE 35 VAN DEEL I.—BYVOORDELE EN SEËLS

(1) In subklousule (1), voeg die volgende addisionele bylae in:

(2) In subclause (4), insert the following additional schedule:

(2) In subklousule (4) voeg die volgende addisionele bylae in:

	“(D) With effect from 31/10/88								
	Stamp category (40-hour week)								
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(a) Pension Scheme contributions	2,21	2,82	3,21	3,70	5,33	6,18	8,17	—	22,12
(b) Medical Aid Fund contributions	—	—	4,69	5,40	7,06	8,18	10,80	—	12,44
(c) Contributions to administration expenses	1,37	1,37	1,37	1,37	2,75	2,75	2,75	—	2,75
(d) Benefit Fund contributions	0,20	0,20	0,20	0,20	0,20	0,30	0,40	—	0,50
(e) Total sum	3,78	4,39	9,72	10,92	16,59	18,66	23,37	—	37,81.”

	“(D) Met ingang van 31/10/88								
	Seëlkatgorie (week van 40 uur)								
	A	B	C	D	E	F	G	H	I
	R	R	R	R	R	R	R	R	R
(a) Bydraes tot Pensioenskema	2,21	2,82	3,21	3,70	5,33	6,18	8,17	—	22,12
(b) Bydraes tot Mediese Hulpfonds	—	—	4,69	5,40	7,06	8,18	10,80	—	12,44
(c) Bydraes tot administrasie-uitgawes	1,37	1,37	1,37	1,37	2,75	2,75	2,75	—	2,75
(d) Bydraes tot Bystandsfonds	0,20	0,20	0,20	0,20	0,20	0,30	0,40	—	0,50
(e) Totale som	3,78	4,39	9,72	10,92	16,59	18,66	23,37	—	37,81.”

(3) In subclause (7), substitute the following for all the words preceding paragraph (a):

“(7) Subject to the provisions of clauses 30 (1) (b) and 43 (6) (b), no payment as referred to in subclauses (1) and (2) or deduction as referred to in subclauses (4) and (5) shall be made in respect of an employee who—”.

(4) In subclause (8):

(a) Substitute the following for all the words preceding the schedule:

“(8) subject to the provisions of subclause (6) and clause 30 (3), an employer may deduct from the remuneration due to an employee who has worked for 24 hours or more but less than 40 hours in any one week, the amount prescribed in item (f) hereunder in respect of each hour during which the employee was absent from work without the permission of the employer or the employer's duly authorised representative, or without good cause.”.

(b) Insert the following additional schedule:

(3) In subklousule (7), vervang al die woorde voor paragraaf (a) deur die volgende:

“(7) Behoudens klousules 30 (1) (b) en 43 (6) (b) mag geen betaling soos in subklousules (1) en (2) bedoel of aftrekking soos in subklousules (4) en (5) bedoel, geskied ten opsigte van 'n werknemer wat—”.

(4) In subklousule (8):

(a) Vervang al die woorde voor die bylae deur die volgende:

“(8) Behoudens subklousule (6) en klousule 30 (3) kan 'n werkgever die bedrag in item (f) hieronder voorgeskryf ten opsigte van elke uur wat die werknemer van sy werk afwesig was sonder die verlof van sy werkgever of sy werkgever se behoorlik gemagtigde verteenwoordiger, of sonder goeie rede, aftrek van die besoldiging verskuldig aan 'n werknemer wat 24 uur of langer maar minder as 40 uur in 'n bepaalde week gewerk het.”.

(b) Voeg die volgende addisionele bylae in:

	“(D) With effect from 31/10/88								
	Stamp category (40-hour week)								
	A	B	C	D	E	F	G	H	I
	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
(a) Holiday pay	15,20	19,35	23,48	27,00	35,28	40,90	54,05	—	62,20
(b) Holiday allowances	8,78	10,98	13,55	15,60	20,37	23,62	31,25	—	35,95
(c) Pension Scheme contributions	32,47	41,45	47,20	54,47	78,40	90,88	120,15	—	138,25
(d) Benefit Fund contributions	2,00	2,00	2,00	2,00	2,00	3,00	4,00	—	5,00
(e) Medical Aid Fund contributions	—	—	26,07	30,00	39,20	45,45	60,00	—	69,12
(f) Total sum	58,45	73,78	112,30	129,07	175,25	203,85	269,45	—	310,52.”

	“(D) Met ingang van 31/10/88								
	Seëlkatgorie (week van 40 uur)								
	A	B	C	D	E	F	G	H	I
	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging	15,20	19,35	23,48	27,00	35,28	40,90	54,05	—	62,20
(b) Vakansietoelae	8,78	10,98	13,55	15,60	20,37	23,62	31,25	—	35,95
(c) Bydraes tot Pensioenskema	32,47	41,45	47,20	54,47	78,40	90,88	120,15	—	138,25
(d) Bydraes tot Bystandsfonds	2,00	2,00	2,00	2,00	2,00	3,00	4,00	—	5,00
(e) Bydraes tot Mediese Hulpfonds	—	—	26,07	30,00	39,20	45,45	60,00	—	69,12
(f) Totale som	58,45	73,78	112,30	129,07	175,25	203,85	269,45	—	310,52.”

(5) Substitute the following for subclause (16):

"(16) *Payment of costs in civil proceedings.*—In the event of the Council handing over to its attorneys any claim against an employer for failing to pay the amounts prescribed in subclause (1) to the Council on the due dates prescribed therein or for failing or omitting to purchase and/or issue stamps on due dates in the manner prescribed in subclauses (9) and (10) or for any other reason whatsoever, such employer shall be liable for all legal fees and disbursements incurred by the Council with its attorneys as between attorney and client, including collection charges."

15. CLAUSE 39 OF PART I.—LOCK-UPS, AND STORAGE OF TOOLS AND CLOTHING

Delete clause 39.

16. CLAUSE 51 OF PART II.—CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

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

"(a) the provisions of clauses 3, 5, 6, 8 to 11 inclusive, 14 to 19 inclusive, 19A, 20 to 27 inclusive, 32 to 34 inclusive, 35 [excluding subclauses (1) (h) and (5)], 36 [excluding subclause (4)], 37, 40, 41, 42 [excluding subclause (4) (b) (iii)] and 43 to 47 inclusive of Part I of the Agreement shall *mutatis mutandis* apply to this Part;"

17. CLAUSE 57 OF PART II.—MINIMUM WAGE RATES

In subclause (1), substitute the following for the table of wage rates:

"Category of employee"	With effect from 31/10/88
	<i>Per day</i> R
(a) Employees engaged on patrolling premises and guarding property	16,24
	<i>Per hour</i> R
(b) General worker	2,03
(c) Manufacturing worker	2,17
(d) Joinery assembler	3,00
(e) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (2):	
(i) First year	2,36
(ii) Second year	3,00
(f) Machine operator	4,28
(g) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (3) and who have passed following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	2,63
(ii) 33 per cent or more but less than 66 per cent	3,75
(iii) 66 per cent or more	4,88
(h) Tradesmen, Class 1 (joiners and wood machinists)	5,98
(i) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices and trainees	7,51
(j) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices.
(k) Learners serving under contracts of learnership registered in terms of clause 69 (3) of the Former Agreement:	
(i) First year	2,17
(ii) Second year	2,63
(iii) Third year	3,75
(iv) Fourth year	4,88."

(5) Vervang subklousule (16) deur die volgende:

"(16) *Betaling van koste in siviele gedinge.*—Ingeval die Raad 'n eis teen 'n werkgever wat versuim om die bedrae in subklousule (1) voorgeskryf op die vasgestelde datums hierin voorgeskryf aan die Raad te betaal of versuim of nalaat om seëls te koop en/of uit te reik op die bepaalde datums op die wyse in subklousules (9) en (10) voorgeskryf of om watter ander rede ook al aan sy prokureurs oorhandig, is sodanige werkgever aanspreeklik vir alle regskoste en uitgawes deur die Raad aangegaan met sy prokureurs soos tussen prokureur en kliënt, met inbegrip van invorderingskoste."

15. KLOUSULE 39 VAN DEEL I.—TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP EN KLERE

Skrap klousule 39.

16. KLOUSULE 51 VAN DEEL II.—SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

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

"(a) is klousules 3, 5, 6, 8 tot en met 11, 14 tot en met 19, 19A, 20 tot en met 27, 32 tot en met 34, 35 [uitgesonderd subklousules (1) (h) en (5)], 36 [uitgesonderd subklousule (4)], 37, 40, 41, 42 [uitgesonderd subklousule (4) (b) (iii)] en 43 tot en met 47 van Deel I van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing;"

17. KLOUSULE 57 VAN DEEL II.—MINIMUM LOONSKALE

In subklousule (1), vervang die loontabel deur die volgende:

"Kategorie werknemer"	Met ingang van 31/10/88
	<i>Per dag</i> R
(a) Werknemers wat persele patrolleer en eiendomme bewaak	16,24
	<i>Per uur</i> R
(b) Algemene werkers	2,03
(c) Vervaardigingswerkers	2,17
(d) Skrynwermonteerders	3,00
(e) Kwekeling-masjienbedieners wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is:	
(i) Eerste jaar	2,36
(ii) Tweede jaar	3,00
(f) Masjienbedieners	4,28
(g) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (3) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:	
(i) Minder as 33 persent	2,63
(ii) 33 persent of meer maar minder as 66 persent	3,75
(iii) 66 persent of meer	4,88
(h) Ambagsgesel-skrynwerkers en -houtmasjienwerkers klas I	5,98
(i) Vakman-skrynwerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	7,51
(j) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekrag-opleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(k) Leerlinge wat diens doen ooreenkomstig leerlingkontrakte wat ingevolge klousule 69 (3) van die Vorige Ooreenkoms geregistreer is:	
(i) Eerste jaar	2,17
(ii) Tweede jaar	2,63
(iii) Derde jaar	3,75
(iv) Vierde jaar	4,88."

18. CLAUSE 59 OF PART II.—STORAGE OF TOOLS AND CLOTHES

Delete clause 59.

Signed at Pietermaritzburg, on behalf of the parties, this 14th day of September 1988.

A. S. PIPES,
Chairman.M. L. HOSKINS,
Member.R. Q. PAINTER,
Secretary.**SOUTH AFRICAN DEFENCE FORCE**

No. R. 2193

28 October 1988

ARMAMENTS IMPORT AND TRANSIT CONTROL

I, Magnus André de Merindol Malan, in my capacity of Minister of Defence, acting by virtue of the powers vested in me by section 4C of the Armaments Development and Production Act, 1968 (Act 57 of 1968), hereby amend Schedule 1 of Government Notice R. 664, dated 25 March 1983, by adding the following to paragraph 7 of Group B of the said Schedule 1:

“(b) components, parts, attachments, accessories and related equipment specifically designed for items covered by subparagraph (b) of this paragraph 7.”.

M. A. DE M. MALAN,
Minister of Defence.

No. R. 2194

28 October 1988

ARMAMENTS DEVELOPMENT AND PRODUCTION CONTROL

I, Magnus André de Merindol Malan, in my capacity of Minister of Defence, acting by virtue of the powers vested in me by section 4C of the Armaments Development and Production Act, 1968 (Act 57 of 1968), hereby amend Schedule 1 of Government Notice R. 665, dated 25 March 1983, by adding the following to Group B of the said Schedule 1:

“5. COMMUNICATION EQUIPMENT

- (a) Cryptographic and speech-encryption equipment, including radio or line equipment with built-in capability to give protection against interception, electronic eavesdropping or jamming;
- (b) components, parts, attachments, accessories and related equipment specifically designed for items covered by this paragraph 5.”.

M. A. DE M. MALAN,
Minister of Defence.**SOUTH AFRICAN POLICE**

No. R. 2231

28 October 1988

CORRECTION NOTICE**PUBLIC SAFETY ACT, 1953****SECURITY EMERGENCY REGULATIONS, 1988**

Proclamation R. 97 dated 10 June 1988 is hereby corrected by the substitution in paragraph (a) of regulation 12 for the expression “condition or request” of the expression “order, direction or request”.

18. KLOUSULE 59 VAN DEEL II.—BEWARING VAN GEREEDSKAP EN KLERE

Skrap klousule 59.

Namens die partye op hede die 14de dag van September 1988, te Pietermaritzburg onderteken.

A. S. PIPES,
Voorsitter.M. L. HOSKINS,
Lid.R. Q. PAINTER,
Sekretaris.**SUID-AFRIKAANSE WEERMAG**

No. R. 2193

28 Oktober 1988

BEHEER OOR INVOER EN DEURVOER VAN KRYGSTUIG

Ek, Magnus André de Merindol Malan, in my hoedanigheid van Minister van Verdediging, en handelende kragtens die bevoegdheid my verleen deur artikel 4C van die Wet op Krygstuigontwikkeling en -vervaardiging, 1968 (Wet 57 van 1968), wysig hiermee Bylae I tot Goewermentskennisgewing R. 664, gedateer 25 Maart 1983, deur die byvoeging van die volgende tot paragraaf 7 van Groep B van gemelde Bylae 1:

“(b) onderdele, dele, hegstukke, toebehore en verwante toerusting spesifiek ontwerp vir items wat deur subparagraaf (b) van hierdie paragraaf 7 gedek word.”.

M. A. DE M. MALAN,
Minister van Verdediging.

No. R. 2194

28 Oktober 1988

BEHEER OOR ONTWIKKELING EN VERVAARDIGING VAN KRYGSTUIG

Ek, Magnus André de Merindol Malan, in my hoedanigheid van Minister van Verdediging, en handelende kragtens die bevoegdheid my verleen deur artikel 4C van die Wet op Krygstuigontwikkeling en -vervaardiging, 1968 (Wet 57 van 1968), wysig hiermee Bylae I tot Goewermentskennisgewing R. 665, gedateer 25 Maart 1983, deur die byvoeging van die volgende tot Groep B van gemelde Bylae 1:

“5. KOMMUNIKASIE UITRUSTING

- (a) Kriptografiese- en spraakwarterusting, insluitende radio of lynverbindingstoerusting met 'n ingeboude vermoë om beskerming teen onderskepping, meeluistering of belemmering te verleen;
- (b) onderdele, dele, hegstukke, toebehore en verwante toerusting spesifiek ontwerp vir items wat deur hierdie paragraaf 5 gedek word.”.

M. A. DE M. MALAN,
Minister van Verdediging.**SUID-AFRIKAANSE POLISIE**

No. R. 2231

28 Oktober 1988

VERBETERINGSKENNISGEWING**WET OP OPENBARE VEILIGHEID, 1953****VEILIGHEIDSNODREGULASIES, 1988**

Proklamasie R. 97 gedateer 10 Junie 1988 word hierby verbeter deur in die Engelse teks van paragraaf (a) van regulasie 12 die uitdrukking “condition or request” deur die uitdrukking “order, direction or request” te vervang.

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Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1988 to 30 September 1989, English is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
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— o o —

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Plasing van tale:

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1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1988 tot 30 September 1989 word Engels EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

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