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OF
SOUTH AFRICA



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No. 12112

PROCLAMATION

by the Acting

State President of the Republic of South Africa

No. R. 170, 1989

COMPANIES AMENDMENT ACT, 1989
(ACT No. 78 OF 1989)

By virtue of the powers vested in me by section 7 (2) of the Companies Amendment Act, 1989 (Act No. 78 of 1989), I fix 1 October 1989 as the date on which the sections of the said Act referred to in the Schedule hereto shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Cape Town this Thirteenth day of September, One thousand Nine hundred and Eighty-nine.

F. W. DE KLERK,
Acting State President.

By Order of the State President-in-Cabinet:

D. W. STEYN,
Minister of the Cabinet.

SCHEDULE

1. Sections 1, 2, 3, 4 (a) and 5.
2. Section 4 (b) to the extent that it inserts section 440B in the Companies Act, 1973 (Act No. 61 of 1973).

GOVERNMENT NOTICES

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2075

29 September 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

DAIRY SCHEME. — AMENDMENT

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, acting under section 14, as applied by section 15 (3), of the Marketing Act, 1968 (Act No. 59 of 1968), hereby—

- (a) publish the amendment set out in the Schedule, of the Dairy Scheme published by Proclamation No. R. 290 of 1978, as amended; and

573—A

PROKLAMASIE

van die Waarnemende

Staatspresident van die Republiek van Suid-Afrika

No. R. 170, 1989

MAATSKAPPYWYSIGINGSWET, 1989
(WET No. 78 VAN 1989)

Kragtens die bevoegdheid my verleen by artikel 7 (2) van die Maatskappyywysigingswet, 1989 (Wet No. 78 van 1989), bepaal ek 1 Oktober 1989 as die datum waarop die artikels van genoemde Wet in die Bylae hiervan vermeld, in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Kaapstad, op hede die Dertiende dag van September Eenduisend Negehonderd Nege-en-tagtig.

F. W. DE KLERK,
Waarnemende Staatspresident.

Op las van die Staatspresident-in-Kabinet:

D. W. STEYN,
Minister van die Kabinet.

BYLAE

1. Artikels 1, 2, 3, 4 (a) en 5.
2. Artikel 4 (b) in die mate dat dit artikel 440B in die Maatskappyywet, 1973 (Wet No. 61 van 1973), invoeg.

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 2075

29 September 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SUIWELSKEMA. — WYSIGING

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, handelende kragtens artikel 14, soos toegepas by artikel 15 (3), van die Bemarkingswet, 1968 (Wet No. 59 van 1968)—

- (a) publiseer hierby die wysiging in die Bylae uiteengesit, van die Suiwelskema gepubliseer by Proklamasie No. R. 290 van 1978, soos gewysig; en

12112—1

- (b) declare that the said amendment shall come into operation on the date of publication hereof.

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

SCHEDULE

The Dairy Scheme published by Proclamation No. R. 290 of 1978, as amended by Proclamations Nos. R. 276 of 1979, R. 71 of 1980, R. 72 of 1980, R. 96 of 1980, R. 139 of 1980, R. 234 of 1980, R. 240 of 1980, R. 113 of 1982, R. 207 of 1982 and R. 188 of 1984, and Government Notices Nos. R. 1437 of 28 June 1985, R. 2302 of 11 October 1985, R. 1804 of 29 August 1986, R. 2506 of 5 December 1986, R. 297 of 13 February 1987, R. 808 of 10 April 1987, R. 989 of 27 May 1988, R. 1506 of 29 July 1988, R. 1752 of 31 August 1988, R. 443 of 17 March 1989 and R. 1583 of 21 July 1989 is hereby further amended by the substitution for section 30 of the following section:

"Appointment of agents"

30. The Board may appoint, on the conditions determined by it, such agent or agents as it may consider necessary for the proper performance of such of its functions as the Board may determine with the approval of the Minister."

No. R. 2076

29 September 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

DECIDUOUS FRUIT SCHEME.—NOTICES OF DELIVERIES

I, Jacob Johannes Greyling Wentzel, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

- the Deciduous Fruit Board referred to in section 6 of the Deciduous Fruit Scheme published by Proclamation No. R. 220 of 1979, as amended, has under section 46 of the said Scheme made the determination set out in the Schedule hereto;
- the said determination has been approved by me and shall come into operation on the date of publication hereof; and
- Government Notice No. R. 1990 of 30 September 1988 is hereby 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 Deciduous Fruit Scheme published by Proclamation No. R. 220 of 1979, as amended.

Furnishing of notices of intended deliveries

2. (1) Each producer of deciduous fruit who intends to deliver deciduous fruit of a kind specified in column 1 of the table to the Board for export purposes during the period specified in column 2 of the said table opposite thereto, shall notify the Board in writing of the intended deliveries concerned on or before the date specified in column 3 of the said table.

- (b) verklaar hierby dat genoemde wysiging op datum van publikasie hiervan in werking tree.

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

BYLAE

Die Suiwelskema gepubliseer by Proklamasie No. R. 290 van 1978, soos gewysig by Proklamasies Nos. R. 276 van 1979, R. 71 van 1980, R. 72 van 1980, R. 96 van 1980, R. 139 van 1980, R. 234 van 1980, R. 240 van 1980, R. 113 van 1982, R. 207 van 1982 en R. 188 van 1984, en Goewermentskennisgewings Nos. R. 1437 van 28 Junie 1985, R. 2302 van 11 Oktober 1985, R. 1804 van 29 Augustus 1986, R. 2506 van 5 Desember 1986, R. 297 van 13 Februarie 1987, R. 808 van 10 April 1987, R. 989 van 27 Mei 1988, R. 1506 van 29 Julie 1988, R. 1752 van 31 Augustus 1988, R. 443 van 17 Maart 1989 en R. 1583 van 21 Julie 1989 word hierby verder gewysig deur artikel 30 met die volgende artikel te vervang:

"Aanstelling van agente"

30. Die Raad kan, op die voorwaardes deur hom bepaal, die agent of agente aanstel wat hy nodig ag vir die behoorlike verrigting van dié van sy werksaamhede wat die Raad met die goedkeuring van die Minister bepaal."

No. R. 2076

29 September 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

SAGTEVRUGTESKEMA.—KENNISGEWINGS VAN LEWERINGS

Ek, Jacob Johannes Greyling Wentzel, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

- die Sagtevrugteraad bedoel in artikel 6 van die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig, kragtens artikel 46 van genoemde Skema die lasgewing in die Bylae hiervan uiteengesit, opgelê het;
- genoemde lasgewing deur my goedgekeur is en op die datum van publikasie hiervan in werking tree; en
- Goewermentskennisgewing No. R. 1990 van 30 September 1988 met ingang van genoemde datum van inwerkingtreding herroep word.

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

BYLAE

Woordomskrywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig.

Verstreking van kennisgewings van voorgenome lewerings

2. (1) Elke produsent van sagtevrugte wat van voorneme is om sagtevrugte van 'n soort in kolom 1 van die tabel vermeld, gedurende die tydperk in kolom 2 van die tabel daarteenoor vermeld, vir uitvoerdoeleindes aan die Raad te lewer, moet die Raad voor of op die datum in kolom 3 van die tabel daarteenoor vermeld, skriftelik kennis van die betrokke voorgenome lewerings gee.

(2) A notice referred to in subclause (1) shall be furnished on a form that is obtainable on request from the Board for this purpose.

(2) 'n Kennisgewing in subklousule (1) bedoel, moet op 'n vorm verstrek word wat vir dié doel op aanvraag van die Raad verkrygbaar is.

TABLE/TABEL

CLOSING DATES FOR NOTICES OF INTENDED DELIVERIES
SLUITINGSDATUMS VIR KENNISGEWINGS VAN VOORGENOME LEWERINGS

Kind of deciduous fruit/Soort sagtevrugte	Periods during which deliveries are intended/ Tydperke waartydens lewerings beoog word	Closing dates for notices/ Sluitingsdatums vir kennisgewings
1. Apricots/Appelkose	1989-10-09-1990-08-31	1989-10-06.
2. Apples/Appels	1989-12-11-1990-08-31	1989-12-08.
	1990-01-01-1990-08-31	1989-12-08.
	1991-01-01-1991-08-31	1989-12-08.
	1991-01-01-1992-08-31	1989-12-08.
3. Grapes/Druie	1989-11-06-1990-08-31	1989-11-03.
4. Nectarines/Nektariens	1989-10-09-1990-08-31	1989-10-06.
5. Pears/Pere	1989-12-11-1990-08-31	1989-12-08.
	1990-01-01-1990-08-31	1989-12-08.
	1991-01-01-1991-08-31	1989-12-08.
	1992-01-01-1992-08-31	1989-12-08.
6. Peaches/Perskes	1989-10-09-1990-08-31	1989-10-06.
7. Plums/Pruime	1989-10-30-1990-08-31	1989-10-27.

No. R. 2091

29 September 1989

MARKETING ACT, 1968 (ACT No. 59 OF 1968)

WINTER CEREAL SCHEME.—PROHIBITION OF
THE SALE OF WINTER CEREAL

I, Jacob de Villiers, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

(a) the Wheat Board referred to in section 6 of the Winter Cereal Scheme published by Proclamation No. R. 162 of 1974, as amended, has under section 41 of the said Scheme imposed the prohibition set out in the Schedule; and

(b) the said prohibition has been approved by me and shall come into operation on 1 October 1989.

J. DE VILLIERS,
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 No. R. 162 of 1974, as amended.

Sale of winter cereal by producers

2. (1) No producer of winter cereal shall during the period 1 October 1989 tot 31 October 1989, both dates inclusive, sell any winter cereal.

(2) For the purposes of subclause (1) "sell" shall not include to keep or deliver winter cereal for sale.

No. R. 2091

29 September 1989

BEMARKINGSWET, 1968 (WET No. 59 VAN 1968)

WINTERGRAANSKEMA.—VERBOD OP DIE
VERKOOP VAN WINTERGRAAN

Ek, Jacob de Villiers, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemerkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

(a) die Koringraad bedoel in artikel 6 van die Wintergraanskema gepubliseer by Proklamasie No. R. 162 van 1974, soos gewysig, kragtens artikel 41 van genoemde Skema die verbod in die Bylae uiteengesit, opgelê het; en

(b) genoemde verbod deur my goedgekeur is en op 1 Oktober 1989 in werking tree.

J. DE VILLIERS,
Minister van Landbou.

BYLAE

Woordoms krywing

1. In hierdie Bylae het enige woord of uitdrukking waaraan 'n betekenis in die Skema geheg is, daardie betekenis, en beteken "die Skema" die Wintergraanskema gepubliseer by Proklamasie No. R. 162 van 1974, soos gewysig.

Verkoop van wintergraan deur produsente

2. (1) Geen produsent van wintergraan mag gedurende die tydperk 1 Oktober 1989 tot 31 Oktober 1989, albei dae ingesluit, enige wintergraan verkoop nie.

(2) Vir die doeleindes van subklousule (1) beteken "verkoop" nie ook om wintergraan vir verkoop te hou of te lewer nie.

No. R. 2092

29 September 1989

PLANT IMPROVEMENT ACT, 1976 (ACT No. 53 OF 1976)

REGULATIONS RELATING TO ESTABLISHMENTS, VARIETIES, PLANTS AND PROPAGATING MATERIAL.—AMENDMENT

The Deputy Minister of Agriculture, acting on behalf of the Minister of Agriculture under section 34 of the Plant Improvement Act, 1976 (Act No. 53 of 1976), has made the regulation in the Annexure.

ANNEXURE

Table 8 of the regulations published by Government Notice No. R. 1064 of 23 May 1980, as amended by Government Notices Nos. R. 1621 of 22 July 1983, R. 2173 of 28 September 1984, R. 1287 of 14 June 1985 (as corrected by Government Notice No. R. 1524 of 12 July 1985), R. 1522 of 12 July 1985, R. 256 of 14 February 1986, R. 1489 of 11 July 1986, R. 1903 of 12 September 1986, R. 1389 of 26 June 1987, R. 1700 of 7 August 1987, R. 86 of 22 January 1988 and R. 2496 of 9 December 1988, is hereby amended—

- (a) by the insertion in column 2 of item 1—
 - (i) of the expression "Brownsville" after the expression "Bon Accord"; and
 - (ii) of the expression "Speedy" after the expression "Roël";
- (b) by the insertion in column 3 of item 1—
 - (i) of the date "1991-12-01" opposite the expression "Brownsville" in column 2; and
 - (ii) of the date "1991-01-01" opposite the expression "Speedy" in column 2;
- (c) by the insertion in column 2 of item 12 of the expression "Sela" after the expression "Robert";
- (d) by the insertion in column 3 of item 12 of the date "1989-11-01" opposite the expression "Sela" in column 2; and
- (e) by the addition of the following items:

No. R. 2092

29 September 1989

PLANTVERBETERINGSWET, 1976 (WET No. 53 VAN 1976)

REGULASIES BETREFFENDE ONDERNEMINGS, VARIËTEITE, PLANTE EN VOORT-PLANTINGSMATERIAAL.—WYSIGING

Die Adjunk-minister van Landbou, handelende namens die Minister van Landbou kragtens artikel 34 van die Plantverbeteringswet, 1976 (Wet No. 53 van 1976), het die regulasie in die Aanhangsel uitgevaardig.

AANHANGSEL

Tabel 8 van die regulasies gepubliseer by Goewermentskennisgewing No. R. 1064 van 23 Mei 1980, soos gewysig deur Goewermentskennisgewings Nos. R. 1621 van 22 Julie 1983, R. 2173 van 28 September 1984, R. 1287 van 14 Junie 1985 (soos verbeter by Goewermentskennisgewing No. R. 1524 van 12 Julie 1985), R. 1522 van 12 Julie 1985, R. 256 van 14 Februarie 1986, R. 1489 van 11 Julie 1986, R. 1903 van 12 September 1986, R. 1389 van 26 Junie 1987, R. 1700 van 7 Augustus 1987, R. 86 van 22 Januarie 1988 en R. 2496 van 9 Desember 1988, word hierby gewysig—

- (a) deur in kolom 2 van item 1—
 - (i) die uitdrukking "Brownsville" na die uitdrukking "Bon Accord" in te voeg; en
 - (ii) die uitdrukking "Speedy" na die uitdrukking "Roël" in te voeg;
- (b) deur in kolom 3 van item 1—
 - (i) die datum "1991-12-01" teenoor die uitdrukking "Brownsville" in kolom 2 in te voeg; en
 - (ii) die datum "1991-01-01" teenoor die uitdrukking "Speedy" in kolom 2 in te voeg;
- (c) deur in kolom 2 van item 12 die uitdrukking "Sela" na die uitdrukking "Robert" in te voeg;
- (d) deur in kolom 3 van item 12 die datum "1989-11-01" teenoor die uitdrukking "Sela" in kolom 2 in te voeg; en
- (e) deur die volgende items by te voeg:

Kind of plant/Soort plant		Designation of variety Benaming van variëteit	Date on which prohibition becomes operative/Datum waarop verbod van krag word
Botanical name/Botaniëse naam	Common name/Gewone naam		
1		2	3
"4A <i>Daucus carota</i> L.	Carrot/Geelwortel	Brazillia..... Ideal Red.....	1991-12-01 1991-01-01
15. <i>Zea mays</i> L.	White grain maize/Wit graanmielie	Kalahari Early Pearl	1990-01-01"

No. R. 2093

29 September 1989

PLANT IMPROVEMENT ACT, 1976 (ACT No. 53 OF 1976)

SOUTH AFRICAN SEED CERTIFICATION SCHEME—AMENDMENT

I, André Isak van Niekerk, Deputy Minister of Agriculture, acting on behalf of the Minister of Agriculture under section 23 of the Plant Improvement Act, 1976 (Act No. 53 of 1976), hereby amend the South African Seed Certification Scheme published by Government Notice No. R. 2566 of 25 November 1983, as amended, to the extent set out in the Schedule hereto.

A.I. VAN NIEKERK,
Deputy Minister of Agriculture.

No. R. 2093

29 September 1989

PLANTVERBETERINGSWET, 1976 (WET No. 53 VAN 1976)

SUID-AFRIKAANSE SAADSSERTIFISERING-SKEMA—WYSIGING

Ek, André Isak van Niekerk, Adjunk-minister van Landbou, handelende namens die Minister van Landbou kragtens artikel 23 van die Plantverbeteringswet, 1976 (Wet No. 53 van 1976), wysig hierby die Suid-Afrikaanse Saadsertifiseringskema gepubliseer by Goewermentskennisgewing No. R. 2566 van 25 November 1983, soos gewysig, tot die mate in die Bylae hierby uiteengesit.

A.I. VAN NIEKERK,
Adjunk-minister van Landbou.

SCHEDULE

Section 3 of the South African Certification Scheme published by Government Notice No. R. 2566 of 25 November 1983, as amended by Government Notices Nos. R. 1196 of 30 May 1985, R. 1660 of 26 July 1985, R. 2352 of 14 November 1986, R. 16 of 8 January 1988 and R. 1388 of 30 June 1989 is hereby amended by the addition of the following subsection while the existing section becomes subsection (1) thereof:

“(2) The authority referred to in subsection (1), shall exercise its powers, perform its function and carry out its duties subject to the directions of the Registrar of Plant Improvement designated by the Minister of Agriculture under section 3 (1) of the Act.”.

**DEPARTMENT OF DEVELOPMENT
PLANNING**

No. R. 2062

29 September 1989

COMING INTO OPERATION OF ITEM 25A OF SCHEDULE I OF THE NATIONAL STATES CONSTITUTION ACT, 1971 (ACT No. 21 OF 1971) IN KANGWANE

I, Eugene Louw, Minister of Constitutional Development and Planning, hereby determine, under the powers vested in me by item 25A of Schedule I to the National States Constitution Act, 1971 (Act No. 21 of 1971), that the provisions of the said item shall come into operation on the date of publication of this notice in the area of the KaNgwane Legislative Assembly as described in Schedule I to the KaNgwane Constitution Proclamation, 1977 (Proclamation No. R. 214 of 1977).

E. LOUW,

Minister of Constitutional Development and Planning.

**DEPARTMENT OF ENVIRONMENT
AFFAIRS**

No. R. 2056

29 September 1989

SEA FISHERIES ACT, 1973
(ACT No. 58 OF 1973)

AMENDMENT OF REGULATIONS

The Minister of Environment Affairs has in terms of section 13 of the Sea Fisheries Act, 1973 (Act No. 58 of 1973), amended the Regulations promulgated in terms of the said Act, as set out in the Schedule hereto.

SCHEDULE

Unless the context otherwise indicates words and phrases in these Regulations shall have the meaning assigned thereto in the Sea Fisheries Act, 1973, and the Regulations promulgated in terms of the said Act, and “the Regulations” means the Regulations published under Government Notice No. R. 1912 of 12 October 1973, as amended by Government Notices Nos. R. 1597 of 13 September 1974, R. 300 of 14 February 1975, R. 1252 of 27 June 1975, R. 2281 of 28 November 1975, R. 2351 of 12 December 1975, R. 692 of 23 April 1976, R. 2210 of 26 November 1976, R. 2507 of 17 December 1976, R. 825 of 13 May 1977, R. 1799 of 9 September 1977, R. 2667 of 30 December 1977, R. 589 of 23 March 1978, R. 1499 of 21 July 1978, R. 1640 of 11 August 1978, R. 16 of 5 January 1979,

BYLAE

Artikel 3 van die Suid-Afrikaanse Saadsertifiseringskema gepubliseer by Goewermmentskennisgewing No. R. 2566 van 25 November 1983, soos gewysig by Goewermmentskennisgewings Nos. R. 1196 van 30 Mei 1985, R. 1660 van 26 Julie 1985, R. 2352 van 14 November 1986, R. 16 van 8 Januarie 1988 en R. 1388 van 30 Junie 1989 word hierby gewysig deur die volgende subartikel by te voeg, terwyl die bestaande artikel subartikel (1) daarvan word:

“(2) Die gesag in subartikel (1) bedoel, oefen sy bevoegdheid uit, verrig sy werksaamhede en voer sy pligte uit behoudens die voorskrifte van die Registrateur van Plantverbetering wat kragtens artikel 3 (1) van die Wet deur die Minister van Landbou aangewys is.”.

**DEPARTEMENT VAN ONTWIKKELINGS-
BEPLANNING**

No. R. 2062

29 September 1989

INWERKINGTREDING VAN ITEM 25A VAN BYLAE I VAN DIE GRONDWET VAN DIE NASIONALE STATE, 1971 (WET No. 21 VAN 1971) IN KANGWANE

Ek, Eugene Louw, Minister van Staatkundige Ontwikkeling en Beplanning, bepaal hierby, kragtens die bevoegdheid my verleen by item 25A van Bylae I van die Grondwet van die Nasionale State, 1971 (Wet No. 21 van 1971), dat die bepalinge van genoemde item op datum van publikasie van hierdie kennisgewing in die gebied van die KaNgwane- Wetgewende Vergadering soos beskryf in Bylae I van die KaNgwane-grondwet-proklamasie, 1977 (Proklamasie No. R. 214 van 1977), in werking tree.

E. LOUW,

Minister van Staatkundige Ontwikkeling en Beplanning.

DEPARTEMENT VAN OMGEWINGSKE

No. R. 2056

29 September 1989

WET OP SEEVISSERYE, 1973
(WET No. 58 VAN 1973)

WYSIGING VAN REGULASIES

Die Minister van Omgewingsake het kragtens artikel 13 van die Wet op Seevisserie, 1973 (Wet No. 58 van 1973), die Regulasies uitgevaardig kragtens genoemde Wet, gewysig soos in die Bylae hierby uiteengesit.

BYLAE

Tensy uit die samehang anders blyk, het woorde en uitdrukkings in hierdie Regulasies dieselfde betekenis as die betekenis daaraan geheg in die Wet op Seevisserie, 1973, en die Regulasies uitgevaardig kragtens genoemde Wet, en beteken “die Regulasies” die Regulasies gepubliseer by Goewermmentskennisgewing No. R. 1912 van 12 Oktober 1973, soos gewysig by Goewermmentskennisgewings Nos. R. 1597 van 13 September 1974, R. 300 van 14 Februarie 1975, R. 1252 van 27 Junie 1975, R. 2281 van 28 November 1975, R. 2351 van 12 Desember 1975, R. 692 van 23 April 1976, R. 2210 van 26 November 1976, R. 2507 van 17 Desember 1976, R. 825 van 13 Mei 1977, R. 1799 van 9 September 1977, R. 2667 van 30 Desember 1977, R. 589 van 23 Maart 1978, R. 1499 van 21 Julie 1978,

R. 312 of 23 February 1979, R. 1283 of 15 June 1979, R. 2407 of 26 October 1979, R. 2507 of 5 December 1980, R. 1410 of 3 July 1981, R. 2483 of 13 November 1981, R. 2662 of 4 December 1981, R. 673 of 2 April 1982, R. 1630 of 30 July 1982, R. 2384 of 5 November 1982, R. 2624 of 3 December 1982, R. 15 of 5 January 1983, R. 527 of 11 March 1983, R. 1036 of 13 May 1983, R. 1447 of 1 July 1983, R. 2201 of 30 September 1983, R. 2382 of 28 October 1983, R. 2845 of 30 December 1983, R. 238 of 17 February 1984, R. 430 of 2 March 1984, R. 888 of 4 May 1984, R. 1368 of 6 July 1984, R. 1775 of 17 August 1984, R. 1949 of 31 August 1984, R. 2438 of 2 November 1984, R. 2760 of 14 December 1984, R. 2871 of 31 December 1984, R. 2064 of 13 September 1985, R. 2671 of 29 November 1985, R. 2784 of 13 December 1985, R. 404 of 7 March 1986, R. 1721 of 15 August 1986, R. 1776 of 29 August 1986, R. 2167 of 14 October 1986, R. 2656 of 12 December 1986, R. 179 of 30 January 1987, R. 354 of 20 February 1987, R. 380 of 27 February 1987, R. 982 of 30 April 1987, R. 1247 of 12 June 1987, R. 1467 of 10 July 1987, R. 2391 of 23 October 1987, R. 2434 of 30 October 1987, R. 1964 of 30 September 1988 and R. 2300 of 11 November 1988.

1. By the substitution of the figures and word "15 December" where it appears in paragraph (e) of subregulation (1) of regulation 19 for the figures and word "30 September".

2. By the deletion of subregulation 8 of regulation 48.

3. By the substitution of regulation 48A for the following regulation:

"48A. (1) Subject to the provisions of regulation 57, no person shall without the authority of the director and subject to the conditions contained in a permit issued by him, catch, attempt to catch or disturb any squid (chokka) by means of jigging.

(2) Subregulation (1) will come into effect on 1 December 1989."

4. By the insertion of the following words and figures at the end of subregulation (1) of regulation 57:

"Squid (chokka) twenty (20)".

DEPARTMENT OF FINANCE

No. R. 2058

29 September 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/4/68)

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

1. Part 4 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto; and
2. this amendment, in so far as it relates to rebate item 316.09/8516.50, shall be deemed to have come into operation on 10 May 1989.

G. MARAIS,

Deputy Minister of Finance.

R. 1640 van 11 Augustus 1987, R. 16 van 5 Januarie 1979, R. 312 van 23 Februarie 1979, R. 1283 van 15 Junie 1979, R. 2407 van 26 Oktober 1979, R. 2507 van 5 Desember 1980, R. 1410 van 3 Julie 1981, R. 2438 van 13 November 1981, R. 2662 van 4 Desember 1981, R. 673 van 2 April 1982, R. 1630 van 30 Julie 1982, R. 2384 van 5 November 1982, R. 2624 van 3 Desember 1982, R. 15 van 5 Januarie 1983, R. 527 van 11 Maart 1983, R. 1036 van 13 Mei 1983, R. 1447 van 1 Julie 1983, R. 2201 van 30 September 1983, R. 2382 van 28 Oktober 1983, R. 2845 van 30 Desember 1983, R. 238 van 17 Februarie 1984, R. 430 van 2 Maart 1984, R. 888 van 4 Mei 1984, R. 1368 van 6 Julie 1984, R. 1775 van 17 Augustus 1984, R. 1949 van 31 Augustus 1984, R. 2438 van 2 November 1984, R. 2760 van 14 Desember 1984, R. 2871 van 31 Desember 1984, R. 2064 van 13 September 1985, R. 2671 van 29 November 1985, R. 2784 van 13 Desember 1985, R. 404 van 7 Maart 1986, R. 1721 van 15 Augustus 1986, R. 1776 van 29 Augustus 1986, R. 2167 van 14 Oktober 1986, R. 2656 van 12 Desember 1986, R. 179 van 30 Januarie 1987, R. 354 van 20 Februarie 1987, R. 380 van 27 Februarie 1987, R. 982 van 30 April 1987, R. 1247 van 12 Junie 1987, R. 1467 van 10 Julie 1987, R. 2391 van 23 Oktober 1987, R. 2434 van 30 Oktober 1987, R. 1964 van 30 September 1988 en R. 2300 van 11 November 1988.

1. Deur die syfers en woord "15 Desember" waar dit in paragraaf (e) van subregulasie (1) van regulasie 19 voorkom, met die syfers en woord "30 September" te vervang.

2. Deur subregulasie (8) van regulasie 48 te skrap.

3. Deur regulasie 48A deur die volgende regulasie te vervang:

"48A. (1) Behoudens die bepalinge van regulasie 57, mag geen persoon sonder die magtiging van die direkteur en behoudens die voorwaardes voorgeskryf in 'n permit deur hom uitgereik, enige pylinkvis (tjokka) met behulp van pluklyne vang, probeer vang of versteur nie.

(2) Subregulasie (1) sal op 1 Desember 1989 in werking tree."

4. Deur die invoeging van die volgende woorde en syfers aan die einde van subregulasie (1) van regulasie 57:

"Pylinkvis (tjokka) twintig (20)".

DEPARTEMENT VAN FINANSIES

No. R. 2058

29 September 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/4/68)

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

1. word Deel 4 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon; en
2. word hierdie wysiging, vir sover dit betrekking het op kortingitem 316.09/8516.50, geag op 10 Mei 1989 in werking te getree het.

G. MARAIS,

Adjunk-minister van Finansies.

SCHEDULE

	Annotations
<i>Notes:</i> By the substitution for Note 7 (a) of the following:	
“(a) which are entered in terms of rebate items 316.09/8516.50, 316.17, 317.02 and 317.03 of Schedule No. 3 and rebate items 403.02, 405.04, 405.05, 406.00, 407.00, 408.00, 409.00, 412.02, 412.03, 412.04, 412.07, 412.09, 412.10, 412.11, 412.12, 412.13, 412.15, 412.16, 412.17, 412.24, 412.25, 460.07/39.19, 470.00, 480.00 and 490.00 of Schedule No. 4,”	

Note. — The effect of this amendment is that goods cleared under rebate item 316.09/8516.50 are exempted from the payment of surcharge with retrospective effect to 10 May 1989.

BYLAE

	Annotations
<i>Opmerkings:</i> Deur Opmerking 7 (a) deur die volgende te vervang:	
“(a) wat geklaar word kragtens kortingitem 316.09/8516.50, 316.17, 317.02 en 317.03 van Bylae No. 3 en kortingitem 403.02, 405.04, 405.05, 406.00, 407.00, 408.00, 409.00, 412.02, 412.03, 412.04, 412.07, 412.09, 412.10, 412.11, 412.12, 412.13, 412.15, 412.16, 412.17, 412.24, 412.25, 460.07/39.19, 470.00, 480.00 en 490.00 van Bylae No. 4,”	

Opmerking. — Die uitwerking van hierdie wysiging is dat goedere wat kragtens kortingitem 316.09/8516.50 geklaar word, van die betaling van bobelasting vrygestel is met terugwerkende krag tot 10 Mei 1989.

No. R. 2061

29 September 1989

CUSTOMS AND EXCISE ACT, 1964**AMENDMENT OF SCHEDULE 1 (No. 1/4/69)**

Under section 48 of the Customs and Excise Act, 1964, Part 4 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. 2061

29 September 1989

DOEANE- EN AKSYNSWET, 1964**WYSIGING VAN BYLAE 1 (No. 1/4/69)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aange-
toon.

G. MARAIS,

Adjunk-minister van Finansies.

SCHEDULE

	Annotations
<i>Notes:</i> By the substitution for Note 7 (g) of the following:	
“(g) cleared in accordance with a permit issued by the Director-General: Trade and Industry, on the recommendation of the Board of Trade and Industry on condition that a reciprocal export transaction is approved by the Director-General: Trade and Industry, on the recommendation of the Board of Trade and Industry,”	

Note. — Note 7 (g) is restated.

BYLAE

	Annotations
<i>Opmerkings:</i> Deur Opmerking 7 (g) deur die volgende te vervang:	
“(g) geklaar ingevolge 'n permit uitgereik deur die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, op voorwaarde dat 'n uitvoertransaksie as teenprestasie deur die Direkteur-generaal: Handel en Nywerheid, op aanbeveling van die Raad van Handel en Nywerheid, goedgekeur word,”	

Opmerking. — Opmerking 7 (g) word herskryf.

DEPARTMENT OF MANPOWER**No. R. 2060****29 September 1989****BASIC CONDITIONS OF EMPLOYMENT ACT, 1983****CONTINUOUS WORKING**

I, Johannes Nicolaas Hitchcock, Chief Director: Labour Relations, duly authorised thereto by the Minister of Manpower, hereby in terms of section 33 (1) of the Basic Conditions of Employment Act, 1983, declare the manufacture of emulsion explosives as carried out by SMX [a Division of Sasol Chemical Industries (Pty) Ltd] at Secunda, to be an activity with respect to which work may be performed continuously in three shifts per 24 hours, seven days a week: Provided that the conditions of employment, as published under Government Notice No. R. 2167 of 28 September 1984, or any Government Notice published in substitution thereof, are adhered to.

J. N. HITCHCOCK,

Chief Director: Labour Relations.

No. R. 2088**29 September 1989****UNEMPLOYMENT INSURANCE ACT, 1966****INCREASE OF THE MAXIMUM RATE OF EARNINGS BY VIRTUE OF WHICH A PERSON QUALIFIES AS A CONTRIBUTOR**

Under section 2 (2) (d) of the Unemployment Insurance Act, 1966, (Act No. 30 of 1966), I, Eli van der Merwe Louw, acting Minister of Manpower, hereby amend the rate of earnings referred to in Government Notice No. R. 286 of 26 February 1988 from thirty-five thousand rand to thirty-eight thousand five hundred and thirty-two rand, with effect from 1 November 1989.

E. VANDER M. LOUW

Acting Minister of Manpower.

No. R. 2103**29 September 1989****LABOUR RELATIONS ACT, 1956****ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)—RENEWAL OF AGREEMENT FOR THE SERVICING SECTION**

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. R. 380 of 5 March 1982, R. 1847 of 27 August 1982, R. 2144 of 30 September 1983, R. 1872 of 24 August 1984, R. 2589 of 15 November 1985, R. 2108 of 3 October 1986, R. 2450 of 30 October 1987 and R. 1891 of 16 September 1988, to be effective from the date of publication of this notice and for the period ending 30 June 1990.

E. VANDER M. LOUW,

Acting Minister of Manpower.

DEPARTEMENT VAN MANNEKRAG**No. R. 2060****29 September 1989****WET OP BASIESE DIENSVOORWAARDES, 1983****AANEENLOPENDE WERK**

Ek, Johannes Nicolaas Hitchcock, Hoofdirekteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby kragtens artikel 33 (1) van die Wet op Basiese Diensvoorwaardes, 1983, dat die vervaardiging van emulsiespringstof, soos uitgevoer deur SMX [n Afdeling van Sasol Chemiese Nywerhede (Edms.) Bpk.] te Secunda, 'n bedrywigheid is met betrekking waartoe daar aaneenlopend in drie skofte per 24 uur, sewe dae per week, gewerk kan word: Met dien verstande dat die diensvoorwaardes, soos gepubliseer by Goewermentskennisgewing No. R. 2167 van 28 September 1984, of enige Goewermentskennisgewing gepubliseer ter vervanging daarvan, nagekom word.

J. N. HITCHCOCK,

Hoofdirekteur: Arbeidsverhoudinge.

No. R. 2088**29 September 1989****WERKLOOSHEIDVERSEKERINGSWET, 1966****VERHOOGING VAN DIE MAKSIMUM VERDIENSTE UIT HOOFDE WAARVAN IEMAND AS 'N BYDRAER KWALIFISEER**

Kragtens artikel 2 (2) (d) van die Werkloosheidversekeringswet, 1966 (Wet No. 30 van 1966), wysig ek, Eli van der Merwe Louw, waarnemende Minister van Mannekrag, hierby met ingang van 1 November 1989 die verdienste vermeld in Goewermentskennisgewing No. R. 286 van 26 Februarie 1988 van vyf-en-dertigduisend rand tot agt-en-dertigduisend vyfhonderd twee-en-dertig rand.

E. VANDER M. LOUW

Waarnemende Minister van Mannekrag.

No. R. 2103**29 September 1989****WET OP ARBEIDSVERHOUDINGE, 1956****ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)—HERNUWING VAN OOREENKOMS VIR DIE BEDIENINGSEKSIE**

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. R. 380 van 5 Maart 1982, R. 1847 van 27 Augustus 1982, R. 2144 van 30 September 1983, R. 1872 van 24 Augustus 1984, R. 2589 van 15 November 1985, R. 2108 van 3 Oktober 1986, R. 2450 van 30 Oktober 1987 en R. 1891 van 16 September 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1990 eindig.

E. VANDER M. LOUW,

Waarnemende Minister van Mannekrag.

No. R. 2104

29 September 1989

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).—RENEWAL OF HEALTH FUND AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notice No. R. 1893 of 16 September 1988, to be effective from 1 October 1989 and for the period ending 30 September 1994.

E. VANDER M. LOUW,
Acting Minister of Manpower.

No. R. 2105

29 September 1989

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—AMENDMENT OF HEALTH FUND AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1994, upon the employers; organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) (i) and 1 (1) (b) (i), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1994, 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.

E. VANDER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE) AGREEMENT

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

Electrical Contractor's Association (South Africa)
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
and the

Radio, Appliance and Television Association of South Africa

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

No. R. 2104

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).—HERNUWING VAN GESONDHEIDSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewing No. R. 1893 van 16 September 1988, van krag is, met ingang van 1 Oktober 1989 en vir die tydperk wat op 30 September 1994 eindig.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

No. R. 2105

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).—WYSIGING VAN GESONDHEIDSFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1994 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) (i) en 1 (1) (b) (i), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1994 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.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS

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

Electrical Contractors' Association (South Africa)
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
en die

Radio, Appliance and Television Association of South Africa

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

**Amalgamated Engineering Union of South Africa
Electrical and Allied Trades Union of S.A.**

and the

South African Electrical Workers' Association

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

being the parties of the Industrial Council for the Electrical Contracting and Servicing Industry (Cape),

to amend the Agreement published under Government Notice No. R. 1893 of 16 September 1988.

1. SCOPE OF APPLICATION

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

(a) in the Electrical Contracting and Servicing Industry —

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

(ii) 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 No. 173 of 9 February 1973), fell within the Magisterial Districts 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 Nos. 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 No. 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, 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 No. 1683 of 7 August 1987, fell within the Magisterial District of Bellville;

(b) in the Electrical Contracting Industry —

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

(ii) in the Magisterial Districts of Caledon, Clanwilliam, Grabouw, Hermanus, Malmesbury, Montagu, Paarl, Robertson, Somerset West, Stellenbosch, Strand and Swellendam.

(2) Notwithstanding the provisions of subclause (1) (a) and (b), the terms of this Agreement shall, subject to the provisions of subclause (3), only apply to employees, and shall include the administrative staff, who are employed in the classes of work classified under Rates "A" to "DDD" or as electricians or journeymen or artisans or installation operators, and employees who are in receipt of an hourly rate of not less than a rate equivalent to Rate "DDD" in terms of the Agreements published under Government Notices Nos. R. 380 of 5 March 1982 and R. 971 of 13 May 1983, as amended from time to time.

(3) The terms of this Agreement shall apply to apprentices irrespective of earnings, only in so far as they are not inconsistent with the Manpower Training Act, 1981, or any contract registered or deemed to be registered or any condition fixed or deemed to be fixed thereunder.

2. CLAUSE 5.—MEMBERSHIP

In subclause (3), substitute the figure "R18,00" for the figure "R16,00".

3. CLAUSE 7.—CONTRIBUTIONS

In subclause (1), substitute the figure "R9,00" for the figure "R8,00" wherever it occurs.

Signed at Cape Town, on behalf of the parties, this 15th day of June 1989.

A. P. BUTLER,
Chairman.

M. LEWIS,
Vice-Chairman.

G. J. J. VAN DER MERWE,
Secretary.

**Amalgamated Engineering Union of South Africa
Electrical and Allied Trades Union of S.A.**

en die

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1893 van 16 September 1988, te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word —

(a) in die Elektrotegniese Aannemings- en Bedieningsnywerheid —

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

(ii) in die landdrosdistrikte Die Kaap, Wynberg, met inbegrip van daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing No. 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 Goewermentskennisgewings Nos. 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 Goewermentskennisgewing No. 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 1683 van 7 Augustus 1987 binne die landdrosdistrik Bellville geval het;

(b) in die Elektrotegniese Aannemingsnywerheid —

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

(ii) in die landdrosdistrikte Caledon, Clanwilliam, Grabouw, Hermanus, Malmesbury, Montagu, Paarl, Robertson, Somerset-Wes, Stellenbosch, Strand en Swellendam.

(2) Ondanks subklausule (1) (a) en (b) is hierdie Ooreenkoms behoudens subklausule (3) van toepassing op slegs die werknemers, en omvat dit die administratiewe personeel, wat werksaam is in die klasse werk onder Lone "A" tot "DDD" ingedeel of wat in diens is as elektrisiëns of vakmanne of ambagsmannne of installasie-operateurs en werknemers wat 'n uurloon ontvang van nie minder nie as 'n loon gelykstaande met Loon "DDD" ingevolge die Ooreenkomste gepubliseer by Goewermentskennisgewings Nos. R. 380 van 5 Maart 1982 en R. 971 van 13 Mei 1983, soos van tyd tot tyd gewysig.

(3) Hierdie Ooreenkoms is van toepassing op vakleerlinge, ongeag hul verdienste, slegs vir sover dit nie onbestaanbaar is nie met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens geregistreer is of wat geag word daarkragtens geregistreer te wees of 'n voorwaarde wat daarkragtens vasgestel is of wat geag word daarkragtens vasgestel te wees.

2. KLOUSULE 5.—LIDMAATSKAP

In subklausule (3), vervang die syfer "R16,00" deur die syfer "R18,00".

3. KLOUSULE 7.—BYDRAES

In subklausule (1), vervang die syfer "R8,00", oral waar dit voorkom, deur die syfer "R9,00".

Namens die partye op hede die 15de dag van Junie 1989 te Kaapstad onderteken.

A. P. BUTLER,
Voorsitter.

M. LEWIS,
Ondervoorsitter.

G. J. J. VAN DER MERWE,
Sekretaris.

No. R. 2106

29 September 1989

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—RENEWAL OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Dennis van der Walt, Director: Labour Relations, 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 Nos. R. 2748 of 11 December 1987 and R. 1660 of 19 August 1988, to be effective from 1 October 1989 and for the period ending 31 December 1989.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2107

29 September 1989

LABOUR RELATIONS ACT, 1956

ELECTRICAL INDUSTRY, EAST LONDON.—RENEWAL OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, 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 Nos. R. 1749 of 17 August 1984, R. 1363 of 21 June 1985, R. 361 of 20 February 1987 and R. 452 of 11 March 1988 to be effective from 1 October 1989 and for the period ending 31 December 1989.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2108

29 September 1989

LABOUR RELATIONS ACT, 1956

LIQUOR AND CATERING TRADE, DURBAN.—RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, 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 Nos. R. 539 of 23 March 1979, R. 1598 of 1 August 1980, R. 441 of 22 March 1981, R. 1431 of 28 June 1985, R. 1780 of 29 August 1986, R. 1106 of 22 May 1987 and R. 166 and R. 167 of 3 February 1989, to be effective from 1 October 1989 and for the period ending 30 November 1989.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2109

29 September 1989

LABOUR RELATIONS ACT, 1956

BUILDING SOCIETY UNDERTAKING.—EXTENSION OF AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, duly authorised thereto by the 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 Nos. R. 108 of 24 March 1986 and R. 364 of 24 January 1989, by a further period ending 31 March 1990.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2106

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID (NATAL).—HERNUWING VAN OOREENKOMS VIR DIE ELEKTROTEGNIJSE AANNEMINGSEKSIE

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, 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 Goewermentskennissgewing Nos. R. 2748 van 11 Desember 1987 en R. 1660 van 19 Augustus 1988, van krag is vanaf 1 Oktober 1989 en vir die tydperk wat op 31 Desember 1989 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2107

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE NYWERHEID, OOS-LONDEN.—HERNUWING VAN OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, 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 Goewermentskennissgewings Nos. R. 1749 van 17 Augustus 1984, R. 1363 van 21 Junie 1985, R. 361 van 20 Februarie 1987 en R. 452 van 11 Maart 1988, van krag is vanaf 1 Oktober 1989 en vir die tydperk wat op 31 Desember 1989 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2108

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

DRANK- EN SPYSENIERSBEDRYF, DURBAN.—HERNUWING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, 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 Goewermentskennissgewings Nos. R. 539 van 23 Maart 1979, R. 1598 van 1 Augustus 1980, R. 441 van 22 Maart 1981, R. 1431 van 28 Junie 1985, R. 1780 van 29 Augustus 1986, R. 1106 van 22 Mei 1987 en R. 166 en R. 167 van 3 Februarie 1989, van krag is vanaf 1 Oktober 1989 en vir die tydperk wat op 30 November 1989 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2109

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUVERENIGINGONDERNEMING.—VERLENGING VAN OOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennissgewings Nos. R. 108 van 24 Maart 1986 en R. 364 van 24 Januarie 1989, met 'n verdere tydperk wat op 31 Maart 1990 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2110

29 September 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, KIMBERLEY. —
MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1990, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4, 7, 39 (2) (a), 44 and 45, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VAN DER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY, KIMBERLEY

AGREEMENT

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

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

Amalgamated Union of Building Trade Workers of South Africa
(hereinafter referred to as the "employees" or the "trade union"), of the other part,
being the parties to the Industrial Council for the Building Industry, Kimberley.

ARRANGEMENT OF AGREEMENT

A. Administrative and general.

1. Scope of application.
2. Period of operation.
3. Definitions.
4. Trade union organisers.
5. Administration of the Agreement.
6. Exemptions.
7. Agents.
8. Invalid contracts and prohibition of waiving provisions of Agreement.
9. *Ultra vires* provisions of Agreement.

B. Employees.

10. Engagement of juveniles.
11. Registration of employees.
12. Prohibited employment.
13. Termination of employment.

No. R. 2110

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, KIMBERLEY. —
HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1990 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4, 7, 39 (2) (a), 44 en 45, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1990 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Ooreenkoms gespesifiseer.

E. VAN DER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY

OOREENKOMS

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

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

Amalgamated Union of Building Trade Workers of South Africa
(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley.

INDELING VAN OOREENKOMS

A. Administratief en algemeen.

1. Toepassingsbestek.
2. Geldigheidsduur.
3. Woordomsakrywing.
4. Organiseerders van vakvereniging.
5. Administrasie van die Ooreenkoms.
6. Vrystellings.
7. Agente.
8. Ongeldige kontrakte en verbod op afstanddoening van die bepalings van die Ooreenkoms.
9. Bepalings in Ooreenkoms wat *ultra vires* is.

B. Werknemers.

10. Indiensneming van jeugdiges.
11. Registrasie van werknemers.
12. Verbode indiensneming.
13. Diensbeëindiging.

C. Employers.

14. Registration of employers.
15. Wage guarantee.
16. Records to be kept by employers.
17. Copies of agreements to be kept by employers.
18. Notice board.
19. Labour-only contracts.

D. Hours of work.

20. Maximum hours of work.
21. Overtime.
22. Shiftwork.
23. Annual leave and public holidays.

E. Remuneration.

24. Minimum wage rates.
25. Payment for overtime.
26. Payment for dangerous work.
27. Holiday pay.
28. Payment of remuneration.

F. Site arrangements and amenities.

29. Wet weather shelter.
30. Storage and provision of tools.
31. Latrines.
32. Safety provisions.

G. Funds and control thereof.

33. Administration and control of funds.
34. Expenses of the Council.
35. Building Industry Holiday Fund, Kimberley.
36. Benefit Fund for Artisans.
37. Benefit Fund for Non-Artisans.
38. Pension Fund.
39. National Development Fund for the Building Industry.
40. Building Industries Training Fund.
41. Collection of trade union fees.
42. Savings scheme.
43. Computer fee.
44. Subscriptions—Kimberley Master Builders' and Allied Trades Association.
45. Subscriptions—Building Industries Federation (South Africa).
46. Military Service Fund (Kimberley).

A. ADMINISTRATIVE AND GENERAL**1. SCOPE OF APPLICATION**

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

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

(b) in an area bounded by and included in a radius of 15 kilometres of the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 15 kilometres.

(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 construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training.

C. Werkgewers.

14. Registrasie van werkgewers.
15. Loonwaarborg.
16. Aantekeninge wat deur werkgewers gehou moet word.
17. Kopieë van Ooreenkomste moet deur werkgewers bewaar word.
18. Kennisgewingbord.
19. Slegs-arbeid-kontrakte.

D. Werkure.

20. Maksimum werkure.
21. Oortydwerk.
22. Skofwerk.
23. Jaarlikse verlof en openbare vakansiedae.

E. Besoldiging.

24. Minimum loonskale.
25. Betaling vir oortydwerk.
26. Betaling vir gevaarlike werk.
27. Vakansiebesoldiging.
28. Betaling van besoldiging.

F. Terreinreëlins en geriewe.

29. Skuiling teen nat weer.
30. Berging en verskaffing van gereedskap.
31. Latrines.
32. Veiligheidsmaatreëls.

G. Fondse en die beheer daaroor.

33. Administrasie van en beheer oor fondse.
34. Uitgawes van die Raad.
35. Vakansiefonds van die Bounywerheid, Kimberley.
36. Bystandsfonds vir Ambagsmanne.
37. Bystandsfonds vir Nie-ambagsmanne.
38. Pensioenfondse.
39. Nasionale Ontwikkelingsfonds vir die Bounywerheid.
40. Opleidingsfonds van die Bounywerheid.
41. Invordering van vakverenigingsledegeld.
42. Spaarskema.
43. Rekenaarkoste.
44. Ledegeld—Kimberley Master Builders' and Allied Trades Association.
45. Ledegeld—Bou-Industrieë Federasie (Suid-Afrika).
46. Militêrediensfonds (Kimberley).

A. ADMINISTRATIEF EN ALGEMEEN**1. TOEPASSINGSBESTEK**

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

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

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 15 kilometer vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie die Oranje-Vrystaat wat binne genoemde straal van 15 kilometer val.

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

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

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

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

(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 konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as may be determined by the Minister in terms of section 48 of the Act and shall remain in force until 31 October 1990 or for such period as may be determined by him.

3. DEFINITIONS

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

- (1) "Act" means the Labour Relations Act, 1956;
- (2) "agent" means a person appointed by the Council in terms of the provisions of clause 7 hereof and section 62 (7) of the Labour Relations Act, 1956;
- (3) "apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Manpower Training Act, 1981, and includes a minor employed on probation in a designated trade under that Act;
- (4) "artisan" means an employee in any designated trade as defined in clause 3 (8), who has either—
 - (a) completed an apprenticeship contract, by effluxion of time, in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, or
 - (b) completed a period of training, by effluxion of time, in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test, and
 - (c) attended a technical college and is in possession of at least a NI Certificate, or
 - (d) is registered with the Industrial Council as an artisan in terms of any previous Agreement;
- (5) "Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the site of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades of subdivisions thereof:
 - (a) *Asphalting*, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;
 - (b) *bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates, tiling of walls and floors, jointing of brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, slating, roof tiling and cement caulking of earthenware drains;
 - (c) *french polishing*, which includes polishing with a brush or pad and spraying with any composition;
 - (d) *glazing*, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto;
 - (e) *joinery*, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers or other kitchen fixtures, which accrue to the building as a permanent part thereof;
 - (f) *lead-light making*, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag tot 31 Oktober 1990 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

- (1) "Wet" die Wet op Arbeidsverhoudinge, 1956;
- (2) "agent" 'n persoon wat ooreenkomstig klousule 7 hiervan en artikel 62 (7) van die Wet op Arbeidsverhoudinge, 1956, deur die Raad aangestel is;
- (3) "vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ooreenkomstig die Wet op Mannekragopleiding, 1981, geregistreer is, en ook 'n minderjarige wat ingevolge daardie Wet op proef in 'n aangewese bedryf in diens geneem is;
- (4) "ambagsman" 'n werknemer in enige aangewese ambag soos omskryf in klousule 3 (8) wat of—
 - (a) 'n vakleerlingkontrak met verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het maar nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie, of
 - (b) 'n opleidingstydperk met verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het, maar nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie, en
 - (c) 'n tegniese kollege bygewoon het en in besit is van ten minste 'n NI-sertifikaat, of
 - (d) by die Nywerheidsraad as 'n ambagsman kragtens enige vorige Ooreenkoms geregistreer is;
- (5) "Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en/of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderverdelings daarvan:
 - (a) *Asfaltwerk*, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of 'n ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;
 - (b) *messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmar en met komposiemateriaal, leiklipwerk, pandekking en sementkalfaatwerk aan erdepypriole;
 - (c) *lakpolitoerwerk*, wat die volgende insluit: Polcerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof;
 - (d) *beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout-of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;
 - (e) *skrynwark*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwarkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie, en sluit dit ook in rakkaste, kombuiske of ander kombuistoehore wat as 'n permanente deel van die gebou aangebring word;
 - (f) *ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

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

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

(i) *painting*, which includes decorating, paper-hanging, distemper, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products, and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttingty of woodwork;

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

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

(l) *shop, office and bank fittings*, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counter screens and interior fittings and fixtures;

(m) *steel reinforcing and/or steel construction*, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which form part of a building or structure;

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

(g) *klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voor- af gegiet of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippeleer- en masjinerie, en die skerpmak van klipwerk-gereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

(h) *metaalwerk*, wat die volgende insluit: Die aanbring van die staalplafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

(i) *verfwerk*, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

(j) *pleisterwerk*, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terras- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny- en afwerk-masjinerie, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestieksputwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daar van of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

(k) *loodgieterswerk*, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanslegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandsproeiërs en die vervaardiging en aanbring van allerlei soorte plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

(l) *winkel-, kantoor- en bankuitrustingwerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vernsterafskortings, uitstalkaste, toonbankskerms en binnenshuise los en vaste toebehoere;

(m) *staalwapening en/of staalkonstruksie*, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, dwarslêers, staalbalkke, plaatmetaal of metaal in watter vorm ook al vorm wat deel uitmaak van 'n gebou of bouwerk;

(n) *houtwerk*, wat die volgende insluit: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, houtwerk, masjinerie, draaiwerk, houtsnywerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiekmetaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk wat matinstellering insluit, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjinerie, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum of matte gelê word deur die verskaffer daarvan wie se ver naamste besigheid in die Kommersiële Distribusiededryf is, dit uitgesluit moet word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstige is by die verkooop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

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

(7) "craftsman" means an employee in any designated trade as defined in clause 3(8) who has either—

(a) completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(b) completed a period of training in terms of the Manpower Training Act, 1981, and has passed the qualifying trade test, or

(c) successfully completed all courses in the specified skills training modules at a recognised institutional training centre, and

(d) attended a technical college and is in possession of at least a N2 Certificate; or

(e) completed on-site training for a period of three years, or

(f) is registered with the Industrial Council as either a craftsman or master craftsman in terms of any previous agreement;

(8) "designated trade" means one or more of the following trades which may be performed by a craftsman, artisan, specified skills trainee or apprentice:

Bricklaying, carpentry, joining, shopfitting, plastering and paving, plumbing and drainlaying, wall and floor tiling, painting and decorating, bricklaying/plastering, electrician (construction) and carpentry/joining;

(9) "emergency work" means such work as cannot reasonably be performed during the hours prescribed or as may be laid down in accordance with clause (20);

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

(11) "general worker" means an employee engaged on any task not elsewhere specified in any definitions of the categories referred to in the definition of "designated trade", but including supervising of other general workers;

(12) "labour-only contract" means a contract, agreement, arrangement or understanding in terms of which an employer 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 employer 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;

(13) "labour-only contractor" means an employer who is registered with the Council in accordance with the provisions of clause (19), and who undertakes a labour-only contract;

(14) "lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, all windows, fanlights and other openings to be properly burglar-proofed, the whole to be constructed to provide a place of adequate size for the safe-keeping of employees' tools or clothes at any time;

(15) "overtime" means all time worked in excess of the hours prescribed in clause (20);

(16) "Secretary" means the Secretary for the time being of the Council and includes any official nominated by the Council to act as Secretary;

(17) "specified skills courses" means the courses prescribed in the Training Skills Modules covering all designated trades at a recognised practical institutional training centre;

(18) "specified skills trainee" means an employee registered in a specific trade who is permitted to perform work as defined in clause 3 (8), who has successfully completed one or more of the prescribed specified skills courses in the training modules at a recognised practical institutional training centre, and has done the on-site period of training as prescribed.

(6) "Raad" die Nywerheidsraad vir die Bounywerheid, Kimberley, wat geag word ingevolge artikel 19 van die Wet geregistreer te wees;

(7) "vakman" 'n werknemer in enige aangewese ambag soos omskryf in klousule 3(8) wat of—

(a) 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het en in die kwalifiserende ambagstoets geslaag het, of

(b) 'n opleidingsstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het en in die kwalifiserende ambagstoets geslaag het, of

(c) alle kursusse in die opleidingsmodules gespesifiseerde ambag aan 'n erkende institusionele opleidingsentrum suksesvol voltooi het, en

(d) 'n tegniese kollege bygewoon het en in besit is van ten minste 'n N2-sertifikaat; of

(e) 'n indiensopleidingsstydperk van drie jaar voltooi het, of

(f) by die Nywerheidsraad as 'n vakman of 'n meestervakman kragtens enige vorige ooreenkoms geregistreer is;

(8) "aangewese ambag" een of meer van die volgende ambagte wat deur 'n vakman, ambagsman, kwekeling gespesifiseerde ambag of vakleerling verrig kan word:

Messelwerk, timmerwerk, skrynwerk, winkelluitrustingswerk, pleisterwerk en plaveiwerk, loodgieters- en rioolaanlegwerk, muur- en vloerteëlwerk, verfwerk en viersiering, messelpleisterwerk, elektrisiën (konstruksie) en timmerskrynwerk;

(9) "noodwerk" werk wat nie redelikerwys verrig kan word gedurende die ure in klousule (20) voorgeskryf of wat in ooreenkomstig daarmee bepaal kan word nie;

(10) "noodsaaklike dienste" alle werk wat noodsaaklik verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voorsetting van 'n ander nywerheid, besigheid of onderneming te verseker;

(11) "algemene werker" 'n werknemer wat werk van enige aard verrig wat nêrens anders gespesifiseer is in enige omskrywing van die kategorieë in die omskrywing van "aangewese ambag" bedoel nie, maar behels toesig hou oor ander algemene werkers;

(12) "slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n werkgewer 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;

(13) "slegs-arbeid kontrakteur" 'n werkgewer wat ooreenkomstig klousule (19) by die Raad geregistreer is en wat 'n slegs-arbeid-kontrak onderneem;

(14) "toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat van beton, stene, hout, sink of 'n kombinasie daarvan gemaak is, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstal voorsien is, en wat so gebou moet word dat dit groot genoeg is sodat die gereedskap of klere van werknemers te alle tye veilig daarin bewaar kan word;

(15) "oortydwerk" alle tyd wat daar langer gewerk word as die ure in klousule (20) voorgeskryf;

(16) "Sekretaris" die persoon wat op 'n bepaalde tydstip die Sekretaris van die Raad is en ook 'n beampde wat die Raad aanwys om as Sekretaris op te tree;

(17) "kursusse in gespesifiseerde ambagte" die voorgeskrewe kursusse in die opleidingsmodules (gespesifiseerde ambagte) wat al die aangewese ambagte aan 'n erkende praktiese institusionele opleidingsentrum dek;

(18) "kwekeling (gespesifiseerde ambag)" 'n werknemer wat as sodanig in 'n spesifieke ambag geregistreer is en toegelaat word om werk soos in klousule 3 (8) omskryf te verrig, wat een of meer van die voorgeskrewe kursusse (gespesifiseerde ambagte) in die opleidingsmodules suksesvol voltooi het aan 'n erkende praktiese institusionele opleidingsentrum en die voorgeskrewe indiensopleidingsstydperk, soos voorgeskryf, voltooi het.

4. TRADE UNION ORGANISERS

Trade union organisers shall be allowed to contact their members working on jobs with the consent of the employer or his duly authorised representative or the foreman.

5. ADMINISTRATION OF THE AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

6. EXEMPTIONS

(1) The Council may in writing grant exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall have the power to fix the conditions subject to which an exemption shall operate.

(3) A licence of exemption under the signature of the Chairman and Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than that for which it was granted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.

7. AGENTS

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

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

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

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

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

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

8. INVALID CONTRACTS AND PROHIBITION OF WAIVING PROVISIONS OF AGREEMENT

(1) No employer or employee may enter into any agreement or service contract, express or implied, to permit of the payment to that employee of remuneration less than that prescribed in this Agreement, or of the application to that employee of any treatment or the granting to him of any benefits less favourable to him than the treatment or benefits prescribed in this Agreement, and any such agreement or service contract, whether entered into before or after the coming into operation of this Agreement, shall be void.

(2) No employee may waive the application to him of any provision of this Agreement, and any agreement or service contract, whether entered into before or after the coming into operation of this Agreement, which purports to effect any such waiver, shall be void.

(3) No employer shall require or permit an employee to pay or repay to him any remuneration which is payable or has been paid to that employee in terms of the provisions of this Agreement.

(4) No employer shall require or permit an employee to give a receipt for or otherwise to represent that he has received more than he actually received by way of remuneration.

4. ORGANISEERDERS VAN VAKVERENIGING

Die organiseerders van die vakvereniging moet toegelaat word om, met die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger of die voorman, met hul lede in verbinding te tree op die plekke waar hulle werk.

5. ADMINISTRASIE VAN DIE OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgevers en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

6. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigen van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad kan die voorwaardes stel waarop sodanige vrystelling van krag sal wees.

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrystel word. 'n Vrystellingsertifikaat is slegs geldig in die gebied waarvoor dit uitgereik is.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarin dit van krag is, wysig of intrek.

(5) 'n Werkgever moet die bepalings van 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

7. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom behulpsaam te wees met die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) 'n perseel of plek waarin die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy grond het om te vermoed dat iemand daar werksaam is;

(b) enigen wat hy op of in die omgewing van die perseel of plek vind, of alleen of in die teenwoordigheid van dié ander persone wat hy, met die oog op die sake wat op hierdie Ooreenkoms betrekking het, dienstig ag, mondeling te ondervra en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, getoon word en om dit te ondersoek, te inspekteer en afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel betree en sy inspeksie- of ondersoekwerk verrig, kan hy 'n tolk met hom saamneem.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo bedoel word.

8. ONGELDIGE KONTRAKTE EN VERBOD OP AFSTAND-DOENING VAN DIE BEPALINGS VAN DIE OOREENKOMS

(1) Geen werkgever of werknemer mag 'n ooreenkoms of dienskontrak aangaan nie, hetsy uitdruklik of stilswyend, wat toelaat dat aan dié werknemer minder besoldiging betaal word as wat in hierdie Ooreenkoms voorgeskryf word, of dat hy op minder gunstige wyse behandel of dat aan hom minder gunstige bystand verleen word as die behandeling of die bystand in hierdie Ooreenkoms voorgeskryf, en elke sodanige ooreenkoms of dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan of gesluit, is ongeldig.

(2) Geen werknemer mag afstand doen van die toepassing op hom van die bepalings van hierdie Ooreenkoms nie, en elke ooreenkoms of dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan of gesluit, wat sodanige afstanddoening beoog, is ongeldig.

(3) Geen werkgever mag van 'n werknemer vereis of hom toelaat om aan hom besoldiging te betaal of terug te betaal wat ingevolge hierdie Ooreenkoms aan dié werknemer betaalbaar is of aan hom betaal is nie.

(4) Geen werkgever mag van 'n werknemer vereis of hom toelaat om 'n kwitansie te gee of andersins voor te gee dat hy meer ontvang het as wat hy werklik by wyse van besoldiging ontvang het nie.

9. ULTRA VIRES PROVISIONS IN AGREEMENT

In the event of any provision, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

B. EMPLOYEES**10. EMPLOYMENT OF JUVENILES**

No person under the age of 15 years shall be employed in the Industry.

11. REGISTRATION OF EMPLOYEES

(1) *Specified skills trainees.*—No employer shall employ any person as a specified skills trainee in any one or more of the specified skills courses as defined in clause 3 (17), unless registered with the Council, who will issue such person with a certificate of registration covering such specified skill or skills: Provided that—

(i) prospective trainees may be tried out, on site, for one month, after which they must pass the Competency Based Training Test of the Building Industries Federation (South Africa) (Bifsa) before Council will issue a Contract of Traineeship, which may be transferable between employers;

(ii) registered trainees will revert to a general worker if—

(aa) they fail to pass the first course of any specified skill after four attempts, or

(ab) they fail to pass all the modules at a recognised practical institutional training centre within three years;

(iii) technical training will be done at a technical college, on advice from Council.

(2) *Artisans and craftsmen.*—No employer shall employ any person as an artisan, as defined in clause 3 (4) or a craftsman, as defined in clause 3 (7), unless registered with the Council, who will issue such person with a certificate of registration:

Provided that persons, at date of publication of this Agreement, who, in the opinion of the Council, could qualify as a specified skills trainee, artisan or craftsman, shall, notwithstanding the terms of subclause (1), be issued with a certificate of registration by the Council in the applicable category.

12. PROHIBITED EMPLOYMENT

(1) No employer shall permit an employee to perform skilled work unless such employee is registered as a skilled employee, labour-only contractor or working employer.

(2) No employee may perform skilled work unless he is registered as a skilled employee, labour-only contractor or working employer.

(3) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the prescribed wages and allowances of an artisan which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the person concerned not been prohibited, and the employer shall remain liable to pay such emuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited.

13. TERMINATION OF EMPLOYMENT

(1) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

(2) Subject to—

(a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided herein; or

(c) the provisions of subclause (4) (iii);

9. BEPALINGS IN OOREENKOMS WAT ULTRA VIRES IS

Ingeval van 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig is of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

B. WERKNEMERS**10. INDIENSNEMING VAN JEUGDIGES**

Niemand onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

11. REGISTRASIE VAN WERKNEMERS

(1) *Kwekeling gespesifiseerde ambag.*—Geen werkgever mag 'n persoon in diens neem as 'n kwekeling (gespesifiseerde ambag) in een of meer van die kûrsusse in gespesifiseerde ambagte, soos omskryf in klousule 3 (17) nie, tensy hy geregistreer is by die Raad wat sodanige persoon van 'n registrasiesertifikaat sal voorsien waarin voorsiening gemaak word vir die gespesifiseerde ambag of ambagte: Met dien verstande dat—

(i) voornemende kwekelinge een maand lank op die terrein getoets kan word, waarna hy in die Bevoegdheidsgebaseerde Opleiding-toets van die Bou-Industrie Federasie (Suid-Afrika) (Bifsa) moet slaag alvorens die Raad 'n kwekelingskontrak sal uitreik wat van een werkgever na 'n ander oorgedra kan word;

(ii) 'n geregistreerde kwekeling weer tot algemene werker verlaag sal word, indien hy nie—

(aa) na vier pogings in die eerste kursus van enige gespesifiseerde ambag slaag nie, of

(ab) binne drie jaar in al die modules aan 'n erkende praktiese institusionele opleidingsentrum slaag nie;

(iii) tegniese opleiding op aanbeveling van die Raad by 'n tegniese kollege sal geskied.

(2) *Ambagsmanne en vakmanne.*—Geen werkgever mag 'n werknemer as 'n ambagsman, soos omskryf in klousule 3 (4), of 'n vakman, soos omskryf in klousule 3 (7), in diens neem nie, tensy hy geregistreer is by die Raad, wat 'n registrasiesertifikaat aan sodanige persoon sal uitreik:

Met dien verstande dat die Raad, ondanks subklousule (1), 'n registrasiesertifikaat in die toepaslike kategorie sal uitreik aan iemand wat ten tye van die publikasie van hierdie Ooreenkoms na die mening van die Raad kan kwalifiseer as kwekeling (gespesifiseerde ambag), ambagsman of vakman.

12. VERBODE INDIENSNEMING

(1) Geen werkgever mag toelaat dat 'n werknemer geskoolde werk verrig nie tensy sodanige persoon geregistreer is as 'n geskoolde werknemer, slegs-arbeid-kontrakteur of werkende werkgever.

(2) Geen werknemer mag geskoolde werk verrig nie tensy hy geregistreer is as 'n geskoolde werknemer, slegs-arbeid-kontrakteur of werkende werkgever.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag 'n werkgever van sodanige persoon vry te stel van die betaling van die voorgeskrewe lone en toelaes van 'n ambagsman wat hy sou moet betaal het en van die nakoming van die voorwaardes wat hy sou moet nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgever bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

13. DIENSBEÏNDIGING

(1) Geen kennisgewing van diensbeëindiging is nodig nie tensy die betrokke werknemer minstens drie agtereenvolgende dae by dieselfde werkgever in diens was.

(2) Behoudens—

(a) die reg van 'n werkgever of 'n werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgever en die werknemer waarby 'n langer kennisgewingstermyn bepaal word as dié waarvoor hierin voorsiening gemaak word; of

(c) subklousule (4) (iii);

an employer desirous of terminating the employment of an employee or an employee desirous of terminating an engagement with an employer shall give, in the case of employees for whom wages are prescribed in clause 24 (b), (c) and (d), not less than two hours' notice and in the case of other employees, not less than one hour's notice of such termination of employment to the employer or the employee, as the case may be, on any working day.

(3) For the purposes of this clause, the expression "any cause recognised by law as sufficient" shall, without in any way limiting the ordinary meaning of the expression, include any one or more of the following:

- (a) Being under the influence of drugs or alcohol;
- (b) proven pilfering, theft or misappropriation of money, goods or property;
- (c) repeated unpunctuality or deliberate absenteeism, provided previous warnings have been given;
- (d) refusing to obey reasonable instructions or orders;
- (e) serious disrespect or insubordination;
- (f) assault or physical violence;
- (g) intimidation;
- (h) endangering the lives of himself and/or other persons by his actions;
- (i) failure to pay wages or to issue stamps when they are due.

(4) Should an employee cease work without having given to an employer the notice prescribed in subclause (2), the employer may deduct from any wages in the process of accrual to such employee an amount equivalent to the wages payable in terms of clause 4 for a period equal to such notice.

(5) The minimum period of such notice shall become operative at the commencement of the last two hours or one hour, as the case may be, before finishing time on the day in respect of which notice is given: Provided that—

- (i) an employer who gives notice to an employee for whom wages are prescribed in clause 24 (b), (c) and (d) shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;
- (ii) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee referred to in paragraph (i) above shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose;
- (iii) an employee or employer who requires payment of wages due to be made on termination of employment shall give notice of such intention at the normal starting time on the day of such termination;
- (iv) in the event of an employee or employer not complying with the third proviso of this subclause, payment of wages accrued shall not fall due until after noon on the succeeding working day.

C. EMPLOYERS

14. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry shall, within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of entering the Industry, furnish to the Secretary the following:

- (i) His full name and residential address;
- (ii) his business address, other than post office box number;
- (iii) the full title or style under which his business is conducted.

(b) Where the employer is a partnership or company, the information as required in paragraph (a) shall be furnished to the Secretary in respect of every partner, director, manager or secretary.

moet 'n werkgever wat die dienste van 'n werknemer wil beëindig en moet 'n werknemer wat sy diens by 'n werkgever wil beëindig, in die geval van 'n werknemer vir wie lone voorgeskryf word in klousule 24 (b), (c) en (d) minstens twee uur en in die geval van ander werknemers minstens een uur vooraf kennis van sodanige diensbeëindiging op enige werkdag aan die werkgever of die werknemer, na gelang van die geval, gee.

(3) Vir die toepassing van hierdie klousule omvat die uitdrukking " 'n regsgeldige rede", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, een of meer van die volgende:

- (a) Onder die invloed van dwelmiddels of drank;
- (b) bewese diefwery, diefstal of wederregtelike toeëiening van geld, goedere of eiendom;
- (c) herhaalde gebrek aan stiptheid of opsetlike absenteïsme, mits daar vooraf gewaarsku is;
- (d) weiering om redelike opdragte of bevels uit te voer;
- (e) ernstige minagting of insubordinasie;
- (f) aanranding of fisiese geweld;
- (g) intimidasie;
- (h) sy eie lewe en/of dié van ander deur sy dade in gevaar stel;
- (i) versuim om lone te betaal of seëls uit te reik wanneer dit moet geskied.

(4) Indien 'n werknemer ophou werk sonder om aan 'n werkgever die kennis te gee het soos voorgeskryf in subklousule (2), kan die werkgever van die loon wat sodanige werknemer toekom 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 betaalbaar is vir 'n tydperk wat gelyk is aan die tydperk van sodanige kennisgewing.

(5) Die minimum tydperk van sodanige kennisgewing loop vanaf die aanvang van die laaste twee uur of een uur, na gelang van die geval, voor die sluitingstyd op die dag ten opsigte waarvan daar kennis gegee word: Met dien verstande dat—

- (i) 'n werkgever wat kennis gee aan 'n werknemer vir wie lone in klousule 24 (b), (c) en (d) voorgeskryf word, sodanige werknemer moet toelaat om sy gereedskap gedurende die minimum tydperk van sodanige kennisgewing in werkende orde te bring, maar hierdie bepaling is nie van toepassing in die geval van 'n werknemer wat minder as vyf dae gewerk het nie;
- (ii) 'n werknemer wat aan 'n werkgever kennis gee, nogtans met die werk waarvoor hy in diens geneem is, moet voortgaan tot by die sluitingstyd, behalwe dat 'n werknemer in paragraaf (i) hierbo bedoel gedurende die minimum tydperk van sodanige kennisgewing toegelaat moet word om sy gereedskap in werkende orde te bring maar dat hy nogtans vir dié gedeelte van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie, tot die sluitingstyd moet voortgaan met die werk waarvoor hy in diens geneem is;
- (iii) 'n werknemer of 'n werkgever wat vereis dat die loon wat verskuldig is, betaal moet word by die beëindiging van diens, op die gewone aanvangstyd van die dag van sodanige diensbeëindiging kennis van sy voorneme moet gee;
- (iv) ingeval 'n werknemer of 'n werkgever nie aan die derde voorbehoudsbepaling van hierdie subklousule voldoen nie, die loon wat hom toekom eers ná 12-uur middag op die daaropvolgende werkdag betaalbaar is.

C. WERKGEWERS

14. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgever moet binne sewe dae nadat hy tot die Nywerheid toegetree het, die Sekretaris van onderstaande gegewens voorsien:

- (i) Sy volle naam en woonadres;
- (ii) sy besigheidsadres, maar nie 'n posbusnommer nie;
- (iii) die volledige titel of benaming waaronder sy besigheid bedryf word.

(b) Waar die werkgever 'n vennootskap of maatskappy is, moet die inligting soos in paragraaf (a) vereis, aan die Sekretaris verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris.

(c) Every individual employer, partnership or company shall—

(i) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;

(ii) give notice, in writing, to the Council, within 14 days, of ceasing operations in the Building Industry.

15. WAGE GUARANTEE

(1) Every employer in the Industry shall, within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of his entering the Industry, lodge with the council a guarantee, acceptable to Council of R1 000.

(2) The Secretary shall return the guarantee to the employer concerned, after being notified in terms of clause 14 (1) (c) (ii) of the termination of building operations.

(3) The Secretary shall maintain a register of all employers referred to in subclause (1).

16. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provisions of section 57 (1) of the Act, prescribing that every employer shall at all times keep, in respect of all persons employed by him, records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation, and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) In addition to the particulars referred to in subclause (1), an employer shall maintain in writing in ink, or in typescript, in legible characters and on material of a durable nature, a record of the job for which the work is being done and the time worked daily by each employee.

(3) The records referred to in subclauses (1) and (2) shall be retained by the employer for a period of at least three years.

17. COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

(1) The Council shall furnish one copy of this Agreement and of any subsequent amendment or extension thereof to each employer free of charge.

(2) Every employer shall at all times keep a copy of the Agreement available on his premises and shall, when requested to do so by an employee, make it available to that employee.

18. NOTICE BOARD

(1) Every employer shall, wherever building operations are being carried out by him, display in a conspicuous place, accessible to the public, a notice-board of a size not less than 600 mm by 450 mm or a notice-board approved by the Council showing clearly in letters not less than 50 mm in height and on material of a durable nature—

(a) the name of such employer;

(b) the registered address of such employer;

(c) in the case of an employer who is a member of the employers' organisation, the fact that he is a member thereof.

(2) This clause shall apply only to jobs of seven working days' duration and over.

19. LABOUR-ONLY CONTRACTS

(1) *Registration of labour-only contractors.*—(a) No person shall operate as a labour-only contractor unless he is registered with the Council as an employer in accordance with the provisions of clause 14.

(2) *Undertaking of contracts and giving out of work on a labour-only basis by employers.*—An employer may undertake a labour-only contract and may give out work on a labour-only basis, and may base the contractor's remuneration on the quantity or acceptable output of work done.

(c) Elke individuele werkgever, vennootskap of maatskappy moet—

(i) die Raad binne 14 dae skriftelik in kennis stel van alle veranderings van titel, benaming, bestuur, vennote of adres van sodanige besigheid;

(ii) die Raad binne 14 dae skriftelik daarvan in kennis stel as hy sy bedrywighede in die Bounywerheid gestaak het.

15. LOONWAARBORG

(1) Elke werkgever in die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgever moet binne sewe dae nadat hy tot die Nywerheid toegetree het by die Raad 'n waarborg van R1 000 wat vir die Raad aanvaarbaar is, indien.

(2) Die Sekretaris moet die waarborg aan die betrokke werkgever terugbetaal na kennisgewing aan die Raad ingevolge klousule 14 (1) (c) (ii) dat bouwerkzaamhede gestaak is.

(3) Die Sekretaris moet 'n register hou van alle werkgevers in subklousule (1) bedoel.

16. AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD

(1) Artikel 57 (1) van die Wet wat voorskryf dat elke werkgever te alle tye ten opsigte van alle persone in sy diens aantekeninge moet hou van besoldiging wat betaal is, die tyd wat gewerk is en sodanige ander besonderhede as wat by regulasie voorgeskryf word en die bepalinge van alle regulasies wat ingevolge subartikel (2) van genoemde artikel gemaak is, word geag in hierdie Ooreenkoms ingelyf te wees.

(2) Benewens die besonderhede in subklousule (1) bedoel, moet 'n werkgever op materiaal van 'n duursame aard, leesbare aantekeninge, met ink geskryf of getik, hou van die taak waarvoor die werk gedoen word en die tyd wat daagliks deur elke werknemer gewerk word.

(3) Die aantekeninge in subklousules (1) en (2) bedoel, moet minstens drie jaar lank deur die werkgever gehou word.

17. KOPIE VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

(1) Die Raad moet een kopie van hierdie Ooreenkoms en van alle latere wysigings of verlenging daarvan kosteloos aan elke werkgever verskaf.

(2) Elke werkgever moet te alle tye 'n kopie van die Ooreenkoms op sy perseel beskikbaar hou en dit aan 'n werknemer beskikbaar stel wanneer dié werknemer daarom vra.

18. KENNISGEWINGBORD

(1) Elke werkgever moet, wanneer hy bouwerk verrig, 'n kennisgewingbord van minstens 600 mm by 450 mm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek wat vir die publiek toeganklik is, en ondergenoemde inligting in letters wat minstens 50 mm hoog is en op materiaal van duursame aard, moet op sodanige bord voorkom:

(a) Die naam van sodanige werkgever;

(b) die geregistreerde adres van sodanige werkgever;

(c) in die geval van 'n werkgever wat lid is van die werkgewersorganisasie, die feit dat hy lid daarvan is.

(2) Hierdie klousule is van toepassing slegs op werke wat sewe werkdag of langer duur.

19. SLEGS-ARBEID-KONTRAKTE

(1) *Registrasie van slegs-arbeid-kontraakteurs.*—(a) Niemand mag as 'n slegs-arbeid-kontraakteur optree nie tensy hy ooreenkomstig klousule 14 by die Raad as werknemer geregistreer is.

(2) *Die aangaan van kontrakte en uitbesteding van werk op 'n slegs-arbeid-grondslag deur werkgevers.*—'n Werkgever kan slegs-arbeid-kontrakte aangaan en hy kan werk op 'n slegs-arbeid-grondslag uitbestede,

en hy kan die kontrakteur se vergoeding baseer op die hoeveelheid of aanvaarbaarheid van die werk wat gelewer is.

D. HOURS OF WORK**20. MAXIMUM HOURS OF WORK**

(1) The ordinary hours of work of employees shall not exceed 45 per week from Monday to Friday inclusive or nine on any one day.

(2) No employer shall require or allow an employee to work and no employee shall work for longer than five hours without observing an uninterrupted interval of at least one hour.

(3) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 3 (9) or (10).

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside of the Industry, whether for remuneration or not, on the public holidays and during the annual leave period specified in this Agreement and outside the ordinary hours of work prescribed in subclause (1), save that such employee may perform work for himself only.

(5) The provisions of this clause shall not apply to watchmen.

21. OVERTIME

(1) An employer shall not require or allow an employee to work overtime except on emergency work or on essential services. Permission to work overtime on essential services shall first be obtained, in writing, by the employer from the Council. If the employee is required to perform emergency work, the employer shall report to the Council within 48 hours of the time such emergency has arisen.

(2) The ordinary hours of work plus overtime shall not exceed 56 hours per week.

22. SHIFTWORK

(1) Except on a Saturday and a Sunday an employer may engage employees to work two or three shifts during any period of 24 hours: Provided that no employee shall work more than one shift in any period of 24 hours except under the condition prescribed in clause 3 (9) or (10): Provided further that one of the shifts shall be worked within the time prescribed in clause 20 (1) for the class or classes of employees therein referred to.

(2) An employer, before employing employees to work any two or more shifts, shall notify the Council, in writing, of such intention and shall state the hours on which each shift shall be worked.

23. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Every employee shall be granted and shall take annual leave of 15 working days as laid down by the Council annually.

(2) No employer shall require an employee to perform and no employee shall perform any work in the Industry during the annual leave period without the permission of the Council first having been obtained, which permission shall not unreasonably be withheld.

(3) Notwithstanding the provisions of subclause (2), the Council may, on application by an employer, grant permission for the employer to work not more than two weeks during the leave period.

(4) Any day which may be declared a public holiday in terms of the Public Holidays Act shall be regarded as a paid holiday in the Industry.

E. REMUNERATION**24. MINIMUM WAGE RATES**

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

Category of employee	Cents per hour
(a) General worker	140
(b) Specified skills trainee	180
(c) Artisan	427
(d) Craftsman	510

D. WERKURE**20. MAKSIMUM WERKURE**

(1) Die gewone werkure van werknemers mag hoogstens 45 per week van Maandag tot en met Vrydag of nege op 'n bepaalde dag beloop.

(2) Geen werkweiger mag van 'n werknemer vereis of hom toelaat om langer as vyf uur sonder ononderbroke pouse van minstens één uur te werk nie, en geen werknemer mag aldus sonder sodanige pouse werk nie.

(3) 'n Werkgegewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie behalwe op die voorwaardes in klousule 3 (9) of (10) voorgeskryf.

(4) Geen werknemer mag, terwyl hy in diens van 'n werkgegewer is, werk wat in hierdie Ooreenkoms beskryf word, buite die Nywerheid aanvra, onderneem of verrig nie, hetsy vir besoldiging of nie, op die openbare vakansiedae en gedurende die jaarlikse verloftydperk in hierdie Ooreenkoms gemeld en buite die gewone werkure wat in subklousule (1) voorgeskryf word, behalwe dat sodanige werknemer werk vir homself alleen mag verrig.

(5) Hierdie klousule is nie op wagte van toepassing nie.

21. OORTYDWERK

(1) 'n Werkgegewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe aan noodwerk of op noodsaaklike dienste. Toestemming om oortydwerk op noodsaaklike dienste te verrig, moet vooraf skriftelik deur die werkgegewer van die Raad verkry word. Indien daar van 'n werknemer vereis word om noodwerk te verrig, moet die werkgegewer dit binne 48 uur vanaf die tyd waarop die noodtoestand ontstaan het, aan die Raad rapporteer.

(2) Die gewone werkure plus oortyd mag hoogstens 56 uur per week beloop.

22. SKOFWERK

(1) 'n Werkgegewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur, uitgesonderd op 'n Saterdag en Sondag, te werk: Met dien verstande dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie behalwe op die voorwaardes voorgeskryf in klousule 3 (9) of (10): Voorts met dien verstande dat een van die skofte gewerk moet word in die tyd wat in klousule 20 (1) voorgeskryf word vir die klas of klasse werknemers daarin bedoel.

(2) Voordat 'n werkgegewer werknemers in diens neem om twee of meer skofte te werk, moet hy die Raad skriftelik van sodanige voorname in kennis stel en meld wat die ure vir elke skof sal wees.

23. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Jaarlikse verlof van 15 werkdade, soos jaarliks deur die Raad bepaal, moet aan elke werknemer toegestaan en deur hom geneem word.

(2) Geen werkgegewer mag van 'n werknemer vereis om gedurende die jaarlikse verloftyd werk in die Nywerheid te verrig nie, en geen werknemer mag gedurende hierdie tyd werk verrig sonder dat die goedkeuring van die Raad vooraf verkry is nie. Sodanige toestemming mag egter nie sonder billike rede weerhou word nie.

(3) Ondanks die bepalinge van subklousule (2) kan die Raad op aansoek deur 'n werkgegewer toestemming verleen om gedurende die verloftyd hoogstens twee weke te mag werk.

(4) Enige dag wat as 'n openbare vakansiedag ingevolge die Wet op Openbare Feesdae verklaar word, moet as 'n betaalde vakansiedag in die Nywerheid beskou word.

E. BESOLDIGING**24. MINIMUM LOONSKALE**

(1) Behoudens die oorblywende bepalinge van hierdie klousule mag geen lone laer as dié hieronder deur 'n werkgegewer betaal en deur 'n werknemer aangeneem word nie:

Kategorie werknemer	Sent per uur
(a) Algemene werker	140
(b) Kwekeling (gespesifiseerde ambag)	180
(c) Ambagsman	427
(d) Vakman	510

25. PAYMENT FOR OVERTIME

(1) Any employee who is required or permitted to work any time in excess of the hours prescribed in clause 20 shall be paid—

(a) in respect of overtime up to one hour worked daily between Monday and Friday inclusive—

(i) in the case of apprentices: One and one tenth times their hourly wage;

(ii) in the case of other employees: Their hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 27 (4) (b).

(b) in respect of each hour or part of an hour worked in excess of one hour overtime daily between Monday and Friday inclusive: One and a quarter times the employee's hourly wage;

(c) in respect of each hour or part of an hour worked—

(i) on Saturday: One and a third times the employee's hourly wage;

(ii) on Sunday and until 07h30 on Monday: Double the employee's hourly wage;

(iii) on a public holiday prescribed in clause 23 (4) or during the annual leave period: One and a third times his hourly wage.

(2) The provisions of this clause shall not apply to watchmen: Provided that should a watchman be required to work on the seventh day of a week, he shall be paid double his hourly rate in respect of every hour or part of an hour worked on such seventh day.

26. PAYMENT FOR DANGEROUS WORK

(1) In addition to the wage prescribed in clause 24, an employee shall be paid not less than 10 per cent of such wage in respect of each hour or part of an hour during which he is engaged in performing dangerous work. For the purposes of this subclause, "dangerous work" means any work—

(a) classified as dangerous in any statute, provincial ordinance, municipal by-law or in any regulations relating to the Building Industry and operative in any area in which such work is performed;

(b) performed at a height of more than 9 m from ground level on or from a swinging scaffold, boatswain's chair, or on a roof or extension ladder, on a building or structure (other than a new building or structure in course of erection) in connection with the renovation, alteration, repair or maintenance of such building or structure;

(c) performed on an independent chimney or steel stack at a height of more than 9 m from ground level;

(d) performed in old sewers.

27. HOLIDAY PAY

(1) Payment in respect of public holidays which fall outside the holiday period shall be included in that week's pay at the respective employee's rate of pay as if he had worked on that day.

(2) Public holidays which fall on a Saturday or Sunday shall not be paid as a public holiday.

(3) *Absenteeism—public holidays.*—An employee who absents himself—

(a) without his employer's permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason not considered valid by the Council;

on the working day immediately before or after a paid public holiday referred to in clause 23 (4) shall not be entitled to payment for such day(s).

(d) Payment in respect of the holiday period and the public holidays which fall within that period shall be made in accordance with the provisions of subclause.

25. BETALING VIR OORTYDWERK

(1) 'n Werknemer van wie daar vereis word of wat toegelaat word om langer te werk as die ure wat in klousule 20 voorgeskryf word, moet soos volg besoldig word:

(a) Ten opsigte van oortyd wat tot 'n uur duur en daaglik tussen Maandag tot en met Vrydag gewerk word—

(i) in die geval van vakleerlinge: Een en 'n tiende maal hul uurloon;

(ii) in die geval van ander werknemers: Hul uurloon plus die Vakansiefondsbetaling wat vir die betrokke klas werknemer in klousule 27 (4) (b) voorgeskryf word;

(b) ten opsigte van elke uur of gedeelte van 'n uur daaglik tussen Maandag tot en met Vrydag gewerk wat langer is as een uur oortydwerk: Een en 'n kwart maal die werknemer se uurloon;

(c) ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) op Saterdag: Een en 'n derde maal die werknemer se uurloon;

(ii) op Sondag en tot 07h30 op Maandag: Dubbel die werknemer se uurloon;

(iii) op 'n openbare vakansiedag wat in klousule 23 (4) voorgeskryf word of gedurende die jaarlikse verloftydperk: Een en 'n derde maal sy uurloon.

(2) Hierdie klousule is nie op wagte van toepassing nie: Met dien verstande dat indien daar van 'n wag vereis word om op die sewende dag van 'n week te werk, hy dubbel sy uurloon betaal moet word vir elke uur of gedeelte van 'n uur wat hy op sodanige sewende dag gewerk het.

26. BETALING VIR GEVAARLIKE WERK

(1) Benewens die loon in klousule 24 voorgeskryf, moet 'n werknemer minstens 10 persent van sodanige loon betaal word ten opsigte van elke uur of gedeelte van 'n uur wat hy gevaarlike werk verrig. Vir die toepassing van hierdie subklousule beteken "gevaarlike werk"—

(a) wat as gevaarlik geklassifiseer word in 'n wet, provinsiale ordonnansie, munisipale verordening of in 'n regulasie betreffende die Bounywerheid wat van krag is in 'n gebied waarin sodanige werk verrig word;

(b) wat op 'n hoogte van meer as 9 m van die grond af op of vanaf 'n hangsteier of bootsmanstoel of op 'n dak of 'n skuifloor, aan 'n gebou of bouwerk (uitgesonderd 'n nuwe gebou of bouwerk wat nog opgerig word) uitgevoer word in verband met die opknapping, verbouing, herstel of onderhoud van sodanige gebou of bouwerk;

(c) wat aan 'n vrystaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 9 m van die grond af;

(d) wat in ou riole verrig word.

27. VAKANSIEBESOLDIGING

(1) Betaling ten opsigte van die openbare vakansiedae wat buite die vakansietydperk val, moet in daardie week se besoldiging ingesluit word teen die betrokke werknemer se uurloon asof hy daardie dag gewerk het.

(2) Openbare vakansiedae wat op Saterdag of Sondag val, moet nie as 'n betaalde vakansiedag geag word nie.

(3) *Absenteïsme—openbare vakansiedae.*—'n Werknemer wat afwesig is van sy werk—

(a) sonder sy werkgever se toestemming; en/of

(b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of

(c) om 'n ander rede wat nie deur die Raad as geldig beskou word nie;

op die werkdag onmiddellik voor of na 'n betaalde openbare vakansiedag in klousule 23 (4) bedoel, is nie op betaling vir sodanige dag/dae geregtig nie.

(d) Betaling ten opsigte van die vakansietydperk en die openbare vakansiedae wat daarin val, moet ooreenkomstig subklousule (4) geskied.

(4) An employer shall—

(a) in respect of the holiday period, pay to each apprentice in his employ on the last pay-day prior to the commencement of the holiday period, three weeks remuneration and in respect of each of the public holidays specified in clause 23 (4), not less than one day's remuneration: Provided that in the case of apprentices whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay such apprentices an amount of not less than one fourth of the weekly wage in respect of each completed month of employment during the year preceding such holiday period;

(b) pay weekly to employees of the undermentioned classes, the amounts as set out hereunder in respect of not more than 45 hours per week, irrespective of whether such time was worked at ordinary or overtime rates:

Category of employee	Per hour
	c
(i) General workers	11
(ii) Specified skills trainee	14
(iii) Artisans	33
(iv) Craftsmen	40

(c) on each pay-day deduct the following amounts from the remuneration due to his employees of the undermentioned classes who have worked for him for not less than three full days during that week: Provided that where an employee has worked for two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed for not less than three full days:

Category of employee	Per week
	R
(i) General workers	5,12
(ii) Specified skills trainee	6,32
(iii) Artisans	15,03
(iv) Craftsmen	18,13

The amounts deducted in terms of this paragraph shall be paid weekly to the Council.

(5) The amounts which are to be paid to the Council in terms of subclause (4) may, at the request of the employee, be increased. An employer shall have the right to deduct such voluntary savings, which shall be in denominations of R1, from the employee's remuneration.

28. PAYMENT OF REMUNERATION

(1) Except where otherwise provided in this Agreement, or unless otherwise authorised by the Council, in writing, all remuneration due to an employee in respect of any one pay-week shall be paid in cash weekly not later than the normal finishing time on Friday or on termination of employment; if this takes place before the ordinary pay-day of the employee: Provided that—

(i) payment may be made on a day prior to Friday if agreed to by the employer and the employee and notification, in writing, of such alteration is forwarded to the Council by the employer;

(ii) when Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding such holiday.

(2) Every employer shall pay at the site of employment the wages, remuneration for overtime, allowances and all other remuneration payable to employees in sealed envelopes, endorsed with the name and address of the employer the name of the employee and the date on which the week ended, together with a statement either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, and the net remuneration contained in the envelope. Such envelope, together with any statement enclosed in the envelope, shall remain the property of the employee.

(3) *Fines and deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, other than the following:

(a) Deductions referred to in clauses 27 (4) (c), 34 (1), 36 (2), 37, 38 (1) (b), 42 (1) and 43 (1);

(b) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(c) any deduction at the request of the employee.

(4) 'n Werkgever moet—

(a) ten opsigte van die vakansietydperk aan elke vakleerling in sy diens op die laaste betaaldag vóór die aanvang van die vakansietydperk, drie weke se besoldiging betaal en ten opsigte van elkeen van die openbare vakansiedae in klousule 23 (4) vermeld, minstens één dag se besoldiging: Met dien verstande dat, in die geval van vakleerlinge wie se dienskontrak beëindig word vóór die laaste betaaldag vóór die aanvang van die vakansietydperk, die werkgever aan sodanige vakleerlinge 'n bedrag moet betaal van minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige vakansietydperk voorafgaan;

(b) weekliks aan ondergenoemde klasse werknemers die bedrae hieronder gemeld, betaal ten opsigte van hoogstens 45 uur per week, ongeag of sodanige tyd teen gewone of oortydтарыewe gewerk is:

Kategorie werknemer	Per uur
	c
(i) Algemene werkers	11
(ii) Kwekeling (gespesifiseerde ambag)	14
(iii) Ambagsmanne	33
(iv) Vakmanne	40

(c) op elke betaaldag die volgende bedrae aftrek van die besoldiging verskuldig aan sy werknemers van ondergenoemde klasse wat gedurende daardie week minstens drie volle dae vir hom gewerk het: Met dien verstande dat indien 'n werknemer gedurende dieselfde week vir twee of meer werkgevers gewerk het, die aftrekking vir daardie week gedoen moet word deur die werkgever by wie hy die eerste vir minstens drie volle dae in diens was:

Kategorie werknemer	Per week
	R
(i) Algemene werkers	5,12
(ii) Kwekeling (gespesifiseerde ambag)	6,32
(iii) Ambagsmanne	15,03
(iv) Vakmanne	18,13

Die bedrae wat ooreenkomstig hierdie paragraaf afgetrek word, moet weekliks aan die Raad betaal word.

(5) Die bedrae wat ingevolge subklousule (4) aan die Raad betaal moet word, kan, op versoek van die werknemer, verhoog word. 'n Werkgever het die reg om sodanige vrywillige aftrekkings van spaargeld, wat in hoeveelhede van R1 met wees, van die werknemer se besoldiging af te trek.

28. BETALING VAN BESOLDIGING

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, of tensy skriftelik anders daartoe deur die Raad gemagtig, moet alle besoldiging wat ten opsigte van 'n betaalweek aan 'n werknemer verskuldig is, weekliks in kontant betaal word en wel voor of op die gewone sluitingstyd op Vrydag of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind: Met dien verstande dat—

(i) besoldiging op 'n dag voor Vrydag betaal kan word in dien die werkgever en die werknemer daartoe ooreengekom het en die werkgever die Raad skriftelik in kennis gestel het van sodanige verandering;

(ii) wanneer Vrydag 'n vakansiedag in die Bounywerheid is, betaling moet geskied op die Donderdag voor sodanige vakansiedag.

(2) Elke werkgever moet by die werkterrein die lone, besoldiging vir oortyd, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, betaal in 'n verseelde kovert waarop die naam en adres van die werkgever, die naam van die werknemer en die datum waarop die week geëindig het, gemeld word, en voorts moet daar op die voorkant van die kovert of op 'n afsonderlike staat daarin ingesluit, breedvoerig gemeld word hoe die bruto besoldiging bereken is, water bedrae daarvan afgetrek is en wat die netto besoldiging is wat die kovert bevat. Sodanige kovert en ook die staat daarin ingesluit, bly die eiendom van die werknemer.

(3) *Boetes en aftrekkings.*—'n Werkgever mag sy werknemer geen boetes op of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Die bedrae in klousules 27 (4) (c), 34 (1), 36 (2), 37, 38 (1) (b), 42 (1) en 43 (1) bedoel;

(b) die bedrag wat 'n werkgever regtens of ingevolge of kragtens 'n bevel van 'n bevoegde hof moet of mag maak;

(c) bedrae deur die werkgever aangevra.

F. SITE ARRANGEMENTS AND AMENITIES**29. WET WEATHER SHELTER**

At any site where building operations are being carried on, an employer shall, wherever possible, provide suitable accommodation in which employees may take shelter during wet weather.

30. STORAGE AND PROVISION FOR TOOLS

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing. For the purposes of this subclause, "jobbing" means a job of not more than three working days' duration.

(2) Employers shall supply grindstones for sharpening tools. Where grindstone are provided on the job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(3) Employers shall provide in the case of—

(a) carpenters: All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 30 cm long, and all hammers over 1 800 g and all saws for cutting corrugated asbestos and other materials of similar hardness;

(b) masons and stonecutters:

(i) Tools for working granite or hard stone and claws;

(ii) a suitable shed for stonecutters, the roof of which must not be less than 3 m high. This rule shall not apply to small jobs on building sites;

(iii) an employee to sharpen tools;

(c) painters and paperhangers: All tools except putty knives, dusters and paperhanger's brushes and scissors;

(d) plasterers: Daghaboards and stands of suitable height, rollers, straight edges and special granolithic tools;

(e) plumbers and gasfitters:

(i) Machines used in shop or on job;

(ii) stake and riveting bars and drills of all sizes;

(iii) screwing tackle, such as stocks, dies, taps and ratches;

(iv) pipe cutting tools and vices;

(v) special heavy caulking irons and pots (fire pots);

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 22½ cm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 5 cm in diameter;

(xi) rivet sets from No. 12 rivets and over the grooving tools;

(xii) sheet metal worker's mallets and heavy dressers;

(xiii) punches over 6 mm in diameter, hollow and solid;

(xiv) wrenches and tongs over 30 cm in length.

31. LATRINES

Proper sanitary accommodation in conformity with the local authority requirements shall be provided by employers on all jobs.

32. SAFETY PROVISIONS

Every employer and every employee shall comply with the provisions of the Machinery and Occupational Safety Act, 1983, and the regulations made thereunder.

G. FUNDS AND CONTROL THEREOF**33. ADMINISTRATION AND CONTROL OF FUNDS**

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

(a) the Funds' benefits and the qualifications attached thereto;

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

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

F. TERREINREËLINGS EN -GERIEWE**29. SKULING TEEN NAT WEER**

'n Werkgewer moet, waar moontlik, op alle terreine waar bouwerk aan die gang is, 'n geskikte onderdak verskaf waar werknemers skulping kan vind wanneer dit reën.

30. BERGING EN VERSKAFFING VAN GEREEDSKAP

(1) 'n Geskikte plek moet deur die werkgewer by alle werkplekke verskaf word om gereedskap in toe te sluit. Hierdie bepaling geld nie vir stukwerk nie. Vir die toepassing van hierdie subklousule beteken "stukwerk" werk wat nie langer as drie werkdae duur nie.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf. Waar slypstene by die werk verskaf word, moet daar aan timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om hul gereedskap voor hul diensbeëindiging in orde te bring.

(3) Werkgewers moet die volgende verskaf in die geval van—

(a) timmermans: Alle klemme, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore langer as 30 cm en alle hamers swaarder as 1 800 g en alle sae vir die saag van geriffelde asbes en ander materiaal wat net so hard is;

(b) klipmesselaars en klipkappers:

(i) Gereedskap vir die bewerking van graniet of harde klip, en kloue;

(ii) geskikte afdakke vir klipkappers, met 'n dak wat minstens 3 m hoog is. Hierdie bepaling is nie op klein werkies op bouterreine van toepassing nie;

(iii) 'n werknemer om alle gereedskap skerp te maak;

(c) verwers en plakkers: Alle gereedskap, uitgesonderd stopverf-messe, stoffers en plakkerskwaste en -skêre;

(d) pleistersaars: Daghaborde en steiers van 'n geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granolietwerk;

(e) loodgieters en gasaanleërs:

(i) Masjiene wat in die werkwinkel of by die werk gebruik word;

(ii) afsteekpenne en klinkstawe en bore van alle groottes;

(iii) draadsnygereedskap soos stokke en snymoere, snytappe en ratels;

(iv) pypsnijgereedskap en skroewe;

(v) spesiale swaar kalfaatysters en konkas (vuurkonkas);

(vi) metaalpotte en groot gietlepel;

(vii) beitels, ponse en muurpenne wat langer as 22½ cm is;

(viii) soldeerboutte en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels met 'n diameter van meer as 5 cm;

(xi) klinknaelstelle van grootte No. 12 en groter, en groefgereedskap;

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponse, hol en solied, met 'n diameter van meer as 6 mm;

(xiv) moersleutels en tange wat langer as 30 cm is.

31. LATRINES

Werkgewers moet op alle werkplekke behoorlike sanitêre geriewe ooreenkomstig die vereistes van die plaaslike owerheid verskaf.

32. VEILIGHEIDSBEPALINGS

Elke werkgewer en elke werknemer moet voldoen aan die Wet op Masjinerie en Beroepsveiligheid, 1983, en die regulasies wat daarkragens opgestel is.

G. FONDSE EN DIE BEHEER DAAROO**33. ADMINSTRASIE VAN EN BEHEER OOR FONDSE**

(1) Die Fondse moet geadministreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word en deur 'n Bestuurskomitee deur die Raad aangestel, en sodanige reëls mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms, die Wet of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:

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

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

(c) ander sake waarvoor die Raad besluit.

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

(3) The Council shall appoint a secretary who shall be known as the secretary of the Funds, and such other staff as may be necessary for the proper administration of the Funds.

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

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

(6) The members of the Management Committee, the secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the *bona fide* discharge of their duties.

(7) All expenses incurred in connection with the administration of the Funds shall be a charge against the Funds.

34. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct the following amounts from the wages of his employees, other than apprentices:

	Per week c
Employees for whom wages are prescribed in—	
(a) clause 24 (1) (a).....	2
(b) clause 24 (1) (b)	4
(c) clause 24 (1) (c) and (d).....	10

and to the amounts so deducted, the employer shall contribute an equal amount: Provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than three full days in any one week. The total amount shall be paid to the Council weekly or as approved by the Council.

(2) The Council may in its discretion include the amounts referred to in subclause (1) in any other stamp or voucher which it may from time to time decide to introduce.

35. BUILDING INDUSTRY HOLIDAY FUND, KIMBERLEY

(1) The amounts paid to the Council in terms of clause 27 (4) shall be retained by the Council on behalf of the employees concerned and shall be paid into a fund known as the "Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund"). The Council shall issue to the employers stamps for all amounts so paid.

(2) The employer shall in respect of the amount paid by him to the Council in terms of clause 27 (4) issue to each of the employees concerned on each pay-day stamps cancelled by him with his name and the date, to the value of such contributions and deductions, and each employee shall affix such stamps in a contribution book to be obtained from the Secretary and retained by him.

Application for a contribution book shall be made by the employer on a form to be obtained from the Council and completed by the employer, setting out the employee's full name, address and occupation and bearing the employer's signature.

(2) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek. Afskrifte van die Fondse se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

(3) Die Raad moet 'n sekretaris aanstel wat as die sekretaris van die Fondse bekend staan, en dié ander personeel wat nodig is vir die behoorlike administrasie van die Fondse.

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

(5) Geskille betreffende die uitleg, betekenis of bedoeling van enigen van die bepalings van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

(6) Die lede van die Bestuurskomitee, die sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die *bona fide*-uitvoering van hul pligte.

(7) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse kom ten laste van die Fondse.

34. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer ondergemelde bedrae aftrek van die lone van sy werknemers, uitgesonderd van dié van vakleerlinge:

	Per week c
Werknemers vir wie lone voorgeskryf word in—	
(a) klousule 24 (1) (a).....	2
(b) klousule 24 (1) (b)	4
(c) klousule 24 (1) (c) en (d)	10

en by die bedrae aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg: Met dien verstande dat hierdie klousule nie van toepassing is op 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir dieselfde werkgewer gewerk het nie. Die totale bedrag moet weekliks aan die Raad betaal word, of soos deur die Raad goedgekeur.

(2) Die Raad kan na goeëddunke die bedrae in subklousule (1) bedoel insluit in 'n ander seël of bewys wat hy van tyd tot tyd besluit om in gebruik te neem.

35. VAKANSIEFONDS VAN DIE BOUNYWERHEID, KIMBERLEY

(1) Die bedrae wat ingevolge klousule 27 (4) aan die Raad betaal word, moet deur die Raad gehou word ten behoeve van die betrokke werknemers en moet gestort word in 'n fonds wat bekend staan as die "Vakansiefonds van die Bounywerheid" (hierna die "Vakansiefonds" genoem). Die Raad moet aan die werkgewers seëls uitreik vir alle bedrae aldus betaal.

(2) Die werkgewer moet ten opsigte van die bedrag wat hy ingevolge klousule 27 (4) aan die Raad betaal, aan elkeen van die betrokke werknemers op elke betaaldag seëls ter waarde van sodanige bydraes en aftrekkings uitreik, en sodanige seëls moet deur hom gerojêer word met sy naam en die datum, en elke werknemer moet sodanige seëls inplak in 'n bydraeboek wat van die Sekretaris verkry en deur die betrokke werknemer bewaar moet word.

Die werkgewer moet by die Raad om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word en wat hy moet invul deur die werknemer se volle naam, adres en beroep in te skryf en sy handtekening daarop aan te bring.

(3) The stamps referred to in subclause (2) shall be obtained by the employer from the Council weekly, or as approved by the Council.

An application for refund of any unused stamps shall be made annually not later than six months from 15 December and any such amount not claimed within the said period of six months shall accrue to the general funds of the Council.

(4) Every employee shall deposit his contribution book with the Secretary annually when called upon in exchange for a receipt card and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the annual leave period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be made.

(5) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of subclause (2) unless such stamps are affixed in a contribution book deposited with the Council.

(6) No employee shall, before the date mentioned in subclause (4), be entitled to claim payment from the Council of the value of any stamps received by him. In the event of the death of an employee, the amount due to him from the Holiday Fund shall be paid into his estate on the contribution book being lodged with the Council.

(7) Any amounts held by the Council to the credit of the Holiday Fund shall be invested by the Council from time to time on fixed deposit or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for administration of the Holiday Fund.

No employer or employee shall have any claim in respect of such interest and neither shall they be responsible for any contribution towards the expenses of administering the Holiday Fund.

(8) The contribution books and stamps issued to employees are not transferable and cannot be ceded or pledged. Stamps acquired by any person otherwise than in terms of this Agreement may be confiscated by the Council for the benefit of the Council's general funds.

(9) A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the Holiday Fund at least once annually and not later than 31 December in each year prepare a statement showing—

(a) all moneys received—

(i) in terms of clause 27 (4);

(ii) from other sources, if any; and

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

True copies of the audited statement and balance sheet, certified by the auditor and countersigned by the Chairman of the Council, and of any report made by the auditor thereon, shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than three months after the close of the period covered by such statement, balance sheet and auditor's report be transmitted to the Director-General of Manower.

(10) (a) Should this Agreement expire by effluxion of time or be cancelled in terms of section 48 (5) of the Act and not within 12 months of such expiration or cancellation be declared effective for a further period or be superseded by a new agreement providing for the continuation of the Holiday Fund, the Holiday Fund shall be liquidated unless transferred by the Council to any other fund constituted for the same purpose as that for which the Holiday Fund was created.

(b) On liquidation of the Holiday Fund in terms of paragraph (a), the moneys remaining to the credit of the Holiday Fund after payment of all claims against it, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(3) Die seëls in subklousule (2) bedoel, moet weekliks deur die werkgewer van die Raad verkry word, of soos deur die Raad goedgekeur.

Daar moet jaarliks, en wel nie later nie as ses maande vanaf 15 Desember, aansoek om sodanige terugbetaling van sodanige ongebruikte seëls gedoen word, en alle bedrae wat nie binne genoemde tydperk van ses maande opgeëis word nie val aan die algemene fondse van die Raad toe.

(4) Elke werknemer moet jaarliks, wanneer hy daartoe aangesê word, sy bydraeboek by die Sekretaris inruil vir 'n kwitansiëkaart, en die Raad moet die bedrag vasstel wat aan die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat in sy bydraeboek geplak is, en die betrokke bedrag aan die werknemer betaal voor of op die dag voor die aanvang van die jaarlikse verloftydperk. Die bedrag moet betaal word per tjek ten gunste van die werknemer, en geen order of magtiging vir betaling aan 'n ander persoon mag uitgereik of verleen word nie.

(5) Die Raad is nie aanspreeklik vir betaling ten opsigte van seëls wat ooreenkomstig subklousule (2) aan werknemers uitgereik is, nie, tensy sodanige seëls geplak is in 'n bydraeboek wat by die Raad bewaar word.

(6) Geen werknemer is daarop geregtig om vóór die datum in subklousule (4) bedoel, betaling van die waarde van die seëls wat hy ontvang het, van die Raad te eis nie. In die geval van die dood van 'n werknemer, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy boedel betaal word wanneer sy bydraeboek by die Raad ingelewer word.

(7) Die Raad moet alle bedrae wat deur hom gehou word en waarmee die Vakansiefonds gekrediteer is, van tyd tot tyd by 'n bank of bouvereniging op vaste deposito of as onmiddellik opvraagbaar belê, en alle rente op sodanige beleggings is die uitsluitlike eiendom van die Raad en kom die Raad toe as vergoeding vir die administrasie van die Vakansiefonds.

Geen werkgewer of werknemer het enige aanspraak op sodanige rente nie, en nie een van hulle is aanspreeklik vir enige bydrae tot die uitgawes verbonde aan die administrasie van die Vakansiefonds nie.

(8) Die bydraeboeke en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie. Seëls wat 'n persoon op 'n ander manier verkry as ooreenkomstig hierdie Ooreenkoms kan deur die Raad gekonfiskeer word ten bate van die Raad se algemene fondse.

(9) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besoldiging deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekenings van die Vakansiefonds minstens een maal elke jaar, en wel voor of op 31 Desember elke jaar, ouditeer en 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

(i) ingevolge klousule 27 (4);

(ii) uit alle ander bronne (indien daar is); en

(b) die uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 31 Oktober, tesame met 'n balansstaat wat die bates en laste van die Vakansiefonds op daardie datum toon.

Juiste kopieë van die geouditeerde staat en die balansstaat, gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad, en van alle verslae daaroor deur die ouditeur, moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk wat deur sodanige staat, balansstaat en ouditeursverslag gedek word, aan die Direkteur-generaal van Mannekrag gestuur word.

(10) (a) Indien hierdie Ooreenkoms weens tydverloop verstryk of ingevolge artikel 48 (5) van die Wet ingetrek word en nie binne 12 maande vanaf sodanige verstryking of intrekking vir 'n verdere tydperk geldig verklaar word nie of as dit vervang word deur 'n nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Vakansiefonds, moet die Vakansiefonds gelikwideer word tensy die Raad dit oordra na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die Vakansiefonds in die lewe geroep is.

(b) By likwidasië van die Vakansiefonds ingevolge paragraaf (a) moet die geld wat na betaling van alle eise teen die Vakansiefonds, met inbegrip van administrasie- en likwidasiëkoste, in die krediet van die Vakansiefonds staan, in die algemene fondse van die Raad gestort word.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Industrial Registrar may appoint a committee consisting of an equal number of employers and employees in the Industry to administer the Holiday Fund, and such Committee shall possess the powers of the Council for the purpose of the Holiday Fund. Should the Committee be unable or unwilling to discharge its duties or should a deadlock arise thereon which renders the administration of the Holiday Fund by the Committee impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee or trustees shall possess all the powers of the Committee for the purpose. On the expiration of the Agreement, the Holiday Fund shall be liquidated by the Committee functioning in terms of this paragraph, or by the trustee or trustees, as the case may be, in the manner set forth in paragraph (b) of this subclause: Provided that if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the unexpended moneys of the Holiday Fund, after all claims against it, including administration and liquidation expenses, have been met, shall be disposed of in accordance with the provisions of section 34 (4) of the Act as though they formed part of the Council's general funds.

(11) *Unclaimed leave pay.*—Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, the leave pay due to such employee shall become forfeit and shall accrue to the Council's general and/or benefit funds. The Council, however, shall consider all claims for payment lodged after the expiration of the said period and may in its discretion authorise payment thereof.

36. BENEFIT FUND FOR ARTISANS

The Benefit Fund for the Building Industry, Kimberley (hereinafter referred to as the "Benefit Fund"), established under Government Notice No. R. 2252 of 8 December 1972, is hereby continued.

(1) *Membership.*—Membership of the Benefit Fund shall be compulsory for all employees for whom wages are prescribed in clause 24 (c) and (d).

(2) *Contributions.*—(a) Every employer shall deduct from the wages of each of his employees to whom this clause applies an amount of R6,40 per week and to this amount add a like amount, thus making a total contribution of R12,80 per week.

(b) No contribution shall be made in respect of an employee who has worked for an employer for less than three full days in any one week.

(c) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three full days in that week.

(d) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.

(e) Every employee shall immediately affix such stamp in his contribution book, which shall be retained by him.

(f) Every employee shall immediately after the last pay-day in October each year hand his contribution book in to the Council, who shall issue a receipt therefor.

(g) No contribution book shall contain more than 49 stamps and should more be affixed therein the excess shall be confiscated by the Council and the value thereof applied to the general funds of the Council. Stamps are not transferable and cannot be ceded or pledged in any way whatsoever.

(h) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

(3) *Qualification for benefit.*—In order to qualify for benefits under the Benefit Fund, a member shall—

(a) for sickness or accident benefits—

(i) have made at least 16 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(ii) have been unable to pursue his occupation due to sickness or accident for at least three days;

(c) Ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms ontbind word of ophou om te funksioneer, kan die Nywerheidsregistrator 'n komitee aanstel wat uit ewe veel werkgevers en werknemers in die Nywerheid bestaan, om die Vakansiefonds te administreer, en sodanige Komitee het, vir die doel van die Vakansiefonds, die bevoegdhede van die Raad. Indien die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of indien hy te staan kom voor 'n dooie punt wat die administrasie van die Vakansiefonds deur die Komitee na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees het vir hierdie doel al die bevoegdhede van die Komitee. By verstryking van die Ooreenkoms moet die Komitee wat kragtens hierdie paragraaf funksioneer, of die trustee of trustees, na gelang van die geval, die Vakansiefonds likwideer op die manier soos voorgeskryf in paragraaf (b) van hierdie subklousule: Met dien verstande dat, indien die sake van die Raad by verstryking van die Ooreenkoms alreeds gelikwedeer en sy bates verdeel is, daar na betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en likwidasielaste, met die onbestede geld van die Vakansiefonds ooreenkomstig artikel 34 (4) van die Wet gehandel moet word asof sodanige geld deel van die Raad se algemene fondse uitmaak.

(11) *Onopgeëiste verlofbesoldiging.*—Indien 'n werknemer versuim om sy verlofbesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop die jaarlikse verlofperiode 'n aanvang neem, verbeur hy die verlofbesoldiging aan hom verskuldig en val dit aan die algemene en/of bystandsfondse van die Raad toe. Die Raad moet egter oorweging skenk aan alle eise om betaling wat aan hom voorgelê word na verstryking van genoemde tydperk en kan na goeddunke betaling daarvan magtig.

36. BYSTANDSFONDS VIR AMBAGSMANNE

Die Bystandsfonds vir die Bounywerheid, Kimberley (hierna die "Bystandsfonds" genoem) wat by Goewermentskennisgewing No. R. 2252 van 8 Desember 1972 ingestel is, word hierby voortgesit.

(1) *Lidmaatskap.*—Lidmaatskap van die Bystandsfonds is verpligtend vir alle werknemers vir wie lone in klousule 24 (c) en (d) voorgeskryf word.

(2) *Bydraes.*—(a) Elke werkgever moet R6,40 per week aftrek van die loon van elk van sy werknemers op wie hierdie klousule van toepassing is, en 'n gelyke bedrag by hierdie bedrag voeg, wat die totale bydrae op R12,80 per week te staan bring.

(b) Geen bydrae moet gedoen word namens 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir 'n werkgever gewerk het nie.

(c) Waar 'n werknemer vir twee of meer werkgevers in 'n bepaalde week gewerk het, moet die bydrae vir daardie week gedoen word deur die werkgever vir wie sodanige werknemer eerste minstens drie volle dae in daardie week gewerk het.

(d) Die bedrae in paragraaf (b) bedoel, moet voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is aan die Raad betaal word. In ruil vir hierdie bedrae ontvang 'n werkgever van die Raad 'n seël wat met die werkgever se naam en die datum gerojceer en aan die betrokke werknemer elke week in sy betaalboek uitgereik moet word.

(e) Elke werknemer moet sodanige seël onmiddellik in sy bydraeboek plak wat deur hom bewaar moet word.

(f) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet elke werknemer onmiddellik sy bydraeboek inhandig aan die Raad wat 'n kwitansie daarvoor moet uitreik.

(g) Geen bydraeboek mag meer as 49 seëls bevat nie, en ingeval daar meer as 49 seëls in is, moet die res deur die Raad gekonfiskeer word en die waarde daarvan in die algemene fondse van die Raad gestort word. Seëls is nie oordraagbaar nie en mag nie gesedeer of op watter wyse ook al verpand word nie.

(h) Die Raad kan na goeddunke die seël in hierdie klousule bedoel, kombineer met enige ander seëls wat hy van tyd tot tyd in gebruik neem.

(3) *Kwalifikasie vir bystand.*—Ten einde vir bystand ooreenkomstig die Bystandsfonds te kwalifiseer, moet 'n lid—

(a) vir siekte- of ongeluksbystand—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 16 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) nie in staat gewees het om sy ambag minstens drie dae weens siekte of 'n ongeluk uit te oefen nie;

(b) for loss of tools—

(i) have made at least 16 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising of which at least one must have been made during the last 12 months;

(ii) have lost them through fire whilst stored in a suitable lock-up;

(c) for medical benefit—

(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(ii) have completed the necessary application form reflecting details of all dependants;

(iii) have submitted the claim within three months of the claim arising; and

(iv) ensure that all necessary detailed medical accounts and/or chemist accounts supported by prescriptions accompany the claim form.

(d) for inclement weather—

(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(ii) have been unable to pursue his occupation due to inclement weather.

(4) *Benefits payable.*—The objects of the Benefit Fund shall be to compensate members for loss of earnings caused through sickness or accident, permanent disability and loss of tools and to provide medical benefits.

(a) *Sickness or accident.*—A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Benefit Fund at a rate of R20 per day for a maximum of 45 days per year: Provided that—

(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit will accrue from the beginning of the sick leave;

(ii) a member who has received benefits for 45 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Benefit Fund for at least 16 weeks subsequent to the receipt of the benefits;

(iii) no benefits are claimable under the Workmen's Compensation Act or the Unemployment Insurance Fund;

(iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence.

(b) *Permanent disability.*—(i) If after the benefits due to a member under paragraph (a) have been exhausted, a medical practitioner certifies that, in his opinion, the member is permanently incapable of working at his trade, such member may apply for permanent disability benefits.

(ii) The payment of benefits under this paragraph is subject to the discretion of the Management Committee.

(iii) Benefits shall not exceed R300 per annum and shall not be payable for more than three years in respect of any member.

(c) *Loss of tools through fire.*—If tools are lost or damaged through fire, members may claim up to a maximum of R150.

(d) *Medical.*—If a member and accepted dependants, incurs medical expenses he may claim benefits which shall not in any one calendar year exceed R1 000 per member subject to the discretion of the Management Committee:

Provided that benefits shall not be payable in respect of the following:

(i) Claims arising through the member's own misconduct or negligence;

(ii) claims arising which are compensable in terms of the Workmen's Compensation Act, 1941, or from any other source;

(iii) claims arising from any disease, abnormality or infirmity from which the member or his dependant was suffering at the date of commencement of membership;

(iv) holidays for recuperating purposes;

(b) vir die verlies van gereedskap—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 16 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) dit verloor het as gevolg van brand terwyl dit in 'n geskikte toesluitplek gebêre was;

(c) vir mediese bystand—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) die nodige aansoekvorm ingevul het wat besonderhede van alle afhanklikes weerspieël;

(iii) die eis ingedien het binne drie maande nadat dit ontstaan het; en

(iv) verseker dat al die nodige gespesifiseerde mediese en/of aptekersrekenings, gestaaf deur voorskrifte, die eisvorm vergeesel.

(d) vir gure weer—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) nie in staat gewees het om sy ambag weens gure weer uit te oefen nie.

(4) *Bystand betaalbaar.*—Die doel met die Bystandsfonds is om die lid te vergoed vir verlies van verdienste veroorsaak deur siekte of ongeluk, permanente ongeskiktheid en verlies van gereedskap en om mediese bystand te verskaf.

(a) *Siekte of ongeluk.*—'n Lid wat weens siekte of ongeluk van die werk afwesig is en wat nie deur sy werkgever vir sodanige tydperk van afwesigheid betaal word nie, is geregtig op betaling uit die Bystandsfonds teen R20 per dag vir 'n maksimum van 45 dae per jaar: Met dien verstande dat—

(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand op vanaf die aanvang van die siekteverlof;

(ii) 'n lid wat bystand vir 45 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie tensy bydraes namens hom vir minstens 16 weke tot die Fonds gedoen is na ontvangs van die bystand;

(iii) geen bystand kragtens die Ongevallewet of die Werkloosheidsversekeringsfonds opcisbaar is nie;

(iv) die siekte of ongeluk nie deur die lid se eie wangedrag of moedswillige nalatigheid veroorsaak is nie;

(b) *Permanente ongeskiktheid.*—(i) As die bystand wat kragtens paragraaf (a) aan 'n lid verskuldig was, uitgeput raak, en 'n mediese praktisyn sertifiseer dat die lid na sy mening permanent ongeskik is om sy ambag uit te oefen kan sodanige lid om permanente ongeskiktheidsbystand aansoek doen.

(ii) Die betaling van bystand ingevolge hierdie paragraaf is onderworpe aan die goeddunke van die Bestuurskomitee.

(iii) Die bystand moet hoogstens R300 per jaar beloop en is betaalbaar vir hoogstens drie jaar ten opsigte van elke lid.

(c) *Verlies van gereedskap weens brand.*—As gereedskap weens brand verlore raak of beskadig word, kan die lid tot 'n maksimum van R150 eis.

(d) *Medies.*—As 'n lid en aanvaarde afhanklikes mediese onkoste aangaan, kan hy in 'n kalenderjaar bystand eis van hoogstens R1 000 per lid, onderworpe aan die goeddunke van die Bestuurskomitee:

Met dien verstande dat bystand nie ten opsigte van die volgende betaalbaar is nie:

(i) Eise wat ontstaan deur die lid se eie wangedrag of nalatigheid;

(ii) eise wat ontstaan en waarvoor vergoeding kragtens die Ongevallewet, 1941, of uit 'n ander bron betaalbaar is;

(iii) eise wat ontstaan uit siekte, abnormaliteit of swakheid waaraan 'n lid of sy afhanklike gely het op die datum waarop lidmaatskap 'n aanvang geneem het;

(iv) vakansies met die doel om aan te sterf;

- (v) claims not medically essential, including plastic surgery or for cosmetic or similar reasons;
- (vi) supply of false teeth, artificial limbs or appliances;
- (vii) unprescribed or patent medicines;
- (viii) cost of specialists' services not referred by a general practitioner;
- (ix) claims arising through riot, strike, civil commotion or war;
- (x) travelling expenses; and
- (xi) 20 per cent of the cost of all medicines dispensed by chemists or doctors.

(e) *Inclement weather.*—If a member is unable to pursue his occupation due to inclement weather, he shall be entitled to payment at the minimum rate of pay for that specific category of employee: Provided that—

- (i) he has been present and available to work the ordinary hours as required by his employer;
- (ii) he has been suspended from work by his employer due to inclement weather;
- (iii) benefits shall not be payable for the first four hours of continuous suspension;
- (iv) the claim for payment is signed by the employer and furnished to the council within three months of the claim arising.

(5) *Administration of the Fund.*—(a) The Benefit Fund shall be administered by a Management Committee appointed by the Council which shall meet monthly or bi-monthly.

(b) The Management Committee shall consist of one member appointed by the employers' organisation and one member appointed by the trade union.

(c) The provisions of clause 35 (9) shall *mutatis mutandis* apply to the Benefit Fund.

(d) The administrative cost of running the Benefit Fund shall be borne by the Benefit Fund.

(e) If the Management Committee cannot reach a decision, the matter shall be referred to the Council whose decision shall be final.

(6) *General provisions.*—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Committee may require.

(b) If at any time the amount to the credit of the Benefit Fund drops below R500 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R2 500.

(c) A panel of approved doctors shall be appointed by the Council and no medical certificates will be acceptable unless issued by one of such panel of doctors.

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

(8) *Liquidation.*—(a) Upon the expiry of this Agreement or any extension thereof and no subsequent agreement being negotiated for the purpose of continuing the Benefit Fund within 12 months from the date of such expiry or the Benefit Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Benefit Fund was originally created, the Benefit Fund shall be liquidated by the Management Committee in office at the time, in terms of paragraph (c). The Benefit Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(b) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Benefit Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Management Committee being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Benefit Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Management Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

(v) eise wat medies nie noodsaaklik is nie, met inbegrip van plastiese chirurgie, of om skoonheids- of soortgelyke redes;

(vi) die verskaffing van kunstande, kunsledemate of kunstoestelle;

(vii) nie-voorgeskrewe of patentmedisyne;

(viii) die koste vir die dienste van spesialiste na wie die lid nie deur 'n algemene praktisyn verwys is nie;

(ix) eise wat ontstaan vanweë onluste, stakings, burgerlike oproer of oorlog;

(x) reistoelaes; en

(xi) 20 persent van die koste van alle medisyne deur aptekers of geneeshere gerespteer.

(e) *Gure weer.*—As 'n lid weens gure weer nie in staat is om sy ambag uit te oefen nie, is hy geregtig op besoldiging teen die minimum loonskaal vir daardie spesifieke kategorie werknemer: Met dien verstande dat—

(i) hy aanwesig en beskikbaar was om die gewone ure, soos deur sy werkgewer vereis, te werk;

(ii) sy diens deur sy werknemer weens gure weer opgeskort is;

(iii) geen bystand vir die eerste vier uur van die diensopskorting op elke dag betaal word nie;

(iv) die eis vir betaling deur die werkgewer onderteken is en binne drie maande nadat die eis ontstaan het by die Raad ingedien is.

(5) *Administrasie van die Fonds.*—(a) Die Bystandsfonds word geadminestreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat maandeliks of tweemaandeliks moet vergader.

(b) Die Bestuurskomitee bestaan uit een lid aangestel deur die werkgewersorganisasie en een lid aangestel deur die vakvereniging.

(c) Klousule 35 (9) is *mutatis mutandis* van toepassing op die Bystandsfonds.

(d) Die administrasiekoste verbonde aan die Bystandsfonds word deur die Bystandsfonds gedra.

(e) As die Bestuurskomitee nie tot 'n beslissing kan raak nie, moet die saak na die Raad verwys word wie se beslissing finaal is.

(6) *Alemene bepalings.*—(a) Geen betalings moet kragtens hierdie klousule gedoen word nie as die aansoeker versuim om die Bestuurskomitee te voorsien van alle toepaslike inligting wat die Komitee vereis.

(b) As die bedrag in die krediet van die Bystandsfonds te eniger tyd benede R500 daal, moet uitbetalings opgeskort word en nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds meer as R2 500 is.

(c) 'n Paneel van goedgekeurde geneeshere moet deur die Raad aangestel word en geen mediese sertifikaat is aanvaarbaar nie tensy dit deur een van sodanige paneel van geneeshere uitgereik word.

(7) *Vrywaring.*—Die lede van die Bestuurskomitee en die beampptes en werknemers van die Bystandsfonds is nie aanspreeklik vir skulde en verpligtings van die Bystandsfonds nie, en hulle word hierby deur die Bystandsfonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hul pligte.

(8) *Likwidasie.*—(a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk en daar binne 12 maande vanaf sodanige verstryking geen latere ooreenkoms beding word met die doel om die Bystandsfonds voort te sit nie, of indien die Bystandsfonds nie binne sodanige tydperk deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Bystandsfonds oorspronklik ingestel is nie, moet die Bystandsfonds kragtens paragraaf (c) gelikwideer word deur die Bestuurskomitee wat op daardie tydstip funksioneer. Gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo vermeld, moet die Bystandsfonds geadminestreer word deur die Bestuurskomitee wat op daardie tydstip funksioneer.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bystandsfonds steeds geadminestreer word deur die Bestuurskomitee wat op daardie tydstip funksioneer. Vakatures wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewers en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of as daar 'n dooie punt daarin ontstaan wat die administrasie van die Bystandsfonds na die mening van die Registrator onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuurskomitee uit te voer, en vir sodanige doel besit sodanige trustee of trustees al die bevoegdhede van die Komitee.

If upon the expiry of this Agreement there is no Council in existence, the Benefit Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, in accordance with the provisions of paragraph (c). If upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Benefit Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Benefit Fund in terms of paragraph (a) or (b), and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Benefit Fund shall be disposed of as follows:

(i) Two fifths to the employers' organisation represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such employers' organisation in proportion to the number of members in benefit belonging to such organisation as at the date of liquidation;

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

(iii) one fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

37. BENEFIT FUND FOR NON-ARTISANS

(1) The Benefit Fund for Non-Artisans in the Building Industry, Kimberley (in this clause referred to as the "Fund"), established under Government Notice R. 1974 of 1 November 1974, is hereby continued.

(2) *Membership.*—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 24 (1) (a) and (b).

(3) *Contributions.*—(a) The moneys of the Fund shall be acquired by means of a combined contribution by employers and employees.

(b) Every employer shall deduct from the wages of each of his employees referred to in subclause (2) an amount of 10c per week and to this amount add an amount of 60c per week, thus making a total of 70c per week.

(c) No contribution shall be made in respect of an employee who has worked for an employer for less than three full days in any one week.

(d) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three full days in that week.

(e) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.

(f) Every employee shall immediately affix such stamp in his contribution book which shall be retained by him.

(g) Every employee shall immediately after the last pay-day in October each year hand his contribution book in to the Council who shall issue a receipt therefor.

(h) No contribution book shall contain more than 49 stamps, and should more be affixed therein the excess shall be confiscated by the Council and the value thereof applied to the general funds of the Council. Stamps are not transferable and shall not be ceded or pledged in any way whatsoever.

(i) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

(4) *Qualification for benefit.*—A member shall not be entitled to any benefits under the Fund unless—

(a) he has made at least 12 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Bystandsfonds gelikwedeer word deur die Bestuurskomitee of die trustee of trustees, na gelang van die geval, ooreenkomstig paragraaf (c). As die sake van die Raad by verstryking van die Ooreenkoms reeds bereedder en sy bates verdeel is, moet die saldo van die Bystandsfonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(c) By die likwidasië van die Bystandsfonds kragtens paragraaf (a) of (b) en nadat alle krediteure, administrasie- en likwidasiëkoste betaal is, moet daar soos volg beskik word oor die geld wat in die krediet van die Bystandsfonds staan:

(i) Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of toe die Ooreenkoms verstryk het, naamlik op die vroegste datum, en dié geld moet onder sodanige werkgewersorganisasie verdeel word in verhouding tot die getal volwaardige lede wat aan sodanige organisasie op die datum van likwidasië behoort het;

(ii) twee vyfdes aan die vakvereniging wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of toe die Ooreenkoms verstryk het, naamlik op die vroegste datum, en dié geld moet onder sodanige vakvereniging verdeel word in verhouding tot die lidmaatskap van sodanige vakvereniging op die datum van likwidasië, en die uitdrukking "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was;

(iii) een vyfde aan die Registrateur wat daaroor kragtens artikel 34 (4) (c) van die Wet moet beskik.

37. BYSTANDSFONDS VIR NIE-AMBAGSMANNE

(1) Die Bystandsfonds vir Nie-Ambagsmanne in die Bounywerheid, Kimberley (in hierdie klousule die "Fonds" genoem) wat ingestel is by Goewermentskennisgewing R. 1974 van 1 November 1974, word hierby voortgesit.

(2) *Lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 24 (1) (a) en (b) voorgeskryf word.

(3) *Bydraes.*—(a) Die bates van die Fonds word verkry deur 'n gesamentlike bydrae deur werkgewers en werknemers.

(b) Elke werkgewer moet 10c per week aftrek van die loon van elk van sy werknemers in subklousule (2) bedoel, en by dié bedrag moet hy 'n bedrag van 60c per week voeg, wat die totale bydrae op 70c per week te staan bring.

(c) Geen bydrae moet gedoen word namens 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir 'n werkgewer gewerk het nie.

(d) Waar 'n werknemer vir twee of meer werkgewers in 'n bepaalde week gewerk het, moet die bydrae vir daardie week gedoen word deur die werkgewer vir wie sodanige werknemer eerste minstens drie volle dae in daardie week gewerk het.

(e) Die bedrae in paragraaf (b) bedoel, moet voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is aan die Raad betaal word. In ruil vir hierdie bedrae moet 'n werkgewer van die Raad 'n seël ontvang wat met die werkgewer se naam en die datum geroeier en elke week aan die betrokke werknemer in sy betaalboek uitgereik moet word.

(f) Elke werknemer moet sodanige seël onmiddellik in sy bydraeboek plak wat deur hom bewaar moet word.

(g) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet elke werknemer onmiddellik sy bydraeboek inhandig aan die Raad wat 'n kwitansie daarvoor moet uitreik.

(h) Geen bydraeboek mag meer as 49 seëls bevat nie, en ingeval daar meer as 49 seëls in is, moet die res deur die Raad gekonfiskeer word en die waarde daarvan in die algemene fondse van die Raad gestort word. Seëls is nie oordraagbaar nie en mag nie gesedeer of op watter wyse ook al verpand word nie.

(i) Die Raad kan na goeddunke die seël wat in hierdie klousule bedoel word, kombineer met ander seëls wat hy van tyd tot tyd in gebruik neem.

(4) *Kwalifikasie vir bystand.*—'n Lid is nie geregtig op bystand ingevolge die Fonds nie, tensy—

(a) hy gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 12 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(b) he has been unable to pursue his occupation due to sickness or accident for at least two days.

(c) he has been unable to pursue his occupation due to inclement weather.

(5) *Benefits payable.*—The object of the Fund shall be to provide the following benefits:

(a) *Sickness or accident.*—A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Fund at a rate of one day's pay per day for a maximum of 36 days per year: Provided that—

(i) no compensation is payable if the duration of absence from work is less than two days. If the duration of absence is more than two days then the benefit shall accrue from the beginning of the sick leave;

(ii) a member who has received benefits for 36 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 12 weeks subsequent to the receipt of the benefits;

(iii) no benefits are claimable under the Workmen's Compensation Act;

(iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence;

(b) *Permanent disability.*—(i) If after the benefits due to a member under paragraph (a) have been exhausted, a medical practitioner certifies that, in his opinion, the member is permanently debarred from working in the Industry, such member may apply for permanent disability benefits.

(ii) The payment of benefits under this paragraph is subject to the discretion of the Management Committee.

(iii) The scale of benefits shall be based on the member's potential earning capacity, if any, outside the Industry and on years of employment in the Industry, but shall not exceed R100 per annum and shall not be payable for more than three years in respect of any member.

(c) *Service gratuity.*—A member shall be entitled to a gratuity amounting to R500: Provided that he has—

(i) earned at least 16 stamps in the 20 months immediately before the date of his death, of which at least one stamp must have been earned in the 12 months immediately before his death; and

(ii) attained the age of 60 years; and

(iii) worked in the Industry for at least five years.

(d) *Death benefit.*—The Fund shall provide a group life cover of R1 250 per member with an insurance company, and upon proof of the death of the member pay this amount to a beneficiary nominated by the Management Committee:

Provided that the member—

(i) has earned at least 16 stamps in the 20 months immediately before the date of his death, of which at least one stamp must have been earned in the 12 months immediately before his death; and

(ii) was under 55 years of age as at 11 October 1976.

(e) *Inclement weather.*—If a member is unable to pursue his occupation due to inclement weather, he shall be entitled to payment at the minimum rate of pay for that specific category of employee: Provided that—

(i) he has been present and available to work the ordinary hours as required by his employer;

(ii) he has been suspended from work by his employer due to inclement weather;

(iii) benefits shall not be payable for the first four hours of continuous suspension;

(iv) the claim for payment is signed by the employer and furnished to the Council within three months of the claim arising.

(6) *Administration of the Fund.*—(a) The Fund shall be administered by a Management Committee appointed by the Council which shall meet monthly or bi-monthly.

(b) The Management Committee shall consist of one member appointed by the employers' organisation and one member appointed by the trade union.

(c) The provisions of clause 35 (9) of the Agreement shall *mutatis mutandis* apply to the Fund.

(d) The administrative cost of running the Fund shall be borne by the Fund.

(e) If the Management Committee cannot reach a decision, the matter shall be referred to the Council whose decision shall be final.

(b) hy nie in staat was om by beroep minstens twee dae weens siekte of ongeluk uit te oefen nie.

(c) hy weens gure weer nie in staat was om sy beroep uit te oefen nie.

(5) *Bystand betaalbaar.*—'n Lid wat weens siekte of ongeluk van die werk afwesig is en wat nie deur sy werkgever vir sodanige tydperk van afwesigheid betaal word nie, is geregtig op betaling uit die Fonds teen een dag se loon per dag vir 'n maksimum van 36 dae per jaar: Met dien verstande dat—

(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as twee dae geduur het. As die afwesigheid langer as twee dae geduur het, loop dié bystand op vanaf die aanvang van die siekteverlof;

(ii) 'n lid wat bystand vir 36 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie tensy bydraes namens hom vir minstens 12 weke tot die Fonds gedoen is na ontvangs van die bystand;

(iii) geen bystand kragtens die Ongevalwet opeisbaar is nie;

(iv) die siekte of ongeluk nie deur die lid se eie wangedrag of moedswillige nalatigheid veroorsaak is nie.

(b) *Permanente ongeskiktheid.*—(i) As die bystand wat kragtens paragraaf (a) aan 'n lid verskuldig was, uitgeput raak, en 'n mediese praktisyn sertifiseer dat die lid na sy mening permanent nie daartoe in staat sal wees om in die Nywerheid te werk nie, kan sodanige lid om permanente ongeskiktheidsbystand aansoek doen.

(ii) Die betaling van bystand ingevolge hierdie paragraaf is onderworpe aan die goeddunke van die Bestuurskomitee.

(iii) Die bystandskaal moet gebaseer word op die lid se potensiele verdienvermoë, as hy dit het, buite die Nywerheid en op jare diens in die Nywerheid, maar moet hoogstens R100 per jaar bedra en is betaalbaar vir hoogstens drie jaar ten opsigte van elke lid.

(c) *Diensgratifikasie.*—'n Lid is geregtig op 'n gratifikasie ten bedrae van R500: Met dien verstande dat hy—

(i) minstens 16 seëls in die 20 maande onmiddellik voor die datum van sy dood verdien het, waarvan minstens een seël in die 12 maande onmiddellik voor sy dood verdien moet gewees het; en

(ii) die ouderdom van 60 jaar bereik het; en

(iii) minstens vyf jaar in die Nywerheid werksaam was.

(d) *Sterftebystand.*—Die Fonds moet 'n groeplewensdekking van R1 250 per lid by 'n versekeringsmaatskappy uitneem en by bewys van die afsterwe van die lid moet hy hierdie bedrag betaal aan 'n bevoordeelde deur die Bestuurskomitee benoem:

Met dien verstande dat die lid—

(i) minstens 16 seëls in die 20 maande onmiddellik voor die datum van sy dood verdien het, waarvan minstens een seël in die 12 maande onmiddellik voor sy dood verdien moes gewees het; en

(ii) onder die ouderdom van 55 jaar was op 11 Oktober 1976.

(e) *Gure weer.*—As 'n lid weens gure weer nie in staat is om sy beroep uit te oefen nie, is hy geregtig op besoldiging teen die minimum loonskaal vir daardie spesifieke kategorie werknemer: Met dien verstande dat—

(i) hy aanwesig en beskikbaar was om die gewone ure, soos deur sy werkgever vereis, te werk;

(ii) sy diens deur sy werknemer weens gure weer opgeskort is;

(iii) geen bystand vir die eerste vier uur van die diensopskorting op elke dag betaal word nie;

(iv) die eis vir betaling deur die werkgever onderteken is en binne drie maande nadat die eis ontstaan het by die Raad ingedien is.

(6) *Administrasie van die Fonds.*—(a) Die Fonds word geadministreer deur 'n bestuurskomitee wat deur die Raad aangestel word en wat maandeliks of halfmaandeliks moet vergader.

(b) Die Bestuurskomitee bestaan uit een lid aangestel deur die werkgeversorganisasie en een lid aangestel deur die vakvereniging.

(c) Klousule 35 (9) van die Ooreenkoms is *mutatis mutandis* op die Fonds van toepassing.

(d) Die administrasiekoste verbonde aan die Fonds word deur die Fonds gedra.

(e) As die Bestuurskomitee nie tot 'n beslissing kan geraak nie, moet die saak na die Raad verwys word wie se beslissing finaal is.

(7) *General provisions.*—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Committee may require.

(b) If at any time the amount to the credit of the Fund drops below R500 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R2 500.

(c) A certificate from any registered doctor, the hospital or the employer shall be sufficient evidence of the illness of the member.

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

(9) *Liquidation.*—Upon the expiry of this Agreement or any extension thereof and no subsequent agreement being negotiated for the purpose of continuing the Fund within 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to other fund constituted for the same purpose as that for which the Fund was originally created, the Fund shall be liquidated by the Management Committee in office at the time, in terms of paragraph (c). The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(b) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Management Committee being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Management Committee, and such trustee or trustees shall possess all the powers of the Committee for such purpose.

If upon the expiry of this Agreement there is no Council in existence, the Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, in accordance with the provisions of paragraph (c). If upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Fund in terms of paragraph (a) or (b), and after all creditors, administration and liquidation expenses have been paid, the money standing to the credit of the Fund shall be disposed of as follows:

(i) Two fifths to the employers' organisation represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of members in benefit belonging to such organisation as at the date of liquidation;

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

(iii) one fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

38. PENSION FUND

(1) (a) Every employer shall, in respect of every employee of the undermentioned classes, pay weekly to the Council the amount set out hereunder.

Category of employee	Per week
	R
(i) General workers	6,30
(ii) Specified skills trainee	8,10
(iii) Artisans	18,15
(iv) Craftsmen	20,05

(7) *Algemene bepalinge.*—(a) Geen betalings word kragtens hierdie klousule gedoen as die aansoeker versuim om die Bestuurskomitee te voorsien van die toepaslike inligting wat die Komitee vereis nie.

(b) As die bedrag in die kredit van die Fonds te eniger tyd benede R500 daal, moet uitbetalings opgeskort word en nie hervat word voordat die bedrag in die kredit van die Fonds meer as R2 500 is nie.

(c) 'n Sertifikaat van 'n geregistreerde geneesheer, die hospitaal of die werkgever is voldoende bewys dat die lid siek was.

(8) *Vrywaring.*—Die lede van die Bestuurskomitee en die beampptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(9) *Likwidasie.*—(a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk en geen latere ooreenkoms binne 12 maande vanaf sodanige verstryking beding word met die doel om die Fonds voort te sit nie, of die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Fonds oorspronklik ingestel was nie, moet die Fonds kragtens paragraaf (c) gelikwideer word deur die Bestuurskomitee wat op daardie tyd stip funksioneer. Gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds hierbo bedoel, moet die Fonds geadminestreer word deur die Bestuurskomitee wat op daardie tyd stip funksioneer.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Bestuurskomitee wat op daardie tyd stip funksioneer. Alle vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewers en werknemers te verseker. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrasie onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuurskomitee uit te voer en vir sodanige doel besit sodanige trustee of trustees al die bevoegdhede van die Komitee.

Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds ooreenkomstig paragraaf (c) gelikwideer word deur die Bestuurskomitee of die trustee of trustees, na gelang van die geval. As die sake van die Raad by die verstryking van die Ooreenkoms reeds breder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(c) By die likwidasie van die Fonds ooreenkomstig paragraaf (a) of (b) en nadat alle krediteure, administrasie- en likwidasielaste betaal is, moet soos volg beskik word oor die geld wat in die kredit van die Fonds staan:

(i) Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of die Ooreenkoms verstryk het, naamlik op die vroegste datum, in verhouding tot die getal volwaardige lede wat aan sodanige organisasie op die datum van likwidasie behoort het;

(ii) twee vyfdes aan die vakvereniging wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of die Ooreenkoms verstryk het, naamlik op die vroegste datum, en dié geld moet onder sodanige vakvereniging verdeel word in verhouding tot die lidmaatskap van sodanige vakvereniging op die datum van likwidasie en die uitdrukking "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was;

(iii) een vyfde aan die Registrator wat daarvoor kragtens artikel 34 (4) (c) van die Wet moet beskik.

38. PENSIOENFONDS

(1) (a) Elke werkgewer moet namens elke werknemer van ondergenoemde kategorieë weekliks die bedrae, soos hieronder uitgesit, aan die Raad betaal:

Kategorie werknemer	Per week
	R
(i) Algemene werkers	6,30
(ii) Kwekeling (gespesifiseerde ambag)	8,10
(iii) Ambagsmanne	18,15
(iv) Vakmanne	20,05

(b) An employer shall be entitled, in respect of the contributions made by him in terms of paragraph (a), to deduct from the remuneration of the undermentioned classes the following amounts per week:

Category of employee	Per week
	R
(i) General workers	3,15
(ii) Specified skills trainee	4,05
(iii) Artisans	9,00
(iv) Craftsmen	10,00

Provided that—

(i) no contribution or deduction shall be made in respect of an employee who has worked for an employer for less than three full days in any one week;

(ii) where an employee is employed by two or more employers during the same week, the contribution and deduction for that week shall be made by the employer by whom he was first employed during that week for not less than three full days.

(2) (a) The amount paid by an employer in terms of subclause (1) shall be applied for a pension or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a), the Council shall be entitled to enter into an agreement/s or to continue an existing agreement/s with an insurance company.

Copies of all rules relating to such fund shall be lodged with the Director-General of Manpower with whom copies of all alterations or amendments thereto shall also be lodged from time to time.

39. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa)], hereinafter referred to as the "National Fund", hereby authorises for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall contribute to the National Fund in respect of each of his employees for whom wages are prescribed in this Agreement an amount of—

(a) 30c per week if he is a member of the Kimberley Master Builders' and Allied Trades Association, and

(b) 15c per week if he is not a member of the Kimberley Master Builders' and Allied Trades Association.

(3) No payment shall be made by an employer in respect of an employee who has worked less than three full days for him in any one week.

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

(5) All amounts payable in accordance with the provisions of subclause (2) shall be incorporated in a consolidated stamp issued by the Council.

(6) The Council shall every month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Director-General of Manpower.

For the purposes of this subclause, the term "constitution" shall include any amendments to the constitution adopted from time to time.

40. BUILDING INDUSTRIES TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (South Africa)], hereinafter referred to as the "Training Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(b) 'n Werkgewer is daarop geregtig om ten opsigte van die bydrae deur hom kragtens paragraaf (a) gedoen, die bedrae, soos hieronder uitgesit, van die besoldiging van ondergenoemde kategorieë werknemers weekliks af te trek:

Kategorie werknemer	Per week
	R
(i) Algemene werkers	3,15
(ii) Kwekeling (gespesifiseerde ambag)	4,05
(iii) Ambagsmanne	9,00
(iv) Vakmanne	10,00

Met dien verstande dat—

(i) geen bydrae of aftrekking gedoen mag word nie namens 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir 'n werkgewer gewerk het;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers gewerk het, die bydrae en aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy eerste gedurende daardie week minstens drie volle dae gewerk het.

(2) (a) Die bedrag deur 'n werkgewer kragtens subklousule (1) betaal, moet aangewend word vir 'n pensioen- of soortgelyke fonds vir 'n werknemer namens wie bydraes gedoen word.

(b) Ten einde die doelstellings van paragraaf (a) te verwesenlik, het die Raad die bevoegdheid om by 'n versekeringsmaatskappy 'n ooreenkoms of ooreenkomste aan te gaan of om 'n bestaande ooreenkoms of ooreenkomste voort te sit.

Eksemplare van alle reëls betreffende sodanige fonds moet voorgelê word aan die Direkteur-generaal van Mannekrag aan wie eksemplare van alle veranderings of wysigings daarvan ook van tyd tot tyd voorgelê moet word.

39. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad in kennis gestel is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat deur die Bou-Industrieë Federasie (Suid-Afrika) ingestel is], hierna die "Nasionale Fonds" genoem, verleen die Raad hierby magtiging, met die doel om die oogmerke gemeld in die konstitusie van genoemde Nasionale Fonds te verwesenlik, dat bydraes ingevorder word ooreenkomstig die prosedure hieronder omskryf.

(2) Elke werkgewer moet 'n bedrag van—

(a) 30c per week indien hy 'n lid is van die Kimberley Master Builders' and Allied Trades Association, en

(b) 15c per week indien hy nie 'n lid is nie van die Kimberley Master Builders' and Allied Trades Association;

tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie Lone in hierdie Ooreenkoms voorgeskryf word.

(3) Geen betaling moet deur 'n werkgewer gedoen word namens 'n werknemer wat minder as drie volle dae vir hom in 'n bepaalde week gewerk het nie.

(4) Waar 'n werkgewer gedurende dieselfde week by twee of meer werkgewers gewerk het, moet betaling vir daardie week gedoen word deur die werkgewer by wie hy eerste minstens drie volle dae gewerk het.

(5) Alle bedrae wat ooreenkomstig subklousule (2) betaalbaar is, moet ingelyf word in 'n gekonsolideerde seël wat deur die Raad uitgereik word.

(6) Die Raad moet elke maand aan genoemde Nasionale Fonds die totale bedrag betaal van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van twee en 'n half persent, wat aan die algemene fondse van die Raad toeval.

(7) Kopieë van die konstitusie en van die geouditeerde jaarrekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word.

Vir die toepassing van hierdie subklousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

40. OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad in kennis gestel is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [wat deur die Bou-Industrieë Federasie (Suid-Afrika) ingestel is], hierna die "Opleidingsfonds" genoem, magtig hy hierby, vir die doel om uitvoering te gee aan die oogmerke wat in die konstitusie van die Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Building Industry Training Fund in terms of clause 7 (3) of Government Notice No. R. 1886 of 31 August 1984.

(3) No payment shall be made by an employer in respect of an employee who works less than three full days for him in any one week.

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

(5) The Council shall each month pay over to the Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

41. COLLECTION OF TRADE UNION FEES

(1) An employer may, with the written consent of his employee who is a member of the trade union, deduct from the employee's wages the trade union subscriptions payable by him.

(2) All trade union subscriptions so deducted shall, not later than the seventh day of each month, be forwarded by the employer to the trade union, together with a statement showing for whom the amounts are intended.

42. SAVINGS SCHEME

(1) An employer may, with the written consent of his employee for whom wages are prescribed in clause 24 (c) and (d), deduct an amount of R2 per week from the wage of such employee who has worked for him for not less than three full days during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

(4) The Council may in its discretion include the amount referred to in subclause (1) in any stamp which it may from time to time introduce.

43. COMPUTER FEE

(1) In order to subscribe towards the cost to the Council of computerising the Holiday, Pension and Benefit Funds, employers shall deduct 2c per week from the wages of each employee for whom wages are prescribed in clause 24 (c) and (d).

(2) All fees deducted in terms of subclause (1) shall be paid to the Council not later than the Friday following the pay-week in respect of which the deductions were made.

44. SUBSCRIPTIONS.—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 6c per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three full days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three full days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall not later than the 15th day of each month forward to the Kimberley Master Builders' and Allied Trades Association the total amount of contributions received in terms of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(2) Elke werkgever moet die bedrag wat hy ingevolge klousule 7 (3) van Goewermentskennisgewing No. R. 1886 van 31 Augustus 1984 tot die Opleidingsfonds van die Bounywerheid moet bydra, aan die Sekretaris van die Raad betaal.

(3) 'n Werkgever moet geen bydrae betaal namens 'n werknemer wat minder as drie volle dae in 'n week in sy diens was nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgever by wie hy eerste gedurende daardie week minstens drie volle dae in diens was.

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van twee en 'n half persent, wat aan die algemene fondse van die Raad toeval, aan die Opleidingsfonds betaal.

41. INVORDERING VAN VAKVERENIGINGLEDGELD

(1) 'n Werkgever kan, met die skriftelike toestemming van sy werknemer wat lid van die vakvereniging is, die vakverenigingsledgeld wat deur die werknemer betaalbaar is van sy lone aftrek.

(2) Alle vakverenigingsledgeld aldus afgetrek, moet voor of op die sewende dag van elke maand deur die werkgever aan die vakvereniging gestuur word, tesame met 'n staat wat wys vir wie die bedrae bedoel is.

42. SPAARSKEMA

(1) 'n Werkgever kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 24 (c) en (d) voorgeskryf is, 'n bedrag van R2 per week aftrek van die loon van sodanige werknemer wat minstens drie volle dae gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklousule (1) afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word, min die bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging betaal moet word.

(4) Die Raad kan na goëddunke die bedrag in subklousule (1) bedoel, insluit in 'n seël wat hy van tyd tot tyd in gebruik neem.

43. REKENAARKOSTE

(1) Ten einde by te dra tot die koste van die Raad om die Vakansie-, Pensioen- en Bystandsfondse te rekenariseer, moet werkgevers 2c per week aftrek van die loon van elke werknemer vir wie 'n loon in klousule 24 (c) en (d) voorgeskryf word.

(2) Alle gelde kragtens subklousule (1) afgetrek, moet aan die Raad betaal word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die aftrekkings gedoen is.

44. LEDEGELD.—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Elke werkgever wat lid van die werkgeversorganisasie is, moet 'n bedrag van 6c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers.

(2) Geen betaling kragtens subklousule (1) moet gedoen word names 'n werknemer wat minder as drie volle dae by 'n werkgever van die werkgeversorganisasie in 'n bepaalde week gewerk het nie.

(3) Waar 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die werkgeversorganisasie gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgever wat eerste sodanige werknemer vir drie volle dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgever aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet voor of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van twee en 'n half persent, wat die algemene fondse van die Raad toekom, aan die Kimberley Master Builders' and Allied Trades Association stuur.

45. SUBSCRIPTIONS—BUILDING INDUSTRIES FEDERATION (SOUTH AFRICA)

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 15c per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three full days with a member employer in any one week.

(3) Where an employee has worked for two more members of the employers' organisation during any one week, the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three full days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall not later than the 15th day of each month forward to the Building Industries Federation (South Africa) the total amount of contributions received in terms of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

46. MILITARY SERVICE FUND (KIMBERLEY)

(1) There is hereby established a Military Service Fund (Kimberley) hereinafter referred to as the "Military Fund."

(2) The Military Fund shall consist of—

- (a) R10 000 transferred from forfeited Holiday Fund moneys;
- (b) any other moneys which may be transferred to the Military Fund from future forfeited Holiday Fund moneys; and
- (c) all interest derived from the investment of any moneys of the Military Fund.

(3) The Military Fund shall be administered by a Committee appointed by the Council and shall consist of at least one member nominated by the employer's organisation and at least one member nominated by the trade union.

(4) The Committee shall meet monthly, bi-monthly or as often as it deemed necessary.

(5) The object of the Military Fund is to give assistance to employees doing military service or training in pursuance of the Defence Act, 1957, and to that end the Military Fund shall—

- (a) grant financial assistance to such employees as determined by the Committee from time to time; and
- (b) issue stamps to such employees who would otherwise have been entitled thereto had they been working in the Industry within the area of the jurisdiction of the Council.

(6) In order to qualify for benefits under the Military Fund, an employee shall—

- (a) have earned a minimum of 16 stamps during the 12 months immediately prior to the date of his commencing military service; and
- (b) provide such documentary proof of his military service as the Committee may require.

(7) All expenses incurred in connection with the administration of the Military Fund shall be charged to it.

(8) The members of the Committee appointed in terms of subclause (3) shall not be liable for the debts and liabilities of the Military Fund and they are hereby indemnified by the Military Fund against all losses and expenses incurred by them in or about the bona fide discharge of their services.

(9) If at any time the amount standing to the credit of the Military Fund falls below R500, payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R2 500.

(10) Upon the expiring of this Agreement or the discontinuation of the Military Fund the moneys standing to its credit shall be transferred to such other fund or funds as the Council may decide, and should the Council fail to come to such decision for any reason whatsoever, such moneys shall accrue to the general funds of the Council.

Signed a Kimberley, on behalf of the parties, this 10th day of March 1989.

V. N. SMAILES,
Chairman.

A. R. HERMANUS,
Vice-Chairman.

R. A. EVANS,
Secretary.

45. LEDEGELD—BOU-INDUSTRIË FEDERASIE (SUID-AFRIKA)

(1) Elke werkgever wat lid van die werkgewersorganisasie is, moet 'n bedrag van 15c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers.

(2) Geen betaling ooreenkomstig subklousule (1) moet gedoen word namens 'n werknemer wat minder as drie volle dae by 'n werkgever wat lid van die werkgewersorganisasie is in 'n bepaalde week gewerk het nie.

(3) Waar 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die werkgewersorganisasie gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgever wat eerste sodanige werknemer vir drie volle dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgever aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet voor of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van twee en 'n half persent, wat die algemene fondse van die Raad toekom, aan die Bou-Industrië Federasie (Suid-Afrika) stuur.

46. MILITÊREDIENSFONDS (KIMBERLEY)

(1) Hierby word 'n Militêrediensfonds (Kimberley) ingestel, hierna die "Militêre Fonds" genoem.

(2) Die Militêre Fonds bestaan uit—

- (a) R10 000 oorgedra uit verbeurde Vakansiefondsgeld;
- (b) enige ander geld wat aan die Militêre Fonds oorgedra mag word uit Vakansiefondsgeld wat in die toekoms verbeur mag word; en
- (c) alle rente verkry uit die belegging van enige geld van die Militêre Fonds.

(3) Die Militêre Fonds word geadminestreer deur 'n Komitee wat deur die Raad aangestel word en bestaan uit minstens een lid deur die werkgewersorganisasie benoem en minstens een lid deur die vakvereniging benoem.

(4) Die Komitee moet maandeliks, halfmaandeliks of so dikwels as wat nodig geag word, vergader.

(5) Die oogmerk met die Militêre Fonds is om hulp te gee aan werknemers wat militêre diens verrig of militêre opleiding ondergaan ooreenkomstig die Verdedigingswet, 1957, en vir die doel moet die Militêre Fonds—

- (a) geldelike hulp verleen aan werknemers soos van tyd tot tyd deur die Komitee bepaal word; en
- (b) seëls uitreik aan werknemers wat andersins daarop geregtig sou gewees het as hulle in die Nywerheid binne die reggebied van die Raad gewerk het.

(6) Ten einde in aanmerking te kom vir bystand ooreenkomstig die Militêre Fonds, moet 'n werknemer—

- (a) minstens 16 seëls verdien het gedurende die 12 maande onmiddellik voor die aanvangsdatum van sy militêre diens; en
- (b) sodanige dokumentêre bewys van sy militêre diens voorlê as wat die Komitee vereis.

(7) Alle uitgawes aangegaan in verband met die administrasie van die Militêre Fonds kom ten laste van die Fonds.

(8) Die lede van die Komitee wat ingevolge subklousule (3) aangestel word, is nie aanspreeklik vir die skulde en laste van die Militêre Fonds nie en hulle word hierby deur die Militêre Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in verband met die bona fide-uitvoering van hul dienste.

(9) Indien die bedrag in die krediet van die Militêre Fonds te eniger tyd benede R500 daal, moet uitbetaling gestaak word en nie hervat word nie totdat die bedrag in die krediet van die Militêre Fonds op meer as R2 500 te staan kom.

(10) By verstryking van hierdie Ooreenkoms of by die staking van die Militêrediensfonds, moet die geld in die krediet van die Fonds oorgeplaas word na sodanige ander fonds of fondse as wat die Raad mag besluit, en indien die Raad om enige rede hoegenaamd versuim om sodanige besluit te neem, moet sodanige geld aan die algemene fondse van die Raad toeval.

Namens die partye op hede die 10de dag van Maart 1989 te Kimberley onderteken.

V. N. SMAILES,
Voorsitter.

A. R. HERMANUS,
Ondervoorsitter.

R. A. EVANS,
Sekretaris.

No. R. 2111

29 September 1989

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, NATAL.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 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 Amending Agreement.

E. VANDER M. LOUW,
Acting Minister of Manpower,

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, NATAL

AGREEMENT

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

Natal Furniture Manufacturers' Association

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

Natal Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Natal,

to amend the Main Agreement published under Government Notice No. R. 2620 of 30 November 1984, as amended and extended by Government Notices Nos. R. 1444 of 28 June 1985, R. 187 of 31 January 1986, R. 520 of 21 March 1986, R. 742 and R. 743 of 18 April 1986, R. 1523 and R. 1524 of 18 July 1986, R. 1204 of 24 June 1988 and R. 2333 and R. 2334 of 18 November 1988.

1. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry, Natal—

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

(b) in Area A, which consists of the Magisterial Districts of Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown and Mount Currie;

(c) in Area B, which consists of the Magisterial Districts of Greytown, Lions River, Port Shepstone, Richmond, Lower Tugela and Umzinto and the municipal areas of Estcourt, Ladysmith and Newcastle, subject to the provisions contained in Government Notice No. R. 789 of 25 April 1986.

No. R. 2111

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, NATAL.—WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

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

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag,

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, NATAL
OOREENKOMS

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

Natal Furniture Manufacturers' Association

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

Natal Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Natal,

om die Hofooreenkoms, gepubliseer by Goewermmentskennisgewing No. R. 2620 van 30 November 1984, soos gewysig en verleng deur Goewermmentskennisgewings Nos. R. 1444 van 28 Junie 1985, R. 187 van 31 Januarie 1986, R. 520 van 21 Maart 1986, R. 742 en R. 743 van 18 April 1986, R. 1523 en R. 1524 van 18 Julie 1986, R. 1204 van 24 Junie 1988 en R. 2333 en R. 2334 van 18 November 1988.

1. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid, Natal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werk-saam is;

(b) in Gebied A, wat bestaan uit die landdrosdistrikte Chatsworth, Durban, Inanda, Pietermaritzburg, Pinetown en Mount Currie;

(c) in Gebied B, wat bestaan uit die landdrosdistrikte Greytown, Lionsrivier, Port Shepstone, Richmond, Lower Tugela en Umzinto en die munisipale gebiede van Estcourt, Ladysmith en Newcastle, behoudens die bepalings vervat in Goewermmentskennisgewing No. R. 789 van 25 April 1986;

(d) in Area C, which consists of the remainder of the Province of Natal, subject to the provisions contained in Government Notice R. 789 of 25 April 1989.

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

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contracts entered into or any conditions fixed thereunder;

(c) not apply to professional, technical, administrative, sales and office personnel, provided such employees are in receipt of regular remuneration in excess of the sum of the maximum rate prescribed in Schedule A to this Agreement, plus R35,00;

(d) not apply to managers, submanagers, foreman and supervisory personnel if such employees are in receipt of regular remuneration of not less than R12 000 per annum or, where the employer of such personnel does not provide or maintain a registered pension or registered provident fund and a registered medical aid fund, R14 400 per annum. These limits shall be increased from year to year by the same percentage as the increases granted to employees earning the highest rate set out in Schedule A to this Agreement.

(3) Notwithstanding the provisions of subclauses (1) and (2), the provisions of this Agreement shall not apply to an employer who carries on not more than one business within the scope of application of this Agreement, who employs less than five employees at all times in or in connection with such business and who complies with the relative provisions of the Basic Conditions of Employment Act, 1983: Provided that working employers shall be regarded as employees for establishing the number of employees in such business: Provided further that where such an employer elects voluntarily to contribute to any of the funds administered by the Council, he shall be deemed to have five employees in his employ.

(d) in Gebied C, wat bestaan uit die restant van die provinsie Natal, behoudens die bepalings vervat in Goewermentskennisgewing R. 789 van 25 April 1986.

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

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

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of kontrakte aangegaan of voorwaardes vasgestel ingevolge genoemde Wet nie;

(c) nie van toepassing op professionele, tegniese, administratiewe, verkoops- en kantoorpersoneel nie, mits sodanige werknemers gereeld besoldiging ontvang wat meer is as die som van die maksimum loontarief in Bylae A van hierdie Ooreenkoms voorgeskryf, plus R35,00;

(d) nie van toepassing op bestuurders, onderbestuurders, voormanne en toesighoudende personeel nie as sodanige werknemers gereeld besoldiging van minstens R12 000 per jaar verdien, of R14 400 per jaar waar die werkgever van sulke personeel nie 'n geregistreerde pensioenfonds of 'n geregistreerde voorsorgfonds en 'n geregistreerde mediese hulpfonds verskaf of in stand hou nie. Hierdie perke moet van jaar tot jaar verhoog word met dieselfde persentasie as die verhogings wat toegeken word aan werknemers wat die hoogste loontarief verdien soos in Bylae A van hierdie Ooreenkoms uiteengesit.

(3) Ondanks subklousules (1) en (2) is hierdie Ooreenkoms nie van toepassing nie op 'n werkgever wat hoogstens een besigheid bedryf binne die toepassingsbestek van hierdie Ooreenkoms, wat minder as vyf werknemers te alle tye in diens het in of in verband met sodanige besigheid en wat die toepaslike bepalings van die Wet op Basiese Diensvoorwaardes, 1983, nakom: Met dien verstande dat werkende werkgevers as werknemers geag word vir die doel om die aantal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat waar sodanige werkgever verkies om vrywilliglik by te dra tot enige van die fondse wat deur die Raad geadmineistreer word, hy geag moet word vyf werknemers in diens te hê.

CLAUSE 37.—DRIVERS OF MOTOR VEHICLES

Substitute the following new clause 37B for the existing clause 37B:

"B.—REMUNERATION

(1) No employer shall pay and no employee shall accept wages lower than those prescribed hereunder:

	Area A Per week R
(a) Driver of a motor vehicle, other than steam-propelled, authorised to carry or haul a pay-load of—	
(i) up to and including 4 530 kg	128,10
(ii) over 4 530 kg and up to and including 6 350 kg	130,15
(iii) over 6 350 kg	138,39
(b) Driver of steam-propelled vehicle	138,39
(c) A casual employee driving a motor vehicle, other than steam-propelled	Daily rate=prescribed weekly wage, plus 10%, divided by 5.
(d) Casual employee driving a steam-propelled vehicle	Daily rate=prescribed weekly wage, plus 10%, divided by 5.
	Per week R
(e) Drivers of forklift trucks, tractors, scooters or passengers cars	118,43."

KLOUSULE 37.—DRYWERS VAN MOTORVOERTUIG

Vervang die huidige klousule 37B deur die volgende nuwe klousule 37B:

"B.—BESOLDIGING

(1) Geen lone wat laer is as dié wat hieronder voorgeskryf word, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	Gebied A Per week R
(a) Drywer van 'n motorvoertuig, uitgesonderd een wat deur stoom aangedryf word, wat gemagtig is om 'n loonvrag te dra of te trek van—	
(i) tot en met 4 530 kg	128,10
(ii) meer as 4 530 kg en tot en met 6 350 kg	130,15
(iii) meer as 6 350 kg	138,39
(b) Drywer van 'n stoomaangedrewe voertuig	138,39
(c) Los werknemer wat 'n motorvoertuig dryf, uitgesonderd een wat deur stoom aangedryf word	Per dag=voorgeskrewe weekloon, plus 10%, gedeel deur 5.
(d) Los werknemer wat 'n stoomaangedrewe voertuig dryf	Per dag=voorgeskrewe weekloon, plus 10%, gedeel deur 5.
	Per week R
(e) Drywers van vorkhefswaens, trekkers, bromponies of passasiersmotors	118,43."

Substitute the following new Schedule A for the existing Schedule A:

**“SCHEDULE A
WAGES**

	Area A Per week R
(I) (i) Furniture making, i.e. any operation or process in the manufacture and/or assembling of furniture, either in whole or in part, performed by hand, with hand tools or mechanical appliances, but which excludes the operations referred to in subclause (ii)	158,53
(ii) Sundry furniture making operations:	
(a) Bolting and tightening of nuts, fixing of handles by screws, bolts, nuts and screw bolts	
(b) Affixing fittings of rod sockets, striking plates, escutcheons, shelf studs, nut covers, ferrules or dome glides and inserting screw bolts into stumps or legs, affixing of any kind of glue block, attaching mirrors by means of adhesive tape	
(c) Making and/or pointing of wooden dowels and plugs by hand and/or machine	120,97
(d) Knocking in dowels and plugs by hand	
(e) Sanding by hand, regardless of whether the article sandpapered is stationary or rotating	
(f) Bending or laminating of solid timber by hand or mechanical process	
(g) Knocking in of sockets for casters	
(h) Filling of holes or cracks with wood filler or similar substance	
(i) Assisting in clamping or cramping: Provided that not more than one assistant is used by an employee in receipt of not less than the wage prescribed in subclause (i)	118,43
(II) Setting out, i.e. the preparation of a plan for the manufacture of furniture by means of a rod or other suitable material upon which are marked all or any of the dimensions of the article to be manufactured	
(III) Marking out, i.e. the marking or scribing of articles of furniture, either in whole or in part, to dimensions by means of ruler, measuring rod, straight edge, template, jig or any other device, for the purpose of machining, fitting or assembling	158,53
(IV) (i) Furniture machining, i.e. any operation or process performed by using any type or class of machine in the manufacture of furniture, either in whole or in part, but which excludes the operations referred to in subclause (ii)	
(ii) Sundry furniture machining operations:	
(a) Setting up and operating single drum sander, open disc sander, bobbin sander and wide belt sander	
(b) Boring holes, morticing, hinge recessing for the purpose of cutting recesses for locks and hinges and operating a dowel inserting machine	130,54
(c) Operating air-filled sander and portable sander	120,97
(d) Making and jointing sandpaper rolls or discs and belts for machine sanders	
(e) Repetitive marking by template or pattern	118,43
(V) (i) Furniture polishing, i.e. any operation or process by hand or mechanical appliance in the production of a polished and/or finished surface by means of shellac, paint, duco, lacquer, cellulose, varnish, enamel, stain, a paste which acts as an abrasive, and/or polisher, or both, or similar substances, and shall include the graining and matching of colours on all types of furniture, but which excludes the operations referred to in subclause (ii)	158,53
(ii) Sundry polishing operations:	
(a) Burnishing by machine	130,54
(b) Waxing	
(c) The painting and/or filling of edges of laminated board and/or plywood, to prepare a surface for polishing and/or lacquering and/or graining and/or matching of colours	
(d) The removal of doors and fittings prior to preparation for polishing	
(e) Filling in with plaster of paris or any other filling material	120,97
(f) Handsanding	
(g) Bleaching of furniture with acids or any other bleaching agent	
(h) Stripping	
(i) Staining, filling, oiling and/or reviving by hand	
(j) Spraying of metal	
(k) Straining of materials	
(l) Cleaning spray guns	
(m) Touching up at point of loading and/or unloading, excluding the use of spray apparatus	118,43
(VI) (i) Furniture upholstering, i.e. any operation or process in covering any type of furniture, either in whole or in part, irrespective of the materials used, and includes, <i>inter alia</i> , cutting of all covers and loose covers, stitching and/or joining by hand or mechanical appliance, webbing which includes the positioning of webbing and substitutes (other than wooden or metal laths and crossbars), filling, cane weaving, buttoning, tacking, stapling, studding and padding, attaching of units to frame, but which excludes the operations referred to in subclause (ii)	158,53
(ii) Seamster or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets or bolsters by hand or machine	127,42

	Area A Per week R
(iii) Learners employed in learning the class of work referred to in subclause (ii) (seamsters)—	
during the first six months of employment	116,44
during the second six months of employment	118,54
during the third six months of employment	120,64
during the fourth six months of employment	123,23
thereafter	127,42
(iv) Sundry furniture upholstery operations:	
(a) Positioning of wooden and metal laths and crossbars to frames	132,51
(b) Filling of cushions with spring interiors and/or spring units	137,98
(c) Cutting foam rubber or similar material by band saw	130,54
(d) Fixing of ready-made cane mats	
(e) Tufting or buttoning by hand or machine, where this is done in loose pieces in the pre-assembly stage, but shall exclude deep or diamond buttoning	142,50
(f) Securing, sewing or stapling interlaced pads to spring units, whether by hand or machine	132,51
(g) Laying out filling materials on a spring unit	127,42
(h) Spreading of adhesive on backs and cover material and joining of same	
(i) Loading, wheeling and operating a cloth spreading machine	120,97
(j) Teasing coir or other materials by machine	
(k) Filling of cushions with substances of materials, other than spring interiors and/or spring units, by machine	118,43
(l) Riemple work	
(m) Affixing helical springs and/or chains and/or zig-zag or no-sag springs to frames for upholstery	120,97
(n) The springing up of spring edges with zig-zag and/or no-sag type of spring to frames for upholstery, including the attachment of any component part, but excluding the tacking on and/or securing of hessian and/or sisal and/or substitutes for hessian or sisal	
(o) Cutting of platforms used for covering helical and/or no-sag springs	118,43
(p) Breaking up and/or cutting up by hand of bulks rolls of upholstery materials of all kinds from selfedge to selfedge	
(q) Cutting cardboard in upholstery sections by hand and/or machine	120,97
(r) Straight cutting of materials by hand or machine for bottoms or underseating over springs (linen and hessian)	
(s) Teasing coir or other materials by hand	158,53
(t) Unwinding filling materials in rope form	
(u) Banding upholsterer's beading	120,97
(v) Making buttons and tufts	
(w) Assisting upholsterer in holding cover material	158,53
(x) Cutting to shape and joining of foam rubber or latex by hand	
(y) Tacking on bottoms of upholstered articles	120,97
(z) (i) The tacking of hessian or lining onto seat platforms	
(ii) The tacking or stapling of cardboard to bare frames	158,53
For the purposes of this clause and clauses (XI) and (XIV), a spring unit means an independent assembly of springs so interconnected, associated or constructed as to provide a spring foundation and/or interior for use in an inner spring mattress, cushion seat or any other bedding and/or seating device.	
(VII) (i) Furniture carving and/or wood-carving, i.e. any operation or process, either in whole or in part, performed with hand tools or mechanical appliance, creating a shape, pattern, medallion or replica of any object, the purpose of which is to adorn and/or embellish any type of furniture, but which excludes the undermentioned sundry operation	158,53
(ii) Stippling and punching background to carving	120,97
(VIII) Furniture wood-turning, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of a shaped article or component part, used in connection with all type of furniture	158,53
(IX) (i) Furniture veneering, i.e. any operation or process performed by hand or mechanical appliance in the overlay of all types of furniture parts, either in whole or in part, with veneer, but which excludes the operations mentioned in subclause (ii)	158,53
(ii) Sundry veneering operations:	
(a) Positioning veneers by hand	118,43
(b) Tapeless jointing by machine	
(c) Operating presses of any kind	130,54
(d) Loading and unloading vacuum bags and presses of any kind	
(e) Washing off gum and tapes	130,54
(f) Stacking parts after pressing	
(g) Veneering of edges	130,54
(h) Veneering of edges by machine which also trims and sands the edges	
(i) Lipping of edges only by mechanical appliance	130,54
(X) (i) Learner journeyman employed in learning the classes of work referred to in clause (I) to (IX), other than the sundry operations referred to therein—	
during the first year of employment	128,27
during the second year of employment	136,77
during the third year of employment	149,03
Thereafter, the minimum prescribed wage.	
If a person who has been employed as a belt sander, machine sander or borer is promoted to a learner journeyman, his commencing wage shall be a minimum of	132,51

Area A
Per week
R

(XI) (i) Bedding making, i.e. the manufacturing by hand or mechanical appliance, either in whole or in part, of all types of mattress filled with coir, hairlock, flock, kapok, cotton, wadding, hair, fibre, wool, feathers, grass, chaff, straw, rubber or any other similar materials, or any combination of spring interior, all types of wire springs, chain and/or spiral springs, full spiral springs, mesh springs, helical springs, all types of springs and/or spring units, pillows, cushions, bolsters, overlays, quilts, the knocking and/or hooking on of spring mattress wires, spiral springs and helical springs to frames, and shall include:	
Weaving of spring mesh	
Stuffing filling into mattress cases	
Side stitching	
Tufting	132,51
Operating a border quilting machine	
Operating a top quilting machine	
Preparing frames and rollers for the top quilting machine	
Securing, sewing or stapling interlaced pads to spring units	
Securing quilted mattress border to spring units	
Laying out filling material upon a spring unit	
Securing mattress tops, whether quilted or not, in position for building a prebuilt interior or spring mattress	
Tape edging a spring interior mattress	
Roll edging, but which excludes the operations referred to in subclause (ii)	
Buttoning of headboards ancillary to mattress making	136,50
(ii) Sundry bedding operations:	
(1) Cutting tops, borders and cases	
(2) All sewing required in the manufacture of tops, borders, mattress cases, studio couch covers and component parts	
(3) Sewing mattress handles to border	127,42
(4) Joining border lengths	
(5) Closing up the mouth of a mattress	
(6) Closing pillows, cushions, bolsters	
(7) Bolting by hand of bed mattress frames	
(8) Preparing spools for a border quilting machine	
(9) Cutting quilted border in lengths	
(10) Punching holes in mattress borders	
(11) Fitting ventilators and handles to mattress borders	
(12) Feeding the interlacing machine	
(13) Cutting and making pads, irrespective of materials used	
(14) Positioning of laths and crossbars, or fixing webbing to mattress or bed frames	
(15) Staining mattress frames	
(16) Affixing lugs to mattress frames	
(17) Positioning and securing a mesh to a mesh frame	
(18) Hanging loops on needles in compression tufting	120,97
(19) Loading, wheeling and operating a clothspreading machine	
(20) Operating a teasing machine	
(21) Attending a loopmaking machine	
(22) Attaching loops to buttons or tufts	
(23) Fitting bed irons, domes, casters and sockets	
(24) Staining and/or varnishing frames by hand	
(25) Assembling, knocking or hooking on woven wire mesh and chain spring meshes to frames	
(26) Fixing bed irons	
(27) Attaching spring units to bed frames	
(28) Filling pillows, cushions and bolsters with materials other than spring interiors and/or spring units	
(29) Mass-measuring pillows, bolsters, cushions and quilts	118,43
(30) Stripping bedding	
(31) Cutting chain, hoop iron or any other similar materials	
(32) Teasing coir or any other materials by hand	
(33) The tacking on of cardboard or calico backs to upholstered headboards	120,97
(34) Glueing plastic mesh to foam	118,43
(iii) Learners employed in learning the class of work referred to in subclause (i) (bedding making) —	
during the first six months of employment	119,52
during the second six months of employment	122,30
during the third six months of employment	124,60
during the fourth six months of employment	126,89
thereafter	132,51
(XII) (i) Curtain-making, i.e. any operation or process performed by hand or mechanical appliance in the manufacture of curtains, either in whole or in part, and irrespective of the materials used, including hanging, fitting and fixing, but which excludes the operations mentioned in subclause (i)	
	158,53

Area A
Per week
R

(ii) Sundry operations:

(1) Seamsters or seamstresses engaged in slipstitching, sewing, and/or joining covers, flies, cushions, cords, pelmets, bolsters or curtains by hand or machine	127,42
(2) Cutting edge-to-edge, but excluding cutting for pattern matching	118,43
(3) Pressing and/or ironing curtaining	
(4) Handling materials	

(iii) Learners employed in learning the class of work referred to in subclause (ii) (1) (seamsters) —

during the first six months of employment	116,44
during the second six months of employment	118,54
during the third six months of employment	120,64
during the fourth six months of employment	123,23
thereafter	127,42

(iv) Learners employed in learning the classes of work referred to in subclause (i), other than the sundry operations referred to in subclause (ii) and learner seamsters referred to in subclause (iii)

The minimum prescribed rates for learner journeymen as referred to in clause (X) of this Agreement.

(XIII) Labouring, i.e. —

(1) assisting a machinist in handling materials before and after machining	118,43
(2) attending a boiler, incinerator and/or oven	
(3) attending to dust bags and/or cyclones of sanding machines	
(4) baling and dipping of upholstery springs	
(5) beating and/or teasing coir by hand	
(6) cleaning and sweeping of premises	
(7) cleaning machinery, plant, tools and utensils	
(8) cleaning and blowing down of equipment	
(9) cleaning metal rods	
(10) cutting metal rods, hinges, metal strips, wire, hoop iron and all similar materials	
(11) delivery by manually propelled vehicles	
(12) delivery of letters and parcels	
(13) filling of cushions with substances of materials, other than spring interiors and/or spring units by hand	
(14) gluing sandpaper discs	
(15) handling materials	
(16) lime washing	
(17) loading and/or unloading vehicles	
(18) loading and unloading kilns	
(19) making tea or other similar beverages	
(20) oiling and greasing machines and/or vehicles	
(21) operating presses of any type	
(22) packing articles into cartons and/or cardboard containers and thereafter filling and closing such cartons and containers	
(23) preparing, mass-measuring and mixing glue; spreading glue by hand or machine; removing glue, washing and wiping off glue; applying glue hardener by hand, brush or machine	
(24) pushing or pulling a vehicle or handcart	
(25) riveting or making threads on iron bolts and rods	
(26) straightening and/or cutting hoop iron used for webbing	
(27) stripping second-hand upholstery and bedding	
(28) taping of veneers and attending veneer press	
(29) the treatment of timber for preservation	
(30) unpacking, baling and unbalancing raw materials	
(31) wrapping in paper or cardboard	

(XIV) Miscellaneous:

(1) Welding, other than spot-welding	158,53
(2) Machine maintenance mechanic	
(3) Spot-welding	127,42
(4) Despatch clerk, storeman, time-keeper	126,63
(5) Caretaker or watchman	120,77
(6) Packer	120,97
(7) The construction of spring interiors and/or spring units and the manufacture of their component parts	
(8) Learner packer	118,43
(9) Bending, punching, riveting, drilling and/or assembling metal parts	

(XV) (i) Juvenile male employees engaged in a trade designated under the Manpower Training Act, 1981, during the authorised probation period

119,02

(ii) All other juveniles

The minimum wage prescribed in this Agreement for employees employed on the same class of work.

	Area A Per week R
(XVI) Office employees—	
during the first year of employment	119,65
during the second year of employment	123,89
during the third year of employment	130,35
during the fourth year of employment	136,80
during the fifth year of employment	143,60
thereafter	152,08
(XVII) Casual labourer:	
Labourer employed for less than 30 hours in any one week for the specific purpose of loading and unloading of vehicles, stacking of timber and cleaning of premises only	Daily wage—Prescribed wage, plus 10%, divided by 5.
(XVIII) Chargehand:	
In charge of employees who have no journeyman status	R10 per week above his minimum prescribed wage for the class of work performed by him.
In charge of journeyman	R15 per week above the basic wage prescribed in this Agreement for employees employed on the same class of work.
(XIX) (i) Ornament and novelty making, i.e. any operation or process in the manufacture or assembly of ornaments and novelties, but which excludes the operations referred to in subclause (ii)	158,53
(ii) The classes of work referred to in clauses (I) (ii), (IV) (ii), (V) (ii), (VI) (ii), (VII) (ii) and (IX) (ii) hereof	The minimum wage prescribed in this Agreement for employees employed on the same class of work."

Signed at Durban this 23rd day of June 1989.

M. J. McEWEN,
Chairman.

A. W. AZAMALLY,
Vice-Chairman.

J. S. OLIVIER,
Secretary.

Vervang die bestaande Bylae A deur die volgende nuwe Bylae A:

**"BYLAE A
LONE**

	Gebied A Per week R
(I) (i) Meubelmakery, d.w.s. 'n werksaamheid of proses by die vervaardiging en/of inmeekaarsit van meubels, hetsy in die geheel of in dele, wat met die hand, met gebruik van handgereedskap of meganiese toestelle, uitgevoer word, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	158,53
(ii) Diverse meubelmakerywerksaamhede:	
(a) Moere vasbout en vasdraai, handvatsels met skroewe, boute, moere en skroefboute vassit	120,97
(b) Toebehore van stangsokke, aanslagplate, beslac, rakpenne, moerdoppe, beslagringe of koepelskuifdoppe vassit, skroefboute in stompe of pote insit, alle soorte glynde blokke vassit, spieëls met kleefband vasheg	
(c) Tappenne en proppe van hout met die hand en/of 'n masjien maak en/of spits maak	
(d) Tappenne en proppe met die hand inslaan	
(e) Skuurwerk met die hand verrig, afgesien daarvan of die artikel wat geskuur word, stilstaan of draai	
(f) Soliede timmerhout met die hand of volgens 'n meganiese proses buig of lamelleer	118,43
(g) Sokke vir rolwiele inslaan	
(h) Gate of barste met houtplamuursel of dergelike stof vul	
(i) Help met klamp- of klemwerk: Met dien verstande dat hoogstens een assistent gebruik word deur 'n werknemer wat minstens die loon ontvang wat in subklousule (i) voorgeskryf word	
(II) Uitleëwerk, d.w.s. die voorbereiding van 'n plan vir die vervaardiging van meubels deur middel van 'n staaf of ander geskikte materiaal waarop al of enigeen van die afmetings van die artikel wat vervaardig moet word, afgemerkt is	
(III) Afmerkwark, d.w.s. die merk of kras van meubelstukke, hetsy in die geheel of in dele, volgens afmetings deur middel van 'n lineaal, maatstok, reihout, patroonplaat, setmaat of ander toestel, vir masjineer-, pasmaak- of inmeekaarsitwerk	158,53
(IV) (i) Meubelmasjineerwerk, d.w.s. 'n werksaamheid of proses wat verrig word deur gebruik te maak van 'n tipe of soort masjien by die vervaardiging van meubels, hetsy in die geheel of in dele, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	

Gebied A
Per week
R

(ii) Diverse meubelmasjineerwerkzaamhede:		
(a) 'n Enkelrolskuurmasjien, oopskyfskuurmasjien, tolskuurmasjien en breëband-skuurmasjien opstel en bedien		130,54
(b) Gate boor, tapwerk, skarnierinlaatwerk met die oog op inlaatwerk vir slotte en skarniere, en 'n tapinvoegmasjien bedien		120,97
(c) 'n Lugskuurmasjien en 'n verplaasbare skuurmasjien bedien		118,43
(d) Skuurpapierrolle of -skywe en bande vir 'n skuurmasjien maak en las		
(e) Herhalingsafmerkwark deur middel van 'n patroonplaat of model		
(V) (i) Meubelpoleerwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel verrig word by die produksie van 'n gepoleerde en/of afgewerkte oppervlak deur middel van skellak, verf, duco, lakvernis, sellulose, vernis, emalje, beits, pasta wat soos 'n skuurmiddel werk en/of 'n poleermiddel, of albei, of dergelike stowwe en ook vlamsilderwerk en die pas van kleure by alle soorte meubels, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel		158,53
(ii) Diverse poleerwerkzaamhede:		
(a) Bruineerwerk met 'n masjien		130,54
(b) Waswerk		
(c) Die kante aan lamelbord en/of laaghout verf en/of opvul ten einde die oppervlak voor te berei vir poleer- en/of lakverniswerk en/of vlamskilderwerk en/of die pas van kleure		120,97
(d) Deure en los toebehore verwyder voordat stukke vir poleerwerk voorberei word		
(e) Opvulwerk met gips of 'n ander vulstof		120,97
(f) Handskuurwerk		
(g) Meubels met sure of 'n ander bleikmiddel bleik		
(h) Stroopwerk		
(i) Beitswerk, opvulwerk, oliewerk en/of hernuwingswerk met die hand		
(j) Metaal bespuit		
(k) Materiaal filtreer		
(l) Sproeispuite skoonmaak		118,43
(m) Oppoets by opklaar- en/of aflaaipunt, uitgesonderd die gebruik van spuitapparaat ..		
(VI) (i) Meubelstofeerwerk, d.w.s. 'n werksaamheid of proses by die oortrek van alle soorte meubels, hetsy in hul geheel of in dele, en afgesien van die materiaal wat gebruik word, en ook onder andere die sny van alle oortreksels en los oortreksels, stik- en/of laswerk met die hand of 'n meganiese toestel, webwerk, wat ook beteken die inposisieplasing van webwerk en plaasvervangers daarvan (uitgesonderd hout- of metaallatte en dwarsstawe), opvulwerk, rottanglegwerk, die aanwerk van knope, rygwerk, kramwerk, knopwerk en opstopwerk, die aanhegting van eenhede aan rame, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel		158,53
(ii) Naaiers of naaisters wat oortreksels, klappe, stoelkussings, koorde, gordynkappe of peule, met die hand of 'n masjien glipsteekstik, stik en/of las		127,42
(iii) Leerlinge wat in diens geneem word om die klas werk te leer wat in subklousule (ii) bedoel word (naaiers) —		
gedurende die eerste ses diensmaande		116,44
gedurende die tweede ses diensmaande		118,54
gedurende die derde ses diensmaande		120,64
gedurende die vierde ses diensmaande		123,23
daarna		127,42
(iv) Diverse meubelstofeerwerkzaamhede:		
(a) Hout- en metaallatte en dwarsstawe op rame in posisie plaas		132,51
(b) Stoelkussings met veerbinnewerk en/of veereenhede vul		137,98
(c) Skuimrubber of dergelike materiaal met 'n bandsaag sny		130,54
(d) Klaargemaakte rottangmatte aanbring		
(e) Kwassies of knope met die hand of 'n masjien aanwerk waar dit as los stukke geskied voordat dit aanmekaargesit word, maar uitgesonderd diep- of diamantknoopwerk		142,50
(f) Deurgevlegte kussinkies aan veereenhede vasmaak, vasstik of vaskram, hetsy met die hand of 'n masjien		132,51
(g) Vulsel op 'n veereenheid uitsprei		
(h) Kleefmiddel oor agterkante en oortrekmateriaal sprei en dit vasplak		127,42
(i) 'n Doekspreimasjien laai, stoot en bedien		
(j) Klapperhaar of ander materiaal met 'n masjien uitpluis		
(k) Stoelkussings met materiaalstowwe, uitgesonderd veerbinnewerk en/of veereenhede, met 'n masjien vul		120,97
(l) Riempiewerk		
(m) Heliese vere en/of kettings in/of sig-sag- of nie-sakvere aan 'n raamwerk vassit vir stofeerwerk		
(n) Veerrande met 'n sig-sag- en/of nie-saktipe veer aan 'n raamwerk vassit vir stofeerwerk, met inbegrip van die vassit van alle onderdele, maar uitgesonderd die vasryg en/of vasmaak van goiing en/of sisal en/of plaasvervangers vir goiing of sisal		
(o) Platforms sny wat gebruik word vir die bekleding van heliese en/of nie-sakvere		
(p) Grootmaatrolle stofeermateriaal van alle soorte met die hand van selfkant tot selfkant uitmekaar maak en/of opsny		
(q) Karton met die hand en/of 'n masjien in stofeerseksies sny		118,43
(r) Materiaal met die hand of 'n masjien reguitsny vir onderkante of onderlegstukke oor vere (linne en goiing)		
(s) Klapperhaar of ander materiaal met die hand uitpluis		
(t) Vulmateriaal in touvorm losdraai		
(u) Stofeerder se kraallyste met bande vaswerk		
(v) Knope en kwassies maak		
(w) Stofeerder help deur oortrekmateriaal vas te hou		
(x) Skuimrubber of latex met die hand volgens fatsoen sny en las		
(y) Onderkante van gestoffeerde artikels vasheg		
(z) (i) Goiing of linne aan stiplekplatforms vasheg		
(ii) Karton aan kaal rame vasheg of vaskram		120,97

Vir die toepassing van hierdie klousule en klousules (XI) en (XIV), beteken 'n veereenheid 'n onafhanklike montering van vere wat so met mekaar verbind is, met mekaar in verband staan of gemaak is dat dit 'n veerfondament en/of 'n veerbinnewerk vorm vir gebruik in 'n binneveermatras, stoelkussingsplek of ander bed en of sitinrigting.	
(VII) (i) Houtsniewerk aan meubels en/of ander houtsniewerk, d.w.s. 'n werksaamheid of proses, hetsy in die geheel of in dele, met handgereedskap of 'n meganiese toestel uitgevoer, vir die skepping van 'n fatsoen, patroon, medaljon of replika van 'n voorwerp wat bedoel is om alle soorte meubels te versier of te verfraai, maar uitgesonderd ondergenoemde diverse werksaamheid	158,53
(ii) Stippel- en sponswerk aan agtergrond van houtsniewerk	120,97
(VIII) Meubelhoutdraaiwerk, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van 'n gefatsoeneerde artikel of onderdeel wat gebruik word in verband met alle soorte meubels	158,53
(IX) (i) Fincerwerk aan meubels, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word in die beleglaag van meubelgedeeltes van alle tipes, hetsy in die geheel of in dele, met finier, maar uitgesonderd die werksaamhede in subklousule (ii) genoem	118,43
(ii) Diverse finierwerksaamhede:	
(a) Fincerstukke met die hand in posisie plaas	
(b) Bandlose laswerk met 'n masjien	
(c) Bediening van alle soorte perse	
(d) Vakuumsakke en alle soorte perse laai en leegmaak	
(e) Gom en bande afwas	
(f) Dele opstapel nadat dit gepers is	
(g) Fincerwerk aan kante	130,54
(h) Fincerwerk aan kante met 'n masjien wat ook die kante afwerk en skuur	130,54
(i) Inkeping slegs van kante met 'n meganiese toestel	
(X) (i) Leerlingvakmanne in diens om die klasse werk te leer wat in klousules (I) tot (IX) bedoel word, uitgesonderd die diverse werksaamhede wat daarin genoem word—	128,27
gedurende die eerste diensjaar	136,77
gedurende die tweede diensjaar	149,03
gedurende die derde diensjaar	
Daarna, die voorgeskrewe minimum loon.	
As iemand wat in diens was as bandskuurmasjienskuurder, masjienskuurder of boorder tot leerlingvakman bevorder word, is by aanvangsloon 'n minimum van	132,51
(XI) (i) Beddegoedmakery, d.w.s. die vervaardiging met die hand of 'n meganiese toestel, hetsy in die geheel of in dele, van alle soorte matrasse gevul met klapperhaar, haarvulsel, vlok, kapok, katoen, watte, hare, vesels, wol, vere, gras, kaf, strooi, rubber of ander dergelike materiaal, of 'n kombinasie van veerbinnewerk, alle tipes draadvere, ketting en/of spiraalvere, volle spiraalvere, maasvere, heliese vere, alle tipes vere en/of veereenhede, kopkussing, stoelkussings, peule, bomatrasse, bedspreie, die vasslaan en/of vashaak van veermatrasdrade, spiraalvere en heliese vere aan rame, en ook die volgende:	
Veermaasvlegwerk	
Vulsel in matrasslope stop	
Kante stik	132,51
Kwassies maak	
'n Randdeurstikmasjien bedien	
'n Topdeurstikmasjien bedien	
Rame en rollers vir die topdeurstikmasjien voorberei	
Deurgevlegte kussinkies aan veereenhede vasheg, vasstik of vaskram	
Deurgestikte matrasrand aan veereenhede heg	
Vulsel op 'n veereenheid uitsprei	
Matrasbostukke, hetsy deurgestik of nie, in posisie plaas en vasmaak om 'n voorafgeboude binnewerk- of veermatras te bou	
Bande aan kante van binneveermatras aanbring	
Rolkantwerk, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	
Knoopwerk aan kopstukke, aanvullend tot beddegoedmakery	136,50
(ii) Diverse beddegoedwerksaamhede:	
(1) Bostukke, rande en oortreksels uitsny	
(2) Alle stikwerk wat nodig is by die vervaardiging van bostukke, rande, matrasslope ateljeerusbankoortreksels en samestellende dele	127,42
(3) Matrasbandvatsels aan rande stik	
(4) Randlengtes las	
(5) Die bek van 'n matras toewerk	
(6) Kopkussing, stoelkussing en peule toewerk	
(7) Bedmatrasrame met die hand vasbout	
(8) Spoele vir 'n randdeurstikmasjien voorberei	
(9) Gestikte rande volgens lengte sny	
(10) Gate in matrasrande pons	
(11) Ventileerders en handvatsels aan matrasrande aanbring	
(12) 'n Deurvlegmasjien voer	
(13) Kussinkies uitsny en maak, ongeag die materiaal wat gebruik word	
(14) Latte en dwarsstawe in posisie plaas, of webwerk aan matras- of katelrame heg	
(15) Matrasrame beits	
(16) Kloue aan matrasrame heg	
(17) 'n Maas in 'n matrasraam in posisie plaas en vasheg	120,97
(18) Lussies aan naalde heg vir drukdeurknoopmasjienwerk	
(19) 'n Doekspreimasjien laai, stoot en bedien	
(20) 'n Pluismasjien bedien	
(21) 'n Lussiemasjien bedien	
(22) Lussies aan knope of kwassies werk	
(23) Katelysters, koepels, rolwielletjies en sokke aanbring	
(24) Rame met die hand beits en/of vernis	
(25) Geweefde draadmaas en kettingveermaas op rame monteer, vasslaan of vashaak	
(26) Katelysters vassit	
(27) Veereenhede aan katelrame vasheg	

Gebied A
Per week
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(28) Kopkussings, stoelkussings en peule vul met ander materiaal as veerbinnekante en/of veereenhede	118,43
(29) Kopkussings, peule, stoelkussings en veerkomberse massameet	
(30) Beddegoed stroop	
(31) Kettings, hoepelysters of ander dergelike materiaal sny	
(32) Klapperhaar of ander materiaal met die hand uitpluis	
(33) Karton- of kaliko-agterkante aan gestoffeerde kopstukke vasheg	120,97
(34) Plastiekmaas aan rubberskuim vaslym	118,43
(iii) Leerlinge in diens geneem is om die klas werk te leer wat in subklousule (i) (beddegoed-maak) bedoel word—	
gedurende die eerste ses diensmaande	119,52
gedurende die tweede ses diensmaande	122,30
gedurende die derde ses diensmaande	124,60
gedurende die vierde ses diensmaande	126,89
daarna	132,51
(XII) (i) Gordyne maak, d.w.s. 'n werksaamheid of proses wat met die hand of 'n meganiese toestel uitgevoer word by die vervaardiging van gordyne, hetsy in die geheel of in dele, en afgesien van die materiaal wat gebruik word, insluitend die hand, pas en monteer daarvan, maar uitgesonderd die werksaamhede in subklousule (ii) bedoel	158,53
(ii) Diverse werksaamhede:	
(1) Naaiers of naaiers wat oortreksels, klappe, stoelkussings, koorde, gordynkappe, peule of gordyne met die hand of 'n masjien glipsteekstik, stik en/of las	127,42
(2) Materiaal van kant of sny, maar uitgesonderd snywerk om patrone te laat pas	118,43
(3) Gordyngood pars en/of stryk	
(4) Materiaal hanteer	
(iii) Leerlinge wat in diens geneem is om die klas werk te leer wat in subklousule (ii) (1) (naaiers) bedoel word—	
gedurende die eerste ses diensmaande	116,44
gedurende die tweede ses diensmaande	118,54
gedurende die derde ses diensmaande	120,64
gedurende die vierde ses diensmaande	123,23
daarna	127,42
(iv) Leerlinge wat in diens geneem is om die klasse werk te leer wat in subklousule (i) bedoel word, uitgesonderd die diverse werksaamhede wat in subklousule (ii) bedoel word en leerling-naaiers wat in subklousule (iii) bedoel word	
(XIII) Arbeiderswerk, d.w.s. —	
(1) 'n masjienwerker help met die hantering van materiaal voor en na die masjienwerk ...	118,43
(2) 'n stoomketel, verbrander en/of oond bedien	
(3) sorg vir stofsakke en/of siklone van skuurmasjiene	
(4) stoffeervere baal en indompel	
(5) klapperhaar met die hand uitklop en/of uitpluis	
(6) persele skoonmaak en vee	
(7) masjinerie, installasie, gereedskap en werktuie skoonmaak	
(8) uitrusting afblaas en skoonmaak	
(9) metaalstawe skoonmaak	
(10) metaalstawe, skarniere, metaalstroke, draad, hoepelyster en alle dergelike materiaal sny	
(11) afleweringswerk met handvoertuie verrig	
(12) briewe en pakkette aflewer	
(13) stoelkussings met ander stowwe of materiaal as veerbinnekante en/of veereenhede met die hand vul	
(14) skuurpapierskywe vaslym	
(15) materiaal hanteer	
(16) afwitwerk	
(17) voertuie laai en/of aflaa	
(18) materiaal inpak in of uithaal uit oonde	
(19) tee of ander dergelike drank berei	
(20) masjiene en/of voertuie olie en smeer	
(21) perse van alle tipes bedien	
(22) artikels in kartondose en/of kartonhouers inpak en daarna sodanige kartondose en kartonhouers vol maak en toemaak	
(23) lym berei, massameet en meng; lym met die hand of met 'n masjien spreid; lym verwyder, afwas en afvee; lymverhardmiddels met die hand, 'n kwas of 'n masjien aanwend	
(24) 'n voertuig of handkar stoot of trek	
(25) klinknaelwerk verrig of skroefdraad in ysterboute en -stawe sny	
(26) hoepelyster wat vir webwerk gebruik word, reguit maak en/of sny	
(27) tweedehandse stoffeerwerk en beddegoed stroop	
(28) fineerstukke met band vasmaak en fineerpers bedien	
(29) timmerhout met preserveermiddel behandel	
(30) grondstowwe uitpak, baal of uit bale haal	
(31) goedere in papier of karton toedraai	

Die minimum loon voorgeskryf vir leerlingvakmanne soos in klousule (X) van hierdie Ooreenkoms bedoel word.

		Gebied A Per week R
(XIV) Diverse:		
(1) Sweiswerk, uitgesonderd puntsweiswerk	}	158,53
(2) Masjienonderhoudswerktuigkundige		
(3) Puntswiswerk		127,42
(4) Versendingsklerk, magasynman, tydopnemer		126,63
(5) Opsigter of wag		120,77
(6) Verpakker	}	
(7) Veerbinnekante en/of veereenhede bou en samestellende dele daarvan vervaardig		120,97
(8) Leerlingverpakker		
(9) Metaaldele buig, pons, klink, boor en/of aanmeakaarsit		118,43
(XV) (i) Jeugdige manlike werknemers in diens in 'n ambag aangedui ingevolge die Wet op Mannekragopleiding, 1981, gedurende die gemagtigde proeftydperk		119,02
(ii) Alle ander jeugdiges		Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.
(XVI) Kantoorwerknemers—		
gedurende die eerste diensjaar		119,65
gedurende die tweede diensjaar		123,89
gedurende die derde diensjaar		130,35
gedurende die vierde diensjaar		136,80
gedurende die vyfde diensjaar		143,60
daarna		152,08
(XVII) Los arbeider:		
Arbeider minder as 30 uur per week in diens met die spesifieke doel om slegs voertuie te laai en af te laai, hout op te stapel en die perseel skoon te maak		Dagloon—Voorgeskrewe loon, plus 10%, gedeel deur 5.
(XVIII) Onderbaas—		
wat aan die hoof staan van werknemers wat nie vakmanstus besit nie		R10 per week meer as sy voorgeskrewe minimum loon vir die klas werk wat hy verrig.
wat aan die hoof staan van vakmanne		R15 per week meer as die basiese loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk.
(XIX) (i) Ornament- en sierwerk, d.w.s., 'n werksaamheid of proses by die vervaardiging of montering van ornamente en sierwerk, maar uitgesonderd die werk in subklousule (ii) bedoel ..		
(ii) Die klasse werk in klousules (I) (ii), (IV) (ii), (V) (ii), (VI) (ii), (VII) (ii) en (IX) (ii) van hierdie Bylae bedoel		158,53
		Die minimum loon in hierdie Ooreenkoms voorgeskryf vir werknemers in diens in dieselfde klas werk."
Op hede die 23ste dag van Junie 1989 te Durban onderteken.		
M. J. MCEWEN, Voorsitter.		
A. W. AZAMALLY, Ondervoorsitter.		
J. S. OLIVIER, Sekretaris.		

No. R. 2112

29 September 1989

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, NATAL.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 31 December

No. R. 2112

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, NATAL.—WYSIGING VAN HOOFOOREEKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge 1956, dat die bepalings van die ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1990 eindig,

1990, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1990, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VANDER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (NATAL)

AGREEMENT

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

being the parties to the Industrial Council for the Clothing Industry (Natal),

to amend the Agreement, published under Government Notice No. R. 46 of 11 January 1980, as amended, extended and renewed by Government Notices Nos. R. 2774 and R. 2775 of 24 December 1982, R. 2606 of 30 November 1984, R. 918 and R. 919 of 26 April 1985, R. 2175 of 17 October 1986, R. 2721 of 24 December 1986, R. 393 of 27 February 1987, R. 2890 of 31 December 1987, R. 1462 of 22 July 1988 and R. 1684 of 19 August 1988.

1. SCOPE OF APPLICATION

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

(a) by all employers who are members of the employers' organisation and who are engaged in the Clothing Industry (Natal) and by all employees who are members of the trade union and who are employed in the said Industry;

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

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in the Agreement published under Government Notice No. R. 46 of 11 January 1980, as amended.

(3) The terms of this Agreement shall not apply to employers who are not members of the employers' organisation and who employ five or fewer employees: Provided that such employers may elect to voluntarily comply with the provisions of this Agreement.

bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1990 eindig bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (NATAL)

OOREENKOMS

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

Natal Clothing Manufacturers' Association

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

Garment Workers' Industrial Union (Natal)

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (Natal),

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 46 van 11 Januarie 1980, soos gewysig, verleng en hernieu deur Goewermentskennisgewings Nos. R. 2774 en R. 2775 van 24 Desember 1982, R. 2606 van 30 November 1984, R. 918 en R. 919 van 26 April 1985, R. 2175 van 17 Oktober 1986, R. 2721 van 24 Desember 1986, R. 393 van 27 Februarie 1987, R. 2890 van 31 Desember 1987, R. 1462 van 22 Julie 1988 en R. 1684 van 19 Augustus 1988, te wysig.

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Klerasiennywerheid (Natal) betrokke is en deur alle werknemers wat lede van die vakvereniging is en wat in genoemde Nywerheid werksaam is;

(b) in die landdrosdistrikte Chatsworth, Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrosdistrikt Umlazi geval het), Inanda, Pinetown, Pietermaritzburg en Lower Tugela.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing ten opsigte van die werknemers vir wie lone in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 46 van 11 Januarie 1980, soos gewysig, voorgeskryf word.

(3) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers wat nie lede van die werkgewersorganisasie is nie en wat vyf of minder werknemers in diens het: Met dien verstande dat sodanige werkgewers vrywilliglik aan die Ooreenkoms kan voldoen indien hulle dit verkies.

2. CLAUSE 7.—PAYMENT OF WAGES AND OVERTIME

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

“(1) (a) An employer shall pay wages and other remuneration in sealed envelopes on which shall be reflected, or which shall be accompanied by a slip or statement showing—

- (i) the name and Council number of employee;
- (ii) weekly rate of pay;
- (iii) total hours worked;
- (iv) date up to which payment is made;
- (v) total amount contained in the envelope;
- (vi) details of all deductions [in terms of subclause (6)]; and
- (vii) the amounts paid in respect of work done on Sundays.

All such information shall be either machine-printed or written in ink, or shall be clear carbon copy. Such payments shall be made in cash weekly on Fridays during working hours, at the establishment of the employer within half an hour before the closing time of the establishment: Provided that, where an employee's services do not terminate on the ordinary pay-day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination. This clause shall not apply to monthly-paid employees who are in receipt of R650 per month and over and clerical employees, who are provided for in paragraph (b) hereof.

(b) An employer shall pay wages to monthly-paid employees who are in receipt of R650 per month and over and clerical employees who are engaged on a monthly basis, not later than the last working day of each calendar month, or upon termination of their employment if this should take place before the ordinary pay-day of the employee.”

3. CLAUSE 12.—HOLIDAY LEAVE

Substitute the following for subclause (7):

“(7) An employer may make mutual arrangements with his employees in receipt of R650 per month or more, clerical employees, drivers of motor vehicles, foremen, forewomen, mechanics, watchmen, or employees solely engaged in cleaning premises or in the delivery of goods or messages, to take their annual holiday leave at a period other than between 15 December and 15 January ensuing: Provided that such leave shall be granted within two months of the completion of the year of employment to which it relates.”

4. CLAUSE 27.—SICK BENEFIT FUND

Substitute the following for subclause (3):

“(3) Subject to subclause (17), an employer shall deduct R1,00 per week from the wages of each employee for whom minimum wages are prescribed in this Agreement and who has worked during any week, irrespective of the time so worked.”

Signed at Durban, on behalf of the parties, this 14th day of June 1989.

A. B. ROLANDO,

Chairman of Council.

I. MUCKDOOM,

Vice-Chairman of Council.

R. E. REDFERN,

Secretary of Council.

2. KLOUSULE 7.—BETALING VAN LONE EN OORTYDBESOLDIGING

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

“(1) (a) 'n Werkgewer moet lone en ander besoldiging in verseelde koeverte betaal waarop die volgende gemeld word of wat vergesel moet gaan van 'n strokie of staat wat die volgende meld:

- (i) Die naam en Raadnommer van die werknemer;
- (ii) weeklikse besoldigingskaal;
- (iii) die totale ure gewerk;
- (iv) tot op watter datum betaling geskied;
- (v) totale bedrag in die koevert;
- (vi) besonderhede van alle aftrekkings [ingevolge subklausule (6)]; en
- (vii) die bedrae betaal ten opsigte van werk wat op Sondag gedoen is.

Al sodanige inligting moet of met 'n masjien gedruk of met ink geskryf wees of uit 'n duidelike deurslagkopie bestaan. Sodanige betalings moet weekliks geskied op Vrydae gedurende werkure by die bedryfsinrigting van die werkgewer en wel binne 'n halfuur voor die sluitingstyd van die bedryfsinrigting: Met dien verstande dat, waar 'n werknemer se dienste nie op die gewone betaaldag van die betrokke bedryfsinrigting eindig nie, alle bedrae wat aan hom verskuldig is, onmiddellik by sodanige beëindiging betaal moet word. Hierdie klausule is nie op maandeliks besoldigde werknemers wat R650 of meer per maand ontvang en klerke, vir wie daar in paragraaf (b) hiervan voorsiening gemaak word, van toepassing nie.

(b) 'n Werknemer moet die lone van maandeliks besoldigde werknemers wat R650 per maand of meer ontvang en klerke wat op 'n maandelikse grondslag in diens geneem is, voor of op die laaste werkdag van elke kalendermaand betaal of by die beëindiging van hul diens as dit voor die gewone betaaldag van die werknemer plaasvind.”

3. KLOUSULE 12.—VAKANSIEVERLOF

Vervang subklausule (7) deur die volgende:

“(7) 'n Werkgewer kan met sy werknemers wat R650 of meer per maand ontvang, klerke, drywers van motorvoertuie, voormanne, voorvroe, werktuigkundiges, wagte of werknemers wat uitsluitlik persele skoonmaak of goedere of boodskappe aflewer, onderlinge reëlings tref om hul jaarlikse vakansieverlof te neem gedurende 'n ander tydperk as die tussen 15 Desember en die daaropvolgende 15 Januarie: Met dien verstande dat sodanige verlof toegestaan moet word binne twee maande na voltooiing van die jaar diens waarop dit betrekking het.”

4. KLOUSULE 27.—SIEKTEBYSTANDSFONDS

Vervang subklausule (3) deur die volgende:

“(3) Behoudens subklausule (17) moet 'n Werkgewer R1,00 per week aftrek van die lone van elke werknemer vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week gewerk het, ongeag die tyd aldus gewerk.”

Namens die partye op hede die 14de dag van Junie 1989 te Durban onderteken.

A. B. ROLANDO,

Voorsitter van die Raad.

I. MUCKDOOM,

Ondervoorsitter van die Raad.

R. E. REDFERN,

Sekretaris van die Raad.

No. R. 2113

29 September 1989

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY.—
RENEWAL OF MAIN AGREEMENT

I, Dennis van der Walt, Director: Labour Relations, 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 No. R. 1882 of 23 August 1985, R. 1338 of 27 June 1986, R. 2754 of 11 December 1987 and R. 1512 of 29 July 1988, to be effective from 1 October 1989 and for the period ending 31 December 1989.

D. VANDER WALT,

Director: Labour Relations.

No. R. 2114

29 September 1989

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE
AND NORTHERN CAPE.—RENEWAL OF (a)
MAIN AND (b) MEDICAL BENEFIT SOCIETY
AGREEMENTS

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices Nos. —

(a) R. 2729 of 24 December 1986 and R. 288 of 24 February 1989; and

(b) R. 2812 of 14 December 1979, R. 1204 of 10 June 1983 and R. 2154 of 25 September 1987,

to be effective from the date of publication of this notice and for the period ending 30 April 1991.

E. VANDER M. LOUW,

Acting Minister of Manpower.

No. R. 2115

29 September 1989

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, ORANGE FREE STATE
AND NORTHERN CAPE.—AMENDMENT OF
MAIN AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby —

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1991, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

No. R. 2113

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIJSE AANNEMINGSNYWER-
HEID.—HERNUWING VAN HOOFOOREEN-
KOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, 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 Nos. R. 1882 van 23 Augustus 1985, R. 1338 van 27 Junie 1986, R. 2754 van 11 Desember 1987 en R. 1512 van 29 Julie 1988, van krag is vanaf 1 Oktober 1989 en vir die tydperk wat op 31 Desember 1989 eindig.

D. VANDER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2114

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT
EN NOORD-KAAPLAND.—HERNUWING VAN
(a) HOOF- EN (b) MEDIJSE HULPVERENIGING-
OOREENKOMSTE

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewings Nos. —

(a) R. 2729 van 24 Desember 1986 en R. 288 van 24 Februarie 1989; en

(b) R. 2812 van 14 Desember 1979, R. 1204 van 10 Junie 1983 en R. 2154 van 25 September 1987,

van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1991 eindig.

E. VANDER M. LOUW,

Waarnemende Minister van Mannekrag.

No. R. 2115

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, ORANJE-VRYSTAAT
EN NOORD-KAAPLAND.—WYSIGING VAN
HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby —

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1991 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 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 Amending Agreement.

E. VAN DER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY, ORANGE FREE STATE AND NORTHERN CAPE

AGREEMENT

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

Orange Free State and Northern Cape Clothing Manufacturer's Association

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

Amalgamated Clothing and Textile Workers' Union of South Africa (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Industrial Council for the Clothing Industry, Orange Free State and Northern Cape

to amend the Agreement of the Council published under Government Notice No. R. 2729 of 24 December 1986 (hereinafter referred to as the Re-enacting Agreement), as renewed and amended by Government Notices Nos. R. 287 and R. 288 of 24 February 1989.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Kimberley, Parys, Kroonstad, Frankfort, Bloemfontein and Vredefort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 2 and whose actual wages are not in excess of those persons defined as "contributors" in the Unemployment Insurance Act, 1966.

2. SPECIAL PROVISIONS

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

"3 SPECIAL PROVISIONS

The provisions of clauses 7 (3) (f), 24, 25 and 26 of the Agreement published under Government Notice R. 602 of 25 March 1983, as amended by Government Notice R. 2091 of 21 September 1984, hereinafter referred to as the Former Agreement, and as further amended from time to time, shall apply to employers and employees."

3. GENERAL PROVISIONS

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

"4 GENERAL PROVISIONS

The provisions of clauses 3 to 7 (3) (e) inclusive, 7 (3) (g) to 23 inclusive and 27 to 34 inclusive of the Former Agreement, as amended from time to time, shall apply to employers and employees."

4. CLAUSE 3 OF THE FORMER AGREEMENT.—DEFINITIONS

(1) Insert the following definition after the definition "mechanic":

"mechanic" unqualified means an employee who performs duties similar to that of a mechanic but who does not have a certificate of proficiency or a diploma;"

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 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 die Wysigingsooreenkoms gespesifiseer.

E. VAN DER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID, ORANJE-VRYSTAAT EN NOORD-KAAPLAND OOREENKOMS

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

Orange Free State and Northern Cape Clothing Manufacturers' Association

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

Amalgamated Clothing and Textile Workers' Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid, Oranje-Vrystaat en Noord-Kaapland,

om die Ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing No. R. 2729 van 24 Desember 1986 (hierna die bekragtigingsooreenkoms genoem), soos hernieu en gewysig deur Goewermentskennisgewings Nos. R. 287 en R. 288 van 24 Februarie 1989, te wysig.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Kimberley, Parys, Kroonstad, Frankfort, Bloemfontein en Vredefort.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in klousule 2 voorgeskryf word en wie se werklike lone nie meer is as dié van diegene wat as "bydraers" in die Werkloosheidsversekeringswet, 1966, omskryf word nie.

2. SPESIALE BEPALINGS

Vervang klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"3. SPESIALE BEPALINGS

Klousules 7 (3) (f), 24, 25 en 26 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 602 van 25 Maart 1983, soos gewysig deur Goewermentskennisgewing R. 2091 van 21 September 1984, hierna die vorige Ooreenkoms genoem, en soos van tyd tot tyd verder gewysig, is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"4. ALGEMENE BEPALINGS

Klousules 3 tot en met 7 (3) (e), 7 (3) (g) tot en met 23 en 27 tot en met 34 van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, is van toepassing op werkgewers en werknemers."

4. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS.— WOORDOMSKRYWING

(1) Voeg die volgende omskrywing in ná die omskrywing "werktuigkundige":

"werktuigkundige, ongekwalifiseer," 'n werknemer wat pligte uitvoer soortgelyk aan dié van 'n werktuigkundige, maar wat nie in besit is van 'n vaardigheidsertifikaat of 'n diploma nie;"

(2) Insert the following definition after the definition "quality controller"

"screen printer" means an employee engaged in—

- (a) operating a screen printing machine;
- (b) setting up screens in sequence of colour to be printed on fabric;
- (c) squaring off and testing that screens fit according to master feeler;
- (d) selecting squeegees to give the penetration and definition required for a quality print, bearing in mind the texture of the fabric;
- (e) positioning colours in correct sequence to ensure that colour combination matches the master feeler and colour card;
- (f) checking the base fabrics to ensure correct face and quality;
- (g) supervising the operations of the colour thrower;
- (h) supervising the handling of screens to and from wash bays;
- (i) examining screens from wash bays to ensure that they are in a satisfactory condition;
- (j) carrying out checks for faults;"

5. CLAUSE 4 OF THE FORMER AGREEMENT.—REMUNERATION

Substitute the following for subclause (1):

"(1) Subject to subclauses (2), (3) and (4) of this clause, the minimum weekly wage to be paid by an employer to each employee of the undermentioned classes shall be as set out hereunder: Provided that if an employee performs work in more than one category, he shall be classified in the grade for which the highest wage is prescribed:

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

"skermdrukker" 'n werknemer wat die volgende werksaamhede verrig:

- (a) 'n Skermdrukmasjien bedien;
- (b) skerms rangskik in die volgorde waarin die kleure op kledstof gedruk moet word;
- (c) skerms haaks maak en toets sodat hulle volgens die hoofvoeler pas;
- (d) aanstrykers uitsoek wat die nodige deurdringing en skerpte lewer vir 'n gehalte-afdruk, met inagneming van die tekstuur van die kledstof;
- (e) kleure in die korrekte volgorde rangskik om seker te maak dat die kleursamestelling ooreenkom met die hoofvoeler en die kleurkaart;
- (f) die basiese kledstowwe nagaan om seker te maak dat die regkant en kwaliteit korrek is;
- (g) toesig hou oor die werksaamhede van die kleurwerper;
- (h) toesig hou oor die hantering van skerms na en vanaf die wasboeg;
- (i) skerms van die wasboeg ondersoek om seker te maak dat hulle in 'n bevredigende toestand is;
- (j) toetse uitvoer vir foute;"

5. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS.—BESOLDIGING

Vervang subklousule (1) deur die volgende:

"(1) Behoudens subklousules (2), (3) en (4) van hierdie klousule, moet 'n werkgewer die volgende minimum weeklikse loon aan elke werknemer van ondergenoemde klasse betaal: Met dien verstande dat 'n werknemer wat werk in meer as een klas verrig, ingedeel moet word in die klas waarvoor die hoogste loon voorgeskryf word:

	Wage from date of coming into operation of this agreement	Wage from 1989-11-01	Wage from 1990-05-01	Wage from 1990-11-01
(A) In all areas	Per week	Per week	Per week	Per week
	R	R	R	R
(i) (a) Foreman/Forewoman	343,06	371,49	399,92	428,35
(b) Supervisor/Quality controller:				
First six months of experience	100,45	108,78	117,11	125,44
Second six months of experience	120,55	131,40	143,20	156,10
Thereafter	140,64	152,29	163,94	175,59
(c) Cloakroom supervisor	96,98	105,02	113,06	121,10
(d) Mechanic	322,32	349,03	375,74	402,45
(e) Mechanic, unqualified	120,00	130,00	140,00	150,00
(f) Watchman	96,98	105,02	113,06	121,10
(g) Labourer	75,40	81,65	87,90	94,15
(h) Boiler attendant	83,08	89,96	96,84	103,72
(ii) Pattern grader:				
First six months of experience	70,05	75,85	81,65	87,45
Second six months of experience	84,05	91,00	97,95	104,90
Third six months of experience	98,05	106,15	114,25	122,35
Fourth six months of experience	112,05	121,35	130,65	139,95
Fifth six months of experience	126,10	136,55	147,00	157,45
Sixth six months of experience	140,10	151,70	163,30	174,90
Seventh six months of experience	154,10	166,85	179,60	192,35
Eighth six months of experience	168,00	181,90	195,80	209,70
Thereafter	182,01	197,09	212,17	227,25
(iii) Marker-in:				
First six months of experience	70,05	75,85	81,65	87,45
Second six months of experience	78,85	85,40	91,95	98,50
Third six months of experience	87,65	94,90	102,15	109,40
Fourth six months of experience	96,45	104,45	112,45	120,45
Fifth six months of experience	105,25	113,95	122,65	131,35
Sixth six months of experience	114,03	123,48	132,93	142,38
Seventh six months of experience	122,80	132,95	143,10	153,25
Eighth six months of experience	131,85	142,75	153,65	164,55
Thereafter	140,64	152,29	163,94	175,59

	Wage from date of coming into operation of this agreement	Wage from 1989-11-01	Wage from 1990-05-01	Wage from 1990-11-01
	Per week R	Per week R	Per week R	Per week R
(iv) Shaper and chopper-out, other than an interlining and/or trimming chopper-out:				
First six months of experience	65,70	71,15	76,60	82,05
Second six months of experience	73,55	79,65	85,75	91,85
Third six months of experience	81,45	88,20	94,95	101,70
Fourth six months of experience	89,30	96,70	104,10	111,50
Fifth six months of experience	97,20	105,25	113,30	121,35
Sixth six months of experience	104,85	113,55	122,25	130,95
Thereafter	112,83	122,18	131,53	140,88
(v) Checker, examiner and/or passer:				
First six months of experience	65,70	71,15	76,60	82,05
Second six months of experience	73,50	79,60	85,70	91,80
Third six months of experience	81,35	88,10	94,85	101,60
Fourth six months of experience	89,15	96,55	103,95	111,35
Thereafter	96,98	105,02	113,06	121,10
(vi) (a) Invoice clerk:				
First six months of experience	100,46	108,79	117,12	125,45
Thereafter	140,64	152,29	163,94	175,59
(b) Despatch clerk, factory clerk and/or stores clerk:				
First six months of experience	73,52	79,61	85,70	91,79
Second six months of experience	88,25	95,55	102,85	110,15
Thereafter	102,95	111,48	120,01	128,54
(vii) Sewing machinist engaged in setting in sleeves and/or sewing round men's and ladies' tailored coats and overcoats:				
First six months of experience	65,70	71,15	76,60	82,05
Second six months of experience	73,25	79,30	85,35	91,40
Third six months of experience	80,80	87,50	94,20	100,90
Fourth six months of experience	88,35	95,65	102,95	110,25
Fifth six months of experience	95,90	103,85	111,80	119,75
Sixth six months of experience	103,55	112,15	120,75	129,35
Thereafter	111,10	120,31	129,52	138,73
(viii) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—				
(a) does not exceed 2 722 kg	121,31	131,36	141,41	151,46
(b) exceeds 2 722 kg	140,64	152,29	163,94	175,59
(ix) Part-time driver of a motor vehicle	110,12	119,25	128,38	137,51
(x) Knitting machine operator:				
First six months of experience	65,70	71,15	76,60	82,05
Second six months of experience	78,85	85,40	91,95	98,50
Third six months of experience	92,00	99,60	107,20	114,80
Fourth six months of experience	105,10	113,80	122,50	131,20
Fifth six months of experience	118,25	128,05	137,85	147,65
Sixth six months of experience	131,50	142,40	153,30	164,20
Thereafter	144,65	156,64	168,63	180,62
(xi) Maintenance hand:				
First six months of experience	65,70	71,15	76,60	82,05
Second six months of experience	68,85	74,55	80,25	85,95
Third six months of experience	72,00	77,95	83,90	89,85
Fourth six months of experience	75,15	81,35	87,55	93,75
Fifth six months of experience	78,20	84,70	91,20	97,70
Thereafter	81,40	88,14	94,88	101,65
(B) In the Magisterial Districts of Kimberley and Bloemfontein				
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer:				
First six months of experience	65,70	71,15	76,60	82,05
Second six months of experience	70,90	76,75	82,60	88,45
Third six months of experience	76,10	82,40	88,70	95,00
Fourth six months of experience	81,35	88,10	94,85	101,60
Fifth six months of experience	86,55	93,70	100,85	108,00
Sixth six months of experience	91,75	99,35	106,95	114,55
Thereafter	97,00	105,00	113,00	121,00
Set leader and/or team leader	104,15	112,78	121,41	130,04
(ii) General worker/Pleater:				
First six months of experience	65,70	71,14	76,58	82,02
Second six months of experience	68,95	74,65	80,35	86,05
Thereafter	72,75	78,75	84,75	90,75

	Wage from date of coming into operation of this agreement	Wage from 1989-11-01	Wage from 1990-05-01	Wage from 1990-11-01
	Per week	Per week	Per week	Per week
	R	R	R	R
(iii) Despatch packer:				
First six months of experience	65,70	71,14	76,58	82,02
Second six months of experience	70,35	76,15	81,95	87,75
Thereafter	75,45	81,68	87,91	94,14
(iv) Layer-up:				
First six months of experience	65,70	71,14	76,58	82,02
Second six months of experience	70,15	75,95	81,75	87,55
Thereafter	74,95	81,13	87,31	93,49
(v) Plain sewer:				
First six months of experience	65,70	71,14	76,58	82,02
Thereafter	78,63	85,15	91,67	98,19
(vi) Sample machinist	111,31	120,53	129,75	138,97
(C) In the Magisterial District of Kroonstad				
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer:				
First six months of experience	60,17	66,20	72,23	78,26
Second six months of experience	65,10	71,60	78,10	84,60
Third six months of experience	70,05	77,05	84,05	91,05
Fourth six months of experience	74,95	82,45	89,95	97,45
Fifth six months of experience	79,90	87,90	95,90	103,90
Sixth six months of experience	84,80	93,30	101,80	110,30
Thereafter	89,85	98,85	107,85	116,85
Set leader and/or team leader	96,64	106,33	116,02	125,71
(ii) General worker/Pleater:				
First six months of experience	60,17	66,20	72,23	78,26
Second six months of experience	65,75	72,35	78,95	85,55
Thereafter	71,40	78,50	84,50	90,50
(iii) Despatch packer:				
First six months of experience	60,17	66,20	72,23	78,26
Second six months of experience	67,75	74,55	81,35	87,75
Thereafter	74,99	81,43	87,66	93,89
(iv) Layer-up:				
First six months of experience	60,17	66,20	72,23	78,26
Second six months of experience	67,25	74,00	80,75	87,50
Thereafter	74,34	80,88	87,06	93,24
(v) Plain sewer:				
First six months of experience	60,17	66,20	72,23	78,26
Thereafter	78,04	85,15	91,67	98,19
(vi) Sample machinist	103,23	113,58	123,93	134,28
(D) In the Magisterial Districts of Parys, Frankfort and Vrede- fort				
(i) Sewing machinist, invisible mender, finisher, presser, trimmer, marker-in and/or chopper-out of linings and trimmings, former scribe and screen printer:				
First six months of experience	55,20	60,64	66,08	71,52
Second six months of experience	59,60	65,45	71,30	77,15
Third six months of experience	64,00	70,30	76,60	82,90
Fourth six months of experience	68,45	75,20	81,95	88,70
Fifth six months of experience	72,85	80,00	87,15	94,30
Sixth six months of experience	77,25	84,85	92,45	100,05
Thereafter	82,20	90,20	98,20	106,20
Set leader and/or team leader	87,95	96,58	105,21	113,84
(ii) Despatch packer:				
First six months of experience	59,30	64,74	70,18	75,62
Second six months of experience	64,90	70,70	76,50	82,30
Thereafter	70,55	76,78	83,01	89,24
(iii) General worker/Pleater:				
First six months of experience	53,20	58,64	64,08	69,52
Second six months of experience	59,15	64,85	70,55	76,25
Thereafter	65,12	71,10	77,08	83,06
(iv) Layer-up:				
First six months of experience	55,20	60,64	66,08	71,52
Second six months of experience	61,93	67,73	73,53	79,33
Thereafter	68,70	74,88	81,06	87,24
(v) Plain sewer:				
First six months of experience	53,20	58,64	64,08	69,52
Thereafter	70,23	76,75	83,27	89,79
(vi) Sample machinist	94,41	103,63	112,85	122,07."

	Loon vanaf datum van inwerkingtreding van hierdie ooreenkoms	Loon vanaf 1989-11-01	Loon vanaf 1990-05-01	Loon vanaf 1990-11-01
(A) In alle gebiede	Per week	Per week	Per week	Per week
	R	R	R	R
(i) (a) Voorman/Voorvrou	343,06	371,49	399,92	428,35
(b) Toesighouer/Gehaltebeheerder:				
Eerste ses maande ondervinding	100,45	108,78	117,11	125,44
Tweede ses maande ondervinding	120,55	131,40	143,20	156,10
Daarna	140,64	152,29	163,94	175,59
(c) Kleedkamertoesighouer	96,98	105,02	113,06	121,10
(d) Werktuigkundige	322,32	349,03	375,74	402,45
(e) Werktuigkundige, ongekwalifiseer	120,00	130,00	140,00	150,00
(f) Wag	96,98	105,02	113,06	121,10
(g) Arbeider	75,40	81,65	87,90	94,15
(h) Ketelbediener	83,08	89,96	96,84	103,72
(ii) Patroongradeerder:				
Eerste ses maande ondervinding	70,05	75,85	81,65	87,45
Tweede ses maande ondervinding	84,05	91,00	97,95	104,90
Derde ses maande ondervinding	98,05	106,15	114,25	122,35
Vierde ses maande ondervinding	112,05	121,35	130,65	139,95
Vyfde ses maande ondervinding	126,10	136,55	147,00	157,45
Sesde ses maande ondervinding	140,10	151,70	163,30	174,90
Sewende ses maande ondervinding	154,10	166,85	179,60	192,35
Agste ses maande ondervinding	168,00	181,90	195,80	209,70
Daarna	182,01	197,09	212,17	227,25
(iii) Afmerker:				
Eerste ses maande ondervinding	70,05	75,85	81,65	87,45
Tweede ses maande ondervinding	78,85	85,40	91,95	98,50
Derde ses maande ondervinding	87,65	94,90	102,15	109,40
Vierde ses maande ondervinding	96,45	104,45	112,45	120,45
Vyfde ses maande ondervinding	105,25	113,95	122,65	131,35
Sesde ses maande ondervinding	114,03	123,48	132,93	142,38
Sewende ses maande ondervinding	122,80	132,95	143,10	153,25
Agste ses maande ondervinding	131,85	142,75	153,65	164,55
Daarna	140,64	152,29	163,94	175,59
(iv) Fatsoeneerder en snyer, uitgesonderd tussenvoering- en/of voeringsnyer:				
Eerste ses maande ondervinding	65,70	71,15	76,60	82,05
Tweede ses maande ondervinding	73,55	79,65	85,75	91,85
Derde ses maande ondervinding	81,45	88,20	94,95	101,70
Vierde ses maande ondervinding	89,30	96,70	104,10	111,50
Vyfde ses maande ondervinding	97,20	105,25	113,30	121,35
Sesde ses maande ondervinding	104,85	113,55	122,25	130,95
Daarna	112,83	122,18	131,53	140,88
(v) Nasiener, ondersoeker en/of keurder:				
Eerste ses maande ondervinding	65,70	71,15	76,60	82,05
Tweede ses maande ondervinding	73,50	79,60	85,70	91,80
Derde ses maande ondervinding	81,35	88,10	94,85	101,60
Vierde ses maande ondervinding	89,15	96,55	103,95	111,35
Daarna	96,98	105,02	113,06	121,10
(vi) (a) Faktuurklerk:				
Eerste ses maande ondervinding	100,46	108,79	117,12	125,45
Daarna	140,64	152,29	163,94	175,59
(b) Versendingsklerk, fabrieksklerk en/of magasyn- klerk:				
Eerste ses maande ondervinding	73,52	79,61	85,70	91,79
Tweede ses maande ondervinding	88,25	95,55	102,85	110,15
Daarna	102,95	111,48	120,01	128,54
(vii) Naaimasjienwerker wat moue insit en/of mans- en damesnyersbaadjies en oorjasse omstik:				
Eerste ses maande ondervinding	65,70	71,15	76,60	82,05
Tweede ses maande ondervinding	73,25	79,30	85,35	91,40
Derde ses maande ondervinding	80,80	87,50	94,20	100,90
Vierde ses maande ondervinding	88,35	95,65	102,95	110,25
Vyfde ses maande ondervinding	95,90	103,85	111,80	119,75
Sesde ses maande ondervinding	103,55	112,15	120,75	129,35
Daarna	111,10	120,31	129,52	138,73
(viii) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—				
(a) hoogstens 2 722 kg is	121,31	131,36	141,41	151,46
(b) meer as 2 722 kg is	140,64	152,29	163,94	175,59

	Loon vanaf datum van inwerkingtreding van hierdie ooreenkoms	Loon vanaf 1989-11-01	Loon vanaf 1990-05-01	Loon vanaf 1990-11-01
	Per week R	Per week R	Per week R	Per week R
(ix) Deelydse motorvoertuigdrywer	110,12	119,25	128,38	137,51
(x) Breimasjienbediener:				
Eerste ses maande ondervinding	65,70	71,15	76,60	82,05
Tweede ses maande ondervinding	78,85	85,40	91,95	98,50
Derde ses maande ondervinding	92,00	99,60	107,20	114,80
Vierde ses maande ondervinding	105,10	113,80	122,50	131,20
Vyfde ses maande ondervinding	118,25	128,05	137,85	147,65
Sesde ses maande ondervinding	131,50	142,40	153,30	164,20
Daarna	144,65	156,64	168,63	180,62
(xi) Onderhoudswerker:				
Eerste ses maande ondervinding	65,70	71,15	76,60	82,05
Tweede ses maande ondervinding	68,85	74,55	80,25	85,95
Derde ses maande ondervinding	72,00	77,95	83,90	89,85
Vierde ses maande ondervinding	75,15	81,35	87,55	93,75
Vyfde ses maande ondervinding	78,20	84,70	91,20	97,70
Daarna	81,40	88,14	94,88	101,65
(B) In die landdrosdistrikte Kimberley en Bloemfontein				
(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voerings en tooisels, vormblokmerker en skermdrukter:				
Eerste ses maande ondervinding	65,70	71,15	76,60	82,05
Tweede ses maande ondervinding	70,90	76,75	82,60	88,45
Derde ses maande ondervinding	76,10	82,40	88,70	95,00
Vierde ses maande ondervinding	81,35	88,10	94,85	101,60
Vyfde ses maande ondervinding	86,55	93,70	100,85	108,00
Sesde ses maande ondervinding	91,75	99,35	106,95	114,55
Daarna	97,00	105,00	113,00	121,00
Groep- en/of spanleier	104,15	112,78	121,41	130,04
(ii) Algemene werker/Plooiemaker:				
Eerste ses maande ondervinding	65,70	71,14	76,58	82,02
Tweede ses maande ondervinding	68,95	74,65	80,35	86,05
Daarna	72,75	78,75	84,75	90,75
(iii) Versendingsverpakker:				
Eerste ses maande ondervinding	65,70	71,14	76,58	82,02
Tweede ses maande ondervinding	70,35	76,15	81,95	87,75
Daarna	75,45	81,68	87,91	94,14
(iv) Laagoplêër:				
Eerste ses maande ondervinding	65,70	71,14	76,58	82,02
Tweede ses maande ondervinding	70,15	75,95	81,75	87,55
Daarna	74,95	81,13	87,31	93,49
(v) Gewone naaldwerker:				
Eerste ses maande ondervinding	65,70	71,14	76,58	82,02
Daarna	78,63	85,15	91,67	98,19
(vi) Monstermasjienwerker	111,31	120,53	129,75	138,97
(C) In die landdrosdistrik Kroonstad				
(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voerings en tooisels, vormblokmerker en skermdrukter:				
Eerste ses maande ondervinding	60,17	66,20	72,23	78,26
Tweede ses maande ondervinding	65,10	71,60	78,10	84,60
Derde ses maande ondervinding	70,05	77,05	84,05	91,05
Vierde ses maande ondervinding	74,95	82,45	89,95	97,45
Vyfde ses maande ondervinding	79,90	87,90	95,90	103,90
Sesde ses maande ondervinding	84,80	93,30	101,80	110,30
Daarna	89,85	98,85	107,85	116,85
Groep- en/of spanleier	96,64	106,33	116,02	125,71
(ii) Algemene werker/Plooiemaker:				
Eerste ses maande ondervinding	60,17	66,20	72,23	78,26
Tweede ses maande ondervinding	65,75	72,35	78,95	85,55
Daarna	71,40	78,50	84,50	90,50
(iii) Versendingsverpakker:				
Eerste ses maande ondervinding	60,17	66,20	72,23	78,26
Tweede ses maande ondervinding	67,75	74,55	81,35	87,75
Daarna	74,99	81,43	87,66	93,89

	Loon vanaf datum van inwerkingtreding van hierdie ooreenkoms	Loon vanaf 1989-11-01	Loon vanaf 1990-05-01	Loon vanaf 1990-11-01
	Per week R	Per week R	Per week R	Per week R
(iv) Laagoplêër:				
Eerste ses maande ondervinding	60,17	66,20	72,23	78,26
Tweede ses maande ondervinding	67,25	74,00	80,75	87,50
Daarna	74,34	80,88	87,06	93,24
(v) Gewone naaldwerker:				
Eerste ses maande ondervinding	60,17	66,20	72,23	78,26
Daarna	78,04	85,15	91,67	98,19
(vi) Monstermasjienwerker	103,23	113,58	123,93	134,28
(D) In die landdrosdistrikte Parys, Frankfort en Vredefort				
(i) Naaimasjienwerker, fynstopper, afwerker, parser, voeringsnyer, afmerker en/of snyer van voerings en tool- sels, vormblokker en skermdrukter:				
Eerste ses maande ondervinding	55,20	60,64	66,08	71,52
Tweede ses maande ondervinding	59,60	65,45	71,30	77,15
Derde ses maande ondervinding	64,00	70,30	76,60	82,90
Vierde ses maande ondervinding	68,45	75,20	81,95	88,70
Vyfde ses maande ondervinding	72,85	80,00	87,15	94,30
Sesde ses maande ondervinding	77,25	84,85	92,45	100,05
Daarna	82,20	90,20	98,20	106,20
Groep- en/of spanleier	87,95	96,58	105,21	113,84
(ii) Versendingsverpakker:				
Eerste ses maande ondervinding	59,30	64,74	70,18	75,62
Tweede ses maande ondervinding	64,90	70,70	76,50	82,30
Daarna	70,55	76,78	83,01	89,24
(iii) Algemene werker/Plooiemaker:				
Eerste ses maande ondervinding	53,20	58,64	64,08	69,52
Tweede ses maande ondervinding	59,15	64,85	70,55	76,25
Daarna	65,12	71,10	77,08	83,06
(iv) Laagoplêër:				
Eerste ses maande ondervinding	55,20	60,64	66,08	71,52
Tweede ses maande ondervinding	61,93	67,73	73,53	79,33
Daarna	68,70	74,88	81,06	87,24
(v) Gewone naaldwerker:				
Eerste ses maande ondervinding	53,20	58,64	64,08	69,52
Daarna	70,23	76,75	83,27	89,79
(vi) Monstermasjienwerker:	94,41	103,63	112,85	122,07".

6. CLAUSE 9 OF THE FORMER AGREEMENT. — HOURS OF WORK

In subclause (2) (c), substitute the figure "R2,00" for the figure "R1,00".

7. CLAUSE 13 OF THE FORMER AGREEMENT. — PAID HOLIDAYS AND ANNUAL LEAVE

(1) In subclause (1) (a) (i), substitute the expression "15 working days" for the expression "14 working days".

(2) In subclause (4) (a), delete "Day of Goodwill".

8. CLAUSE 30 OF THE FORMER AGREEMENT. — OVERALLS

In subclause (5), substitute the figure "R15,00" for the figure "R6,75".

Signed at Johannesburg, on behalf of the parties, this 10th day of April 1989.

A. LAIRD SMITH,
Chairman of the Council.

A. MARGOLIS,
Member of the Council.

D. G. LEVY,
Secretary of the Council.

6. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS. — WERKURE

In subklousule (2) (c), vervang die syfer "R1,00" deur die syfer "R2,00".

7. KLOUSULE 13 VAN DIE VORIGE OOREENKOMS. — VAKANSIEDAE MET BESOLDIGING EN JAARLIKSE VERLOF

(1) In subklousule (1) (a) (i), vervang die uitdrukking "14 werkdag" deur die uitdrukking "15 werkdag".

(2) In subklousule (4) (a), skrap "Welwillendheidsdag".

8. KLOUSULE 30 VAN DIE VORIGE OOREENKOMS. — OORPAKKE

In subklousule (5), vervang die syfer "R6,75" deur die syfer "R15,00".

Namens die partye op hede die 10de dag van April 1989 in Johannesburg onderteken.

A. LAIRD SMITH,
Voorsitter van die Raad.

A. MARGOLIS,
Lid van die Raad.

D. G. LEVY,
Sekretaris van die Raad.

No. R. 2116

29 September 1989

LABOUR RELATIONS ACT, 1956

MEAT TRADE, EAST LONDON.—EXTENSION OF AGREEMENT

I, Eli van der Merwe Louw, Acting 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 Nos. R. 2100 of 30 September 1983 and R. 2083 and R. 2084 of 26 September 1986, by a further period ending 30 September 1992.

E. VANDER M. LOUW,
Acting Minister of Manpower.

No. R. 2117

29 September 1989

LABOUR RELATIONS ACT, 1956

MEAT TRADE, EAST LONDON.—AMENDMENT OF AGREEMENT

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1992, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1992, 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.

E. VANDER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MEAT TRADE,
EAST LONDON

AGREEMENT

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

East London Meat Traders' Association

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

East London Meat Trade Union

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

being parties to the Industrial Council for the Meat Trade, East London,

to amend the Agreement published under Government Notice No. R. 2100 of 30 September 1983, as extended and amended by Government Notices Nos. R. 2083 and R. 2084 of 26 September 1986.

No. R. 2116

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

VLEISBEDRYF, OOS-LONDEN.—VERLENGING VAN OOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermmentskennissgewings Nos. R. 2100 van 30 September 1983 en R. 2083 en R. 2084 van 26 September 1986, met 'n verdere tydperk wat op 30 September 1992 eindig.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

No. R. 2117

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

VLEISBEDRYF, OOS-LONDEN.—WYSIGING VAN OOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1992 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1992 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.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE VLEISBEDRYF,
OOS-LONDEN

OOREENKOMS

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

East London Meat Traders' Association

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

East London Meat Trade Union

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

wat die partye is by die Nywerheidsraad vir die Vleisbedryf, Oos-Londen om die Ooreenkoms gepubliseer by Goewermmentskennissgewing No. R. 2100 van 30 September 1983, soos verleng en gewysig deur Goewermmentskennissgewings Nos. R. 2083 en R. 2084 van 26 September 1986, te wysig.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed—
 (a) in the Magisterial District of East London; and
 (b) by all employers who are members of the employers' organisation and who are engaged in the Meat Trade, and by all employees who are members of the trade union and who are employed in that Trade.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4 of the Agreement published under Government Notice R. 2100 of 30 September 1983.

2. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition of "meat technician, qualified,":

"meat technician, qualified," means a meat technician who has had not less than two years' experience and who is in possession of a certificate recognised by the Council;".

3. CLAUSE 4.—REMUNERATION

Substitute the following for clause 4:

"4. REMUNERATION

"(1) No employer shall pay and no employee shall accept remuneration lower than the following:

	Per week R
(a) (i) Manager—	
during first year of operation of this Agreement	335,00
during second year of operation of this Agreement	370,00
thereafter	410,00
(ii) Shop controller—	
during the first year of operation of this Agreement	225,00
during second year of operation of this Agreement	250,00
thereafter	275,00
(b) (i) Meat technician and/or smallgoodsman, qualified—	
during first year of operation of this Agreement	270,00
during second year of operation of this Agreement	295,00
thereafter	325,00
(ii) Meat technician and/or smallgoodsman, unqualified—	
during first year of operation of this Agreement	165,00
during second year of operation of this Agreement	185,00
thereafter	270,00
(iii) Cutter—	
during first year of operation of this Agreement	110,00
during second year of operation of this Agreement	125,00
thereafter	140,00
(c) Casual employee: Pro rata amount for the actual period worked by him at the prescribed rate applicable to the class of work he performs.	
(d) (i) Clerical employee, qualified—	
during first year of operation of this Agreement	205,00
during second year of operation of this Agreement	225,00
thereafter	250,00
(ii) Clerical employee, unqualified—	
during first year of operation of this Agreement	160,00
during second year of operation of this Agreement	180,00
thereafter	205,00

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die landdrosdistrik Oos-Londen; en

(b) deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Vleisbedryf is en deur alle werknemers wat lede van die vakvereniging is en in daardie Bedryf werksaam is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in klousule 4 van die Ooreenkoms gepubliseer by Goewermementskennisgewing R. 2100 van 30 September 1983, voorgeskryf word.

2. KLOUSULE 3.—WOORDOMSKRYWING

Vervang die omskrywing van "vleistechnikus, gekwalifiseer," deur die volgende:

"Vleistechnikus, gekwalifiseer," 'n vleistechnikus met minstens twee jaar ondervinding en wat in besit is van 'n sertifikaat wat deur die Raad erken word;".

3. KLOUSULE 4.—BESOLDIGING

Vervang klousule 4 deur die volgende:

"4. BESOLDIGING

(1) Geen laer besoldiging as die volgende mag deur 'n werkgewer betaal en deur 'n werknemer aanvaar word nie:

	Per week R
(a) (i) Bestuurder—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	335,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	370,00
daarna	410,00
(ii) Winkelkontroleur—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	225,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	250,00
daarna	275,00
(b) (i) Vleistechnikus en/of bereider van vleisprodukte, gekwalifiseer—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	270,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	295,00
daarna	325,00
(ii) Vleistechnikus en/of bereider van vleisprodukte, ongekwalifiseer	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	165,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	185,00
daarna	270,00
(iii) Snyer—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	110,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	125,00
daarna	140,00
(c) Los werknemer: 'n Pro rata bedrag vir die werklike tydperk wat hy gewerk het teen die voorgeskrewe loon van toepassing op die klas werk wat hy verrig.	
(d) (i) Klerk, gekwalifiseer—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	205,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	225,00
daarna	250,00
(ii) Klerk, ongekwalifiseer—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	160,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	180,00
daarna	205,00

	Per week R
(iii) Cashier—	
during first year of operation of this Agreement	105,00
during second year of operation of this Agreement	115,00
thereafter	130,00
(e) (i) Shop assistant—	
during first year of operation of this Agreement	120,00
during second year of operation of this Agreement	135,00
thereafter	150,00
(ii) Shop attendant—	
during first year of operation of this Agreement	80,00
during second year of operation of this Agreement	90,00
thereafter	100,00
(f) General worker—	
during first year of operation of this Agreement	70,00
during second year of operation of this Agreement	80
thereafter	90,00
(g) Motor vehicle driver—	
driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 500 kg—	
during first year of operation of this Agreement	100,00
during second year of operation of this Agreement	110,00
thereafter	125,00
(ii) exceeds 500 kg but not 2 500 kg—	
during first year of operation of this Agreement	120,00
during second year of operation of this Agreement	135,00
thereafter	150,00
(iii) exceeds 2 500 kg—	
during first year of operation of this Agreement	140,00
during second year of operation of this Agreement	155,00
thereafter	170,00
(h) (i) Mass-measurer and pricer—	
during first year of operation of this Agreement	80,00
during second year of operation of this Agreement	90,00
thereafter	100,00
(ii) Packer and wrapper—	
during first year of operation of this Agreement	70,00
during second year of operation of this Agreement	80,00
thereafter	90,00
(i) Part-time employee—Not less than 60 per cent of the qualified remuneration at the prescribed rate applicable to the class of work he performs.”	

4. CLAUSE 6.—PROPORTION OR RATIO OF EMPLOYEES

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

“(1) *Meat technician*.—An employer shall not employ an unqualified meat technician or a cutter unless he has in his employ a qualified meat technician, and for each qualified meat technician employed, not more than one unqualified meat technician and one cutter or two unqualified meat technicians or two cutters may be employed in each establishment.”

	Per week R
(iii) Kassier—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	105,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	115,00
daarna	130,00
(e) (i) Winklassistent—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	120,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	135,00
daarna	150,00
(ii) Winkelhulp—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	80,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	90,00
daarna	100,00
(f) Algemene werker—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	70,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	80,00
daarna	90,00
(g) Motorvoertuigdrywer:—	
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat so 'n voertuig trek—	
(i) hoogstens 500 kg is—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	100,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	110,00
daarna	125,00
(ii) meer as 500 kg maar hoogstens 2 500 kg is—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	120,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	135,00
daarna	150,00
(iii) meer as 2 500 kg is—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	140,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	155,00
daarna	170,00
(h) (i) Massameter en prysvassteller—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	80,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	90,00
daarna	100,00
(ii) Verpakker en toedraaier—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms	70,00
gedurende tweede jaar na die inwerking-treding van hierdie Ooreenkoms	80,00
daarna	90,00
(i) <i>Deeltydse werknemer</i> .—Minstens 60 persent van die gekwalifiseerde besoldiging teen die voorgeskrewe loon van toepassing op die klas werk wat hy verrig.”	

4. KLOUSULE 6.—VERHOUDING VAN WERKNEMERS

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

“(1) *Vleistegnikus*.—'n Werkgewer mag nie 'n ongekwalifiseerde vleistegnikus of 'n snyer in diens neem nie, tensy hy 'n gekwalifiseerde vleistegnikus in sy diens het, en vir elke gekwalifiseerde vleistegnikus in sy diens mag hy hoogstens een ongekwalifiseerde vleistegnikus en een snyer of twee ongekwalifiseerde tegnisi of twee snyers in elke bedryfsinrigting in diens neem.”

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

"(4) An employer shall not employ a shop assistant or a shop attendant unless he has in his employ a qualified meat technician, and for each qualified meat technician employed, not more than either three shop assistants and two shop attendants or three shop attendants and two shop assistants may be employed by him."

5. CLAUSE 7.—HOURS OF WORK

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

"(2) An employer shall not require his employees to work for more than five hours continuously without an interval of not less than 30 minutes: Provided that—

(i) periods of work interrupted by less than 30 minutes shall be deemed to be continuous;

(ii) all times shall be completed in a spreadover of 12 hours."

(2) Delete subclause (5).

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

"(6) The provisions of clauses 7(1) (b), 8 (2) and 9(1) shall not apply to an employee who is in receipt of—

during first year of operation of this Agreement	R16 000 per annum,
during second year of operation of this Agreement	R17 000 per annum,
thereafter	R18 000 per annum."

Signed at East London, on behalf of the parties, this 16th day of May 1989.

I. R. DAWE,
Chairman of the Council.

D. J. ARGUE,
Vice-Chairman of the Council.

J. A. NICHOLAS,
Secretary of the Council.

No. R. 2118

29 September 1989

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.—AMENDMENT OF SICK BENEFIT FUND AGREEMENT

I, Eli van der Merwe Louw, Acting 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 second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union.

E. VANDER M. LOUW,
Acting Minister of Manpower.

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

"(4) 'n Werkgewer mag nie 'n winkelassistent of 'n winkelhulp in diens neem nie, tensy hy 'n gekwalifiseerde vleistegnikus in sy diens het, en vir elke gekwalifiseerde vleistegnikus in sy diens mag hoogstens drie winkelassistenten en twee winkelhulpe of drie winkelhulpe en twee winkelassistenten in diens geneem word."

5. KLOUSULE 7.—WERKURE

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

"(2) 'n Werkgewer mag nie van sy werknemers vereis om langer as vyf uur aaneen te werk sonder 'n pouse van minstens 30 minute nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as 30 minute onderbreek word, geag moet word aaneenlopend te wees;

(ii) alle werktyd binne 'n werkdagbestek van 12 uur voltooi moet word."

(2) Skrap subklousule (5).

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

"(b) Klousules 7(1)(b), 8(2) en 9(1) is nie van toepassing op 'n werknemer wat—

	R
gedurende eerste jaar na die inwerkingtreding van hierdie Ooreenkoms	16 000,00
gedurende tweede jaar na die inwerkingtreding van hierdie Ooreenkoms	17 000,00
daarna	18 000,00

per jaar verdien nie."

Namens die partye op hede die 16de dag van Mei 1989 te Oos-Londen onderteken.

I. R. DAWE,
Voorsitter van die Raad.

D. J. ARGUE,
Ondervoorsitter van die Raad.

J. A. NICHOLAS,
Sekretaris van die Raad.

No. R. 2118

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—WYSIGING VAN SIEKTEBYSTANDSGENOOTSKAPOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende 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 tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE****AGREEMENT**

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

Cape Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry, Western Cape,

to amend the Agreement of the Council published under Government Notice No. R. 919 of 4 May 1979, as amended and renewed by Government Notices Nos. R. 2046 of 14 September 1979, R. 834 of 30 April 1982, R. 837 of 30 April 1982, R. 650 of 25 March 1983, R. of 28 October 1983, R. 1232 of 2 June 1986, R. 1390 of 26 June 1987, R. 1431 of 15 July 1988 and R. 238 of 17 February 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—

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

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Frasersburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, and in that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice No. 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, Philipstown and Prieska.

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

(a) apply only to employees, other than casual employees, for whom wages are prescribed in the Main Agreement and to the employers of such employees; and

(b) apply in respect of apprentices only in so far as such application is not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into terms thereof;

(c) not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs fewer than five employees at all times or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further than an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the Sick Fund on a voluntary basis.

2. CLAUSE 9.—BENEFITS

Substitute the following for subclause (5):

"(5) (a) Upon the death of a member referred to in clause 6 (3) and (4) of this Agreement, a mortality benefit of R400,00 shall be payable to a dependant: Provided that such benefit shall be payable in respect of one dependant only;

BYLAE**NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID, WES-KAAPLAND****OOREENKOMS**

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

Cape Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid, Wes-Kaapland,

om die Ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing No. R. 919 van 4 Mei 1979, soos gewysig en hiernieu deur Goewermentskennisgewings Nos. R. 2046 van 14 September 1979, R. 834 van 30 April 1982, R. 837 van 30 April 1982, R. 650 van 25 Maart 1983, R. 2397 van 28 Oktober 1983, R. 1232 van 20 Junie 1986, R. 1390 van 26 Junie 1987, R. 1431 van 15 Julie 1988 en R. 238 van 17 Februarie 1989.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—

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

(b) in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Ceres, Clanwilliam, Die Kaap, Frasersburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Moorreesburg, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, en in daardie gedeelte van die landdrosdistrik Postmasburg wat voor die publikasie van Goewermentskennisgewing No. 1254 van 27 Junie 1975 in die landdrosdistrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermentskennisgewing No. 1314 van 28 Augustus 1964 in die landdrosdistrik Postmasburg geval het, Philipstown en Prieska.

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

(a) van toepassing slegs op werknemers, uitgesonderd los werknemers, vir wie lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers; en

(b) van toepassing ten opsigte van vakleerlinge slegs vir sover sodanige toepassing nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of 'n kontrak wat daarkragtens gesluit is nie;

(c) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat ten alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers kan verkies om op 'n vrywillige grondslag deelname te hê in die Siekefonds.

2. KLOUSULE 9.—BYSTAND

Vervang subklousule (5) deur die volgende:

"(5) (a) By die afsterwe van 'n lid wat in klousule 6 (3) en (4) van hierdie Ooreenkoms gemeld word, is 'n sterftebystand van R400,00 aan 'n afhanklike betaalbaar: Met dien verstande dat sodanige bystand slegs ten opsigte van een afhanklike betaalbaar is;

(b) Upon the death of a dependant, a mortality benefit shall be payable to a member referred to in clause 6 (3) and (4) of this Agreement as follows:

(i) In the case of a member's wife: R400,00;

(ii) In the case of a dependant who has attained the age of 14 years: R300,00;

(iii) In the case of a dependant who has attained the age of 6 years but less than 14 years: R200,00;

(iv) In the case of a dependant who has not attained the age of six years and stillborns: R100,00;

(c) Notwithstanding the provisions of subclause (5) (a) and (b), no payment shall be made in terms thereof unless application therefor is made within a period of one year from the date of death of the member or dependant concerned."

This Amending Agreement signed at Salt River, on behalf of the parties, this 10th day of May 1989.

V. SEBBA,
Chairman.

G. FLETCHER,
Vice-Chairman.

J. KENNEY,
Secretary.

(b) by die afsterwe van 'n afhanklike, is sterftebystand aan 'n lid wat in klousule 6 (3) en (4) van hierdie Ooreenkoms gemeld word, betaalbaar en wel soos volg:

(i) In die geval van 'n lid se vrou: R400,00;

(ii) in die geval van 'n afhanklike wat die ouderdom van 14 jaar bereik het: R300,00;

(iii) in die geval van 'n afhanklike wat die ouderdom van 6 jaar bereik het maar nog nie 14 jaar oud is nie: R200,00;

(iv) in die geval van 'n afhanklike wat nog nie 6 jaar oud is nie en doodgeborenes: R100,00;

(c) ondanks subklousule (5) (a) en (b), moet geen betaling ingevolge daarvan gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die afsterwe van die betrokke lid of afhanklike."

Hierdie Wysigingsooreenkoms namens die partye op hede die 10de dag van Mei 1989 te Soutrivier onderteken.

V. SEBBA,
Voorsitter.

G. FLETCHER,
Ondervoorsitter.

J. KENNEY,
Sekretaris.

No. R. 2119

29 September 1989

LABOUR RELATIONS ACT, 1956

FURNITURE MANUFACTURING INDUSTRY, WESTERN CAPE.—AMENDMENT OF PROVIDENT FUND AGREEMENT

I, Eli Van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1993, 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.

E. VAN DER M. LOUW,
Acting Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE AGREEMENT

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

Cape Furniture Manufacturers' Association

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

No. R. 2119

29 September 1989

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBELNYWERHEID, WES-KAAPLAND.—WYSIGING VAN VOORSORGFONDSOOREENKOMS

Ek, Eli van der Merwe Louw, Waarnemende Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1993 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.

E. VAN DER M. LOUW,
Waarnemende Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE MEUBELNYWERHEID VAN WES-KAAPLAND

OOREENKOMS

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

Cape Furniture Manufacturers' Association

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

National Union of Furniture and Allied Workers of South Africa

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

being the parties to the Industrial Council for the Furniture Manufacturing Industry of the Western Cape,

to amend the Agreement of the said Council, published under Government Notice No. R. 2013 of 11 July 1969, as amended and renewed by Government Notices Nos. R. 421 of 15 March 1974, R. 74 of 16 January 1976, R. 2042 and R. 2043 of 14 September 1979, R. 187 of 1 February 1980, R. 1726 of 22 August 1980, R. 414 of 27 February 1981, R. 838 of 30 April 1982, R. 587 of 18 March 1983, R. 2597 of 30 November 1984, R. 478 of 1 March 1985, R. 1131 of 24 May 1985, R. 1481 of 5 July 1985, R. 1231 of 20 June 1986, R. 1332 of 27 June 1986, R. 2005 of 19 September 1986, R. 535 of 13 March 1987, R. 2020 of 18 September 1987, R. 1432 of 15 July 1988 and R. 239 of 17 February 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture Manufacturing Industry of the Western Cape—

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

(b) in the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Kuils River, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simon's Town, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly West, Britstown, De Aar, Gordonia, Hay, Herbert, Hoptown, Kenhardt, Kimberley and Kuruman and in that portion of the Magisterial District of Postmasburg which, prior to the publication of Government Notice 1254 of 27 June 1975, fell within the Magisterial District of Kuruman, but excluding that portion of the Magisterial District of Kuruman which, prior to the publication of Government Notice No. 1314 of 28 August 1964, fell within the Magisterial District of Postmasburg, Philipstown and Prieska.

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

(a) apply only to employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;

(b) not apply in respect of apprentices, office employees (i.e. employees referred to in clause 15 of Part II of the Main Agreement), or learners (i.e. employees referred to in clause 10 and 12 of Part II of the Main Agreement);

(c) not apply to an employer who carries on not more than one business within the scope of application of this Agreement and who employs fewer than five employees at all times or in connection with such business: Provided that working employers shall be regarded as employees for the purpose of establishing the number of employees in such business: Provided further that an employer who is excluded by virtue of this paragraph and his employees may elect to participate in the Provident Fund on a voluntary basis.

(3) Notwithstanding the provisions of subclauses (1) and (2) of this clause, membership of the Fund referred to in clause 4 shall not be compulsory in respect of any employee who at the date of coming into operation of this Agreement is a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of that employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are on the whole not less favourable than the benefits provided by the Council's Fund.

National Union of Furniture and Allied Workers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Meubelnywerheid van Wes-Kaapland,

om die Ooreenkoms van genoemde Raad, gepubliseer by Goewermmentskennisgewing No. R. 2013 van 11 Julie 1969, soos gewysig en hernieu deur Goewermmentskennisgewings Nos. R. 421 van 15 Maart 1974, R. 74 van 16 Januarie 1976, R. 2042 en R. 2043 van 14 September 1979, R. 187 van 1 Februarie 1980, R. 1726 van 22 Augustus 1980, R. 414 van 27 Februarie 1981, R. 838 van 30 April 1982, R. 587 van 18 Maart 1983, R. 2597 van 30 November 1984, R. 478 van 1 Maart 1985, R. 1131 van 24 Mei 1985, R. 1481 van 5 Julie 1985, R. 1231 van 20 Junie 1986, R. 1332 van 27 Junie 1986, R. 2005 van 19 September 1986, R. 535 van 13 Maart 1987, R. 2020 van 18 September 1987, R. 1432 van 15 Julie 1988 en R. 239 van 17 Februarie 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubelnywerheid van Wes-Kaapland nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging en wat onderskeidelik by die Nywerheid betrokke of daarin werk-saam is; en

(b) in die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Kuilsrivier, Ladismith, Laingsburg, Malmesbury, Montagu, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredendal, Wellington, Williston, Worcester, Wynberg, Barkly-Wes, Britstown, De Aar, Gordonia, Hay, Herbert, Hoptown, Kenhardt, Kimberley en Kuruman en in daardie gedeelte van die landdrosdistrik Postmasburg wat voor die publikasie van Goewermmentskennisgewing 1254 van 27 Junie 1975 in die landdrosdistrik Kuruman geval het, maar uitgesonderd daardie gedeelte van die landdrosdistrik Kuruman wat voor die publikasie van Goewermmentskennisgewing 1314 van 28 Augustus 1964 in die landdrosdistrik Postmasburg geval het, Philipstown en Prieska.

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

(a) van toepassing slegs op dié werknemers vir wie minimum lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(b) nie van toepassing nie ten opsigte van vakleerlinge, kantoorwerknemers (d.w.s. werknemers in klousule 15 van Deel II van die Hofooreenkoms bedoel), of leerlinge (d.w.s. werknemers in klousule 10 en 12 van Deel II van die Hofooreenkoms bedoel);

(c) nie van toepassing nie op 'n werkgewer wat hoogstens een besigheid binne die toepassingsbestek van hierdie Ooreenkoms bedryf en wat te alle tye minder as vyf werknemers in of in verband met sodanige besigheid in diens het: Met dien verstande dat werkende werkgewers as werknemers beskou moet word vir die doel om die getal werknemers in sodanige besigheid vas te stel: Voorts met dien verstande dat 'n werkgewer wat uitgesluit is ingevolge hierdie paragraaf en sy werknemers die keuse kan uitoefen om op 'n vrywillige grondslag deelname te hê in die Voorsorgfonds.

(3) Ondanks subklousules (1) en (2) van hierdie klousule, is lidmaatskap van die Fonds soos bedoel in klousule 4 nie verpligtend nie vir 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelnemer in of lid van 'n ander fonds is wat vir pensioen- of voorsorgvoordele voorsiening maak, wat op genoemde datum bestaan en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer is, of vir die werkgewer van daardie werknemer gedurende dié tydperk wat sodanige ander fonds in werking is en beide werkgewer en werknemer daarin deelneem, as die voordele van sodanige ander fonds na die mening van die Raad oor die algemeen nie minder gunstig is nie as die voordele wat deur die Raad se Fonds verskaf word.

2. CLAUSE 10. BENEFITS

Insert the following new subclause (j):

"(j) (i) On the death of a member, his dependents shall be paid a mortality benefit of R1 000,00: Provided that such benefit shall be paid in respect of one dependant only:

(ii) On the death of a member's wife or child over the age of 14 years, a member shall be paid a mortality benefit of R1 000,00;

(iii) On the death of a child between the ages of 6 and 14, a member shall be paid a mortality benefit of R500,00;

(iv) On the death of a child under the age of 6 or a stillborn baby, a member shall be paid a mortality benefit of R250,00;

(v) Notwithstanding the provisions of subclause (j) (i) to (iv), no payment in terms thereof shall be made unless application therefor is made within a period of one year from the date of death of the member or dependent concerned."

Signed at Salt River, on behalf of the parties, this 10th day of May 1989.

V. SEBBA,
Chairman

G. FLETCHER,
Vice-Chairman

I. KENNEY,
Secretary.

DEPARTMENT OF TRADE AND INDUSTRY

No. R. 2057

29 September 1989

AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, George Shepstone Bartlett, Deputy Minister of Economic Affairs and Technology, acting on behalf of and on assignment by the Minister of Economic Affairs and Technology, hereby, in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act No. 9 of 1978), publish the amendments set out in the Schedule hereto, which have, under and in accordance with the provisions of section 4 (1) (b) of the said Act, been effected by me to the provisions of the Sugar Industry Agreement, 1979.

G. S. BARTLETT,

Deputy Minister of Economic Affairs and Technology.

SCHEDULE

Definitions

1. In this Schedule "the Agreement" means the Sugar Industry Agreement, 1979, published by Government Notice No. R. 858 of 27 April 1979, as amended by Government Notices Nos. R. 1941 of 31 August 1979, R. 2435 of 2 November 1979, R. 310 of 22 February 1980, R. 864 of 25 April 1980, R. 905 of 2 May 1980, R. 1623 of 8 August 1980, R. 1933 of 19 September 1980, R. 2041 of 3 October 1980, R. 2514 of 5 December 1980, R. 255 of 13 February 1981, R. 1185 of 5 June 1981, R. 2277 of 23 October 1981, R. 2468 of 13 November 1981, R. 252 of 12 February 1982, R. 1906 of 3 September 1982, R. 9 of 7 January 1983, R. 852 of 29 April 1983, R. 1489 of 8 July 1983, R. 1740 of 5 August 1983, R. 146 of 3 February 1984, R. 261 of 17 February 1984, R. 599 of 30 March 1984, R. 2827 of 28 December 1984, R. 1071 of 17 May 1985, R. 202 of 7 February 1986, R. 463 of 14 March 1986, R. 792 of 25 April 1986, R. 793 of 25 April 1986, R. 1260 of 27 June 1986, R. 1628 of 1 August 1986, R. 2075 of 26 September 1986, R. 636 of 27 March 1987, R. 1557 of 17 July 1987, R. 1971 of 11 September 1987, R. 558 of 25 March 1988, R. 637 of 8 April 1988, R. 722 of 15 April 1988, R. 1026 of 27 May 1988, R. 1103 of 10 June 1988, R. 1617 of 12 August 1988, R. 1947 of 23 September 1988, R. 374 of 3 March 1989 and R. 1325 of 23 June 1989.

2. KLOUSULE 10. — VOORDELE

Voeg die volgende nuwe subklousule (j) in:

"(j) (i) By die afsterwe van 'n lid, moet sterftebystand van R1 000 aan sy afhanklikes betaal word: Met dien verstande dat sodanige bystand slegs ten opsigte van een afhanklike betaalbaar is:

(ii) By die afsterwe van 'n lid se vrou of kind oor die ouderdom van 14 jaar, moet sterftebystand van R1 000 aan 'n lid betaal word;

(iii) By die afsterwe van 'n kind tussen die ouderdom van 6 en 14, moet sterftebystand R500 aan 'n lid betaal word;

(iv) By die afsterwe van 'n kind onder die ouderdom van 6 of 'n doodgeborene, moet sterftebystand van R250,00 aan 'n lid betaal word;

(v) Ondanks subklousule (j) (i) tot (iv) moet geen betaling ingevolge daarvan gedoen word nie tensy aansoek daarom gedoen word binne 'n tydperk van een jaar vanaf die afsterwe van die betrokke lid of afhanklike."

Namens die partye of hede die 10de dag van Mei 1989 te Soutrivier onderteken.

V. SEBBA,
Voorsitter.

G. FLETCHER,
Ondervoorsitter.

J. KENNEY,
Sekretaris.

DEPARTEMENT VAN HANDEL EN NYWERHEID

No. R. 2057

29 September 1989

WYSIGING VAN DIE SUIKERNYWERHEID- OOREENKOMS, 1979

Ek, George Shepstone Bartlett, Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens en in opdrag van die Minister van Ekonomiese Sake en Tegnologie, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikerwet, 1978 (Wet No. 9 van 1978), die wysigings in die Bylae hiervan uiteengesit wat kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet deur my aan die bepalings van die Suikernywerheidsooreenkoms, 1979, aangebring is.

G. S. BARTLETT,

Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

Definisies

1. In hierdie Bylae beteken "die Ooreenkoms" die Suikernywerheidsooreenkoms, 1979, gepubliseer by Goewermentskennisgewing No. R. 858 van 27 April 1979, soos gewysig by Goewermentskennisgewings Nos. R. 1941 van 31 Augustus 1979, R. 2435 van 2 November 1979, R. 310 van 22 Februarie 1980, R. 864 van 25 April 1980, R. 905 van 2 Mei 1980, R. 1623 van 8 Augustus 1980, R. 1933 van 19 September 1980, R. 2041 van 3 Oktober 1980, R. 2514 van 5 Desember 1980, R. 255 van 13 Februarie 1981, R. 1185 van 5 Junie 1981, R. 2277 van 23 Oktober 1981, R. 2468 van 13 November 1981, R. 252 van 12 Februarie 1982, R. 1906 van 3 September 1982, R. 9 van 7 Januarie 1983, R. 852 van 29 April 1983, R. 1489 van 8 Julie 1983, R. 1740 van 5 Augustus 1983, R. 146 van 3 Februarie 1984, R. 261 van 17 Februarie 1984, R. 599 van 30 Maart 1984, R. 2827 van 28 Desember 1984, R. 1071 van 17 Mei 1985, R. 202 van 7 Februarie 1986, R. 463 van 14 Maart 1986, R. 792 van 25 April 1986, R. 793 van 25 April 1986, R. 1260 van 27 Junie 1986, R. 1628 van 1 Augustus 1986, R. 2075 van 26 September 1986, R. 636 van 27 Maart 1987, R. 1557 van 17 Julie 1987, R. 1971 van 11 September 1987, R. 558 van 25 Maart 1988, R. 637 van 8 April 1988, R. 722 van 15 April 1988, R. 1026 van 27 Mei 1988, R. 1103 van 10 Junie 1988, R. 1617 van 12 Augustus 1988, R. 1947 van 23 September 1988, R. 374 van 3 Maart 1989 en R. 1325 van 23 Junie 1989.

Amendment of clause 24 of the Agreement

2. Clause 24 of the Agreement is hereby amended—

- (a) by the substitution for paragraph (d) of subclause (1) of the following paragraph:

“(d) That the membership of each Mill Group Board in existence on 1 April 1988 shall remain unaltered until otherwise determined in terms of subclause (2).”;

- (b) by the substitution for subclause (2) of the following subclause:

“(2) (a) (i) The number of grower members on each Mill Group Board shall be determined by the Mill Group Board concerned.

(ii) Should the number of grower members on a Mill Group Board be increased or decreased the number of miller members on such Mill Group Board shall, unless the miller concerned and grower members of such Mill Group Board agree otherwise, be increased or decreased by the same number: Provided that the number of miller members shall not be less than two.

(b) (i) For the purpose of assisting it in carrying out its functions a Mill Group Board may establish an Advisory Committee as a body subsidiary to itself.

(ii) A Mill Group Board may permit the nomination of observers, who shall be entitled to attend all Mill Group Board meetings and to participate fully, but not to exercise a vote, thereat.

(c) The miller members of each Mill Group Board shall be appointed by the miller concerned and the grower members by the supplying growers in accordance with rules made by the Growers' Association and lodged with the Central Board.

(d) Any dispute as to the establishment, composition or any other matter regarding the operation of any Mill Group Board shall be determined by the Central Board.”; and

- (c) by the deletion of subclause (7).

Amendment of Schedule B to the Agreement

3. Schedule B to the Agreement is hereby amended by the substitution in paragraph 12 for the expression “revised sucrose prices” of the expression “revised final sucrose prices”.

Amendment of Schedule F to the Agreement

4. Schedule F to the Agreement is hereby amended by the substitution for subparagraph (11) of paragraph 6 of the following subparagraph:

“(11) Growers shall only use cane grown upon registered land as seed.”.

Wysiging van klousule 24 van die Ooreenkoms

2. Klousule 24 van die Ooreenkoms word hierby gewysig—

- (a) deur paragraaf (d) van subklousule (1) deur die volgende paragraaf te vervang:

“(d) Dat die ledetal van elke Meulgroepraad soos dit op 1 April 1988 bestaan het onveranderd bly totdat ingevolge subklousule (2) anders bepaal word.”;

- (b) deur subklousule (2) deur die volgende subklousule te vervang:

“(2) (a) (i) Die getal kwekerslede in elke Meulgroepraad word deur die betrokke Meulgroepraad vasgestel.

(ii) Indien die getal kwekerslede in 'n Meulgroepraad vermeerder of verminder word, word die aantal meulenaarslede in sodanige Meulgroepraad, tensy die betrokke meulenaar en kwekerslede in sodanige Meulgroepraad anders ooreenkom, met dieselfde getal vermeerder of verminder: Met dien verstande dat die getal meulenaarslede nie minder as twee mag wees nie.

(b) (i) Ten einde hom in die uitvoering van sy funksies by te staan, kan 'n Meulgroepraad 'n Adviserende Komitee as 'n liggaam wat aan hom ondergeskik is in die lewe roep.

(ii) 'n Meulgroepraad kan die benoeming van waarnemers wat daarop geregtig is om alle Meulgroepraadvergaderings by te woon en ten volle daaraan deel te neem maar nie om 'n stem daarop uit te bring nie, toelaat.

(c) Die meulenaarslede in elke Meulgroepraad word deur die betrokke meulenaar en die kwekerslede deur die verskaffende kwekers aangestel ooreenkomstig reëls wat deur die Kwekersvereniging gemaak en by die Sentrale Raad ingedien word.

(d) Enige geskil betreffende die instelling, samestelling of enige ander saak rakende die werking van enige Meulgroepraad word deur die Sentrale Raad besleg.”; en

- (c) deur subklousule (7) te skrap.

Wysiging van Bylae B van die Ooreenkoms

3. Bylae B van die Ooreenkoms word hierby gewysig deur in paragraaf 12 die uitdrukking “gewysigde sukresepryse” deur die uitdrukking “gewysigde finale sukresepryse” te vervang.

Wysiging van Bylae F van die Ooreenkoms

4. Bylae F van die Ooreenkoms word hierby gewysig deur subparagraaf (11) van paragraaf 6 deur die volgende subparagraaf te vervang:

“(11) Kwekers mag slegs riet wat op geregistreerde grond gekweek is as saad gebruik.”.

No. R. 2087

29 September 1989

HOUSING DEVELOPMENT SCHEMES FOR RETIRED PERSONS ACT, 1988

The Deputy Minister of Economic Affairs and Technology acting on behalf of the Minister of Economic Affairs and Technology has, in terms of section 11 (1) (d) of the Housing Development Schemes for Retired Persons Act, 1988 (Act No. 65 of 1988), promulgated the regulation contained in the Schedule.

SCHEDULE

The South African National Life Assurance Company Limited (SANLAM) and any associate or sub-associate of SANLAM is hereby exempted from the regulations contained in *Government Notice* No. R. 1351 of 30 June 1989, in respect of housing development schemes developed by SANLAM or an associate or sub-associate of SANLAM provided that any housing development scheme meets with the following requirements:

(a) that the housing interests under the development schemes are offered to retired persons by way of lease;

(b) that all amounts payable by a retired person in accordance with the contract of lease or other contractual document for an accommodation unit, including levies for maintenance and management of the housing development scheme, from the start and for the full duration of the contract, are specified as fixed amounts;

(c) that in the event of the development being done by an associate or sub-associate of SANLAM, SANLAM shall enter into a contract with the retired person whereby SANLAM undertakes to ensure that the relevant associate or sub-associate will have, at all times, sufficient funds to comply with its obligations in terms of the contract of lease; and

(d) that the contract of lease and any other contractual documents are so drawn up that a retired person can cancel the contract at any stage during the period of its validity by giving three months written notice of cancellation in advance.

No. R. 2090

29 September 1989

COMPANIES ACT, 1973

AMENDMENT OF THE COMPANIES ADMINISTRATIVE REGULATIONS, 1973

I, Theodorus Gerhardus Alant, Deputy Minister of Economic Affairs and Technology, hereby, on behalf of the Minister of Economic Affairs and Technology, under section 15 of the Companies Act, 1973 (Act No. 61 of 1973), amend, with effect from 1 October 1989, the Companies Administrative Regulations, 1973, published under Government Notice No. R. 1948 of 1973, in accordance with the Schedule hereto.

T. G. ALANT,

Deputy Minister of Economic Affairs and Technology.

SCHEDULE

1. Substitute the following subregulation for subregulation (2) of regulation 19 of the said Regulations:

“(2) Proof of payment of the prescribed and additional fee in terms of section 63 (1) and (2) of the Act shall be affixed to the original Form CM2.”.

No. R. 2087

29 September 1989

WET OP BEHUISINGSONTWIKKELINGSKEMAS VIR AFGETREDE PERSONE, 1988

Die Adjunk-minister van Ekonomiese Sake en Tegnologie, handelende namens die Minister van Ekonomiese Sake en Tegnologie het, kragtens artikel 11 (1) (d) van die Wet op Behuisingsontwikkelingskemas vir Afgetrede Persone, 1988 (Wet No. 65 van 1988), die regulasie in die Bylae uitgevaardig.

BYLAE

Hiermee word die Suid-Afrikaanse Nasionale Lewensassuransie maatskappy Beperk (SANLAM) en elke filiaal of subfiliaal van SANLAM vrygestel van die regulasies vervat in *Goewermentskennisgewing* No. R. 1351 van 30 Junie 1989, vir behuisingsontwikkelingskemas wat deur SANLAM of 'n filiaal of subfiliaal van SANLAM ontwikkel word, mits elke behuisingsontwikkelingskema aan die volgende vereistes voldoen:

(a) dat die behuisingsbelange kragtens die ontwikkelingskema by wyse van huurkontrak aan afgetrede persone beskikbaar gestel word;

(b) dat alle bedrae wat 'n afgetrede persoon kragtens die betrokke huurkontrak of enige ander kontrakdokument vir 'n wooneenheid moet betaal, met inbegrip van heffings vir instandhouding en bedryf van die behuisingsontwikkelingskema, van die begin af en vir die volle duur van die huurkontrak, as vaste bedrae bepaal word;

(c) dat in die geval waar die ontwikkeling deur 'n filiaal of subfiliaal van SANLAM gedoen word, SANLAM met die afgetrede persoon 'n kontrak sluit waarvolgens SANLAM onderneem om toe te sien dat die betrokke filiaal of subfiliaal te alle tye voldoende fondse sal hê om sy verpligtinge kragtens die huurkontrak na te kom; en

(d) dat die huurkontrak en enige ander kontrakdokumente so gestruktureer word dat 'n afgetrede persoon oor die loop van die huurkontrak met drie kalendermaande skriftelike kennisgewing uit die transaksie kan terugtree.

No. R. 2090

29 September 1989

MAATSKAPPYWET, 1973

WYSIGING VAN DIE ADMINISTRATIEWE REGULASIES VIR MAATSKAPPYE, 1973

Ek, Theodorus Gerhardus Alant, Adjunk-minister van Ekonomiese Sake en Tegnologie, wysig hierby namens die Minister van Ekonomiese Sake en Tegnologie, kragtens artikel 15 van die Maatskappyywet, 1973 (Wet No. 61 van 1973), die Administratiewe Regulasies vir Maatskappye, 1973, gepubliseer by Goewermentskennisgewing No. 1948 van 1973, met ingang van 1 Oktober 1989 ooreenkomstig die Bylae hiervan.

T. G. ALANT,

Adjunk-minister van Ekonomiese Sake en Tegnologie.

BYLAE

1. Vervang subregulasie (2) van regulasie 19 van genoemde Regulasies deur die volgende subregulasie:

“(2) Bewys van betaling van die voorgeskrewe geld en bykomende geld kragtens artikel 63 (1) en (2) van die Wet moet aan die oorspronklike Vorm CM2 geheg word.”.

2. Substitute the following subregulation for subregulation (2) of regulation 20 of the said Regulations:

"(2) Proof of payment of the prescribed fee in terms of section 63 (1) of the Act shall be affixed to the original Form CM4."

3. Insert the following item after item 4 of Schedule 1 of the said Regulations:

"4A Registration of memorandum and articles of a company [section 63 (1)] 350,00 CM2".

4. Insert the following item after item 22 of Schedule 1 of the said Regulations:

"22A Additional fee in respect of late lodgment of returns and other documents (section 178) 150,00 CM15 CM26 CM29 CM31".

5. Substitute the following item for item 31 of Schedule 1 of the said Regulations:

"31 Registration of a memorandum of an external company (section 322) 350,00 CM49".

6. Amend Schedule 2 of the said Regulations by substituting the following words for the words "Prescribed fee of R170" where they appear on Form CM49:

"Prescribed fee of R350".

2. Vervang subregulasie (2) van regulasie 20 van genoemde Regulasies deur die volgende subregulasie:

"(2) Bewys van betaling van die voorgeskrewe geld kragtens artikel 63 (1) van die Wet moet aan die oorspronklike Vorm CM4 geheg word."

3. Voeg die volgende item na item 4 van Bylae 1 van genoemde Regulasies in:

"4A Registrasie van akte en statute van 'n maatskappy [artikel 63 (1)] 350,00 CM2".

4. Voeg die volgende item na item 22 van Bylae 1 van genoemde Regulasie in:

"22A Bykomende geld ten opsigte van die laat indiening van opgawes en ander dokumente (artikel 178) 150,00 CM15 CM26 CM29 CM31".

5. Vervang item 31 van Bylae 1 van genoemde Regulasies deur die volgende item:

"31 Registrasie van 'n akte van 'n buitelandse maatskappy (artikel 322) 350,00 CM49".

6. Wysig Bylae 2 van genoemde Regulasies deur die woorde "Voorgeskrewe geld van R170" waar dit op Vorm CM49 voorkom, deur die volgende woorde te vervang:

"Voorgeskrewe geld van R350".

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