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PROKLAMASIE

van die Waarnemende

Staatspresident van die Republiek van Suid-Afrika

No. R. 182, 1989

GEMEENSKAPSWELSYNSWET (RAAD VAN
VERTEENWOORDIGERS), 1987

(WET No. 104 VAN 1987)

Kragtens die bevoegdheid my verleen by artikel 24 van die Gemeenskapswetsynswet (Raad van Verteenwoordigers), 1987, bepaal ek 1 September 1989 as die datum waarop genoemde Wet in werking tree.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Nege-en-twentigste dag van Augustus Eenduisend Negehonderd Nege-en-tagtig.

F. W. DE KLERK,
Waarnemende Staatspresident.

Op las van die Waarnemende Staatspresident-in-Rade (Ministersraad van die Raad van Verteenwoordigers):

C. J. APRIL,
Minister van die Ministersraad van die Raad van Verteenwoordigers.

REGULASIES UITGEVAARDIG KRAGTENS
DIE GEMEENSKAPSWELSYNSWET (RAAD
VAN VERTEENWOORDIGERS), 1987 (WET No.
104 VAN 1987)

Die Minister van Gesondheidsdienste en Welsyn van die Ministersraad van die Raad van Verteenwoordigers het kragtens artikel 22 van die Gemeenskapswetsynswet (Raad van Verteenwoordigers), 1987 (Wet No. 104 van 1987), die regulasies vervat in die Bylae hiervan uitgevaardig.

616-A

PROCLAMATION

by the Acting

State President of the Republic of South Africa

No. R. 182, 1989

COMMUNITY WELFARE ACT (HOUSE OF
REPRESENTATIVES), 1987.

(ACT No. 104 OF 1987)

By virtue of the powers vested in me by section 24 of the Community Welfare Act (House of Representatives), 1987, I fix 1 September 1989 as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Twenty-ninth day of August, One thousand Nine hundred and Eighty nine.

F. W. DE KLERK,
Acting State President.

By Order of the Acting State President-in-Council
(Ministers' Council of the House of Representatives):

C. J. APRIL,
Minister of the Ministers' Council of the House of Representatives.

REGULATIONS MADE UNDER THE COMMUNITY WELFARE ACT (HOUSE OF REPRESENTATIVES), 1987 (ACT No. 104 OF 1987)

The Minister of Health Services and Welfare in the Ministers' Council of the House of Representatives has, under section 22 of the Community Welfare Act (House of Representatives), 1987 (Act No. 104 of 1987), made the regulations contained in the Schedule hereto.

12151-1

BYLAE REGULASIES

WOORDOMSKRYWING

1. In hierdie regulasies, tensy uit die samehang anders blyk, beteken—

“appèlkomitee” ’n komitee saamgestel ingevolge artikel 17 (3) van die Wet;

“appellant” ’n organisasie wat ’n appèl kragtens artikel 17 van die Wet aangeteken het;

“die Wet” die Gemeenskapswetsynswet (Raad van Verteenwoordigers), 1987 (Wet No. 104 van 1987);

“diensveld” ’n werkterrein wat gerig is op die lewering of voorsiening van dienste of geriewe met betrekking tot—

(a) bejaardesorg;

(b) gestremdesorg;

(c) kinder- en gesinsorg;

(d) sosiaal-patologiese verskynsels;

“geregistreerde adres” met betrekking tot ’n organisasie, die plek in die Republiek wat by die Direkteur-generaal wat met die bedoelde organisasie ’n ooreenkoms ingevolge artikel 14 van die Wet aangegaan het, as die adres geregistreer is waar die bedoelde organisasie die betekening van enige kennisgewing ingevolge die Wet of hierdie regulasies sal aanvaar;

“nasionale raad” ’n organisasie wat ingevolge sy konstitusie ingestel is om welsynsorganisasies wat doelstellings nastreef wat wesenlik ooreenstem, op nasionale of provinsiale grondslag te organiseer en te verteenwoordig, en om die belange, doelstellings en werksaamhede van sodanige welsynsorganisasies te bevorder, te propageer en te koördineer en om in ’n adviserende hoedanigheid vir die organisasies op te tree;

“regsverteenwoordiger” ’n advokaat of prokureur;

“streekverteenwoordiger” iemand wat aangestel is as hoof van ’n streek van die Departement van Gesondheidsdienste en Welsyn, Raad van Verteenwoordigers;

“voorsitter”, met betrekking tot die raad, die Minister, met betrekking tot ’n streekwelsynsraad, die persoon wat ingevolge die Wet as voorsitter verkies is, met betrekking tot ’n uitvoerende komitee of welsynskomitee, die persoon wat ingevolge die Wet as voorsitter van sodanige komitee aangewys is, of die persoon wat ingevolge hierdie regulasies op ’n vergadering van sodanige raad of sodanige komitee voorsit, en met betrekking tot ’n appèlkomitee, die persoon in artikel 17 (3) (a) van die Wet bedoel;

“welsynbehoefes” die behoeftes waarvan die bevrediging noodsaaklik is vir gesonde fisieke, geestes-, maatskaplike en omgewingstoestande in die samelewing, by groepe persone, gesinne en individue,

en het iedere woord of uitdrukking waaraan in die Wet ’n betekenis geheg is, daardie betekenis.

SCHEDULE REGULATIONS

DEFINITIONS

1. In these regulations, unless otherwise indicated by the context—

“appeal committee” means a committee constituted in terms of section 17 (3) of the Act;

“appellant” means an organisation that has lodged an appeal in terms of section 17 of the Act;

“chairman” means, with reference to the council, the Minister, with reference to a regional welfare board, the person elected chairman in terms of the Act, with reference to an executive committee or welfare committee, the person who has been designated chairman of that committee in terms of the Act, or the person who in terms of these regulations presides at a meeting of such council, such regional welfare board or such a committee, and with reference to an appeal committee, the person referred to in section 17 (3) (a) of the Act;

“legal representative” means an advocate or an attorney;

“national council” means any organisation which in terms of its constitution has been established to organise and represent on a national or provincial basis welfare organisations pursuing objects which correspond substantially, and to promote, propagate and co-ordinate the interests, objects and activities of such welfare organisations and to act in an advisory capacity for such organisations;

“regional representative” means a person appointed to be head of a region of the Department of Health Services and Welfare, House of Representatives;

“registered address” means, in respect of an organisation, the place in the Republic which has been registered with the Director-General as the address at which the organisation concerned will accept the service of any notice in terms of the Act or these regulations in consequence of the conclusion of an agreement in terms of section 14;

“service field” means a field of work which is directed at the rendering or provision of services or facilities with regard to—

(a) care of the aged;

(b) care of the disabled;

(c) child and family care;

(d) social-pathological phenomena;

“the Act” means the Community Welfare Act (House of Representatives), 1987 (Act No. 104 of 1987);

“welfare needs” means those needs which must be satisfied for healthy physical, mental, social and environmental conditions in society with respect to groups of persons, families and individuals,

and any other word or expression shall have the meaning assigned thereto in the Act.

Kworum vir en prosedure by vergaderings van die Gemeenskapswelsynsadviesraad, van streekwelsynsrade en hul uitvoerende komitees en van welsynskomitees

2. (1) Die meerderheid van die aanwesige lede van die raad, 'n streekwelsynsraad of 'n uitvoerende komitee of 'n welsynskomitee vorm 'n kworum op 'n vergadering van sodanige raad of sodanige komitee, na gelang van die geval.

(2) Behoudens die bepalings van hierdie regulasies is die beslissing van die meerderheid van die lede van die raad, 'n streekwelsynsraad of 'n uitvoerende komitee of 'n welsynskomitee op 'n vergadering van die raad, sodanige streekwelsynsraad of sodanige komitee, na gelang van die geval, die beslissing van die raad, sodanige streekwelsynsraad of sodanige komitee.

3. (1) Die sekretaris van die raad, 'n streekwelsynsraad en sy uitvoerende komitee moet elke lid van die raad, sodanige streekwelsynsraad en sodanige komitee, en die sekretaris van 'n welsynskomitee moet elke lid van sodanige komitee, skriftelik in kennis stel van die datum en tyd waarop en die plek waar 'n vergadering van die betrokke raad of komitee, na gelang van die geval, gehou sal word.

(2) Sodanige kennisgewing moet vergesel gaan van 'n sakelys wat deur die voorsitter van die raad, streekwelsynsraad of welsynskomitee, na gelang van die geval, goedgekeur is en wat die sake uiteensit wat op bedoelde vergadering van sodanige raad of komitee oorweeg sal word.

(3) Iedere lid van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee moet iedere vergadering van sodanige raad of sodanige komitee, na gelang van die geval, bywoon tensy aan hom deur die voorsitter van die betrokke raad of komitee verlof verleen is om van sodanige vergadering afwesig te wees.

4. (1) Iedere vergadering van 'n streekwelsynsraad of uitvoerende komitee word gehou op die plek waarin die streekkantoor van die Departement van Gesondheidsdienste en Welsyn vir die streek waarvoor die betrokke streekwelsynsraad ingestel is, geleë is, tensy die voorsitter, in oorleg met die Direkteur-generaal, anders bepaal.

(2) Iedere vergadering van 'n welsynskomitee word gehou op die plek wat die streekwelsynsraad wat sodanige welsynskomitee ingestel het, in oorleg met die Direkteur-generaal aanwys.

(3) 'n Streekwelsynsraad, uitvoerende komitee of welsynskomitee vergader nie sonder die goedkeuring van die Direkteur-generaal meer as ses keer per jaar nie.

5. (1) By afwesigheid van die voorsitter sowel as die adjunk-voorsitter van 'n vergadering van 'n streekwelsynsraad of van 'n uitvoerende komitee kies die lede wat op sodanige vergadering van sodanige raad of sodanige uitvoerende komitee, na gelang van die geval, aanwesig is, 'n lid van bedoelde raad of uitvoerende komitee, wat aldus aanwesig is, om op sodanige vergadering voor te sit.

(2) Die voorsitter sit op alle vergaderings van 'n welsynskomitee voor en by afwesigheid van die voorsitter van 'n welsynskomitee van 'n vergadering van sodanige komitee kies die lede van sodanige komitee een van die lede wat op bedoelde vergadering aanwesig is, om op sodanige vergadering voor te sit.

Quorum for and procedure at meetings of the Community Welfare Advisory Council, of regional welfare boards and their executive committees and of welfare committees

2. (1) The majority of the members present of the council, a regional welfare board or an executive committee or a welfare committee shall constitute a quorum at a meeting of the council or such board or such a committee, as the case may be.

(2) Subject to the provisions of these regulations, the decision of the majority of the members of the council, a regional welfare board or an executive committee or a welfare committee at a meeting of the council, such regional welfare board or such a committee, as the case may be, shall be the decision of the council, such regional welfare board or such a committee.

3. (1) The secretaries of the council, a regional welfare board and its executive committee shall notify every member of the council, such regional welfare board and such committee, and the secretary of a welfare committee shall notify every member of such a committee in writing of the date on, and time at which and the place where a meeting of the council, a regional welfare board, an executive committee or a welfare committee concerned, as the case may be, shall be held.

(2) Such notice shall be accompanied by an agenda approved by the chairman of the council, regional welfare board or welfare committee, as the case may be, and setting out the matters to be considered at the said meeting of the council, regional welfare board or committee.

(3) Every member of the council, a regional welfare board, an executive committee or a welfare committee shall attend every meeting of the council, such regional welfare board or such a committee, as the case may be, unless he has been granted leave by the chairman of the council, regional welfare board or committee concerned to be absent from such meeting.

4. (1) Every meeting of a regional welfare board or executive committee shall be held at the place where the regional office of the Department of Health Services and Welfare is situated for the region for which the regional welfare board concerned was established, unless the chairman, in consultation with the Director-General determines otherwise.

(2) Every meeting of a welfare committee shall be held at the place that the regional welfare board that established such welfare committee, indicates in consultation with the Director-General.

(3) A regional welfare board, executive committee or welfare committee shall not meet more than six times per annum without the approval of the Director-General.

5. (1) In the absence of the chairman and the deputy chairman from a meeting of a regional welfare board or an executive committee, the members present at such meeting of such board or executive committee, as the case may be, shall elect a member of the said board or executive committee who is so present to preside at such meeting.

(2) The chairman shall preside at all meetings of a welfare committee and in the absence of the chairman of a welfare committee from a meeting of such committee the members of such committee shall elect one of the members present at the said meeting to preside at such meeting.

6. (1) Behoudens die bepalinge van regulasie 3 (2) word geen aangeleentheid wat nie in die sakelys bedoel in daardie regulasie, ingesluit is nie, op enige vergadering van die raad, 'n streekwelsynsraad of welsynskomitee oorweeg nie, tensy die meerderheid van die lede wat op sodanige vergadering aanwesig is, daartoe instem.

(2) 'n Lid van die raad kan minstens ses weke en 'n lid van die streekwelsynsraad of welsynskomitee kan minstens een maand voor 'n bepaalde vergadering van die raad, streekwelsynsraad of welsynskomitee, na gelang van die geval, die voorsitter verwittig van enige aangeleentheid wat hy verlang by die sakelys van daardie vergadering ingesluit moet word en daarop word sodanige aangeleentheid in die sakelys van sodanige vergadering ingesluit.

7. (1) Die prosedure op 'n vergadering van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee word, behalwe vir sover deur hierdie regulasies anders bepaal, bepaal deur die persoon wat op sodanige vergadering voorsit.

(2) Indien 'n lid van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee beswaar maak teen 'n beslissing gegee ingevolge subregulasie (1), word die vraag onmiddellik sonder verdere bespreking tot stemming gebring.

8. (1) Elke lid van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee, met inbegrip van die voorsitter, adjunk-voorsitter of 'n lid wat op 'n vergadering van sodanige raad of sodanige komitee voorsit, het by 'n vergadering van die betrokke raad of komitee een stem, en die voorsitter het by 'n staking van stemme ook 'n beslissende stem.

(2) Die stemme van die lede wat op 'n vergadering van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee aanwesig is, word uitgebring op die wyse bepaal deur die persoon wat op sodanige vergadering voorsit.

9. (1) Die sekretaris van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee moet notule hou van die verrigtinge by alle vergaderings van die betrokke raad of komitee.

(2) Sodanige notule moet 'n verklaring van die datum en plek van die vergadering insluit en moet 'n lys van die name van al die lede aanwesig by sodanige vergadering bevat.

(3) 'n Afskrif van sodanige notule moet so spoedig moontlik na afloop van iedere sodanige vergadering deur die sekretaris van die raad, die streekwelsynsraad, uitvoerende komitee of welsynskomitee aan elke lid van die betrokke raad of komitee na gelang van die geval, gestuur word, wat sodanige kommentaar as wat hy daarop wens te lewer, binne 21 dae nadat dit ontvang is aan bedoelde sekretaris moet voorlê.

(4) Die notule van die verrigtinge van 'n vergadering van die raad, 'n streekwelsynsraad, uitvoerende komitee of welsynskomitee na gelang van die geval, moet op die eersvolgende vergadering van die betrokke raad of komitee goedgekeur word, hetsy met of sonder wysigings, en moet deur die persoon wat op sodanige vergadering voorsit en deur die sekretaris van die betrokke raad of komitee onderteken word.

10. (1) 'n Beslissing van 'n uitvoerende komitee wat die werksaamhede verrig wat kragtens artikel 12 (4) (b) van die Wet aan hom opgedra is, word geag 'n beslissing van die betrokke streekwelsynsraad te wees.

(2) Die bepalinge van subregulasie (1) magtig nie die uitvoerende komitee om enige besluite van 'n streekwelsynsraad ter syde te stel of te wysig nie.

6. (1) Subject to the provisions of regulation 3 (2) no matter not included in the agenda referred to in that regulation shall be considered at any meeting of the council, a regional welfare board or a welfare committee, unless the majority of the members present at such meeting consent thereto.

(2) A member of the council may, at least six weeks, and a member of a regional welfare board or a welfare committee may, at least one month, before any specified meeting of the council, regional welfare board or welfare committee, as the case may be, inform the chairman of any matter which he desires to be included in the agenda of that meeting and thereupon such matter shall be included in the agenda of such meeting.

7. (1) The procedure at a meeting of the council, a regional welfare board, an executive committee or a welfare committee shall, except in so far as these regulations provide otherwise, be determined by the person presiding at such meeting.

(2) If a member of the council, a regional welfare board, an executive committee or a welfare committee objects to a decision given under subregulation (1), the question shall forthwith be put to the vote without any further discussion.

8. (1) Every member of the council, a regional welfare board, an executive committee or a welfare committee, including the chairman, deputy chairman or a member presiding at a meeting of the council, such regional welfare board or such a committee, shall have one vote at any meeting of the council, regional welfare board or committee concerned and in the event of an equality of votes the chairman shall in addition have a casting vote.

(2) The votes of the members present at a meeting of the council, a regional welfare board, an executive committee or a welfare committee, shall be cast in a manner determined by the person presiding at such meeting.

9. (1) The secretary of the council, a regional welfare board, an executive committee or a welfare committee shall keep minutes of the proceedings at all meetings of the council, regional welfare board or committee concerned.

(2) Such minutes shall include a statement of the date and place of the meeting and shall contain a list of the names of all the members present at such meeting.

(3) A copy of such minutes shall, as soon as possible after every such meeting, be forwarded by the secretary of the council, regional welfare board, executive committee or welfare committee, to each member of the council, the regional welfare board or committee concerned, as the case may be, who shall submit to the said secretary within 21 days of receipt thereof such comments as he may wish to make.

(4) The minutes of the proceedings of a meeting of the council, a regional welfare board, an executive committee or a welfare committee, as the case may be, shall be confirmed by the council, regional welfare board, executive committee or welfare committee at the first ensuing meeting of the council, regional welfare board or committee concerned, whether with or without amendments, and shall be signed by the person presiding at such meeting and by the secretary of the council, regional welfare board or committee concerned.

10. (1) A decision of an executive committee performing the functions conferred upon it under section 12 (4) (b) of the Act shall be deemed to be a decision of the regional welfare board concerned.

(2) The provisions of subregulation (1) shall not authorise the executive committee to set aside or amend any decisions of a regional welfare board.

11. Die administratiewe werk van 'n welsynskomitee word verrig deur 'n beampte in die Staatsdiens wat deur die Direkteur-generaal aangewys is en wat die sekretaris van bedoelde welsynskomitee heet.

Opstel van nominasielyste

12. (1) Organisasies kan die name voorlê van hoogstens vyf persone wat bevoeg en bereid is om in die streekwelsynsraad vir die betrokke streek te dien.

(2) 'n Organisasie lê nie 'n naam van 'n persoon ten opsigte van 'n streek voor as bedoelde organisasie se werksaamhede nie binne sodanige streek uitgevoer word nie.

Verslae deur streekwelsynsrade

13. (1) Iedere streekwelsynsraad moet minstens twee keer in elke finansiële jaar oor sy werksaamhede aan die Minister verslag doen by wyse van 'n skriftelike verslag wat formeel deur die betrokke streekwelsynsraad goedgekeur is en waarin die volgende aspekte onder andere uitgelig word:

- (a) Bedieningsgebied.
- (b) Getal vergaderings gehou.
- (c) Samestelling en bywoning van vergaderings.
- (d) Werksaamhede van diensgroepe (getal diensgroepe).
- (e) Knelpunte en verskynsels wat die streekwelsynsraad onder die Minister se aandag wil bring.

(2) Die verslag in subregulasie (1) vermeld, moet tydens 'n vergadering van die raad mondelings voorgedra word deur die betrokke lid van die streekwelsynsraad.

Welsynsprogram

14. (1) Iedere streekwelsynsraad moet met die oog op die opstelling van sy welsynsprogram in artikel 12 (1) (b) van die Wet bedoel, 'n opgawe in die vorm van Bylae A saamstel ten opsigte van die diens of gerief wat nodig is om te voorsien in iedere welsynsbehoefte wat in 'n bepaalde diensveld in sy streek bestaan.

(2) Die welsynsprogram van 'n streek word opgestel uit al die opgawes wat ingevolge subregulasie (1) ten opsigte van sodanige streek saamgestel is.

(3) Behoudens die bepalings van artikel 13 van die Wet, moet iedere streekwelsynsraad voor of op 30 April van iedere jaar sy in subregulasie (2) bedoelde welsynsprogram vir oorweging deur die Minister aan die Direkteur-generaal stuur.

GOEDKEURING VAN DIENSPROGRAMME EN REGISTRASIE VAN OOREENKOMSTE VIR UITVOERING VAN DIENSPROGRAMME

Vereistes waaraan organisasies moet voldoen

15. (1) (a) 'n Organisasie vir die doeleindes van hierdie regulasies, is 'n organisasie wat welsynsdienste verrig wat inpas by die welsynsprogram wat deur 'n streekwelsynsraad goedgekeur is vir 'n streek waarbinne die organisasie se werksaamhede uitgevoer word en moet vir die doeleindes van die Wet uit die volgende bestaan:

- (i) 'n Vereniging wat ingevolge artikel 21 van die Maatskappywet, 1973 (Wet No. 61 van 1973), ingelyf is as 'n maatskappy beperk deur garansie; of
- (ii) 'n vereniging wat met regspersoonlikheid bekleed is deurdat—
 - (aa) dit ingevolge 'n skriftelike grondwet bevoeg is om sonder winsoogmerk in sy

11. The administrative work of a welfare committee shall be performed by an officer in the Public Service designated by the Director-General, which officer shall be known as the secretary of the said welfare committee.

Compilation of nomination lists

12. (1) Organisations may submit the names of not more than five persons who are competent and willing to serve on the regional welfare board for the region concerned.

(2) An organisation shall not submit the name of a person in respect of a region if the said organisation does not perform its functions in the region concerned.

Reports by regional welfare boards

13. (1) Every regional welfare board shall report at least twice during every financial year to the Minister on its activities by means of a written report which has been formally approved by the regional welfare board concerned and which highlights aspects such as the following:

- (a) Area served.
- (b) The number of meetings held.
- (c) The composition of and attendance at meetings.
- (d) The activities of service groups (number of service groups).
- (e) The problems and phenomena that the regional welfare board wishes to bring to the Minister's attention.

(2) The report referred to in subregulation (1) shall be presented verbally during a meeting of the council by the regional welfare board member concerned.

Welfare programme

14. (1) Every regional welfare board shall with a view to preparing its welfare programme referred to in section 12 (1) (b) of the Act, compile a return in the form of Annexure A regarding the service or facility necessary to satisfy every welfare need in a particular service field in its region.

(2) The welfare programme of a region is drawn up from all the returns that were compiled in terms of subregulation (1) in respect of such region.

(3) Subject to the provisions of section 13 of the Act, every regional welfare board shall on or before 30 April every year submit to the Director-General the welfare program referred to in subregulation (2) for consideration by the Minister.

APPROVAL OF SERVICE PROGRAMMES AND REGISTRATION OF AGREEMENTS FOR IMPLEMENTATION OF SERVICE PROGRAMMES

Requirements that organisations shall adhere to

15. (1) (a) For the purposes of these regulations an organisation shall be an organisation that performs welfare services that accord with the welfare programme approved by a regional welfare board for a region within which the organisation performs its functions and shall for the purposes of the Act consists of the following:

- (i) An association incorporated in terms of section 21 of the Companies Act, 1973 (Act No. 61 of 1973), as a company limited by guarantee; or
- (ii) a corporate association by virtue thereof that—
 - (aa) it is empowered by a written constitution, not for gain, in its own name and in per-

- die naam en met ewigdurende opvolging regte te verkry en sy pligte ingevolge die Wet en hierdie regulasies te verrig;
- (bb) sy grondwet verbied dat enigeen van sy lede enige reg tot die bates en eiendom van die organisasie het of verkry voort-spruitende uit sy lidmaatskap van die organisasie; en
- (cc) sy grondwet bestuur word deur 'n uitvoerende komitee van minstens drie persone;
- (iii) 'n organisasie sonder regspersoonlikheid bestaande uit nie minder as drie en nie meer as 10 persone nie wat skriftelik ooreengekom het om gesamentlik verantwoordelikheid te aanvaar vir die lewering sonder winsoogmerk van 'n welsynsdienst;
- (iv) 'n liefdadigheidstrust of -stigting wat tot stand gebring is deur middel van 'n geldige testament of ooreenkoms *inter vivos* waardeur—
- (aa) die eienaarskap van 'n bepaalde bate of aantal bates, of die reg tot 'n bedrag geld onderworpe is aan beperkings op die gebruik daarvan vir liefdadigheidsdoeleindes alleen; of
- (bb) die reg tot gebruik van 'n bepaalde bate, 'n aantal bates of 'n bepaalde inkomste of inkomstes, gereseveer is vir liefdadigheidsdoeleindes alleen;
- (v) 'n plaaslike owerheid soos omskryf in die Wet op die Bevordering van Plaaslike Owerheidsaangeleenthede, 1983 (Wet No. 91 van 1983).
- (b) Sodanige organisasie moet—
- (i) 'n afskrif van sy skeppingsakte, grondwet of skeppingsooreenkoms aan die Direkteur-generaal voorlê, asook 'n lys van die name en adresse van sy ampsdraers;
- (ii) behoorlik geouditeerde en volledige finansiële verslae ten opsigte van die voorafgaande twee finansiële jare aan die Direkteur-generaal voorlê, tensy skriftelike vrystelling deur die Direkteur-generaal verleen word.
- (2) Die betaling van toekennings wat kragtens artikel 20 van die Wet gedoen is, geskied ooreenkomstig die ooreenkoms aangegaan tussen die Direkteur-generaal en die organisasie ingevolge artikel 14 van die Wet.
- (3) Die Direkteur-generaal mag nie aan 'n organisasie geld betaal ingevolge 'n toekenning kragtens artikel 20 van die Wet nie indien—
- (a) sodanige organisasie in die geheel of gedeeltelik afhanklik is van fondse wat van die publiek ingesamel is of staan te word en indien sodanige organisasie nie bewys gelewer het daarvan dat magtiging ingevolge die Wet op Fondsinsameling, No. 107 van 1978, aan sodanige organisasie verleen is vir sodanige insameling nie;
- (b) sodanige organisasie nie aan die Direkteur-generaal al die dokumente voorgelê het wat ingevolge hierdie regulasies aldus voorgelê moet word nie, en nie aan al die ander vereistes van hierdie regulasies voldoen het nie.
- (4) Iedere ooreenkoms in subregulasie (2) bedoel moet die volgende inligting bevat:
- (a) Die verwysingsnommer daaraan toegewys deur die sekretaris van die betrokke streekwelsynsraad en die Direkteur-generaal;
- petual succession, to acquire rights and to perform its duties under the Act and these regulations;
- (bb) its constitution prohibits any member from having or acquiring any right in respect of the assets and property of the organisation as a result of his membership of such organisation; and
- (cc) its constitution is managed by an executive committee of at least three persons;
- (iii) an unincorporate organisation consisting of not less than three and not more than 10 persons who have agreed in writing to accept joint responsibility for the performance not for gain of a welfare service;
- (iv) a charitable trust or foundation which has been created by means of a valid will or agreement *inter vivos* whereby—
- (aa) the ownership of a certain asset or number of assets, or the right to a sum of money, is subject to limitations on the use thereof for charitable purposes only; or
- (bb) the right to use of a certain asset, a number of assets or a particular income or incomes is reserved for charitable purposes only;
- (v) A local authority as defined in the Promotion of Local Government Affairs, Act, 1983 (Act No. 91 of 1983).
- (b) Such organisation shall—
- (i) submit to the Director-General a copy of its deed of incorporation, constitution or charter and a list of the names and addresses of its officials;
- (ii) submit to the Director-General complete and properly audited financial reports in respect of the two financial years preceding, unless exempted therefrom by the Director-General in writing.
- (2) The payment of grants made in terms of section 20 of the Act shall be in accordance with the agreement concluded between the Director-General and the organisation in terms of section 14 of the Act.
- (3) The Director-General shall not make any payment of money to any organisation in accordance with a grant made in terms of section 20 of the Act if—
- (a) such organisation is wholly or partly dependent on funds raised or to be raised from the public and if such organisation has failed to deliver proof that it has been granted an authority in terms of the Fund-raising Act, No. 107 of 1978, to so raise funds;
- (b) such organisation has not submitted to the Director-General all the documents which are required under these regulations to be so submitted, and has not complied with all the other requirements of these regulations.
- (4) Every agreement referred to in subregulation (2) shall contain the following:
- (a) The reference number allocated to it by the secretary of the regional welfare board concerned and the Director-General;

- (b) die datum van die ooreenkoms;
- (c) die name en adresse van die partye by die ooreenkoms;
- (d) die doelstellings waarvoor, die wyse waarop, die tydperk waartydens en die streek waarin die ooreenkoms nagekom en die diensprogram uitgevoer moet word;
- (e) die voorwaardes waarop en die formule waarvolgens die kontrakterende organisasie vergoed sal word.

Gevolge van ooreenkomste

16. (1) Nadat 'n ooreenkoms tussen die Direkteur-generaal en 'n organisasie aangegaan is ooreenkomstig die bepalings van artikel 14 van die Wet, is die volgende spesiale voorwaardes van toepassing:

- (a) Dat sodanige ooreenkoms nie oordraagbaar is nie;
- (b) dat die welsynsdienste wat gelewer word deur of vir of namens die organisasie of tak met wie die ooreenkoms aangegaan is, te alle redelike tye deur 'n beampte in diens van die staat geïnspekteer kan word;
- (c) dat bedoelde organisasie of tak op die tye wat die betrokke streekwelsynsraad bepaal die verslae, opgawes en statistieke met betrekking tot die welsynsdienste wat hy lewer, aan bedoelde raad moet verstrek;
- (d) dat die rekords van sodanige organisasie of tak vir 'n tydperk van minstens drie jaar by sy geregistreerde adres bewaar moet word;
- (e) dat 'n organisasie of tak wat welsynsdienste lewer die rekords in stand hou wat gewoonlik ingevolge gevestigde gebruik in stand gehou word;
- (f) dat notule gehou word van die verrigtinge op enige vergadering van bedoelde organisasie of tak;
- (g) dat bedoelde organisasie of tak die betekening van enige kennisgewing ingevolge die wet of regulasies by sy geregistreerde adres moet aanvaar.

(2) Die sekretaris van 'n streekwelsynsraad hou 'n register van organisasies en takke en hul diensprogramme waarin hy ten opsigte van iedere diensprogram die volgende besonderhede aanteken of laat aanteken:

- (a) Die betrokke streekwelsynsraad se beslissing met betrekking tot die bedoelde organisasie of tak se aansoek om goedkeuring van 'n diensprogram;
- (b) die Direkteur-generaal se beslissing met betrekking tot die aangaan van 'n ooreenkoms met die bedoelde organisasie of tak;
- (c) al die besonderhede wat in die ooreenkoms in regulasie 15 (4) bedoel, vervat is;
- (d) besonderhede van enige wysiging, opskorting of beëindiging van sodanige ooreenkoms ingevolge artikel 16 van die Wet met vermelding van die datum waarop sodanige wysiging, opskorting of beëindiging van krag word en in die geval van enige opskorting van sodanige ooreenkoms ook die tydperk van sodanige opskorting.

- (b) the date of the agreement;
- (c) the names and addresses of the parties to the agreement;
- (d) the aims for which, the manner in which, the period during which and the region within which the agreement shall be fulfilled and the service programme shall be implemented;
- (e) the conditions on which and the formula whereby the contracting organisation will be remunerated.

Consequences of agreements

16. (1) Once an agreement has been concluded between the Director-General and an organisation in terms of section 14 of the Act, the following special conditions shall apply:

- (a) That such agreement not be transferable;
- (b) that the welfare services which are rendered by or for or on behalf of the organisation or branch with whom the agreement has been concluded, may at all reasonable times be inspected by an officer in the service of the State;
- (c) that such organisation or branch at the times to be determined by the regional welfare board concerned, furnish the said board with reports, returns and statistics in connection with the welfare services which it renders;
- (d) that the records of such organisation or branch be preserved at its registered address for a period of at least three years;
- (e) that an organisation or branch which renders welfare services maintain such records as are normally kept according to normal practice;
- (f) that minutes be kept of the proceedings at any meeting of such organisation or branch;
- (g) that such organisation or branch accept service of any notice in terms of the Act or regulations at its registered address.

(2) The secretary of a regional welfare board shall keep a register of organisations and branches and their service programmes in which he shall, in respect of each service programme, enter or cause to be entered the following particulars:

- (a) The decision of the regional welfare board concerned regarding the application of such organisation or branch for the approval of a service programme;
- (b) the decision of the Director-General regarding the conclusion of an agreement with such an organisation or branch;
- (c) all the particulars contained in the agreement referred to in regulation 15 (4);
- (d) particulars of any amendment, suspension or termination of such agreement in terms of section 16 of the Act with reference to the date on which such amendment, suspension or termination becomes effective and in the case of any suspension of such agreement also the period of such suspension.

Goedkeuring van diensprogramme

17. (1) Iedere diensprogram wat ingevolge artikel 15 van die Wet aan 'n streekwelsynsraad voorgelê word vir goedkeuring, moet aan die volgende vereistes voldoen:

- (a) In 'n wesentlike en bevestigde gemeenskapsbehoefte voorsien.
- (b) Die beginsels van gemeenskapontwikkeling nastreef, naamlik—
 - (i) gemeenskapsbetrokkenheid;
 - (ii) gemeenskapsdeelname;
 - (iii) gemeenskapsselfhelp;
 - (iv) ontwikkeling van mensepotensiaal;
 - (v) erkenning en beskerming van menswaardigheid;
 - (vi) mobilisering van hulpbronne;
 - (vii) voorkomings- en ontwikkelingsgerig wees.
- (c) 'n Integreerende deel uitmaak van die welsynsprogram van die betrokke streek.
- (d) Saamgestel wees in die vorm van Bylae B.

Wysiging, opskorting en beëindiging van ooreenkomste

18. (1) Die Direkteur-generaal kan na oorlegpleging met die betrokke streekwelsynsraad 'n ooreenkoms wysig of opskort vir die tydperk wat hy nodig ag, of die ooreenkoms beëindig indien—

- (a) 'n voorwaarde van die ooreenkoms nie deur 'n organisasie nagekom word nie; of
- (b) die betrokke diensprogram nie na behore uitgevoer word nie.

(2) Die geldelike toekenning word onmiddellik gestaak en die Direkteur-generaal skort onmiddellik die betrokke ooreenkoms op wanneer dit onder die aandag van die Direkteur-generaal kom dat die organisasie van voorneme is om te ontbind of indien die Direkteur-generaal om goeie redes oortuig is dat die organisasie nie langer in staat is om die welsyniens te lewer nie, in welke geval die Direkteur-generaal nie enige verdere betalings aan die organisasie sal maak nie en die nodige stappe sal doen om al die oorbetalde geld wat dan nog nie aangewend is ter uitvoering van die betrokke diensprogram nie van die organisasie terug te vorder.

Appel teen beslissings van die streekwelsynsraad of Direkteur-generaal

19. (1) Appel ingevolge artikel 17(1) van die Wet word aangeteken deurdat die betrokke organisasie binne 'n tydperk van 30 dae na die datum waarop hy verneem het van die beslissing waarteen daar geappelleer word, en binne 14 dae nadat kennis van sy voorneme om te appelleer aan die sekretaris van die betrokke streekwelsynsraad en aan die Direkteur-generaal gegee is, skriftelike verhoë aan die Minister rig per geregistreerde pos, waarin die beslissings of gedeelte van die beslissings waarteen geappelleer word, aangehaal word, en die redes vir die appel uiteengesit word.

(2) Die appellant moet binne drie dae na die versending van sodanige verhoë aan die sekretaris van die betrokke streekwelsynsraad en die Direkteur-generaal lewer.

(3) Die gemeenregtelike reëls van natuurlike geregtigheid moet by die aanhoor van so 'n appel gehandhaaf word.

Approval of service programmes

17. (1) Every service programme which is submitted to a regional welfare board for approval in terms of section 15 of the Act shall comply with the following requirements:

- (a) Provide in an essential and confirmed community need.
- (b) Fulfill the principles of community development, namely—
 - (i) community involvement;
 - (ii) community participation;
 - (iii) community self-help;
 - (iv) development of human potential;
 - (v) acknowledgement and protection of the dignity of human beings
 - (vi) mobilisation of resources;
 - (vii) prevention and development orientation.
- (c) Form an integral part of the welfare programme of the region concerned.
- (d) Be compiled in the form of Annexure B.

Amendment, suspension and termination of agreements

18. (1) The Director-General may, after consultation with the regional welfare board concerned, amend or suspend an agreement for the period he deems necessary, or terminate the agreement if—

- (a) an organisation does not comply with a condition of the agreement; or
- (b) the particular service programme is not properly implemented.

(2) The financial grant shall immediately be discontinued and the Director-General shall immediately suspend the agreement concerned when it comes to the attention of the Director-General that the organisation intends to dissolve, or if the Director-General, for good reasons, is satisfied that the organisation is no longer able to render the welfare service, in which case the Director-General shall not make any further payments to the organisation and shall take the necessary steps to reclaim from the organisation all moneys paid to the organisation which have not yet been used for the implementation of the service programme concerned.

Appeal against decisions of the regional welfare board or the Director-General

19. (1) Appeal in terms of section 17(1) of the Act shall be made by the organisation concerned within a period of 30 days from the date on which a decision against which appeal is being made became known to it and within 14 days after notice of its intention to appeal was given to the secretary of the regional welfare board concerned and to the Director-General, by submitting written representations per registered post to the Minister setting out the decision or part of the decision against which appeal is being made as well as the reasons for such appeal.

(2) The appellant shall within three days after sending such representation to the Minister, furnish the secretary of the regional welfare board concerned and the Director-General with copies of such representation.

(3) The common-law code of natural justice shall apply at the hearing of such appeal.

(4) Die appèlkomitee moet binne 21 dae na ontvangs van die appèl tot 'n beslissing kom en die voorsitter moet die appellant, die betrokke streekwelsynsraad, die Direkteur-generaal en die Minister so gou doenlik, maar nie later nie as 21 dae na die beslissing, skriftelik van die uitslag van die appèl verwittig.

(5) Die voorsitter moet notule van die verrigtinge hou of laat hou.

Geldelike toekennings aan organisasies of takke van organisasies

20. (1) 'n Toekenning kragtens artikel 20 (1) van die Wet is maandeliks betaalbaar, of in paaiemente, soos die Direkteur-generaal mag besluit, en is onderworpe aan die volgende voorwaardes:

- (a) Dat fondse nie uitbetaal word nie alvorens die organisasie die diensprogram in praktyk gestel het nie;
- (b) dat met inagneming van die vereistes gestel ingevolge artikels 14 en 15 van die Wet, die geld gebruik word slegs vir die uitvoering van 'n gespesifiseerde diensprogram;
- (c) dat die werksaamhede van die organisasie en die uitvoering van die diensprogram te eniger tyd geïnspekteer kan word deur 'n beamppte in diens van die staat, wat deur die Direkteur-generaal vir die doel aangewys word, en dat alle dokumente of inligting wat redelikerwys vir die doel van die inspeksie nodig is, deur bedoelde organisasie aan bedoelde beamppte verstrekk of beskikbaar gestel word;
- (d) dat die toekenning te eniger tyd gestaak kan word as daar gevind word dat die besteding van die geld nie in ooreenstemming is met die doelwitte van die betrokke diensprogram nie;
- (e) waar 'n nasionale raad betrokke is, die toekenning in oorleg met sodanige raad gedoen word;
- (f) dat 'n nasionale raad of 'n organisasie, na gelang van die geval, 'n beraming van sy inkomste en uitgawes aan die Direkteur-generaal verstrekk op die wyse en die tye wat die Direkteur-generaal bepaal;
- (g) dat 'n nasionale raad of 'n organisasie, na gelang van die geval, sodanige opgawes, verslae of statistieke aan die Direkteur-generaal verstrekk op die tye en op die wyse as wat die Direkteur-generaal van tyd tot tyd bepaal.

Begroting

21. (1) Iedere streekwelsynsraad moet jaarliks nie later nie as 30 April by die Streekvertegenwoordiger 'n begroting indien van die verwagte uitgawes van die streekwelsynsraad vir die eersvolgende finansiële jaar.

(2) 'n Welsynskomitee moet jaarliks nie later nie as 31 Januarie 'n begroting by die betrokke streekwelsynsraad indien van sy verwagte uitgawes vir die finansiële jaar in subregulasie (1) bedoel.

(4) The appeal committee shall make a decision within 21 days after receipt of the appeal and the chairman shall inform the appellant, the regional welfare board concerned, the Director-General and the Minister in writing of the outcome of the appeal as soon as possible, but not later than 21 days after the outcome of the appeal.

(5) The chairman shall keep or cause to be kept a record of the proceedings.

Financial grants to organisations or branches of organisations

20. (1) A grant in terms of section 20 (1) of the Act shall be payable monthly, or in instalments, as decided by the Director-General and shall be subject to the following conditions:

- (a) That funds not be paid before the organisation has put the service programme into operation;
- (b) that with due regard to the requirements set in terms of sections 14 and 15 of the Act, the money be used for the implementation of a specified services programme only;
- (c) that the activities of the organisation and the implementation of the service programme may be inspected at any time by an official employed by the State and appointed by the Director-General for this purpose, and that all documents or information which may reasonably be needed for the purpose of the inspection, be furnished or made available by such organisation to such official;
- (d) that the grant be discontinued at any time if it is found that the money is not expended in accordance with the objectives of the service programme concerned;
- (e) where a national council is involved, the grant be made in consultation with such council;
- (f) that a national council or an organisation, as the case may be, furnish the Director-General in the manner and at the times determined by the Director-General with an estimate of its income and expenditure;
- (g) that a national council or an organisation, as the case may be, furnish the Director-General with such returns, reports or statistics at the times and in the manner as the Director-General may determine from time to time.

Estimates

21. (1) Every regional welfare board shall annually not later than 30 April, submit to the Regional Representative an estimate of the expected expenditure of the regional welfare board for the ensuing financial year.

(2) A welfare committee shall annually not later than 31 January, submit to the regional welfare board concerned an estimate of its expected expenditure for the financial year referred to in subregulation (1).

11.2 DIENSTE/FASILITEITE BEPLAN SERVICES/FACILITIES PLANNED

Bronne Sources	Organisa- siasie Organisa- tion	Kerke Churches	Privaat- maatskappye Private companies		
Hoofsaaklik Staatsubsidie Mainly State subsidy					
Hoofsaaklik privaatsektor Mainly private sector					
Eie fondse Own funds					

11.3 DIENSTE/FASILITEITE BENODIG: SERVICES/FACILITIES NEEDED:

Bronne Sources	Organisa- siasie Organisa- tion	Kerke Churches	Privaat- maatskappye Private companies		
Hoofsaaklik Staatsubsidie Mainly State subsidy					
Hoofsaaklik privaatsektor Mainly private sector					
Eie fondse Own funds					

KAT.	1. *ORGANISASIE/ORGANISATION
01	WO's/WOs.
02	Kerke/Churches.
03	Privaatmaatskappy/Private Co.
04	Staat/State.
05	Plaaslike owerhede/Local Authorities.
06	Verenigings/Societies.
07	Trust/Trust.
08	SDR/Regional Services Council.
09	Nas. Rade/National Councils.
010	Stigtings/Foundation.
011	Nuts Maatskappy/Utility Co.
012	
013	
014	
015	
016	
017	
018	
019	
020	

KAT.	2. **DIENSVELD/SERVICE FIELD
01	Gestremdesorg/Disabled Care.
02	Bejaardesorg/Aged Care.
03	Kinder- en Gesinsorg/Child and Family Care.
04	Sos. Pat. Verskynsels/Social Pathology.

**BYLAE B
ANNEXURE B****AANSOEK OM GOEDKEURING VAN 'N DIENSPROGRAM INGEVOLGE ARTIKEL 15 VAN DIE GEMEENSKAPSWELSYNSWET
(RAAD VAN VERTEENWOORDIGERS), 1987 (WET No. 104 VAN 1987)****APPLICATION FOR THE APPROVAL OF A SERVICE PROGRAMME IN TERMS OF SECTION 15 OF THE COMMUNITY WELFARE
ACT (HOUSE OF REPRESENTATIVES), 1987 (ACT No. 104 OF 1987)****1. IDENTIFISERENDE BESONDERHEDE:
IDENTIFYING DETAILS:**

1.1 Naam van organisasie:
Name of organisation:

1.2 Adres:
Address:

1.3 Fondsinsamelingsnommer (indien van toepassing):
Fund-raising number (if applicable):

1.4 Diensveld:
Service field:

1.5 Organisasie en/of Nasionale Raad waarby geaffilieer:
Organisation and/or National Council affiliated to:

**2. VERKLARING VAN BEHOEFTE/PROBLEEM:
DESCRIPTION OF NEED/PROBLEM:**

2.1 Verduidelik kortliks die behoefte/probleem wat aangespreek moet word:
Briefly describe the need/problem that must be addressed:

2.2 Veruidelik kortliks die aard van die diensprogram wat voorgestel word:
Briefly describe the nature of the service programme that is being proposed:

**3. GEMEENSKAPSPROFIEL:
COMMUNITY PROFILE:**

3.1 Gee 'n kort beskrywing van die gemeenskap waarin die diensprogram beoog word:
Give a brief description of the community for which the service programme is intended:

**4. AARD VAN BEHOEFTE/PROBLEEM:
NATURE OF NEED/PROBLEM:**

4.1 Waardes:
Values:

4.1.1 Beskryf die waardes wat deur die probleem/behoefte bedreig word:
Describe the values that are being threatened by the problem/need:

4.2 *Mense:*
People:

4.2.1 Beskryf die mense wat beïnvloed word en meld getalle:
Describe the people who are being influenced and give their numbers:

4.2.2 Hoe lank word hulle reeds beïnvloed en met watter gevolg?
For how long have they been influenced and what are the consequences?

4.3 Hulpbronne: Resources:

4.3.1 Beskryf die programme, dienste en fasiliteite wat in die gemeenskap bestaan en waarom dit onvoldoende is om die behoefte/probleem aan te spreek:
Describe the programmes, services and facilities that exist in the community and why they are inadequate for the need/problem:

4.3.2 Meld of daar enige vorige pogings van organisasies was om die behoefte/probleem aan te spreek en die resultate daarvan:
State any previous attempts by organisations to meet the need/solve the problem and the results achieved:

5. DIE ORGANISASIE: THE ORGANISATION:

5.1 Is die Bestuur saamgestel in ooreenstemming met die grondwet? Indien “nee”, verduidelik asseblief:
Is the Management formed in accordance with the constitution? If not, please explain:

5.2 Funksioneer die Bestuur in ooreenstemming met die bepalings van die grondwet? Indien “nee”, verduidelik asseblief:
Does the Management function in accordance with the constitution? If not, please explain:

5.3 Maak die grondwet die lewering van die diensprogram moontlik?
Does the constitution make the rendering of the service programme possible?

5.4 Beskryf die spesifieke eienskappe van die Organisasie wat dit geskik maak om die voorgestelde diensprogram uit te voer:
Describe the specific characteristics of the Organisation that make it suitable for carrying out the proposed programme:

- 5.5 Beskryf en motiveer die mate waarin die Organisasie die gemeenskap se steun geniet:
Describe and substantiate the extent to which the Organisation is supported by the community:
- 5.6 Heg die afskrif aan van die Organisasie se grondwet/skeppingsakte/skeppingsooreenkoms:
Attach a copy of the Organisation's constitution/deed of incorporation/charter:
6. DOELSTELLINGS EN DOELWITTE VAN DIE PROGRAM:
AIMS AND OBJECTIVES OF THE PROGRAMME:
- 6.1 Meld die oorhoofse doelstelling van die diensprogram:
State the overall aim of the service programme:
- 6.2 Meld die doelwitte van die diensprogram:
State the objectives of the service programme:
- 6.3 Meld kortliks die aksies wat beoog word ter bereiking van die doelwitte (byvoorbeeld huweliksverrykingskursus, bewusmakingsveldtog met betrekking tot die voorkoming van tuberkulose):
Briefly state the steps that are envisaged to achieve the objectives (e.g. marriage enrichment courses, awareness campaigns regarding the incidence of TB):
- 6.4 Noem die indikator(e) wat deur die onderskeie aksies aangespreek sal word (nie meer as twee indikatore by 'n aksie nie):
Name the indicator(s) which will be addressed by the step planned (not more than two indicators per step):
- 6.5 Spesifiseer watter doelwitte van die Streekwelsynsraad (sien welsynsprogramme) aangespreek word:
Specify which objectives of the Regional Welfare Board are being addressed (see welfare programmes):
7. WERKMETODES EN PROSEDURES:
WORKING METHODS AND PROCEDURES:
- 7.1 Beskryf kortliks die werkmodes en prosedures wat gebruik sal word om die program uit te voer:
Describe briefly the methods and procedures that will be used to implement the programme:

- 7.2 Maak 'n lys van die riglyne/handleidings wat die werkmetodes en prosedures bevat en wat aan die personeel en vrywilligers verskaf sal word:

List the guidelines/manuals that contain the methods and procedures and that will be supplied to the staff and volunteers:

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8. ORGANISASIE:
ORGANISATION:

- 8.1 Beskryf die wyse waarop die werk georganiseer en gedelegeer sal word:
Describe how the work will be organised and delegated:

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- 8.2 Beskryf hoe kontrolekaarte, vloei-diagramme en ander organisatoriese hulpmiddels aangewend sal word om die program te bevorder:

Describe how control cards, flow charts and other organisational aids will be used to promote the programme:

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9. PERSONEEL:
STAFF:

- 9.1 Verskaf pligstate en taakomsrywings van elke personeelid wat betrokke is by die program (heg aan):
Furnish duty sheets and job descriptions of each staff member involved in the programme (attach hereto):

- 9.2 Beskryf hoe personeel gewerf en geselekteer sal word vir aanstelling:
Describe how staff will be recruited and selected for appointment:

.....

.....

.....

.....

.....

- 9.3 Verduidelik die personeelklassifikasie en -hiërargie (heg aan):
Describe the classification and hierarchy of the staff (attach hereto):

- 9.4 Beskryf die metodes van personeelbestuur en die maatreëls wat toegepas sal word met betrekking tot aanspreeklikheid (heg aan):
Describe the methods of personnel management and the measures that will be applied in respect of accountability (attach hereto):

- 9.5 Beskryf die wyse waarop beskikbare mannekrag aangewend word/sal word (heg aan):
Describe the manner in which the available staff are, or will be, used (attach hereto):

- 9.6 Verstrek die programme vir indiensopleiding van personeel (heg aan):
Furnish the staff in-service-training programmes (attach hereto):
- 9.7 Beskryf die program vir personeelontwikkeling en -evaluering (heg aan):
Describe of the programme for personnel development and evaluation (attach hereto):
10. BETROKKENHEID VAN VRYWILLIGERS:
INVOLVEMENT OF VOLUNTEERS:
- 10.1 Gee besonderhede van die getal vrywilligers wat betrokke is asook die tyd wat aan die program bestee word:
Give details of the number of volunteers involved and the time allotted to the programme:
- 10.2 Beskryf kortliks die prosedure vir die werwing en keuring sowel as enige spesifieke kriteria met betrekking tot die insluiting van vrywilligers:
Describe briefly the procedure for recruitment and selection and the specific criteria regarding the inclusion of volunteers:
- 10.3 Beskryf die pligte van vrywilligers (heg aan):
Describe the duties of volunteers (attach hereto):
- 10.4 Beskryf die opleiding en supervisie van vrywilligers (heg aan):
Describe the training and supervision of volunteers (attach hereto):
- 10.5 Beskryf hoe vrywilligers inpas by die organisasie en sy bedrywighede (heg aan):
Describe how volunteers are accommodated in the organisation and its activities (attached hereto):
- 10.6 Verstrek besonderhede van enige vorm van vergoeding van vrywilligers:
Give details of any kind of remuneration of volunteers:
11. FINANSIES:
FINANCES:
- 11.1 Verskaf 'n 4-jaar-skatting van verwagte uitgawes vir die program na aanleiding van geformuleerde doelwitte en dienste:
Furnish an estimate of the expenditure that will be needed over four years to finance the objectives and services described in the programme:
- 11.2 Verskaf 'n 4-jaar-skatting van die verwagte inkomste vir die program en spesifiseer die bron en aard daarvan:
Furnish an estimate of expected income over four years for the programme and specify the source and nature thereof:

- 11.3 Verduidelik die wyse waarop finansiële rekords gehou word/sal word:
Explain the manner in which financial records are/will be kept:
- 11.4 Beskryf hoe finansiële aspekte betreffende die program in die organisasie se finansiële opgawes weerspieël word/sal word:
Describe how financial aspects of the programme are/will be reflected in the organisation's financial returns:
- 11.5 Beskryf hoe die uitgawes verbonde aan die program gemagtig word/sal word:
Describe how the expenditure relating to the programme is/will be authorised:
- 11.6 Verduidelik hoe die program se uitgawes gemonitor word/sal word en deur wie (komitee/bestuur):
Explain how expenditure relating to the programme is/will be controlled and by whom (committee/management):
- 11.7 Heg opgawes aan van die afgelope twee jaar se finansiële state:
Attach copies of the financial statements of the past two years:
12. **PROGRAMEVALUERING:**
PROGRAMME EVALUATION:
Verduidelik hoe beplan word om die program te evaluer met betrekking tot die volgende:
Explain how the programme is to be evaluated with regard to the following:
- 12.1 Die omvang van bedrywighede binne die program, byvoorbeeld getal onderhoude, groepwerksessies en vergaderings:
The extent of the activities in the programme, e.g. the number of interviews, groupwork sessions and meetings:
- 12.2 Die resultaat van die program in terme van kwantifiseerbare maatstawwe, byvoorbeeld die persentasie afname in afwesigheid op Maandae (te wyte aan alkoholisme) by fabriek:
The result achieved by the programme expressed in quantifiable terms, e.g. the percentage drop in absenteeism on Mondays (owing to alcoholism) at factories:
- 12.3 Die resultaat van die program in terme van die mate waarin die behoefte/probleem afgeneem het:
The results achieved by the programme in terms of the extent to which the need/problem has been reduced:
- 12.4 Die koste-effektiwiteit van die program:
The cost-effectiveness of the programme:
- 12.5 Die manier waarop die program uitgevoer word in terme van beleid, organisasie, personeel, werkmodes, ens.:
The manner in which the programme is implemented with respect to policy, organisation, staff, methods, etc.:

Voorsitter
Chairman

Takdirekteur
Branch Director

Datum
Date

Datum
Date

Aanbeveling van Nasionale Raad:
Recommendation of National Council:

Nasionale Direkteur
National Director

Datum
Date

GOEWERMENSKENNISGEWINGS

GOVERNMENT NOTICES

DEPARTEMENT VAN FINANSIES

DEPARTMENT OF FINANCE

No. R. 2281

27 Oktober 1989

No. R. 2281

27 October 1989

DOEANE- EN AKSYNSWET, 1964

CUSTOMS AND EXCISE ACT, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/192)

AMENDMENT OF SCHEDULE 1 (No. 1/1/192)

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

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

G. MARAIS,

G. MARAIS,

Adjunk-minister van Finansies.

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
06.01			Deur pos No. 06.01 deur die volgende te vervang:			
"06.01			Bolle, knolle, wortelknolle, rokknolle, wortelkroon en wortelstokke, in rustoestand, aan die groei of in blom; sigoreiplante en -wortels (uitgesonderd wortels van Pos No. 12.12).			
	0601.10	3	Bolle, knolle, wortelknolle, rokknolle, wortelkroon en wortelstokke, in rustoestand	kg	vry	
	0601.20	4	Bolle, knolle, wortelknolle, rokknolle, wortelkroon en wortelstokke, aan die groei of in blom; sigoreiplante en -wortels	kg	vry"	
08.01			Deur subpos No. 0801.10.20 deur die volgende te vervang:			
	"20	8	Gedroog, onversoet	kg	vry"	
			Deur subpos No. 0801.20 deur die volgende te vervang:			
	"0801.20	8	Brasiliaanse neute	kg	vry"	
08.02			Deur subposte Nos. 0802.2, 0802.3, 0802.40, 0802.50 en 0802.90 deur die volgende te vervang:			
	"0802.2		Haselneute (<i>Corylus spp.</i>):			
	0802.21	8	In die dop	kg	vry	
	0802.22	4	Uitgedop	kg	vry	
	0802.3		Okkerneute:			
	0802.31	2	In die dop	kg	vry	
	0802.32	9	Uitgedop	kg	vry	
	0802.40	0	Kastaiings (<i>Castanea spp.</i>)	kg	vry	
	0802.50	5	Pimperneute	kg	vry	
	0802.90	3	Ander	kg	vry"	
08.04			Deur subpos No. 0804.10 deur die volgende te vervang:			
	"0804.10	4	Dadels	kg	vry"	
09.04			Deur subpos No. 0904.12 deur die volgende te vervang:			
	"0904.12	9	Gebreck of gemaal	kg	vry"	
			Deur subposte Nos. 0904.20.30 en 0904.20.40 deur die volgende te vervang:			
	"50	7	Vrugte van die soort <i>Pimenta</i>	kg	vry"	
09.06, 09.07 en 09.08			Deur poste Nos. 09.06, 09.07 en 09.08 deur die volgende te vervang:			
"09.06			Kaneel en kaneelboomblomme.			
	0906.10	3	Nie gebreck of gemaal nie	kg	vry	
	0906.20	8	Gebreck of gemaal	kg	vry	
09.07	0907.00	2	Kruinaeltjies (heel vrugte, naeltjies en stingels).	kg	vry	

Pos	Subpos	T. S.	Artikel Beskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
09.08			Muskaatneut, foelie en kardamoms.			
	0908.10	0	Muskaatneut	kg	vry	
	0908.20	5	Foelie	kg	vry	
	0908.30	5	Kardamoms	kg	vry"	
09.09			Deur subpos No. 0909.10 deur die volgende te vervang:			
	"0909.10	4	Saad van anys en steranys	kg	vry"	
			Deur subposte Nos. 0909.30, 0909.40 en 0909.50 deur die volgende te vervang:			
	"0909.30	3	Saad van komyn	kg	vry	
	0909.40	8	Saad van karwy	kg	vry	
	0909.50	2	Saad van vinkel; jenewerbessies	kg	vry"	
09.10			Deur subposte Nos. 0910.20, 0910.30, 0910.40, 0910.50 en 0910.9 deur die volgende te vervang:			
	"0910.20	9	Saffraan	kg	vry	
	0910.30	3	Borrie (kurkuma)	kg	vry	
	0910.40	8	Tiemie; lourierblare	kg	vry	
	0910.50	2	Kerrie	kg	vry	
	0910.9		Ander speserye:			
	0910.91	7	Mengsels waarna in Opmerking 1 (b) by hierdie Hoofstuk verwys word	kg	vry	
	0910.99	8	Ander	kg	vry"	
20.08			Deur subpos No. 2008.19 deur die volgende te vervang:			
	"2008.19	8	Ander, met inbegrip van mengsels	kg	vry"	
			Deur subposte Nos. 2008.99.40 en 2008.99.50 deur die volgende te vervang:			
	"40	3	Tamaryne	kg	vry	
	.50	0	Gemmer, in stroop gepreserveer, in onmiddellike verpakkings met 'n inhoud van minstens 45 kg	kg	vry"	

Opmerking. — Hierdie wysiging gee uitvoering aan die Republiek se internasionale verpligtings.

SCHEDULE

Heading	Sub-heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
06.01			By the substitution for heading No. 06.01 of the following:			
"06.01			Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, dormant, in growth or in flower; chicory plants and roots (excluding roots of Heading No. 12.12).			
	0601.10	3	Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, dormant	kg	free	
	0601.20	4	Bulbs, tubers, tuberous roots, corms, crowns and rhizomes, in growth or in flower; chicory plants and roots	kg	free"	
08.01			By the substitution for subheading No. 0801.10.20 of the following:			
	"20	8	Desiccated, unsweetened	kg	free"	
			By the substitution for subheading No. 0801.20 of the following:			
	"0801.20	8	Brazil nuts	kg	free"	
08.62			By the substitution for subheadings Nos. 0802.2, 0802.3, 0802.40, 0802.50 and 0802.90 of the following:			
	"0802.2		Hazelnuts or filberts (<i>Corylus spp.</i>):			
	0802.21	8	In shell	kg	free	
	0802.22	4	Shelled	kg	free	
	0802.3		Walnuts:			

Head- ing	Sub- heading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annota- tions
	0802.31	2	In shell	kg	free	
	0802.32	9	Shelled	kg	free	
	0802.40	0	Chestnuts (<i>Castanea spp.</i>)	kg	free	
	0802.50	5	Pistachios	kg	free	
	0802.90	3	Other	kg	free"	
08.04			By the substitution for subheading No. 0804.10 of the following:			
	"0804.10	4	Dates	kg	free"	
09.04			By the substitution for subheading No. 0904.12 of the following:			
	"0904.12	9	Crushed or ground.	kg	free"	
			By the substitution for subheadings Nos. 0904.20.30 and 0904.20.40 of the following:			
	"50	7	Fruits of the genus <i>Pimenta</i>	kg	free"	
09.06, 09.07 and 09.08			By the substitution for headings Nos. 09.06, 09.07 and 09.08 of the following:			
"09.06			Cinnamon and Cinnamon-tree flowers.			
	0906.10	3	Neither crushed nor ground	kg	free	
	0906.20	8	Crushed or ground	kg	free	
09.07	0907.00	2	Cloves (whole fruit, cloves and stems).	kg	free	
09.08			Nutmeg, mace and cardamoms.			
	0908.10	0	Nutmeg	kg	free	
	0908.20	5	Mace	kg	free	
	0908.30	5	Cardamoms	kg	free"	
09.09			By the substitution for subheading No. 0909.10 of the following:			
	"0909.10	4	Seeds of anise or badian	kg	free"	
			By the substitution for subheadings Nos. 0909.30, 0909.40 and 0909.50 of the following:			
	"0909.30	3	Seeds of cumin	kg	free	
	0909.40	8	Seeds of caraway	kg	free	
	0909.50	2	Seeds of fennel; juniper berries	kg	free"	
09.10			By the substitution for subheadings Nos. 0910.20, 0910.30, 0910.40, 0910.50 and 0910.9 of the following:			
	"0910.20	9	Saffron	kg	free	
	0910.30	3	Turmeric (curcuma)	kg	free	
	0910.40	8	Thyme; bay leaves	kg	free	
	0910.50	2	Curry	kg	free	
	0910.9		Other spices:			
	0910.91	7	Mixtures referred to in Note 1 (b) to this Chapter	kg	free	
	0910.99	8	Other	kg	free"	
20.08			By the substitution for subheading No. 2008.19 of the following:			
	"2008.19	8	Other, including mixtures	kg	free"	
			By the substitution for subheadings Nos. 2008.99.40 and 2008.99.50 of the following:			
	"40	3	Tamarinds	kg	free	
	.50	0	Ginger preserved in syrup, in immediate packings of a content of 45 kg or more	kg	free"	

Note. — This amendment gives effect to the Republic's international obligations.

No. R. 2282

27 Oktober 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/81)

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

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 2282

27 October 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/81)

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

G. MARAIS,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Anno- tasies
	Tariefpos	Korting- kode	T. S.	Beskrywing		
304.03				Deur tariefpos No. 08.01 te skrap.		
304.05				Deur tariefpos No. 08.01 te skrap.		

Opmerking. — Die wysiging spruit voort uit die wysiging van pos No. 08.01 van Bylae No. 1.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
304.03				By the deletion of tariff heading No. 08.01.		
304.05				By the deletion of tariff heading No. 08.01.		

Note. — This amendment is consequential to the amendment of heading No. 08.01 in Schedule No. 1.

No. R. 2288

27 Oktober 1989

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/82)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae No. 3 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

G. MARAIS,

Adjunk-minister van Finansies.

No. R. 2288

27 October 1989

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/82)

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

G. MARAIS,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Anno- tasies
	Tariefpos	Korting- kode	T. S.	Beskrywing		
315.03				Deur na tariefpos No. 76.06 die volgende in te voeg:		
	"7606.12	01.06	62	Plate en fynplate, van aluminium, met 'n dikte van meer as 0,29 mm maar hoogstens 0,34 mm, wat, volgens massa, meer as 3 persent maar hoogstens 6 persent magnesium bevat, vir die vervaardiging van kitsoopmaakdeksels vir metaalhouers	Volle reg	

Opmerking. — Voorsiening word gemaak vir 'n korting van die volle reg op sekere plate en fynplate van aluminium, vir die vervaardiging van kitsoopmaakdeksels vir metaalhouers.

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate code	C. D.	Description		
315.03				By the insertion after tariff heading No. 76.06 of the following:		
	"7606.12	01.06	62	Plates and sheets, of aluminium, of a thickness exceeding 0,29 mm but not exceeding 0,34 mm, containing, by mass, more than 3 per cent but not exceeding 6 per cent magnesium, for the manufacture of easy-opening ends for metal containers	Full duty	

Note. — Provision is made for a rebate of the full duty on certain plates and sheets of aluminium, for the manufacture of easy-opening ends for metal containers.

DEPARTEMENT VAN LANDBOU- EKONOMIE EN -BEMARKING

No. R. 2316

27 Oktober 1989

WET OP BEHEER OOR WYN EN SPIRITUS, 1970
(WET No. 47 VAN 1970)

VOORGESTELDE MAKSIMUM HOEVEELHEID
DRUIWE WAT IN 1990/91 GEKOOP OF VERKRY
MAG WORD

Ek, Jacob de Villiers, Minister van Landbou, handelende ingevolge artikel 16 (2A) van die Wet op Beheer oor Wyn en Spiritus, 1970 (Wet No. 47 van 1970) —

(a) maak hierby bekend dat die “Koöperatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt” aanbeveel het dat die maksimum hoeveelheid druive wat gedurende die jaar van 1 Februarie 1990 tot 31 Januarie 1991 in totaal van wynboere en koöperatiewe verenigings gekoop of verkry mag word deur persone wat gelisensieer is om in drank handel te dryf en distilleerders, op 51 114 metrieke ton vasgestel word; en

(b) sê hierby alle belanghebbendes aan om enige beswaar wat hulle teen die aanvaarding van die aanbeveling het, binne 14 dae na die datum van publikasie van hierdie kennisgewing skriftelik by die Direkteur-generaal, Departement van landbou-ekonomie en -bemarking, Dirk Uysgebou, Privaatsak X250, Pretoria, 0001, in te lewer.

J. DE VILLIERS,
Minister van Landbou.

DEPARTEMENT VAN MANNEKRAG

No. R. 2287

27 Oktober 1989

LOONWET, 1957

INTREKKING VAN DIE BEPALINGS VAN
LOONVASSTELLING 419. — SIVIELE INGE-
NIEURSNYWERHEID, SEKERE GEBIEDE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby kragtens artikel 16 van die Loonwet, 1957, met ingang van die datum van publikasie van hierdie kennisgewing, al die bepalings in van Loonvasstelling 419, Siviele Ingenieursnywerheid, Sekere Gebiede, gepubliseer by Goewermmentskennisgewing No. R. 2559 van 27 November 1981.

E. VANDER M. LOUW,
Minister van Mannekrag.

No. R. 2320

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

MOTORNYWERHEID. — HOOFOOREENKOMS-
INTREKKING VAN GOEWERMMENTSKENNISGE-
WINGS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermmentskennisgewings Nos. R. 1685 en R. 1686 van 19 Augustus 1988, R. 843 van 28 April 1989 en R. 1962 van 8 September 1989, in met ingang van 30 Oktober 1989.

E. VANDER M. LOUW,
Minister van Mannekrag.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 2316

27 October 1989

WINE AND SPIRIT CONTROL ACT, 1970
(ACT No. 47 OF 1970)

PROPOSED MAXIMUM QUANTITY OF GRAPES
WHICH MAY BE PURCHASED OR ACQUIRED
DURING 1990/91

I, Jacob de Villiers, Minister of Agriculture, acting in terms of section 16 (2A) of the Wine and Spirit Control Act, 1970 (Act No. 47 of 1970), hereby —

(a) make known that the “Koöperatiewe Wijnbouwers Vereniging van Zuid-Afrika, Beperkt” has recommended that the maximum quantity of grapes which may during the year from 1 February 1990 to 31 January 1991 in the aggregate be purchased or acquired from winegrowers and co-operative societies by persons licensed to deal in liquor and distillers, be fixed at 51 114 metric tons; and

(b) call upon all interested persons to lodge any objection which they may have against the adoption of the recommendation in writing with the Director-General, Department of Agricultural Economics and Marketing, Dirk Uys Building, Private Bag X250, Pretoria, 0001, within 14 days of the publication of this notice.

J. DE VILLIERS,
Minister of Agriculture.

DEPARTMENT OF MANPOWER

No. R. 2287

27 October 1989

WAGE ACT, 1957

CANCELLATION OF THE PROVISIONS OF
WAGE DETERMINATION 419. — CIVIL ENGIN-
EERING INDUSTRY, CERTAIN AREAS

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 16 of the Wage Act, 1957, cancel, with effect from the date of publication of this notice, all the provisions of Wage Determination 419, Civil Engineering Industry, Certain Areas, published under Government Notice No. R. 2559 of 27 November 1981.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2320

27 October 1989

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY. — MAIN AGREEMENT. —
CANCELLATION OF GOVERNMENT NOTICE

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (5), of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 1685 and R. 1686 of 19 August 1988, R. 843 of 28 April 1989 and R. 1962 of 8 September 1989, with effect from 30 October 1989.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2321

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956
MOTORNYWERHEID.—HERBEKRAKTIGING
VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, 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 30 Oktober 1989 en vir die tydperk wat op 31 Augustus 1990 eindig ten opsigte van die bepalings waarna in klousule 2 (1) verwys word en vir die tydperk wat op 31 Augustus 1993 eindig ten opsigte van die bepalings waarna in klousule 2 (2) verwys word, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms 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 genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 (1) (b), 2 (2) (b), 3 en 7, met ingang van 30 Oktober 1989 en vir die tydperk wat op 31 Augustus 1990 eindig ten opsigte van die bepalings waarna in klousule 2 (1) verwys word en vir die tydperk wat op 31 Augustus 1993 eindig ten opsigte van die bepalings waarna in klousule 2 (2) verwys word, 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 genoemde Ooreenkoms gespesifiseer.

E. VANDER M. LOUW,
 Minister van Mannekrag.

BYLAE

DIE NASIONALE NYWERHEIDSRaad VIR DIE
MOTORNYWERHEID

HOOFOOREENKOMS

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

South African Motor Industry Employers' Association

en die

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa

Motor Industry Staff Association

en die

National Union of Metalworkers of South Africa

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

AFDELING A

1.—TOEPASSINGSBESTEK

(1) Behoudens klousule 1 (3) en klousule 1 van Afdeling B, van die vorige ooreenkoms moet hierdie Ooreenkoms in die Motornywerheid nagekom word—

(a) oral in die Republiek van Suid-Afrika (uitgesonderd die hawe en nedersetting van Walvisbaai en die gebied wat geokkupeer word deur die Cape Explosives Works Ltd, Somerset-Wes); en

No. R. 2321

27 October 1989

LABOUR RELATIONS ACT, 1956

MOTOR INDUSTRY.—RE-ENACTMENT OF
MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 30 October 1989 and for the period ending 31 August 1990 in respect of the provisions referred to in clause 2 (1) and for the period ending 31 August 1993 in respect of the provisions referred to in clause 2 (2), upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 (1) (b), 2 (2) (b), 3 and 7, shall be binding, with effect from 30 October 1989 and for the period ending 31 August 1990 in respect of the provisions referred to in clause 2 (1) and for the period ending 31 August 1993 in respect of the provisions referred to in clause 2 (2), 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,
 Minister of Manpower.

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR
INDUSTRY

MAIN AGREEMENT

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

South African Motor Industry Employers' Association

and the

South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa

Motor Industry Staff Association

and the

National Union of Metalworkers of South Africa

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

being the parties to the National Industrial Council for the Motor Industry.

DIVISION A

1.—SCOPE OF APPLICATION

(1) Subject to the provisions clause 1 (3) and of clause 1 of Division B, of the Former Agreement, the terms of this Agreement shall be observed in the Motor Industry—

(a) throughout the Republic of South Africa (excluding the port and settlement of Walvis Bay and the area occupied by the Cape Explosives Works Ltd, Somerset West); and

(b) deur die werkgewers en die werknemers in die Motornywerheid wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes wat daarkragtens gestel is nie; en

(b) kwekeling, wat opleiding ingevolge die Wet op Mannekragopleiding, 1981, ondergaan, slegs vir sover dit nie onbestaanbaar is met daardie Wet op voorwaardes wat daarkragtens gestel is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag ingevolge artikel 14 (1) van die Wet vasstel en bly van krag vir die tydperk wat eindig op—

(1) 31 Augustus 1990 ten opsigte van klousules—

(a) 1 (3), 3 (uitgesonderd item 56), 14 tot 17, 19, 21, 23, 31, 35 en 39 van Afdeling A en Afdelings B en C; en

(b) 40 en 41 van Afdeling A,

van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1760 van 29 Augustus 1986 (soos gewysig van tyd tot tyd) in hierdie Ooreenkoms verwys na as die "Vorige Ooreenkoms";

(2) 31 Augustus 1993 ten opsigte van klousules—

(a) 1 (1) en (2), 2, 3 (56), 4, 5 [uitgesonderd subklousule (10) (f)], 6, 8, 9, 10, 11, 18, 20, 22, 24, 25, 27, 28, 30, 32, 33, 34, 36, 37, 38 en 42 van Afdeling A; en

(b) 5 (10) (f), 7, 12, 13, 26 en 29 van Afdeling A van die Vorige Ooreenkoms

3. SPESIALE BEPALINGS

Klousules 5 (10) (f), 7, 12, 13, 26, 29, 40 en 41 van Afdeling A van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 2 tot 5 (10) (e), 5 (10) (g) tot 6, 8 tot 11, 14 tot 25, 27, 28, 30 tot 39 en 42 van Afdeling A en Afdelings B en C van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

5. KLOUSULE 5.—BETALING VAN VERDIENSTE

5.1 In subklousule (10) (g), voeg die volgende uitdrukking in na die woord "is":

"en 'n werkgewer wat so 'n aftrekking gemaak het, moet die bedrag aldus afgetrek voor of op die 10de dag van die maand wat volg op die maand waarin die aftrekking geskied het aan die sekretaris van die betrokke Streekraad stuur."

5.2 Voeg die volgende nuwe subklousule (13) by:

"(13) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld."

6. KLOUSULE 25.—ONTWIKKELINGSFONDS VIR DIE MOTORNYWERHEID

6.1 Skrap subklousules (1), (2), (3), (4) en (6).

6.2 In subklousule (5), vervang die uitdrukking "wat ingevolge subklousule (3) van hierdie klousule aan hom betaal word," deur die uitdrukking "wat deur hom ontvang word van die Opleidingsraad vir die Motornywerheid ten opsigte van sy deel van die opleidingsheffings betaalbaar ingevolge klousule 42, Afdeling A, van hierdie Ooreenkoms".

7. KLOUSULE 26.—NUMSA-ONTWIKKELINGSFONDS

Skrap subklousules (1) en (2).

8. KLOUSULE 38.—MIEU-ONTWIKKELINGSFONDS

Skrap subklousules (1), (2) en (3).

9. Voeg die volgende nuwe klousule 42 by:

(b) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions, respectively.

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

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

(b) trainees undergoing training under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of or any conditions fixed under that Act.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 (1) of the Act, and shall remain in operation for the period ending—

(1) 31 August 1990 in respect of clauses—

(a) 1 (3), 3 (excluding item 56), 14 to 17, 19, 21, 23, 31, 35 and 39 of Division A and Divisions B and C; and

(b) 40 and 41 of Division A,

of the Agreement published under Government Notice No. R. 1760 of 29 August 1986 (as amended from time to time) in this Agreement referred to as the "Former Agreement";

(2) 31 August 1993 in respect of clauses—

(a) 1 (1) en (2), 2, 3 (56), 4, 5 [excluding subclause 10 (f)], 6, 8, 9, 10, 11, 18, 20, 22, 24, 25, 27, 28, 30, 32, 33, 34, 36, 37, 38 and 42 of Division A; and

(b) 5 (10) (f), 7, 12, 13, 26 and 29 of Division A of the Former Agreement.

3. SPECIAL PROVISIONS

The provisions contained in clauses 5 (10) (f), 7, 12, 13, 26, 29, 40 and 41 of Division A of the Former Agreement shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 2 to 5 (10) (e), 5 (10) (g) to 6, 8 to 11, 14 to 25, 27, 28, 30 to 39 and 42 of Division A and Divisions B and C of the Former Agreement shall apply to employers and employees.

5. CLAUSE 5.—PAYMENT OF EARNINGS

5.1 In subclause (10) (g), insert the following expression after the word "hostel":

"and an employer who has made such deduction shall pay the amount deducted to the secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the deduction was made."

5.2 Insert the following new subclause (13):

"(13) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof."

6. CLAUSE 25.—MOTOR INDUSTRY DEVELOPMENT FUND

6.1 Delete subclauses (1), (2), (3), (4) and (6).

6.2 In subclause (5), substitute the phrase "received by it from the Motor Industry Training Board in respect of its share of training levies payable in terms of clause 42, Division A, of this Agreement" for the phrase "paid to it in terms of subclause (3) of this clause".

7. CLAUSE 26.—NUMSA DEVELOPMENT FUND

Delete subclauses (1) and (2).

8. CLAUSE 38.—MIEU DEVELOPMENT FUND

Delete subclauses (1), (2) and (3).

9. Insert the following new clause 42:

"KLOUSULE 42. — OPLEIDINGSHEFFING VIR DIE MOTORNYWERHEID"

(1) Elke werkgewer moet voor of op die 10de dag van elke maand aan die sekretaris van die Streekraad binne wie se regsgebied die werkgewer se bedryfsinrigting geleë is 'n heffing van 50 sent per week ten opsigte van elke werknemer wat by hom in diens is stuur ten opsigte van die Opleidingsheffing vir die Motornywerheid.

(2) Elke werkgewer moet weekliks die bedrag van 25 sent van die loon van elke vakman wat by hom in diens is aftrek ten opsigte van die opleidingsheffings vir die Motornywerheid en moet al die geld wat aldus afgetrek word voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarin die heffing afgetrek moet word, stuur aan die sekretaris van die Streekraad binne wie se regsgebied die werkgewer se bedryfsinrigting geleë is.

(3) Die totale bedrag van die heffings betaalbaar ingevolge subklausule (1) en die totale bedrag van die heffings afgetrek ingevolge subklausule (2), moet vergesel wees van 'n skriftelike staat wat die volgende besonderhede bevat:

(a) Ten opsigte van die heffing betaalbaar ingevolge subklausule (1), die totale getal algemene werkers en skoonmaaksters in diens en die totale bedrag van die heffings oorbetal ten opsigte van sulke werknemers;

(b) ten opsigte van alle ander werknemers, insluitende vakleerlinge:

(i) Die familienaam, voorletters, ras, geslag, geboortedatum, beroep en identiteitsnommer van vakmanne wat nie lede van vakverenigings is nie;

(ii) die bedrag van die heffing wat ten opsigte van elke werknemer aangestuur word met vermelding of die heffing betaalbaar is ingevolge subklausule (1) of (2);

(iii) datum van indiensneming of datum van diensbeëindiging in die geval van werknemers wat in diens geneem of wie se diens beëindig is, sedert die besonderhede laas ingedien is.

(4) Indien 'n bedrag wat ingevolge hierdie klausule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeë dunks betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(5) Heffings wat ooreenkomstig subklausules (1) en (2) van hierdie klausule deur die Raad ontvang word, moet voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarin die heffings ontvang is, betaal word aan die Opleidingsraad vir die Motornywerheid, ingestel kragtens die Wet op Mannekragopleiding, 1981.

(6) (a) Waar 'n werknemer vir minder as 23 uur 'n loon ontvang of minder as 23 uur in 'n bepaalde week gewerk het, is geen heffings deur of ten opsigte van hom vir daardie week betaalbaar nie.

(b) Voordat 'n vakman met jaarlikse verlof gaan, moet heffings wat deur hom verskuldig is vir die tydperk wat hy met verlof sal wees, afgetrek word, en heffings is deur die werkgewer betaalbaar ten opsigte van alle werknemers vir die tydperke wat hulle met jaarlikse verlof is."

AFDELING C: HOOFSTUK I

10. KLOUSULE 2. — WOORDOMSKRYWING

In subklausule (6) A, voeg die uitdrukking "in 'n vul- en/of diensstasie" tussen die woorde "wat" en "in", in.

11. KLOUSULE 4. — LONE

(a) In die Loonbylae tot hierdie klausule, vervang die syfer "R112,77" deur die syfer "R112,95" waar dit voorkom teenoor die kategorie "Wag".

(b) In die Loonbylae tot hierdie klausule, vervang die syfers "R114,75" per week en "R2,55" per uur, deur onderskeidelik die syfers "R122,85" per week en "R2,73" per uur, waar dit voorkom teenoor die kategorie "Drywers van bromponies . . . van minder as 3 500 kg."

Namens die partye op hede die 31ste dag van Julie 1989 te Johannesburg onderteken.

J. SCHUURMANS-STEKHOVEN,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

H. C. L. LOOCK,
Hoofsekretaris van die Raad.

"CLAUSE 42. — MOTOR INDUSTRY TRAINING LEVY"

(1) Every employer shall not later than the 10th day of each month forward to the Secretary of the Regional Council within whose share of jurisdiction the employer's establishment is situated a Motor Industry training levy of 50 cents per week in respect of every employee employed by him.

(2) Every employer shall deduct the sum of 25 cents per week in respect of Motor Industry training levies from the earnings of every journeyman employed by him and shall forward to the Secretary of the Regional Council within whose area of jurisdiction the employer's establishment is situated all moneys so deducted not later than the 10th day of the month immediately following the month during which the levies are required to be deducted.

(3) The total amount of levies payable in terms of subclause (1) and the total amount of levies deducted in terms of subclause (2) shall be accompanied by a written statement containing the following details:

(a) In respect of the levy payable in terms of subclause (1) the total number of general workers and chaps employed and the total amount of levies remitted in respect of such employees;

(b) in respect of all other employees, including apprentices:

(i) Name, initials, race, sex, date of birth, occupation and identity number of non-trade union journeymen;

(ii) amount of levy remitted in respect of each employee indicating whether the levy is payable in terms of subclause (1) or (2);

(iii) date service began or service ended in the case of employees engaged or whose services terminated since the details were last submitted.

(4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(5) Levies received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause shall be paid to the Motor Industry Training Board which has been established in terms of the provisions of the Manpower Training Act, 1981, by not later than the 10th day of the month following that during which the levies were received.

(6) (a) Where an employee receives wages for less than 23 hours, or has worked less than 23 hours in a particular week, no levies shall be payable by or in respect of him for that week.

(b) Before a journeyman proceeds on annual leave, levies due by him in respect of the period during which he is to be on leave shall be deducted and levies shall be payable by the employer in respect of all employees in respect of the periods during which they proceed on annual leave."

DIVISION C: CHAPTER I

10. CLAUSE 2. — DEFINITIONS

In subclause (6) A, insert the expression "in a filling and/or service station" between the words "who" and "in".

11. CLAUSE 4. — WAGES

(a) In the Wage Schedule to this clause, substitute the figure "R112,95" for the figure "R112,77". Where it appears opposite the category "Watchman".

(b) In the Wage Schedule to this clause, substitute the figures "R122,85" per week, and "R2,73" per hour, for the figures "R114,75" per week and "R2,55" per hour, respectively where the latter appears opposite the category "Drivers of scooters . . . less than 3 500 kg."

Signed at Johannesburg, on behalf of the parties, this 31st day of July 1989.

J. SCHUURMANS-STEKHOVEN,
President of the Council.

W. DE KLERK,
Vice-President of the Council.

H. C. L. LOOCK,
General Secretary of the Council.

No. R. 2322

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Eli van der Merwe Louw, 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 1 November 1989 in die geval van klousules 1 en 6 (1) en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 2 tot 5, 6 (2) en 7 tot 12, en vir die tydperk wat op 31 Maart 1993 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), 10 en 12, met ingang van 1 November 1989 in die geval van klousules 1 en 6 (1) en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 2 tot 5, 6 (2), 7 tot 9 en 11, en vir dié tydperk wat op 31 Maart 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,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builder's and Allied Trades Association (West Cape)

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing, No. R. 504 van 23 Maart 1989, te wysig.

No. R. 2322

27 October 1989

LABOUR RELATIONS ACT, 1959

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

I, Eli van der Merwe Louw, 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 1 November 1989 in the case of clauses 1 and 6 (1) and with effect from the first payweek commencing on or after the said date in the case of clauses 2 to 5, 6 (2) and 7 to 12, and for the period ending 31 March 1993, 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), 10 and 12, shall be binding, with effect from 1 November 1989 in the case of clauses 1 and 6 (1) and with effect from the first payweek commencing on or after the said date in the case of clauses 2 to 5, 6 (2) and 7 to 9 and 11, and for the period ending 31 March 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,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades Association (West Cape)

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

to amend the Agreement published under Government Notice No. R. 504 of 23 March 1989.

HOOFSTUK I**1. TOEPASSINGSBESTEK**

(1) Hierdie Ooreenkoms moet in die Bou- en die Monumentklipmesselnywerthede nagekom word—

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

(b) in die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermenskennisgewing 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 Goewermenskennisgewings 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 Goewermenskennisgewing No. 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermenskennisgewing No. 283 van 2 Maart 1962) binne die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

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

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

(c) "slegs-arbeid"-kontraakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

(3) Ondanks subklousule (1) (a) is hierdie Ooreenkoms nie van toepassing nie op—

(a) klerke en administratiewe personeel;

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

2. KLOUSULE 3.—WOOROMSKRYWING

Vervang die omskrywing "slegs-arbeid-kontrak" deur die volgende:

"'slegs-arbeid-kontrak' 'n kontrak ingevolge waarvan 'n werkgewer onderneem om werk te doen waarvoor hy slegs betaal sal word vir die verskaffing van sy eie arbeid asook die van sy werknemers, en ingevolge waarvan die werkgewer nie verantwoordelik is vir die betaling van enige vervaardiger of handelaar wat in die gewone loop van sake goedere of materiaal aan die Bounywerheid verskaf, vir enige materiaal wat vir die uitvoering van die werk gebruik sal word nie";

3. KLOUSULE 4.—REGISTRASIE VAN WERKGEWERS

Vervang subklousule (2) deur die volgende:

"(2) Waar die werkgewer 'n vennootskap, maatskappy of beslote korporasie is moet die inligting wat by subklousule (1) (a) en (b) vereis word, aan die Raad verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris, en in die geval van 'n maatskappy of beslote korporasie moet 'n gesertifiseerde afskrif van die Sertifikaat van Inkorporasie uitgereik deur die Registrateur van Maatskappye en Korporasies by registrasie as 'n werkgewer aan die Raad verskaf word."

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

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

"Geen prinsipaal mag toelaat dat enige werk op 'n kontrakbasis deur 'n slegs-arbeid-kontraakteur op die prinsipaal se perseel verrig word nie, tensy sodanige slegs-arbeidkontraakteur by die Raad geregistreer is as 'n werkgewer ingevolge klousule 4, en die onus rus op die prinsipaal wat toelaat dat die werk verrig word om toe te sien dat die betrokke slegs-arbeid-kontraakteur aldus geregistreer is."

CHAPTER I**1. SCOPE OF APPLICATION**

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

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

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

(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 not apply to—

(a) clerical employees and administrative staff;

(b) university students and graduates in building science and to construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training.

2. CLAUSE 3.—DEFINITIONS

Substitute the following for the definition of "labour-only contract":

"'Labour-only contract' means a contract 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, including the labour of his employees, and where such employer is not responsible in terms of the contract for paying any manufacturers or merchants who, in the ordinary course of their business, supply goods or materials to the Building Industry, for any of the material to be used in the execution of such work";

3. CLAUSE 4.—REGISTRATION OF EMPLOYERS

Substitute the following for subclause (2):

"(2) Where the employer is a partnership, company or close corporation, information in accordance with subclause (1) (a) and (b) shall be furnished to the Council in respect of each partner, director, manager or secretary, and in the case of a company or close corporation a certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Corporations shall be furnished on registration as an employer."

4. CLAUSE 11.—PROHIBITION OF PIECE-WORK, TASKWORK AND LABOUR-ONLY CONTRACTS

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

"No principal shall permit the performance of any work on a contract basis by a labour-only contractor on the principal's premises unless such labour-only contractor is registered with the Council as an employer in accordance with the provisions of clause 4, and the onus shall be on the principal permitting the performance of such work to satisfy himself that the labour-only contractor concerned is so registered."

5. KLOUSULE 13. — WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

In subklousule (9), voeg die volgende voorbehoudsbepalings (iii) by:

“(9) (iii) indien hy werk verrig op enige en van die openbare vakansiedae in subklousule 16 (6) bedoel, ongeag die weekdag waarop die vakansiedag val, moet die werkgewer hom 'n bedrag gelyk aan twee dae se betaling betaal ten opsigte van sodanige dag gewerk.”;

6. KLOUSULE 16. — MINIMUM BASIESE LONE

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

<i>"Klas werknemer"</i>	<i>Minimum loon per uur Sent</i>
(a) Algemene werkers	293
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, R5 per week ekstra betaal moet word;	
(b) Skoonmakers	205
(c) Bouwerkers klas 4, proefkwekelingbouwerkers, kwekelingbouwerkers klas 4 en die volgende kategorieë werknemers geregistreer ooreenkomstig die bepalinge van die Vorige Ooreenkoms: Leerlinge gedurende die eerste jaar van leerlingenskap, plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers, kwekelingmasjienbedieners gedurende die eerste jaar as kwekelinge, vakleerlinge in die eerste leerjaar en kwekelingmatpassers en -vloerleërs wat kwekelingkontrakte uitdien	315
(d) Leerlinge in hul tweede jaar geregistreer ooreenkomstig die bepalinge van die Vorige Ooreenkoms	328
(e) Bouwerkers klas 3, kwekelingbouwerkers klas 3 en die volgende kategorieë werknemers geregistreer ooreenkomstig die bepalinge van die Vorige Ooreenkoms: Leerlinge in hul derde jaar, waterdigtingspanleiers, skrynwerkmonteurs, kwekelingmasjienbedieners, gedurende die tweede jaar as kwekelinge, kwekelingblokkeërs gedurende hul kwekelingjaar en vakleerlinge in hul tweede jaar	393
(f) Bouwerkers klas 2, kwekelingbouwerkers klas 2 en die volgende kategorieë werknemers geregistreer ooreenkomstig die bepalinge van die Vorige Ooreenkoms: Leerlinge in hul vierde jaar, ambagsman se assistente, blokkeërs, matpassers, assistent-vloerleërs, masjienbedieners en vakleerlinge in hul derde jaar	536
(g) Drywers/Masjineriebedieners:	
(i) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 10-lisensie (6 500 kg en meer) of 'n Kode 11-lisensie (voorhaker en sleepwa)	424
(ii) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 9-lisensie (3 000 kg tot 6 500 kg)	362
(iii) Drywers van alle ander motorvoertuie (Kode 8-lisensie) en bedieners van 'n hyser of drywers van stortwaens	314
(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matleërs, plafon en/of afskortings-oprigters, ruitwerkers, dakwerkers, vloerleërs, waterdigters, motor- en masjienwerktuigkundiges, en passers en draaiers	715
(ii) Vakmanne (met inbegrip van meester-vakmanne soos bedoel in die Vorige Ooreenkoms)	804
(i) Werknemers wat persele patrolleer en eiendom bewaak	R148,00 per week."

5. CLAUSE 13. — HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

In subclause (9), insert the following new proviso (iii):

“(9) (iii) if he works on any one of the public holidays referred to in subclause 16 (6), irrespective of the weekday such holiday falls on, the employer shall pay him an amount equal to two days' pay in respect of such day worked.”

6. CLAUSE 16. — MINIMUM BASIC WAGES

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

<i>"Category of employee"</i>	<i>Minimum wage per hour Cents</i>
(a) General worker	293
Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R5 per week extra.	
(b) Cleaners	205
(c) Tradesmen, Class 4, probationary trainee tradesmen, trainee tradesmen, Class 4, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the first year of learnership, ceiling and partition workers, waterproofing workers, manufacturing workers, trainee machine operators during first year of traineeship, apprentices in the first year of apprenticeship and trainee carpet fitters and trainee floor layers serving under contract of traineeship	315
(d) Learners in the second year of learnership registered under the provisions of the Former Agreement	328
(e) Tradesmen, Class 3, trainee tradesmen, Class 3, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the third year of learnership, waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship, trainee blocklayers during year of traineeship and apprentices in the second year of apprenticeship	393
(f) Tradesmen, Class 2, trainee tradesmen, Class 2, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the fourth year of learnership, artisans' assistants, blocklayers, carpet fitters, assistant floor layers, machine operators and apprentices in the third year of apprenticeship	536
(g) Drivers/Plant Operators:	
(i) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 10 Licence (6 500 kg and over) or a Code 11 Licence (horse and trailer)	424
(ii) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 9 Licence (3 000 kg to 6 500 kg)	362
(iii) Drivers of all other motor vehicles (Code 8 Licence) and operators of a hoist or drivers of dumpers	314
(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, glaziers, roofers, floor layers, water-proofers, motor and plant mechanics and fitters and turners	715
(ii) Craftsmen (including master craftsmen per the Former Agreement)	804
(i) Employees engaged in patrolling premises and guarding property	R148,00 per week"

(2) Vervang subklousule (6) (a) (ii) deur die volgende:

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

7. KLOUSULE 17.—BETALING VAN LONE EN OORTYDBESOLDIGING

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

“(5) (d) met die skriftelike toestemming van sy werknemer ’n bedrag vir die terugbetaling of gedeeltelike terugbetaling van ’n lening of voorskot op sy loon wat so ’n werknemer aan sy werkgever verskuldig is of vir goedere op versoek van die werknemer deur die werkgever aangekoop: Met dien verstande dat sodanige aftrekking in ’n bepaalde week hoogstens ’n derde van die werknemer se totale besoldiging is;”

8. KLOUSULE 28.—VAKANSIEFONDS EN VERLOFBETALING

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

“Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (b)	7,20
(ii) klousule 16 (1) (a) en (c)	10,40
(iii) klousule 16 (1) (d) en (g) (iii)	10,80
(iv) klousule 16 (1) (e), (g) (ii) en (i)	12,80
(v) klousule 16 (1), (g) (i)	15,20
(vi) klousule 16 (1) (f)	17,60
(vii) klousule 16 (1) (h) (i)	26,00
(viii) klousule 16 (1) (h) (ii)	29,20”

9. KLOUSULE 29.—PENSIOEN- OF SOORTGELYKE FONDS

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

“Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (b)	14,00
(ii) klousule 16 (1) (a) en (c)	20,00
(iii) klousule 16 (1) (d) en (g) (iii)	20,80
(iv) klousule 16 (1) (e), (g) (ii) en (i)	25,20
(v) klousule 16 (1) (g) (i)	30,00
(vi) klousule 16 (1) (f)	34,40
(vii) klousule 16 (1) (h) (i)	43,60
(viii) klousule 16 (1) (h) (ii)	49,20”

10. KLOUSULE 30.—AFTREKKING VIR SIEKTEBYSTAND

In subklousule (1), vervang die syfer “R1” deur die syfer “R1,50”.

11. KLOUSULE 31.—SIEKEFONDS VIR DIE BOUNYWERHEID

(1) In subklousule (2) (a) (i), vervang die syfer “R1” deur die syfer “R1,30”.

(2) In subklousule (2) (a) (ii), vervang die syfer “R4” deur die syfer “R4,80”.

(3) Skrap subklousule (4) (d).

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

“(f) Die Fonds moet die bydraes vir die Vakansie- en die Pensioen-fonds in hierdie Ooreenkoms voorgeskryf, en die bydrae voorgeskryf in die Ooreenkoms vir die Mediese Hulpfonds van die Bounywerheid ten behoeve van so ’n werknemer uit sy algemene fonds bly uitbetaal.”

(2) Substitute the following for subclause (6) (a) (ii):

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

7. CLAUSE 17.—PAYMENT OF WAGES AND OVERTIME

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

“(5) (d) with the written consent of his employee, a deduction in respect of the repayment or part repayment of any loan or advance on wages owing by such employee to his employer or for goods purchased at the request of the employee by the employer: Provided that such deduction shall not in any one week be more than one third of the employee's total remuneration;”

8. CLAUSE 28.—HOLIDAY FUND AND LEAVE PAY

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

“Class of employee	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (b)	7,20
(ii) clause 16 (1) (a) and (c)	10,40
(iii) clause 16 (1) (d) and (8) (iii)	10,80
(iv) clause 16 (1) (e), (g) (ii) and (i)	12,80
(v) clause 16 (1) (g) (i)	15,20
(vi) clause 16 (1) (f)	17,60
(vii) clause 16 (1) (h) (i)	26,00
(viii) clause 16 (1) (h) (ii)	29,20 .”

9. CLAUSE 29.—PENSION OR LIKE FUND

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

“Class of employee	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (b)	14,00
(ii) clause 16 (1) (a) and (c)	20,00
(iii) clause 16 (1) (d) and (g) (iii)	20,80
(iv) clause 16 (1) (e), (g) (ii) and (i)	25,20
(v) clause 16 (1) (g) (i)	30,00
(vi) clause 16 (1) (f)	34,40
(vii) clause 16 (1) (h) (i)	43,60
(viii) clause 16 (1) (h) (ii)	49,20 .”

10. CLAUSE 30.—SICK BENEFIT DEDUCTION

In subclause (1), substitute the figure “R1,50” for figure “R1”.

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

(1) In subclause (2) (a) (i), substitute the figure “R1,30” for the figure “R1”.

(2) In subclause (2) (a) (ii), substitute the figure “R4,80” for the figure “R4”.

(3) Delete subclause (4) (d).

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

“(f) The Fund shall from its general funds continue to pay, on behalf of such employee, the contributions to the Holiday Fund and Pension Fund prescribed in this Agreement and the contribution prescribed in the Agreement for the Building Industry Medical Aid Fund.”

12. KLOUSULE 32. — VAKVERENIGINGLEDGELD

Vervang die eerste paragraaf van subklousule (1) deur die volgende:

“(1) Elke werkgever moet 'n bedrag van R1,50 as ledegeld wat aan die vakverenigings betaalbaar is, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enige een van die vakverenigings wat 'n party by die Ooreenkoms is en vir wie lone in klousule 16 (1) (h) voorgeskryf word, en elke werkgever moet voordat hy 'n werknemer in diens neem vir wie lone in klousule 16 (1) (a) tot (g) en (i) voorgeskryf is, van sodanige werknemer vereis om 'n geldende bydraeboek voor te lê, en indien sodanige bydraeboek bewys bevat dat die betrokke werknemer lid is van die vakverenigings wat partye by hierdie Ooreenkoms is, moet sodanige werkgever 'n bedrag van 60 sent as vakverenigingledegeld aftrek van die besoldiging wat elke week aan sodanige werknemer verskuldig is in die geval van 'n werknemer vir wie lone in subklousule 16 (1) (a), (b) en (c) voorgeskryf word, en 90 sent per week in die geval van 'n werknemer vir wie lone in subklousule 16 (1) (d) tot (g) en (i) voorgeskryf word.”

Geteken te Kaapstad op hede die 7de dag van Augustus 1989.

H. MCCARTHY,
Voorsitter.

A. C. DENNIS,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 2323

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956**BOUNYWERHEID, WESTELIKE PROVINSIE. — WYSIGING VAN MEDIESE HULPFONDS-OOREENKOMS**

Ek, Eli van der Merwe Louw, 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 1 November 1989 en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgeversorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 1 November 1989 en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir alle ander werkgevers 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,
Minister van Mannekrag.

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

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

Master Builders' and Allied Trades Association (West Cape)

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

12. CLAUSE 32. — TRADE UNION SUBSCRIPTIONS

Substitute the following for the first paragraph of subclause (1):

“(1) Every employer shall deduct an amount of R1,50 for trade union subscriptions payable from the remuneration due every week to each of his employees who is a member of any of the trade unions which is a party to the Agreement and for whom wages are prescribed in clause 16 (1) (h) and every employer shall, before engaging any employee for whom wages are prescribed in clause 16 (1) (a) to (g) and (i) demand from such employee the production of a current contribution book, and should such book contain proof that the employee concerned is a member of any of the trade unions who are parties to this Agreement, then such employer shall deduct 60 cents for trade union subscriptions payable from the remuneration due every week to such employee in the case of an employee for whom wages are prescribed in clause 16 (1) (a), (b) and (c), and 90 cents per week in the case of an employee for whom wages are prescribed in clause 16 (1) (d) to (g) and (i).”

Signed at Cape Town this 7th day of August 1989.

H. MCCARTHY,

Chairman.

A. C. DENNIS,

Vice-Chairman.

J. J. KITSHOFF,

Secretary.

No. R. 2323

27 October 1989

LABOUR RELATIONS ACT, 1956**BUILDING INDUSTRY, WESTERN PROVINCE. — AMENDMENT OF MEDICAL AID FUND AGREEMENT**

I, Eli van der Merwe Louw, 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 1 November 1989 and for the period ending 31 March 1993, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 1 November 1989 and for the period ending 31 March 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. VANDER M. LOUW,
Minister of Manpower.

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

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

Master Builders' and Allied Trades Association (West Cape)

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

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

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

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Wes-telike Provinsie),

om die Mediese Hulpfondsooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 1280 van 27 Junie 1980, soos gewysig en verleng by Goewermentskennisgewings Nos. R. 2283 van 28 Oktober 1981, R. 2351 van 29 Oktober 1982, R. 2158 van 30 September 1983, R. 962 van 11 Mei 1984, R. 2123 van 21 September 1984, R. 728 van 4 April 1985, R. 336 van 28 Februarie 1986 en R. 503 van 23 Maart 1989, te wysig.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklip-messelnnywerhede nagekom word—

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

(b) in die Boland en in die Kaapse Skiereiland.

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

(a) ten opsigte van die Kaapse Skiereiland slegs van toepassing op werknemers vir wie lone voorgeskryf word in klousule 16 (1) (h) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 504 van 23 Maart 1989, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Skiereiland Ooreenkoms" genoem);

(b) ten opsigte van die Boland slegs van toepassing op werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word in klousule 16 (1) (f), (g), (h) en (m) van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 460 van 18 Maart 1988, insluitende enige wysiging of verlenging daarvan, of enige daaropvolgende Ooreenkoms (hierna die "Boland Ooreenkoms" genoem).

2. KLOUSULE 9.—BYDRAES

(1) In subklousule (1), vervang "R14,40" deur "R17,60".

(2) In subklousule (2), vervang "R7,20" deur "R8,80".

(3) In subklousule (10), vervang "R14,40" deur "R17,60".

Geteken te Kaapstad op hede die 7de dag van Augustus 1989.

H. MCCARTHY,
Voorsitter.

A. C. DENNIS,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

No. R. 2324

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWINGS. — BOUNYWERHEID, WESTELIKE PROVINSIE

Ek, Eli van der Merwe Louw, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 460 van 18 Maart 1988, R. 1471 van 22 Julie 1988 en R. 2214 van 28 Oktober 1988 in met ingang van 1 November 1989 in die geval van klousules 1 en 16 (1), en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 2 tot 15 en 16 (2) tot 41 van Hoofstuk I en Hoofstuk II.

E. VANDER M. LOUW,
Minister van Mannekrag.

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

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

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

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

to amend the Medical Aid Fund Agreement published under Government Notice No. R. 1280 of 27 June 1980, as amended and extended by Government Notices Nos. R. 2283 of 28 October 1981, R. 2351 of 29 October 1982, R. 2158 of 30 September 1983, R. 962 of 11 May 1983, R. 2123 of 21 September 1984, R. 728 of 4 April 1985, R. 336 of 28 February 1986 and R. 503 of 23 March 1989.

1. SCOPE OF APPLICATION

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

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

(b) in the Boland and in the Cape Peninsula.

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

(a) in respect of the Cape Peninsula only apply to employees for whom wages are prescribed in clause 16 (1) (h) of the Agreement published under Government Notice No. R. 504 of 23 March 1989, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Peninsula Agreement");

(b) in respect of the Boland only apply to employees (excluding learners) for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m) of the Agreement published under Government Notice No. R. 460 of 18 March 1988, including any amendment or extension thereof, or any succeeding Agreement (hereinafter referred to as the "Boland Agreement").

2. CLAUSE 9.—CONTRIBUTIONS

(1) In subclause (1), substitute "R17,60" for "R14,40".

(2) In subclause (2), substitute "R8,80" for "R7,20".

(3) In subclause (10), substitute "R17,60" for "R14,40".

Signed at Cape Town this 7th day of August 1989.

H. MCCARTHY,
Chairman.

A. C. DENNIS,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

No. R. 2324

27 October 1989

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES.—BUILDING INDUSTRY, WESTERN PROVINCE

I, Eli van der Merwe Louw, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 460 of 18 March 1988, R. 1471 of 22 July 1988 and R. 2214 of 28 October 1988, with effect from 1 November 1989 in the case of clauses 1 and 16 (1), and with effect from the first payweek commencing on or after the said date in the case of clauses 2 to 15 and 16 (2) to 41 of Chapter I and Chapter II.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2325

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.—
HERBEKRAGTIGING VAN OOREENKOMS VIR
DIE BOLAND

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

(a) kragtens 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 1 November 1989 in die geval van klousules 1 tot 4 en 10 (1), en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 5 tot 9 en 10 (2) tot 15, en vir die tydperk wat op 31 Maart 1991 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3, 13 en 15, met ingang van 1 November 1989 in die geval van klousules 1, 4 en 10 (1) en met ingang van die eerste loonweek wat begin op of na genoemde datum in die geval van klousules 5 tot 9, 10 (2) tot 12 en 14, en vir die tydperk wat op 31 Maart 1991 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades Association (West Cape)

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

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

om die Ooreenkoms, gepubliseer by Goewermenskennisgewing No. R. 460 van 18 Maart 1988, soos gewysig deur Goewermenskennisgewing No. R. 1471 van 22 Julie 1988 en R. 2214 van 28 Oktober 1988, te wysig.

No. R. 2325

27 October 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—RE-ENACTMENT OF AGREEMENT FOR THE BOLAND

I, Eli van der Merwe Louw, 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 1 November 1989 in the case of clauses 1 to 4 and 10 (1), and with effect from the first payweek commencing on or after the said date in the case of clauses 5 to 9 and 10 (2) to 15 and for the period ending 31 March 1991, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3, 13 and 15, shall be binding, with effect from 1 November 1989 in the case of clauses 1, 4 and 10 (1) and with effect from the first payweek commencing on or after the said date in the case of clauses 5 to 9, 10 (2) to 12 and 14, and for the period ending 31 March 1991, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades Association (West Cape)

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

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

to amend the Agreement published under Government Notice No. R. 460 of 18 March 1988, as amended by Government Notices Nos. R. 1471 of 22 July 1988 and R. 2214 of 28 October 1988.

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd die gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskennigswing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermentskennigswing No. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Strand en Malmesbury (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennigswing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het).

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

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

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

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

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

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

(f) van toepassing op voormanne;

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

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 31 Maart 1993 of vir sodanige tydperk as wat hy mag bepaal.

3. SPESIALE BEPALINGS

Klousules 5 (2), 17 (4) (b), 26, 28 (5) (c) 30, 32, 33 en 36 van die Ooreenkoms gepubliseer by Goewermentskennigswing No. R. 460 van 18 Maart 1988 soos gewysig by Goewermentskennigswings Nos. R. 1471 van 22 Julie 1988 en R. 2214 van 28 Oktober 1988 (hierna die "Vorige Ooreenkoms" genoem) en soos verder van tyd tot tyd gewysig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 3 tot 5 (1), 6 tot 17 (4) (a), 17 (4) (c) tot 25, 27 tot 28 (5) (b), 28 (5) (d) tot 29, 31, 34, 35 en 37 tot 40 van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende omskrywings in na die omskrywing "vakleerling":

"Gebied A" die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd die gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermentskennigswing No. 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermentskennigswing No. 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het] en Strand;

"Gebied B" die landdrosdistrik Malmesbury (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennigswing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het);

(2) Voeg die volgende omskrywings in na die omskrywing "bootsmansstoel":

"blok" 'n muureenheid waarvan die vlakafmetings of langer as 300 mm of hoër as 150 mm is;

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Strand and Malmesbury (excluding that portion which prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville).

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

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

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

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

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

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

(f) apply to foremen;

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act and shall remain in force until 31 March 1993 or for such period as he may determine.

3. SPECIAL PROVISIONS

The provisions of clauses 5 (2), 17 (4) (b), 26, 28 (5) (c) 30, 32, 33 and 36 of the Agreement published under Government Notice R. 460 of 18 March 1988, as amended by Government Notices R. 1471 of 22 July 1988 and R. 2214 of 28 October 1988 (hereinafter referred to as the "Former Agreement"), and as further amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions of clauses 3 to 5 (1), 6 to 17 (4) (a), 17 (4) (c) to 25, 27 to 28 (5) (b), 28 (5) (d) to 29, 31, 34, 35 and 37 to 40 of the Former Agreement as amended from time to time, shall apply to employers and employees.

5. CLAUSE 3.—DEFINITIONS

(1) Insert the following definitions after the definition "apprentice":

"Area A" means the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice No. 283 of 2 March 18962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice No. 173 of 9 February 1973), fell within the Magisterial District of Wynberg] and Strand;

"Area B" means the Magisterial District of Malmesbury (excluding that portion which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville);

(2) Insert the following definitions after the definition "boatswain's chair":

"block" means a walling unit of which the face dimensions exceed either 300 mm in length or 150 mm in height;

'bloklêr' iemand wat ouer as 21 jaar is, wat by die Raad geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het, wat blokke soos in hierdie Ooreenkoms omskryf, lê op enige soort konstruksie of wat plaveiplatblokke vooraf gevormde betongeste en randstene lê, maar wat geen bakstene van watter grootte of soort ook al mag lê nie behalwe waar dit vir verbanddoeleindes nodig is;"

(3) Vervang die omskrywing "slegs-arbeid-kontrak" deur die volgende:

"'slegs-arbeid-kontrak', 'n kontrak ingevolge waarvan 'n werk-gewer onderneem om werk te doen waarvoor hy slegs betaal sal word vir die verskaffing van sy eie arbeid asook die van sy werknemers, en ingevolge waarvan die werk-gewer nie verantwoordelik is vir die betaling van enige vervaardiger of handelaar wat in die gewone loop van sake goedere of materiaal aan die Bounywerheid verskaf, vir enige materiaal wat vir die uitvoering van die werk gebruik sal word nie;"

6. KLOUSULE 4.—REGISTRASIE VAN WERKGEWERS

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

"(2) Waar die werk-gewer 'n vennootskap, maatskappy of beslote korporasie is, moet die inligting wat by subklousule (1) (a) en (b) vereis word, aan die Raad verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris, en in die geval van 'n maatskappy of beslote korporasie moet 'n gesertifiseerde afskrif van die Sertifikaat van Inkorporasie uitgereik deur die Registrateur van Maatskappye en Korporasies by registrasie as 'n werk-gewer aan die Raad verskaf word."

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

"(7) (b) Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, moet die waarborg vir minstens R750 wees in die geval van Gebied A en minstens R500 in die geval van Gebied B en dit hoef nie meer as vir R10 000 te wees nie, ongeag die aantal werknemers in diens van die werk-gewer."

7. KLOUSULE 10.—VERBOD OP STUKWERK, TAAKWERK EN KONTRAKTE VIR SLEGS-ARBEID

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

"Geen prinsipaal mag toelaat dat enige werk op 'n kontrakbasis deur 'n slegs-arbeid-kontrakteur op die prinsipaal se perseel verrig word nie, tensy sodanige slegs-arbeid-kontrakteur by die Raad geregistreer is as 'n werk-gewer ingevolge klousule 4, en die onus rus op die prinsipaal wat toelaat dat die werk verrig word, om toe te sien dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is."

8. KLOUSULE 13.—WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

Vervang subklousule 7 (e) deur die volgende:

"(e) in die geval van 'n nagwag wat meer as ses dae in enige week werk, 'n addisionele bedrag gelyk aan 'n derde van sy gewone weekloon en indien hy werk verrig op enige van die openbare vakansiedae in subklousule 16 (6) bedoel, ongeag die weekdag waarop die vakansiedag val, moet die werk-gewer hom 'n bedrag gelyk aan twee dae se betaling betaal ten opsigte van sodanige dag gewerk."

9. KLOUSULE 15.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

"(b) op 'n openbare vakansiedag, tensy daar skriftelik toestemming van die Raad vooraf verkry is."

10. KLOUSULE 16.—LONE

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

	Gebied A	Gebied B
	Sent per uur	Sent per uur
(a) Algemene werker.....	255	191
(b) Hyservediener.....	267	200
(c) Kraghyskraandrywer	279	209
Vloerskuurder.....	279	209
Klippoleerder en terrazzowerker	279	209
(d) Leerling-ambagsman:		
(i) Eerste jaar.....	274	205
(ii) Tweede jaar.....	311	233
(iii) Derde jaar.....	368	276
(iv) Vierde jaar.....	480	360
(e) Ambagsman se assistent/Bloklêr ...	480	360
(f) Ambagsman	630	473
(g) Vakman en Voorman	709	532
(h) Meestervakman	788	591

'blocklayer' means any person over the age of 21 years who is registered with the Council and who has been issued with the appropriate registration card by the Council, who is engaged in the laying of blocks as defined in this Agreement, on any type of construction, or the laying of paving slabs, precast concrete channels and kerbs, but who shall not be permitted to lay bricks of any size or type, except where these are required for bonding purposes;"

(3) Substitute the following for the definition of "labour-only contract":

"'labour-only contract' means a contract 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, including the labour of his employees, and where such employer is not responsible in terms of the contract for paying any manufacturers or merchants who, in the ordinary course of their business, supply goods or materials to the Building Industry, for any of the material to be used in the execution of such work."

6. CLAUSE 4.—REGISTRATION OF EMPLOYERS

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

"(2) Where the employer is a partnership, company or close corporation, information in accordance with subclause (1) (a) and (b) shall be furnished to the Council in respect of each partner, director, manager or secretary, and in the case of a company or close corporation a certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Corporations shall be furnished on registration as an employer."

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

"(7) (b) Notwithstanding anything to the contrary herein contained, the guarantee shall not be for less than R750 for Area A and not less than R500 for Area B and need not be for more than R10 000, irrespective of the number of employees in the employment of the employer."

7. CLAUSE 10.—PROHIBITION OF PIECE-WORK, TASKWORK AND LABOUR-ONLY CONTRACTS

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

"No principal shall permit the performance of any work on a contract basis by a labour-only contractor on the principal's premises unless such labour-only contractor is registered with the Council as an employer in accordance with the provisions of clause 4, and the onus shall be on the principal permitting the performance of such work to satisfy himself that the labour-only contractor concerned is so registered."

8. CLAUSE 13.—HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

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

"(e) in the case of a night-watchman who works more than six days in any week, an additional amount equal to a third of his normal weekly wage, and if he works on any one of the public holidays referred to in subclause 16 (6), irrespective of the weekday such holiday falls on, the employer shall pay him an amount equal to two days' pay in respect of such day worked."

9. CLAUSE 15.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

"(b) on any public holiday, unless the written consent of the Council has first been obtained."

10. CLAUSE 16.—WAGES

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

	Area A	Area B
	Cents per hour	Cents per hour
(a) General worker	255	191
(b) Hoist operator.....	267	200
(c) Power crane driver	279	209
Floor sander	279	209
Stone polisher and terrazzo worker ..	279	209
(d) Learner artisan:		
(i) First year.....	274	205
(ii) Second year	311	233
(iii) Third year	368	276
(iv) Fourth year	480	360
(e) Artisan's assistant/Blocklayer	480	360
(f) Artisan	630	473
(g) Craftsman and Foreman	709	532
(h) Master craftsman	788	591

	Gebied A Loon per week R	Gebied B Loon per week R
(i) Drywers:		
(i) Meer as 6 metrieke ton	146,21	109,66
(ii) 3-6 metrieke ton	124,41	93,31
(iii) Ander voertuie	108,10	81,08
(j) Nagwag	105,49	79,12
	Sent per uur	Sent per uur
(k) Skoonmaker	179	134
(l) Vakleerlinge:		
(i) Eerste jaar	311	233
(ii) Tweede jaar	368	276
(iii) Derde jaar	480	360
(m) Verwer	N.V.T.	426"

(2) Voeg die volgende subklousule in:

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

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

(ii) ondanks voorbehoudsbepaling (i) hiervan, 'n werknemer nie geregtig is op besoldiging ten opsigte van sodanige openbare vakansiedag of -dae nie indien hy gedurende die spesifieke betaalweek waarin so 'n vakansiedag of -dae val, gewone werkdag verloor het:

Met dien verstande dat gewone werkdag verloor weens omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, siekte gestaaf deur 'n mediese sertifikaat of afwesigheid met die werkgewer se verlof, vir die toepassing van hierdie klousule nie as verlore werkdag geag moet word nie.

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

11. KLOUSULE 28.—VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

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

"Klas werknemer"	Gebied A Per week R	Gebied B Per week R
Werknemers vir wie lone voorgeskryf word in—		
(i) klousule 16 (1) (k)	4,40	3,60
(ii) klousule 16 (1) (a), (i) (iii) en (j) ..	6,40	4,80
(iii) klousule 16 (1) (b) en (d) (i)	6,80	5,20
(iv) klousule 16 (1) (c)	7,20	5,20
(v) klousule 16 (1) (i) (ii)	7,20	5,60
(vi) klousule 16 (1) (d) (ii) en (1) (i) ..	8,00	5,60
(vii) klousule 16 (1) (i) (i)	8,40	6,40
(viii) klousule 16 (1) (d) (iii) en (1) (ii)	9,20	6,80
(ix) klousule 16 (1) (d) (iv), (e) en (1) (iii)	12,00	9,20
(x) klousule 16 (1) (m)	N.V.T.	10,80
(xi) klousule 16 (1) (f)	16,00	12,00
(xii) klousule 16 (1) (g)	18,00	13,20
(xiii) klousule 16 (1) (h)	20,00	14,80"

	Area A Wage per week R	Area B Wage per week R
(i) Drivers:		
(i) Over 6 m tons	146,21	109,66
(ii) 3-6 m tons	124,41	93,31
(iii) Other vehicles	108,10	81,08
(j) Night-watchman	105,49	79,12
	Cents per hour	Cents per hour
(k) Cleaner	179	134
(l) Apprentices:		
(i) First year	311	233
(ii) Second year	368	276
(iii) Third year	480	360
(m) Painter	N.A.	426"

(2) Insert the following subclause:

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

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

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

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

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

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

"Category of employee"	Area A Per week R	Area B Per week R
Employees for whom wages are prescribed in—		
(i) clause 16 (1) (k)	4,40	3,60
(ii) clause 16 (1) (a), (i) (iii) and (j) ..	6,40	4,80
(iii) clause 16 (1) (b) and (d) (i)	6,80	5,20
(iv) clause 16 (1) (c)	7,20	5,20
(v) clause 16 (1) (i) (ii)	7,20	5,60
(vi) clause 16 (1) (d) (ii) and (1) (i) ..	8,00	5,60
(vii) clause 16 (1) (i) (i)	8,40	6,40
(viii) clause 16 (1) (d) (iii) and (1) (ii)	9,20	6,80
(ix) clause 16 (1) (d) (iv), (e) and (1) (iii)	12,00	9,20
(x) clause 16 (1) (m)	N.A.	10,80
(xi) clause 16 (1) (f)	16,00	12,00
(xii) clause 16 (1) (g)	18,00	13,20
(xiii) clause 16 (1) (h)	20,00	14,80"

12. KLOUSULE 29.—PENSIOENFONDS

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

"Klas werknemer"	Gebied A	Gebied B
	Per week R	Per week R
Werknemers vir wie lone voorgeskryf word in—		
(i) klousule 16 (1) (i) (iii) en (j)	16,00	12,00
(ii) klousule 16 (1) (a)	16,40	12,00
(iii) klousule 16 (1) (b)	17,20	12,80
(iv) klousule 16 (1) (c)	18,00	13,20
(v) klousule 16 (1) (i) (ii)	18,00	13,60
(vi) klousule 16 (1) (i) (i)	21,20	16,00
(vii) klousule 16 (1) (e)	30,80	22,80
(viii) klousule 16 (1) (f)	40,00	30,00
(ix) klousule 16 (1) (g)	45,20	34,00
(x) klousule 16 (1) (h)	50,40	37,60
(xi) klousule 16 (1) (m)	N.V.T.	27,20

13. KLOUSULE 30.—AFTREKKING VIR SIEKTEBYSTAND-FONDS VIR VAKVERENIGINGS

In subklousule (1), vervang die syfer "R1,00" deur die syfer "R1,50".

14. KLOUSULE 31.—SIEKEFONDS VIR DIE BOUNYWERHEID

(1) In subklousule (2) (a) (i), vervang die syfer "R1,00" deur die syfer "R1,30".

(2) In subklousule (2) (a) (ii), vervang die syfer "R4,00" deur die syfer "R4,80".

(3) Skrap subklousule (4) (d).

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

"(f) Die Fonds moet die bydraes vir die Vakansie- en die Pensioen-fonds in hierdie Ooreenkoms voorgeskryf en die bydrae voorgeskryf in die Ooreenkoms vir die Mediese Hulpfonds van die Bounywerheid, ten behoeve van so 'n werknemer uit sy algemene fonds bly uitbetaal."

15. KLOUSULE 32.—LEDEGELD VIR VAKVERENIGINGS

Vervang die eerste paragraaf van subklousule (1) deur die volgende:

"(1) Elke werkgever moet 'n bedrag van R1,50 as ledegeld wat aan die vakverenigings betaalbaar is, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enigen van die vakverenigings wat 'n party is by die Ooreenkoms en vir wie lone in klousule 16 (1) (f), (g), (h) en (m) voorgeskryf word, 60 sent per week in die geval van werknemers vir wie lone in klousule 16 (1) (a), (b), (i) (iii), (j) en (k) voorgeskryf word en 90 sent per week in die geval van werknemers vir wie lone in klousule 16 (1) (c), (d), (e), (i) (i) en (ii) en (l) voorgeskryf word: Met dien verstande dat 'n werkgever geen bydrae ingevolge hierdie subklousule moet maak ten opsigte van 'n werknemer wat—".

Geteken te Kaapstad op hede die 7de dag van Augustus 1989.

H. MCCARTHY,

Voorsitter.

A. C. DENNIS,

Ondervoorsitter.

J. J. KITSHOFF,

Sekretaris.

No. R. 2326

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

KLERASIENYWERHEID, KAAP.—WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, 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

12. CLAUSE 29.—PENSION FUND

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

"Category of employee"	Area A	Area B
	Per week R	Per week R
Employees for whom wages are prescribed in—		
(i) clause 16 (1) (i) (iii) and (j)	16,00	12,00
(ii) clause 16 (1) (a)	16,40	12,00
(iii) clause 16 (1) (b)	17,20	12,80
(iv) clause 16 (1) (c)	18,00	13,20
(v) clause 16 (1) (i) (ii)	18,00	13,60
(vi) clause 16 (1) (i) (i)	21,20	16,00
(vii) clause 16 (1) (e)	30,80	22,80
(viii) clause 16 (1) (f)	40,00	30,00
(ix) clause 16 (1) (g)	45,20	34,00
(x) clause 16 (1) (h)	50,40	37,60
(xi) clause 16 (1) (m)	N.A.	27,20

13. CLAUSE 30.—TRADE UNION SICK BENEFIT FUND DEDUCTIONS

In subclause (1), substitute the figure "R1,50" for the figure "R1,00".

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

(1) In subclause (2) (a) (i) substitute the figure "R1,30" for the figure "R1,00".

(2) In subclause (2) (a) (ii), substitute the figure "R4,80" for the figure "R4,00".

(3) Delete subclause (4) (d).

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

"(f) The Fund shall for its general funds continue to pay, on behalf of such employee, the contributions to the Holiday Fund and Pension Fund prescribed in this Agreement and the contribution prescribed in the Agreement for the Building Industry Medical Aid Fund."

15. CLAUSE 32.—TRADE UNION SUBSCRIPTIONS

Substitute the following for the first paragraph of subclause (1):

"(1) Every employer shall deduct an amount of R1,50 for trade union subscriptions payable from the remuneration due every week to each of his employees who is a member of any of the trade unions which is a party to the Agreement and for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m), 60 cents per week in the case of an employee for whom wages are prescribed in clause 16 (1) (a), (b), (i) (iii), (j) or (k) and 90 cents per week in the case of an employee for whom wages are prescribed in clause 16 (1) (c), (d), (e), (i) (i) and (ii) and (l): Provided that no payment in terms of this subclause shall be made by an employer in respect of an employee who—".

Signed at Cape Town this 7th day of August 1989.

H. MCCARTHY,

Chairman.

A. C. DENNIS,

Vice-Chairman.

J. J. KITSHOFF,

Secretary.

No. R. 2326

27 October 1989

LABOUR RELATIONS ACT, 1956

CLOTHING INDUSTRY, CAPE.—AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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

genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1989 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 13, 14 en 15, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die bebede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP) OOREENKOMS

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

Cape Clothing Manufactures' Association
en die

Cape Knitting Industry Association

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

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

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

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap), om die Hofooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, soos gewysig en verleng deur Goewermentskennisgewings Nos. R. 2658 van 2 Desember 1983, R. 1260 van 22 Junie 1984, R. 1553 van 27 Julie 1984, R. 2433 van 9 November 1984, R. 2668 van 7 Desember 1984, R. 1742 van 9 Augustus 1985, R. 2692 van 6 Desember 1985, R. 305 van 21 Februarie 1986, R. 2333 van 14 November 1986, R. 251 van 6 Februarie 1987, R. 2810 van 18 Desember 1987, R. 2066 van 14 Oktober 1988 en R. 2455 van 2 Desember 1988, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die Landdrostdistrikte—

(i) Die Kaap, Simonstad, Goodwood, Bellville, Somerset-West en Strand deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrawe (a) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983;

(ii) Wynberg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrawe (a) en/of (b) en/of (c) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983; en

Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1989, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), 13, 14 and 15, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufactures' Association
and

Cape Knitting Industry Association

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

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

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Main Agreement published under Government Notice No. R. 1373 of 1 July 1983, as amended and extended by Government Notices Nos. R. 2658 of 2 Desember 1983, R. 1260 of 22 June 1984, R. 1553 of 27 July 1984, R. 2433 of 9 November 1984, R. 2668 of 7 Desember 1984, R. 1742 of 9 August 1985, R. 2692 of 6 Desember 1985, R. 305 of 21 Februarie 1986, R. 2333 of 14 November 1986, R. 251 of 6 Februarie 1987, R. 2810 of 18 Desember 1987, R. 2066 of 14 Oktober 1988 and R. 2455 of 2 Desember 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of—

(i) The Cape, Simon's Town, Goodwood, Bellville, Somerset West and Strand by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983;

(ii) Wynberg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) and/or (b) and/or (c) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983; and

(iii) Malmesbury en Moorreesburg deur werkgewers en werknemers wat onderskeidelik betrokke is by of deelneem aan die werksaamhede bedoel in paragrawe (a) (uitgesonderd lyfbande wat van leer of van sintetiese materiaal gemaak word) en/of (b) van die omskrywing "Klerasienywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983.

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

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

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer bedra as R13 806 per jaar;

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

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

In subklousule (2) (b), vervang die syfer "R11 804" deur die syfer "R13 806;"

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na "snyer":

"dagwerker" 'n werknemer wat nie 'n skofwerker is nie;"

(2) Vervang die omskrywing "ondervinding" deur die volgende:

"ondervinding"—

kategorie (1)—ten opsigte van klerke en fabrieksklerke, die totale tydperk of tydperke wat sodanige werknemers as klerke en fabrieksklerke werksaam was, na gelang van die geval, ongeag die bedryf waarin sodanige ondervinding opgedoen is;

kategorie (2)—ten opsigte van ander werknemers as klerke, fabrieksklerke, klerasiasienwerktuigkundiges, drywers van motorvoertuie, ketelbedieners, versendingsverpakkers, handelsreisigers se drywers, wagte of opsigters, arbeiders en algemene werkers, die totale tydperk of tydperke wat sodanige werknemers werksaam was in die Klerasienywerheid in 'n ander hoedanigheid as die van klerke, fabrieksklerke, klerasiasienwerktuigkundiges, drywers van motorvoertuie, ketelbedieners, versendingsverpakkers, handelsreisigers se drywers, wagte of opsigters, arbeiders en algemene werkers;

kategorie (3)—ten opsigte van klerasiasienwerktuigkundiges, die totale tydperk of tydperke wat sodanige werknemers as klerasiasienwerktuigkundiges, werksaam was;

kategorie (4)—ten opsigte van toesighouers, gehaltebeheerders en instruksie, die totale tydperk of tydperke wat sodanige werknemers as toesighouers, gehaltebeheerders en instruksie werksaam was;

kategorie (5)—ten opsigte van klerasietegnici, die totale tydperk of tydperke wat sodanige werknemers as klerasie-tegnici werksaam was;

Met dien verstande dat waar 'n werknemer met minder as een jaar ondervinding nie binne 'n tydperk van vyf jaar vanaf die datum waarop hy laas in die Nywerheid in diens was weer in die Nywerheid in diens geneem is nie, die ondervinding opgedoen buite rekening ge-laat moet word by die berekening van die minimum loon waarteen hy diens kan aanvaar;"

(3) Vervang die omskrywing "uurloon" deur die volgende:

"uurloon" die weekloon in klousule 4 (1) voorgeskryf, gelees met klousule 4 (10), gedeel deur—

60, in die geval van 'n wag of opsigter;

46, in die geval van 'n ketelbediener;

42½ in die geval van alle ander werknemers;"

(4) Voeg die volgende nuwe omskrywing in na "werkspan":

"skofwerker" 'n werknemer wat skofte werk in of in verband met 'n bedrywigheid met betrekking waartoe daar in twee of meer skofte per dag gewerk word;"

(5) Vervang die omskrywing "loon" deur die volgende:

"loon" die bedrag in geld wat ingevolge klousule 4 (1), gelees met klousule 4 (10), aan 'n werknemer betaal word ten opsigte van sy gewone werkure soos in klousule 9 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer ten opsigte van sodanige wer-kure gereeld 'n hoër bedrag betaal as wat in klousule 4 (1), gelees met klousule 4 (10), voorgeskryf word, dit dié hoër bedrag beteken;

(iii) Malmesbury and Moorreesburg by employers and employees who are engaged in or employed on the operations referred to in paragraphs (a) (excluding belts made from leather or synthetic material) and/or (b) of the definition "Clothing Industry" in clause 3 of the Agreement published under Government Notice No. R. 1373 of 1 July 1983.

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

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

(b) not apply to employees and working directors whose wages are more than R13 806 per annum;

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

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

In subclause (2) (b), substitute the figure "R13 806" for the figure "R11 804"

3. CLAUSE 3.—DEFINITIONS

(1) Insert the following new definition after "cutter":

"day worker" means an employee who is not a shift worker;"

(2) Substitute the following for the definition "experience":

"experience" means—

category (1)—in relation to clerks and factory clerks, the total period or periods of employment which such employees have had as clerks and factory clerks, as the case may be, irrespective of the trade in which such experience was gained;

category (2)—in relation to employees other than clerks, factory clerks, clothing machine mechanics, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers, the total period or periods of employment of employees in the Clothing Industry in any capacity other than that of clerks, factory clerks, clothing machine mechanics, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers;

category (3)—in relation to clothing machine mechanics, the total period or periods of employment which such employees have had as clothing machine mechanics;

category (4)—in relation to supervisors, quality controllers and instructors, the total period or periods of employment which such employees have had as supervisors, quality controllers and instructors;

category (5)—in relation to clothing technicians, the total period or periods of employment which such employees have had as clothing technicians;

Provided that where any employee with less than one year's experience has not been re-employed in the Industry within a period of five years from the date on which he was last employed in the Industry, any experience gained shall be ignored for the purpose of calculating the minimum wage at which he may commence service;"

(3) Substitute the following for the definition "hourly rate":

"hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 (1) read with clause 4 (10), divided by—

60, in the case of a watchman or caretaker;

46, in the case of a boiler attendant;

42½ in the case of all other employees;"

(4) Insert the following new definition after "set of workers":

"shift worker" means an employee who works shifts in or in connection with an activity with respect to which work is performed in two or more shifts per day;"

(5) Substitute the following for the definition "wage":

"wage" means the amount of money paid to an employee in terms of clause 4 (1), read with clause 4 (10), in respect of his ordinary hours of work as prescribed in clause 9: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in clause 4 (1), read with clause 4 (10), it means such higher amount;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit besoldiging bedoel of insluit wat 'n werknemer in diens op 'n grondslag in klousule 7 bepaal, ontvang het benewens die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;".

4. KLOUSULE 4. — LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem moet word deur ondergenoemde klasse werknemers, onderworpe aan die bepalinge van hierdie Ooreenkoms, is soos volg:

Deel A	Per week R
Snyafdeling:	
Hoofsnyer.....	265,50
Patroonmaker:	
(a) Gekwalifiseer.....	265,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	133,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding.....	151,00
Tweede ses maande ondervinding.....	169,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding.....	187,00
Tweede ses maande ondervinding.....	206,00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding.....	226,00
Tweede ses maande ondervinding.....	246,00
Daarna, die loon voorgeskryf in (a), d.w.s.....	265,50
Patroongradeerder:	
(a) Gekwalifiseer.....	213,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	127,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding.....	139,00
Tweede ses maande ondervinding.....	151,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding.....	162,00
Tweede ses maande ondervinding.....	174,00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding.....	187,00
Tweede ses maande ondervinding.....	200,00
Daarna, die loon voorgeskryf in (a), d.w.s.....	213,50
Snyer, snylaagpatroonoplêer:	
(a) Gekwalifiseer.....	206,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	105,00
<i>Tweede jaar</i>	
Eerste ses maande ondervinding.....	121,50
Tweede ses maande ondervinding.....	137,50
<i>Derde jaar</i>	
Eerste ses maande ondervinding.....	153,50
Tweede ses maande ondervinding.....	170,00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding.....	188,00
Daarna, die loon voorgeskryf in (a), d.w.s.....	206,00

(ii) the first proviso shall not be construed so as to refer to, or include, such remuneration which an employee who is employed on any basis provided for in clause 7 received over and above the amount which he would have received had he not been employed on such basis;".

4. CLAUSE 4. — WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

Part A	Per week R
Cutting Department:	
Head cutter	265,50
Pattern maker:	
(a) Qualified	265,50
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience.....	133,50
<i>Second year</i>	
First six months of experience	151,00
Second six months of experience.....	169,00
<i>Third year</i>	
First six months of experience	187,00
Second six months of experience.....	206,00
<i>Fourth year</i>	
First six months of experience	226,00
Second six months of experience.....	246,00
Thereafter, the wage specified in (a), i.e	265,50
Pattern grader:	
(a) Qualified	213,50
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience.....	127,50
<i>Second year</i>	
First six months of experience	139,00
Second six months of experience.....	151,00
<i>Third year</i>	
First six months of experience	162,00
Second six months of experience.....	174,00
<i>Fourth year</i>	
First six months of experience	187,00
Second six months of experience.....	200,00
Thereafter, the wage specified in (a), i.e	213,50
Cutter, Lay-maker:	
(a) Qualified	206,00
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience.....	105,00
<i>Second year</i>	
First six months of experience	121,50
Second six months of experience.....	137,50
<i>Third year</i>	
First six months of experience	153,50
Second six months of experience.....	170,00
<i>Fourth year</i>	
First six months of experience	188,00
Thereafter, the wage specified in (a), i.e	206,00

	Per week R
Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:	
(a) Gekwalifiseer.....	145,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	98,00
<i>Tweede jaar</i>	
Eerste ses maande ondervinding.....	105,00
Tweede ses maande ondervinding.....	113,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding.....	121,00
Tweede ses maande ondervinding.....	129,00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding.....	137,00
Daarna, die loon voorgeskryf in (a), d.w.s.....	145,50
(c) Indien bevorder tot leerlingsnyer:	
Eerste ses maande na datum van bevordering.....	166,00
Tweede ses maande na datum van bevordering.....	186,00
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.....	206,00
<i>Laagopleer:</i>	
(a) Gekwalifiseer.....	119,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	97,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding.....	100,50
Tweede ses maande ondervinding.....	105,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding.....	110,50
Daarna, die loon voorgeskryf in (a), d.w.s.....	119,00
(c) Indien bevorder tot leerlingsnyer:	
Eerste ses maande na datum van bevordering.....	119,00
Tweede ses maande na datum van bevordering.....	138,00
Derde ses maande na datum van bevordering.....	160,50
Vierde ses maande na datum van bevordering.....	183,00
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.....	206,00
(d) Indien bevorder tot leerlingtussen-voeringsnyer, -voeringwerker, -leersnyer of -dassnyer:	
Eerste ses maande na datum van bevordering.....	119,00
Tweede ses maande na datum van bevordering.....	130,50
Daarna, die loon vir 'n gekwalifiseerde tussenvoeringsnyer, voeringwerker, leersnyer of dassnyer voorgeskryf, d.w.s.....	145,50
(e) Indien bevorder tot saampasser:	
Eerste ses maande na datum van bevordering.....	119,00
Tweede ses maande na datum van bevordering.....	125,00
Derde ses maande na datum van bevordering.....	134,50

	Per week R
Interlining cutter, trimmer, leather cutter and tie cutter:	
(a) Qualified	145,50
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience.....	98,00
<i>Second year</i>	
First six months of experience	105,00
Second six months of experience.....	113,00
<i>Third year</i>	
First six months of experience	121,00
Second six months of experience.....	129,00
<i>Fourth year</i>	
First six months of experience	137,00
Thereafter, the wage specified in (a), i.e	145,50
(c) If advanced to learner cutter:	
First six months from date of advancement	166,00
Second six months from date of advancement	186,00
Thereafter, the wage specified for a qualified cutter, i.e.	206,00
<i>Layer-up:</i>	
(a) Qualified	119,00
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience.....	97,50
<i>Second year</i>	
First six months of experience	100,50
Second six months of experience.....	105,00
<i>Third year</i>	
First six months of experience	110,50
Thereafter, the wage specified in (a), i.e	119,00
(c) If advanced to learner cutter:	
First six months from date of advancement	119,00
Second six months from date of advancement	138,00
Third six months from date of advancement	160,50
Fourth six months from date of advancement	183,00
Thereafter, the wage specified for a qualified cutter, i.e.	206,00
(d) If advanced to learner interlining cutter, learner trimmer, learner leather cutter or learner tie cutter:	
First six months from date of advancement	119,00
Second six months from date of advancement	130,50
Thereafter, the wage specified for qualified interlining cutter trimmer, leather cutter or tie cutter, i.e.	145,50
(e) If advanced to fitter-up:	
First six months from date of advancement	119,00
Second six months from date of advancement	125,00
Third six months from date of advancement	134,50

	Per week R		Per week R
Vierde ses maande na datum van bevordering	143,50	Fourth six months from date of advancement	143,50
Vyfde ses maande na datum van bevordering	153,00	Fifth six months from the date of advancement	153,00
Daarna, die loon vir 'n saampasser voorgeskryf, d.w.s.	162,50	Thereafter, the wage specified for fitter-up, i.e.	162,50
Perssnyer:		Clicker:	
(a) Gekwalifiseer	150,50	(a) Qualified	150,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding	97,50	Second six months of experience	97,50
Tweede jaar ondervinding	109,00	Second year of experience	109,00
Derde jaar ondervinding	129,00	Third year of experience	129,00
Daarna, die loon voorgeskryf in (a), d.w.s.	150,50	Thereafter, the wage specified in (a) i.e.	150,50
Natrekker:		Tracer:	
(a) Gekwalifiseer	139,00	(a) Qualified	139,00
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding	99,50	Second six months of experience	99,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	109,00	First six months of experience	109,00
Tweede ses maande ondervinding	119,00	Second six months of experience	119,00
Derde jaar		Third year	
Eerste ses maande ondervinding	128,00	First six months of experience	128,00
Daarna, die loon voorgeskryf in (a), d.w.s.	139,00	Thereafter, the wage specified in (a), i.e.	139,00
Deel B		Part B	
Fabriekswerkers:		Factory operatives:	
Klerasiemasjienwerktuigkundige:		Clothing machine mechanic:	
(a) Gekwalifiseer	265,50	(a) Qualified	265,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding	133,50	Second six months of experience	133,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	151,00	First six months of experience	151,00
Tweede ses maande ondervinding	169,00	Second six months of experience	169,00
Derde jaar		Third year	
Eerste ses maande ondervinding	187,00	First six months of experience	187,00
Tweede ses maande ondervinding	206,00	Second six months of experience	206,00
Vierde jaar		Fourth year	
Eerste ses maande ondervinding	226,00	First six months of experience	226,00
Tweede ses maande ondervinding	246,00	Second six months of experience	246,00
Daarna, die loon voorgeskryf in (a), d.w.s.	265,50	Thereafter, the wage specified in (a), i.e.	265,50
Klerasietegnikus:		Clothing technician:	
(a) Gekwalifiseer	265,50	(a) Qualified	265,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding	133,50	Second six months of experience	133,50
Tweede jaar		Second year	
Eerste ses maande ondervinding	151,00	First six months of experience	151,00
Tweede ses maande ondervinding	169,00	Second six months of experience	169,00
Derde jaar		Third year	
Eerste ses maande ondervinding	187,00	First six months of experience	187,00
Tweede ses maande ondervinding	206,00	Second six months of experience	206,00
Vierde jaar		Fourth year	
Eerste ses maande ondervinding	226,00	First six months of experience	226,00
Tweede ses maande ondervinding	246,00	Second six months of experience	246,00
Daarna, die loon voorgeskryf in (a), d.w.s.	265,50	Thereafter, the wage specified in (a), i.e.	265,50

	Per week R		Per week R
Werknemer graad A:		Grade A employee:	
(a) Gekwalifiseer.....	162,50	(a) Qualified:	162,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding.....	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding.....	100,00	Second six months of experience.....	100,00
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding.....	110,00	First six months of experience	110,00
Tweede ses maande ondervinding.....	120,50	Second six months of experience.....	120,50
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding.....	130,50	First six months of experience	130,50
Tweede ses maande ondervinding.....	141,00	Second six months of experience.....	141,00
<i>Vierde jaar</i>		<i>Fourth year</i>	
Eerste ses maande ondervinding.....	151,50	First six months of experience	151,50
Daarna, die loon voorgeskryf in (a),		Thereafter, the wage specified in (a),	
d.w.s.....	162,50	i.e.	162,50
Werknemer graad B:		Grade B employee:	
(a) Gekwalifiseer.....	129,00	(a) Qualified	129,00
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding.....	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding.....	97,50	Second six months of experience.....	97,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding.....	104,00	First six months of experience	104,00
Tweede ses maande ondervinding.....	111,50	Second six months of experience.....	111,50
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding.....	119,00	First six months of experience	119,00
Daarna, die loon voorgeskryf in (a),		Thereafter, the wage specified in (a),	
d.w.s.....	129,00	i.e.	129,00
(c) Indien bevorder tot werknemer graad A:		(c) If advanced to Grade A employee:	
Eerste ses maande na datum van be-		First six months from date of advance-	
vordering.....	129,00	ment	129,00
Tweede ses maande na datum van be-		Second six months from date of advance-	
vordering.....	138,50	ment	138,50
Derde ses maande na datum van be-		Third six months from date of advance-	
vordering.....	150,50	ment	150,50
Daarna, die loon vir 'n gekwalifiseerde		Thereafter, the wage specified for a	
werknemer graad A voorgeskryf,		qualified Grade A employee, i.e.	162,50
d.w.s.....	162,50		
(d) Indien bevorder tot leerling-toesighouer:		(d) If advanced to learner supervisor:	
Eerste ses maande na datum van be-		First six months from date of advance-	
vordering.....	Volgende bedrag**	ment	Next wage**
Tweede ses maande na datum van be-		Second six months from date of advance-	
vordering.....	147,00	ment	147,00
Daarna, die loon vir 'n gekwalifiseerde		Thereafter, the wage specified for a	
toesighouer voorgeskryf, d.w.s.....	167,50	qualified supervisor, i.e.	167,50
(e) Indien bevorder van spanleier tot leer-		(e) If advanced from set leader to learner	
ling-toesighouer:		supervisor:	
Eerste ses maande na datum van be-		First six months from date of advance-	
vordering.....	Volgende bedrag**	ment	Next wage**
Tweede ses maande na bevordering....		Second six months from date of advance-	
Daarna, die loon vir 'n gekwalifiseerde		ment	149,00
toesighouer voorgeskryf, d.w.s.....	167,50	Thereafter, the wage specified for a	
		qualified supervisor, i.e.	167,50
Werknemer graad C:		Grade C employee:	
(a) Gekwalifiseer.....	113,50	(a) Qualified	113,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding.....	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding.....	97,50	Second six months of experience.....	97,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding.....	100,50	First six months of experience	100,50
Tweede ses maande ondervinding.....	105,00	Second six months of experience.....	105,00

	Per week R
<i>Derde jaar:</i>	
Eerste ses maande ondervinding.....	109,50
Daarna, die loon voorgeskryf in (a), d.w.s.....	113,50
(c) Indien bevorder tot werknemer graad B:	
Eerste ses maande na datum van be- vordering.....	113,50
Tweede ses maande na datum van be- vordering.....	118,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.....	129,00
Voorparser, blokker:	
(a) Gekwalifiseer.....	116,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	97,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding.....	100,50
Tweede ses maande ondervinding.....	105,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding.....	110,50
Daarna, die loon voorgeskryf in (a), d.w.s.....	116,00
(c) Indien bevorder tot leerling-parser:	
Eerste ses maande na datum van be- vordering.....	116,00
Tweede ses maande na datum van be- vordering.....	139,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.....	162,50

Deel C

Klerke:

Klerk:

Eerste jaar

Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	116,00
Tweede jaar ondervinding.....	131,50
Derde jaar ondervinding.....	147,00

Vierde jaar

Eerste ses maande ondervinding.....	162,50
Daarna.....	180,00

Fabrieksklerk:

Eerste jaar

Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	97,50
Tweede jaar ondervinding.....	100,00
Derde jaar ondervinding.....	109,50

Vierde jaar

Eerste ses maande ondervinding.....	120,00
Daarna.....	130,50

Deel D

Algemeen:

Ketelbediener.....	120,00
Versendingsverpakker.....	126,00
Algemene werker.....	113,00
Arbeider.....	116,00

Drywer van motorvoertuig waarvan die onbe-
laste massa, tesame met die onbelaste massa
van 'n sleepwa of -waens wat deur sodanige
voertuig getrek word—

(a) hoogstens 1 360 kg is.....	126,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is.....	131,50
(c) meer as 2 720 kg is.....	155,50

	Per week R
<i>Third year</i>	
First six months of experience.....	109,50
Thereafter, the wage specified in (a), i.e.	113,50
(c) If advanced to Grade B employee:	
First six months from date of advance- ment.....	113,50
Second six months from date of ad- vancement.....	118,00
Thereafter, the wage specified for a qualified Grade B employee, i.e.	129,00
Underpresser, blocker:	
(a) Qualified.....	116,00
(b) Learner:	
<i>First year</i>	
First six months of experience.....	Next rate*
Second six months of experience.....	97,50
<i>Second year</i>	
First six months of experience.....	100,50
Second six months of experience.....	105,00
<i>Third year</i>	
First six months of experience.....	110,50
Thereafter, the wage specified in (a), i.e.	116,00
(c) If advanced to learner presser:	
First six months from date of advancement.....	116,00
Second six months from date of advancement.....	139,00
Thereafter, the wage specified for a qualified Grade A employee, i.e.	162,50

Part C

Clerical employees:

Clerk:

First year

First six months of experience.....	Next rate*
Second six months of experience.....	116,00
Second year of experience.....	131,50
Third year of experience.....	147,00

Fourth year

First six months of experience.....	162,50
Thereafter.....	180,00

Factory clerk:

First year

First six months of experience.....	Next rate*
Second six months of experience.....	97,50
Second year of experience.....	100,00
Third year of experience.....	109,50

Fourth year

First six months of experience.....	120,00
Thereafter.....	130,50

Part D

General:

Boiler attendant.....	120,00
Despatch packer.....	126,00
General worker.....	113,00
Labourer.....	116,00

Motor vehicle driver of a vehicle, the unladen
mass of which, together with the unladen
mass of any trailer or trailers drawn by such
vehicle—

(a) does not exceed 1 360 kg.....	126,00
(b) exceeds 1 360 kg but not 2 720 kg.....	131,50
(c) exceeds 2 720 kg.....	155,50

	Per week R
Toesighouer, gehaltebeheerder en instruksur:	
(a) Gekwalifiseer.....	167,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding.....	Volgende loon*
Tweede ses maande ondervinding.....	147,00
Daarna, die loon voorgeskryf in (a), d.w.s.....	167,50
Handelsreisiger se drywer.....	131,50
Wag of opsigter.....	138,00

* 'Volgende loon' beteken die loon voorgeskryf vir die eerste jaar, tweede ses maande ondervinding, ingevolge klousule 4 (4) (d).

** 'Volgende bedrag' beteken die loon voorgeskryf vir die tweede ses maande na datum van bevordering, ingevolge klousule 4 (4) (d)."

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

"(3) *Kontrakgrondslag.* — Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag en 'n werknemer moet ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (6) en subklousule (10), vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werke wat ingevolge klousule 9 op hom van toepassing is, of minder, gewerk het en met elke dienskontrak behoudens klousule 30 van hierdie Ooreenkoms geag word aaneenlopend te wees vanaf die datum waarop die werknemer by die werkgewer in diens getree het tot die datum waarop sodanige diens regtens beëindig word."

(3) Voeg die volgende nuwe subklousule (4) (d) in:

"(4) (d) Vir die toepassing van hierdie klousule moet 'n werknemer wat geen of minder as ses maande ondervinding het ingevolge kategorieë (1) tot (5) in die omskrywing van 'ondervinding' in klousule 3 van hierdie Ooreenkoms, beskou word asof hy ses maande ondervinding het: Met dien verstande dat sodanige ses maande ondervinding een keer ten opsigte van elke sodanige kategorie na gelang van die geval, toegestaan moet word."

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

"(7) Behoudens klousules 5 (4) en 12, moet 'n werknemer, uitgesonderd 'n los werknemer, die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (10), vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy die volle tyd of minder gewerk het."

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

"(8) *Los werknemer.* — 'n Los werknemer moet vir elke dag of 'n gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n arbeider in subklousule (1), gelees met subklousule (10)."

(6) Voeg die volgende nuwe subklousule (9) in:

"(9) *Skoftoelae.* — Benewens die besoldiging voorgeskryf in subklousule (1), gelees met subklousule (10), moet 'n skofwerker ten opsigte van sy skofure in 'n week gewerk, 'n bykomende 12½ persent op sodanige besoldiging betaal word."

(7) Voeg die volgende nuwe subklousule (10) in:

"(10) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree 'n loon ontvang wat hoër is as wat vir sy klas werk, voorgeskryf word, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goerwermentskenningsgewing No. R. 2066 van 14 Oktober 1988 en die loon voorgeskryf in hierdie Ooreenkoms vir sy klas werk."

5. KLOUSULE 5.—BETALING VAN LONE

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

"(1) (b) Ondanks paragraaf (a) moet 'n manlike werknemer, wie se minimum loon in enige van onderstaande beroepe gereël was deur klousule 5 (1) (b) van die Hoofooreenkoms gepubliseer by Goerwermentskenningsgewing No. R. 1373 van 1 Julie 1983 en wat sedert 12 Desember 1982 in dieselfde beroep in die Nywerheid werksaam was, betaal word in ooreenstemming met die loon voorgeskryf

	Per week R
Supervisor, quality controller and instructor:	
(a) Qualified.....	167,50
(b) Learner:	
<i>First year</i>	
First six months of experience.....	Next rate*
Second six months of experience.....	147,00
Thereafter, the wage specified in (a), i.e.	167,50
Traveller's driver.....	131,50
Watchman or caretaker.....	138,00

* 'Next rate' means the wage rate due for the first year, second six months' of experience, in terms of clause 4 (4) (d).

** 'Next wage' means the wage rate due for the second six months from date of advancement in terms of clause 4 (4) (d)."

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

"(3) *Basis of contract.* — For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (6) and subclause (10) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 9, or less, and subject to the provisions of clause 30 of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employers' service until the time such service is legally terminated."

(3) Insert the following new subclause (4) (d):

"(4) (d) For the purposes of this clause, any employee with no or less than six months' experience in terms of categories (1) to (5) in the definition of 'experience' in clause 3 of this Agreement shall be regarded as having six months' experience: Provided that such six months of experience shall be granted once in respect of each such category, as the case may be."

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

"(7) Subject to the provisions of clauses 5 (4) and 12, an employee, other than a casual employee, shall be paid the full weekly wage prescribed in subclause (1), read with subclause (10), for an employee of his class, whether he has worked full time or less."

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

"(8) *Casual employee.* — A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage prescribed for a labourer in subclause (1), read with subclause (10)."

(6) Insert the following new subclause (9):

"(9) *Shift allowance.* — In addition to the remuneration prescribed in subclause (1), read with subclause (10), a shift worker shall, in respect of his shift hours worked, in any week, be paid an additional 12½ per cent on such remuneration."

(7) Insert the following new subclause (10):

"(10) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice No. R. 2066 of 14 October 1988 and the wage prescribed in this Agreement for the class of work in which he is engaged."

5. CLAUSE 5.—PAYMENT OF WAGES

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

"(b) Notwithstanding the provisions of paragraph (a), a male employee whose minimum wage rate in any of the undermentioned occupations was regulated by clause 5 (1) (b) of the Main Agreement published under Government Notice No. R. 1373 of 1 July 1983, and who has been employed in the Industry in the same occupation since 12 December 1982, shall be paid in accordance with the rate set out

hieronder terwyl hy dié beroep beklee: Met dien verstande dat die voorskrifte van hierdie subklousule sal ophou om van toepassing te wees indien die werknemer diens in enige ander beroep as die beroep deur hom bedryf op 12 Desember 1982, hetsy by sy eie of 'n ander werkgever in die Nywerheid, aanvaar:

	Per week R
Toesighouers, gehaltebeheerders en instruktors.....	197,50
Werknemers graad A:	
Masjienwerkers, nasieners, rygers, hersnyers en patroonkopieerders.....	164,00
Fabrieksklerke.....	150,50
Voorparsers.....	133,50

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

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

"(2) (a) Besoldiging verskuldig aan 'n werknemer, uitgesonderd 'n skofwerker en 'n los werknemer, moet elke Vrydag gedurende die werkure, maar nie later as 17h30 nie, in kontant betaal word op die plek en tyd genoem in die kennisgewing wat in die bedryfsinrigting opgeplak is. Alle tyd wat verloop na die gewone werkure en die tyd waarop betaling gedoen word, moet geag word oortyd te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling geskied gedurende die werkure op die dat wat dié vakansiedag voorafgaan.

In die geval van 'n skofwerker moet besoldiging wat aan 'n werknemer verskuldig is, betaal word op 'n tyd waarvoor dié werknemer en sy werkgever ooreengekom het, en dié tyd moet gedurende die gewone kantoorure van die bedryfsinrigting val, maar hoogstens 24 uur na die gewone betaaldag."

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

"(4) (e) waar 'n werkgever 'n skêr aan sy werknemer verskaf het, kan 'n weeklikse paalement van hoogstens R2,00 afgetrek word totdat die koste wat die werkgever aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgever terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;"

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

"(4) (k) indien 'n werkgever op versoek van sy werknemer aan sodanige werknemer 'n oorpak verskaf, kan 'n paalement van hoogstens R2,00 per week afgetrek word totdat die koste van die oorpak aan die werkgever terugbetaal is, maar ingeval die werknemer diens verlaat of dros voordat die koste van die oorpak ten volle betaal is, kan die uitstaande bedrag van sy lone afgetrek word;"

6. KLOUSULE 9.—GEWONE WERKURE, ETENSGEUSE EN RUSPOUSES

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

"(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, ketelbediener, los werknemer en 'n wag of opsigter—

(i) 4½ uur, uitgesonderd etensgeuse maar net inbegrip van ruspouse, in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt en 'n half uur op 'n dag tussen 07:30 en 18:00;

(b) in die geval van 'n skofwerker—

(i) 4½ uur, uitgesonderd etensgeuses maar met inbegrip van ruspouses, in 'n week vanaf Sondag tot en met Saterdag;

(ii) nege uur op 'n dag waar twee skofte daaglik gewerk word, en agt uur op 'n dag waar drie skofte daaglik gewerk word;

Met dien verstande dat 'n werkgever onderling met sy skofwerkers reëlins kan tref om 4½ uur op nagskof te werk, uitgesonderd etensgeuses maar met inbegrip van ruspouses, in 'n week vanaf Maandag tot en met Donderdag (week van vier dae):

Voort met dien verstande dat 'n werkgever nie mag vereis dat werknemers as skofwerkers moet werk alvorens hy die Nywerheidsraad minstens 15 werkdag kennis gegee het van sy voorneme om skofwerk in te stel en sonder om die vakvereniging in die verband te raadpleeg nie.

below whilst employed in that occupation: Provided that the provisions of this subclause shall cease to apply in the event of such employee accepting employment with his or any other employer in the Industry in any occupation other than the occupation practised by him as at 12 December 1982.

	Per week R
Supervisors, quality controllers and instructors.....	197,50
Grade A employees:	
Machinists, passers, basters, re-cutters and pattern copiers.....	164,00
Factory clerks.....	150,50
Underpressers.....	133,50

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

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

"(2) (a) The remuneration due to an employee, other than a shift worker or a casual employee, shall be paid in cash each Friday during working hours, but not later than 17h30, at the place and time specified in the notice posted up in the establishment. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay-day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

In the case of a shift worker, the remuneration due to an employee shall be paid at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment, but not later than 24 hours after the usual pay day."

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

"(4) (e) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding R2,00 may be deducted until the cost incurred by the employer has been repaid, but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid;"

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

"(4) (k) where overalls have been provided by an employer to his employee at this request, a weekly instalment not exceeding R2,00 may be deducted until the cost thereof has been repaid, but in the event of the employee leaving or absconding before the full cost of an overall has been paid, the outstanding amount may be deducted from his wages;"

6. CLAUSE 9.—ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS

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

"(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours than—

(a) in the case of an employee, other than shift worker, boiler attendant, casual employee and watchman or caretaker—

(i) 4½ hours, excluding meal intervals, but including rest intervals, in any week from Monday to Friday, inclusive;

(ii) eight en 'n half hours on any day between 07:30 and 18:00;

(b) in the case of a shift worker—

(i) 4½ hours, excluding meal intervals, but including rest intervals, in any week from Sunday to Saturday, inclusive;

(ii) nine hours on any day where two shifts are employed daily and eight hours on any day where three shifts are employed daily;

Provided that an employer may make mutual arrangements with his shift workers to work 4½ hours on night shift, excluding meal intervals, but including rest intervals, in any week from Monday to Thursday (four-day week):

Provided further that no employer may require employees to work as shift workers without giving the Industrial Council at least 15 working days notice of his intention to work shifts, and without consulting the trade union in this regard.

(c) In die geval van 'n ketelbediener kan die weeklikse ure 46 en die daaglikse ure nege en 'n kwart uur wees.

(d) in die geval van 'n wag of opsigter kan die weeklikse ure 60 en die daaglikse ure 12 (week van vyf dae) of 10 (week van ses dae) wees.

(e) In die geval van los werknemers, kan die weeklikse ure 25½ en die daaglikse ure agt en 'n half wees."

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

"(3) *Ruspouse.*—(i) *Werknemer wat nie met 'n vervoertoestel werk nie.*—Elke werkgewer moet aan elkeen van sy werknemers 'n ruspouse toestaan van minstens—

(a) 15 minute so na doenlik aan die middel van elke werkdag in die voormiddag;

(b) 10 minute so na doenlik aan die middel van elke werkdag in die namiddag;

waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en dié pouse moet geag word deel van die gewone werkure te wees.

(ii) *Werknemers wat met 'n vervoertoestel werk.*—Aan werknemers wat werk in verband met 'n vervoertoestel verrig, moet daar geskikte ruspouse gedurende werkure toegestaan word en sodanige ruspouse moet altesaam minstens 30 minute per dag beloop. Alle sodanige ruspouse moet as deel van die werknemer se werkure gereken word, maar geen werk hoegenaamd mag gedurende sodanige ruspouses gedoen word deur 'n werknemer wat hierdie tipe werksaamheid verrig nie:

Met dien verstande dat hierdie subklousule nie van toepassing is op 'n handelsreisiger se drywer, 'n drywer van 'n motorvoertuig, 'n wag of opsigter of 'n werknemer wat goedere of boodskappe buitekant die bedryfsinrigting van sy werkgewer aflewer nie: Voorts met dien verstande dat waar daar daaglik drie skofte in 'n bedryfsinrigting gewerk word, sodanige ruspouses nie aan 'n skofwerker toegestaan hoef te word nie, mits hy gratis voorsien word van 'n koppie tee so na doenlik aan die middel van elke skof en dié tee genuttig word terwyl hy op sy pos is."

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

"(4) *Etenspouse.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur nie, en in dié pouse mag daar nie van die werknemer vereis of mag hy nie toegelaat word om te werk nie. Met dien verstande dat—

(i) werkdagperke wat deur pouses van minder as een uur onderbreek word, geag word aaneen te loop;

(ii) as sodanige pouse langer as een uur duur, die tydperk langer as een uur geag word werkure te wees;

(iii) waar twee of drie skofte daaglik in 'n bedryfsinrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute per skof of een etenspouse van minstens 30 minute per skof toegestaan moet word en daar gedurende dié pouses nie van die werknemer vereis of hy nie toegelaat mag word om te werk nie;

(iv) 'n werkgewer met sy werknemers, uitgesonderd skofwerkers, 'n ooreenkoms kan aangaan om sodanige werknemers se etenspouses tot minstens 30 minute daaglik te verkort."

(4) Skrap subklousule (5).

(5) Hernommer subklousule "(6)" om te lui "(5)".

7. KLOUSULE 10.—OORTYD

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

"(1) *Oortydwerk.*—Alle tyd gewerk deur werknemers, uitgesonderd skofwerkers—

(a) wat meer is as die gewone daaglikse ure in klousule 9 (1) (a) voorgeskryf; of

(b) voor 07:30 en na 18:00 op Maandag tot Vrydag, uitgesonderd in die geval van 'n ketelbediener of 'n wag of opsigter, eethuiswerknemer of werknemer wat persele skoonmaak;

moet geag word oortydwerk te wees.

(c) *Skofwerkers.*—Alle tyd deur skofwerkers gewerk wat meer is as die gewone daaglikse of weeklikse werkure in klousule 9 (1) (f) voorgeskryf, moet geag word oortydwerk te wees."

(c) In the case of boiler attendants, the weekly hours may be 46 and the daily hours nine and a quarter.

(d) In the case of watchmen or caretakers, the weekly hours may be 60 and the daily hours 12 (five-day week) or 10 hours (six-day week).

(e) In the case of casual employees, the weekly hours may be 25½ and the daily hours eight and a half."

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

"(3) *Rest intervals.*—(i) *Employees not engaged upon a conveyor apparatus.*—Every employer shall grant to each of his employees a rest interval of not less than—

(a) 15 minutes as near as practicable to the middle of each morning work period;

(b) 10 minutes as near as practicable to the middle of each afternoon work period;

during which such employee shall not be required or permitted to perform any work, and such interval shall such be deemed to be part of the ordinary hours of work.

(ii) *Employees engaged on a conveyor apparatus.*—Employees engaged on work in conjunction with a conveyor apparatus shall be given suitable rest intervals during working hours, amounting in all to not less than 30 minutes daily. All such rest periods shall be reckoned as part of the employee's working hours but no work whatever shall be performed during such rest intervals by any employee engaged upon this type of operation:

Provided that this subclause shall not apply to a traveller's driver, a motor vehicle driver, a watchman or caretaker, or an employee engaged in delivering goods or messages outside the establishment of his employer: Provided further that where three shifts are employed daily in any establishment, such rest intervals need not be granted to a shift worker, provided he is supplied free of charge with one cup of tea as near as practicable to the middle of each shift, such tea to be taken while at his post."

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

"(4) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work: Provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work;

(iii) where two or three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than 15 minutes per shift or one meal interval of not less than 30 minutes per shift during which intervals such employee shall not be required or permitted to perform any work;

(iv) with regard to employees other than shift workers an employer may conclude an agreement with his employees to shorten such employees' meal intervals to not less than 30 minutes daily."

(4) Delete subclause (5).

(5) Renumber subclause "(6)" to read "(5)".

7. CLAUSE 10.—OVERTIME

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

"(1) *Overtime.*—All time worked by employees other than shift workers—

(a) in excess of the ordinary daily hours prescribed in clause 9 (1) (a); or

(b) before 07:30 and after 18:00 from Monday to Friday, except in the case of boiler attendants, watchman, caretakers, canteen employees or employees engaged in cleaning premises;

shall be deemed to be overtime.

(c) *Shift workers.*—All time worked by shift workers in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (b) shall be deemed to be overtime."

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

“(4) Oortyd loop daagliks op en moet gereken word as tyd gewerk buite die gewone werkure soos voorgeskryf in klousule 9. Vir alle oortydwerk wat korter as 15 minute duur moet ’n kwartier se oortyd betaal word.”

(3) Voeg die volgende nuwe subklousule (5) in:

“(5) *Rusdag*. — ’n Werkgewer moet aan elkeen van sy skofwerkers een volle rusdag in ’n week toestaan: Met dien verstande dat as ’n werkgewer van ’n werknemer vereis of hom toelaat om op sy rusdag te werk, die ure aldus gewerk geag moet word nie deel te wees van die gewone werkure wat in klousule 9 (1) (b) voorgeskryf word nie.”

(4) Hernommer die bestaande subklousule “(5)” om te lui “(6)”.

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

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

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

(a) In die geval van ’n werknemer, uitgesonderd ’n ketelbediener, wag of opsigter en los werknemer, een en ’n half maal sy loon, gedeel deur 42½, vir elke uur of gedeelte van ’n uur aldus gewerk;

(b) in die geval van ’n ketelbediener, een en ’n half maal sy loon, gedeel deur 46, vir elke uur of gedeelte van ’n uur aldus gewerk;

(c) in die geval van ’n wag of opsigter, een en ’n half maal sy loon, gedeel deur 60, vir elke uur of gedeelte van ’n uur aldus gewerk;

(d) in die geval van ’n los werknemer, een en ’n half maal sy daaglikse loon, gedeel deur 8½, vir elke uur of gedeelte van ’n uur aldus gewerk.”

(2) In subklousule (2), voeg die volgende nuwe paragraaf in:

“(d) Hierdie subklousule is nie van toepassing op skofwerkers nie.”

(3) Voeg die volgende nuwe subklousule (7) in:

“(7) Subklousule (3) is *mutatis mutandis* van toepassing op ’n skofwerker wat op sy rusdag werk.”

(4) Hernommer die bestaande subklousule “(7)” om te lui “(8)”.

9. KLOUSULE 12.—KORTTYD

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

“(3) ’n Werknemer wat hom op ’n bepaalde dag by die bedryfsinrigting aanmeld op las van die werkgewer of sy verteenwoordiger, is daarop geregtig om minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig klousule 4 (1), gelees met klousule 4 (10), te ontvang.”

(2) Voeg die volgende nuwe subklousule (4) in:

“(4) Beraadslaging met die vakvereniging moet plaasvind voordat korttyd ingestel word.”

10. KLOUSULE 16.—INDIENSNEMINGS, OORPLASING EN DIENSBEËINDIGING

(1) Vervang die opskrif van hierdie klousule deur die volgende:

“16. INDIENSNEMINGS, DIENSBEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASINGS IN BEROEP

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

“(2) *Diensverslagkaart* moet by diensbeëindiging aan die werknemer terugbesorg word maar behou word indien die werknemer *kraamverlof* neem. — By diensbeëindiging van ’n werknemer moet die werkgewer die res van die besonderhede, d.w.s. die datum van sy vertrek, sy loon op die datum van sy vertrek en die duur van sy diens, op die werknemer se diensverslagkaart invul. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer gegee word.

As die werknemer ophou werk weens ’n bevalling, moet die woorde ‘Weens bevalling’ ingeskryf word op die reël waarop die ‘Datum van vertrek’ aangeteken word.

As die werknemer *kraamverlof* neem, moet die woord ‘Kraamverlof’ en die datum van vertrek op die kaart ingeskryf word op die reël waarop die ‘Datum van Vertrek’ aangeteken word en die kaart deur die werkgewer behou word.”

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

“(4) Overtime accrues daily and shall be reckoned as time worked outside of the ordinary working hours as prescribed in clause 9. All overtime of a lesser period than 15 minutes shall be paid for as a quarter of an hour overtime.”

(3) Insert the following new subclause (5):

“(5) *Day of rest*. — An employer shall grant to each of his shift workers one full day of rest in any week: Provided that if an employer requires or permits such an employee to work on his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in clause 9 (1) (b).”

(4) Renumber the existing subclause “(5)” to read “(6)”.

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

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

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

(a) in the case of an employee other than a boiler attendant, watchman or caretaker and casual employee, one and a half times his wage, divided by 42½, for each hour or part of an hour so worked;

(b) in the case of a boiler attendant, one and a half times his wage, divided by 46, for each hour or part of an hour so worked;

(c) in the case of a watchman or caretaker, one and a half times his wage, divided by 60, for each hour or part of an hour so worked;

(d) in the case of casual employee, one and a half times his daily wage, divided by 8½, for each hour or part of an hour so worked.”

(2) In subclause (2), insert the following new paragraph:

“(d) The provisions of this subclause shall not apply to shift workers.”

(3) Insert the following new subclause (7):

“(7) The provisions of subclause (3) shall *mutatis mutandis* apply to a shift worker who works on his day of rest.”

(4) Renumber the existing subclause “(7)” to read “(8)”.

9. CLAUSE 12.—SHORT-TIME

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

“(3) An employee who on any day attends at the establishment on the instructions of the employer or his representatives shall be entitled to be employed for at least four hours on such day or to receive four hours’ pay at his ordinary rate of remuneration in terms of clause 4 (1), read with clause 4 (10).”

(2) Insert the following new subclause (4):

“(4) Consultation with the trade union shall take place prior to the introduction of short-time.”

10. CLAUSE 16.—ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

(1) Substitute the following for the heading to this clause:

“16. ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION”

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

“(2) *Service record card* to be returned to employee on termination of service or retained if on maternity leave. — Upon termination of service of an employee, the employer shall complete the remaining details on the employee’s service record card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service.

If the employee is ceasing employment due to confinement, this shall be endorsed on the card by the words ‘Due to confinement’ being written on the line on which the ‘Date of leaving’ is recorded.

If the employee is proceeding on maternity leave, the word ‘Maternity leave’ and the date on which the employee proceeds on maternity leave must be written on the card on the line on which the ‘Date of leaving’ is recorded and the card must be retained by the employer.”

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

“(4) *Weeklikse opgawe van indiensnemings, diensbeëindigings, afwesigheid van werknemers en oorplasinge in beroep.* — Die werkgewer moet voor of op Vrydag elke week 'n opgawe, in die vorm soos in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, van alle indiensnemings, diensbeëindigings, die eerste of laaste datum van afwesigheid vir vier of meer agtereenvolgende betaalweke en oorplasinge in beroep van werknemers ten opsigte van daardie week invul en dit aan die Raad stuur. Met dien verstande dat waar daar geen veranderinge in 'n week plaasgevind het nie, 'n 'Nul'-opgawe ingedien moet word.”

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

“(7) *Prosedure wanneer 'n werknemer kraamverlof neem of diens verlaat weens 'n bevalling en daarna diens hervat.* — (a) Waar 'n werknemer se diens beëindig word weens 'n bevalling of onderbreek word deur kraamverlof, moet hierdie feit op haar diensverslagkaart aangeteken word soos in subklousule (2) hierbo bepaal.

(b) Waar 'n werknemer se diens weens 'n bevalling onderbreek maar nie beëindig word nie, moet die werkgewer nogtans die datum aanteken waarop sy weens haar bevalling opgehou het om te werk.

(c) Die werkgewer moet voor of op die datum waarop sodanige werknemer se diens beëindig word of sy ophou om te werk of met kraamverlof gaan, na gelang van die geval, sodanige werknemer voorsien van 'n oningevulde 'na-geboorte-ondersoeksertifikaat', en nóg dieselfde werkgewer nóg 'n nuwe werkgewer mag die werknemer toelaat om weer te begin werk of om nuwe werk te aanvaar, tensy die werknemer 'n behoorlik ingevulde 'na-geboorte-ondersoeksertifikaat' van haar geskiktheid vir diens indien.

(d) Waar sodanige sertifikaat toon dat die werknemer verdere behandeling nodig het, moet die sekretaris van die Siekefonds daarvan verwittig en die sertifikaat per geregistreerde pos aan hom gestuur word.

(e) Voorrade oningevulde 'na-geboorte-ondersoeksertifikate' kan van die sekretaris van die Fonds verkry word.”

11. KLOUSULE 26. — SIEKEFONDS

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

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

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

deur die uitdrukking —

“*Groep 1.* — In die geval van 'n werknemer wat 'n loon van minder as R133,00 per week ontvang: R2,20;

“*Groep 2.* — In die geval van 'n werknemer wat 'n loon van R133,00 en meer per week ontvang: R3,20.”

12. Voeg die volgende nuwe klousule in:

“30. KRAAMVERLOF

(1) 'n Werkgewer moet, in die geval van 'n vroulike werknemer wat kraamverlof neem en binne ses maande terugkeer om diens te hervat by dieselfde werkgewer, die betrokke kraamverlof ag as 'n opskorting van die werknemer se dienskontrak maar wat nie beskou moet word as 'n onderbreking van haar dienstydpark nie en waarvoor die werknemer nie betaal hoef te word nie: Met dien verstande dat —

(i) kraamverlof slegs toegestaan moet word aan 'n werknemer wat by dieselfde werkgewer werksaam was vir 'n aaneenlopende tydperk van twee jaar voor die versoek vir kraamverlof;

(ii) die betrokke werknemer haar werkgewer vooraf in kennis moet stel van haar versoek om met kraamverlof te gaan asook van die datum onderling ooreengekom waarop sy na haar werk sal terugkeer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangsel N van hierdie Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan vertrek, in te vul:

Voorts met dien verstande dat die vereiste om 'n maand kennis te gee nie van toepassing is in die geval van 'n werknemer wat vroeër as verwag, moet ophou werk as gevolg van mediese redes nie;

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

“(4) *Weekly returns of engagements, terminations, absences from work and transfers in occupation.* — Not later than on Friday of each week the employer shall complete and transmit to the Council a record in the form of Annexure C to this Agreement of all engagements, terminations, the first or last dates of absences from work for four or more consecutive pay-weeks and transfers in occupation of employees in respect of that week: Provided that where in any week no changes have been effected, a “Nil” return shall be submitted.”

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

“(7) *Procedure where employee proceeds on maternity leave or leaves employment due to confinement and on re-employment thereafter.* — (a) Where an employee's services are terminated due to confinement or an employee proceeds on maternity leave, this fact must be recorded on her service record card as provided for in subclause (2) above.

(b) Where an employee leaves work due to confinement and her services are not terminated, the employer must still record the date of ceasing work due to confinement.

(c) Not later than on the date of such termination or ceasing of work or commencement of maternity leave as the case may be, the employer shall provide the employee with a blank 'post-natal examination certificate', and neither the same employer nor any new employer shall permit the employee to recommence employment or to start fresh employment unless the employee produces a properly completed 'post-natal examination certificate' of her fitness for employment.

(d) Where such certificate shows that the employee requires further treatment, the secretary of the Sick Fund must be notified thereof and the certificate forwarded to him by registered post.

(e) Supplies of the blank 'post-natal examination certificates' may be obtained from the secretary of the Fund.”

11. CLAUSE 26. — SICK FUND

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

“*Group 1.* — In the case of an employee earning a wage of less than R133,00 per week: R2,20;

“*Group 2.* — In the case of an employee earning a wage of R133,00 per week and more: R3,20.”

for the expression —

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

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

12. Insert the following new clause:

“30. MATERNITY LEAVE

(1) Employer shall, in respect of a female employee who takes maternity leave and who returns to work with the same employer within six months, treat such maternity leave as a suspension of the employee's contract of employment which shall not constitute a break in service, and for which the employee need not be paid: Provided that —

(i) maternity leave shall only be granted to an employee who has worked for the same employer for a continuous period of two years prior to any request for such leave;

(ii) such employee shall give her employer advance notice of her request to proceed on maternity leave, and the mutually agreed date of her return to work, by completing a form identical to Annexure N to this Agreement, at least one month before the date of commencement of her maternity leave: Provided further that the requirement to give a month's notice shall not apply if the employee has to stop working earlier than anticipated as a consequence of medical reasons;

(iii) die betrokke werknemer haar werkgever minstens vier weke vooraf in kennis moet stel van die datum waarop sy van plan is om na haar werk terug te keer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangsel O van hierdie Ooreenkoms, of enige ander skriftelike kennisgewing, in te vul en die vorm of kennisgewing per geregistreerde pos aan haar werkgever te stuur of deur die vorm of kennisgewing af te lewer of te laat aflewer aan 'n verantwoordelike beampte van haar werkgever en 'n skriftelike erkenning van ontvangs daarvoor te verkry;

(iv) 'n werkgever 'n pos wat tydelik vakant is as gevolg van die afwesigheid van 'n werknemer wat met kraamverlof is, kan vul deur 'n ander persoon in die betrekking op 'n vastetermynkontrakgrondslag aan te stel.

('n Vastetermynkontrak wat die voorskrifte bevat soos uiteengesit in Aanhangsel P van hierdie Ooreenkoms, moet onderteken word deur die werkgever en die werknemer wat ingevolge dié vastetermynkontrak in diens is. 'n Kontrakwerknemer moet besoldig word volgens die skaal voorgeskryf in hierdie Ooreenkoms vir die klas werk wat hy of sy verrig;)

(v) die dienskontrak van 'n werknemer wat met kraamverlof is en wat versuim om aan die voorskrifte van subklousule (1) (iii) te voldoen of wat sonder goeie rede versuim om na haar werk terug te keer op die bedoelde datum, beëindig kan word en dat dié diensbeëindiging die tydelike aard van die dienskontrak van iemand wat in haar plek in diens geneem is, egter geensins beïnvloed nie.

(2) 'n Werkgever moet voorts beide sy eie en die werknemer se bydraes tot die Siekefonds en Voorsorgfonds betaal ingevolge die bepalinge van die Hofooreenkoms van die Raad, gepubliseer by Goewermenskennisgewing No. R. 1373 van 1 Julie 1983, en die Voorsorgfondsooreenkoms, gepubliseer by Goewermenskennisgewing No. R. 678 van 31 Maart 1983, of ingevolge die ooreenstemmende bepalinge van alle wysigings van genoemde Ooreenkomste of alle ooreenkomste wat genoemde Ooreenkomste vervang, terwyl die werknemer met kraamverlof is en totdat—

(a) die werknemer die bepalinge van subklousule (1) (iii) verbreek deur te versuim om haar werkgever in kennis te stel van die voorgenome datum van haar terugkeer na haar werk;

(b) die werknemer versuim om na haar werk terug te keer op die datum waarvan haar werkgever ingevolge subklousule (1) (iii) verwittig is;

(c) die werknemer na haar werk terugkeer.

(3) By hervatting van diens moet die werknemer wat terugkeer van kraamverlof opgeneem word in 'n identiese of soortgelyke betrekking, maar een wat nie minder gunstig is nie as die een wat sy beklee het voordat sy kraamverlof geneem het."

13. Voeg die volgende nuwe klousule in:

"31. BEDINGING VAN PROSEDURES BY INDIVIDUELE BEDRIJSINRICHTINGS

(1) 'n Werkgever moet op versoek van die vakvereniging, by sy bedryfsinrigting met die vakvereniging onderhandel, oor prosedures met betrekking tot die volgende:

- (a) Griewe;
- (b) dissipline;
- (c) vermindering van personeel;
- (d) gesondheids- en veiligheidsaspekte.

(2) Die onderhandelings in subklousule (1) bedoel, moet binne 15 werkdag vanaf die datum van ontvangs van die versoek begin.

(3) In die afwesigheid van onderhandelende prosedures moet hierdie klousule nie die reg van 'n werkgever benadeel om regverdig op te tree teenoor 'n werknemer met betrekking tot bogenoemde aangeleenthede nie. Hierdie klousule moet insgelyks ook nie die reg van 'n werknemer benadeel om regverdig behandel te word nie."

14. Voeg die volgende nuwe klousule in:

"32. TOEGANG

(1) Vakverenigingsbeamptes is daarop geregtig om redelike toegang tot persele te hê: Met dien verstande dat toestemming vooraf verkry moet word van 'n beampte deur die betrokke werkgever aangewys, en dat dié toestemming nie onredelik weerhou mag word nie.

(iii) such employee shall notify her employer at least four weeks in advance of her intended date of return to work, by completing a form identical to Annexure O to this Agreement, or by any other written notification, and forwarding such form, or notice, to her employer per registered mail, or by delivering such notice or form to a responsible official of the employer and obtaining a written acknowledgement of receipt therefor;

(iv) an employer may fill a position temporarily vacant as a consequence of the absence of an employee on maternity leave, by employing another person in such position on a fixed-term contract basis.

(A fixed-term contract, containing the provisions set out in Annexure P to this Agreement, shall be signed by the employer and the fixed-term employee. The fixed-term employee shall be remunerated at the rate prescribed in this Agreement for the class in which he or she is employed.);

(v) the contract of employment of an employee on maternity leave, who fails to comply with the provisions of subclause (1) (iii), or to return to work on the intended date without good cause, may be terminated. Such termination will, however, not in any way change the temporary nature of the contract of employment of any person who may have been employed to fill her position.

(2) An employer shall continue to pay all Sick Fund contributions as provided for in the Main Agreement of the Council as published under Government Notice No. R. 1373 of 1 July 1983 and Provident Fund contributions as provided for in terms of the Provident Fund Agreement as published under Government Notice No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such Agreements or any agreements superseding those Agreements, in respect of himself and of any employee on maternity leave while such employee is on such leave and until—

(a) the employee breaches the provisions of subclause (1) (iii) by failing to notify her employer of her intended date of return to work;

(b) the employee fails to return to work on the date as notified to the employer in terms of subclause (1) (iii);

(c) the employee returns to work.

(3) On return to work, the employee shall resume working in a position identical, or similar but not less favourable, to the one which she held prior to taking maternity leave."

13. Insert the following new clause:

"31. NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS

(1) An employer shall, at the request of the trade union, negotiate with the trade union at his establishment on procedures relating to—

- (a) grievances;
- (b) discipline;
- (c) retrenchment;
- (d) health and safety.

(2) The negotiations referred to in subclause (1) shall commence within 15 working days of the date of receipt of any such request.

(3) This clause shall not detract from the right of an employer to act in a fair manner relating to the above matters, in the absence of negotiated procedures. This clause equally shall not detract from the right of an employee to be treated in a fair manner."

14. Insert the following new clause:

"32. ACCESS

(1) Trade union officials shall be entitled to be granted reasonable access to establishments: Provided that prior permission, which shall not be unreasonably withheld, is obtained from an official designated by the employer concerned.

(2) Indien die aangewese beampte 'n tydperk van vier uur of langer van die bedryfsinrigting afwesig is, moet die mees senior beskikbare beampte van die werkgewer beskou word as die aangewese beampte vanaf die begin van die tydperk van vier uur.

(3) Toegang is onderworpe aan alle bestaande skriftelike toegangs-ooreenkomste onderteken deur beide die vakvereniging en die individuele betrokke werkgewer."

15. Voeg die volgende nuwe klousule in:

"33. WERKWINKELVERTEENWOORDIGERS

(1) 'n Werkgewer moet die reg van die vakvereniging eerbiedig om werkwinkelverteenvoordigers by sy bedryfsinrigting deur die lede van die vakvereniging in sy diens te laat verkies.

(2) Op versoek van die vakvereniging of die betrokke werkgewer moet 'n werkwinkelverteenvoordigererkenningsooreenkoms beding word tussen die vakvereniging en die werkgewer. Bedinging moet binne 15 werkdade vanaf die datum van ontvangs van die versoek begin.

(3) Werkwinkelverteenvoordigers wat deur 'n werkgewer erken word, is geregtig op drie dae betaalde verlof per jaar met die doel om opleidingskursusse vir werkwinkelverteenvoordigers by te woon waar genoemde bywoning binne normale werkure val: Met dien verstande dat 'n sinopsis van die opleidingskursusse by die werkgewerorganisasies ingedien is."

Namens die partye op hede die 21ste dag van Maart 1989 te Sout-rivier onderteken.

N. WATERS,

Voorsitter van die Raad.

W. F. ALEXANDER,

Ondervoorsitter van die Raad.

J. N. VAUGHAN,

Sekretaris van die Raad.

(2) If the designated official should be absent from the establishment for a period of four hours or longer the most senior official of the employer who may be present shall be deemed to be the designated official as from the beginning of the four-hour period.

(3) Access shall be subject to any existing written access agreements signed by both the trade union and the individual employer concerned."

15. Insert the following new clause:

"33. SHOP STEWARDS

(1) An employer shall recognise the right of the trade union to have shop stewards elected by its members at his establishment.

(2) A shop steward recognition agreement at an establishment shall, on request by the trade union or the employer, be negotiated between the trade union and the employer. Negotiations shall commence within 15 working days of the date of receipt of such request.

(3) Shop stewards recognised by an employer shall be entitled to three days, paid leave per annum to attend shop steward training courses where such attendance falls within normal working hours: Provided that an outline of such training courses has been lodged with the employer organisations."

Signed at Salt River, on behalf of the parties, this 21st day of March 1989.

N. WATERS,

Chairman of the Council.

W. F. ALEXANDER,

Vice-Chairman of the Council.

J. N. VAUGHAN,

Secretary of the Council.

AANHANGSEL C

WERKGEWERSKODE:

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 (Slegs vir Nywerheidsraad se gebruik)

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

WEEKLIKSE OPGAWE VAN INDIENSNEMINGS, DIENSBEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASING IN BEROEP

Die Sekretaris
Nywerheidsraad vir die Klerasiennywerheid (Kaa)
Posbus 142
7925 Soutrivier

Werkgever.....
(Naam van besigheid)

Week geëindig

DEEL 1 – INDIENSNEMINGS EN DIENSBEËINDIGINGS

[illegible]

DEEL 2—OORPLASINGS IN BEROEP VAN WERKNEMERS

[illegible]

ANNEXURE C

EMPLOYER CODE:

(For Industrial Council use only)

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

WEEKLY RETURN OF ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

The Secretary
Industrial Council for the Clothing Industry (Cape)
P.O. Box 142
7925 Salt River

Employer..... (Name of business)

Week ended 2011

PART 1—ENGAGEMENTS AND TERMINATIONS

[illegible]

PART 2—EMPLOYEES TRANSFERRED IN OCCUPATION

[illegible]

DEEL 3—VASTETERMYN-KONTRAKWERKNEMERS

Diensverslagkaart No.	Familienaam (in drukskrif)	Voorname (voluit)	Nooiensvan of vorige van	Adres	Datum van indiensneming			Datum van diensbeëindiging			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

DEEL 4—KRAAMVERLOF

Diensverslagkaart No.	Familienaam (in drukskrif)	Voorname (voluit)	Nooiensvan of vorige van	Adres	Datum na werk teruggekeer			Laaste datum van werk			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

DEEL 5—WERKNEMERS WAT VIER OF LANGER AS VIER AGTEREENVOLGENDE BETAALWEKE AFWESIG WAS (UITGESONDERD WERKNEMERS MET KRAAMVERLOF)

Diensverslagkaart No.	Familienaam (in drukskrif)	Voorname (voluit)	Nooiensvan of vorige van	Adres	Datum na werk teruggekeer			Laaste datum van werk			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

LET WEL: Werkgewers moet by indiensneming in besit van werknemers se diensverslagkaarte wees. In die geval van nuwe werknemers moet aansoeke om diensverslagkaarte aangeheg word. Indien daar geen indiensnemings, diensbeëindigings, oorplasings in beroep of afwesigheid van werknemers was nie, moet 'n "NUL"-opgawe voorgelê word. Moet nie oor oorskadu-kolomme skryf nie.

Ek sertifiseer hierby dat alle inligting wat op hierdie dokument voorkom, korrek is.

.....
Handtekening van werkgever of gemagtigde agent

.....
Datum

[illegible][illegible][illegible]

I hereby certify that all information stated on this document is correct.

Date _____

AANHANGSEL N

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

KENNISGEWING VAN VERSOEK OM
KRAAMVERLOF TE NEEM

Werknemer se naam

Fabrieksnommer

AAN:

Werkgewer se naam
(Naam van besigheid)Ek doen hierby aansoek om kraamverlof te neem met ingang van
(vul datum in)Ek verwag om na werk terug te keer op
(vul datum in)

Handtekening van werknemer

Datum

Ontvangs erken deur

Handtekening van werkgewer of
gemagtigde beampte

Datum

AANHANGSEL O

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

KENNISGEWING VAN BEOOGDE DATUM VAN
TERUGKEER NA WERK

Werknemer se naam

Fabrieksnommer

AAN } Vul werkgewer
..... } se naam en pos-
..... } of straatadres in
..... }

Meneer,

Ek verwittig u hierby dat ek beoog om van kraamverlof na werk terug te keer op
(vul datum in wat minstens vyf weke na die datum van pos/aflewering van die kennisgewing moet wees.)

Belangrik:

1. Hierdie kennisgewing moet per geregistreerde pos gepos of aan 'n verantwoordelike beampte van die werkgewer afgelewer word.
2. Hierdie kennisgewing moet *nie later nie as vyf weke voor die beoogde datum van terugkeer na werk* aan die werkgewer versend word.
3. Hierdie kennisgewing moet minstens vier weke voor die beoogde datum van terugkeer na werk deur die werkgewer ontvang word.

Handtekening van werknemer

Datum

AANHANGSEL P

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

VASTETERMYNKONTRAK

AANGEGAAN TUSSEN
(die "werkgewer")EN
(die "vastetermynerknemer")

ANNEXURE N

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)NOTIFICATION OF REQUEST TO PROCEED
ON MATERNITY LEAVE

Employee's name

Factory number

TO:

Employer's name
(Name of business)I hereby request to proceed on maternity leave with effect from
(insert date)and expect to return to work on
(insert date)

Signature of employee

Date

Receipt acknowledge by:

Signature of official designated
by employer

Date

ANNEXURE O

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)NOTICE OF INTENDED DATE OF
RETURN TO WORK

Employee's name

Factory number

TO } Insert em-
..... } ployer's name
..... } and postal or
..... } street address

Dear Sir,

I hereby notify you that I intend to return to work from maternity leave on
(insert date which should be at least five weeks after the date of posting/delivering the notice.)

Important:

1. This notice must be posted per registered mail or delivered to a responsible official of the employer.
2. This notice should be sent to the employer *not later than five weeks before the intended date of return.*
3. This notice must be received by the employer at least four weeks before the intended date of return to work.

Signature of employee

Date

ANNEXURE P

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY
(CAPE)

FIXED TERM CONTRACT

ENTERED INTO BETWEEN
(the "employer")AND
(the "fixed-term employee")

DIE PARTYE KOM OOREEN DAT:

1. Die werkgever die vastetermynwerknemer as 'n
(vul klas van beroep in)
teen 'n loon van R..... per week in diens sal neem om die
vakature te vul wat veroorsaak is deur.....
(vul in naam van werknemer wat kraamverlof neem)
diensverslagkaartnommer....., se kraamverlof.
Hierdie Ooreenkoms is bindend vir die tydperk van
(vul datum in)
tot
(vul datum in)
2. Die werkgever die reg het om hierdie Ooreenkoms voor die
datum soos in paragraaf 1 hierbo vermeld, te beëindig indien
(vul in naam van werknemer wat kraamverlof neem)
die werkgever verwittig dat sy voornemens is om voor die
datum soos in paragraaf 1 hierbo vermeld, na haar werk terug
te keer: Met dien verstande dat die werkgever die vastetermynwerknemer minstens vier weke kennis moet gee van die
beoogde datum van vervroegde diensbeëindiging.
Gedateer te hierdiedag van19.....

.....
Handtekening van werkgever of gemagtigde beampte

.....
Handtekening van vastetermynwerknemer

As getuies:

1.
2.

Let wel: Die normale Aanhangsel C—Weeklikse opgawe van
Indiensnemings, Diensbeëindiging, Afwesigheid van Werknemers en
Oorplasings in Beroep—tesame met Aanhangsel B—Aansoek om
Werknemer se Diensverslagkaart en Voorsorgfonds—Benoeming
van Bevoordeelde, moet hierdie dokument aan die Nywerheidsraad
vergesel.

No. R. 2327

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956**KLERASIENYWERHEID, KAAP.—WYSIGING
VAN OOREENKOMS VIR DIE BREI-AFDELING**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1989 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 10, 11 en 12, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 12 Desember 1989 eindig, bindend is vir alle ander werkgewers en werknemers as

THE PARTIES AGREE THAT:

1. The employer will employ the fixed-term employee as a
(insert job category)
at a wage of R..... per week in order to fill the vacancy
created by
(insert name of employee taking maternity leave)
S.R.C. No., taking maternity leave.
This Agreement will be in force and effect from the period
from
(insert date)
to
(insert date)
2. The employer has the right to terminate this Agreement prior to the date stipulated in paragraph 1 above in the event of
(insert name of employee taking maternity leave)
notifying the employer that she wishes to return to work prior to the date set out in paragraph 1: Provided that the employer shall give the fixed-term employee at least four weeks' notice of the intended date of earlier termination.
Dated at thisday of19.....

.....
Signature of official designated by employer

.....
Signature of fixed term employee

As witnesses:

1.
2.

Note: The usual Annexure C—Weekly Return of Engagements, Terminations, Absences from Work and Transfers in Occupation—together with an Annexure B—Application for Employee's Service Record Card and Provident Fund Nomination of Beneficiary form—should accompany this document to the Industrial Council.

No. R. 2327

27 October 1989

LABOUR RELATIONS ACT, 1956**CLOTHING INDUSTRY, CAPE.—AMENDMENT
OF AGREEMENT FOR THE KNITTING DIVISION**

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1989, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), 10, 11 and 12, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 12 December 1989, upon all employers and employees, other than

dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep om die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE KLERASIE- NYWERHEID (KAAP)

OOREENKOMS

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

Cape Knitting Industry Association

en die

Cape Clothing Manufacturers' Association

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

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

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (Kaap), om die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermentskennisgewing R. 1374 van 1 Julie 1983, soos gewysig en verleng deur Goewermentskennisgewings R. 1262 van 22 Junie 1984, R. 2435 van 9 November 1984, R. 2669 van 7 Desember 1984, R. 1743 van 9 Augustus 1985, R. 2336 van 14 November 1986, R. 254 van 6 Februarie 1987, R. 2067 van 14 Oktober 1988 en R. 2455 van 2 Desember 1988 te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

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

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

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

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

2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na "Raad":

"dagwerker" 'n werknemer wat nie 'n skofwerker is nie;"

(2) Vervang die omskrywing "ondervinding" deur die volgende:

"'ondervinding'—

kategorie (1)—ten opsigte van klerke en fabrieksklerke, die totale tydperk of tydperke wat sodanige werknemers as klerke en fabrieksklerke werksaam was, na gelang van die geval, ongeag die bedryf waarin sodanige ondervinding opgedoen is;

kategorie (2)—ten opsigte van ander werknemers as klerke, fabrieksklerke, drywers van motorvoertuie, ketelbedieners, versendingsverpakkers, handelsreisigers se drywers, wagte of opsigters, arbeiders en algemene werkers, dié totale tydperk of tydperke wat sodanige werknemers werksaam was in die Klerasiennywerheid en/of Brei-afdeling in 'n ander hoedanigheid as die van klerke, fabrieksklerke, drywers van motorvoertuie, ketelbedieners, versendingsverpakkers, handelsreisigers se drywers, wagte of opsigters, arbeiders en algemene werkers;

kategorie (3)—ten opsigte van toesighouers, gehaltebeheerders en instruksies, die totale tydperk of tydperke wat sodanige werknemers as toesighouers, gehaltebeheerders en instruksies in die klerasiennywerheid en/of Brei-afdeling werksaam was;

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,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Knitting Industry Association

and the

Cape Clothing Manufacturers' Association

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

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

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

being the parties to the Industrial Council for the Clothing Industry (Cape),

to amend the Knitting Division Agreement published under Government Notice R. 1374 of 1 July 1983, as amended and extended by Government Notices R. 1262 of 22 June 1984, R. 2435 of 9 November 1984, R. 2669 of 7 December 1984, R. 1743 of 9 August 1985, R. 2336 of 14 November 1986, R. 254 of 6 February 1987, R. 2067 of 14 October 1988 and R. 2455 of 2 December 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

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

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

2. CLAUSE 3.—DEFINITIONS

(1) Insert the following new definition after "Council":

"day worker" means an employee who is not a shift worker;"

(2) Substitute the following for the definition "experience":

"experience" means—

category (1)—in relation to clerks and factory clerks, the total period or periods of employment which such employees have had as clerks and factory clerks, as the case may be, irrespective of the trade in which such experience was gained;

category (2)—in relation to employees other than clerks, factory clerks, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers, the total period or periods of employment of employees in the Clothing Industry and/or Knitting Division in any capacity other than that of clerks, factory clerks, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers;

category (3)—in relation to supervisors, quality controllers and instructors, the total period or periods of employment which such employees have had in the Clothing Industry and/or Knitting Division as supervisors, quality controllers and instructors;

kategorie (4)—ten opsigte van patroongradeerders en patroonmakers, die totale tydperk of tydperke wat sodanige werknemers en patroongradeerders en patroonmakers in die Klerasienywerheid en/of Brei-afdeling werksaam was:

Met dien verstande dat waar 'n werknemer met minder as een jaar ondervinding nie binne 'n tydperk van vyf jaar vanaf die datum waarop hy laas in die Nywerheid in diens was, weer in die Nywerheid in diens geneem is nie, die ondervinding opgedoen buite rekening gelaat moet word by die berekening van die minimum loon waarteen hy diens kan aanvaar;"

(3) Vervang die omskrywing "uurloon" deur die volgende:

"'uurloon' die weekloon voorgeskryf in klousule 4 (1), gelees met klousule 4 (9), gedeel deur—

60, in die geval van 'n wag of opsigter;

46, in die geval van 'n ketelbediener;

42½ in die geval van alle ander werknemers;"

(4) Voeg die volgende nuwe omskrywing in na "werkspan":

"'skofwerker' 'n werknemer wat skofte werk in of in verband met 'n bedrywigheid met betrekking daartoe daar in twee of meer skofte per dag gewerk word;"

(5) Vervang die omskrywing "loon" deur die volgende:

"'loon' die bedrag in geld betaalbaar aan 'n werknemer ingevolge klousule 4 (1), gelees met klousule 4 (9), ten opsigte van sy gewone werkure soos in klousule 9 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgever 'n werknemer ten opsigte van sodanige werkure gereeld 'n hoër bedrag betaal as wat in klousule 4 (1), gelees met klousule 4 (9), voorgeskryf word, dit dié hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word dat die besoldiging bedoel of insluit wat 'n werknemer in diens op 'n grondslag in klousule 7 bepaal, ontvang het benewens die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;"

3. KLOUSULE 4.—LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem moet word deur ondergenoemde klasse werknemers, onderworpe aan die bepalinge van hierdie Ooreenkoms, is soos volg:

Deel A	Per week R
Klerke:	
Klerk:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding	116.00
Tweede jaar ondervinding	131.50
Derde jaar ondervinding	147.00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding	162.50
Daarna	180.00
Fabrieksklerk:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding	97.50
Tweede jaar ondervinding	100.00
Derde jaar ondervinding	109.50
<i>Vierde jaar</i>	
Eerste ses maande ondervinding	120.00
Daarna	130.50

Deel B

Algemeen:	
Ketelbediener	120.00
Versendingsverpakker	126.00

category (4)—in relation to pattern graders and pattern makers, the total period or periods of employment which such employees have had in the Clothing Industry and/or Knitting Division as pattern graders and pattern makers:

Provided that where any employee with less than one year's experience has not been re-employed in the Industry within a period of five years from the date on which he was last employed in the Industry, any experience gained shall be ignored for the purpose of calculating the minimum wage at which he may commence service;"

(3) Substitute the following for the definition "hourly rate":

"'hourly rate' or 'hourly wage' means the weekly wage prescribed in clause 4 (1) read with clause 4 (9), divided by—

60, in the case of a watchman or caretaker;

46, in the case of a boiler attendant;

42½, in the case of all other employees;"

(4) Insert the following new definition after "set of workers":

"'shift worker' means an employee who works shifts in or in connection with an activity with respect to which work is performed in two or more shifts per day;"

(5) Substitute the following for the definition "wage":

"'wage' means the amount of money paid to an employee in terms of clause 4 (1), read with clause 4 (9), in respect of his ordinary hours of work as prescribed in clause 9: Provided that—

(i) if an employer regularly pays an employee, in respect of such ordinary hours of work, an amount higher than that prescribed in clause 4 (1), read with clause 4 (9), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to, or include, such remuneration which an employee who is employed on any basis provided for in clause 7, received over and above the amount which he would have received had he not been employed on such basis;"

3. CLAUSE 4.—WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

Part A	Per week R
Clerical employees:	
Clerk:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience	116.00
Second year of experience	131.50
Third year of experience	147.00
<i>Fourth year</i>	
First six months of experience	162.50
Thereafter	180.00
Factory clerk:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience	97.50
Second year of experience	100.00
Third year of experience	109.50
<i>Fourth year</i>	
First six months of experience	120.00
Thereafter	130.50

Part B

General:	
Boiler attendant	120.00
Despatch packer	126.00

	<i>Per week</i>
	R
Voetbaltruisnyer:	
(a) Gekwalifiseer	145,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding	98,00
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	105,00
Tweede ses maande ondervinding	113,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding	121,00
Tweede ses maande ondervinding	129,00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding	137,00
Daarna, die loon in (a) voorgeskryf, d.w.s.	145,50
Algemene werker	113,00
Werknemer graad A:	
(a) Gekwalifiseer	162,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding	100,00
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	110,00
Tweede ses maande ondervinding	120,50
<i>Derde jaar</i>	
Eerste ses maande ondervinding	130,50
Tweede ses maande ondervinding	141,00
<i>Vierde jaar</i>	
Eerste ses maande ondervinding	151,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	162,50
Werknemer graad B:	
(a) Gekwalifiseer	129,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding	97,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	104,00
Tweede ses maande ondervinding	111,50
<i>Derde jaar</i>	
Eerste ses maande ondervinding	119,00
Daarna, die loon in (a) voorgeskryf, d.w.s.	129,00
(c) Indien bevorder tot werknemer graad A:	
Eerste ses maande vanaf datum van bevordering	129,00
Tweede ses maande vanaf datum van bevordering	138,50
Derde ses maande vanaf datum van bevordering	150,50
Daarna	162,50
Werknemer graad C:	
(a) Gekwalifiseer	113,50
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding	97,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	100,50
Tweede ses maande ondervinding	105,00

	<i>Per week</i>
	R
Football jersey cutter:	
(a) Qualified	145,50
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience	98,00
<i>Second year</i>	
First six months of experience	105,00
Second six months of experience	113,00
<i>Third year</i>	
First six months of experience	121,00
Second six months of experience	129,00
<i>Fourth year</i>	
First six months of experience	137,00
Thereafter, the wage specified in (a), i.e.	145,50
General Worker	113,00
Grade A employee:	
(a) Qualified	162,50
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience	100,00
<i>Second year</i>	
First six months of experience	110,00
Second six months of experience	120,50
<i>Third year</i>	
First six months of experience	130,50
Second six months of experience	141,00
<i>Fourth year</i>	
First six months of experience	151,50
Thereafter, the wage specified in (a), i.e.	162,50
Grade B employee:	
(a) Qualified	129,00
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience	97,50
<i>Second year</i>	
First six months of experience	104,00
Second six months of experience	111,50
<i>Third year</i>	
First six months of experience	119,00
Thereafter, the wage specified in (a), i.e.	129,00
(c) If advanced to Grade A employee:	
First six months from date of advance- ment	129,00
Second six months from date of ad- vancement	138,50
Third six months from date of advance- ment	150,50
Thereafter	162,50
Grade C employee:	
(a) Qualified	113,50
(b) Learner:	
<i>First year</i>	
First six months of experience	Next rate*
Second six months of experience	97,50
<i>Second year</i>	
First six months of experience	100,50
Second six months of experience	105,00

	Per week R		Per week R
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	109,50	First six months of experience	109,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	113,50	Thereafter, the wage specified in (a), i.e.	113,50
(c) Indien bevorder tot werknemer graad B:		(c) If advanced to Grade B employee:	
Eerste ses maande vanaf datum van bevordering.....	113,50	First six months from date of advance- ment.....	113,50
Tweede ses maande vanaf datum van bevordering.....	118,00	Second six months from date of ad- vancement	118,00
Daarna	129,00	Thereafter	129,00
Arbeider	116,00	Labourer	116,00
Laagopleer:		Layer-up:	
(a) Gekwalifiseer	119,00	(a) Qualified.....	119,00
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding.....	97,50	Second six months of experience	97,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	100,50	First six months of experience	100,50
Tweede ses maande ondervinding.....	105,00	Second six months of experience	105,00
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	110,50	First six months of experience	110,50
Daarna, die loon in (a) voorgeskryf, d.w.s.	119,00	Thereafter, the wage specified in (a), i.e.	119,00
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbe- laste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word.....		Motor vehicle driver of a vehicle, the un- laden mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(a) hoogstens 1 360 kg is	126,00	(a) does not exceed 1 360 kg	126,00
(b) meer as 1 360 kg maar hoogstens 2 720 kg is	131,50	(b) exceeds 1 360 kg but not 2 720 kg	131,50
(c) meer as 2 720 kg is	155,50	(c) exceeds 2 720 kg	155,50
Patroongradeerder:		Pattern grader:	
(a) Gekwalifiseer	213,50	(a) Qualified.....	213,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding.....	127,50	Second six months of experience	127,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	139,00	First six months of experience	139,00
Tweede ses maande ondervinding.....	151,00	Second six months of experience	151,00
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	162,00	First six months of experience	162,00
Tweede ses maande ondervinding.....	174,00	Second six months of experience	174,00
<i>Vierde jaar</i>		<i>Fourth year</i>	
Eerste ses maande ondervinding	187,00	First six months of experience	187,00
Tweede ses maande ondervinding.....	200,00	Second six months of experience	200,00
Daarna, die loon voorgeskryf in (a), d.w.s.	213,50	Thereafter, the wage specified in (a), i.e.	213,50
Patroonmaker:		Pattern maker:	
(a) Gekwalifiseer	265,50	(a) Qualified.....	265,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	Volgende loon*	First six months of experience	Next rate*
Tweede ses maande ondervinding.....	133,50	Second six months of experience	133,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	151,00	First six months of experience	151,00
Tweede ses maande ondervinding.....	169,00	Second six months of experience	169,00
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	187,00	First six months of experience	187,00
Tweede ses maande ondervinding.....	206,00	Second six months of experience	206,00
<i>Vierde jaar</i>		<i>Fourth year</i>	
Eerste ses maande ondervinding	226,00	First six months of experience	226,00
Tweede ses maande ondervinding.....	246,00	Second six months of experience	246,00
Daarna, die loon voorgeskryf in (a), d.w.s.	265,50	Thereafter, the wage specified in (a), i.e.	265,50

	Per week R
Toesighouer, gehaltebeheerder en instrukteur:	
(a) Gekwalifiseer.....	167,50
(b) Leerling:	
Eerste ses maande ondervinding	Volgende loon*
Tweede ses maande ondervinding.....	147,00
Daarna, die loon voorgeskryf in (a), d.w.s.	167,50
Handelsreisiger se drywer.....	131,50
Wag of opsigter.....	138,00

* 'Volgende loon' beteken die loon voorgeskryf in die eerste jaar, tweede ses maande ondervinding, ingevolge klousule 4 (4) (d)."

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

"(3) *Kontrakgrondslag.* — Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag en 'n werknemer moet ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (5) en subklousule (9), vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 9 op hom van toepassing is, of minder, gewerk het en moet elke dienskontrak behoudens klousule 30 van hierdie Ooreenkoms geag word aaneenlopend te wees vanaf die datum waarop die werknemer by die werkgever in diens getree het tot die datum waarop sodanige diens regtens beëindig word."

(3) Voeg die volgende nuwe subklousule (4) (d) in:

"(4) (d) Vir die toepassing van hierdie klousule moet 'n werknemer wat geen of minder as ses maande ondervinding het ingevolge kategorieë (1) tot (4) in die omskrywing van 'ondervinding' in klousule 3 van hierdie Ooreenkoms, beskou word asof hy ses maande ondervinding het: Met dien verstande dat sodanige ses maande ondervinding een keer ten opsigte van elke sodanige kategorie na gelang van die geval, toegestaan moet word."

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

"(6) *Skoftoelae.* — Benewens die besoldiging voorgeskryf in subklousule (1), gelees met subklousule (9), moet 'n skofwerker ten opsigte van sy skofure in 'n week gewerk, 'n bykomende 12½ persent op sodanige besoldiging betaal word."

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

"(7) In 'n bedryfsinrigting waar geen toesighouer werksaam is nie, is 'n werknemer (uitgesonderd 'n spanleier) wat verantwoordelik is vir die werk wat ander werknemers verrig, geregtig op minstens die loon wat in subklousule (1), gelees met subklousule (9), vir 'n toesighouer voorgeskryf word en moet hy dié loon betaal word."

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

"(8) *Los werknemer.* — 'n Los werknemer moet vir elke dag of 'n gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n arbeider in subklousule (1), gelees met subklousule (9)."

(7) Voeg die volgende nuwe subklousule (9) in:

"(9) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree 'n loon ontvang wat hoër is as wat vir sy klas werk voorgeskryf word, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag gelyk aan die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2067 van 14 Oktober 1988 en die loon voorgeskryf in hierdie Ooreenkoms vir sy klas werk."

4. KLOUSULE 5.—BETALING VAN LONE

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

"(b) Ondanks paragraaf (a) moet 'n manlike werknemer wie se minimum loon in enige van onderstaande beroepe gereël was deur klousule 5 (1) (b) van die Ooreenkoms vir die Brei-afdeling gepubliseer by Goewermentskennisgewing No. R. 1374 van 1 Julie 1983 en wat sedert 12 Desember 1982 in dieselfde beroep in die Nywerheid werksaam was, betaal word in ooreenstemming met die loon

	Per week R
Supervisor, quality controller and instructor:	
(a) Qualified.....	167,50
(b) Learner:	
First six months of experience.....	Next rate*
Second six months of experience	147,00
Thereafter, the wage specified in (a), i.e.	167,50
Traveller's driver.....	131,50
Watchman or caretaker.....	138,00

* 'Next rate' means the wage rate due for the first year, second six months' of experience, in terms of clause 4 (4) (d)."

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

"(3) *Basis of contract.* — For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (5) and subclause (9), for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 9, or less, and subject to the provisions of clause 30 of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated."

(3) Insert the following new subclause (4) (d):

"(4) (d) For the purposes of this clause, any employee with no or less than six months' experience in terms of categories (1) to (4) in the definition of 'experience' in clause 3 of this Agreement shall be regarded as having six months' experience: Provided that such six months of experience shall be granted once in respect of each such category, as the case may be."

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

"(6) *Shift allowance.* — In addition to the remuneration prescribed in subclause (1), read with subclause (9), a shift worker shall, in respect of his shift hours worked in any week, be paid an additional 12½ per cent on such remuneration."

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

"(7) In an establishment where a supervisor is not employed, any employee (other than a set leader) who is responsible for the work performed by other employees, shall be entitled to and be paid not less than the wage prescribed for a supervisor in subclause (1), read with subclause (9)."

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

"(8) *Casual employee.* — A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage prescribed for a labourer in subclause (1), read with subclause (9)."

(7) Insert the following new subclause (9):

"(9) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice No. R. 2067 of 14 October 1988 and the wage prescribed in this Agreement for the class of work in which he is engaged."

4. CLAUSE 5.—PAYMENT OF WAGES

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

"(b) Notwithstanding the provisions of paragraph (a), a male employee whose minimum wage rate in any of the undermentioned occupations was regulated by clause 5 (1) (b) of the Knitting Division Agreement published under Government Notice R. 1374 of 1 July 1983, and who has been employed in the Industry in the same occupation since 12 December 1982, shall be paid in accordance

voorgeskrif hieronder terwyl hy die beroep beklee. Met dien verstande dat die voorskrifte van hierdie subklousule sal ophou om van toepassing te wees indien die werknemer diens in enige ander beroep as die beroep deur hom bedryf op 12 Desember 1982, hetsy by sy eie of 'n ander werkgever in die Nywerheid, aanvaar:

	Per week R
Toesighouers, gehaltebeheerders en instruktors	197,50
Werknemers graad A:	
Masjienwerkers, nasieners, en breiwerkfatsoeneerders	164,00
Fabrieksklerke	150,50

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

(2) Vervang subklousule (4) (e) deur die volgende:

"(4) (e) waar 'n werkgever 'n skêr aan sy werknemer verskaf het, kan 'n weeklikse paaiement van hoogstens R2,00 afgetrek word totdat die koste wat die werkgever aangegaan het, terugbetaal is; maar ingeval die werknemer die skêr aan sy werkgever terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;"

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

"(4) (k) indien 'n werkgever op versoek van sy werknemer aan sodanige werknemer 'n oorpak verskaf, kan 'n paaiement van hoogstens R2,00 per week afgetrek word totdat die koste van die oorpak aan die werkgever terugbetaal is; maar ingeval die werknemer diens verlaat of dros voordat die koste van die oorpak ten volle betaal is, kan die uitstaande bedrag van sy lone afgetrek word;"

5. KLOUSULE 10.—OORTYD

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

(1) *Oortydwerk*.—Alle tyd gewerk deur werknemers, uitgesonderd skofwerkers

(a) wat meer is as die gewone daaglikse ure in klousule 9 (1) (a) voorgeskryf; of

(b) voor 07:30 en na 18:00 op Maandag tot Vrydag, behalwe in die geval van ketelbedieners, wagte, opsigters, eethuiswerknemers, of werknemers wat perséle skoonmaak;

moet geag word oortydwerk te wees.

(c) *Skofwerkers*.—Alle tyd deur skofwerkers gewerk wat meer is as die gewone daaglikse of weeklikse werkure in klousule 9 (1) (b) voorgeskryf, moet geag word oortydwerk te wees."

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

"(4) Oortyd loop daagliks op en moet gereken word as tyd gewerk buite die gewone werkure soos voorgeskryf in klousule 9. Vir alle oortydwerk wat korter as 15 minute duur, moet 'n kwartier se oortyd betaal word."

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

Vervang subklousule (1) deur die volgende:

"(1) *Oortydwerk*.—'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het, minstens die volgende betaal:

(a) In die geval van 'n werknemer, uitgesonderd 'n ketelbediener, wag of opsigter en 'n los werknemer, een en 'n half maal sy loon, gedeel deur 42½, vir elke uur of gedeelte van 'n uur aldus gewerk;

(b) in die geval van 'n ketelbediener, een en 'n half maal sy loon, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;

(c) in die geval van 'n wag of opsigter, een en 'n half maal sy loon, gedeel deur 60, vir elke uur of gedeelte van 'n uur aldus gewerk;

(d) in die geval van 'n los werknemer, een en 'n half maal sy daaglikse loon, gedeel deur 8½, vir elke uur of gedeelte van 'n uur aldus gewerk."

with the rate set out below whilst employed in that occupation: Provided that the provisions of this subclause shall cease to apply in the event of such employee accepting employment with his or any other employer in the Industry in any occupation other than the occupation practised by him as at 12 December 1982:

	Per week R
Supervisors, quality controllers and instructors	197,50
Grade A employees:	
Machinists, passers, and knitting shapers	164,00
Factory clerks	150,50

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

(2) Substitute the following for subclause (4) (e):

"(4) (e) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding R2,00 may be deducted until the cost incurred by the employer has been repaid, but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid;"

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

"(4) (k) where overalls have been provided by an employer to his employee at his request, a weekly instalment not exceeding R2,00 may be deducted until the cost thereof has been repaid, but in the event of the employee leaving or absconding before the full cost of an overall has been paid, the outstanding amount may be deducted from his wages;"

5. CLAUSE 10.—OVERTIME

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

"(1) *Overtime*.—All time worked by employees other than shift workers—

(a) in excess of the ordinary daily hours prescribed in clause 9 (1) (a); or

(b) before 07:30 and after 18:00 from Monday to Friday, except in the case of boiler attendants, watchmen, caretakers, canteen employees or employees engaged in cleaning premises;

shall be deemed to be overtime.

(c) *Shift workers*.—All time worked by shift workers in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (b) shall be deemed to be overtime."

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

"(4) Overtime accrues daily and shall be reckoned as time worked outside of the ordinary working hours as time worked outside of the ordinary working hours as prescribed in clause 9. All overtime of a lesser period than 15 minutes shall be paid for as a quarter of an hour overtime."

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

Substitute the following for subclause (1):

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

(a) in the case of an employee other than a boiler attendant, watchman or caretaker and casual employee, one and a half times his wage, divided by 42½, for each hour or part of an hour so worked;

(b) in the case of a boiler attendant, one and a half times his wage, divided by 46, for each hour or part of an hour so worked;

(c) in the case of a watchman or caretaker, one and a half times his wage, divided by 60, for each hour or part of an hour so worked;

(d) in the case of a casual employee, one and a half times his daily wage, divided by 8½, for each hour or part of an hour so worked."

7. KLOUSULE 12. — KORTTYD

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

“(3) ’n Werknemer wat hom op ’n bepaalde dag by die bedryfsinrigting aanmeld op las van die werkgewer of sy verteenwoordiger, is daarop geregtig om minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig klousule 4 (1), gelees met klousule 4 (9), te ontvang.”

(2) Voeg die volgende nuwe subklousule (4) in:

“(4) Beraadslaging met die vakvereniging moet plaasvind voordat korttyd ingestel word.”

8. KLOUSULE 16. — INDIENSNEMING, OORPLASING EN DIENSBEËINDIGING

(1) Vervang die opskrif van hierdie klousule deur die volgende:

“16. INDIENSNEMINGS, DIENSBEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASINGS IN BEROEP”

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

“(2) *Diensverslagkaart moet by diensbeëindiging aan die werknemer terugbesorg word maar behou word indien die werknemer kraamverlof neem.* — By diensbeëindiging van ’n werknemer moet die werkgewer die res van die besonderhede, d.w.s. die datum van sy vertrek, sy loon op die datum van sy vertrek en die duur van sy diens, op die werknemer se diensverslagkaart invul. Die ingevulde kaart moet daarna geparafeer en by diensbeëindiging aan die werknemer gegee word.

As die werknemer ophou werk weens ’n bevalling, moet die woorde ‘Weens bevalling’ ingeskryf word op die reël waarop die ‘Datum van vertrek’ aangeteken word.

As die werknemer kraamverlof neem, moet die woord ‘Kraamverlof’ en die datum van vertrek op die kaart ingeskryf word op die reël waarop die ‘Datum van vertrek’ aangeteken word en die kaart deur die werkgewer behou word.”

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

“(4) *Weeklikse opgawe van indiensnemings, diensbeëindigings, afwesigheid van werknemers en oorplasings in beroep.* — Die werkgewer moet voor of op Vrydag elke week ’n opgawe in die vorm soos in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, van alle indiensnemings, diensbeëindigings, die eerste of laaste datums van afwesigheid van werknemers vir vier of meer agtereenvolgende betaalweke en oorplasings in beroepe van werknemers ten opsigte van daardie week invul en dit aan die Raad stuur. Met dien verstande dat waar daar geen verandering in ’n week plaasgevind het nie, ’n ‘Nul’-opgawe ingedien moet word.”

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

“(7) *Prosedure wanneer ’n werknemer kraamverlof neem of diens verlaat weens ’n bevalling en daarna diens hervat.* — (a) Waar ’n werknemer se diens beëindig word weens ’n bevalling of onderbreek word deur kraamverlof, moet hierdie feit op haar diensverslagkaart aangeteken word soos in subklousule (2) hierbo bepaal.

(b) Waar ’n werknemer se diens weens ’n bevalling onderbreek maar nie beëindig word nie, moet die werkgewer nogtans die datum aanteken waarop sy weens haar bevalling opgehou het om te werk.

(c) Die werkgewer moet voor of op die datum waarop sodanige werknemer se diens beëindig word of sy ophou om te werk of met kraamverlof gaan, na gelang van die geval, sodanige werknemer voorsien van ’n oningevulde ‘na-geboorte-ondersoeksertifikaat’, en nóg dieselfde werkgewer nóg ’n nuwe werkgewer mag die werknemer toelaat om weer te begin werk of om nuwe werk te aanvaar, tensy die werknemer ’n behoorlik ingevulde ‘na-geboorte-ondersoeksertifikaat’ van haar geskiktheid vir diens indien.

(d) Waar sodanige sertifikaat toon dat die werknemer verdere behandeling nodig het, moet die sekretaris van die Siekefonds daarvan verwittig en die sertifikaat per geregisteerde pos aan hom gestuur word.

(e) Voorrade oningevulde ‘na-geboorte-ondersoeksertifikate’ kan van die sekretaris van die Fonds verkry word.”

7. CLAUSE 12. — SHORT-TIME

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

“(3) An employee who on any day attends at the establishment on the instructions of the employer or his representative shall be entitled to be employed for at least four hours on such day or to receive four hours’ pay at his ordinary rate of remuneration in terms of clause 4 (1) read with clause 4 (9).”

(2) Insert the following new subclause (4):

“(4) Consultation with the trade union shall take place prior to the introduction of short-time.”

8. CLAUSE 16. — ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

(1) Substitute the following for the heading to this clause:

“16. ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION”

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

“(2) *Service record card to be returned to employee on termination of service or retained if on maternity leave.* — Upon termination of service of an employee, the employer shall complete the remaining details on the employee’s service record card, i.e. date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be initialled and handed to the employee on termination of service.

If the employee is ceasing employment due to confinement, this shall be endorsed on the card by the words ‘Due to confinement’ being written on the line on which the ‘Date of leaving’ is recorded.

If the employee is proceeding on maternity leave, the words ‘Maternity leave’ and the date from which the employee proceeds on maternity leave must be written on the card on the line on which the ‘Date of Leaving’ is recorded and the card retained by the employer.”

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

“(4) *Weekly returns of engagements, terminations, absences from work and transfers in occupation.* — Not later than on Friday of each week the employer shall complete and transmit to the Council a record in the form of Annexure C to this Agreement of all engagements, terminations, the first or last dates of absences from work for four or more consecutive pay-weeks and transfers in occupation of employees in respect of that week: Provided that where in any week no changes have been effected, a Nil return shall be submitted.”

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

“(7) *Procedure where employee proceeds on maternity leave or leaves employment due to confinement and on re-employment thereafter.* — (a) Where an employee’s services are terminated due to confinement or an employee proceeds on maternity leave, this fact must be recorded on her service record card as provided for in subclause (2) above.

(b) Where an employee leaves work due to confinement and her services are not terminated, the employer must still record the date of ceasing work due to confinement.

(c) Not later than on the date of such termination or ceasing of work or commencement of maternity leave, as the case may be, the employer shall provide the employee with a blank ‘post-natal examination certificate’, and neither the same employer nor any new employer shall permit the employee to recommence employment or to start fresh employment unless the employee produces a properly completed ‘post-natal examination certificate’ of her fitness for employment.

(d) Where such certificate shows that the employee requires further treatment, the secretary of the Sick Fund must be notified thereof and the certificate forwarded to him by registered post.

(e) Supplies of the blank ‘post-natal examination certificates’ may be obtained from the secretary of the Fund.”

9. Voeg die volgende nuwe klousule in:

"30. KRAAMVERLOF

(1) 'n Werkgewer moet, in die geval van 'n vroulike werknemer wat kraamverlof neem en binne ses maande terugkeer om diens te hervat by dieselfde werkgewer, die betrokke kraamverlof ag as 'n opskorting van die werknemer se dienskontrak maar wat nie beskou moet word as 'n onderbreking van haar diens tydperk nie en waarvoor die werknemer nie betaal hoef te word nie: Met dien verstande dat—

(i) kraamverlof slegs toegestaan moet word aan 'n werknemer wat by dieselfde werkgewer werksaam was vir 'n aaneenlopende tydperk van twee jaar voor die versoek vir kraamverlof;

(ii) die betrokke werknemer haar werkgewer vooraf in kennis moet stel van haar versoek om met kraamverlof te gaan asook van die datum onderling ooreengekom waarop sy na haar werk sal terugkeer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangel N van hierdie Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan vertrek, in te vul: Voorts met dien verstande dat die vereiste om 'n maand kennis te gee nie van toepassing is in die geval van 'n werknemer wat vroeër as verwag moet ophou werk as gevolg van mediese redes nie;

(iii) die betrokke werknemer haar werkgewer minstens vier weke vooraf in kennis moet stel van die datum waarop sy van plan is om na haar werk terug te keer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangel O van hierdie Ooreenkoms, of enige ander skriftelike kennisgewing, in te vul en die vorm of kennisgewing per geregistreerde pos aan haar werkgewer te stuur of deur die vorm of kennisgewing af te lewer of te laat aflewer aan 'n verantwoordelike beambte van haar werkgewer en 'n skriftelike erkenning van ontvangs daarvoor te verkry;

(iv) 'n werkgewer 'n pos wat tydelik vakant is as gevolg van die afwesigheid van 'n werknemer wat met kraamverlof is, kan vul deur 'n ander persoon in die betrekking aan te stel op 'n vastetermyn-kontrakgrondslag.

('n Vastetermyn-kontrak wat die voorskrifte bevat soos uiteengesit in Aanhangel P van hierdie Ooreenkoms, moet onderteken word deur die werkgewer en die werknemer wat ingevolge die vastetermynkontrak in diens is. 'n Kontrakwerknemer moet besoldig word volgens die skaal voorgeskryf in hierdie Ooreenkoms vir die klas werk wat hy of sy verrig);

(v) die dienskontrak van 'n werknemer wat met kraamverlof is en wat versuim om aan die voorskrifte van subklousule (1) (iii) te voldoen of wat sonder goeie rede versuim om na haar werk terug te keer op die bedoelde datum beëindig kan word en dat dié diensbeëindiging die tydelike aard van die dienskontrak van iemand wat in haar plek in diens geneem is, egter geensins beïnvloed nie.

(2) 'n Werkgewer moet voorts beide sy eie en die werknemer se bydraes tot die Siekefonds en Voorsorgfonds betaal ingevolge die bepalinge van die Hoof-ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing No. R. 1373 van 1 Julie 1983, en die Voorsorgfondsooreenkoms, gepubliseer by Goewermentskennisgewing No. R. 678 van 31 Maart 1983, of ingevolge die ooreenstemmende bepalinge van alle wysigings van genoemde ooreenkomste of alle ooreenkomste wat genoemde ooreenkomste vervang, terwyl die werknemer met kraamverlof is en totdat—

(a) die werknemer die bepalinge van subklousule (1) (iii) verbreek deur te versuim om haar werkgewer in kennis te stel van die voorgenoemde datum van haar terugkeer na haar werk;

(b) die werknemer versuim om na haar werk terug te keer op die datum waarvan haar werkgewer ingevolge subklousule (1) (iii) verwittig is;

(c) die werknemer na haar werk terugkeer.

(3) By hervatting van diens moet die werknemer wat terugkeer van kraamverlof opgeneem word in 'n identiese of soortgelyke betrekking, maar een wat nie minder gunstig is nie as die een wat sy bekleed het voordat sy kraamverlof geneem het."

10. Voeg die volgende nuwe klousule in:

"31. BEDINGING VAN PROSEDURES BY INDIVIDUELE BEDRIJFSINRICHTINGS

(1) 'n Werkgewer moet op versoek van die vakvereniging, by sy bedryfsinrigting met die vakvereniging onderhandel oor prosedures met betrekking tot die volgende:

- (a) Griewe;
- (b) dissipline;
- (c) vermindering van personeel;
- (d) gesondheids- en veiligheidsaspekte.

9. Insert the following new clause:

"30. MATERNITY LEAVE

(1) An employer shall, in respect of a female employee who takes maternity leave and who returns to work with the same employer within six months, treat such maternity leave as a suspension of the employee's contract of employment which shall not constitute a break in service, and for which the employee need not be paid: Provided that—

(i) maternity leave shall only be granted to an employee who has worked for the same employer for a continuous period of two years prior to any request for such leave;

(ii) such employee shall give her employer advance notice of her request to proceed on maternity leave, and the mutually agreed date of her return to work, by completing a form identical to Annexure N to this Agreement, at least one month before the date of commencement of her maternity leave: Provided further that the requirement to give a month's notice shall not apply if the employee has to stop working earlier than anticipated as a consequence of medical reasons;

(iii) such employee shall notify her employer at least four weeks in advance of her intended date of return to work, by completing a form identical to Annexure O to this Agreement, or by any other written notification, and forwarding such form, or notice, to her employer per registered mail, or by delivering such notice or form to a responsible official of the employer and obtaining a written acknowledgement of receipt therefor;

(iv) an employer may fill a position temporarily vacant as a consequence of the absence of an employee on maternity leave, by employing another person in such position on a fixed-term contract basis.

(A fixed-term contract, containing the provisions set out in Annexure P to this Agreement, shall be signed by the employer and the fixed-term employee. The fixed-term employee shall be remunerated at the rate prescribed in this Agreement for the class in which he or she is employed.);

(v) the contract of employment of an employee on maternity leave, who fails to comply with the provisions of subclause (1) (iii), or to return to work on the intended date without good cause, may be terminated. Such termination will, however, not in any way change the temporary nature of the contract of employment of any person who may have been employed to fill her position.

(2) An employer shall continue to pay all Sick Fund contributions as provided for in the Main Agreement of the Council as published under Government Notice No. R. 1373 of 1 July 1983 and Provident Fund contributions as provided for in terms of the Provident Fund Agreement as published under Government Notice No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such Agreements or any agreements superseding those Agreements, in respect of himself and of any employee on maternity leave while such employee is on such leave until—

(a) the employee breaches the provisions of subclause (1) (iii) by failing to notify her employer of her intended date of return to work;

(b) the employee fails to return to work on the date as notified to the employer in terms of subclause (1) (iii);

(c) the employee returns to work.

(3) On return to work, the employee shall resume working in a position identical, or similar but not less favourable, to the one which she held prior to taking maternity leave."

10. Insert the following new clause:

"31. NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS

(1) An employer shall, at the request of the Trade Union, negotiate with the Trade Union at his establishment on procedures relating to:

- (a) Grievances;
- (b) discipline;
- (c) retrenchment;
- (d) health and safety.

(2) Die onderhandelings in subklousule (1) bedoel, moet binne 15 werkdag vanaf die datum van ontvangs van die versoek begin.

(3) In die afwesigheid van onderhandelende prosedures moet hierdie klousule nie die reg van 'n werkgewer benadeel om regverdig op te tree teenoor 'n werknemer met betrekking tot bogenoemde aangeleenthede nie. Hierdie klousule moet ingelyks ook nie die reg van 'n werknemer benadeel om regverdig behandel te word nie."

11. Voeg die volgende nuwe klousule in:

"32. TOEGANG

(1) Vakverenigingbeamptes is daarop geregtig om redelike toegang tot persele te hê: Met dien verstande dat toestemming vooraf verkry moet word van 'n beampte deur die betrokke werkgewer aangewys, en dat dié toestemming nie onredelik weerhou mag word nie.

(2) Indien die aangewese beampte vir 'n tydperk van vier uur of langer afwesig is, moet die mees senior beskikbare beampte van die werkgewer beskou word as die aangewese beampte vanaf die begin van die tydperk van vier uur.

(3) Toegang is onderworpe aan alle bestaande skriftelike toegangsooreenkomste onderteken deur beide die vakvereniging en die individuele betrokke werkgewer."

12. Voeg die volgende nuwe klousule in:

"33. WERKWINKELVERTEENWOORDIGERS

(1) 'n Werkgewer moet die reg van die vakvereniging eerbiedig om werkwinkelverteenvoordigers by sy bedryfsinrigting deur die lede van die vakvereniging in sy diens te laat verkies.

(2) Op versoek van die vakvereniging of die betrokke werkgewer moet 'n werkwinkelverteenvoordigererkenningsooreenkoms beding word tussen die vakvereniging en die werkgewer. Bedinging moet binne 15 werkdag vanaf die datum van ontvangs van die versoek begin.

(3) Werkwinkelverteenvoordigers wat deur 'n werkgewer erken word, is geregtig op drie dae betaalde verlof per jaar met die doel om opleidingskursusse vir werkwinkelverteenvoordigers by te woon waar genoemde bywoning binne normale werkure val: Met dien verstande dat 'n sinopsis van die opleidingskursusse by die werkgewerorganisasies ingedien is."

Namens die partye op hede die 21ste dag van Maart 1989 te Sout-rivier onderteken.

N. WATERS,

Voorsitter van die Raad.

W. F. ALEXANDER,

Ondervoorsitter van die Raad.

J. N. VAUGHAN,

Sekretaris van die Raad.

(2) The negotiations referred to in subclause (1) shall commence within 15 working days of the date of receipt of any such request.

(3) This clause shall not detract from the right of an employer to act in a fair manner relating to the above matters, in the absence of negotiated procedures. This clause equally shall not detract from the right of an employee to be treated in a fair manner."

11. Insert the following new clause:

"32. ACCESS

(1) Trade Union officials shall be entitled to be granted reasonable access to establishments provided that prior permission, which shall not be unreasonably withheld is obtained from an official designated by the employer concerned.

(2) If the designated official should be absent from the establishment for a period of four hours or longer the most senior official of the employer who may be present shall be deemed to be designated official as from the beginning of the four-hour period.

(3) Access shall be subject to any existing written access agreements signed by both the Trade Union and the individual employer concerned."

12. Insert the following new clause:

"33. SHOP STEWARDS

(1) An employer shall recognise the right of the Trade Union to have shop stewards elected by its members at his establishment.

(2) A shop steward recognition agreement at an establishment shall, on request by the Trade Union or the employer, be negotiated between the Trade Union and the employer. Negotiations shall commence within 15 working days of the date of receipt of such request.

(3) Shop stewards recognised by an employer shall be entitled to three days paid leave per annum to attend shop steward training courses where such attendance falls within normal working hours, provided that an outline of such training courses has been lodged with the employer organisations."

Signed at Salt River, on behalf of the parties, this 21st day of March 1989.

N. WATERS,

Chairman of the Council.

W. F. ALEXANDER,

Vice-Chairman of the Council.

J. N. VAUGHAN,

Secretary of the Council.

AANHANGSEL C

WERKGEWERSKODE:

(Slegs vir Nywerheidsraad se gebruik)

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

WEEKLIKSE OPGAWE VAN INDIENSNEMINGS, DIENSBEEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASING IN BEROEP

Die Sekretaris
Nywerheidsraad vir die Klerasiennywerheid (Kaa)
Posbus 142
7925 Soutrivier

Werkgever.....
(Naam van besigheid)

Week geëindig

[illegible][illegible]

EMPLOYER CODE:

--	--	--	--

 (For Industrial Council use only)

WEEKLY RETURN OF ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Employer.....
(Name of business)

Week ended

[illegible][illegible]

DEEL 3—VASTETERMYN-KONTRAKWERKERS

Diensverslagkaart No.	Familienaam (in drukskrif)	Voornaam (voluit)	Nooiensvan of vorige van	Adres	Datum van indiensneming			Datum van diensbeëindiging			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

DEEL 4—KRAAMVERLOF

Diensverslagkaart No.	Familienaam (in drukskrif)	Voornaam (voluit)	Nooiensvan of vorige van	Adres	Datum na werk teruggekeer			Laaste datum van werk			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

DEEL 5—WERKNEMERS WAT VIER OF LANGER AS VIER AGTEREENVOLGENDE BETAALWEKE AFWESIG WAS (UITGESONDERD WERKNEMERS MET KRAAMVERLOF)

Diensverslagkaart No.	Familienaam (in drukskrif)	Voornaam (voluit)	Nooiensvan of vorige van	Adres	Datum na werk teruggekeer			Laaste datum van werk			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

LET WEL: Werkgewers moet by indienneming in besit van werknemers se diensverslagkaarte wees. In die geval van nuwe werknemers moet aansoek om diensverslagkaarte aangeheg word. Indien daar geen indiennemings, diensbeëindigings, oorplasings in beroep of afwesigheid van werknemers was nie, moet 'n "NUL"-opgawe voorgelê word. Moet nie oor oorskadu-kolomme skryf nie.

Ek sertifiseer hierby dat alle inligting wat op hierdie dokument voorkom, korrek is.

.....
Handtekening van werkgewer of gemagtigde agent

.....
Datum

PART 3—FIXED-TERM CONTRACT EMPLOYEES

Service record card No.	Surname (in block letters)	First names (in full)	Maiden or previous name	Address	Date engaged			Date terminated			Wage/Salary		Occupation	Code (For Industrial Council use only)
					Day	Month	Year	Day	Month	Year	R	c		

PART 4—MATERNITY LEAVE

Service record card No.	Surname (in block letters)	First names (in full)	Maiden or previous name	Address	Date returned to work			Date last worked			Wage/Salary		Occupation	Code (For Industrial Council use only)
					Day	Month	Year	Day	Month	Year	R	c		

PART 5—EMPLOYEES ABSENT FOR FOUR OR MORE CONSECUTIVE PAY-WEEKS (OTHER THAN EMPLOYEES ON MATERNITY LEAVE)

Service record card No.	Surname (in block letters)	First names (in full)	Maiden or previous name	Address	Date returned to work			Date last worked			Wage/Salary		Occupation	Code (For Industrial Council use only)
					Day	Month	Year	Day	Month	Year	R	c		

NOTE: Employers must be in possession of employees' service record cards on engagement. Applications for service record cards, in the case of new entrants, must be attached. A "NIL" return should be submitted where there are no engagements, terminations, transfers in occupation or employees absent. Do not write over shaded areas.

I hereby certify that all information stated on this document is correct.

Signature of employer or authorised agent

Date

ANNEXURE N

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

NOTIFICATION OF REQUEST TO PROCEED ON MATERNITY LEAVE

Employee's name

Factory number

TO:

Employer's name
(Name of business)

I hereby request to proceed on maternity leave with effect from
(insert date)

and expect to return to work on
(insert date)

Datum

Signature of employee

Date _____

Datum

Receipt acknowledge by:

Signature of official designated
by employer

Date _____

ANNEXURE O

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

NOTICE OF INTENDED DATE OF RETURN TO WORK

Employee's name

Factory number

TO Insert employer's name
..... and postal or
..... street address

Dear Sir,

I hereby notify you that I intend to return to work from maternity leave on
(insert date which should be at least five weeks after the date of posting/delivering the notice.)

Important:

1. This notice must be posted per registered mail or delivered to a responsible official of the employer.
2. This notice should be sent to the employer *not later than five weeks before the intended date of return.*
3. This notice must be received by the employer at least four weeks before the intended date of return to work.

Datum

.....
Signature of employee

Date _____

ANNEXURE P

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

FIXED TERM CONTRACT

ENTERED INTO BETWEEN.....
(the "employer")

AND
(the "fixed-term employee")

DIE PARTYE KOM OOREEN DAT:

1. Die werkgewer die vastetermynwerknemer as 'n
(vul klas van beroep in)
teen 'n loon van R..... per week in diens sal neem om die
vakature te vul wat veroorsaak is deur.....
(vul in naam van werknemer wat kraamverlof neem)
diensverslagkaartnommer, se kraamverlof.
Hierdie Ooreenkoms is bindend vir die tydperk van
(vul datum in)
tot
(vul datum in)
2. Die werkgewer die reg het om hierdie Ooreenkoms voor die
datum soos in paragraaf 1 hierbo vermeld, te beëindig indien
.....
(vul in naam van werknemer wat kraamverlof neem)
die werkgewer verwittig dat sy voornemens is om voor die
datum soos in paragraaf 1 hierbo vermeld, na haar werk terug
te keer: Met dien verstande dat die werkgewer die vasteter-
mynwerknemer minstens vier weke kennis moet gee van die
datum van vervroegde diensbeëindiging.
Gedateer te hierdie.....dag van.....19.....

.....
Handtekening van werkgewer of gemagtigde beampte

.....
Handtekening van vastetermynwerknemer

As getuies:

1.
2.

Let wel: Die normale Aanhangsel C—Weeklikse opgawe van
Indiensnemings, Diensbeëindiging, Afwesigheid van Werknemers en
Oorplasings in Beroep—tesame met Aanhangsel B—Aansoek om
Werknemer se Diensverslagkaart en Voorsorgfonds—Benoeming
van Bevoordeelde, moet hierdie dokument aan die Nywerheidsraad
vergesel.

No. R. 2328

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE 1956

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

Ek, Eli van der Merwe Louw, Minister van Manne-
krag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Ar-
beidsverhoudinge, 1956, dat die bepalings van die
Ooreenkoms (hierna die Wysigingsooreenkoms ge-
noem) wat in die Bylae hiervan verskyn en betrek-
king het op die Onderneming, Nywerheid, Bedryf of
Beroep in die opskrif by hierdie kennisgewing ver-
meld, met ingang van die tweede Maandag na die
datum van publikasie van hierdie kennisgewing en
vir die tydperk wat op 12 Desember 1989 eindig,
bindend is vir die werkgewersorganisasies en die vak-
verenigings wat die Wysigingsooreenkoms aange-
gaan 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, uit-
gesonderd dié vervat in klousules 1 (1) (a), 12, 13 en
14 met ingang van die tweede Maandag na die datum
van publikasie van hierdie kennisgewing en vir die
tydperk wat op 12 Desember 1989 eindig, bindend is

THE PARTIES AGREE THAT:

1. The employer will employ the fixed-term employee as a
(insert job category)
at a wage of R..... per week in order to fill the vacancy
created by
(insert name of employee taking maternity leave)
S.R.C. No., taking maternity leave.
This Agreement will be in force and effect for the period
from
(insert date)
to
(insert date)
2. The employer has the right to terminate this Agreement prior
to the date stipulated in paragraph 1 above in the event of
.....
(insert name of employee taking maternity leave)
notifying the employer that she wishes to return to work prior
to the date set out in paragraph 1: Provided that the employer
shall give the fixed-term employee at least four weeks notice
of the intended date of earlier termination.
Dated at this day of 19.....

.....
Signature of official designated by employer

.....
Signature of fixed term employee

As witnesses:

1.
2.

Note: The usual Annexure C—Weekly Return of Engagements,
Terminations, Absences from Work and Transfers in Occupation—
together with an Annexure B—Application for Employee's Service
Record Card and Provident Fund Nomination of Beneficiary form—
should accompany this document to the Industrial Council.

No. R. 2328

27 October 1989

LABOUR RELATIONS ACT, 1956

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

I, Eli van der Merwe Louw, 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 Sched-
ule hereto and which relates to the Undertaking,
Industry, Trade or Occupation referred to in the
heading to this notice, shall be binding, with effect
from the second Monday after the date of publication
of this notice and for the period ending 12 December
1989 upon the employers' organisations and the trade
unions which entered into the Amending Agreement
and upon the employers and employees who are
members of the said organisations or unions; and

(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), 12, 13 and 14 shall be binding, with effect
from the second Monday after the date of publication
of this notice and for the period ending 12 December

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,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRaad VIR DIE KLERASIE- NYWERHEID (KAAP)

OOREENKOMS

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

Cape Clothing Manufacturers' Association
en die

Cape Knitting Industry Association

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

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

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

wat die partye is by die Nywerheidsraad vir die Klerasiennywerheid (Kaap),

om die Ooreenkoms vir die Plattelandse Gebiede, gepubliseer by Goerwermmentskennisgewing No. R. 1375 van 1 Julie 1983, soos gewysig en verleng deur Goerwermmentskennisgewings Nos. R. 2659 van 2 Desember 1983, R. 1261 van 22 Junie 1984, R. 1554 van 27 Julie 1984, R. 2436 van 9 November 1984, R. 2670 van 7 Desember 1984, R. 1744 van 9 Augustus 1985, R. 2693 van 6 Desember 1985, R. 306 van 21 Februarie 1986, R. 2367 van 14 November 1986, R. 252 van 6 Februarie 1987, R. 2857 van 31 Desember 1987, R. 2068 van 14 Oktober 1988 en R. 2455 van 2 Desember 1988, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur die werkgewers en die werknemers wat lede van onderskeidelik die werkgewersorganisasies en die vakvereniging is;
- (b) in die landdrostdistrik George.

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

- (a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;
- (b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer as R11 960 per jaar bedra;
- (c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Brei-afdeling.

2. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

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

"(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone meer as R11 960 per jaar bedra;"

3. KLOUSULE 3.—WOORDOMSKRYWING

(1) Voeg die volgende nuwe omskrywing in na "snyer":

"dagwerker" 'n werknemer wat nie 'n skofwerker is nie;"

(2) Vervang die omskrywing "ondervinding" deur die volgende:

"'ondervinding'—

kategorie (1)—ten opsigte van klerke en fabrieksklerke, die totale tydperk of tydperke wat sodanige werknemers as klerke en fabrieksklerke werksaam was, na gelang van die geval, ongeag die bedryf waarin sodanige ondervinding opgedoen is;

1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CLOTHING INDUSTRY (CAPE)

AGREEMENT

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

Cape Clothing Manufacturers' Association
and the

Cape Knitting Industry Association

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

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

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

being the parties to the Industrial Council for the Clothing Industry (Cape), to amend the Agreement for the Country Areas, published under Government Notice No. R. 1375 of 1 July 1983, as amended and extended by Government Notices Nos. R. 2659 of 2 December 1983, R. 1261 of 22 June 1984, R. 1554 of 27 July 1984, R. 2436 of 9 November 1984, R. 2670 of 7 December 1984, R. 1744 of 9 August 1985, R. 2693 of 6 December 1985, R. 306 of 21 February 1986, R. 2367 of 14 November 1986, R. 252 of 6 February 1987, R. 2857 of 31 December 1987, R. 2068 of 14 October 1988 and R. 2455 of 2 December 1988.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by the employers and employees who are members of the employers' organisations and the trade union, respectively;
- (b) in the Magisterial District of George.

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

- (a) only apply in respect of employees for whom wages are prescribed in this Agreement;
- (b) not apply to employees and working directors whose wages are more than R11 960 per annum;
- (c) not apply to employers and employees engaged or employed in the Knitting Division.

2. CLAUSE 1.—SCOPE OF APPLICATION OF AGREEMENT

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

"(b) not apply to employees and working directors whose wages are more than R11 960 per annum;"

3. CLAUSE 3.—DEFINITIONS

(1) Insert the following new definition after "cutter":

"'dayworker' means an employee who is not a shift worker;"

(2) Substitute the following for the definition "experience":

"'experience' means—

category (1)—in relation to clerks and factory clerks, the total period or periods of employment which such employees have had as clerks and factory clerks, as the case may be, irrespective of the trade in which such experience was gained;

katégorie (2)—ten opsigte van ander werknemers as klerke, fabrieksklerke, klerasemasjienwerktuigkundiges, drywers van motorvoertuie, ketelbedieners, versendingsverpakkers, handelsreisigers se drywers, wagte of opsigters, arbeiders en algemene werkers, die totale tydperk of tydperke wat sodanige werknemers werksaam was in die Klerasienywerheid in 'n ander hoedanigheid as die van klerke, fabrieksklerke, klerasemasjienwerktuigkundiges, drywers van motorvoertuie, ketelbedieners, versendingsverpakkers, handelsreisigers se drywers, wagte of opsigters, arbeiders en algemene werkers;

katégorie (3)—ten opsigte van klerasemasjienwerktuigkundiges, die totale tydperk of tydperke wat sodanige werknemers as klerasemasjienwerktuigkundiges werksaam was;

katégorie (4)—ten opsigte van toesighouers, gehaltebeheerders en instruksieure, die totale tydperk of tydperke wat sodanige werknemers as toesighouers, gehaltebeheerders en instruksieure werksaam was;

Met dien verstande dat waar 'n werknemer met minder as een jaar ondervinding nie binne 'n tydperk van vyf jaar vanaf die datum waarop hy laas in die Nywerheid in diens was weer in die Nywerheid in diens geneem is nie, die ondervinding opgedoen buite rekening ge laat moet word by die berekening van die minimum loon waarteen hy diens kan aanvaar;

(3) Vervang die omskrywing "uurloon" deur die volgende:

"uurloon" die weekloon voorgeskryf in klousule 4 (1), gelees met klousule 4 (10), gedeel deur—

60, in die geval van 'n wag of opsigter;

46, in die geval van 'n ketelbediener;

42½, in die geval van alle ander werknemers;

(4) Voeg die volgende nuwe omskrywing in "werkspan":

"skofwerker" 'n werknemer wat skofte werk in of in verband met 'n bedrywigheid met betrekking waartoe daar in twee of meer skofte per dag gewerk word;

(5) Vervang die omskrywing "loon" deur die volgende:

"loon" die bedrag in geld wat ingevolge klousule 4 (1), gelees met klousule 4 (10), aan 'n werknemer betaal word ten opsigte van sy gewone werkure soos in klousule 9 voorgeskryf: Met dien verstande dat—

(i) as 'n werkgewer 'n werknemer ten opsigte van sodanige werke gereeld 'n hoër bedrag betaal as wat in klousule 4 (1), gelees met klousule 4 (10), voorgeskryf word, dit dié hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit besoldiging bedoel of insluit wat 'n werknemer in diens op 'n grondslag in klousule 7 bepaal, ontvang het benewens die bedrag wat hy sou ontvang het as hy nie op so 'n grondslag in diens was nie;

4. KLOUSULE 4. — LONE

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

"(1) Die minimum lone wat betaal moet word aan en aangeneem moet word deur onuergenoemde klasse werknemers, onderworpe aan die bepalinge van hierdie Ooreenkoms, is soos volg:

Deel A	Per week R
Snyafdeling:	
Hoofsnier.....	230,00
Patroonmaker:	
(a) Gekwalifiseer.....	230,00
(b) Leerling:	
Eerste jaar	
Eerste ses maande ondervinding.....	116,50
Tweede ses maande ondervinding.....	135,00
Tweede jaar	
Eerste ses maande ondervinding.....	148,00
Tweede ses maande ondervinding.....	161,00
Derde jaar	
Eerste ses maande ondervinding.....	173,50
Tweede ses maande ondervinding.....	186,50

category (2)—in relation to employees other than clerks, factory clerks, clothing machine mechanics, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers, the total period or periods of employment of employees in the Clothing Industry in any capacity other than that of clerks, factory clerks, clothing machine mechanics, motor vehicle drivers, boiler attendants, despatch packers, travellers' drivers, watchmen or caretakers, labourers and general workers;

category (3)—in relation to clothing machine mechanics, the total period or periods of employment which such employees have had as clothing machine mechanics;

category (4)—in relation to supervisors, quality controllers and instructors, the total period or periods of employment which such employees have had as supervisors, quality controllers and instructors;

Provided that where any employee with less than one year's experience has not been re-employed in the Industry within a period of five years from the date on which he was last employed in the Industry, any experience gained shall be ignored for the purpose of calculating the minimum wage at which he may commence service;

(3) Substitute the following for the definition "hourly rate":

"hourly rate" or "hourly wage" means the weekly wage prescribed in clause 4 (1), read with clause 4 (10), divided by—

60, in the case of a watchman or caretaker;

46, in the case of a boiler attendant;

42½, in the case of all other employees;

(4) Insert the following new definition after "set of workers":

"shift worker" means an employee who works shifts in or in connection with an activity with respect to which work is performed in two or more shifts per day;

(5) Substitute the following for the definition "wage":

"wage" means the amount of money paid to an employee in terms of clause 4 (1), read with clause 4 (10), in respect of his ordinary hours of work as prescribed in clause 9: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in clause 4 (1), read with clause 4 (10), it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to, or include, such remuneration which an employee who is employed on any basis provided for in clause 7 received over and above the amount which he would have received had he not been employed on such basis;

4. CLAUSE 4. — WAGES

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

"(1) Subject to the provisions of this Agreement, the minimum wages that shall be paid to and accepted by the undermentioned classes of employees shall be as follows:

Part A	Per week R
Cutting Department:	
Head cutter.....	230,00
Pattern maker:	
(a) Qualified.....	230,00
(b) Learner:	
First year	
First six months of experience.....	116,50
Second six months of experience.....	135,00
Second year	
First six months of experience.....	148,00
Second six months of experience.....	161,00
Third year	
First six months of experience.....	173,50
Second six months of experience.....	186,50

	Per week R		Per week R
<i>Vierde jaar</i>		<i>Fourth year</i>	
Eerste ses maande ondervinding	200,50	First six months of experience	200,50
Daarna, die loon voorgeskryf in (a), d.w.s. ...	230,00	Thereafter, the wage specified in (a), i.e.	230,00
Patroongradeerder:		Pattern grader:	
(a) Gekwalifiseer	168,50	(a) Qualified	168,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	116,50	First six months of experience	116,50
Tweede ses maande ondervinding	120,50	Second six months of experience	120,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	133,50	First six months of experience	133,50
Tweede ses maande ondervinding	138,00	Second six months of experience	138,00
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	143,00	First six months of experience	143,00
Tweede ses maande ondervinding	149,00	Second six months of experience	149,00
<i>Vierde jaar</i>		<i>Fourth year</i>	
Eerste ses maande ondervinding	154,50	First six months of experience	154,50
Daarna, die loon voorgeskryf in (a), d.w.s.	168,50	Thereafter, the wage specified in (a), i.e.	168,50
Snyer, snylaagpatroonoplêer:		Cutter, lay-maker:	
(a) Gekwalifiseer	168,50	(a) Qualified	168,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	88,50	First six months of experience	88,50
Tweede ses maande ondervinding	101,50	Second six months of experience	101,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	111,00	First six months of experience	111,00
Tweede ses maande ondervinding	121,00	Second six months of experience	121,00
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	130,50	First six months of experience	130,50
Tweede ses maande ondervinding	142,00	Second six months of experience	142,00
Daarna, die loon voorgeskryf in (a), d.w.s.	168,50	Thereafter, the wage specified in (a), i.e.	168,50
Tussenvoeringsnyer, voeringwerker, leersnyer en dassnyer:		Interlining cutter, trimmer, leather cutter and tie cutter:	
(a) Gekwalifiseer	127,50	(a) Qualified	127,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	88,50	First six months of experience	88,50
Tweede ses maande ondervinding	96,50	Second six months of experience	96,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	100,00	First six months of experience	100,00
Tweede ses maande ondervinding	102,00	Second six months of experience	102,00
<i>Derde jaar</i>		<i>Third year</i>	
Eerste ses maande ondervinding	108,50	First six months of experience	108,50
Tweede ses maande ondervinding	112,50	Second six months of experience	112,50
Daarna, die loon voorgeskryf in (a), d.w.s.	127,50	Thereafter, the wage specified in (a), i.e.	127,50
(c) Indien bevorder tot leerlingsnyer:		(c) If advanced to learner cutter:	
Eerste ses maande na datum van be- vordering	127,50	First six months from date of advance- ment	127,50
Tweede ses maande na datum van be- vordering	146,00	Second six months from date of ad- vancement	146,00
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	168,50	Thereafter, the wage specified for a qualified cutter, i.e.	168,50
Laagoplêer:		Lay-up:	
(a) Gekwalifiseer	110,50	(a) Qualified	110,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding	88,50	First six months of experience	88,50
Tweede ses maande ondervinding	95,00	Second six months of experience	95,00
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding	97,50	First six months of experience	97,50
Tweede ses maande ondervinding	99,50	Second six months of experience	99,50
Daarna, die loon voorgeskryf in (a), d.w.s.	110,50	Thereafter, the wage specified in (a), i.e.	110,50

Per week
R

(c) Indien bevorder tot leerlingsnyer:

Eerste ses maande na datum van bevordering	110,50
Tweede ses maande na datum van bevordering	119,50
Derde ses maande na datum van bevordering	135,00
Vierde ses maande na datum van bevordering	151,00
Daarna, die loon vir 'n gekwalifiseerde snyer voorgeskryf, d.w.s.	168,50

Perssnyer:

(a) Gekwalifiseer	137,50
(b) Leerling:	
Eerste jaar ondervinding	88,50
Tweede jaar ondervinding	107,50
<i>Derde jaar</i>	
Eerste ses maande ondervinding	121,50
Daarna, die loon voorgeskryf in (a), d.w.s.	137,50

Natrekker:

(a) Gekwalifiseer	120,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	88,50
Tweede ses maande ondervinding	96,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	100,50
Tweede ses maande ondervinding	106,00
Daarna, die loon voorgeskryf in (a), d.w.s.	120,00

Deel B

Fabriekswerkers:

Klerasiemasjienwerktuigkundige:

(a) Gekwalifiseer	230,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	116,50
Tweede ses maande ondervinding	135,00
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	148,00
Tweede ses maande ondervinding	161,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding	173,50
Tweede ses maande ondervinding	186,50
<i>Vierde jaar</i>	
Eerste ses maande ondervinding	200,50
Daarna, die loon voorgeskryf in (a), d.w.s.	230,00

Werknemer graad A:

(a) Gekwalifiseer	146,00
(b) Leerling:	
<i>Eerste jaar</i>	
Eerste ses maande ondervinding	88,50
Tweede ses maande ondervinding	98,50
<i>Tweede jaar</i>	
Eerste ses maande ondervinding	105,00
Tweede ses maande ondervinding	111,00
<i>Derde jaar</i>	
Eerste ses maande ondervinding	117,50
Tweede ses maande ondervinding	123,50
Daarna, die loon voorgeskryf in (a), d.w.s.	146,00

Per week
R

(c) If advanced to learner cutter:

First six months from date of advancement	110,50
Second six months from date of advancement	119,50
Third six months from date of advancement	135,00
Fourth six months from date of advancement	151,00
Thereafter, the wage specified for a qualified cutter, i.e.	168,50

Clicker:

(a) Qualified	137,50
(b) Learner:	
First year of experience	88,50
Second year of experience	107,50
<i>Third year</i>	
First six months of experience	121,50
Thereafter, the wage specified in (a), i.e.	137,50

Tracer:

(a) Qualified	120,00
(b) Learner:	
<i>First year</i>	
First six months of experience	88,50
Second six months of experience	96,50
<i>Second year</i>	
First six months of experience	100,50
Second six months of experience	106,00
Thereafter, the wage specified in (a), i.e.	120,00

Part B

Factory operatives:

Clothing machine mechanic:

(a) Qualified	230,00
(b) Learner:	
<i>First year</i>	
First six months of experience	116,50
Second six months of experience	135,00
<i>Second year</i>	
First six months of experience	148,00
Second six months of experience	161,00
<i>Third year</i>	
First six months of experience	173,50
Second six months of experience	186,50
<i>Fourth year</i>	
First six months of experience	200,50
Thereafter, the wage specified in (a), i.e.	230,00

Grade A employee:

(a) Qualified	146,00
(b) Learner:	
<i>First year</i>	
First six months of experience	88,50
Second six months of experience	98,50
<i>Second year</i>	
First six months of experience	105,00
Second six months of experience	111,00
<i>Third year</i>	
First six months of experience	117,50
Second six months of experience	123,50
Thereafter, the wage specified in (a), i.e.	146,00

	Per week R		Per week R
Werknemer graad B:		Grade B employee:	
(a) Gekwalifiseer.....	119,50	(a) Qualified	119,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding.....	88,50	First six months of experience	88,50
Tweede ses maande ondervinding.....	96,50	Second six months of experience.....	96,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding.....	104,00	First six months of experience	104,00
Tweede ses maande ondervinding.....	111,50	Second six months of experience.....	111,50
Daarna, die loon voorgeskryf in (a), d.w.s.....	119,50	Thereafter, the wage specified in (a), i.e.	119,50
(c) Indien bevorder tot werknemer graad A:		(c) If advanced to Grade A employee:	
Eerste ses maande na datum van be- vordering.....	119,50	First six months from date of advance- ment.....	119,50
Tweede ses maande na datum van be- vordering.....	128,50	Second six months from date of ad- vancement.....	128,50
Derde ses maande na datum van be- vordering.....	137,50	Third six months from date of advance- ment.....	137,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.....	146,00	Thereafter, the wage specified for a qualified Grade A employee, i.e.....	146,00
(d) Indien bevorder tot leerling-toesighouer:		(d) If advanced to learner supervisor:	
Eerste ses maande na datum van be- vordering.....	146,00	First six months from date of advance- ment.....	146,00
Daarna, die loon vir 'n gekwalifiseerde toesighouer voorgeskryf, d.w.s.....	173,50	Thereafter, the wage specified for qua- lified supervisor, i.e.	173,50
Werknemer graad C:		Grade C employee:	
(a) Gekwalifiseer.....	108,50	(a) Qualified	108,50
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding.....	88,50	First six months of experience	88,50
Tweede ses maande ondervinding.....	94,50	Second six months of experience.....	94,50
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding.....	96,50	First six months of experience	96,50
Tweede ses maande ondervinding.....	98,50	Second six months of experience.....	98,50
Daarna, die loon voorgeskryf in (a), d.w.s.....	108,50	Thereafter, the wage specified in (a), i.e.	108,50
(c) Indien bevorder tot werknemer graad B:		(c) If advanced to Grade B employee:	
Eerste ses maande na datum van be- vordering.....	108,50	First six months from date of advance- ment.....	108,50
Tweede ses maande na datum van be- vordering.....	114,00	Second six months from date of ad- vancement.....	114,00
Daarna, die loon vir 'n gekwalifiseerde werknemer graad B voorgeskryf, d.w.s.....	119,50	Thereafter, the wage specified for a qualified Grade B employee, i.e.	119,50
Voorparser, blokker:		Underpresser, blocker:	
(a) Gekwalifiseer.....	124,00	(a) Qualified	124,00
(b) Leerling:		(b) Learner:	
<i>Eerste jaar</i>		<i>First year</i>	
Eerste ses maande ondervinding.....	88,50	First six months of experience	88,50
Tweede ses maande ondervinding.....	98,00	Second six months of experience.....	98,00
<i>Tweede jaar</i>		<i>Second year</i>	
Eerste ses maande ondervinding.....	103,00	First six months of experience	103,00
Tweede ses maande ondervinding.....	109,50	Second six months of experience.....	109,50
Daarna, die loon voorgeskryf in (a), d.w.s.....	124,00	Thereafter, the wage specified in (a), i.e.	124,00
(c) Indien bevorder tot leerling-parser:		(c) If advanced to learner presser:	
Eerste ses maande na datum van be- vordering.....	124,00	First six months from date of advance- ment.....	124,00
Tweede ses maande na datum van be- vordering.....	130,50	Second six months from date of ad- vancement.....	130,50
Daarna, die loon vir 'n gekwalifiseerde werknemer graad A voorgeskryf, d.w.s.....	146,00	Thereafter, the wage specified for a qualified Grade A employee, i.e.....	146,00
DEEL C		PART C	
Klerke		Clerical employees:	
Klerk:		Clerk:	
Eerste jaar ondervinding	114,50	First year of experience	114,50
Tweede jaar ondervinding	134,50	Second year of experience	134,50
Derde jaar ondervinding	149,00	Third year of experience.....	149,00
Daarna.....	182,50	Thereafter	182,50

	Per week R
Fabrieksklerk:	
Eerste jaar ondervinding	98,50
Tweede jaar ondervinding	110,50
Derde jaar ondervinding	118,50
Daarna	139,50

DEEL D

Algemeen:	
Ketelbediener	119,00
Versendingspakker	114,00
Algemene werker	109,50
Arbeider	111,00
Drywer van motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat deur sodanige voertuig getrek word —	
Hoogstens 2 720 kg is	126,50
2 720 en meer as 2 270 kg is	129,50
Toesighouer, gehaltebeheerder en instruktur:	
(a) Gekwalifiseer	173,50
(b) Leerling:	
Eerste ses maande ondervinding	134,50
Daarna, die loon voorgeskryf in (a), d.w.s.	173,50
Handelsreisiger se drywer	122,50
Wag of opsigter	123,50"

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

"(3) *Kontrakgrondslag*. — Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en 'n werknemer moet ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (6) en subklousule (10), vir 'n werknemer van sy klas voorgeskryf word, of hy in daardie week die maksimum getal gewone werkure wat ingevolge klousule 9 op hom van toepassing is, of minder, gewerk het en moet elke dienskontrak behoudens klousule 30 van hierdie ooreenkoms geag word aaneenlopend te wees vanaf die datum waarop die werknemer by die werkgever in diens getree het tot die datum waarop sodanige diens regtens beëindig word."

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

"(7) Behoudens klousules 5 (4) en 12, moet 'n werknemer, uitgesonderd 'n los werknemer, die volle weekloon betaal word wat in subklousule (1), gelees met subklousule (10), vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy die volle tyd of minder gewerk het."

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

"(8) *Los werknemer*. — 'n Los werknemer moet vir elke dag of 'n gedeelte van 'n dag diens minstens een vyfde betaal word van die weekloon voorgeskryf vir 'n arbeider in subklousule (1), gelees met subklousule (10)."

(5) Voeg die volgende nuwe subklousule (9) in:

"(9) *Skoftoelae*. — Benewens die besoldiging voorgeskryf in subklousule (1), gelees met subklousule (10), moet 'n skofwerker, ten opsigte van sy skofure in 'n week gewerk, 'n bykomende 12½ persent op sodanige besoldiging betaal word."

(6) Voeg die volgende nuwe subklousule (10) in:

"(10) Ondanks andersluidende bepalings hierin vervat, moet die loon van 'n werknemer wat onmiddellik voor die datum waarop hierdie ooreenkoms in werking tree 'n loon ontvang wat hoër is as wat vir sy klas werk voorgeskryf word, met ingang van die datum waarop hierdie Ooreenkoms in werking tree, verhoog word met 'n bedrag wat gelykstaande is met die verskil tussen die loon voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2068 van 14 Oktober 1989 en die loon voorgeskryf in hierdie Ooreenkoms vir sy klas werk."

Factory clerk:

	Per week R
First year of experience	98,50
Second year of experience	110,50
Third year of experience	118,50
Thereafter	139,50

PART D

General:

Boiler attendant	119,00
Despatch packer	114,00
General worker	109,50
Labourer	111,00

Motor vehicle driver of a vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicles is as follows:

Under 2 720 kg	126,50
2 270 kg and over	129,50

Supervisor, quality controller and instructor:

(a) Qualified	173,50
(b) Learner:	
First six months of experience	134,50
Thereafter, the wage specified in (a), i.e.	173,50

Traveller's driver	122,50
Watchman or caretaker	123,50"

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

"(3) *Basis of contract*. — For the purposes of this clause, the contract of employment of an employee, other than a casual employee, shall be on a weekly basis, and an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1), read with subclause (6) and subclause (10), for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 9, or less, and subject to the provisions of clause 30, of this Agreement, each contract of service shall be deemed to have been continuous from the time the employee entered the employer's service until the time such service is legally terminated."

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

"(7) Subject to the provisions of clauses 5 (4) and 12, an employee, other than a casual employee, shall be paid the full weekly wage prescribed in subclause (1), read with subclause (10), for an employee of his class, whether he has worked full time or less."

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

"(8) *Casual employee*. — A casual employee shall be paid in respect of every day or part of a day of employment not less than one fifth of the weekly wage prescribed for a labourer in subclause (1), read with subclause (10)."

(5) Insert the following new subclause (9):

"(9) *Shift allowance*. — In additions to the remuneration prescribed in subclause (1), read with subclause (10), a shift worker shall, in respect of his shift hours worked in any week, be paid an additional 12½ per cent on such remuneration."

(6) Insert the following new subclause (10):

"(10) Notwithstanding anything to the contrary contained herein, the wage of an employee who, immediately prior to the date on which this Agreement comes into operation, is in receipt of a wage higher than that prescribed for the class of work in which he is engaged shall, with effect from the date on which this Agreement comes into operation, be increased by an amount equal to the difference between the wage prescribed in the Agreement published under Government Notice R. 2068 of 14 October 1988 and the wage prescribed in this Agreement for the class of work in which he is engaged."

5. KLOUSULE 5.—BETALING VAN LONE

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

“(2) (a) Besoldiging verskuldig aan 'n werknemer, uitgesonderd 'n skofwerker en 'n los werknemer, moet elke Vrydag gedurende die werkure, maar nie later as 17:30 nie, in kontant betaal word op die plek en tyd genoem in die kennisgewing wat in die bedryfsinrigting opgeplak is. Alle tyd wat verloop na die gewone werkure en die tyd waarop betaling gedoen word, moet geag word oortyd te wees. As 'n betaaldag op 'n openbare vakansiedag val, moet betaling geskied gedurende die werkure op die dag wat dié vakansiedag voorafgaan.

In die geval van 'n skofwerker moet besoldiging wat aan 'n werknemer verskuldig is, betaal word op 'n tyd waarvoor dié werknemer en sy werkgever ooreengekom het, en dié tyd moet gedurende die gewone kantoorure van die bedryfsinrigting val, maar hoogstens 24 uur na die gewone betaaldag.”

(2) Vervang subklousule (4) (e) deur die volgende:

“(4) (e) waar 'n werkgever 'n skêr aan sy werknemer verskaf het, kan 'n weeklikse paaiement van hoogstens R2,00 afgetrek word tot dat die koste wat die werkgever aangegaan het, terugbetaal is, maar ingeval die werknemer die skêr aan sy werkgever terugbesorg, is hy geregtig op terugbetaling van die totale bedrag wat hy betaal het;”

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

“(4) (k) indien 'n werkgever op versoek van sy werknemer aan sodanige werknemer 'n oorpak verskaf het, kan 'n paaiement van hoogstens R2,00 per week afgetrek word totdat die koste van die oorpak aan die werkgever terugbetaal is, maar ingeval die werknemer diens verlaat of dros voordat die koste van die oorpak ten volle betaal is, kan die uitstaande bedrag van sy lone afgetrek word;”

6. KLOUSULE 9.—GEWONE WERKURE, ETENSPOUSES EN RUSPOUSES

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

“(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as—

(a) in die geval van 'n werknemer, uitgesonderd 'n skofwerker, ketelbediener, los werknemer en 'n wag of opsigter—

(i) 42½ uur, uitgesonderd etensposes maar met inbegrip van rusposes, in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt en 'n half uur op 'n dag tussen 07:30 en 18:00;

(b) in die geval van 'n skofwerker—

(i) 42½ uur, uitgesonderd etensposes maar met inbegrip van rusposes, in 'n week vanaf Sondag tot en met Saterdag;

(ii) nege uur op 'n dag waar twee skofte daaglik gewerk word, en agt uur op 'n dag waar drie skofte daaglik gewerk word;

Met dien verstande dat 'n werkgever onderling met sy skofwerkers reëlings kan tref om 24½ uur op nagskof te werk, uitgesonderd etensposes maar met inbegrip van rusposes, in 'n week vanaf Maandag tot en met Donderdag (week van vier dae);

Voorts met dien verstande dat 'n werkgever nie mag vereis dat werknemers as skofwerkers moet werk alvorens hy die Nywerheidsraad 15 werkdae kennis gegee het van sy voorneme om skofwerk in te stel en sonder om die vakvereniging in dié verband te raadpleeg nie.

(c) In die geval van 'n ketelbediener kan die weeklikse ure 46 en die daaglikse ure nege en 'n kwart uur wees.

(d) In die geval van 'n wag of opsigter kan die weeklikse ure 60 en die daaglikse ure 12 (week van vyf dae) of 10 (week van ses dae) wees.

(e) In die geval van los werknemers, kan die weeklikse ure 25½ en die daaglikse ure agt en 'n half wees.”

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

“(3) *Rusposes.*—'n Werkgever moet aan elkeen van sy werknemers 'n ruspose toestaan van minstens—

(a) 15 minute so na doenlik aan die middel van elke werktydperk in die voormiddag;

(b) 10 minute so na doenlik aan die middel van elke werktydperk in die namiddag;

5. CLAUSE 5.—PAYMENT OF WAGES

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

“(2) (a) The remuneration due to an employee, other than a shift worker or a casual employee, shall be paid in cash each Friday during working hours, but not later than 17:30, at the place and time specified in the notice posted up in the establishment. Any time which may elapse after the normal hours of work and the time at which payment is made shall be deemed to be overtime. If a pay-day falls upon a public holiday, payment shall be made during working hours on the day preceding such holiday.

In the case of a shift worker the remuneration due to an employee shall be paid at a time agreed upon between such employee and his employer, which time shall be during the usual office hours of the establishment, but not later than 24 hours after the usual pay day.”

(2) Substitute the following for subclause (4) (e):

“(4) (e) where scissors have been provided by an employer to his employee, a weekly instalment not exceeding R2,00 may be deducted until the cost incurred by the employer has been repaid, but in the event of the employee returning the scissors to his employer he shall be entitled to a refund of the total amount he has paid;”

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

“(4) (k) where overalls have been provided by an employer to his employee at his request, a weekly instalment not exceeding R2,00 may be deducted until the cost thereof has been repaid, but in the event of the employee leaving or absconding before the full cost of an overall has been paid, the outstanding amount may be deducted from his wages;”

6. CLAUSE 9.—ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS

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

“(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours than—

(a) in the case of an employee, other than a shift worker, boiler attendant, casual employee and watchman or caretaker—

(i) 42½ hours, excluding meal intervals, but including rest intervals, in any week from Monday to Friday inclusive;

(ii) eight and a half hours on any day between 07:30 and 18:00;

(b) in the case of a shift worker—

(i) 42½ hours, excluding meal intervals, but including rest intervals, in any week from Sunday to Saturday, inclusive;

(ii) nine hours on any day where two shifts are employed daily and eight hours on any day where three shifts are employed daily;

Provided that an employer may make mutual arrangements with his shift workers to work 42½ hours on night shift, excluding meal intervals, but including rest intervals, in any week from Monday to Thursday (four-day week):

Provided further that no employer may require employees to work as shift workers without giving the Industrial Council at least 15 working days' notice of this intention to work shifts, and without consulting the trade union in this regard.

(c) In the case of boiler attendants, the weekly hours may be 46 and the daily hours nine and a quarter.

(d) In the case of watchmen or caretakers, the weekly hours may be 60 and the daily hours 12 (five-day week) or 10 hours (six-day week).

(e) In the case of casual employees, the weekly hours may be 25½ and the daily hours eight and a half.”

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

“(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than—

(a) 15 minutes as near as practicable to the middle of each morning work period;

(b) 10 minutes as near as practicable to the middle of each afternoon work period;

waarin daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en dié pouse moet geag word deel van die gewone werkure te wees: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n handelsreisiger se drywer, 'n drywer van 'n motorvoertuig, 'n wag of opsigter of 'n werknemer wat goedere of boodskappe buitekant die bedryfsinrigting van sy werkgever aflewer nie: Voorts met dien verstande dat waar daar daaglik drie skofte in 'n bedryfsinrigting gewerk word, sodanige ruspouses nie aan 'n skofwerker toegestaan hoef te word nie, mits hy gratis voorsien word van 'n koppie tee so na doenlik aan die middel van elke skof en dié tee genuttig word terwyl hy op sy pos is."

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

"(4) *Etenspouses*. — 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n etenspouse van minstens een uur nie, en in die pouse mag daar nie van die werknemer vereis of mag hy nie toegelaat word om te werk nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneen te loop;

(ii) as sodanige pouse langer as een uur duur, die tydperk langer as een uur geag word werkure te wees;

(iii) waar twee of drie skofte daaglik in 'n bedryfsinrigting gewerk word, 'n skofwerker twee etenspouses van minstens 15 minute per skof of een etenspouse van minstens 30 minute per skof toegestaan moet word en daar gedurende dié pouses nie van die werknemer vereis of hy nie toegelaat mag word om te werk nie;

(iv) 'n werkgever met sy werknemers, uitgesonderd skofwerkers, 'n ooreenkoms kan aangaan om sodanige werknemers se etenspouses tot minstens 30 minute daaglik te verkort."

(4) Skrap subklousule (5).

(5) Hernommer subklousule "(6)" om te lui "(5)".

7. KLOUSULE 10.—OORTYD

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

"(1) *Oortydwerk*. — Alle tyd gewerk deur werknemers, uitgesonderd skofwerkers—

(a) wat meer is as die gewone daaglikse ure in klousule 9 (1) (a) voorgeskryf; of

(b) voor 07:30 en na 18:00 op Maandag tot Vrydag, behalwe in die geval van ketelbedieners, wagte, opsigters, eethuiswerknemers of werknemers wat persele skoonmaak;

moet geag word oortydwerk te wees.

(c) *Skofwerkers*. — Alle tyd deur skofwerkers gewerk wat meer is as die gewone daaglikse of weeklikse werkure in klousule 9 (1) (b) voorgeskryf, moet geag word oortydwerk te wees."

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

"(4) Oortyd loop daaglik op en moet gereken word as tyd gewerk buite die gewone werkure soos voorgeskryf in klousule 9. Vir alle oortydwerk wat korter as 15 minute duur, moet 'n kwartier se oortyd betaal word."

(3) Voeg die volgende nuwe subklousule (5) in:

"(5) *Rusdag*. — 'n Werkgever moet aan elkeen van sy skofwerkers een volle rusdag in 'n week toestaan: Met dien verstande dat as 'n werkgever van 'n werknemer vereis of hom toelaat om op sy rusdag te werk, die ure aldus gewerk geag moet word nie deel te wees van die gewone werkure wat in klousule 9 (1) (b) voorgeskryf word nie."

(4) Hernommer die bestaande subklousule "(5)" om te lui "(6)".

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

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

"(1) *Oortydwerk*. — 'n Werkgever moet sy werknemer ten opsigte van alle oortyd wat hy gewerk het, minstens die volgende betaal:

(a) In die geval van 'n werknemer, uitgesonderd 'n ketelbediener, wag of opsigter en 'n los werknemer, een en 'n half maal sy loon, gedeel deur 42½, vir elke uur of gedeelte van 'n uur aldus gewerk;

(b) in die geval van 'n ketelbediener, een en 'n half maal sy loon, gedeel deur 46, vir elke uur of gedeelte van 'n uur aldus gewerk;

(c) in die geval van 'n wag of opsigter, een en 'n half maal sy loon, gedeel deur 60, vir elke uur of gedeelte van 'n uur aldus gewerk;

during which such employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work: Provided that this subclause shall not apply to a traveller's driver, a motor vehicle driver, a watchman or caretaker, or an employee engaged in delivering goods or messages outside the establishment of his employer: Provided further that where three shifts are employed daily in any establishment, such rest intervals need not be granted to a shift worker, provided he is supplied free of charge with one cup of tea as near as practicable to the middle of each shift, such tea to be taken while at his post."

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

"(4) *Meal intervals*. — An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work: Provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) if such interval be for longer than one hour, the period in excess of one hour shall be deemed to be hours of work;

(iii) where two or three shifts are employed daily in any establishment, a shift worker shall be granted two meal intervals of not less than 15 minutes per shift or one meal interval of not less than 30 minutes per shift during which intervals such employee shall not be required or permitted to perform any work;

(iv) with regard to employees other than shift workers an employer may conclude an agreement with his employees to shorten such employees' meal intervals to not less than 30 minutes daily."

(4) Delete subclause (5).

(5) Renumber subclause "(6)" to read "(5)".

7. CLAUSE 10.—OVERTIME

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

"(1) *Overtime*. — All time worked by employees other than shift workers—

(a) in excess of the ordinary daily hours prescribed in clause 9 (1) (a); or

(b) before 07:30 and after 18:00 from Monday to Friday, except in the case of boiler attendants, watchmen, caretakers, canteen employees or employees engaged in cleaning premises; shall be deemed to be overtime.

(c) *Shift workers*. — All time worked by shift workers in excess of the ordinary daily or weekly hours prescribed in clause 9 (1) (b) shall be deemed to be overtime."

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

"(4) Overtime accrues daily and shall be reckoned as time worked outside of the ordinary working hours as prescribed in clause 9. All overtime of a lesser period than 15 minutes shall be paid for as a quarter of an hour overtime."

(3) Insert the following new subclause (5):

"(5) *Day of rest*. — An employer shall grant to each of his shift workers one full day of rest in any week: Provided that if an employer requires or permits such an employee to work in his day of rest, the hours so worked shall be deemed not to be part of the ordinary hours of work prescribed in clause 9 (1) (b)."

(4) Renumber the existing subclause "(5)" to read "(6)".

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

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

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

(a) in the case of an employee other than a boiler attendant, watchman and caretaker, and casual employee, one and a half times his wage, divided by 42½ for each hour or part of an hour so worked;

(b) in the case of a boiler attendant, one and a half times his wage, divided by 46, for each hour or part of an hour so worked;

(c) in the case of a watchman or caretaker, one and a half times his wage, divided by 60, for each hour or part of an hour so worked;

(d) in die geval van 'n los-werknemer, een en 'n half maal sy daaglikse loon, gedeel deur $8\frac{1}{2}$ vir elke uur of gedeelte van 'n uur aldus gewerk."

(2) In subklousule (2), voeg die volgende nuwe paragraaf in:

"(d) Hierdie subklousule is nie van toepassing of skofwerkers nie."

(3) Voeg die volgende nuwe subklousule (7) in:

"(7) Subklousule (3) is *mutatis mutandis* van toepassing op 'n skofwerker wat op sy rusdag werk."

(4) Hernommer die bestaande subklousule "(7)" om te lui "(8)".

9. KLOUSULE 12.—KORTTYD

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

"(3) 'n Werknemer wat hom op 'n bepaalde dag by die bedryfsnigting aanmeld op las van die werkgewer of sy verteenwoordiger, is daarop geregtig om minstens vier uur op sodanige dag te werk of om vier uur se loon teen sy gewone besoldiging ooreenkomstig klousule 4 (1), gelees met klousule 4 (10), te ontvang."

(2) Voeg die volgende nuwe subklousule (4) in:

"(4) Beraadslaging met die vakvereniging moet plaasvind voordat korttyd ingestel word."

10. KLOUSULE 26.—SIEKEFONDS

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

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

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

deur die uitdrukking—

"Groep 1.—In die geval van 'n werknemer wat 'n loon van minder as R133,00 per week ontvang: R2,20;

Groep 2.—In die geval van 'n werknemer wat 'n loon van R133,00 en meer per week ontvang: R3,20."

11. Voeg die volgende nuwe klousule in:

"30. KRAAMVERLOF

(1) 'n Werkgewer moet, in die geval van 'n vroulike werknemer wat kraamverlof neem en binne ses maande terugkeer om diens te hervat by dieselfde werkgewer, die betrokke kraamverlof ag as 'n opskorting van die werknemer se dienskontrak maar wat nie beskou moet word as 'n onderbreking van haar diens tydperk nie en waarvoor die werknemer nie betaal hoef te word nie: Met dien verstande dat—

(i) Kraamverlof slegs toegestaan moet word aan 'n werknemer wat by dieselfde werkgewer werksaam was vir 'n aaneenlopende tydperk van twee jaar voor die versoek vir kraamverlof;

(ii) die betrokke werknemer haar werkgewer vooraf in kennis moet stel van haar versoek om met kraamverlof te gaan asook van die datum onderling ooreengekom waarop sy na haar werk sal terugkeer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangel N van hierdie Ooreenkoms minstens een maand voor die datum waarop sy met kraamverlof gaan vertrek, in te vul: Voorts met dien verstande dat die vereiste om 'n maand kennis te gee nie van toepassing is in die geval van 'n werknemer wat vroeër moet ophou werk as gevolg van mediese redes nie;

(iii) die betrokke werknemer haar werkgewer minstens vier weke vooraf in kennis moet stel van die datum waarop sy van plan is om na haar werk terug te keer deur 'n kennisgewing in die vorm voorgeskryf in Aanhangel O van hierdie Ooreenkoms, of enige ander skriftelike kennisgewing, in te vul en die vorm of kennisgewing per registreerde pos aan haar werkgewer te stuur of deur die vorm of kennisgewing af te lewer of te laat aflewer aan 'n verantwoordelike beampte van haar werkgewer en 'n skriftelike erkenning van ontvangs daarvoor te verkry;

(iv) 'n werkgewer 'n pos wat tydelik vakant is as gevolg van die afwesigheid van 'n werknemer wat met kraamverlof is, kan vul deur 'n ander persoon in die betrekking aan te stel op 'n vastetermyn-kontrakgrondslag.

('n Vastetermynkontrak wat die voorskrifte bevat soos uiteengesit in Aanhangel P van hierdie Ooreenkoms, moet onderteken word deur die werkgewer en die werknemer wat ingevolge die vastetermynkontrak in diens is. 'n Vastetermynkontrakwerknemer moet besoldig word volgens die skaal voorgeskryf in hierdie Ooreenkoms vir die klas werk wat hy of sy verrig.);

(d) in the case of a casual employee, one and a half times his daily wage, divided by $8\frac{1}{2}$, for each hour or part of an hour so worked."

(2) In subclause (2), insert the following new paragraph:

"(d) The provisions of this subclause shall not apply to shift workers."

(3) Insert the following new subclause (7):

"(7) The provisions of subclause (3) shall *mutatis mutandis* apply to a shift worker who works on his day of rest."

(4) Renumber the existing subclause "(7)" to read "(8)".

9. CLAUSE 12.—SHORT-TIME

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

"(3) An employee who on any day attends at the establishment on the instructions of the employer or his representative shall be entitled to be employed for at least four hours' pay at his ordinary rate of remuneration in terms of clause 4 (1), read with clause 4 (10)."

(2) Insert the following new subclause:

"(4) Consultation with the trade union shall take place prior to the introduction of short-time."

10. CLAUSE 26.—SICK FUND

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

"Group 1.—In the case of an employee earning a wage of less than R133,00 per week: R2,20;

Group 2.—In the case of an employee earning a wage of R133,00 per week and more: R3,20."

for the expression—

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

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

11. Insert the following new clause:

"30. MATERNITY LEAVE

(1) An employer shall, in respect of a female employee who takes maternity leave and who returns to work with the same employer within six months, treat such maternity leave as a suspension of the employee's contract of employment which shall not constitute a break in service, and for which the employee need not be paid: Provided that—

(i) maternity leave shall only be granted to an employee who has worked for the same employer for a continuous period of two years prior to any request for leave;

(ii) such employee shall give her employer advance notice of her request to proceed on maternity leave, and the mutually agreed date of her return to work, by completing a form identical to Annexure N to this Agreement, at least one month before the date of commencement of her maternity leave: Provided further that the requirement to give a month's notice shall not apply if the employee has to stop working earlier than anticipated as a consequence of medical reasons;

(iii) such employee shall notify her employer at least four weeks in advance of her intended date of return to work, by completing a form identical to Annexure O to this Agreement, or by any other written notification, and forwarding such form, or notice, to her employer per registered mail, or by delivering such notice or form to a responsible official of the employer and obtaining a written acknowledgement of receipt therefor;

(iv) an employer may fill a position temporarily vacant as a consequence of the absence of an employee on maternity leave, by employing another person in such position on a fixed-term contract basis.

(A fixed-term contract, containing the provisions set out in Annexure P to this Agreement, shall be signed by the employer and the fixed-term employee. The fixed-term employee shall be remunerated at the rate prescribed in this Agreement for the class in which he or she is employed.);

(v) die dienskontrak van 'n werknemer wat met kraamverlof is en wat versuim om aan die voorskrifte van subklousule (1) (iii) te voldoen, of wat sonder goeie rede versuim om na haar werk terug te keer op die ooreengekome datum, beëindig kan word, en dat dié diensbeëindiging die tydelike aard van die dienskontrak van die persoon wat in haar plek in diens geneem is egter geensins beïnvloed nie.

(2) 'n Werkgewer moet voorts beide sy eie en die werknemer se bydraes tot die Siekefonds en Voorsorgfonds betaal ingevolge die bepalings van die Ooreenkoms vir die Plattelandse Gebiede, gepubliseer by Goewermenskennisgewing No. R. 1375 van 1 Julie 1983; en die Voorsorgfondsooreenkoms, gepubliseer by Goewermenskennisgewing No. R. 678 van 31 Maart 1983, of ingevolge die ooreenstemmende bepalings van alle wysigings van genoemde ooreenkomste of alle ooreenkomste wat genoemde ooreenkomste vervang, terwyl die werknemer met kraamverlof is en totdat—

(a) die werknemer die bepalings van subklousule (1) (iii) verbreek deur te versuim om haar werkgewer in kennis te stel van die voorgenome datum van haar terugkeer na haar werk;

(b) die werknemer versuim om na haar werk terug te keer op die datum waarvan haar werkgewer ingevolge subklousule (i) (iii) verwittig is;

(c) die werknemer na haar werk terugkeer.

(3) By hervatting van diens moet die werknemer wat terugkeer van kraamverlof opgeneem word in 'n identiese of soortgelyke betrekking, maar een wat nie minder gunstig is nie as die een wat sy bekleed het voordat sy kraamverlof geneem het."

12. Voeg die volgende nuwe klousule in:

"31. BEDINGING VAN PROSEDURES BY INDIVIDUELE BEDRIYFSINRIGTINGS

(1) 'n Werkgewer moet, op versoek van die vakvereniging, by sy bedryfsinrigting met die vakvereniging onderhandel oor prosedures met betrekking tot die volgende:

(a) Griewe;

(b) dissipline;

(c) vermindering van personeel;

(d) gesondheids- en veiligheidsaspekte.

(2) Die onderhandelings in subklousule (1) bedoel, moet binne 15 werkdag vanaf die datum van ontvangs van die versoek begin.

(3) In die afwesigheid van onderhandelende prosedures moet hierdie klousule nie die reg van 'n werkgewer benadeel om regverdig op te tree teenoor 'n werknemer met betrekking tot bogenoemde aangeleenthede nie. Hierdie klousule moet ingelyks ook nie die reg van 'n werknemer benadeel om regverdig behandel te word nie."

13. Voeg die volgende nuwe klousule in:

"32. TOEGANG

(1) Vakverenigingsbeampes is daarop geregtig om redelike toegang tot persele te hê. Met dien verstande dat toestemming vooraf verkry moet word van 'n beampte deur die betrokke werkgewer aangewys, en dat dié stemming nie onredelik weerhou mag word nie.

(2) Indien die aangewese beampte vir 'n tydperk van vier uur of langer van die bedryfsinrigting afwesig is, moet die mees senior beskikbare beampte van die werkgewer beskou word as die aangewese beampte vanaf die begin van die tydperk van vier uur.

(3) Toegang is onderworpe aan alle bestaande skriftelike toegangs-ooreenkomste onderteken deur beide die vakvereniging en die individuele betrokke werkgewer."

14. Voeg die volgende nuwe klousule in:

"33. WERKWINKELVERTEENWOORDIGERS

(1) 'n Werkgewer moet die reg van die vakvereniging eerbiedig om werkwinkelverteenvoordigers by sy bedryfsinrigting deur die lede van die vakvereniging in sy diens te laat verkies.

(2) Op versoek van die vakvereniging of die betrokke werkgewer moet 'n werkwinkelverteenvoordiger-erkenningsooreenkoms beding word tussen die vakvereniging en die werkgewer. Bedinging moet binne 15 werkdag vanaf die datum van ontvangs van die versoek begin.

(v) the contract of employment of an employee on maternity leave, who fails to comply with the provisions of subclause (1) (iii) or to return to work on the intended date without good cause, may be terminated. Such termination will, however, not in any way change the temporary nature of the contract of employment of any person who may have been employed to fill her position.

(2) An employer shall continue to pay all Sick Fund contributions as provided for in the Country Areas Agreement of the Council as published under Government Notice No. R. 1375 of 1 July 1983 and Provident Fund contributions as provided for in terms of the Provident Fund Agreement as published under Government Notice No. R. 678 of 31 March 1983, or the corresponding provisions of any amendments to such agreements or any agreements superseding those agreements, in respect of himself and of any employee on maternity leave while such employee is on such leave until—

(a) the employee breaches the provisions of subclause (1) (iii) by failing to notify her employer of her intended date of return to work;

(b) the employee fails to return to work on the date as notified to the employer in terms of subclause (i) (iii);

(c) the employee returns to work.

(3) On return to work, the employee shall resume working in a position identical, or similar but not less favourable, to the one which she held prior to taking maternity leave."

12. Insert the following new clause:

"31. NEGOTIATION OF PROCEDURES AT INDIVIDUAL ESTABLISHMENTS

(1) An employer shall, at the request of the trade union, negotiate with the trade union at his establishment on procedures relating to—

(a) grievances;

(b) discipline;

(c) retrenchment;

(d) health and safety.

(2) The negotiations referred to in subclause (1) shall commence within 15 working days of the date of receipt of any such request.

(3) This clause shall not detract from the right of individual employers to act in a fair manner relating to the above matters, in the absence of negotiated procedures. This clause equally shall not detract from the right of employees to be treated in a fair manner."

13. Insert the following new clause:

"32. ACCESS

(1) Trade union officials shall be entitled to be granted reasonable access to establishments: Provided that prior permission, which shall not be unreasonably withheld, is obtained from an official designated by the employer concerned.

(2) If the designated official should be absent from the establishment for a period of four hours or longer the most senior official of the employer who may be present shall be deemed to be the designated official as from the beginning of the four-hour period.

(3) Access shall be subject to any existing written access agreements signed by both the trade union and the individual employer concerned."

14. Insert the following new clause:

"33. SHOP STEWARDS

(1) An employer shall recognise the right of the trade union to have shop stewards elected by its members at his establishment.

(2) A shop steward recognition agreement at an establishment shall, on request by the trade union or the employer, be negotiated between the trade union and the employer. Negotiations shall commence within 15 working days of the date of receipt of such request.

(3) Werkwinkelverteenwoordigers wat deur 'n werkgewer erken word, is geregtig op drie dae betaalde verlof per jaar met die doel om opleidingskursusse vir werkwinkelverteenwoordigers by te woon waar genoemde bywoning binne normale werkure val. Met dien verstande dat 'n sinopsis van die opleidingskursusse by die werkgeversorganisasies ingedien is."

Namens die partye op hede die 21ste dag van Maart 1989 te Sout-rivier onderteken.

N. WATERS,
Voorsitter van die Raad.

W. F. ALEXANDER,
Ondervoorsitter van die Raad.

J. N. VAUGHAN,
Sekretaris van die Raad.

(3) Shop stewards recognised by an employer shall be entitled to three days paid leave per annum to attend shop steward training courses where such attendance falls within normal working hours: Provided that an outline of such training courses has been lodged with the employer organisations."

Signed at Salt River, on behalf of the parties, this 21st day of March 1989.

N. WATERS,
Chairman of the Council.

W. F. ALEXANDER,
Vice-Chairman of the Council.

J. N. VAUGHAN,
Secretary of the Council.

AANHANGSEL C

WERKGEWERSKODE:

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☐ (Slegs vir Nywerheidsraad se gebruik)

NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID (KAAP)

WEEKLIKSE OPGAWE VAN INDIENSNEMINGS, DIENSBEËINDIGINGS, AFWESIGHEID VAN WERKNEMERS EN OORPLASING IN BEROEP

Die Sekretaris
Nywerheidsraad vir die Klerasiennywerheid (Kaa)
Posbus 142
7925 Soutrivier

Werkgever.....
(Naam van besigheid)

Week geëindig

[illegible][illegible]

DEEL 3—VASTETERMYN-KONTRAKWERKNEMERS

Diensverslagkaart No.	Familienaam (in drukskrif)	Voorname (voluit)	Nooiensvan of vorige van	Adres	Datum van indiensneming			Datum van diensbeëindiging			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

DEEL 4—KRAAMVERLOF

Diensverslagkaart No.	Familienaam (in drukskrif)	Voorname (voluit)	Nooiensvan of vorige van	Adres	Datum na werk teruggekeer			Laaste datum van werk			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

DEEL 5—WERKNEMERS WAT VIER OF LANGER AS VIER AGTEREENVOLGENDE BETAALWEKE AFWESIG WAS (UITGESONDERD WERKNEMERS MET KRAAMVERLOF)

Diensverslagkaart No.	Familienaam (in drukskrif)	Voorname (voluit)	Nooiensvan of vorige van	Adres	Datum na werk teruggekeer			Laaste datum van werk			Loon/Salaris		Beroep	Kode (Slegs vir Nywerheidsraad se gebruik)
					Dag	Maand	Jaar	Dag	Maand	Jaar	R	c		

LET WEL: Werkgewers moet by indiënsneming in besit van werknemers se diensverslagkaarte wees. In die geval van nuwe werknemers moet aansoek om diensverslagkaarte aangeheg word. Indien daar geen indiënsnemings, diensbeëindigings, oorsplasing in beroep of afwesigheid van werknemers was nie, moet 'n "NUL"-opgawe voorgelê word. Moet nie oor oorskadu-kolomme skryf nie.

Ek sertifiseer hierby dat alle inligting wat op hierdie dokument voorkom, korrek is.

.....
Handtekening van werkgewer of gemagtigde agent

.....
Datum

EMPLOYER CODE:

--	--	--	--

 (For Industrial Council use only)

WEEKLY RETURN OF ENGAGEMENTS, TERMINATIONS, ABSENCES FROM WORK AND TRANSFERS IN OCCUPATION

Employer.....
(Name of business)

Week ended

[illegible][illegible]

[illegible][illegible][illegible]

Date _____

DIE PARTYE KOM OOREEN DAT:

1. Die werkgever die vastetermynwerknemer as 'n
(vul klas van beroep in)
teen 'n loon van R..... per week in diens sal neem om die
vakature te vul wat veroorsaak is deur.....
(vul in naam van werknemer wat kraamverlof neem)
diensverslagkaartnommer....., se kraamverlof.
Hierdie Ooreenkoms is bindend vir die tydperk van
(vul datum in)
tot
(vul datum in)
2. Die werkgever die reg het om hierdie Ooreenkoms voor die
datum soos in paragraaf 1 hierbo vermeld, te beëindig indien
.....
(vul in naam van werknemer wat kraamverlof neem)
die werkgever verwittig dat sy voornemens is om voor die
datum soos in paragraaf 1 hierbo vermeld, na haar werk terug
te keer: Met dien verstande dat die werkgever die vastetermynwerknemer minstens vier weke kennis moet gee van die
beoogde datum van vervroegde diensbeëindiging.
Gedateer te hierdie dag van 19.....

.....
Handtekening van werkgever of gemagtigde beampte

.....
Handtekening van vastetermynwerknemer

As getuies:

1.
2.

Let wel: Die normale Aanhangsel C—Weeklikse opgawe van
Indiensnemings, Diensbeëindiging, Afwesigheid van Werknemers en
Oorplasinge in Beroep—tesame met Aanhangsel B—Aansoek om
Werknemer se Diensverslagkaart en Voorsorgfonds—Benoeming
van Bevoordeelde, moet hierdie dokument aan die Nywerheidsraad
vergesel.

No. R. 2329

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

**PLAASLIKE BESTUURSONDERNEMING.—
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 Goewermentskennisgewings Nos. R. 679 van 31 Maart 1983, R. 2067 van 26 September 1986 en R. 1840 van 9 September 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2330

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

**PLAASLIKE BESTUURSONDERNEMING.—
HERNUWING VAN BEHUISINGSOOREENKOMS**

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verklaar hierby, kragtens artikel

THE PARTIES AGREE THAT:

1. The employer will employ the fixed-term employee as a
(insert job category)
at a wage of R..... per week in order to fill the vacancy
created by
(insert name of employee taking maternity leave)
S.R.C. No., taking maternity leave.
This Agreement will be in force and effect from the period
from
(insert date)
to
(insert date) (insert date)
2. The employer has the right to terminate this Agreement prior
to the date stipulated in paragraph 1 above in the event of
.....
(insert name of employee taking maternity leave)
notifying the employer that she wishes to return to work prior
to the date set out in paragraph 1: Provided that the employer
shall give the fixed-term employee at least four weeks' notice
of the intended date of earlier termination.
Dated at this day of 19.....

.....
Signature of official designated official designated by employer

.....
Signature of fixed-term employee

As witnesses:

1.
2.

Note: The usual Annexure C—Weekly Return of Engagements, Terminations, Absences from Work and Transfers in Occupation—together with an Annexure B—Application for Employee's Service Record Card and Provident Fund Nomination of Beneficiary form—should accompany this document to the Industrial Council.

No. R. 2329

27 October 1989

LABOUR RELATIONS ACT, 1956

**LOCAL GOVERNMENT UNDERTAKING.—
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. 679 of 31 March 1983, R. 2067 of 26 September 1986 and R. 1840 of 9 September 1988, to be effective from the date of publication of this notice and for the period ending 31 March 1990.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2330

27 October 1989

LABOUR RELATIONS ACT, 1956

**LOCAL GOVERNMENT UNDERTAKING.—
RENEWAL OF HOUSING 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

48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermenskennisgewing No. R. 555 van 25 Maart 1988, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1990 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2331

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BIOSKOOP- EN SKOUBURGBEDRYF.—HER-
NUWING 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 Goewermenskennisgewings Nos. R. 546 van 18 Maart 1983, R. 598 van 30 Maart 1984, R. 591 van 22 Maart 1985, R. 1745 van 22 Augustus 1986 en R. 137 van 29 Januarie 1988, van krag is met ingang van 1 November 1989 en vir die tydperk wat op 31 Maart 1990 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2332

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

SEILDOEK- EN TOUWERKNYWERHEID
(KAAP).—HERNUWING VAN VOORSORG-
FONDSOOREENKOMS

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 Goewermenskennisgewings Nos. R. 1153 van 4 Julie 1969 en R. 235 van 4 Februarie 1983, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 20 Oktober 1990 eindig.

D. VANDER WALT,
Direkteur: Arbeidsverhoudinge.

No. R. 2333

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PORT NATAL.—VER-
LENGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermenskennisgewings Nos. R. 1624 van 31 Julie 1987, R. 2447 van 30 Oktober 1987, R. 849 van 29 April 1988, R. 2215 en R. 2216 van 28 Oktober 1988 en R. 842 van 28 April 1989, met 'n verdere tydperk wat op 28 Oktober 1990 eindig.

E. VANDER M. LOUW,
Minister van Mannekrag.

Relations Act, 1956, declare the provisions of Government Notice No. R. 555 of 25 March 1988, to be effective from the date of publication of this notice and for the period ending 31 March 1990.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2331

27 October 1989

LABOUR RELATIONS ACT, 1956

CINEMATOGRAPH AND THEATRE INDUS-
TRY.—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. 546 of 18 March 1983, R. 598 of 30 March 1984, R. 591 of 22 March 1985, R. 1745 of 22 August 1986 and R. 137 of 29 January 1988, to be effective from 1 November 1989 and for the period ending 31 March 1990.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2332

27 October 1989

LABOUR RELATIONS ACT, 1956

CANVAS AND ROPE WORKING INDUSTRY
(CAPE).—RENEWAL OF PROVIDENT FUND
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. 1153 of 4 July 1969 and R. 235 of 4 February 1983, to be effective from the date of publication of this notice and for the period ending 20 October 1990.

D. VANDER WALT,
Director: Labour Relations.

No. R. 2333

27 October 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL.—
EXTENSION OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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. 1624 of 31 July 1987, R. 2447 of 30 October 1987, R. 849 of 29 April 1988, R. 2215 and R. 2216 of 28 October 1988 and R. 842 of 28 April 1989, by a further period ending 28 October 1990.

E. VANDER M. LOUW,
Minister of Manpower.

No. R. 2334

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PORT NATAL. — WYSIGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, 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 30 Oktober 1989 en vir die tydperk wat op 28 Oktober 1990 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakverenigings 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), 33 [vir sover dit klousule 51 (1) (b) van die Hofooreenkoms wysig] en 40 (2) (vir sover klousule 3 van Aanhangel A Betrekking het op die spesiale lidmaatskap heffing), met ingang van 30 Oktober 1989 en vir die tydperk wat op 28 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 Wysigingsooreenkoms gespesifiseer.

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

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
PORT NATAL

OOREENKOMS

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

Natal Master Builders' and Allied Industries Association

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Natal,

om die Ooreenkoms gepubliseer by Goewermetskennisgewing No. R. 1624 van 31 Julie 1987, hierna die Hofooreenkoms genoem, soos gewysig en verleng deur Goewermetskennisgewings Nos. R. 2447 van 30 Oktober 1987, R. 849 van 29 April 1988, R. 2215 en R. 2216 van 28 Oktober 1988 en R. 842 van 28 April 1989, te wysig.

1. TOEPASSINGSBESTEK

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

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

(b) in die Landdrostdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermetskennisgewing No. 1401 van 16 Augustus 1968 binne die landdrostdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda.

No. R. 2334

27 October 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL. —
AMENDMENT OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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 30 October 1989 and for the period ending 28 October 1990, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 33 [in so far as it amends clause 51 (1) (b) of the Main Agreement] and 40 (2) (in so far as clause 3 of Annexure A relates to the special membership levy), shall be binding, with effect from 30 October 1989 and for the period ending 28 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 Amending Agreement.

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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
PORT NATAL

AGREEMENT

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

Natal Master Builders' and Allied Industries Association

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

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

to amend the Agreement published under Government Notice No. R. 1624 of 31 July 1987, hereinafter referred to as the Main Agreement, as amended and extended by Government Notices Nos. R. 2447 of 30 October 1987, R. 849 of 29 April 1988, R. 2215 and R. 2216 of 28 October 1988 and R. 842 of 28 April 1989.

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial District of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda.

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

(a) van van toepassing op alle klasse werknemers, uitgesonderd die volgende:

(i) Klerklike of administratiewe personeel;

(ii) voormanne en algemene voormanne wat toesighoudende personeel is, soos in klousule 4 van die Hoofdooreenkoms omskryf;

(iii) universiteit- en teknikstudente, konstruksietoeseighouders, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

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

(c) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel, soos in klousule 4 van die Hoofdooreenkoms omskryf, is nie;

(d) op werkende werkgewers van toepassing.

2. INDELING VAN OOREENKOMS

In die Indeling van die Ooreenkoms—

(1) vervang item 7 deur die volgende:

“7. Agente en aangewese agente: 10”;

(2) vervang item 17 deur die volgende:

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

(3) skrap item 28;

(4) skrap item 58.

3. KLOUSULE 1 VAN DEEL I.—TOEPASSINGSBESTEK

Vervang subklousule (2) deur die volgende:

“(2) Ondanks subklousule (1) (a), is Deel I van hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

(i) Klerklike of administratiewe personeel;

(ii) voormanne en algemene voormanne wat toesighoudende personeel is soos in klousule 4 omskryf;

(iii) universiteit- en teknikstudente, konstruksietoeseighouders, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

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

(c) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel, soos in klousule 4 omskryf, is nie;

(d) op werkende werkgewers van toepassing;

(e) behoudens klousule 51 van Deel II van die Ooreenkoms nie van toepassing op werkgewers en werknemers wat aan Deel II van die Ooreenkoms onderworpe is nie;

(f) van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 55 van Deel II van die Ooreenkoms voorgeskryf by die Raad geregistreer is nie.”

4. KLOUSULE 4 VAN DEEL I.—WOORDOMSKRYWING

(1) Vervang al die woorde voor die omskrywing “Wet” deur die volgende:

“Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan en alle regulasies daarkragtens uitgevaardig bedoel; enige ander woorde en/of uitdrukkings wat in hierdie Ooreenkoms gebruik word het hul gewone woordeboek-betekenis tensy vakgebruik of -gewoonte 'n ander betekenis vasgelê het, voorts, tensy onbestaanbaar met die sinsverband, beteken—”

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

(a) apply to all classes of employees other than the following:

(i) Clerical or administrative employees;

(ii) foremen and general foremen who are supervisory staff as defined in clause 4 of the Main Agreement;

(iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

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

(d) apply to working employers.

2. ARRANGEMENT OF AGREEMENT

In the Arrangement of the Agreement—

(1) substitute the following for item 7:

“7. Agents and designated agents: 10”;

(2) substitute the following for item 17:

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

(3) delete item 28;

(4) delete item 58.

3. CLAUSE 1 OF PART I.—SCOPE OF APPLICATION

Substitute the following for subclause (2):

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

(a) apply to all classes of employees other than the following:

(i) Clerical or administrative employees;

(ii) foremen and general foremen who are supervisory staff as defined in clause 4;

(iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen and general foremen who are not supervisory staff as defined in clause 4;

(d) apply to working employers;

(e) subject to provisions of clause 51 of Part II of the Agreement, not apply to employers and employees who are subject to the provisions of Part II of the Agreement;

(f) apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 55 of Part II of the Agreement.”

4. CLAUSE 4 OF PART I.—DEFINITIONS

(1) Substitute the following for all the words preceding the definition “Act”:

“Any term used in this Agreement which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and any reference to an Act shall include any amendment thereof and any regulations made thereunder; any other words and/or expressions used in this Agreement shall have their normal dictionary meaning except where trade usage or custom has established a different meaning; further, unless inconsistent with the context—”

(2) In die omskrywings "aluminium deur/-vensterinstalleerder", "aanwender", "bloklêer", "grofskilderverwer", "matlêer", "plafon- en afkortingswerker", "kasinstalleerder", "deurhanger", "veerkragtigvloerlêer en muurbedekker", "dakwerker", "bekistingwerker", "geskoolde steieroprigter", "spuitverwer", "ambagsgesel klas 4" en "waterdigter", vervang die uitdrukking "klousule 13 (3)" deur die uitdrukking "klousule 13 (1)".

(3) In die omskrywing "vakman", vervang die uitdrukking "klousule 13 (7)" deur die uitdrukking "klousule 13 (5)".

(4) Skrap die omskrywings "erkende leerling", "Durbanse gebied", "noodwerk", "Vorige Ooreenkoms", "slegs-arbeid-kontrak", "slegs-arbeid-kontraakteur" en "leerling".

(5) Voeg die volgende nuwe omskrywing in na die omskrywing "Kasinstalleerder":

" 'aangewese agent' 'n aangewese agent van die Raad wat aangestel is kragtens artikel 62 (1) van die Wet;"

(6) Voeg die volgende nuwe omskrywings in na die omskrywing "drywer":

" 'werknemer' 'n persoon wat in diens is by of werk verrig vir 'n werkgewer en beloning ontvang of geregtig is om dit te ontvang, en, behoudens artikel 1 (3) van die Wet, enige ander persoon hoegenaamd wat op enige wyse help om die besigheid van 'n werkgewer voort te sit of te drywe; en het 'in diens' en 'diens' ooreenstemmende betekenisse;

'werkgewer' enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend om hom te beloon, of wat, behoudens artikel 1 (3) van die Wet, enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe en ook iemand wat as 'n prinsipaal-kontraakteur, 'n hoofkontraakteur, 'n sub-kontraakteur, 'n slegs-arbeid-kontraakteur, 'n arbeidsmakelaar of 'n werkende werkgewer in die Bounywerheid werkend is; en het 'in diens hê', 'in diens neem' en 'diens' ooreenstemmende betekenisse;"

(7) In die omskrywing "algemene werker", voeg die volgende nuwe paragraaf (c) in:

"(c) persele patroleer en eiendom bewaak;"

(8) Vervang die omskrywing "uurloon" deur die volgende:

" 'uurloon' of 'uurloonskaal'—

(a) ten opsigte van algemene werkers, toerustingbedieners en drywers in diens kragtens Deel I van die Ooreenkoms, die werknemer se uurloon beding ooreenkomstig klousule 29 (3) van Deel I van die Ooreenkoms;

(b) ten opsigte van algemene werkers en vervaardigingswerkers in diens kragtens Deel II van die Ooreenkoms, die werknemer se uurloon beding ooreenkomstig klousule 57 (3) van Deel II van die Ooreenkoms;

(c) ten opsigte van werknemers, uitgesonderd algemene werkers, vervaardigingswerkers, toerustingbedieners, drywers, kwekelinge en voormanne en algemene voormanne op wie klousule 34 (1) van toepassing is, die werknemer se uurloon voorgeskryf in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms, maar omvat dit nie die addisionele bedrag voorgeskryf in klousule 29 (2) van Deel I van die Ooreenkoms en klousule 57 (2) van Deel II van die Ooreenkoms, indien van toepassing, nie: Met dien verstande dat waar 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf, dit sodanige hoër betekenisse;"

(9) Voeg die volgende nuwe omskrywing in na die omskrywing "toerustingbediener":

" 'Port Natsale gebied' of 'Port Natal' die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1401 van 16 Augustus 1968 in die landdrosdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda;"

(10) Vervang die omskrywing "geskoolde werknemer" deur die volgende:

" 'geskoolde werknemer' iemand wat geskoolde werk, soos in hierdie klousule omskryf, verrig;"

(2) In the definitions "aluminium door/window fixer", "applicator", "block layer", "brushhand painter", "carpet layer", "ceiling and partition worker", "cupboard fixer", "door hanger", "resilient floor layer and wall coverer", "roofer", "shutterhand", "skilled scaffolder", "spray painter", "tradesman, Class 4," and "waterproofers", substitute the expression "clause 13 (1)" for the expression "clause 13 (3)".

(3) In the definition "craftsman", substitute the expression "clause 13 (4)" for the expression "clause 13 (7)".

(4) Delete the definitions "deemed learner", "Durban area", "emergency work", "Former Agreement", "labour-only contract", "labour-only contractor" and "learner".

(5) Insert the following new definition after the definition "cupboard fixer":

" 'designated agent' means a designated agent of the Council appointed under section 62 (1) of the Act;"

(6) Insert the following new definitions after the definition "driver":

" 'employee' means any person who is employed by or working for any employer and receiving or is entitled to receive any remuneration and, subject to section 1 (3) of the Act, any other person whosoever who in any manner assists in the carrying on or conducting of the business of an employer; and 'employed' and 'employment' have corresponding meanings;

'employer' means any person whosoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who, subject to section 1 (3) of the Act, permits any person whosoever in any manner to assist him in the carrying on or conducting of his business, and shall include any person who is operating in the Building Industry as a principal contractor, a main contractor, a sub-contractor, a labour-only contractor a labour broker or a working employer; and 'employ' and 'employment' have corresponding meanings;"

(7) In the definition "general worker", insert the following new paragraph (c):

"(c) patrolling premises and guarding property;"

(8) Substitute the following for the definition "hourly wage":

" 'hourly wage' or 'hourly wage rate' means—

(a) in respect of general workers, plant operators and drivers employed under Part I of the Agreement, the employee's hourly wage rate negotiated in accordance with the provisions of clause 29 (3) of Part I of the Agreement;

(b) in respect of general workers and manufacturing workers employed under Part II of the Agreement, the employee's hourly wage rate negotiated in accordance with the provisions of clause 57 (3) of Part II of the Agreement;

(c) in respect of employees other than general workers, manufacturing workers, plant operators, drivers, trainees and foremen and general foremen to whom the provisions of clause 34 (1) are applicable, the employee's hourly wage prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, and shall exclude the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable: Provided that where an employer regularly pays an employee an amount higher than that prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, it means such higher amount;"

(9) Insert the following new definition after the definition "plant operator":

" 'Port Natal area' or 'Port Natal' means the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice No. 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda;"

(10) Substitute the following for the definition "skilled employee":

" 'skilled employee' means any person who is engaged on skilled work as defined in this clause;"

(11) In die omskrywing "toesighoudende personeel", vervang die uitdrukking "klousule 29 (1) (g)" deur die uitdrukking "klousule 29 (1) (c)".

(12) In die omskrywing "ambagsgesel klas 1", vervang die uitdrukking "klousule 13 (6)" deur die uitdrukking "klousule 13 (4)".

(13) In die omskrywing "ambagsgesel klas 2", vervang die uitdrukking "klousule 13 (5)" deur die uitdrukking "klousule 13 (3)".

(14) In die omskrywing "ambagsgesel klas 3", vervang die uitdrukking "klousule 13 (4)" deur die uitdrukking "klousule 13 (2)".

(15) In die omskrywing "kwekeling-ambagsgesel", vervang die uitdrukking "klousule 12 (3)" deur die uitdrukking "klousule 12 (1)".

(16) Vervang die omskrywing "loon" deur die volgende:

" 'loon' of 'loonskaal' die uurloon soos in hierdie klousule omskryf;".

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

" 'werkdag' 'n dag uitgesonderd Saterdag, Sondag, die openbare vakansiedae wat in klousule 27 (3) (c) voorgeskryf word en dae wat binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word, ten opsigte waarvan die gewone werkure soos in klousule 23 voorgeskryf van toepassing is;".

(18) In die omskrywing "werkende werkgewer", vervang die uitdrukking "klousule 13 (8)" deur die uitdrukking "klousule 13 (6)".

5. KLOUSULE 6 VAN DEEL I. — VRYSTELLINGS

Vervang subklousule (1) deur die volgende:

"(1) Behoudens artikel 51 (3) van die Wet kan die Raad vrystelling van enigen van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen."

6. KLOUSULE 7 VAN DEEL I. — AGENTE

(1) Vervang die opskrif van klousule 7 deur die volgende:

"7. AGENTE EN AANGEWSE AGENTE"

(2) Voeg die volgende nuwe subklousules (5) en (6) in:

"(5) Die Raad kan die Minister versoek om 'n agent as 'n aangewese agent kragtens artikel 62 (1) aan te stel.

(6) Elke werkgewer en werknemer moet 'n aangewese agent toelaat om die bevoegdhede uit te oefen wat by artikel 62 (4), gelees met artikel 61, van die Wet aan hom verleen word."

7. KLOUSULE 8 VAN DEEL I. — ONGELDIGE KONTRAKTE EN VERBOD OM AFSTANDDOENING VAN BEPALINGS VAN OOREENKOMS

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

"(1) Geen werkgewer of geskoolde werknemer mag 'n ooreenkoms of dienskontrak aangaan nie, hetsy uitdruklik of stilswyend, wat toelaat dat aan dié geskoolde werknemer minder besoldiging betaal word as wat in hierdie Ooreenkoms voorgeskryf word, of dat hy op minder gunstige wyse behandel word 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 geskoolde 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."

8. KLOUSULE 12 VAN DEEL I. — REGISTRASIE VAN KWEKELING-AMBAGSGESELLE

(1) Skrap subklousules (1) en (2) en hernommer subklousules (3) en (4) om te lui subklousules "(1)" en "(2)".

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

"(2) (a) 'n Werkgewer mag niemand, behalwe 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (b), (c) of (d) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as kwekeling-ambagsgesel wat ingevolge klousule (1) (f) aan hom uitgereik is.

(b) Niemand behalwe 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (b), (c) of (d) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as kwekeling-ambagsgesel wat ingevolge subklousule (1) (f) aan hom uitgereik is."

(11) In the definition "supervisory staff", substitute the expression "clause 29 (1) (c)" for the expression "clause 29 (1) (g)".

(12) In the definition "tradesman, Class 1," substitute the expression "clause 13 (4)" for the expression "clause 13 (6)".

(13) In the definition "tradesman, Class 2," substitute the expression "clause 13 (3)" for the expression "clause 13 (5)".

(14) In the definition "tradesman, Class 3," substitute the expression "clause 13 (2)" for the expression "clause 13 (4)".

(15) In the definition "trainee tradesman", substitute the expression "clause 12 (1)" for the expression "clause 12 (3)".

(16) Substitute the following for the definition "wage":

" 'wage' or 'wage rate' means the hourly wage as defined in this clause;".

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

" 'working day' means any day, other than Saturday, Sunday, the public holidays prescribed in clause 27 (3) (c) and days falling within the holiday period prescribed in clause 27 (3) (b), in respect of which the ordinary hours of work laid down in clause 23 apply;".

(18) In the definition "working employer", substitute the expression "clause 13 (6)" for the expression "clause 13 (8)".

5. CLAUSE 6 OF PART I. — EXEMPTIONS

Substitute the following for subclause (1):

"(1) Subject to the provisions of section 51 (3) of the Act, the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement."

6. CLAUSE 7 OF PART I. — AGENTS

(1) Substitute the following for the heading to clause 7:

"7. AGENTS AND DESIGNATED AGENTS"

(2) Insert the following new subclauses (5) and (6):

"(5) The Council may request the Minister to appoint an agent as a designated agent in terms of the provisions of section 62 (1) of the Act.

(6) Every employer and employee shall permit a designated agent to exercise the powers conferred upon him in terms of section 62 (4), read with section 61, of the Act."

7. CLAUSE 8 OF PART I. — INVALID CONTRACTS AND PROHIBITION OF WAIVING PROVISIONS OF AGREEMENT

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

"(1) No employer or skilled employee may enter into any agreement or service contract, express or implied, to permit of the payment to that skilled employee of remuneration less than that prescribed in this Agreement, or of the application to that skilled 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 skilled 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."

8. CLAUSE 12 OF PART I. — REGISTRATION OF TRAINEE TRADESMEN

(1) Delete subclauses (1) and (2) and renumber subclauses (3) and (4) to read subclauses "(1)" and "(2)".

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

"(2) (a) No employer shall employ any person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (b), (c) or (d), to perform skilled work unless such person is in possession of a certificate of registration as a trainee tradesman issued to him in terms of subclause (1) (f).

(b) No person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (b), (c) or (d), shall perform skilled work unless such person is in possession of a certificate of registration as a trainee tradesman issued to him in terms of subclause (1) (f)."

9. KLOUSULE 13 VAN DEEL I.—REGISTRASIE VAN AMBAGSGESELLE, VAKMANNE EN WERKENDE WERKGEWERS

Vervang klousule 13 deur die volgende:

"13. REGISTRASIE VAN AMBAGSGESELLE, VAKMANNE EN WERKENDE WERKGEWERS

(1) *Registrasie van ambagsgeselle klas 4.*—(a) Iemand, uitgesonderd 'n persoon in subklousules (2) tot en met (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, en wie se spesifieke en uitsluitlike funksie dit is om—

(i) werk te verrig wat gedoen kan word deur aanwenders, blokkeërs, matleërs, plafon- en afskortingswerkers, veerkragtige vloerleërs en muurbedekkers, dakwerkers, geskoolde steieroprigters en water digters, soos in klousule 4 omskryf; of

(ii) die spesifieke take te verrig van 'n aluminiumdeur-/vensterinstalleerder, grofskilderverwer, kasinstalleerder, deurehanger, bekistingwerker of spuitverwer, soos in klousule 4 omskryf, of ander spesifieke take wat van tyd tot tyd deur die Raad bepaal word;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 4 en moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 4 uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a).

(2) *Registrasie van ambagsgeselle klas 3.*—(a) Iemand, uitgesonderd 'n persoon in klousules (1) en (3) tot en met (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

(i) of 33 persent of meer maar minder as 66 persent van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;

(ii) of wat werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidsspeil bereik het wat gelyk is aan dié in subparagraaf (i) voorgeskryf;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 3 en moet sodanige dokumentêre bewys aan die Raad voorlê of 'n sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15 moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 3 uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a).

(3) *Registrasie van ambagsgeselle klas 2.*—(a) Iemand, uitgesonderd 'n persoon in subklousules (1), (2), (4) en (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

(i) of 66 persent of meer van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het maar wat nie kwalifiseer vir registrasie as 'n ambagsgesel klas 1 ooreenkomstig subklousule (4) nie;

(ii) of wat werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidsspeil bereik het wat gelyk is aan dié in subparagraaf (i) voorgeskryf;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 2 en sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

9. CLAUSE 13 OF PART I.—REGISTRATION OF TRADESMEN, CRAFTSMEN AND WORKING EMPLOYERS

Substitute the following for clause 13:

"13. REGISTRATION OF TRADESMEN, CRAFTSMEN AND WORKING EMPLOYERS

(1) *Registration of tradesmen, Class 4.*—(a) Any person, other than a person referred to in subclauses (2) to (5) inclusive or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who, as his specific and exclusive function—

(i) carries out work which may be performed by applicators, block layers, carpet layers, ceiling and partition workers, resilient floor layers and wall coverers, roofers, skilled scaffolders and waterproofers, as defined in clause 4; or

(ii) carries out the specified tasks of an aluminium door/window fixer, a brushhand painter, a cupboard fixer, a door hanger, a shutterhand or a spray painter, as defined in clause 4, or any other specified tasks which may be determined by the Council from time to time;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 4, to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 4, to a person who complies with the provisions of paragraph (a).

(2) *Registration of tradesmen, Class 3.*—(a) Any person, other than a person referred to in subclauses (1) and (3) to (5) inclusive or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who performs skilled work in the Industry and who has either—

(i) completed 33 per cent or more but less than 66 per cent of the modules in any competence based modular training scheme which may be recognised by the Council from time to time; or

(ii) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 3, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 3, to a person who complies with the provisions of paragraph (a).

(3) *Registration of tradesmen, Class 2.*—(a) Any person, other than a person referred to in subclauses (1), (2), (4) and (5) or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d) who performs skilled work in the Industry and who has either—

(i) completed 66 per cent or more of the modules in any competence based modular training scheme which may be recognised by the Council from time to time but does not qualify for registration as a tradesman, Class 1, in accordance with the provisions of subclause (4); or

(ii) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 2, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Behoudens klousule 15 moet die Raad 'n registrasiesertifikaat as ambagsesel klas 2 uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a).

(4) *Registrasie van ambagseselle klas 1.*—(a) Iemand, uitgesonderd 'n persoon in subklousules (1), (2), (3) en (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskrif word, wat geskoolde werk in die Nywerheid verrig en wat—

(i) of 'n vakleerlingkontrak deur verloop van tyd kragtens die Wet op Mannekrasopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;

(ii) of 'n opleidingstydperk deur verloop van tyd kragtens die Wet op Mannekrasopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;

(iii) of—

(aa) 'n bekwaamheidspeil bereik het wat daaraan gelyk is dat hy 66 persent of meer van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;

(ab) en minstens vier agtereenvolgende jare werksaam was in die Bounywerheid, hetsy in die Port Natalse gebied of elders, in enige van die ambagte aangewys ingevolge die Wet op Mannekrasopleiding, 1981, en wat minstens 80 persent van dié tydperk deur middel van die seëlstelsel tot die Vakansiefonds vir die Bounywerheid bygedra het;

(iv) of werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidspeil bereik het wat gelyk is aan dié in subparagraaf (i), (ii) of (iii) voorgeskrif;

moet die Raad, in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsesel klas 1 en moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15 moet die Raad 'n registrasiesertifikaat as ambagsesel klas 1 uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a).

(5) *Registrasie van vakmanne.*—(a) Iemand, uitgesonderd 'n persoon in subklousules (1) tot en met (4) bedoel of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskrif word, wat geskoolde werk in die Nywerheid verrig en aan wie 'n Nasionale Tegniese Sertifikaat, Deel II (N2), of 'n hoër sertifikaat uitgereik is en wat—

(i) of 'n vakleerlingkontrak kragtens die Wet op Mannekrasopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het;

(ii) of 'n opleidingstydperk kragtens die Wet op Mannekrasopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het;

(iii) of in besit is van 'n bevoegdheidsertifikaat wat kragtens artikel 27 (1) van die Wet op Mannekrasopleiding, 1981, uitgereik is of geag word uitgereik te gewees het of 'n sertifikaat met die strekking dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van genoemde Wet;

(iv) of 100 persent van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman en moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as vakman uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a).

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 2, to a person who complies with the provisions of paragraph (a).

(4) *Registration of tradesmen, Class 1.*—(a) Any person, other than a person referred to in subclauses (1), (2), (3) and (5) or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d) who performs skilled work in the Industry and who has either—

(i) completed or been deemed to have 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

(ii) completed or been deemed to have 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; or

(iii) (aa) achieved a level of ability equivalent to having completed 66 per cent or more of the modules in any competence based modular training scheme which may be recognised by the Council from time to time; and

(ab) been employed in the Building Industry, either in the Port Natal area or elsewhere, in any one of the trades designated under the Manpower Training Act, 1981, for at least four consecutive years, having for not less than 80 per cent of the period contributed, through the medium of the stamp system, to the Holiday Fund for the Building Industry; or

(iv) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i), (ii) or (iii);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 1, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 1, to a person who complies with the provisions of paragraph (a).

(5) *Registration of craftsmen.*—(a) Any person, other than a person referred to in subclauses (1) to (4) inclusive or a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who performs skilled work in the Industry and who has been issued with a National Technical Certificate, Part II (N2), or a higher certificate and has either—

(i) completed or been deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(ii) completed or been deemed to have completed a period of training in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(iii) been issued or been deemed to have been issued with a certificate of proficiency under section 27 (1) of the Manpower Training Act, 1981, or a certificate stating that he has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the said Act; or

(iv) completed 100 per cent of the modules in any competence based modular training scheme which may be recognised by the Council from time to time;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a craftsman to a person who complies with the provisions of paragraph (a) or (b).

(6) *Registrasie van werkende werkgewers.*—'n Werkende werkgewer wat gereeld 24 uur of langer per week geskoolde werk in die Nywerheid verrig, moet by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman, *mutatis mutandis* op die wyse in subklousule (5) voorgeskryf.

(7) (a) Iemand wat nie in die kategorieë in subklousules (2) tot en met (5) bedoel, val nie, en wat om 'n registrasiesertifikaat as ambagsgesel of as vakman aansoek wil doen, moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(b) 'n Werkende werkgewer wat gereeld 24 uur of langer per week geskoolde werk in die Nywerheid verrig en wat nie in die kategorieë val wat in subklousule (5) bedoel word nie, moet, indien hy om 'n registrasiesertifikaat as vakman aansoek wil doen, sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(c) Die Raad kan na goeë dunde en behoudens klousule 15 'n registrasiesertifikaat uitreik aan iemand in paragraaf (a) of (b) bedoel, en sodanige sertifikaat moet geag word uitgereik te gewees het ooreenkomstig subklousule (2) (b), (3) (b), (4) (b) of (5) (b), naamlik die een wat van toepassing is.

(8) (a) 'n Werkgewer mag nie iemand, uitgesonderd 'n voorman, algemene voorman, vakleerling, kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

(b) 'n Werkende werkgewer mag nie gereeld geskoolde werk 24 uur of langer elke week verrig nie, tensy sodanige werkende werkgewer in besit is van 'n registrasiesertifikaat wat ingevolge subklousule (5) (b), gelees met subklousule (6), aan hom uitgereik is.

(c) Niemand behalwe 'n voorman, algemene voorman, vakleerling, kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiewertifikaat wat ingevolge hierdie klousule aan hom uitgereik is."

10. KLOUSULE 15 VAN DEEL I.—REGISTRASIESERTIFIKAAT EN IDENTITEITSKAART

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

"(b) wanneer hy diens in die Nywerheid in die Port Natalse gebied aanvaar, dié registrasiesertifikaat of dié identiteitskaart aan sy werkgewer toon;"

11. KLOUSULE 16 VAN DEEL I.—REGISTRASIE VAN WERKGEWERS

In subklousule (1), voeg die volgende nuwe paragraaf (f) in:

"(f) bewys dat hy as werkgewer geregistreer is—

(i) by die Kommissaris van Binnelandse Inkomste kragtens paragraaf 15 van Bylae IV van die Inkomstebelastingwet, 1962;

(ii) by die Direkteur-generaal van Mannekrag kragtens artikel 28 van die Werkloosheidsversekeringwet, 1966;

(iii) by die Ongevallekommissaris kragtens artikel 96 van die Ongevallewet, 1941."

12. KLOUSULE 17 VAN DEEL I.—SLEGS-ARBEID-KONTRAKTEURS EN SLEGS-ARBEID-KONTRAKTE

Vervang klousule 17 en die opskrif deur die volgende:

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

(1) *Die aangaan van werk ingevolge 'n sub-kontrak of 'n slegs-arbeid-kontrak.*—Niemand mag werk ooreenkomstig 'n sub-kontrak of 'n slegs-arbeid-kontrak in die Bounywerheid aangaan nie tensy hy ooreenkomstig klousule 16 by die Raad as werkgewer geregistreer is of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is.

(2) *Die uitbesteding van werk op 'n sub-kontrak- of 'n slegs-arbeid-kontrakgrondslag.*—'n Werkgewer mag nie werk in die Bounywerheid aan iemand op 'n sub-kontrak- of 'n slegs-arbeid-kontrakgrondslag uitbestede nie tensy so iemand ooreenkomstig klousule 16 by die Raad as werkgewer geregistreer is of, indien hy nie 'n werkgewer is nie, asof hy 'n werkgewer is. Die onus berus by die werkgewer wat sodanige werk uitbestede om homself daarvan te oortuig dat die betrokke persoon aldus geregistreer is.

(6) *Registration of working employers.*—A working employer who regularly performs skilled work in the industry for 24 hours or more per week shall apply to the Council for a certificate of registration as a craftsman to be issued to him, *mutatis mutandis* in the manner prescribed in subclause (5).

(7) (a) Any person who does not fall within the categories referred to in subclauses (2) to (5) inclusive shall, if desirous of applying for a certificate of registration as a tradesman or a craftsman, furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate.

(b) Any working employer who regularly performs skilled work in the Industry for 24 hours or more each week and who does not fall within the categories referred to in subclause (5) shall, if desirous of applying for a certificate of registration as a craftsman, furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate.

(c) The Council may, in its discretion and subject to the provisions of clause 15, issue a certificate of registration to a person referred to in paragraph (a) or (b), and such certificate shall be deemed to have been issued in accordance with the provisions of subclause (2) (b), (3) (b), (4) (b) or (5) (b), whichever is applicable.

(8) (a) No employer shall employ any person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), to perform skilled work, unless such person is in possession of a certificate of registration issued to him in terms of this clause.

(b) No working employer shall regularly perform skilled work for 24 hours or more each week unless such working employer is in possession of a certificate of registration issued to him in terms of subclause (5) (b) read with subclause (6).

(c) No person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), shall perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause."

10. CLAUSE 15 OF PART I.—CERTIFICATE OF REGISTRATION AND IDENTIFICATION CARD

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

"(b) upon accepting employment in the Industry in the Port Natal area, produce such certificate of registration or identification card to his employer;"

11. CLAUSE 16 OF PART I.—REGISTRATION OF EMPLOYERS

In subclause (1), insert the following new paragraph (f):

"(f) proof that he is registered as an employer—

(i) with the Commissioner for Inland Revenue in terms of paragraph 15 of Schedule IV to the Income Tax Act, 1962;

(ii) with the Director-General of Manpower in terms of section 28 of the Unemployment Insurance Act, 1966;

(iii) with the Workmen's Compensation Commissioner in terms of section 96 of the Workmen's Compensation Act, 1941."

12. CLAUSE 17 OF PART I.—LABOUR-ONLY CONTRACTORS AND LABOUR-ONLY CONTRACT

Substitute the following for clause 17 and its heading:

"17. SUB-CONTRACTS AND LABOUR-ONLY CONTRACTS

(1) *Undertaking of work in terms of a sub-contract or a labour-only contract.*—No person shall undertake work in the Building Industry in terms of a sub-contract or a labour-only contract unless he is registered with the Council as an employer or, if he is not an employer, as if he were an employer, in accordance with the provisions of clause 16.

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

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking 'slegs-arbeid-kontrak' 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens iemand onderneem om werk te doen en vir dié werk betaal 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. KLOUSULE 18 VAN DEEL I.—KOPIE VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

Vervang klousule 18 deur die volgende:

"18. KOPIE VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

(1) Die Raad moet een kopie van hierdie Ooreenkoms en van alle latere wysigings, verlengings, hernuwings of herbekragtigings daarvan aan elke werkgewer verskaf.

(2) 'n Werkgewer moet 'n kopie van die Ooreenkoms te alle tye beskikbaar hou en, wanneer daarom versoek, dit aan 'n werknemer beskikbaar stel."

14. KLOUSULE 19 VAN DEEL I.—AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD

Vervang klousule 19 deur die volgende:

"19. AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD

(1) Artikel 57 (1) van die Wet wat betrekkeing het op aantekeninge wat deur 'n werkgewer gehou moet word ten opsigte van alle persone by hom in diens, word geag in hierdie Ooreenkoms ingelyf te wees.

(2) Die aantekeninge in subklousule (1) bedoel, moet deur die werkgewer minstens drie jaar lank gehou word."

15. KLOUSULE 20 VAN DEEL I.—DIENSOPSKORTING

(1) In subklousule (1), vervang al die woorde voor paragraaf (a) deur die volgende:

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

(2) In subklousule (4), vervang al die woorde voor paragraaf (a) en paragraaf (a) deur die volgende:

"(4) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) 'n regsgeldige rede' 'n regsgeldige rede soos in klousule 21 (4) omskryf;"

16. KLOUSULE 21 VAN DEEL I.—DIENSBEËINDIGING

Vervang subklousule (4) deur die volgende:

"(4) Vir die toepassing van hierdie klousule omvat die uitdrukking 'n regsgeldige rede', sonder om die gewone betekenis van die uitdrukking enigsins te beperk, arbeidsreg gebaseer op riglyne vasgestel deur die Nywerheidshof ooreenkomstig die beginsels van regverdigheid en billikheid."

17. KLOUSULE 23 VAN DEEL I.—GEWONE WERKURE

Vervang klousule 23 deur die volgende:

"23. GEWONE WERKURE

(1) Behoudens klousule 26 en subklousule (2), (3) en (4), is die gewone werkure agt uur per dag van Maandag tot Vrydag en 40 uur per week.

(2) Die tye waarop werk elke dag begin en eindig moet word, moet by ooreenkoms tussen die werkgewer en sy werknemers bepaal word.

(3) Behoudens subklousule (4), val reistyd na of van werk buite die werkure wat in hierdie klousule voorgeskryf word.

(4) Waar 'n werknemer op dieselfde dag na meer as een werk gestuur word om daar te gaan werk, moet daar vir die tyd wat bestee word om van die een werk na die volgende te reis, betaal word as tyd gewerk teen sy uurloonskaal."

(3) For the purposes of this clause, the expression 'labour-only contract' means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such person is not responsible for the payment to manufacturers or 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. CLAUSE 18 OF PART I.—COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

Substitute the following for clause 18:

"18. COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

(1) The Council shall furnish one copy of this Agreement and of any subsequent amendment, extension, renewal or re-enactment thereof to each employer.

(2) An employer shall keep a copy of the Agreement available at all times and, when requested to do so, shall make it available to any employee."

14. CLAUSE 19 OF PART I.—RECORDS TO BE KEPT BY EMPLOYERS

Substitute the following for clause 19:

"19. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provisions of section 57 (1) of the Act relating to the keeping of records by an employer in respect of all persons employed by him, shall be deemed to be incorporated in this Agreement.

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

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

(1) In subclause (1), substitute the following for all the words preceding paragraph (a):

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

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

"(a) 'any cause recognised by law as sufficient' means any cause recognised by law as sufficient as defined in clause 21 (4);"

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

Substitute the following for subclause (4):

"(4) 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 labour law based on guidelines determined by the Industrial Court in accordance with principles of fairness and equity."

17. CLAUSE 23 OF PART I.—ORDINARY HOURS OF WORK

Substitute the following for clause 23:

"23. ORDINARY HOURS OF WORK

(1) Subject to the provisions of clause 26 and subclauses (2), (3) and (4), the ordinary hours of work shall be eight hours per day from Monday to Friday and 40 hours per week.

(2) The times when work shall start and finish on each day, shall be determined by agreement between the employer and his employees.

(3) Subject to the provisions of subclause (4), time spent in travelling to or from a job shall be outside the ordinary hours of work prescribed in this clause.

(4) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from the one job to the next job shall be paid for as time worked at his hourly wage rate."

18. KLOUSULE 24 VAN DEEL I.—OORTYDWERK

Vervang klousule 24 deur die volgende:

“24. OORTYDWERK

(1) Behoudens klousule 32 kan 'n werkgever 'n werknemer toelaat om oortyd te werk, en 'n werkende werkgever of 'n werknemer kan oortyd werk.

(2) Oortydwerk wat ooreenkomstig hierdie klousule van 'n werknemer vereis word, moet op 'n vrywillige grondslag wees en die weiering van 'n werknemer, om watter rede ook al, om sodanige oortydwerk te doen, is nie 'n regsgeldige rede vir die ontslag van sodanige werknemer nie.

(3) Die gewone werkure plus oortydure mag hoogstens 56 per week beloop.”

19. KLOUSULE 27 VAN DEEL I.—AANSPRAAK OP EN BETALING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

Vervang klousule 27 deur die volgende:

“27. AANSPRAAK OP EN BETALING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Behoudens subklousules (2) en (3) is 'n algemene werker, 'n toerustingbediener, 'n drywer, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 29 (1) voorgeskryf word wat 24 uur of langer in elk van die 48, 49 of 50 werkweke gewerk het gedurende die seëljaar, geregtig—

(a) op 15 werkdae verlof met besoldiging, wat geneem moet word gedurende die vakansietydperk in subklousule (3) (b) voorgeskryf na die einde van die seëljaar; en

(b) om betaal te word vir elkeen van die openbare vakansiedae in subklousule (3) (c) voorgeskryf wat op 'n gewone werkdag val:

Met dien verstande dat 'n werknemer wat minder as 48, 49 of 50 werkweke gedurende 'n seëljaar gewerk het slegs op 'n *pro rata*-grondslag op verlof met besoldiging en op openbare vakansiedae met besoldiging geregtig is in verhouding tot die getal weke wat hy 24 uur of langer per week gedurende dié seëljaar gewerk het.

(2) Betaling ten opsigte van die verlof met besoldiging en openbare vakansiedae met besoldiging in subklousule (1) voorgeskryf, moet geskied op die wyse voorgeskryf in klousule 35, gelees met klousules 33 en 42.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) 'seëljaar' die tydperk van die Maandag ná die laaste Vrydag in Oktober van 'n jaar tot die laaste Vrydag in Oktober van die volgende jaar;

(b) 'vakansietydperk' of 'jaarlikse vakansietydperk' die tydperk wat 'n aanvang moet neem op die Vrydag onmiddellik voor 16 Desember, of op sodanige dag as wat die Raad bepaal, dog nie later as 16 Desember in elke jaar nie;

(c) 'openbare vakansiedae' enige van die volgende dae:

(i) Die openbare feesdae wat in artikel 1 van die Wet op Openbare Feesdae, 1952, voorgeskryf word of wat by proklamasie kragtens artikel 2 van genoemde Wet verklaar is;

(ii) die Vrydag wat onmiddellik op Hemelvaartsdag volg.”

20. KLOUSULE 28 VAN DEEL I.—VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Skrap klousule 28.

21. KLOUSULE 29 VAN DEEL I.—LOONSKALE

Vervang klousule 29 deur die volgende:

“29. LOONSKALE

(1) Behoudens subklousules (2) tot en met (5) en klousules 30 tot en met 32 is die volgende die voorgeskrewe loonskale vir die verskillende kategorieë werknemers, uitgesonderd algemene werkers, toerustingbedieners en drywers:

18. CLAUSE 24 OF PART I.—OVERTIME

Substitute the following for clause 24:

“24. OVERTIME

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

(2) Overtime required of an employee in terms of this clause shall be on a voluntary basis and the refusal of an employee to work such overtime for any reason shall not constitute good cause for the dismissal of such employee.

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

19. CLAUSE 27 OF PART I.—ENTITLEMENT TO AND PAYMENT FOR ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Substitute the following for clause 27:

“27. ENTITLEMENT TO AND PAYMENT FOR ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) Subject to the provisions of subclauses (2) and (3), a general worker, a plant operator, a driver, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) who has worked for 24 hours or more in each of the 48, 49 or 50 working weeks during a stamp year, shall be entitled—

(a) to 15 working days' paid leave, which shall be taken during the holiday period prescribed in subclause (3) (b) following the end of the stamp year; and

(b) to be paid for each of the public holidays prescribed in subclause (3) (c) which falls on an ordinary working day:

Provided that an employee who has worked for less than 48, 49 or 50 working weeks during a stamp year shall only be entitled to paid leave and to paid public holidays on a *pro rata* basis in relation to the number of weeks in which he worked for 24 hours or more per week during that stamp year.

(2) Payment in respect of the paid leave and paid public holidays prescribed in subclause (1) shall be made in the manner prescribed in clause 35, read with clauses 33 and 42.

(3) For the purposes of this clause, the expression—

(a) 'stamp year' means the period from the Monday following the last Friday in October of one year to the last Friday in October of the following year;

(b) 'holiday period' or 'annual holiday period' means the period which shall commence on the Friday immediately before 16 December, or on such day as the Council may determine but which shall not be later than 16 December, in each year;

(c) 'public holidays' means any of the following days:

(i) Any public holiday prescribed in section 1 of the Public Holidays Act, 1952, or by proclamation under section 2 of the said Act;

(ii) the Friday immediately following Ascension Day.”

20. CLAUSE 28 OF PART I.—HOLIDAY PERIOD AND PUBLIC HOLIDAYS

Delete clause 28.

21. CLAUSE 29 OF PART I.—WAGE RATES

Substitute the following for clause 29:

“29. WAGE RATES

(1) Subject to the provisions of subclauses (2) to (5) inclusive and clauses 30 to 32 inclusive, the following shall be the prescribed wage rates for the various categories of employees other than general workers, plant operators and drivers:

Kategorie werknemer	Per uur
	R
(a) Kwekeling-ambagseselle wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 12 (1) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema gebaseer op vaardigheid:	
(i) Minder as 33 persent.....	3,15
(ii) 33 persent of meer maar minder as 66 persent	4,47
(iii) 66 persent of meer.....	5,80
(b) Ambagseselle:	
(i) Klas 4.....	3,15
(ii) Klas 3.....	4,47
(iii) Klas 2.....	5,80
(iv) Klas 1.....	6,71
(c) Vakmanne en werknemers in alle ander ambage en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge...	8,92
(d) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Manekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(e) Vakleerlinge:	
(i) Eerste jaar	3,32
(ii) Tweede jaar.....	3,92
(iii) Derde jaar.....	5,11

Category of employee	Per hour
	R
(a) Trainee tradesmen serving under contracts of traineeship registered in terms of clause 12 (1) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	3,15
(ii) 33 per cent or more but less than 66 per cent	4,47
(iii) 66 per cent or more	5,80
(b) Tradesmen:	
(i) Class 4.....	3,15
(ii) Class 3.....	4,47
(iii) Class 2.....	5,80
(iv) Class 1.....	6,71
(c) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding trainees	8,92
(d) Employees employed during the probationary period allowed under the Manpower Training Act, 1981.....	The rate laid down for first-year apprentices.
(e) Apprentices:	
(i) First year	3,32
(ii) Second year.....	3,92
(iii) Third year	5,11

(2) Die loonskaal in subklousule (1) voorgeskryf vir 'n werknemer, uitgesonderd iemand wat ooreenkomstig klousule 13 (5) as 'n vakman geregistreer is, moet met 5 persent verhoog word indien 'n Nasionale Tegnieke Sertifikaat, Deel II (N2), aan sodanige werknemer uitgereik is: Met dien verstande dat die loonskaal wat aldus bereken is tot die naaste sent per uur afgerond moet word.

(3) Die loonskaal wat aan 'n algemene werker, 'n toerustingbediener of 'n drywer betaal moet word, moet by onderhandelings tussen die werkgever en die werknemer op 'n redelike en billike wyse bepaal word.

(4) 'n Werknemer vir wie lone in klousule 29 (1) (a), (b) of (c), voorgeskryf word en wat nie werk kan vind teen die loonskaal in subklousule (1) voorgeskryf vir die kategorie werknemer waarin hy ingevolge klousule 12 of 13 geregistreer is nie, kan op aansoek 'n vrystellingssertifikaat verkry wat hom toelaat om werk te soek en om die loon vir 'n laer kategorie werknemer betaal te word.

(5) Behoudens klousule 8 mag niks in hierdie Ooreenkoms die uitwerking hê dat die besoldiging wat aan 'n geskoolde werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en sodanige werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié wat vir sy kategorie werknemer voorgeskryf word moet sodanige hoër loon bly ontvang terwyl hy in dieselfde kategorie werknemer by dieselfde werkgever in diens is."

22. KLOUSULE 31 VAN DEEL I.—LOONSKALE WAT BETAAL MOET WORD AAN ONGEREGISTREERDE PERSONE WAT GESKOOLDE WERK VERRIG

Vervang klousule 31 deur die volgende:

"31. LOONSKALE WAT BETAAL MOET WORD AAN ONGEREGISTREERDE PERSONE WAT GESKOOLDE WERK VERRIG

Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms, waar 'n werkgever iemand in diens neem om geskoolde werk te verrig en sodanige persoon nie ingevolge klousules 12, 13 of 14 by die Raad as 'n geskoolde werknemer geregistreer is nie, is die werkgever nie onthef van sy verpligting om die voorgeskryfde besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom indien so iemand as 'n geskoolde werknemer behoorlik geregistreer was nie."

(2) The wage rate prescribed in subclause (1) for any employee, other than a person who is registered as a craftsman in accordance with the provisions of clause 13 (5) shall be increased by 5 per cent if such employee has been issued with a National Technical Certificate, Part II (N2): Provided that the wage rate so calculated shall be rounded up or down to the nearest cent per hour.

(3) The wage rate payable to a general worker, a plant operator or a driver shall be determined, in a fair and equitable manner, by negotiation between the employer and the employee.

(4) Any employee for whom wages are prescribed in clause 29 (1) (a), (b) or (c), who is unable to find employment at the rate of pay prescribed in subclause (1) for the category of employee in which he is registered in terms of clause 12 or 13, shall be entitled on application to receive a licence of exemption to permit him to seek employment and to be paid the rate of pay for a lower category of employee.

(5) Subject to the provisions of clause 8, nothing in this Agreement shall operate to reduce the remuneration which is being paid to a skilled employee on the date on which this Agreement comes into operation, and any such employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his category of employee shall continue to receive such higher rate whilst employed by the same employer in the same category of employee."

22. CLAUSE 31 OF PART I.—WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

Substitute the following for clause 31:

"31. WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, where an employer employs any person to carry out skilled work and such person is not registered with the Council as a skilled employee in terms of the provisions of clauses 12, 13 or 14, the employer shall not be relieved from paying the prescribed remuneration and observing the conditions which he would have had to pay or observe had that person been properly registered as a skilled employee."

23. KLOUSULE 32 VAN DEEL I.—BETALING VIR OORTYD-WERK

Vervang subklousule (1) deur die volgende:

“(1) ’n Werknemer van wie vereis word om te eniger tyd te werk buite die ure in klousule 23 voorgeskryf, moet soos volg betaal word:

(a) Behoudens subklousules (2) en (3), sy uurloon ten opsigte van oortyd gewerk—

(i) tot een uur daaglik van Maandag tot en met Vrydag;

(ii) op ’n openbare vakansiedag in klousule 27 (3) (c) voorgeskryf wat nie binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word nie;

(b) behoudens subklousules (2) en (3), een en ’n half maal sy uurloon ten opsigte van elke uur of gedeelte van ’n uur gewerk—

(i) langer as een uur oortyd daaglik van Maandag tot en met Vrydag;

(ii) op Saterdag voor 16:30;

(c) behoudens subklousules (2) en (3), dubbel sy uurloon ten opsigte van elke uur of gedeelte van ’n uur gewerk—

(i) op Saterdag na 16:30;

(ii) op Sondag en tot 07:00 op Maandag;

(iii) op ’n openbare vakansiedag in klousule 27 (3) (c) voorgeskryf wat binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word:

Met dien verstande dat subparagrafe (i) en (ii) van toepassing is ongeag of die genoemde dae binne of buite die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word;

(d) een en twee derde maal sy uurloon ten opsigte van elke uur of gedeelte van ’n uur gewerk gedurende die vakansietydperk in klousule 27 (3) (b) bedoel op ander dae as Sondag en openbare vakansiedae in klousule 27 (3) (c) voorgeskryf.”

24. KLOUSULE 33 VAN DEEL I.—UITREIKING VAN SEËLS AAN WERKNEMERS

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

“(1) *Die uitreiking van seëls is verpligtend.*—(a) ’n Werkgewer moet elke week ’n seël uitreik, op die wyse in klousule 35 voorgeskryf, aan ’n algemene werker, ’n vervaardigingswerker, ’n toerustingbediener, ’n drywer, ’n vakleerling, ’n kwekeling, ’n werknemer vir wie lone in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf word en aan voormanne of algemene voormanne op wie klousule 34 (1) van toepassing is, wat 24 uur of langer in ’n bepaalde week vir sodanige werkgewer werk of wat ingevolge klousule 30 (1) (b) geag word 24 uur in ’n bepaalde week vir sodanige werkgewer te gewerk het.”

25. KLOUSULE 35 VAN DEEL I.—BYVOORDELE EN SEËLS

(1) In subklousule (6), voeg die volgende nuwe voorbehoudsbepaling in:

“Met dien verstande dat die Raad van tyd tot tyd die spesifieke seëlkategorieë uit dié voorgeskryf in Aanhangsels A tot en met C van hierdie Ooreenkoms kan vasstel, wat vir verkoop beskikbaar maak en ingevolge subklousules (9) en (10) uitgereik sal word.”

(2) In subklousule (9), vervang paragraaf (b) deur die volgende:

“(b) ’n Werkgewer kan ’n terugbetaling van die waarde van alle ongebruikte seëls van die Raad verkry. Aansoek moet skriftelik om sodanige terugbetaling gedoen word.”

(3) Vervang subklousule (14) deur die volgende:

“(14) Geen seëls mag uitgereik word aan ’n werknemer in klousule 33 (1) (a) bedoel nie, behalwe ooreenkomstig hierdie klousule of klousule 33 (2) of 43 (6) (b), en sodanige werknemer is nie geregtig op krediet of betaling vir meer seëls as die 48, 49 of 50 werkweke wat binne ’n seëljaar val, soos in klousule 27 (3) (a) voorgeskryf nie.”

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

Substitute the following for subclause (1):

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

(a) subject to the provisions of subclauses (2) and (3), his hourly wage in respect of overtime worked—

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

(ii) on a public holiday prescribed in clause 27 (3) (c) which does not fall within the holiday period prescribed in clause 27 (3) (b).

(b) Subject to the provisions of subclauses (2) and (3), one and a half times his hourly wage in respect of each hour or part of an hour worked—

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

(ii) on Saturday prior to 16:30;

(c) subject to the provisions of subclauses (2) and (3), double his hourly wage in respect of each hour or part of an hour worked—

(i) on Saturday after 16:30;

(ii) on Sunday and until 07:00 on Monday;

(iii) on a public holiday prescribed in clause 27 (3) (c) which falls within the holiday period prescribed in clause 27 (3) (b);

Provided that the provisions of subparagraphs (i) and (ii) shall apply irrespective of whether or not the said days fall within or outside the holiday period prescribed in clause 27 (3) (b);

(d) one and two third times his hourly wage in respect of each hour or part of an hour worked during the holiday period prescribed in clause 27 (3) (b) on days other than Sundays and public holidays prescribed in clause 27 (3) (c).”

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

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

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

25. CLAUSE 35 OF PART I.—FRINGE BENEFITS AND STAMPS

(1) In subclause (6), insert the following new proviso:

“Provided that, from time to time, the Council may determine the specific stamp categories from amongst those prescribed in Annexures A to C inclusive to this Agreement, that will be made available to be purchased and issued in terms of the provisions of subclauses (9) and (10).”

(2) In subclause (9), substitute the following for paragraph (b):

“(b) An employer may obtain a refund from the Council of the value of any unused stamps. An application for such refund shall be made in writing.”

(3) Substitute the following for subclause (14):

“(14) No stamps shall be issued to an employee referred to in clause 33 (1) (a) except in accordance with this clause or clause 33 (2) or 43 (6) (b), and no such employee shall be entitled to credit or payments in respect of such stamps in excess of the 48, 49 or 50 working weeks falling within any stamp year, as prescribed in clause 27 (3) (a).”

(4) Vervang subklousule (15) (a) deur die volgende:

“(15) *Rente op agterstallige seëlverkope en -uitgawes.* — (a) Behoudens die Wet op Voorgekrewe Rentekoerse, 1975, sal 'n werkgever wat versuim of nalaat om seëls op die vervaldag te koop en/of uit te reik op die wyse in subklousules (1), (9) en (10) hiervan voorgeskrif, moet rente aan die Raad betaal teen die koers van 2 persent méér as die prima-uitleenkoers wat van tyd tot tyd deur die Raad se bankiers gevra word, op die waarde van sodanige seëls, bereken vanaf die datum waarop hulle gekoop moes gewees het tot op die datum waarop hulle werklik gekoop is.”

26. KLOUSULE 37 VAN DEEL I.—BETALING VAN BESOLDIGING

In subklousule (2) (b), vervang subparagraaf (v) deur die volgende:

“(v) die werknemer se uurloon en die addisionele bedrag in klousule 29 (2) van Deel I van die Ooreenkoms en klousule 57 (2) van Deel II van die Ooreenkoms, voorgeskrif, indien van toepassing, as afsonderlike bedrae;”

27. KLOUSULE 42 VAN DEEL I.—VAKANSIEFONDS VAN DIE BOUNYWERHEID, PORT NATAL

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

“(5) Behoudens klousule 27 moet die betaling ten opsigte van elk van die openbare vakansiedae in klousule 27 (3) (c) voorgeskrif wat op 'n gewone werkdag val, ingesluit word by die betaling in subklousule (4) bedoel.”

(2) Vervang subklousule (8) (a) deur die volgende:

“(8) *Betaling vir openbare vakansiedae, uitgesonderd Geloftedag en openbare vakansiedae wat binne die vakansietydperk val.* — (a) Elke seëlboek wat deur die Raad uitgereik word aan werknemers in klousule 33 (1) (a) bedoel, moet verwyderbare koepons bevat vir betaling ten opsigte van elk van die openbare vakansiedae wat in klousule 27 (3) (c) voorgeskrif word, uitgesonderd Geloftedag wanneer dit buite die vakansietydperk val en enige openbare vakansiedag wat binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskrif word.”

28. KLOUSULE 43 VAN DEEL I.—BYSTANDSFONDS VAN DIE BOUNYWERHEID, PORT NATAL

In subklousule (3), vervang paragraaf (c) deur die volgende:

“(c) om lede te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke en werkinkels: Met dien verstande dat indien 'n werknemer sy gereedskap verloor vanweë die versuim van sy werkgever om 'n toesluitplek te verskaf of weens die feit dat die toesluitplek wat deur sy werkgever verskaf is onvoldoende is, is die werkgever vir die totale waarde van sodanige verlore gereedskap aanspreeklik.”

29. KLOUSULE 44 VAN DEEL I.—MEDIËSE HULPFONDS VAN DIE BOUNYWERHEID, PORT NATAL

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

“(4) *Lidmaatskap.* — (a) *Verpligte lidmaatskap.* — Lidmaatskap van die Fonds is verpligtend vir werkende werkgevers, vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (a) (ii) en (iii), (b) (ii), (iii) en (iv), (c) en (d) van Deel I van die Ooreenkoms en klousule 57 (1) (c), (d) (ii) en (iii), (e) en (f) van Deel II van die Ooreenkoms voorgeskrif word en vir voormanne en algemene voormanne op wie klousule 34 (1) van toepassing is.”

(2) Vervang die tabel in subklousule (7) deur die volgende:

	“Medies, paramedies en oogkundig	Medisyne en inspuitings materiaal	Tandheelkundig
	R	R	R
(a) 'n Ongetroude lid.....	1 000	550	250
(b) 'n Lid met een afhanklike.....	1 800	1 000	450
(c) 'n Lid met meer as een afhanklike.....	2 500	1 375	625.”

(4) Substitute the following for subclause (15) (a):

“(15) *Interest on arrear stamp purchases and issues.* — (a) Subject to the provisions of the Prescribed Rate of Interest Act, 1975, and employer who fails or omits to purchase and/or issue stamps on the due dates in the manner prescribed in subclauses (1), (9) and (10) hereof, shall pay interest to the Council at the rate of 2 per cent above the prime overdraft rate changed from time to time by the Council's bankers, on the value of such stamps, calculated from the date on which they should have been purchased to the date on which they were actually purchased.”

26. CLAUSE 37 OF PART I.—PAYMENT OF REMUNERATION

In subclause (2) (b), substitute the following for subparagraph (v):

“(v) the employee's hourly wage and the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable, as separate amounts;”

27. CLAUSE 42 OF PART I.—BUILDING INDUSTRY HOLIDAY FUND, PORT NATAL

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

“(5) Subject to the provisions of clause 27, payment in respect of each of the public holidays prescribed in clause 27 (3) (c) which falls on an ordinary working day, shall be included in the payment referred to in subclause (4).”

(2) Substitute the following for subclause (8) (a):

“(8) *Payment for public holidays, other than Day of the Vow and public holidays falling within the holiday period.* — (a) Each stamp book issued by the Council to employees referred to in clause 33 (1) (a) shall contain detachable coupons for payment in respect of each public holiday prescribed in clause 27 (3) (c) other than Day of the Vow when it falls outside the holiday period and any public holiday which falls within the holiday period prescribed in clause 27 (3) (b).”

28. CLAUSE 43 OF PART I.—BUILDING INDUSTRY BENEFIT FUND, PORT NATAL

In subclause (3), substitute the following for paragraph (c):

“(c) to compensate members for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools because his employer fails to provide a lock-up or because the lock-up provided by his employer is inadequate, the employer of such employee shall be liable for the total value of such lost tools.”

29. CLAUSE 44 OF PART I.—BUILDING INDUSTRY MEDICAL AID FUND, PORT NATAL

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

“(4) *Membership.* — (a) *Compulsory members.* — Membership of the Fund shall be compulsory for working employers, apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (a) (ii) and (iii), (b) (ii), (iii) and (iv), (c) and (d) of Part I of the Agreement and clause 57 (1) (c), (d) (ii) and (iii), (e) and (f) of Part II of the Agreement and for foremen and general foremen to whom the provisions of clause 34 (1) are applicable.”

(2) Substitute the following for the table in subclause (7):

	“Medical, paramedical and optical	Medicines and injection material	Dental
	R	R	R
(a) A single member.....	1 000	550	250
(b) A member with one dependant.....	1 800	1 000	450
(c) A member with more than one dependant.....	2 500	1 375	625.”

30. KLOUSULE 46 VAN DEEL I.—NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

Vervang subklousule (2) deur die volgende:

"(2) Die bedrae wat ingevolge klousule 35 (1) (g) deur werkgewers betaal word, min invorderingsgeld van 2,5 persent wat aan die algemene fondse van die Raad toeval, moet deur die Raad maandeliks aan die Nasionale Fonds betaal word."

31. KLOUSULE 47 VAN DEEL I.—OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

Vervang klousule 47 deur die volgende:

"47. OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Opleidingsfonds van die Bounywerheid [ingestel deur die Bou-Industrieë Federasie (Suid-Afrika) (Bifsa)] (hierna die "Opleidingsfonds" genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings van die Opleidingskema vir die Bounywerheid uiteengesit in klousule 4 van die Skema kragtens die Wet op Mannekragopleiding, 1981, gepubliseer by Goewermentskennisgewing No. R. 1948 van 11 September 1987 of enige Goewermentskennisgewing wat voorsiening maak vir die voortsetting of vervanging van die Opleidingsfonds, die invordering van bydraes ooreenkomstig die procedure hieronder uiteengesit, gelees saam met klousule 35.

(2) Die bedrae wat ingevolge die tweede voorbehoudsbepaling van klousule 35 (1), gelees saam met klousule 35 (2), deur werkgewers betaal word, min invorderingsgeld van 2,5 persent wat aan die algemene fondse van die Raad toeval, moet deur die Raad maandeliks aan die Opleidingsfonds betaal word."

32. KLOUSULE 50 VAN DEEL II.—TOEPASSINGSBESTEK

Vervang subklousule (2) deur die volgende:

"(2) Ondanks subklousule (1) (a), is Deel II van hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

(i) klerklike of administratiewe personeel;

(ii) voormanne wat toesighoudende personeel is, soos in klousule 4 van Deel I van die Ooreenkoms omskryf;

(iii) universiteit- en teknikstudente, konstruksietoeshouers, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

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

(c) van toepassing op voormanne wat nie toesighoudende personeel, soos in klousule 4 van Deel I van die Ooreenkoms omskryf, is nie;

(d) op werkende werkgewers van toepassing;

(e) nie van toepassing op werkgewers en werknemers wat aan Deel I van die Ooreenkoms onderworpe is nie;

(f) nie van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 55 voorgeskryf by die Raad geregistreer is nie."

33. KLOUSULE 51 VAN DEEL II.—SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

Vervang klousule 51 deur die volgende:

"51. SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

(1) Behoudens subklousule (2)—

(a) is klousules 3, 5, 6, 7 (5) en (6), 8, 9, 14, 15 [uitgesonderd subklousule (1) (a)], 16 tot en met 19, 19A, 20 tot en met 24, 26, 31 tot en met 34, 35 [uitgesonderd subklousules (1) (h) en (5)], 36 [uitgesonderd subklousule (4)], 37, 40, 41, 42 [uitgesonderd subklousule (4) (b) (iii)] en 43 tot en met 47 van Deel I van die Ooreenkoms en Aanhangsels A tot en met C [uitgesonderd kolom (h) in klousule 3 van Aanhangsel A] van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing;

30. CLAUSE 46 OF PART I.—NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

Substitute the following for subclause (2):

"(2) The amounts paid by employers in terms of clause 35 (1) (g), less a collection fee of 2,5 per cent, which amount shall accrue to the general funds of the Council, shall be paid by the Council monthly to the National Fund."

31. CLAUSE 47 OF PART I.—BUILDING INDUSTRY TRAINING FUND

Substitute the following for clause 47:

"47. BUILDING INDUSTRY TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industry Training Fund [inaugurated by the Building Industries Federation (South Africa) (Bifsa)] (hereinafter referred to as the "Training Fund"), hereby authorises, for the purpose of implementing the objects of the Building Industry Training Scheme set forth in clause 4 of the Scheme in terms of the Manpower Training Act, 1981, published under Government Notice No. R. 1948 of 11 September 1987 or any Government Notice which provides for the continuation or substitution of the Training Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 35.

(2) The amounts paid by employers in terms of the second proviso to clause 35 (1), read with the provisions of clause 35 (2), less a collection fee of 2,5 per cent, which amount shall accrue to the general funds of the Council, shall be paid by the Council monthly to the Training Fund."

32. CLAUSE 50 OF PART II.—SCOPE OF APPLICATION

Substitute the following for subclause (2):

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

(a) apply to all classes of employees other than the following:

(i) clerical or administrative employees;

(ii) foremen who are supervisory staff as defined in clause 4 of Part I of the Agreement;

(iii) university or technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen who are not supervisory staff, as defined in clause 4 of Part I of the Agreement;

(d) apply to working employers;

(e) not apply to employers and employees who are subject to the provisions of Part I of the Agreement;

(f) not apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 55."

33. CLAUSE 51 OF PART II.—CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

Substitute the following for clause 51:

"51. CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

(1) Subject to the provisions of subclause (2)—

(a) the provisions of clauses 3, 5, 6, 7 (5) and (6), 8, 9, 14, 15 [excluding subclause (1) (a)], 16 to 19 inclusive, 19A, 20 to 24 inclusive, 26, 31 to 34 inclusive, 35 [excluding subclauses (1) (h) and (5)], 36 [excluding subclause (4)], 37, 40, 41, 42 [excluding subclause (4) (b) (iii)] and 43 to 47 inclusive of Part I of the Agreement and Annexure A to C inclusive [excluding column (h) in clause 3 of Annexure A] to the Agreement shall *mutatis mutandis* apply to this Part;

(b) is klousules 2, 7 (1) tot en met (4), 15 (1) (a), 35 (1) (h) en (5), 36 (4), 42 (4) (b) (iii), 48 en 49 van Deel I van die Ooreenkoms en kolom (h) in klousule (3) van Aanhangsel A van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing.

(2) Waar die bepalings van Deel I strydig is met die bepalings van Deel II is laasgenoemde bepalings van toepassing en moet hulle voorkeur geniet: Met dien verstande dat waar daar by die toepassing van die toepaslike bepalings van Deel I op Deel II van hierdie Ooreenkoms melding gemaak word van 'n algemene werker in Deel I van die Ooreenkoms, dit geag word 'n algemene werker en 'n vervaardigingswerker in hierdie Deel beteken, en waar daar melding gemaak word van 'n werknemer vir wie lone voorgeskryf word in die klousule in kolom A hieronder bedoel, dit geag word 'n werknemer te beteken vir wie lone voorgeskryf word in die klousule in kolom B hieronder genoem:

A	B
'n Werknemer vir wie lone voorgeskryf word in klousule—	Word geag 'n werknemer te wees vir wie lone voorgeskryf word in klousule—
(a) 29 (1) (b) (i)	57 (1) (a).
(b) 29 (1) (a) (i)	57 (1) (b) (i) en (ii).
(c) 29 (1) (b) (ii)	57 (1) (c).
(d) 29 (1) (a) (i), (ii) en (iii)	57 (1) (d) (i), (ii) en (iii).
(e) 29 (1) (b) (iv)	57 (1) (e).
(f) 29 (1) (c)	57 (1) (f).
(g) 29 (1) (d)	57 (1) (g)."

34. KLOUSULE 52 VAN DEEL II. — WOORDOMSKRYWING

(1) In die omskrywings "vakman-skrynerwerker", "vakman-hout-masjienwerker", "ambagsgesel", "ambagsgesel klas 1 (skrynerwerker)" en "ambagsgesel klas 1 (houtmasjienwerker)", vervang die uitdrukking "klousule 54 (4)" deur die uitdrukking "klousule 54 (3)".

(2) In die omskrywing "algemene werker", voeg die volgende nuwe item (12) in:

"(12) persele patroleer en eiendom bewaak;"

(3) In die omskrywing "skrynerwerkmonteerder", vervang die uitdrukking "klousule 54 (2)" deur die uitdrukking "klousule 54 (1)".

(4) Skrap die omskrywing "leerling".

(5) In die omskrywing "masjienbediener", vervang die uitdrukking "klousule 54 (3)" deur die uitdrukking "klousule 54 (2)".

(6) In die omskrywing "geskoolde werknemer", vervang al die woorde voor item (1) deur die volgende:

"'geskoolde werknemer' iemand wat geskoolde werk, soos in hierdie klousule omskryf, verrig en, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, omvat dit—".

(7) In die omskrywing "kwekeling-masjienbediener", vervang die uitdrukking "klousule 53 (2)" deur die uitdrukking "klousule 53 (1)".

(8) In die omskrywing "kwekeling-skrynerwerker", vervang die uitdrukking "klousule 53 (3)" deur die uitdrukking "klousule 53 (2)".

35. KLOUSULE 53 VAN DEEL II. — REGISTRASIE VAN KWEKELING-MASJIEBEDIENERS EN KWEKELING-SKRYNERWERKERS

Vervang klousule 53 deur die volgende:

"53. REGISTRASIE VAN KWEKELING-MASJIEBEDIENERS EN KWEKELING-SKRYNERWERKERS

(1) *Registrasie van kwekeling-masjienbedieners.*—'n Werkgewer kan iemand as kwekelingmasjienbediener in diens neem ingevolge 'n kwekelingkontrak wat *mutatis mutandis* op die wyse voorgeskryf in klousule 12 (1) van Deel I van die Ooreenkoms by die Raad geregistreer is.

(2) *Registrasie van kwekeling-skrynerwerkers.*—'n Werkgewer kan iemand as kwekeling-skrynerwerker in diens neem ingevolge 'n kwekelingkontrak wat *mutatis mutandis* op die wyse voorgeskryf in klousule 12 (1) van Deel I van die Ooreenkoms by die Raad geregistreer is.

(3) (a) 'n Werknemer mag niemand behalwe 'n voorman, 'n werknemer in subklousule (1) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 57 (1) (a), (c), (e), (f) en (g) voorgeskryf word in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat as kwekeling-masjienbediener of as kwekeling-skrynerwerker wat ingevolge subklousule (1) of (2) aan hom uitgereik is.

(b) the provisions of clauses 2, 7 (1) to (4) inclusive, 15 (1) (a), 35 (1) (h) and (5), 36 (4), 42 (4) (b) (iii), 48 and 49 of Part I of the Agreement and column (h) in clause (3) of Annexure A to the Agreement shall *mutatis mutandis* apply to this Part.

(2) Where the provisions of Part I are in conflict with the provisions of Part II, the later provisions shall apply and shall have preference: Provided that, in the application of the applicable provisions of Part I to Part II of this Agreement, any reference to a general worker in Part I of the Agreement shall be deemed to be a reference to a general worker and a manufacturing worker in this Part and any reference to an employee for whom wages are prescribed in the clause mentioned in column A hereunder, shall be deemed to be a reference to an employee for whom wages are prescribed in the clause mentioned in column B hereunder:

A	B
Employee for whom wages are prescribed in clause—	Deemed to be an employee for whom wages are prescribed in clause—
(a) 29 (1) (b) (i)	57 (1) (a).
(b) 29 (1) (a) (i)	57 (1) (b) (i) and (ii).
(c) 29 (1) (b) (ii)	57 (1) (c).
(d) 29 (1) (a) (i), (ii) and (iii)	57 (1) (d) (i), (ii) and (iii).
(e) 29 (1) (b) (iv)	57 (1) (e).
(f) 29 (1) (c)	57 (1) (f).
(g) 29 (1) (d)	57 (1) (g)."

34. CLAUSE 52 OF PART II. — DEFINITIONS

(1) In the definitions "craftsman joiner", "craftsman wood machinist", "tradesman", "tradesman, Class 1 (joiner)", and "tradesman, Class 1 (wood machinist)", substitute the expression "clause 54 (3)" for the expression "clause 54 (4)".

(2) In the definition "general worker", insert the following new item (12):

"(12) patrolling premises and guarding property;"

(3) In the definition "joinery assembler", substitute the expression "clause 54 (1)" for the expression "clause 54 (2)".

(4) Delete the definition "learner".

(5) In the definition "machine operator", substitute the expression "clause 54 (2)" for the expression "clause 54 (3)".

(6) In the definition "skilled employee", substitute the following for all the words preceding item (1):

"'skilled employee' means any person who is engaged on skilled work, as defined in this clause, and, without in any way limiting the ordinary meaning of the expression, shall include—".

(7) In the definition "trainee machine operator", substitute the expression "clause 53 (1)" for the expression "clause 53 (2)".

(8) In the definition "trainee joiner", substitute the expression "clause 53 (2)" for the expression "clause 53 (3)".

35. CLAUSE 53 OF PART II. — REGISTRATION OF TRAINEE MACHINE OPERATORS AND TRAINEE JOINERS

Substitute the following for clause 53:

"53. REGISTRATION OF TRAINEE MACHINE OPERATORS AND TRAINEE JOINERS

(1) *Registration of trainee machine operators.*—An employer may employ any person as a trainee machine operator under a contract of traineeship registered by the Council *mutatis mutandis* in the manner prescribed in clause 12 (1) of Part I of the Agreement.

(2) *Registration of trainee joiners.*—An employer may employ any person as a trainee joiner under a contract of traineeship registered by the Council *mutatis mutandis* in the manner prescribed in clause 12 (1) of Part I of the Agreement.

(3) (a) No employer shall employ any person, other than a foreman, an employee referred to in subclause (1), an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (a), (c), (e), (f) and (g), to perform skilled work unless such person is in possession of a certificate of registration as a trainee machine operator or a trainee joiner issued to him in terms of subclause (1) or (2).

(b) Niemand behalwe 'n voorman, 'n werknemer in subklousule (1) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 57 (1) (a), (c), (e), (f) en (g) voorgeskryf word, mag geskoolde werk verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat as kwekeling-masjienbediener of kwekeling-skrynerwerker wat ingevolge subklousule (1) of (2) aan hom uitgereik is."

36. KLOUSULE 54 VAN DEEL II.—REGISTRASIE VAN SKRYNWERKMONTEERDERS, MASJIEBEDIENERS, AMBAGSGESEL-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS, VAKMAN-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS EN WERKENDE WERKGEWERS

Vervang klousule 54 deur die volgende:

"54. REGISTRASIE VAN SKRYNWERKMONTEERDERS, MASJIEBEDIENERS, AMBAGSGESEL-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS, VAKMAN-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS EN WERKENDE WERKGEWERS

(1) *Registrasie van skrynwerkmonteerders.*—(a) Iemand, uitgesonderd 'n persoon in subklousules (2) en (3) bedoel of 'n voorman, werkende werkgewer, vakleerling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g) voorgeskryf word, wat as sy spesifieke en uitsluitlike funksie werk verrig wat verrig kan word deur skrynwerkmonteerders soos in klousule 52 omskryf, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as skrynwerkmonteerder, en sodanige persoon moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15 van Deel I van die Ooreenkoms, moet die Raad 'n registrasiesertifikaat as skrynwerkmonteerder uitreik aan iemand wat aan paragraaf (a) hiervan voldoen.

(2) *Registrasie van masjienbedieners.*—(a) Iemand, uitgesonderd 'n persoon in subklousules (1) en (3) bedoel of 'n voorman, werkende werkgewer, vakleerling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g) voorgeskryf word, wat as sy spesifieke en uitsluitlike funksie werk verrig wat verrig kan word deur masjienbedieners soos in klousule 52 omskryf, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as masjienbediener, en sodanige persoon moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15 van Deel I van die Ooreenkoms moet die Raad 'n registrasiesertifikaat as masjienbediener uitreik aan iemand wat aan paragraaf (a) hiervan voldoen.

(3) *Registrasie van ambagsgeselle klas I (skrynwerkers en houtmasjienwerkers), vakman-skrynwerkers en -houtmasjienwerkers en werkende werkgewers.*—(a) Behoudens paragrafe (b) en (c) hiervan is klousule 13 (4) tot en met (7) van Deel I van die Ooreenkoms *mutatis mutandis* van toepassing op persone wat geskoolde werk in die aangewese ambagte skrynwerker en houtmasjienwerker onder Deel II van die Ooreenkoms verrig en op die werkgewers van sodanige persone, en op werkende werkgewers wat gereeld 24 uur langer elke week geskoolde werk in die Nywerheid in die aangewese ambagte skrynwerker en houtmasjienwerker verrig.

(b) Iemand wat—

(i) 'n opleidingstydperk as kwekeling-masjienbediener voltooi het kragtens 'n kwekelingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig klousule 53 (1); en

(ii) as masjienbediener in die Nywerheid werksaam was vir 'n tydperk van minstens een jaar;

kwalfiseer vir registrasie as ambagsgesel klas I (houtmasjienwerker) *mutatis mutandis* op die wyse voorgeskryf in klousule 13 (4) van Deel I van die Ooreenkoms.

(c) Iemand—

(i) wat 'n opleidingstydperk as kwekeling-masjienbediener voltooi het kragtens 'n kwekelingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig klousule 53 (1); en

(ii) wat as masjienbediener in die Nywerheid werksaam was vir 'n tydperk van minstens een jaar; en

(iii) aan wie 'n Nasionale Tegnieëse Sertifikaat, Deel II (N2), of 'n hoër sertifikaat uitgereik is;

(b) No person, other than a foreman, an employee referred to in subclause (1), an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (a), (c), (e), (f) and (g), shall perform skilled work unless such person is in possession of a certificate of registration as a trainee machine operator or a trainee joiner issued to him in terms of subclause (1) or (2)."

36. CLAUSE 54 OF PART II.—REGISTRATION OF JOINERY ASSEMBLERS, MACHINE OPERATORS, TRADESMEN JOINERS AND WOOD MACHINISTS, CRAFTSMEN JOINERS AND WOOD MACHINISTS AND WORKING EMPLOYERS

Substitute the following for clause 54:

"54. REGISTRATION OF JOINERY ASSEMBLERS, MACHINE OPERATORS, TRADESMEN JOINERS AND WOOD MACHINISTS, CRAFTSMEN JOINERS AND WOOD MACHINISTS AND WORKING EMPLOYERS

(1) *Registration of joinery assemblers.*—(a) Any person, other than a person referred to in subclauses (2) and (3) or a foreman, a working employer, an apprentice or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g) who, as his specific and exclusive function, carries out work which may be performed by joinery assemblers, as defined in clause 52, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a joinery assembler to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15 of Part I of the Agreement, the Council shall issue a certificate of registration as a joinery assembler to a person who complies with the provisions of paragraph (a) hereof.

(2) *Registration of machine operators.*—(a) Any person, other than a person referred to in subclauses (1) and (3) or a foreman, a working employer, an apprentice or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g) who, as his specific and exclusive function, carries out work which may be performed by machine operators, as defined in clause 52, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a machine operator to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15 of Part I of the Agreement, the Council shall issue a certificate of registration as a machine operator to a person who complies with the provisions of paragraph (a) hereof.

(3) *Registration of tradesmen, Class I (joiners and wood machinists), craftsmen joiners and wood machinists and working employers.*—(a) Subject to the provisions of paragraphs (b) and (c) hereof, the provisions of clause 13 (4) to (7) inclusive of Part I of the Agreement shall *mutatis mutandis* apply to persons who perform skilled work in the designated trades of joiner and wood machinist under Part II of the Agreement, and to the employers of such persons and to working employers who regularly perform skilled work in the Industry in the designated trades of joiner and wood machinist for 24 hours or more each week.

(b) A person who has—

(i) completed a period of training as a trainee machine operator under a contract of traineeship registered or deemed to be registered in accordance with the provisions of clause 53 (1); and

(ii) been employed as a machine operator in the Industry for a period of not less than one year;

shall be eligible for registration as a tradesman, Class 1 (wood machinist), *mutatis mutandis* in the manner prescribed in clause 13 (4) of Part I of the Agreement.

(c) A person who has—

(i) completed a period of training as a trainee machine operator under a contract of traineeship registered or deemed to be registered in accordance with the provisions of clause 53 (1); and

(ii) been employed as a machine operator in the Industry for a period of not less than one year; and

(iii) been issued with a National Technical Certificate, Part II (N2), or a higher certificate;

kwalifiseer vir registrasie as vakman-houtmasjienwerker *mutatis mutandis* op die wyse voorgeskryf in klousule 13 (5) van Deel I van die Ooreenkoms.

(4) (a) 'n Werkgewer mag niemand, behalwe 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g), voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

(b) 'n Werkende werkgewer mag nie gereeld 24 uur of langer elke week geskoolde werk verrig nie, tensy hy in besit is van 'n registrasiesertifikaat wat ingevolge subklousule (3) aan hom uitgereik is.

(c) Niemand behalwe 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g), voorgeskryf word, mag geskoolde werk verrig nie, tensy hy in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is."

37. KLOUSULE 56 VAN DEEL II. — VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Vervang klousule 56 deur die volgende:

"56. VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Klousule 27 van Deel I van die Ooreenkoms is *mutatis mutandis* op hierdie Deel van toepassing: Met dien verstande dat, ondanks andersluidende bepalings in klousule 27 (1) (a) van Deel I van die Ooreenkoms, 'n werkgewer, met die toestemming van sy werknemers, van 'n werknemer kan vereis of hom kan toelaat om te werk gedurende die tydperke in klousule 27 (3) (b) van Deel I van die Ooreenkoms voorgeskryf, en dié werknemer kan toelaat om sy verlof te neem op 'n tyd waarvoor die werkgewer en sy werknemers ooreenkom: Voorts met dien verstande dat 'n werkgewer die Raad skriftelik in kennis moet stel van 'n ooreenkoms wat ooreenkomstig hierdie subklousule aangegaan is."

38. KLOUSULE 57 VAN DEEL II. — LOONSKALE

Vervang klousule 57 deur die volgende:

"57. LOONSKALE

(1) Behoudens subklousules (2) tot en met (5) en klousule 31 en 32 van Deel I van die Ooreenkoms, gelees saam met klousule 51 van hierdie Deel, is die volgende voorgeskrewe loonskale vir die verskillende kategorieë werknemers, uitgesonderd algemene werkers en vervaardigingswerkers:

Kategorie werknemer	Per uur
	R
(a) Skrynwermonteerders.....	3,54
(b) Kwekeling-masjienbedieners wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (1) geregistreer is:	
(i) Eerste jaar	2,92
(ii) Tweede jaar	3,54
(c) Masjienbedieners	5,07
(d) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:	
(i) Minder as 33 persent	3,15
(ii) 33 persent of meer maar minder as 66 persent.....	4,47
(iii) 66 persent of meer	5,80
(e) Ambagsgesel-skrynwerkers en -houtmasjienwerkers klas I	7,05
(f) Vakman-skrynwerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge ...	8,92

shall be eligible for registration as a craftsman wood machinist *mutatis mutandis* in the manner prescribed in clause 13 (5) of Part I of the Agreement.

(4) (a) No employer shall employ any person, other than a foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g), to perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause.

(b) No working employer shall regularly perform skilled work for 24 hours or more each week unless such working employer is in possession of a certificate of registration issued to him in terms of subclause (3).

(c) No person, other than a foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g), shall perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause."

37. CLAUSE 56 OF PART II. — HOLIDAY PERIOD AND PUBLIC HOLIDAYS

Substitute the following for clause 56:

"56. HOLIDAY PERIOD AND PUBLIC HOLIDAYS

The provisions of clause 27 of Part I of the Agreement shall *mutatis mutandis* apply to this Part: Provided that, notwithstanding anything to the contrary contained in clause 27 (1) (a) of Part I of the Agreement, an employer may, by agreement with his employees, require or permit an employee to work during the periods prescribed in clause 27 (3) (b) of Part I of the Agreement, and allow that employee to take his leave at a time which is agreed upon between the employer and his employees: Provided further that an employer shall notify the Council, in writing, of any agreement made in accordance with the provisions of this clause."

38. CLAUSE 57 OF PART II. — WAGE RATES

Substitute the following for clause 57:

"57 WAGE RATES

(1) Subject to the provisions of subclauses (2) to (5) inclusive and clauses 31 and 32 of Part I of the Agreement, read with clause 51 of this Part, the following shall be the prescribed wage rates for the various categories of employees other than general workers and manufacturing workers:

Category of employee	Per hour
	R
(a) Joinery assemblers.....	3,54
(b) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (1):	
(i) First year	2,92
(ii) Second year	3,54
(c) Machine operators.....	5,07
(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	3,15
(ii) 33 per cent or more but less than 66 per cent.....	4,47
(iii) 66 per cent or more	5,80
(e) Tradesman, Class 1 (joiners and wood machinists)	7,05
(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees	8,92

Kategorie werknemer	Per uur	Category of employee	Per hour
	R		R
(g) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.	(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices.
(h) Vakleerlinge:		(h) Apprentices:	
(i) Eerste jaar	3,32	(i) First year	3,32
(ii) Tweede jaar	3,92	(ii) Second year	3,92
(iii) Derde jaar	5,11	(iii) Third year	5,11

(2) Die loonskaal in subklousule (1) voorgeskryf vir 'n werknemer, uitgesonderd iemand wat ooreenkomstig klousule 54 (3) as vakmanskrynwerker of -houtmasjienwerker geregistreer is moet met 5 persent verhoog word indien 'n Nasionale Tegnieke Sertifikaat Deel II (N2) aan sodanige werknemer uitgereik: Met dien verstande dat die aldus berekende loonskaal tot die naaste sent per uur afgerond moet word.

(3) Die loonskaal wat aan 'n algemene werker of 'n vervaardigingswerker betaal moet word, moet by onderhandelinge tussen die werkgever en die werknemer op 'n redelike en billike wyse bepaal word.

(4) 'n Werknemer vir wie lone in klousule 57 (1) (a) tot en met (f) voorgeskryf word en wat nie werk kan vind teen die loonskaal in subklousule (1) voorgeskryf vir die kategorie werknemer waarin hy ingevolge klousule 53 of 54 geregistreer is nie, kan op aansoek 'n vrystellingsertifikaat ontvang wat hom toelaat om werk te soek en om die loonskaal vir 'n laer kategorie werknemer betaal te word.

(5) Behoudens klousule 8 van Deel I van die Ooreenkoms gelees met klousule 57 van hierdie Deel, mag niks in hierdie Ooreenkoms die uitwerking hê dat die besoldiging wat aan 'n geskoolde werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en sodanige werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié wat vir sy kategorie werknemer voorgeskryf word, moet sodanige hoër loon bly ontvang terwyl hy in die selfde kategorie werknemer by dieselfde werkgever in diens is."

39. KLOUSULE 58 VAN DEEL II. — LOONSKALE WAT BETAAL MOET WORD AAN ONGEREGISTREERDE PERSONE WAT GESKOOLDE WERK VERRIG

Skrap klousule 58.

40. AANHANGSEL A VAN DIE OOREENKOMS

(1) In klousule 1 —

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

"(1) *Enige voorgeskrewe seëlkatogorie vanaf 201 tot en met 299.* — Algemene werkers, vervaardigingswerkers, toerustingbedieners, drywers en werknemers vir wie lone in klousule 29 (1) (a) (i) en (b) (i) van Deel I van die Ooreenkoms en klousule 57 (1) (a), (b) en (d) (i) van Deel II van die Ooreenkoms voorgeskryf word."

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

"(2) *Enige voorgeskrewe seëlkatogorie vanaf 301 tot en met 399.* — Vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (a) (ii) en (iii), (b) (ii), (iii) en (iv), (c) en (d) van Deel I van die Ooreenkoms en klousule 57 (1) (c), (d) (ii) en (iii), (e), (f) en (g) van Deel II van die Ooreenkoms voorgeskryf word."

(2) In klousule 3, vervang die tabel van weeklikse seëlwaardes deur die volgende:

(2) The wage rate prescribed in subclause (1) for any employee, other than a person who is registered as a craftsman joiner or wood machinist in accordance with the provisions of clause 54 (3), shall be increased by 5 per cent if such employee has been issued with a National Technical Certificate, Part II (N2): Provided that the wage rate so calculated shall be rounded up or down to the nearest cent per hour.

(3) The wage rate payable to a general worker or a manufacturing worker shall be determined, in a fair and equitable manner, by negotiation between the employer and the employee.

(4) Any employee for whom wages are prescribed in clause 57 (1) (a) to (f) inclusive who is unable to find employment at the rate of pay prescribed in subclause (1) for the category of employee in which he is registered in terms of clause 53 or 54, shall be entitled on application to receive a licence of exemption to permit him to seek employment and to be paid the rate of pay for a lower category of employee.

(5) Subject to the provisions of clause 8 of Part I of the Agreement, read with clause 51 of this Part, nothing in this Agreement shall operate to reduce the remuneration which is being paid to a skilled employee on the date on which this Agreement comes into operation, and any such employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his category of employee shall continue to receive such higher rate whilst employed by the same employer in the same category of employee."

39. CLAUSE 58 OF PART II. — WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

Delete clause 58.

40. ANNEXURE A TO THE AGREEMENT

(1) In clause 1 —

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

"(1) *Any prescribed stamp category from 201 to 299 inclusive.* — General workers, manufacturing workers, plant operators, drivers and employees for whom wages are prescribed in clause 29 (1) (a) (i) and (b) (i) of Part I of the Agreement and clause 57 (1) (a), (b) and (d) (i) of Part II of the Agreement;"

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

"(2) *Any prescribed stamp category from 301 to 399 inclusive.* — Apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (a) (ii) and (iii), (b) (ii), (iii) and (iv), (c) and (d) of Part I of the Agreement and clause 57 (1) (c), (d) (ii) and (iii), (e), (f) and (g) of Part II of the Agreement;"

(2) In clause 3, substitute the following for the table of weekly stamp values:

"Seelkategorie"	Uurloon		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Van	Tot	Vakansie-besoldi-ging	Besoldi-ging vir openbare vakansie-dae	Vakansie-toelae	Bydraes tot Pensioen-skema	Bydraes tot Bystands-fonds	Bydraes tot Mediese Hulpfonds	Bydraes tot admin-istrasie-uit-gawes	Bydraes tot Nasio-nale Ont-wikkel-ingsfonds	Spesiale lidmaat-skaphef-fing	Totale som per week
	R	R	R	R	R	R	R	R	R	R	R	R
209	tot 2,60		6,40	4,68	4,44	16,64	0,88	—	0,72	0,30	0,70	34,76
211	2,61	2,80	6,88	5,04	4,76	17,92	0,96	—	0,78	0,30	0,70	37,34
213	2,81	3,05	7,48	5,48	5,20	19,52	1,04	—	0,84	0,30	0,70	40,56
215	3,06	3,35	8,20	6,04	5,72	21,44	1,16	—	0,92	0,30	0,70	44,48
217	3,36	3,65	8,96	6,56	6,20	23,36	1,28	—	1,00	0,30	0,70	48,36
219	3,66	4,00	9,80	7,20	6,80	25,60	1,40	—	1,10	0,30	0,70	52,90
221	4,01	4,35	10,68	7,84	7,40	27,84	1,52	—	1,20	0,30	0,70	57,48
223	4,36	4,75	11,64	8,56	8,08	30,40	1,68	—	1,30	0,30	0,70	62,66
225	4,76	5,15	12,64	9,28	8,76	32,96	1,80	—	1,42	0,30	0,70	67,86
227	5,16	5,60	13,72	10,08	9,52	35,84	1,96	—	1,54	0,30	0,70	73,66
315	3,06	3,35	8,20	6,04	5,72	21,44	1,16	10,08	0,92	0,30	0,70	54,56
317	3,36	3,65	8,96	6,56	6,20	23,36	1,28	10,96	1,00	0,30	0,70	59,32
319	3,66	4,00	9,80	7,20	6,80	25,60	1,40	12,00	1,10	0,30	0,70	64,90
321	4,01	4,35	10,68	7,84	7,40	27,84	1,52	13,08	1,20	0,30	0,70	70,56
323	4,36	4,75	11,64	8,56	8,08	30,40	1,68	14,28	1,30	0,30	0,70	76,94
325	4,76	5,15	12,64	9,28	8,76	32,96	1,80	15,48	1,42	0,30	0,70	83,34
327	5,16	5,60	13,72	10,08	9,52	35,84	1,96	16,80	1,54	0,30	0,70	90,46
329	5,61	6,15	15,08	11,04	10,44	39,36	2,16	18,48	1,68	0,30	0,70	99,24
331	6,16	6,70	16,44	12,04	11,40	42,88	2,36	20,12	1,84	0,30	0,70	108,08
333	6,71	7,30	17,88	13,12	12,40	46,72	2,56	21,92	2,00	0,30	0,70	117,60
335	7,31	7,95	19,48	14,28	13,52	50,88	2,80	23,88	2,18	0,30	0,70	128,02
337	7,96	8,65	21,20	15,56	14,72	55,36	3,04	25,96	2,38	0,30	0,70	139,22
339	8,66	9,45	23,16	17,00	16,08	60,48	3,32	28,36	2,60	0,30	0,70	152,00
341	9,46	10,30	25,24	18,52	17,52	65,92	3,64	30,92	2,84	0,30	0,70	165,60
343	10,31	11,20	27,44	20,12	19,04	71,68	3,92	33,60	3,08	0,30	0,70	179,88
345	11,21	12,20	29,88	21,92	20,72	78,08	4,28	36,60	3,36	0,30	0,70	195,84
347	12,21	13,30	32,60	23,92	22,60	85,12	4,68	39,92	3,66	0,30	0,70	213,50
441	9,46	10,30	25,24	18,52	17,52	65,92	3,64	30,92	2,84	—	—	164,60
443	10,31	11,20	27,44	20,12	19,04	71,68	3,92	33,60	3,08	—	—	178,88
445	11,21	12,20	29,88	21,92	20,72	78,08	4,28	36,60	3,36	—	—	194,84
447	12,21	13,30	32,60	23,92	22,60	85,12	4,68	39,92	3,66	—	—	212,50
449	13,31	14,50	35,52	26,04	24,64	92,80	5,08	43,52	4,00	—	—	231,60
539	—	—	—	—	—	60,48	—	28,36	2,60	0,30	0,70	92,44
541	—	—	—	—	—	65,92	—	30,92	2,84	0,30	0,70	100,68
543	—	—	—	—	—	71,68	—	33,60	3,08	0,30	0,70	109,36."

"Stamp category"	Hourly Wage		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	From	To	Holiday pay	Public holiday pay	Holiday allowance	Pension Scheme contribu-tions	Benefit Fund contribu-tions	Medical Aid Fund tribu-tions	Contribu-tions to admin-istrations exp-enses	Contribu-tions to National Devel-opment Fund	Special mem-ber-ship levy	Total sum per week
	R	R	R	R	R	R	R	R	R	R	R	R
209	to 2,60		6,40	4,68	4,44	16,64	0,88	—	0,72	0,30	0,70	34,76
211	2,61	2,80	6,88	5,04	4,76	17,92	0,96	—	0,78	0,30	0,70	37,34
213	2,81	3,05	7,48	5,48	5,20	19,52	1,04	—	0,84	0,30	0,70	40,56
215	3,06	3,35	8,20	6,04	5,72	21,44	1,16	—	0,92	0,30	0,70	44,48
217	3,36	3,65	8,96	6,56	6,20	23,36	1,28	—	1,00	0,30	0,70	48,36
219	3,66	4,00	9,80	7,20	6,80	25,60	1,40	—	1,10	0,30	0,70	52,90
221	4,01	4,35	10,68	7,84	7,40	27,84	1,52	—	1,20	0,30	0,70	57,48
223	4,36	4,75	11,64	8,56	8,08	30,40	1,68	—	1,30	0,30	0,70	62,66
225	4,76	5,15	12,64	9,28	8,76	32,96	1,80	—	1,42	0,30	0,70	67,86
227	5,16	5,60	13,72	10,08	9,52	35,84	1,96	—	1,54	0,30	0,70	73,66
315	3,06	3,35	8,20	6,04	5,72	21,44	1,16	10,08	0,92	0,30	0,70	54,56
317	3,36	3,65	8,96	6,56	6,20	23,36	1,28	10,96	1,00	0,30	0,70	59,32
319	3,66	4,00	9,80	7,20	6,80	25,60	1,40	12,00	1,10	0,30	0,70	64,90
321	4,01	4,35	10,68	7,84	7,40	27,84	1,52	13,08	1,20	0,30	0,70	70,56
323	4,36	4,75	11,64	8,56	8,08	30,40	1,68	14,28	1,30	0,30	0,70	76,94
325	4,76	5,15	12,64	9,28	8,76	32,96	1,80	15,48	1,42	0,30	0,70	83,34
327	5,16	5,60	13,72	10,08	9,52	35,84	1,96	16,80	1,54	0,30	0,70	90,46
329	5,61	6,15	15,08	11,04	10,44	39,36	2,16	18,48	1,68	0,30	0,70	99,24
331	6,16	6,70	16,44	12,04	11,40	42,88	2,36	20,12	1,84	0,30	0,70	108,08
333	6,71	7,30	17,88	13,12	12,40	46,72	2,56	21,92	2,00	0,30	0,70	117,60
335	7,31	7,95	19,48	14,28	13,52	50,88	2,80	23,88	2,18	0,30	0,70	128,02
337	7,96	8,65	21,20	15,56	14,72	55,36	3,04	25,96	2,38	0,30	0,70	139,22
339	8,66	9,45	23,16	17,00	16,08	60,48	3,32	28,36	2,60	0,30	0,70	152,00
341	9,46	10,30	25,24	18,52	17,52	65,92	3,64	30,92	2,84	0,30	0,70	165,60
343	10,31	11,20	27,44	20,12	19,04	71,68	3,92	33,60	3,08	0,30	0,70	179,88
345	11,21	12,20	29,88	21,92	20,72	78,08	4,28	36,60	3,36	0,30	0,70	195,84

Stamp category	Hourly Wage		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	From	To	Holiday pay	Public holiday pay	Holiday allowance	Pension Scheme contributions	Benefit Fund contributions	Medical Aid Fund contributions	Contributions to administrative expenses	Contributions to National Development Fund	Special membership levy	Total sum per week
	R	R	R	R	R	R	R	R	R	R	R	R
347	12,21	13,30	32,60	23,92	22,60	85,12	4,68	39,92	3,66	0,30	0,70	213,50
441	9,46	10,30	25,24	18,52	17,52	65,92	3,64	30,92	2,84	—	—	164,60
443	10,31	11,20	27,44	20,12	19,04	71,68	3,92	33,60	3,08	—	—	178,88
445	11,21	12,20	29,88	21,92	20,72	78,08	4,28	36,60	3,36	—	—	194,84
447	12,21	13,30	32,60	23,92	22,60	85,12	4,68	39,92	3,66	—	—	212,50
449	13,31	14,50	35,52	26,04	24,64	92,80	5,08	43,52	4,00	—	—	231,60
539	—	—	—	—	—	60,48	—	28,36	2,60	0,30	0,70	92,44
541	—	—	—	—	—	65,92	—	30,92	2,84	0,30	0,70	100,68
543	—	—	—	—	—	71,68	—	33,60	3,08	0,30	0,70	109,36."

41. AANHANGSEL B VAN DIE OOREENKOMS

(1) In kousule 3, vervang die tabel van weeklikse aftrekkings deur die volgende:

41. ANNEXURE B TO THE SCHEDULE

(1) In clause 3, substitute the following for the table of weekly deductions:

Seël kategorie	Uurloon		(a)	(b)	(c)	(d)
	Van	Tot	Bydraes tot Pensioenskema	Bydraes tot Mediese Hulpfonds	Bydraes tot administrasieuitgawes	Totale som per week
	R	R	R	R	R	R
209	tot 2,60		1,16	—	0,36	1,52
211	2,61	2,80	1,24	—	0,39	1,63
213	2,81	3,05	1,36	—	0,42	1,78
215	3,06	3,35	1,52	—	0,46	1,98
217	3,36	3,65	1,64	—	0,50	2,14
219	3,66	4,00	1,80	—	0,55	2,35
221	4,01	4,35	1,96	—	0,60	2,56
223	4,36	4,75	2,12	—	0,65	2,77
225	4,76	5,15	2,32	—	0,71	3,03
227	5,16	5,60	2,52	—	0,77	3,29
315	3,06	3,35	1,52	4,04	0,46	6,02
317	3,36	3,65	1,64	4,40	0,50	6,54
319	3,66	4,00	1,80	4,80	0,55	7,15
321	4,01	4,35	1,96	5,24	0,60	7,80
323	4,36	4,75	2,12	5,72	0,65	8,49
325	4,76	5,15	2,32	6,20	0,71	9,23
327	5,16	5,60	2,52	6,72	0,77	10,01
329	5,61	6,15	2,76	7,40	0,84	11,00
331	6,16	6,70	3,00	8,04	0,92	11,96
333	6,71	7,30	3,28	8,76	1,00	13,04
335	7,31	7,95	3,56	9,56	1,09	14,21
337	7,96	8,65	3,88	10,40	1,19	15,47
339	8,66	9,45	4,24	11,36	1,30	16,90
341	9,46	10,30	4,60	12,36	1,42	18,38
343	10,31	11,20	5,00	13,44	1,54	19,98
345	11,21	12,20	5,48	14,64	1,68	21,80
347	12,21	13,30	5,96	15,96	1,83	23,75
441	9,46	10,30	26,36	12,36	1,42	40,14
443	10,31	11,20	28,68	13,44	1,54	43,66
445	11,21	12,20	31,24	14,64	1,68	47,56
447	12,21	13,30	34,04	15,96	1,83	51,83
449	13,31	14,50	37,12	17,40	2,00	56,52."

Stamp category	Hourly wage		(a)	(b)	(c)	(d)
	From	To	Pension Scheme contributions	Medical Aid Fund contributions	Contributions to administration expenses	Total sum per week
	R	R	R	R	R	R
209	up to 2,60		1,16	—	0,36	1,52
211	2,61	2,80	1,24	—	0,39	1,63
213	2,81	3,05	1,36	—	0,42	1,78
215	3,06	3,35	1,52	—	0,46	1,98
217	3,36	3,65	1,64	—	0,50	2,14
219	3,66	4,00	1,80	—	0,55	2,35
221	4,01	4,35	1,96	—	0,60	2,56
223	4,36	4,75	2,12	—	0,65	2,77
225	4,76	5,15	2,32	—	0,71	3,03
227	5,16	5,60	2,52	—	0,77	3,29
315	3,06	3,35	1,52	4,04	0,46	6,02
317	3,36	3,65	1,64	4,40	0,50	6,54

"Stamp category	Hourly wage		(a) Pension Scheme contributions	(b) Medical Aid Fund contributions	(c) Contributions to administration expenses	(d) Total sum per week
	From	To				
	R	R	R	R	R	R
319	3,66	4,00	1,80	4,80	0,55	7,15
321	4,01	4,35	1,96	5,24	0,60	7,80
323	4,36	4,75	2,12	5,72	0,65	8,49
325	4,76	5,15	2,32	6,20	0,71	9,23
327	5,16	5,60	2,52	6,72	0,77	10,01
329	5,61	6,15	2,76	7,40	0,84	11,00
331	6,16	6,70	3,00	8,04	0,92	11,96
333	6,71	7,30	3,28	8,76	1,00	13,04
335	7,31	7,95	3,56	9,56	1,09	14,21
337	7,96	8,65	3,88	10,40	1,19	15,47
339	8,66	9,45	4,24	11,36	1,30	16,90
341	9,46	10,30	4,60	12,36	1,42	18,38
343	10,31	11,20	5,00	13,44	1,54	19,98
345	11,21	12,20	5,48	14,64	1,68	21,80
347	12,21	13,30	5,96	15,96	1,83	23,75
441	9,46	10,30	26,36	12,36	1,42	40,14
443	10,31	11,20	28,68	13,44	1,54	43,66
445	11,21	12,20	31,24	14,64	1,68	47,56
447	12,21	13,30	34,04	15,96	1,83	51,83
449	13,31	14,50	37,12	17,40	2,00	56,52."

42. AANHANGSEL C VAN DIE OOREENKOMS

(1) In klousule 3, vervang die tabel van uurlikse opsionele addisionele aftrekkings deur die volgende:

42. ANNEXURE C TO THE AGREEMENT

(1) In clause 3, substitute the following for the table of hourly optional additional deductions:

"Seël kategorie	Uurloon		(a)(i) Vakansie besoldiging	(a)(ii) Besoldiging vir openbare vakansiedae	(b) Vakansietoelae	(c) Bydraes tot Pensioenskema	(d) Bydraes tot Bystandsfonds	(e) Bydraes tot Mediese Hulp-fonds	(f) Totale som
	Van	Tot							
	R	R	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
209	tot 2,60		16,0	11,7	11,1	38,7	2,2	—	79,7
211	2,61	2,80	17,2	12,6	11,9	41,7	2,4	—	85,8
213	2,81	3,05	18,7	13,7	13,0	45,4	2,6	—	93,4
215	3,06	3,35	20,5	15,1	14,3	49,8	2,9	—	102,6
217	3,36	3,65	22,4	16,4	15,5	54,3	3,2	—	111,8
219	3,66	4,00	24,5	18,0	17,0	59,5	3,5	—	122,5
221	4,01	4,35	26,7	19,6	18,5	64,7	3,8	—	133,3
223	4,36	4,75	29,1	21,4	20,2	70,7	4,2	—	145,6
225	4,76	5,15	31,6	23,2	21,9	76,6	4,5	—	157,8
227	5,16	5,60	34,3	25,2	23,8	83,3	4,9	—	171,5
315	3,06	3,35	20,5	15,1	14,3	49,8	2,9	15,1	117,7
317	3,36	3,65	22,4	16,4	15,5	54,3	3,2	16,4	128,2
319	3,66	4,00	24,5	18,0	17,0	59,5	3,5	18,0	140,5
321	4,01	4,35	26,7	19,6	18,5	64,7	3,8	19,6	152,9
323	4,36	4,75	29,1	21,4	20,2	70,7	4,2	21,4	167,0
325	4,76	5,15	31,6	23,2	21,9	76,6	4,5	23,2	181,0
327	5,16	5,60	34,3	25,2	23,8	83,3	4,9	25,2	196,7
329	5,61	6,15	37,7	27,6	26,1	91,5	5,4	27,7	216,0
331	6,16	6,70	41,1	30,1	28,5	99,7	5,9	30,2	235,5
333	6,71	7,30	44,7	32,8	31,0	108,6	6,4	32,9	256,4
335	7,31	7,95	48,7	35,7	33,8	118,3	7,0	35,8	279,3
337	7,96	8,65	53,0	38,9	36,8	128,7	7,6	38,9	303,9
339	8,66	9,45	57,9	42,5	40,2	140,6	8,3	42,5	332,0
341	9,46	10,30	63,1	46,3	43,8	153,3	9,1	46,4	362,0
343	10,31	11,20	68,6	50,3	47,6	166,7	9,8	50,4	393,4
345	11,21	12,20	74,7	54,8	51,8	181,5	10,7	54,9	428,4
347	12,21	13,30	81,5	59,8	56,5	197,9	11,7	59,9	467,3
441	9,46	10,30	63,1	46,3	43,8	98,9	9,1	46,4	307,6
443	10,31	11,20	68,6	50,3	47,6	107,5	9,8	50,4	334,2
445	11,21	12,20	74,7	54,8	51,8	117,1	10,7	54,9	364,0
447	12,21	13,30	81,5	59,8	56,5	127,7	11,7	59,9	397,1
449	13,31	14,50	88,8	65,1	61,6	139,2	12,7	65,3	432,7."

"Stamp category	Hourly Wage		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)
	From	To	Holiday pay	Public Holiday pay	Holiday allowance	Pension Scheme contributions	Benefit fund contributions	Medical Aid Fund contributions	Total sum
	R	R	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
209	to 2,60		16,0	11,7	11,1	38,7	2,2	—	79,7
211	2,61	2,80	17,2	12,6	11,9	41,7	2,4	—	85,8
213	2,81	3,05	18,7	13,7	13,0	45,4	2,6	—	93,4
215	3,06	3,35	20,5	15,1	14,3	49,8	2,9	—	102,6
217	3,36	3,65	22,4	16,4	15,5	54,3	3,2	—	111,8
219	3,66	4,00	24,5	18,0	17,0	59,5	3,5	—	122,5
221	4,01	4,35	26,7	19,6	18,5	64,7	3,8	—	133,3
223	4,36	4,75	29,1	21,4	20,2	70,7	4,2	—	145,6
225	4,76	5,15	31,6	23,2	21,9	76,6	4,5	—	157,8
227	5,16	5,60	34,3	25,2	23,8	83,3	4,9	—	171,5
315	3,06	3,35	20,5	15,1	14,3	49,8	2,9	15,1	117,7
317	3,36	3,65	22,4	16,4	15,5	54,3	3,2	16,4	128,2
319	3,66	4,00	24,5	18,0	17,0	59,5	3,5	18,0	140,5
321	4,01	4,35	26,7	19,6	18,5	64,7	3,8	19,6	152,9
323	4,36	4,75	29,1	21,4	20,2	70,7	4,2	21,4	167,0
325	4,76	5,15	31,6	23,2	21,9	76,6	4,5	23,2	181,0
327	5,16	5,60	34,3	25,2	23,8	83,3	4,9	25,2	196,7
329	5,61	6,15	37,7	27,6	26,1	91,5	5,4	27,7	216,0
331	6,16	6,70	41,1	30,1	28,5	99,7	5,9	30,2	235,5
333	6,71	7,30	44,7	32,8	31,0	108,6	6,4	32,9	256,4
335	7,31	7,95	48,7	35,7	33,8	118,3	7,0	35,8	279,3
337	7,96	8,65	53,0	38,9	36,8	128,7	7,6	38,9	303,9
339	8,66	9,45	57,9	42,5	40,2	140,6	8,3	42,5	332,0
341	9,46	10,30	63,1	46,3	43,8	153,3	9,1	46,4	362,0
343	10,31	11,20	68,6	50,3	47,6	166,7	9,8	50,4	393,4
345	11,21	12,20	74,7	54,8	51,8	181,5	10,7	54,9	428,4
347	12,21	13,30	81,5	59,8	56,5	197,9	11,7	59,9	467,3
441	9,46	10,30	63,1	46,3	43,8	98,9	9,1	46,4	307,6
443	10,31	11,20	68,6	50,3	47,6	107,5	9,8	50,4	334,2
445	11,21	12,20	74,7	54,8	51,8	117,1	10,7	54,9	364,0
447	12,21	13,30	81,5	59,8	56,5	127,7	11,7	59,9	397,1
449	13,31	14,50	88,8	65,1	61,6	139,2	12,7	65,3	432,7."

Namens die partye op hede die 27ste dag van Julie 1989 te Durban onderteken.

M. LIPSHITZ,
Voorsitter.

R. D. PICKLES,
Lid.

K. H. DAVEL,
Sekretaris.

Signed at Durban, on behalf of the parties, this 27th day of July 1989.

M. LIPSHITZ,
Chairman.

R. D. PICKLES,
Member.

K. H. DAVEL,
Secretary.

No. R. 2335

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—VERLENGING VAN HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermentskennisgewings Nos. R. 1625 van 31 Julie 1987, R. 848 van 29 April 1988, R. 2144 van 21 Oktober 1988, R. 2217 van 28 Oktober 1988 en R. 1281 van 16 Junie 1989, met 'n verdere tydperk wat op 28 Oktober 1990 eindig.

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

No. R. 2335

27 October 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—EXTENSION OF MAIN AGREEMENT

I, Eli van der Merwe Louw, 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. 1625 of 31 July 1987, R. 848 of 29 April 1988, R. 2144 of 21 October 1988, R. 2217 of 28 October 1988 and R. 1281 of 16 June 1989, by a further period ending 28 October 1990.

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

No. R. 2336

27 Oktober 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—WYSIGING VAN HOOFDOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Oktober 1990 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangeaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 37 (vir sover dit klousule 51 (1) (b) van die Hoofdooreenkoms wysig) en 44 (vir sover Aanhangsel A betrekking het op die spesiale lidmaatskap heffing), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 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 Wysigingsooreenkoms gespesifiseer.

E. VANDER M. LOUW,
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

OOREENKOMS VIR DIE GEBIED MIDDELLANDE

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

Natal Master Builders' and Allied Industries Association (Pietermaritzburg Division)

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1625 van 31 Julie 1987, hierna die Hoofdooreenkoms genoem soos gewysig

en verleng deur Goewermentskennisgewing Nos. R. 848 van 29 April 1988, R. 2144 van 21 Oktober 1988, R. 2217 van 28 Oktober 1988 en R. 1281 van 16 Julie 1989 te wysig.

1. TOEPASSINGSBESTEK

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

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

No. R. 2336

27 October 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—AMENDMENT OF MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 28 October 1990, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a), 37 [in so far as it amends clause 51 (1) (b) of the Main Agreement] and 44 (in so far as Annexure A relates to the special membership levy), shall be binding with effect from the first Monday after the date of publication of this notice and for the period ending 28 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 Amending Agreement.

E. VANDER M. LOUW,
Minister of Manpower.

SCHEDULE

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

AGREEMENT FOR THE MIDLANDS AREA

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

Natal Master Builders' and Allied Industries Association
(Pietermaritzburg Division)

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry,

to amend the Agreement published under Government Notice No. R. 1625 of 31 July 1987, hereinafter referred to as the Main Agreement, as amended

and extended by Government Notices Nos. R. 848 of 29 April 1988, R. 2144 of 21 October 1988, R. 2217 of 28 October 1988 and R. 1281 of 16 June 1989.

1. SCOPE OF APPLICATION

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

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

(b) in die landdrosdistrikte Camperdown, Estcourt, Lionsrivier, New Hanover, Pietermaritzburg, Richmond en in daardie gedeeltes van die landdrosdistrik Mooirivier wat voor 1 September 1964 in die landdrosdistrikte Estcourt en Lionsrivier geval het.

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

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

- (i) klerklike of administratiewe personeel;
- (ii) voormanne wat toesighoudende personeel, soos in klousule 4 van die Hoof-ooreenkoms omskryf, is;
- (iii) universiteits- en technikonstudente, konstruksietoeseighouers, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

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

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

(d) van toepassing op werkende werkgewers.

2. INDELING VAN OOREENKOMS

In die Indeling van die Ooreenkoms—

(1) vervang item 7 deur die volgende:

“7. Agente en aangewese agente . . . 10”;

(2) skrap item 10;

(3) skrap item 11;

(4) vervang item 17 deur die volgende:

“17. Sub-kontrakte en slegs-arbeid-kontrakte . . . 15”;

(5) skrap item 25;

(6) skrap item 28;

(7) vervang item 29 deur die volgende:

“29. Loonskale . . . 20”;

(8) vervang item 57 deur die volgende:

“57. Loonskale . . . 43”;

(9) skrap item 58.

3. KLOUSULE 1 VAN DEEL I.—TOEPASSINGSBESTEK

Vervang subklousule (2) deur die volgende:

“(2) Ondanks subklousule (1) (a), is Deel I van hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

- (i) klerklike of administratiewe personeel;
- (ii) voormanne wat toesighoudende personeel, soos in klousule 4 omskryf, is;
- (iii) op universiteits- en technikonstudente, konstruksietoeseighouers, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

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

(c) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel, soos in klousule 4 omskryf, is nie;

(d) op werkende werkgewers van toepassing;

(e) behoudens klousule 51 van Deel II van die Ooreenkoms nie van toepassing op werkgewers en werknemers wat aan Deel II van die Ooreenkoms onderworpe is nie;

(f) van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 55 van Deel II van die Ooreenkoms voorgeskryf by die Raad geregistreer is nie.

(b) in the Magisterial District of Camperdown, Estcourt, Lions River, New Hanover, Pietermaritzburg, Richmond and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

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

(a) apply to all classes of employees other than the following:

- (i) clerical or administrative employees;
- (ii) foremen and general foremen who are supervisory staff as defined in clause 4 of the Main Agreement;
- (iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

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

(d) apply to working employers.

2. ARRANGEMENT OF AGREEMENT

In the Arrangement of the Agreement—

(1) substitute the following for item 7:

“7. Agents and designated agents . . . 10”;

(2) delete item 10;

(3) delete item 11;

(4) substitute the following for item 17:

“17. Sub-contracts and labour-only contracts . . . 15”;

(5) delete item 25;

(6) delete item 28;

(7) substitute the following for item 29:

“29. Wage rates . . . 20”

(8) substitute the following for item 57:

“57. Wage rates . . . 43”.

(9) delete item 58.

3. CLAUSE 1 OF PART I.—SCOPE OF APPLICATION

Substitute the following for subclause (2):

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

(a) apply to all classes of employees other than the following:

- (i) Clerical or administrative employees;
- (ii) foremen and general foremen who are supervisory staff as defined in clause 4;
- (iii) university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen and general foremen who are not supervisory staff as defined in clause 4;

(d) apply to working employers;

(e) subject to the provisions of clause 51 of Part II of the Agreement, not apply to employers and employees who are subject to the provisions of Part II of the Agreement;

(f) apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 55 of Part II of the Agreement.”

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

Vervang subklausule (1) deur die volgende:

“(1) Die doel van hierdie Ooreenkoms is om die vervaardigingspeil van elke werknemer te erken, om geleentheid te verskaf vir sy verdere vordering en om loonpeile en ander diensvoorwaardes vir werknemers in die Bounywerheid vas te stel sonder om entrepreneurs-inisiatief en werkgeleenthede enigerwyse te beperk.”

5. KLOUSULE 4 VAN DEEL I. — WOORDOMSKRYWING

(1) Vervang al die woorde voor die omskrywing “Wet” deur die volgende:

“Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van ’n wet melding gemaak word, word ook alle wysigings daarvan en alle regulasies daarkragtens uitgevaardig bedoel; enige ander woorde en/of uitdrukkings wat in hierdie Ooreenkoms gebruik word het hul gewone woordeboekbetekenis tensy vakgebruik of -gewoonte ’n ander betekenis vasgelê het; voorts, tensy onbestaanbaar met die sinsverband, beteken —”.

(2) In die omskrywings “aluminiumdeur-/vensterinstalleerder”, “aanwender”, “bloklêer”, “grofskilderverwer”, “matlêer”, “plafon- en afskortingswerker”, “kasinstalleerder”, “deurhanger”, “veerkragtigevloerlêer en -muurbedekker”, “dakwerker”, “bekistingwerker”, “geskoolde steieroprigter”, “spuitverwer”, “ambagsgesel klas 4” en “waterdigter”, vervang die uitdrukking “klausule 13 (3)” deur die uitdrukking “klausule 13 (1)”.

(3) In die omskrywing “vakman”, vervang die uitdrukking “klausule 13 (7)” deur die uitdrukking “klausule 13 (5)”.

(4) Skrap die omskrywings “plattelandse werk”, “erkende leerling”, “noodwerk”, “Vorige Ooreenkoms”, “slegs-arbeid-kontrak”, “slegs-arbeid-kontrakteur” en “leerling”.

(5) Voeg die volgende nuwe omskrywing in na die omskrywing “kasinstalleerder”:

“aangewese agent” ’n aangewese agent van die Raad wat aangestel is kragtens artikel 62 (1) van die Wet;”.

(6) Voeg die volgende nuwe omskrywings in na die omskrywing “drywer”:

“werknemer” enige persoon wat in diens is by of werk verrig vir enige werkgewer en beloning ontvang of geregtig is om dit te ontvang, en, behoudens artikel 1 (3) van die Wet, enige ander persoon hoegenaamd wat op enige wyse help om die besigheid van ’n werkgewer voort te sit of te drywe; en het ‘in diens’ en ‘diens’ ooreenstemmende betekenis;

“werkgewer” enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend onderneem om hom te beloon, of wat, behoudens artikel 1 (3) van die Wet, enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe en ook iemand wat as ’n prinsipaal-kontrakteur, ’n hoofkontrakteur, ’n sub-kontrakteur, ’n slegs-arbeid-kontrakteur, ’n arbeidsmakelaar of ’n werkende werkgewer in die Bounywerheid werkend is; en het ‘in diens hê’, ‘in diens neem’ en ‘diens’ ooreenstemmende betekenis;”.

(7) In die omskrywing “algemene werker”, voeg die volgende nuwe paragraaf (c) in:

“(c) persele patroleer en eiendomme bewaak;”.

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

“‘uurloon’ of ‘uurloonskaal’—

(a) ten opsigte van algemene werkers, toerustingbedieners en drywers in diens kragtens Deel I van die Ooreenkoms die werknemer se uurloon beding ooreenkomstig klausule 29 (3) van Deel I van die Ooreenkoms;

(b) ten opsigte van algemene werkers en vervaardigingswerkers in diens kragtens Deel II van die Ooreenkoms, die werknemer se uurloon beding ooreenkomstig klausule 57 (3) van Deel II van die Ooreenkoms;

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

Substitute the following for subclause (1):

“(1) The purpose of the Agreement shall be to recognise the level of skill of every employee, to provide opportunities for his further progress and to establish levels of remuneration and other conditions of employment for employees in the Building Industry without in any way restricting entrepreneurial initiative and employment opportunities.”

5. CLAUSE 4 OF PART I. — DEFINITIONS

(1) Substitute the following for all the words preceding the definition “Act”:

“Any term used in this Agreement which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and any reference to an Act shall include any amendment thereof and any regulations made thereunder; any other words and/or expressions used in this Agreement shall have their normal dictionary meaning except where trade usage or custom has established a different meaning; further, unless inconsistent with the context—”.

(2) In the definitions “aluminium door/window fixer”, “applicator”, “block layer”, “brushhand painter”, “carpet layer”, “ceiling and partition worker”, “cupboard fixer”, “door hanger”, “resilient floor layer and wall coverer”, “roofer”, “shutterhand”, “skilled scaffolder”, “spray painter”, “tradesman, class 4,” and “waterproofer”, substitute the expression “clause 13 (1)” for the expression “clause 13 (3)”.

(3) In the definition “craftsman”, substitute the expression “clause 13 (5)” for the expression “clause 13 (7)”.

(4) Delete the definitions “country jobs”, “deemed learner”, “emergency work”, “Former Agreement”, “labour-only contract”, “labour-only contractor” and “learner”.

(5) Insert the following new definition after the definition “cupboard fixer”:

“‘designated agent’ means a designated agent of the Council appointed under section 62 (1) of the Act;”.

(6) Insert the following new definitions after the definition “driver”:

“‘employee’ means any person who is employed by or working for any employer and receiving or entitled to receive any remuneration and, subject to section 1 (3) of the Act, any other person whomsoever who in any manner assists in the carrying on or conducting of the business of an employer; and ‘employed’ and ‘employment’ have corresponding meanings;

“‘employer’ means any person whomsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who, subject to section 1 (3) of the Act, permits any person whomsoever in any manner to assist him in the carrying on or conducting of his business and shall include any person who is operating in the Building Industry as a principal contractor, a main contractor, a sub-contractor, a labour-only contractor a labour broker or a working employer; and ‘employ’ and ‘employment’ have corresponding meanings;”.

(7) In the definition “general worker”, insert the following new paragraph (c):

“(c) patrolling premises and guarding property;”.

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

“‘hourly wage’ or ‘hourly wage rate’ means—

(a) in respect of general workers, plant operators and drivers employed under Part I of the Agreement, the employee’s hourly wage rate negotiated in accordance with the provisions of clause 29 (3) of Part I of the Agreement;

(b) in respect of general workers and manufacturing workers employed under Part II of the Agreement, the employee’s hourly wage rate negotiated in accordance with the provisions of clause 57 (3) of Part II of the Agreement;

(c) ten opsigte van werknemers uitgesonderd algemene werkers, vervaardigingswerkers, toerustingbedieners, drywers, kwekelinge en voormanne en algemene voormanne op wie klousule 34 (1) van toepassing is, die werknemer se uurloon voorgeskryf in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms, maar omvat dit nie die addisionele bedrag voorgeskryf in klousule 29 (2) van Deel I van die Ooreenkoms en klousule 57 (2) van Deel II van die Ooreenkoms, indien van toepassing: Met dien verstande dat waar 'n werkgever 'n werknemer gereeld 'n hoër bedrag betaal as dié in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf, dit sodanige hoër bedrag beteken;".

(9) Vervang die omskrywing "geskoolde werknemer" deur die volgende:

"'geskoolde werknemer' iemand wat geskoolde werk, soos in hierdie klousule omskryf, verrig;".

(10) In die omskrywing "toesighoudende personeel", vervang die uitdrukking "klousule 29 (1) (g)" deur die uitdrukking "klousule 29 (1) (c)".

(11) In die omskrywing "ambagsgesel klas 1", vervang die uitdrukking "klousule 13 (6)" deur die uitdrukking "klousule 13 (4)".

(12) In die omskrywing "ambagsgesel klas 2", vervang die uitdrukking "klousule 13 (5)" deur die uitdrukking "klousule 13 (3)".

(13) In die omskrywing "ambagsgesel klas 3", vervang die uitdrukking "klousule 13 (4)" deur die uitdrukking "klousule 13 (2)".

(14) In die omskrywing "kwekeling-ambagsgesel", vervang die uitdrukking "klousule 12 (3)" deur die uitdrukking "klousule 12 (1)".

(15) Vervang die omskrywing "loon" deur die volgende:

"'loon' of 'loonskaal' die uurloon soos in hierdie klousule omskryf;".

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

"'werkdag' 'n dag uitgesonderd Saterdag, Sondag, die openbare vakansiedae wat in klousule 27 (3) (c) voorgeskryf word en dae wat binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word, ten opsigte waarvan die gewone werkure soos in klousule 23 voorgeskryf van toepassing is;

(17) In die omskrywing "werkende werkgever", vervang die uitdrukking "klousule 13 (8)" deur die uitdrukking "klousule 13 (6)".

6. KLOUSULE 6 VAN DEEL I. — VRYSTELLINGS

Vervang subklousule (1) deur die volgende:

"(1) Behoudens artikel 51 (3) van die Wet, kan die Raad vrystelling van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen."

7. KLOUSULE 7 VAN DEEL I. — AGENTE

(1) Vervang die opskrif van klousule 7 deur die volgende:

"7. AGENTE EN AANGEWSE AGENTE"

(2) Voeg die volgende nuwe subklousules (5) en (6) in:

"(5) Die Raad kan die Minister versoek om 'n agent as 'n aangewese agent kragtens artikel 62 (1) aan te stel.

(6) Elke werkgever en werknemer moet 'n aangewese agent toelaat om die bevoegdhede uit te oefen wat by artikel 62 (4) gelees met artikel 61 van die Wet aan hom verleen word."

8. KLOUSULE 8 VAN DEEL I. — ONGELDIGE KONTRAKTE EN VERBOD OP AFSTANDDOENING VAN BEPALINGS VAN OOREENKOMS

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

"(1) Geen werkgever of geskoolde werknemer mag 'n ooreenkoms of dienskontrak aangaan nie, hetsy uitdruklik of stilswyend, wat toelaat dat aan die werknemer minder besoldiging betaal word as wat in hierdie Ooreenkoms voorgeskryf word, of dat hy op minder gunstige wyse behandel word 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 geskoolde 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."

(c) in respect of employees other than general workers, manufacturing workers, plant operators, drivers, trainees and foremen and general foremen to whom the provisions of clause 34 (1) are applicable, the employee's hourly wage prescribed in clause 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, and shall exclude the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable: Provided that where an employer regularly pays an employee an amount higher than that prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, it means such higher amount;".

(9) Substitute the following for the definition "skilled employee":

"'skilled employee' means any person who is engaged on skilled work as defined in this clause;".

(10) In the definition "supervisory staff", substitute the expression "clause 29 (1) (c)" for the expression "clause 29 (1) (g)".

(11) In the definition "tradesman, class 1," substitute the expression "clause 13 (4)" for the expression "clause 13 (6)".

(12) In the definition "tradesman, class 2," substitute the expression "clause 13 (3)" for the expression "clause 13 (5)".

(13) In the definition "tradesman, class 3," substitute the expression "clause 13 (2)" for the expression "clause 13 (4)".

(14) In the definition "trainee tradesman", substitute the expression "clause 12 (1)" for the expression "clause 12 (3)".

(15) Substitute the following for the definition "wage":

"'wage' or 'wage rate' means the hourly wage as defined in this clause;".

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

"'working day' means any day, other than Saturday, Sunday, the public holidays prescribed in clause 27 (3) (c) and days falling within the holiday period prescribed in clause 27 (3) (b), in respect of which the ordinary hours of work laid down in clause 23 apply;".

(17) In the definition "working employer", substitute the expression "clause 13 (6)" for the expression "clause 13 (8)".

6. CLAUSE 6 OF PART I. — EXEMPTIONS

Substitute the following for subclause (1):

"(1) Subject to the provisions of section 51 (3) of the Act, the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement."

7. CLAUSE 7 OF PART I. — AGENTS

(1) Substitute the following for the heading to clause 7:

"7. AGENTS AND DESIGNATED AGENTS"

(2) Insert the following new subclauses (5) and (6):

"(5) The Council may request the Minister to appoint an agent as a designated agent in terms of the provisions of section 62 (1) of the Act.

(6) Every employer and employee shall permit a designated agent to exercise the powers conferred upon him in terms of section 62 (4) read with section 61 of the Act."

8. CLAUSE 8 OF PART I. — INVALID CONTRACT AND PROHIBITION OF WAIVING PROVISIONS OF AGREEMENT

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

"(1) No employer or skilled employee may enter into any agreement or service contract, express or implied, to permit of the payment to that skilled employee of remuneration less than that prescribed in this Agreement, or of the application to that skilled 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 skilled 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."

9. KLOUSULE 10 VAN DEEL I.—INDIENSNEEMING VAN MINDERJARIGES

Skrap klausule 10.

10. KLOUSULE 11 VAN DEEL I.—ONDERNEMING VAN ANDER BOUWERK TERWYL IN DIENS VAN 'N WERKGEWER

Skrap klausule 11.

11. KLOUSULE 12 VAN DEEL I.—REGISTRASIE VAN KWEKELING-AMBAGSGESELLE

(1) Skrap subklausules (1) en (2) en hernommer subklausules (3) en (4) om te lui subklausules (1) en (2).

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

(2) (a) 'n Werkgewer mag niemand, behalwe 'n voorman, 'n algemene voorman, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klausule 29 (1) (b), (c) of (d) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as kwekeling-ambagsgesel wat ingevolge subklausule (1) (f) aan hom uitgereik is.

(b) Niemand behalwe 'n voorman, 'n algemene voorman, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klausule 29 (1) (b), (c) of (d) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as kwekeling-ambagsgesel wat ingevolge subklausule (1) (f) aan hom uitgereik is."

12. KLOUSULE 13 VAN DEEL I.—REGISTRASIE VAN AMBAGSGESELLE, VAKMANNE EN WERKENDE WERKGEWERS

Vervang klausule 13 deur die volgende:

"13. REGISTRASIE VAN AMBAGSGESELLE, VAKMANNE EN WERKENDE WERKGEWERS

(1) *Registrasie van ambagsgeselle klas 4.*—(a) Iemand uitgesonderd 'n persoon in subklausules (2) tot en met (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klausule 29 (1) (a) of (d) voorgeskryf word, en wie se spesifieke en uitsluitlike funksie dit is om—

(i) werk te verrig wat gedoen kan word deur aanwenders, blokkeërs, matleërs, plafon- en afskortingswerkers, veerkragtige vloerleërs, en -muurbedekkers, dakwerkers, geskoolde steieroprigters en waterdigters, soos in klausule 4 omskryf; of

(ii) die spesifieke take te verrig van 'n aluminiumdeur-/vensterinstalleerder, grofskilderverwer, kasinstalleerder, deurehanger, bekistingwerker of spuitverwer, soos in klausule 4 omskryf, of ander spesifieke take wat van tyd tot tyd deur die Raad bepaal word, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 4 en moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klausule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 4 uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a).

(2) *Registrasie van ambagsgeselle klas 3.*—(a) Iemand uitgesonderd 'n persoon in klausules (1) en (3) tot en met (5) en (7) bedoel of 'n voorman, 'n algemene voorman, 'n werkende werkgewer, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klausule 29 (1) (a) of (d) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

(i) òf 33 persent of meer maar minder as 66 persent van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;

(ii) òf wat werkzaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidspeil bereik het wat gelyk is aan dié in subparagraaf (i) voorgeskryf;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 3 en moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

9. CLAUSE 10 OF ART I.—EMPLOYMENT OF MINORS

Delete clause 10.

10. CLAUSE 11 OF PART I.—UNDERTAKING OF OTHER BUILDING WORK WHILST IN THE EMPLOY OF AN EMPLOYER

Delete clause 11.

11. CLAUSE 12 OF PART I.—REGISTRATION OF TRAINEE TRADESMEN

(1) Delete subclauses (1) and (2) and renumber subclauses (3) and (4) to read subclauses (1) and (2).

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

"(2) (a) No employer shall employ any person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (b), (c) or (d), to perform skilled work unless such person is in possession of a certificate of registration as a trainee tradesman issued to him in terms of subclause (1) (f).

(b) No person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (b), (c) or (d), shall perform skilled work unless such person is in possession of a certificate of registration as a trainee tradesman issued to him in terms of subclause (1) (f)."

12. CLAUSE 13 OF PART I.—REGISTRATION OF TRADESMEN, CRAFTSMEN AND WORKING EMPLOYERS

Substitute the following for clause 13:

"13. REGISTRATION OF TRADESMEN, CRAFTSMEN AND WORKING EMPLOYERS

(1) *Registration of tradesmen, Class 4.*—(a) Any person, other than a person referred to in subclauses (2) to (5) inclusive or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who, as his specific and exclusive function—

(i) carries out work which may be performed by applicators, block layers, carpet layers, ceiling and partition workers, resilient floor layers and wall coverers, roofers, skilled scaffolders and waterproofers, as defined in clause 4; or

(ii) carries out the specified tasks of an aluminium door/window fixer, a brushhand painter, a cupboard fixer, a door hanger, a shutterhand or a spray painter, as defined in clause 4, or any other specified tasks which may be determined by the Council from time to time;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 4, to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 4, to a person who complies with the provisions of paragraph (a).

(2) *Registration of tradesmen, Class 3.*—(a) Any person, other than a person referred to in subclauses (1) and (3) to (5) inclusive or a foreman, a general foreman, a working employer an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d) who performs skilled work in the Industry and who has either—

(i) completed 33 per cent or more but less than 66 per cent of the modules in any competence based modular training scheme which may be recognised by the Council from time to time; or

(ii) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 3, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 3 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a).

(3) *Registrasie van ambagsgeselle klas 2.*—(a) Iemand, uitgesonderd 'n persoon in subklousule (1), (2), (4) en (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

(i) of 66 persent of meer van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het maar wat nie kwalifiseer vir registrasie as 'n ambagsgesel klas 1 ooreenkomstig subklousule (4) nie;

(ii) of wat werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidspeil bereik het wat gelyk is aan dié in subparagraaf (i) voorgeskryf;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 2 en sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 2 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a).

(4) *Registrasie van ambagsgeselle klas 1.*—(a) Iemand uitgesonderd 'n persoon in subklousule (1), (2), (3) en (5) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

(i) of 'n vakleerlingkontrak deur verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;

(ii) of 'n opleidingstydperk deur verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;

(iii) of—

(aa) 'n bekwaamheidspeil bereik het wat daaraan gelyk is dat hy 66 persent of meer van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken, voltooi het;

(ab) en minstens vier agtereenvolgende jare werksaam was in die Bounywerheid, hetsy in die Middellandse gebied of elders, in enigen van die ambagte aangewys ingevolge die Wet op Mannekragopleiding, 1981, en wat minstens 80 persent van dié tydperk deur middel van die seëlstelsel tot die Vakansiefonds vir die Bounywerheid bygedra het;

(iv) of werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidspeil bereik het wat gelyk is aan dié in subparagraaf (i), (ii) of (iii) voorgeskryf;

moet by die Raad, in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 1 en moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 1 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a).

(5) *Registrasie van vakmanne.*—(a) Iemand uitgesonderd 'n persoon in subklousules (1) tot en met (4) bedoel of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en aan wie 'n Nasionale Tegnieke Sertifikaat, Deel II (N2), of 'n hoër sertifikaat, uitgereik is en wat—

(i) of 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het;

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 3, to a person who complies with the provisions of paragraph (a).

(3) *Registration of tradesmen, Class 2.*—(a) Any person, other than a person referred to in subclauses (1), (2), (4) and (5) or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who performs skilled work in the Industry and who has either—

(i) completed 66 per cent or more of the modules in any competence based modular training scheme which may be recognised by the Council from time to time but does not qualify for registration as a tradesman, Class 1, in accordance with the provisions of sub-clause (4); or

(ii) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level or ability equivalent to the prescribed in subparagraph (i);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 2, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 2, to a person who complies with the provisions of paragraph (a).

(4) *Registration of tradesmen, Class 1.*—(a) Any person, other than a person referred to in subclauses (1), (2), (3) and (5) or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who performs skilled work in the Industry and who has either—

(i) completed or been deemed to have 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

(ii) completed or been deemed to have 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; or

(iii) (aa) achieved a level of ability equivalent to having completed 66 per cent or more of the modules in any competence based modular training scheme which may be recognised by the Council from time to time; and

(ab) been employed in the Building Industry, either in the Midlands area or elsewhere, in any one of the trades designated under the Manpower Training Act, 1981, for at least four consecutive years, having for not less than 80 per cent of the period contributed, through the medium of the stamp system, to the Holiday Fund for the Building Industry; or

(iv) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i), (ii) or (iii);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 1, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 1, to a person who complies with the provisions of paragraph (a).

(5) *Registration of craftsmen.*—(a) Any person, other than a person referred to in subclauses (1) to (4) inclusive or a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), who performs skilled work in the Industry and who has been issued with a National Technical Certificate, Part II (N2), or a higher certificate and has either—

(i) completed or been deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(ii) of 'n opleidingstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het;

(iii) of in besit van 'n bevoegdheidsertifikaat wat kragtens artikel 27 (1) van die Wet op Mannekragopleiding, 1981, uitgereik is of geag word uitgereik te gewees het of 'n sertifikaat met die strekking dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van genoemde Wet;

(iv) of 100 persent van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman en moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as vakman uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a).

(6) *Registrasie van werkende werkgewers.* — 'n Werkende werkgewer wat gereeld 24 uur of langer per week geskoolde werk in die Nywerheid verrig, moet by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman, *mutatis mutandis* op die wyse in subklousule (5) voorgeskryf.

(7) (a) Iemand wat nie in die kategorieë in subklousule (2) tot en met (5) bedoel, val nie, en wat om 'n registrasiesertifikaat as ambagsgesel of as vakman aansoek wil doen, moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(b) 'n Werkende werkgewer wat gereeld 24 uur of langer per week geskoolde werk verrig en wat nie in die kategorieë val wat in subklousule (5) bedoel word nie, moet, indien hy om 'n registrasiesertifikaat as vakman aansoek wil doen, sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(c) Die Raad kan na goeddunke en behoudens klousule 15 'n registrasiesertifikaat uitreik aan iemand in paragraaf (a) of (b) bedoel, en sodanige sertifikaat moet geag word uitgereik te gewees het ooreenkomstig subklousule (2) (b), (3) (b), (4) (b) of (5) (b), naamlik die een wat van toepassing is.

(8) (a) 'n Werkgewer mag nie iemand, uitgesonderd 'n voorman, algemene voorman, vakleerling, kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

(b) 'n Werkende werkgewer mag nie gereeld geskoolde werk 24 uur of langer elke week verrig nie, tensy sodanige werkende werkgewer in besit is van 'n registrasiesertifikaat wat ingevolge subklousule (5) (b), gelees met subklousule (6), aan hom uitgereik is.

(c) Niemand behalwe 'n voorman, algemene voorman, vakleerling, kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (a) of (d) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is."

13. KLOUSULE 16 VAN DEEL I. — REGISTRASIE VAN WERKGEWERS

In subklousule (1), voeg die volgende nuwe paragraaf (f) in:

"(f) bewys dat hy as werkgewer geregistreer is —

(i) by die Kommissaris van Binnelandse Inkomste kragtens paragraaf 15 van Bylae IV van die Inkomstebelastingwet, 1962;

(ii) by die Direkteur-generaal: Mannekrag kragtens artikel 28 van die Werkloosheidsversekeringswet, 1966;

(iii) by die Ongevallekommissaris kragtens artikel 96 van die Ongevallewet, 1941."

(ii) completed or been deemed to have completed a period of training in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(iii) been issued or been deemed to have been issued with a certificate of proficiency under section 27 (1) of the Manpower Training Act, 1981, or a certificate stating that he has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the said Act; or

(iv) completed 100 per cent of the modules in any competence based modular training scheme which may be recognised by the Council from time to time;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a craftsman to a person who complies with the provisions of paragraph (a).

(6) *Registration of working employers.* — A working employer who regularly performs skilled work in the Industry for 24 hours or more per week shall apply to the Council for a certificate of registration as a craftsman to be issued to him, *mutatis mutandis* in the manner prescribed in subclause (5).

(7) (a) Any person who does not fall within the categories referred to in subclauses (2) to (5) inclusive shall, if desirous of applying for a certificate of registration as a tradesman or a craftsman, furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate.

(b) Any working employer who regularly performs skilled work in the Industry for 24 hours or more each week and who does not fall within the categories referred to in subclause (5) shall, if desirous of applying for a certificate of registration as a craftsman, furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate.

(c) The Council may, in its discretion and subject to the provisions of clause 15, issue a certificate of registration to a person referred to in paragraph (a) or (b), and such certificate shall be deemed to have been issued in accordance with the provisions of subclause (2) (b), (3) (b), (4) (b) or (5) (b), whichever is applicable.

(8) (a) No employer shall employ any person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), to perform skilled work, unless such person is in possession of a certificate of registration issued to him in terms of this clause.

(b) No working employer shall regularly perform skilled work for 24 hours or more each week unless such working employer is in possession of a certificate of registration issued to him in terms of subclause (5) (b), read with subclause (6).

(c) No person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (a) or (d), shall perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause."

13. CLAUSE 16 OF PART I. — REGISTRATION OF EMPLOYERS

In subclause (1), insert the following new paragraph (f):

"(f) proof that he is registered as an employer —

(i) with the Commissioner of Inland Revenue in terms of paragraph 15 of Schedule IV to the Income Tax Act, 1962;

(ii) with the Director-General: Manpower in terms of section 28 of the Unemployment Insurance Act, 1966;

(iii) with the Workmen's Compensation Commissioner in terms of section 96 of the Workmen's Compensation Act, 1941."

14. KLOUSULE 17 VAN DEEL I.—SLEGS-ARBEID-KONTRAKTEURS EN SLEGS-ARBEID KONTRAKTE

Vervang klausule 17 en die opskrif deur die volgende:

“17. SUB-KONTRAKTE EN SLEGS-ARBEID-KONTRAKTE

(1) *Die aangaan van werk ooreenkomstig 'n sub-kontrak of 'n slegs-arbeid-kontrak.* —Niemand mag werk ooreenkomstig 'n sub-kontrak of 'n slegs-arbeid-kontrak in die Bounywerheid aangaan nie tensy hy ooreenkomstig klausule 16 by die Raad as werkgever geregistreer is of, indien hy nie 'n werkgever is nie, asof hy 'n werkgever is.

(2) *Die uitbesteding van werk op 'n sub-kontrak- of 'n slegs-arbeid-kontrakgrondslag.* —'n Werkgever mag nie werk in die Bounywerheid aan iemand op 'n sub-kontrak- of 'n slegs-arbeid/kontrakgrondslag uitbestede nie tensy so iemand ooreenkomstig klausule 16 by die Raad as werkgever geregistreer is of, indien hy nie 'n werkgever is nie, asof hy 'n werkgever is. Die onus berus by die werkgever wat sodanige werk uitbestede om homself daarvan te oortuig dat die betrokke persoon aldus geregistreer is.

(3) Vir die toepassing van hierdie klausule beteken die uitdrukking 'slegs-arbeid-kontrak' 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens iemand onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;”

15. KLOUSULE 18 VAN DEEL I.—KOPIEË VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

Vervang klausule 18 deur die volgende:

“18. KOPIEË VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

(1) Die Raad moet een kopie van hierdie Ooreenkoms en van alle latere wysigings, verlengings, hernuings of herbekragtiging, daaraan aan elke werkgever verskaf.

(2) 'n Werkgever moet 'n kopie van die Ooreenkoms te alle tye beskikbaar hou en, wanneer daarom versoek, dit aan 'n werknemer beskikbaar stel.”

16. KLOUSULE 19 VAN DEEL I.—AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD

Vervang klausule 19 deur die volgende:

“19. AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD

(1) Artikel 57 (1) van die Wet, wat betrekking het op aantekeninge wat deur 'n werkgever gehou moet word ten opsigte van alle persone by hom in diens, word geag in hierdie Ooreenkoms ingelyf te wees.

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

17. KLOUSULE 19A VAN DEEL I.—GRIEWE, DISSIPLINÊRE EN DIENSBEEÏNDIGINGSPROSEDURES EN BESLEGTING VAN GESKILLE

In subklausule (2)—

(1) vervang paragraaf (b) deur die volgende:

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

(2) vervang paragrafe (d) tot en met (f) deur die volgende:

“(d) Indien 'n geskil nie deur bemiddeling ooreenkomstig paragraaf (c) besleg word nie, moet die beamppte wat deur die Raad as bemiddelaar genomineer is sodanige geskil na die Sekretaris verwys en moet die Sekretaris, deur verdere bemiddeling, poog om die partye by die geskil te oorrreed om sodanige geskil deur onderlinge ooreenkoms te besleg.

14. CLAUSE 17 OF PART I.—LABOUR-ONLY CONTRACTORS AND LABOUR-ONLY CONTRACTS

Substitute the following for clause 17 and its heading:

“17. SUB-CONTRACTS AND LABOUR-ONLY CONTRACTS

(1) *Undertaking of work in terms of a sub-contract or a labour-only contract.* —No person shall undertake work in the Building Industry in terms of a sub-contract or a labour-only contract unless he is registered with the Council as an employer or, if he is not an employer, as if he were an employer, in accordance with the provisions of clause 16.

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

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

15. CLAUSE 18 OF PART I.—COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

Substitute the following for clause 18:

“18. COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

(1) The Council shall furnish one copy of this Agreement and of any subsequent amendment, extension, renewal or re-enactment thereof to each employer.

(2) An employer shall keep a copy of the Agreement available at all times and, when requested to do so, shall make it available to any employee.”

16. CLAUSE 19 OF PART I.—RECORDS TO BE KEPT BY EMPLOYERS

Substitute the following for clause 19:

“19. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provisions of section 57 (1) of the Act relating to the keeping of records by an employer in respect of all persons employed by him, shall be deemed to be incorporated in this Agreement.

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

17. CLAUSE 19A OF PART I.—GRIEVANCE, DISCIPLINARY AND DISMISSAL PROCEDURES AND SETTLEMENT OF DISPUTES

In subclause (2)—

(1) substitute the following for paragraph (b):

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

(2) substitute the following for paragraphs (d) to (f) inclusive:

“(d) Where a dispute is not settled by mediation in accordance with the provisions of paragraph (c), the official nominated by the Council as mediator shall refer such dispute to the Secretary and the Secretary shall, through further mediation, endeavour to get the parties to the dispute to settle such dispute by agreement between themselves.

(e) Indien 'n geskil nie deur bemiddeling ooreenkomstig paragraaf (d) besleg word nie, moet sodanige geskil beskou word as nie deur die Raad besleg te wees nie en moet die Sekretaris, behoudens artikel 46 (9) (b) (i) van die Wet, sodanige geskil na die Nywerheidshof vir vasstelling verwys, tensy al die partye by die geskil ooreenkom dat die geskil nie aldus verwys moet word nie.

(f) Wanneer hulle 'n geskil bemiddel wat na hulle verwys is, moet die beampte wat deur die Raad genomineer is of die Sekretaris die bepalings van enige griewe- dissiplinêre- en diensbeëindigingsprosedures wat ingestel is deur 'n werkgever wat 'n party by die geskil is in aanmerking neem, en indien geen sodanige prosedure ingestel is nie, kan hy enige riglyne wat ooreenkomstig subklousule (1) (b) deur die Raad neergelê is, in oorweging neem."

18. KLOUSULE 20 VAN DEEL I. — DIENSOPSKORTING

(1) In subklousule (1), vervang al die woorde voor paragraaf (a) deur die volgende:

"(1) Behoudens klousules 30 en 32 kan 'n werkgever die diens van 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (d) voorgeskryf word, tydelik opskort sonder om aanspreeklik te wees vir die betaling van die besoldiging van sodanige werknemer gedurende die opskortingstydperk—"

(2) In subklousule (4), vervang al die woorde voor paragraaf (a) en paragraaf (a) deur die volgende:

"(4) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) 'n regsgeldige rede' 'n regsgeldige rede soos in klousule 21 (4) omskryf;"

19. KLOUSULE 21 VAN DEEL I. — DIENSBEËINDIGING

Vervang subklousule (4) deur die volgende:

"(4) Vir die toepassing van hierdie klousule omvat die uitdrukking 'n regsgeldige rede', sonder om die gewone betekenis van die uitdrukking enigsins te beperk, arbeidsreg gebaseer op riglyne vasgestel deur die Nywerheidshof ooreenkomstig die beginsels van regverdigheid en billikheid."

20. KLOUSULE 23 VAN DEEL I. — GEWONE WERKURE

Vervang klousule 23 deur die volgende:

"23. GEWONE WERKURE

(1) Behoudens klousule 26 en subklousule (2), (3) en (4), is die gewone werkure 8 uur per dag van Maandag tot Vrydag en 40 uur per week.

(2) Die tye waarop werk elke dag begin en eindig moet word, moet by ooreenkoms tussen die werkgever en sy werknemers bepaal word.

(3) Behoudens subklousule (4), val reistyd na of van werk buite die werkure wat in hierdie klousule voorgeskryf word.

(4) Waar 'n werknemer op dieselfde dag na meer as een werk gestuur word om daar te gaan werk, daar vir die tyd wat bestee word om van die een werk na die volgende te reis, betaal moet word as tyd gewerk teen sy uurloonskaal."

21. KLOUSULE 24 VAN DEEL I. — OORTYDWERK

Vervang klousule 24 deur die volgende:

"24. OORTYDWERK

(1) Behoudens klousule 32 kan 'n werkgever 'n werknemer toelaat om oortyd te werk, en 'n werkende werkgever of 'n werknemer kan oortyd werk.

(2) Oortydwerk wat ooreenkomstig hierdie klousule van 'n werknemer vereis word, moet op 'n vrywillige grondslag wees en die weiering van 'n werknemer, om watter rede ook al, om sodanige oortydwerk te doen, is nie 'n regsgeldige rede vir die ontslag van sodanige werknemer nie.

(3) Die gewone werkure plus oortydure mag hoogstens 56 per week beloop."

22. KLOUSULE 25 VAN DEEL I. — SKOFWERK

Skrap klousule 25.

(e) Where a dispute is not settled by mediation in accordance with the provisions of paragraph (d), such dispute shall be regarded as not having been settled by the Council and the Secretary shall, subject to the provisions of section 46 (9) (b) (i) of the Act, refer the dispute to the Industrial Court for determination unless all the parties to the dispute agree that the dispute shall not be so referred.

(f) When they are mediating in a dispute that has been referred to them, the official nominated by the Council as mediator or the Secretary shall take into consideration the provisions of any grievance, disciplinary and dismissal procedure that has been established by an employer who is a party to a dispute and, if no such procedure has been established, may take into account the provisions of any guidelines issued by the Council in accordance with the provisions of subclause (1) (b)."

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

(1) In subclause (1), substitute the following for all the words preceding paragraph (a):

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

(2) In subclause (4), substitute the following for the words preceding paragraph (a) and paragraph (a):

"(4) For the purpose of this clause—

(a) 'any cause recognised by law as sufficient' means any cause recognised by law as sufficient as defined in clause 21 (4);"

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

Substitute the following for subclause (4):

"(4) 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 labour law based on guidelines determined by the industrial court in accordance with principles of fairness and equity."

20. CLAUSE 23 OF PART I. — ORDINARY HOURS OF WORK

Substitute the following for clause 23:

"23. ORDINARY HOURS OF WORK

(1) Subject to the provisions of clause 26 and subclauses (2), (3) and (4), the ordinary hours of work shall be 8 hours per day from Monday to Friday and 40 hours per week.

(2) The times when work shall start and finish on each day, shall be determined by agreement between the employer and his employees.

(3) Subject to the provisions of subclause (4), time spent in travelling to or from a job shall be outside the ordinary hours of work prescribed in this clause.

(4) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from the one job to the next job shall be paid for as time worked at his hourly wage rate."

21. CLAUSE 24 OF PART I. — OVERTIME

Substitute the following for clause 24:

"24. OVERTIME

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

(2) Overtime required of an employee in terms of this clause shall be on a voluntary basis and the refusal of an employee to work such overtime for any reason shall not constitute good cause for the dismissal of such employee.

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

22. CLAUSE 25 OF PART I. — SHIFTWORK

Delete clause 25.

23. KLOUSULE 27 VAN DEEL I.—AANSPRAAK OP EN BETALING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

Vervang klousule 27 deur die volgende:

“27. AANSPRAAK OP EN BETALING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Behoudens subklousules (2) en (3) is 'n algemene werker, 'n toerustingbediener, 'n drywer, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 29 (1) voorgeskryf word wat 24 uur of langer in elk van die 48, 49 of 50 werkweke gewerk het gedurende die seëljaar, geregtig—

(a) op 15 werkdag verlof met besoldiging, wat geneem moet word gedurende die vakansietydperk in subklousule (3) (b) voorgeskryf na die einde van die seëljaar; en

(b) om betaal te word vir elkeen van die openbare vakansiedae in subklousule (3) (c) voorgeskryf wat op 'n gewone werkdag val:

Met dien verstande dat 'n werknemer wat minder as 48, 49 of 50 werkweke gedurende 'n seëljaar gewerk het slegs op 'n *pro rata*-grondslag op verlof met besoldiging en op vakansiedae met besoldiging geregtig is in verhouding tot die getal weke wat hy 24 uur of langer per week gedurende dié seëljaar gewerk het.

(2) Betaling ten opsigte van die verlof met besoldiging en openbare vakansiedae met besoldiging in subklousule (1) voorgeskryf, moet geskied op die wyse voorgeskryf in klousule 35, gelees met klousules 33 en 42.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking—

(a) 'seëljaar' die tydperk van die Maandag ná die laaste Vrydag in Oktober van 'n jaar tot die laaste Vrydag in Oktober van die volgende jaar;

(b) 'vakansietydperk' of 'jaarlikse vakansietydperk' die tydperk wat 'n aanvang sal neem op die Vrydag onmiddellik voor 16 Desember, of op sodanige dag as wat die Raad mag bepaal, dog nie later as 16 Desember in elke jaar nie;

(c) 'openbare vakansiedag' enige van die volgende dae:

(i) Die openbare feesdae wat in artikel 1 van die Wet op Openbare Feesdae, 1952, voorgeskryf word of wat by proklamasie kragtens artikel 2 van genoemde Wet verklaar is;

(ii) die Vrydag wat onmiddellik op Hemelvaartsdag volg.”

24. KLOUSULE 28 VAN DEEL I.—VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Skrap klousule 28.

25. KLOUSULE 29 VAN DEEL I.—MINIMUM LOONSKALE EN REIS- EN VERBLYFTOELAE

Vervang klousule 29 en die opskrif deur die volgende:

“29. LOONSKALE

(1) Behoudens subklousules (2) tot en met (5) en klousules 30 tot en met 32, is die volgende die voorgeskrewe loonskale vir die verskillende kategorieë werknemers uitgesonderd algemene werkers, toerustingbedieners en drywers:

Kategorie werknemer	Per uur R
(a) Kwekeling-ambagsgeselle wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 12 (1) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema gebaseer op vaardigheid:	
(i) Minder as 33 persent	3,10
(ii) 33 persent of meer maar minder as 66 persent	4,41
(iii) 66 persent of meer	5,76
(b) Ambagsgeselle:	
(i) Klas 4	3,10
(ii) Klas 3	4,41
(iii) Klas 2	5,76
(iv) Klas 1	6,69

23. CLAUSE 27 OF PART I.—ENTITLEMENT TO AND PAYMENT FOR ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

Substitute the following for clause 27:

“27. ENTITLEMENT TO AND PAYMENT FOR ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) Subject to the provisions of subclauses (2) and (3), a general worker, a plant operator, a driver, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) who has worked for 24 hours or more in each of the 48, 49 or 50 working weeks during a stamp year, shall be entitled—

(a) to 15 working days' paid leave, which shall be taken during the holiday period prescribed in subclause (3) (b) following the end of the stamp year; and

(b) to be paid for each of the public holidays prescribed in subclause (3) (c) which falls on an ordinary working day:

Provided that an employee who has worked for less than 48, 49 or 50 working weeks during a stamp year shall only be entitled to paid leave and to paid public holidays on a *pro rata* basis in relation to the number of weeks in which he worked for 24 hours or more per week during that stamp year.

(2) Payment in respect of the paid leave and paid public holidays prescribed in subclause (1) shall be made in the manner prescribed in clause 35, read with clauses 33 and 42.

(3) For the purposes of this clause, the expression—

(a) 'stamp year' means the period from the Monday following the last Friday in October of one year to the last Friday in October of the following year;

(b) 'holiday period' or 'annual holiday period' means the period which shall commence on the Friday immediately before 16 December, or on such day as the Council may determine but which shall not be later than 16 December, in each year;

(c) 'public holidays' means any of the following days:

(i) Any public holiday prescribed in section 1 of the Public Holidays Act, 1952, or by proclamation under section 2 of the said Act;

(ii) the Friday immediately following Ascension Day.”

24. CLAUSE 28 OF PART I.—HOLIDAY PERIOD AND PUBLIC HOLIDAYS

Delete clause 28.

25. CLAUSE 29 OF PART I.—MINIMUM WAGE RATES AND TRAVELLING AND SUBSISTENCE ALLOWANCES

Substitute the following for clause 29 and its heading:

“29. WAGE RATES

(1) Subject to the provisions of subclauses (2) to (5) inclusive and clauses 30 to 32 inclusive, the following shall be the prescribed wage rates for the various categories of employees other than general workers, plant operators and drivers:

Category of employee	Per hour R
(a) Trainee tradesmen serving under contracts of traineeship registered in terms of clause 12 (1) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	3,10
(ii) 33 per cent or more but less than 66 per cent	4,41
(iii) 66 per cent or more	5,76
(b) Tradesmen:	
(i) Class 4	3,10
(ii) Class 3	4,41
(iii) Class 2	5,76
(iv) Class 1	6,69

Kategorie werknemer	Per uur R
(c) Vakmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge	8,84
(d) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word
(e) Vakleerlinge:	
(i) Eerste jaar	3,04
(ii) Tweede jaar	3,68
(iii) Derde jaar	4,97

(2) Die loonskaal in subklousule (1) voorgeskryf vir 'n werknemer, uitgesonderd iemand wat ooreenkomstig klousule 13 (5) as 'n vakman geregistreer is, moet verhoog word—

(a) met 5 persent indien 'n Nasionale Tegniese Sertifikaat, Deel II (N2), aan sodanige werknemer uitgereik is; of

(b) met 10 persent indien 'n Nasionale Tegniese Sertifikaat, Deel III (N3), aan sodanige werknemer uitgereik is:

Met dien verstande dat die loonskaal wat aldus bereken is tot die naaste sent per uur afgerond moet word.

(3) Die loonskaal wat aan 'n algemene werker, 'n toerustingbediener of a drywer betaal moet word, moet by ooreenkoms tussen die werkgever en die werknemer op 'n redelike en billike wyse bepaal word.

(4) 'n Werknemer vir wie lone in klousule 29 (1) (a), (b) of (c), voorgeskryf word en wat nie werk kan vind teen die loonskaal in subklousule (1) voorgeskryf vir die kategorie werknemer waarin hy ingevolge klousule 12 of 13 geregistreer is nie, kan op aansoek 'n vrystellingsertifikaat verkry wat hom toelaat om werk te soek en om die loon vir 'n laer kategorie werknemer betaal te word.

(5) Behoudens klousule 8 mag niks in hierdie Ooreenkoms die uitwerking hê dat die besoldiging wat aan 'n geskoolde werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en sodanige werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié wat vir sy kategorie werknemer voorgeskryf word, moet sodanige hoër loon bly ontvang terwyl hy in dieselfde kategorie werknemer by dieselfde werkgever in diens is."

26. KLOUSULE 30 VAN DEEL I. — GEWAARBORGDE MINIMUM WEEK — GURE WEER

Vervang subklousule (1) deur die volgende:

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

(a) Klousule 32 (3) is van toepassing ten opsigte van enige oortyd gewerk deur sodanige werknemer in daardie week;

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

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

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

Category of employee	Per hour R
(c) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding trainees	8,84
(d) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices
(e) Apprentices:	
(i) First year	3,04
(ii) Second year	3,68
(iii) Third year	4,97.

(2) The wage rate prescribed in subclause (1) for any employee, other than a person who is registered as a craftsman in accordance with the provisions of clause 13 (5), shall be increased—

(a) by 5 per cent if such employee has been issued with a National Technical Certificate, Part II (N2); or

(b) by 10 per cent if such employee has been issued with a National Technical Certificate, Part III (N3);

Provided that the wage rate so calculated shall be rounded up or down to the nearest cent per hour.

(3) The wage rate payable to a general worker, a plant operator or a driver shall be determined, in a fair and equitable manner, by negotiation between the employer and the employee.

(4) Any employee for whom wages are prescribed in clause 29 (1) (a), (b) or (c), who is unable to find employment at the rate of pay prescribed in subclause (1) for the category of employee in which he is registered in terms of clause 12 or 13, shall be entitled on application to receive a licence of exemption to permit him to seek employment and to be paid the rate of pay for a lower category of employee.

(5) Subject to the provisions of clause 8, nothing in this Agreement shall operate to reduce the remuneration which is being paid to a skilled employee on the date on which this Agreement comes into operation, and any such employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his category of employee shall continue to receive such higher rate whilst employed by the same employer in the same category of employee."

26. CLAUSE 30 OF PART I. — GUARANTEED MINIMUM WEEK — INCLEMENT WEATHER

Substitute the following for subclause (1):

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

(a) The provisions of clause 32 (3) shall apply in respect of the payment for any overtime worked by such employee in that week;

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

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

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

27. KLOUSULE 31 VAN DEEL I.—LOONSKALE WAT BETAAL MOET WORD AAN ONGEREGISTREERDE PERSONE WAT GESKOOLDE WERK VERRIG

Vervang klousule 31 deur die volgende:

“31. LOONSKALE WAT BETAAL MOET WORD AAN ONGEREGISTREERDE PERSONE WAT GESKOOLDE WERK VERRIG

Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, waar 'n werkgewer iemand in diens neem om geskoolde werk te verrig en sodanige persoon nie ingevolge klousules 12, 13 of 14 by die Raad as 'n geskoolde werknemer geregistreer is nie, is die werkgewer nie onthef van sy verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom indien so iemand as 'n geskoolde werknemer behoorlik geregistreer was nie.”

28. KLOUSULE 32 VAN DEEL I.—BETALING VIR OORTYDWERK

Vervang klousule 32 deur die volgende:

“32. BETALING VIR OORTYDWERK

(1) 'n Werknemer van wie vereis word om te eniger tyd te werk buite die ure in klousule 23 voorgeskryf, moet soos volg betaal word:

(a) Behoudens subklousules (2) en (3), sy uurloon ten opsigte van oortyd gewerk—

(i) tot een uur daaglik van Maandag tot en met Vrydag;

(ii) op 'n openbare vakansiedag in klousule 27 (3) (c) voorgeskryf wat nie binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word nie;

(b) behoudens subklousules (2) en (3), een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) langer as een uur oortyd daaglik van Maandag tot en met Vrydag;

(ii) op Saterdag voor 16:30;

(c) behoudens subklousules (2) en (3), dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) op Saterdag na 16:30;

(ii) op Sondag en tot 07:00 op Maandag;

(iii) op 'n openbare vakansiedag in klousule 27 (3) (c) voorgeskryf wat binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word;

Met dien verstande dat subparagrafe (i) en (ii) van toepassing is ongeag of die genoemde dae binne of buite die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word;

(d) een en twee derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk gedurende die vakansietydperk in klousule 27 (3) (b) bedoel op ander dae as Sondag en openbare vakansiedae in klousule 27 (3) (c) voorgeskryf.

(2) Ondanks subklousule (1) (a) (i), (b) en (c) (i) is subklousule (3) van toepassing in enige week waar 'n werknemer om watter rede ook al van die werk afwesig is en weens sodanige afwesigheid vir nege uur op enige dag van Maandag tot en met Vrydag in daardie week nie kan werk nie.

(3) Die oortydariëwe in subklousule (1) (a) (i), (b) en (c) (i) voorgeskryf is slegs van toepassing op 'n werknemer in subklousule (2) en klousule 30 (1) bedoel nadat sodanige werknemer vir meer as nege uur op enige dag van sodanige week vanaf Maandag tot Vrydag of vir meer as 45 uur vanaf Maandag tot Saterdag in daardie week gewerk het.”

29. KLOUSULE 33 VAN DEEL I.—UITREIKING VAN SEËLS AAN WERKNEMERS

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

“(1) *Die uitreiking van seëls is verpligtend.*—(a) 'n Werkgewer moet elke week 'n seël uitreik, op die wyse in klousule 35 voorgeskryf, aan 'n algemene werker, 'n vervaardigingswerker, 'n toerustingbediener, 'n drywer, 'n vakleerling, 'n kwekeling, 'n werknemer vir wie lone in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf word en aan voormanne of algemene voormanne op wie klousule 34 (1) van toepassing is, wat 24 uur of langer in 'n bepaalde week vir sodanige werkgewer werk of wat ingevolge klousule 30 (1) (b) geag word, 24 uur in 'n bepaalde week vir sodanige werkgewer te gewerk het.”

27. CLAUSE 31 OF PART I.—WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

Substitute the following for clause 31:

“31. WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, where an employer employs any person to carry out skilled work and such person is not registered with the Council as a skilled employee in terms of the provisions of clauses 12, 13 or 14, the employer shall not be relieved from paying the prescribed remuneration and observing the conditions which he would have had to pay or observe had that person been properly registered as a skilled employee.”

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

Substitute the following for clause 32:

“32. PAYMENT FOR OVERTIME

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

(a) subject to the provisions of subclauses (2) and (3), his hourly wage in respect of overtime worked—

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

(ii) on a public holiday prescribed in clause 27 (3) (c) which does not fall within the holiday period prescribed in clause 27 (3) (b).

(b) subject to the provisions of subclauses (2) and (3), one and a half times his hourly wage in respect of each hour or part of an hour worked—

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

(ii) on Saturday prior to 16h30;

(c) subject to the provisions of subclauses (2) and (3), double his hourly wage in respect of each hour or part of an hour worked—

(i) on Saturday after 16h30;

(ii) on Sunday and until 07:00 on Monday;

(iii) on a public holiday prescribed in clause 27 (3) (c) which falls within the holiday period prescribed in clause 27 (3) (b);

Provided that the provisions of subparagraphs (i) and (ii) shall apply irrespective of whether or not the said days fall within or outside the holiday period prescribed in clause 27 (3) (b);

(d) one and two third times his hourly wage in respect of each hour or part of an hour worked during the holiday period prescribed in clause 27 (3) (b) on days other than Sundays and public holidays prescribed in clause 27 (3) (c).

(2) Where, in any one week, an employee is absent from work for any reason whatsoever and the employee is unable to work for nine hours on any day from Monday to Friday in that week because of such absence, then, notwithstanding the provisions of subclause (1) (a) (i), (b) and (c) (i), the provisions of subclause (3) shall apply in respect of such week.

(3) The overtime rates prescribed in subclause (1) (a) (i), (b) and (c) (i) shall only apply to an employee referred to in subclause (2) and clause 30 (1) after such employee has worked for more than nine hours on any day in such week from Monday to Friday or for more than 45 hours from Monday to Saturday in that week.”

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

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

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

30. KLOUSULE 35 VAN DEEL I.—BYVOORDELE EN SEËLS

(1) In subklousule (1), vervang die seëlkategorie- en -waardetabel deur die volgende:

	“Seëlkategorie en -waarde (week van 40 uur)”
(a) (i) Vakansiebesoldiging	
(ii) Openbare vakansiedae- besoldiging	
(b) Vakansietoelae	
(c) Bydraes tot Pensioenskema ..	
(d) Bydraes tot Bystandsfonds ...	
(e) Bydraes tot Mediese Hulp- fonds	
(f) Bydraes tot administrasie- uitgawes	
(g) Bydraes tot Nasionale Ont- wikkelingsfonds	
(h) Spesiale lidmaatskapheffing..	
(i) Totale som	

Die toepaslike bedrae in Aanhangel A van hierdie Ooreenkoms voorgeskryf met betrekking tot die werknemer se uurloon (soos in klousule 4 omskryf), wat ook al van toepassing is.”

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

“(4) Met uitsondering van ’n werknemer wat minder as 24 uur in ’n bepaalde week vir ’n werkgewer werk, en behoudens subklousules (6), (7) en (17) en klousule 33 (2), moet elke werkgewer elke week van die besoldiging wat verskuldig is aan elke werknemer in klousule 33 (1) (a) bedoel, die toepaslike bedrae aftrek soos in Aanhangel B van hierdie Ooreenkoms voorgeskryf met betrekking tot die werknemer se uurloon (soos in klousule 4 omskryf), wat ook al van toepassing is: Met dien verstande dat die bedrae in subklousules (5) en (8) bedoel, gevoeg moet word by die toepaslike bedrag wat ingevolge hierdie subklousule afgetrek moet word.”

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

“(6) Vir die toepassing van subklousules (1), (4) en (8), is die seëlkategorieë, seëlwaares, voorgeskryfde aftrekkings en opsionele addisionele aftrekkings van toepassing op werknemers en werkende werkgewers soos in Aanhangel A tot en met C van hierdie Ooreenkoms voorgeskryf:

Met dien verstande dat die Raad van tyd tot tyd die spesifieke seëlkategorieë uit dié voorgeskryf in Aanhangel A tot en met C van hierdie Ooreenkoms kan vasstel, wat vir verkoop beskikbaar gemaak en ingevolge subklousules (9) en (10) uitgereik sal word.”

(4) In subklousule (7), vervang al die woorde voor paragraaf (a) deur die volgende:

“(7) Behoudens klousule 30 (1) (b) and 43 (6) (b) mag geen betaling soos in subklousule (1) en (2) bedoel of aftrekking soos in subklousules (4) en (5) bedoel, geskied ten opsigte van ’n werknemer wat—”;

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

“(8) Behoudens subklousule (6) en klousule 30 (3) kan ’n werkgewer die toepaslike bedrae in Aanhangel C van hierdie Ooreenkoms voorgeskryf met betrekking tot die werknemer se uurloon (soos in klousule 4 omskryf), wat ook al van toepassing is, ten opsigte van elke uur wat die werknemer van sy werk afwesig was sonder die verlof van sy werkgewer of sy werkgewer se behoorlik gemagtigde verteenwoordiger, of sonder goeie rede, aftrek van die besoldiging verskuldig aan ’n werknemer wat 24 uur of langer maar minder as 40 uur in ’n bepaalde week gewerk het.”

(6) In subklousule (9), vervang paragraaf (b) deur die volgende:

“(b) ’n Werkgewer kan ’n terugbetaling van die waarde van alle ongebruikte seëls van die Raad verkry. Aansoek moet skriftelik om sodanige terugbetaling gedoen word.”

(7) Vervang subklousule (14) deur die volgende:

“(14) Geen seëls mag uitgereik word aan ’n werknemer in klousule 33 (1) (a) bedoel nie, behalwe ooreenkomstig hierdie klousule of klousule 33 (2) of 43 (6) (b), en sodanige werknemer is nie geregtig op krediet of betaling vir meer seëls as die 48, 49 of 50 werkweke wat binne ’n seëljaar val, soos in klousule 27 (3) (a) voorgeskryf nie.”

30. CLAUSE 35 OF PART I.—FRINGE BENEFITS AND STAMPS

(1) In subclause (1), substitute the following for the table of stamp categories and values:

	“Stamp categories and values (40-hour week)”
(a) (i) Holiday pay	
(ii) Public holiday pay	
(b) Holiday allowance	
(c) Pension Scheme contribu- tions	
(d) Benefit Fund contributions...	
(e) Medical Aid Fund contribu- tions	
(f) Contributions to administra- tion expenses	
(g) Contributions to National Development Fund	
(h) Special membership levy	
(i) Total sum	

The relevant amounts prescribed in Annexure A to this Agreement in relation to the employee's hourly wage (as defined in clause 4), whichever are applicable.”

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

“(4) Except in respect of an employee who works for an employer for less than 24 hours in any one week and subject to the provisions of subclauses (6), (7) and (17) and clause 33 (2), every employer shall deduct weekly from the remuneration due to each employee referred to in clause 33 (1) (a) the relevant amounts prescribed in Annexure B to this Agreement in relation to the employee's hourly wage (as defined in clause 4), whichever are applicable: Provided that the amounts referred to in subclauses (5) and (8) shall be added to the applicable sum deductible in terms of this subclause;”

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

“(6) For the purpose of subclause (1), (4) and (8), the stamp categories, stamp values, prescribed deductions and optional additional deductions shall apply to employees and working employers to the extent prescribed in Annexures A to C inclusive to this Agreement:

Provided that, from time to time, the Council may determine the specific stamp categories from amongst those prescribed in Annexures A to C inclusive to this Agreement, that will be made available to be purchased and issued in terms of the provisions of subclauses (9) and (10).”

(4) In subclause (7), substitute the following for all the words preceding paragraph (a):

“(7) Subject to the provisions of clauses 30 (1) (b) and 43 (6) (b), no payment as referred to in subclauses (1) and (2) or deduction as referred to in subclauses (4) and (5) shall be made in respect of an employee who—”;

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

“(8) Subject to the provisions of subclause (6) and clause 30 (3), an employer may deduct from the remuneration due to an employee who has worked for 24 hours or more but less than 40 hours in any one week, the relevant amounts prescribed in Annexure C to this Agreement in relation to the employee's hourly wage (as defined in clause 4), whichever are applicable, in respect of each hour during which the employee was absent from work without the permission of the employer or the employer's duly authorised representative, or without good cause.”

(6) In subclause (9), substitute the following for paragraph (b):

“(b) An employer may obtain a refund from the Council of the value of any unused stamps. An application for such refund shall be made in writing.”

(7) Substitute the following for subclause (14):

“(14) No stamps shall be issued to an employee referred to in clause 33 (1) (a) except in accordance with this clause or clause 33 (2) or 43 (6) (b), and no such employee shall be entitled to credit or payments in respect of such stamps in excess of the 48, 49 or 50 working weeks falling within any stamp year, as prescribed in clause 27 (3) (a).”

(8) In subklousule (15), vervang paragraaf (a) deur die volgende:

"(15) *Rente op agterstallige seëlverkope en -uitgawes.* — (a) 'n Werkgewer wat versuim of nalaat om seëls op die vervaldag te koop en/of uit te reik op die wyse in subklousule (1), (9) en (10) hiervan voorgeskryf, moet rente aan die Raad betaal teen die koers van 2 persent méér as die prima-uitleenkoers wat van tyd tot tyd deur die Raad se bankiers gevra word, behoudens die Wet op Voorgeskrewe Rente-koerse, 1975 op die waarde van sodanige seëls, bereken vanaf die datum waarop hulle gekoop moet gewees het tot op die datum waarop hulle werklik gekoop is."

(9) vervang subklousule (16) deur die volgende:

"(16) *Betaling van koste in siviele gedinge.* — Ingeval die Raad 'n eis teen 'n werkgewer wat versuim om die bedrae in subklousule (1) voorgeskryf op die vasgestelde datums hierin voorgeskryf aan die Raad te betaal of versuim of nalaat om seëls te koop en/of uit te reik op die bepaalde datums op die wyse in subklousule (9) en (10) voorgeskryf of om watter rede ook al aan sy prokureurs oorhandig, is sodanige werkgewer aanspreeklik vir alle regskostes en uitgawes deur die Raad aangegaan met sy prokureurs soos tussen prokureur en kliënt, met inbegrip van invorderingskoste."

31. KLOUSULE 37 VAN DEEL I.—BETALING VAN BESOLDIGING

In subklousule (2) (b), vervang subparagraaf (v) deur die volgende:

"(v) die werknemer se uurloon en die addisionele bedrag in klousule 29 (2) van deel I van die Ooreenkoms en klousule 57 (2) van Deel II van die Ooreenkoms, voorgeskryf, indien van toepassing as afsonderlike bedrae."

32. KLOUSULE 42 VAN DEEL I.—VAKANSIEFONDS VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORD-NATAL

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

"(5) Behoudens klousule 27 moet die betaling ten opsigte van elk van die openbare vakansiedae in klousule 27 (3) (c) voorgeskryf wat op 'n gewone werkdag val, ingesluit word by die betaling in subklousule (4) bedoel."

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

"(7) Behoudens subklousule (8), is 'n werknemer nie voor die dag wat die Raad ingevolge subklousule (4) voorgeskryf het, daartoe geregtig om betaling ten opsigte van seëls wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy van mening is dat dit raadsaam is om dit te doen. Ingeval 'n werknemer te sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is deur middel van 'n tjek wat ten gunste van sy boedel uitgemaak is aan sodanige boedel betaal word wanneer sy seëlboek by die Sekretaris van die Raad ingedien word."

(3) Voeg die volgende nuwe subklousule (8) in:

"(8) *Betaling vir openbare vakansiedae, uitgesonderd Geloftedag en openbare vakansiedae wat binne die vakansietydperk val.* — (a) Elke seëlboek wat deur die Raad uitgereik word aan werknemers in klousule 33 (1) (a) bedoel, moet verwyderbare koepons bevat vir betaling ten opsigte van elk van die openbare vakansiedae wat in klousule 27 (3) (c) voorgeskryf word, uitgesonderd Geloftedag wanneer dit buite die vakansietydperk val en enige openbare vakansiedag wat binne die vakansietydperk val wat in klousule 27 (3) (b) voorgeskryf word.

(b) Die koepons moet in die vorm wees soos die Raad besluit, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se seëlboek.

(c) (i) Op die betaaldag vir die week waarin die openbare vakansiedag val, moet 'n werkgewer die vakansiebesoldigings- en die vakansietoelaeswaarde van die seëls wat geplak is op die koepon wat in paragraaf (a) bedoel word, aan die werknemer betaal op voorwaarde dat die werknemer minstens twee werkdade voor die betrokke betaal-dag die toepaslike koepon, behoorlik deur hom onderteken, aan die werkgewer oorhandig.

(ii) Mits 'n werkgewer die toepaslike koepon, volledig ingevul, binne dae vanaf die betrokke openbare vakansiedag by die Sekretaris van die Raad indien, is hy daartoe geregtig om die bedrag wat hy ingevolge subparagraaf (i) betaal het, op die Raad te verhaal.

(iii) 'n Werkgewer is nie geregtig op terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is nie, indien die betrokke werknemer geen seëls in sy seëlboek het nie, en ingeval die bedrag wat die werkgewer aan die werknemer betaal het meer is as die waarde van die seëls in sy seëlboek moet slegs die werklike waarde van sodanige seëls aan die werkgewer terugbetaal word."

(8) In subclausule (15), substitute the following for paragraph (a):

"(15) *Interest on arrear stamp purchases and issues.* — (a) An employer who fails or omits to purchase and/or issue stamps on the due dates in the manner prescribed in subclauses (1), (9) and (10) hereof, shall pay interest to the Council at the rate of 2 per cent above the prime overdraft rate charged from time to time by the Council's bankers, subject to the provisions of the Prescribed Rate of Interest, Act, 1975, on the value of such stamps, calculated from the date on which they should have been purchased to the date on which they were actually purchased."

(9) Substitute the following for subclausule (16):

"(16) *Payment of costs in civil proceedings.* — In the event of the Council handing over to its attorneys any claim against an employer for failing to pay the amounts prescribed in subclausule (1) to the Council on the due dates prescribed therein or for failing or omitting to purchase and/or issue stamps on the due dates in the manner prescribed in subclauses (9) and (10) or for any other reason whatsoever, such employer shall be liable for all legal fees and disbursements incurred by the Council with its attorneys as between attorney and client, including collection charges."

31. CLAUSE 37 OF PART I.—PAYMENT OF REMUNERATION

In subclausule (2) (b), substitute the following for subparagraph (v):

"(v) the employee's hourly wage and the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable, as separate amounts;"

32. CLAUSE 42 OF PART I.—PIETERMARITZBURG AND NORTHERN NATAL BUILDING INDUSTRY HOLIDAY FUND

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

"(5) Subject to the provisions of clause 27, payment in respect of each of the public holidays prescribed in clause 27 (3) (c), which falls on an ordinary working day, is included in the payment referred to in subclausule (4)."

(2) Substitute the following for subclausule (7):

"(7) Subject to the provisions of subclausule (8), an employee shall not be entitled to claim payment for any stamps issued to him until the day prescribed by the Council in terms of subclausule (4). The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee, the amount due to him from the Fund shall be paid to his estate by cheque drawn in favour of such estate, upon his stamp book being lodged with the Secretary of the Council."

(3) Insert the following new subclausule (8):

"(8) *Payment for public holidays, other than Day of the Vow and public holidays falling within the holiday period.* — (a) Each stamp book issued by the Council to employees referred to in clause 33 (1) (a) shall contain detachable coupons for payment in respect of each public holiday prescribed in clause 27 (3) (c), other than Day of the Vow when it falls outside the holiday period and any public holiday which falls within the holiday period prescribed in clause 27 (3) (b).

(b) The coupons shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's stamp book.

(c) (i) On the pay-day for the week in which the public holiday falls, and employer shall pay an employee the holiday pay and holiday allowance value of the stamps affixed to the coupon referred to in paragraph (a), subject to the employee surrendering to the employer, at least two working days before the relevant pay-day, the appropriate coupon, duly signed by such employee.

(ii) Provided that an employer lodge the relevant coupon, fully completed, with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i).

(iii) An employer shall not be entitled to a refund of the amount paid in terms of subparagraph (i) if the employee concerned has no stamps in his stamp book, and in the event of the amount paid by the employer to the employee being in excess of the value of stamps in his stamp book, the employer shall be refunded only the actual value of such stamps."

33. KLOUSULE 43 VAN DEEL I.—BYSTANDSFONDS VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

In subklousule (3)—

(1) vervang paragraaf (c) deur die volgende:

“(c) om lede te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke en werkwinkels: Met dien verstaande dat indien 'n werknemer sy gereedskap verloor vanweë die versuim van sy werkgever om 'n toesluitplek te verskaf of weens 'n onvoldoende toesluitplek wat deur sy werkgever verskaf is, is die werkgever vir die totale waarde van sodanige verlore gereedskap aanspreeklik.”

(2) in paragraaf (d), vervang al die woorde voor subparagraaf (i) deur die volgende:

“(d) om hulp te verleen aan vakleerlinge, kwekelinge en werknemers vir wie lone voorgeskryf word in klousule 29 (1) (a) tot en met (d) van Deel I van die Ooreenkoms en klousule 57 (1) (b) tot en met (g) van Deel II van die Ooreenkoms wat militêre diens verrig of opleiding ondergaan ingevolge die Verderdigingswet, 1957, en ten einde dit te verwesenlik—”

34. KLOUSULE 44 VAN DEEL I.—MEDIËSE HULPFONDS VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

(1) In subklousule (4), vervang paragraaf (a) deur die volgende:

“(4) *Lidmaatskap.*—(a) *Verpligte lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir werkende werkgewers, vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (a) (ii) en (iii), (b) (ii), (iii) en (iv), (c) en (d) van Deel I van die Ooreenkoms en 57 (1) (c), (d) (ii) en (iii), (e) en (f) van Deel II van die Ooreenkoms voorgeskryf word en vir voormanne en algemene voormanne op wie klousule 34 (1) van toepassing is.”

(2) In subklousule (7), vervang die opskrif en paragraaf (a) tot en met (c) deur die volgende:

	“Medies, paramedies en oogkun- dig	Medisyne en inspui- tings materiaal	Tandheel- kundig
	R	R	R
(a) 'n Ongetroude lid.....	900	450	150
(b) 'n Lid met een afhanklike ..	1 250	650	200
(c) 'n Lid met meer as een af- hanklike	1 620	810	270.”

35. KLOUSULE 47 VAN DEEL I.—OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

Vervang subklousule (1) deur die volgende:

“(1) Nademaal die Raad verwittig is van die instelling van die opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (South Africa)] (hierna die “Opleidingsfonds” genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings van die Opleidingskema vir die Bounywerheid uiteengesit in klousule 4 van die Skema kragtens die Wet op Mannekrag-opleiding, 1981, gepubliseer by Goewermentskennisgewing No. R. 1948 van 11 September 1987 of enige Goewermentskennisgewing wat voorsiening maak vir die voortsetting of vervanging van die Opleidingsfonds, die invordering van bydraes ooreenkomstig die procedure hieronder uiteengesit, gelees saam met klousule 35.”

36. KLOUSULE 50 VAN DEEL II.—TOEPASSINGSBESTEK

Vervang subklousule (2) deur die volgende:

“(2) Ondanks subklousule (1) (a), is Deel II van hierdie Ooreenkoms—

(a) van toepassing op alle klasse werknemers, uitgesonderd die volgende:

(i) klerklike of administratiewe personeel;

(ii) voormanne wat toesighoudende personeel, soos in klousule 4 van Deel I van die Ooreenkoms omskryf, is;

(iii) universiteit- en teknikstudente, konstruksietoeseighouers, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;

33. CLAUSE 43 OF PART I.—PIETERMARITZBURG AND NORTHERN AREAS BENEFIT FUND

In subclause (3)—

(1) substitute the following for paragraph (c):

“(c) to compensate members for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools because his employer fails to provide a lock-up or because the lock-up provided by his employer is inadequate, the employer of such employee shall be liable for the total value of such lost tools.”

(2) in paragraph (d), substitute the following for all the words preceding subparagraph (i):

“(d) to give assistance to apprentices, trainees and employees for whom wages are prescribed in clauses 29 (1) (a) to (d), inclusive of Part I of the Agreement and 57 (1) (b) to (g), inclusive of Part II or the Agreement who are doing military service or undergoing training in pursuance of the Defence Act, 1957, and to that end to—”

34. CLAUSE 44 OF PART I.—PIETERMARITZBURG AND NORTHERN AREAS BUILDING INDUSTRY MEDICAL AID FUND

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

“(4) *Membership.*—(a) *Compulsory members.*—Membership of the Fund shall be compulsory for working employers, apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (a) (ii) and (iii), (b) (ii), (iii) and (iv), (c) and (d) of Part I of the Agreement and 57 (1) (c), (d) (ii) and (iii), (e) and (f) of Part II of the Agreement and for foremen or general foremen to whom the provisions of clause 34 (1) are applicable.”

(2) In subclause (7), substitute the following for the headings and paragraphs (a) to (c) inclusive:

	“Medical, para- medical and optical	Medicines and in- jection material	Dental
	R	R	R
(a) A single member	900	450	150
(b) A member with one de- pendant	1 250	650	200
(c) A member with more than one dependant	1 620	810	270.”

35. CLAUSE 47 OF PART I.—BUILDING INDUSTRY TRAINING FUND

Substitute the following for subclause (1):

“(1) The Council having been advised of the establishment of the Building Industry Training Fund [inaugurated by the Building Industries Federation (South Africa)] (hereinafter referred to as the “Training Fund”), hereby authorises, for the purpose of implementing the objects of the Building Industry Training Scheme set forth in clause 4 of the Scheme in terms of the Manpower Training Act, 1981, published under Government Notice No. R. 1948 of 11 September 1987 or any government notice which provides for the continuation or substitution of the Training Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 35.”

36. CLAUSE 50 OF PART II.—SCOPE OF APPLICATION

Substitute the following for subclause (2):

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

(a) apply to all classes of employees other than the following:

(i) clerical or administrative employees;

(ii) foremen who are supervisory staff as defined in clause 4 of Part I of the Agreement;

(iii) university or technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;

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

(c) van toepassing op voormanne wat nie toesighoudende personeel, soos in klousule 4 van Deel I van die Ooreenkoms omskryf, is nie;

(d) op werkende werkgewers van toepassing;

(e) nie van toepassing op werkgewers en werknemers wat aan Deel I van die Ooreenkoms onderworpe is nie;

(f) nie van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 55 voorgeskryf by die raad geregistreer is nie.

37. KLOUSULE 51 VAN DEEL II. — SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

Vervang klousule 51 deur die volgende:

“51. SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

(a) is klousules 3, 5, 6, 7 (5) en (6), 8, 9, 14, 15 [uitgesonderd subklousule (1) (a)], 16 tot en met 19, 19A, 20 tot en met 24, 26, 31 tot en met 34, 35 [uitgesonderd subklousules (1) (h) en (5)], 36 [uitgesonderd subklousule (4)], 37, 40, 41, 42 [uitgesonderd subklousule (4) (b) (iii)] en 43 tot en met 47 van Deel I van die Ooreenkoms en Aanhangsels A tot en met C [uitgesonderd kolom (h) in klousule 3 van Aanhangsel A] van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing.

(b) is klousules 2, 7 (1) tot en met (4), 15 (1) (a), 35 (1) (h) en (5), 36 (4), 42 (4) (b) (iii), 48 en 49 van Deel I van die Ooreenkoms en kolom (h) in klousule (3) van Aanhangsel A van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing.

(2) Waar die bepalings van Deel I strydig is met die bepalings van Deel II is laasgenoemde bepalings van toepassing en moet hulle voorkeur geniet. Met dien verstande dat waar daar by die toepassing van die toepaslike bepalings van Deel I of Deel II van hierdie Ooreenkoms melding gemaak word van 'n algemene werker in Deel I van die Ooreenkoms, dit geag word 'n algemene werker en 'n vervaardigingswerker in hierdie Deel te beteken, en waar daar melding gemaak word van 'n werknemer vir wie lone voorgeskryf word in die klousule in kolom A hieronder bedoel, dit geag word 'n werknemer te beteken vir wie lone voorgeskryf word in die klousule in kolom B hieronder genoem:

A 'n Werknemer vir wie lone voorgeskryf word in klousule—	B Word geag 'n werknemer te wees vir wie lone voorgeskryf word in klousule—
(a) 29 (1) (b) (i)	57 (1) (a)
(b) 29 (1) (a) (i)	57 (1) (b) (i) en (ii)
(c) 29 (1) (b) (ii)	57 (1) (c)
(d) 29 (1) (a) (i), (ii) en (iii)	57 (1) (d) (i), (ii) en (iii)
(e) 29 (1) (b) (iv)	57 (1) (e)
(f) 29 (1) (c)	57 (1) (f)
(g) 29 (1) (d)	57 (1) (g).

38. KLOUSULE 52 VAN DEEL II. — WOORDOMSKRYWING

(1) In die omskrywings “vakman-skrayner”, “vakman-houtmasjienwerker”, “ambagsgesel”, “ambagsgesel klas 1 (skrayner)” en “ambagsgesel klas 1 (houtmasjienwerker)”, vervang die uitdrukking “klousule 54 (4)” deur die uitdrukking “klousule 54 (3)”.

(2) In die omskrywing “algemene werker”, voeg die volgende nuwe item (12) in: “(12) persele patroleer en eiendom bewaak”.

(3) In die omskrywing “skraynermonteerder”, vervang die uitdrukking “klousule 54 (2)” deur die uitdrukking “klousule 54 (1)”.

(4) Skrap die omskrywing “leerling”.

(5) In die omskrywing “masjienbediener”, vervang die uitdrukking “klousule 54 (3)” deur die uitdrukking “klousule 54 (2)”.

(b) apply to apprentices and trainees only in so far as the are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

(c) apply to foremen who are not supervisory staff, as defined in clause 4 of Part I of the Agreement;

(d) apply to working employers;

(e) not apply to employers and employees who are subject to the provisions of Part I of the Agreement;

(f) not apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 55.”

37. CLAUSE 51 OF PART II. — CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

Substitute the following for clause 51:

“51. CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

(a) the provisions of clauses 3, 5, 6, 7 (5) and (6), 8, 9, 14, 15 [excluding subclause (1) (a)], 16 to 19 inclusive, 19A, 20 to 24 inclusive, 26, 31 to 34 inclusive, 35 [excluding subclauses (1) (h) and (5)], 36 [excluding subclause (4)], 37, 40, 41, 42 [excluding subclause (4) (b) (iii)] and 43 to 47 inclusive of Part I of the Agreement and Annexures A to C inclusive [excluding column (h) in clause 3 of Annexure A] to the Agreement shall *mutatis mutandis* apply to this Part;

(b) the provisions of clauses 2, 7 (1) to (4) inclusive, 15 (1) (a), 35 (1) (h) and (5), 36 (4), 42 (4) (b) (iii), 48 and 49 of Part I of the Agreement and column (h) in clause (3) of Annexure A to the Agreement shall *mutatis mutandis* apply to this Part.

(2) Where the provisions of Part I are in conflict with the provisions of Part II, the latter provisions shall apply and shall have preference: Provided that, in the application of the applicable provisions of Part I to Part II of this Agreement, any reference to a general worker in Part I of the Agreement shall be deemed to be a reference to a general worker and a manufacturing worker in this Part and any reference to an employee for whom wages are prescribed in the clause mentioned in column A hereunder, shall be deemed to be a reference to an employee for whom wages are prescribed in the clause mentioned in column B hereunder:

A Employee for whom wages are prescribed in clause—	B Deemed to be an employee for whom wages are prescribed in clause—
(a) 29 (1) (b) (i)	57 (1) (a)
(b) 29 (a) (a) (i)	57 (1) (b) (i) and (ii)
(c) 29 (1) (b) (ii)	57 (1) (c)
(d) 29 (1) (a) (i), (ii) and (iii)	57 (1) (d) (i), (ii) and (iii)
(e) 29 (1) (b) (iv)	57 (1) (e)
(f) 29 (1) (c)	57 (1) (f)
(g) 29 (1) (d)	57 (1) (g).

38. CLAUSE 52 OF PART II. — DEFINITIONS

(1) In the definitions “craftsman joiner”, “craftsman wood machinist”, “tradesman”, “tradesman, Class 1 (joiner)”, and “tradesman Class 1 (wood machinist)”, substitute the expression “clause 54 (3)” for the expression “clause 54 (4)”.

(2) In the definition “general worker”, insert the following new item (12): “(12) patrolling premises and guarding property”.

(3) In the definition “joinery assembler”, substitute the expression “clause 54 (1)” for the expression “clause 54 (2)”.

(4) Delete the definition “learner”.

(5) In the definition “machine operator”, substitute the expression “clause 54 (2)” for the expression “clause 54 (3)”.

(6) In die omskrywing "geskoolde werknemer", vervang al die woorde voor item (1) deur die volgende: " 'geskoolde werknemer' iemand wat geskoolde werk, soos in hierdie klousule omskryf, verrig en, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, omvat dit—".

(7) In die omskrywing "kwekeling-masjienbediener", vervang die uitdrukking "klousule 53 (2)" deur die uitdrukking "klousule 53 (1)".

(8) In die omskrywing "kwekeling-skrynweker", vervang die uitdrukking "klousule 53 (3)" deur die uitdrukking "klousule 53 (2)".

39. KLOUSULE 53 VAN DEEL II.—REGISTRASIE VAN KWEKELING-MASJIEBEDIENERS EN KWEKELING-SKRYNWERKERS

Vervang klousule 53 deur die volgende:

"53. REGISTRASIE VAN KWEKELING-MASJIEBEDIENERS EN KWEKELING-SKRYNWERKERS

(1) *Registrasie van kwekeling-masjienbedieners.*—'n Werkgewer kan iemand as kwekelingmasjienbediener in diens neem ingevolge 'n kwekelingkontrak wat *mutatis mutandis* op die wyse in klousule 12 (1) van Deel I van die Ooreenkoms by die Raad geregistreer is.

(2) *Registrasie van kwekeling-skrynwewers.*—'n Werkgewer kan iemand as kwekeling-skrynwewer in diens neem ingevolge 'n kwekelingkontrak wat *mutatis mutandis* op die wyse in klousule 12 (1) van Deel I van die Ooreenkoms by die Raad geregistreer is.

(3) (a) 'n Werknemer mag niemand behalwe 'n voorman, 'n werknemer in subklousule (1) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 57 (1) (a), (c), (e), (f) en (g) voorgeskryf word in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat as kwekelingmasjienbediener of as kwekeling-skrynwewer wat ingevolge subklousule (1) of (2) aan hom uitgereik is.

(b) Niemand behalwe 'n voorman, 'n werknemer in subklousule (1) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 57 (1) (a), (c), (e), (f) en (g) voorgeskryf word, mag geskoolde werk verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat as kwekeling-masjienbediener of kwekeling-skrynwewer wat ingevolge subklousule (1) of (2) aan hom uitgereik is."

40. KLOUSULE 54 VAN DEEL II.—REGISTRASIE VAN SKRYNWERKMONTEERERS, MASJIEBEDIENERS, AMBAGSGESEL-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS, VAKMAN-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS EN WERKENDE WERKGEWERS

Vervang klousule 54 deur die volgende:

"54. REGISTRASIE VAN SKRYNWERKMONTEERERS, MASJIEBEDIENERS, AMBAGSGESEL-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS, VAKMAN-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS EN WERKENDE WERKGEWERS

(1) *Registrasie van skrynwerkmonteerders.*—(a) Iemand, uitgesonderd 'n persoon in paragraaf (a) hierbo of in subklousules (2) en (3) bedoel of 'n voorman, werkende werkgewer, vakleerling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g) voorgeskryf word, wat as sy spesifieke en uitsluitlike funksie werk verrig wat verrig kan word deur skrynwerkmonteerders soos in klousule 52 omskryf, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as skrynwerkmonteerder, en sodanige persoon moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15 van Deel I van die Ooreenkoms, moet die Raad 'n registrasiesertifikaat as skrynwerkmonteerder uitreik aan iemand wat aan paragraaf (a) voldoen.

(2) *Registrasie van masjienbedieners.*—(a) Iemand, uitgesonderd 'n persoon in paragraaf (a) hierbo of in subklousules (1) en (3) bedoel of 'n voorman, werkende werkgewer, vakleerling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g) voorgeskryf word, wat as sy spesifieke en uitsluitlike funksie werk verrig wat verrig kan word deur masjienbedieners soos in klousule 52 omskryf, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as masjienbediener, en sodanige persoon moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(6) In the definition "skilled employee", substitute the following for all the words preceding item (1): " 'skilled employee' means any person who is engaged on skilled work as defined in this clause and, without in any way limiting the ordinary meaning of the expression, shall include—".

(7) In the definition "trainee machine operator", substitute the expression "clause 53 (1)" for the expression "clause 53 (2)".

(8) In the definition "trainee joiner", substitute the expression "clause 53 (2)" for the expression "clause 53 (3)".

39. CLAUSE 53 OF PART II.—REGISTRATION OF TRAINEE MACHINE OPERATORS AND TRAINEE JOINERS

Substitute the following for clause 53:

"53. REGISTRATION OF TRAINEE MACHINE OPERATORS AND TRAINEE JOINERS

(1) *Registration of trainee machine operators.*—An employer may employ any person as a trainee machine operator under a contract of traineeship registered by the Council *mutatis mutandis* in the manner prescribed in clause 12 (1) of Part I of the Agreement.

(2) *Registration of trainee joiners.*—An employer may employ any person as a trainee joiner under a contract of traineeship registered by the Council *mutatis mutandis* in the manner prescribed in clause 12 (1) of Part I of the Agreement.

(3) (a) No employer shall employ any person, other than a foreman, an employee referred to in subclause (1), an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (a), (c), (e), (f) and (g), to perform skilled work unless such person is in possession of a certificate of registration as a trainee-machine operator or a trainee joiner issued to him in terms of subclause (1) or (2).

(b) No person, other than a foreman, an employee referred to in subclause (1), an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (a), (c), (e), (f) and (g), shall perform skilled work unless such person is in possession of a certificate of registration as a trainee machine operator or a trainee joiner issued to him in terms of subclause (1) or (2)."

40. CLAUSE 54 OF PART II.—REGISTRATION OF JOINERY ASSEMBLERS, MACHINE OPERATORS, TRADESMEN JOINERS AND WOOD MACHINISTS, CRAFTSMEN JOINERS AND WOOD MACHINISTS AND WORKING EMPLOYERS

Substitute the following for clause 54:

"54. REGISTRATION OF JOINERY ASSEMBLERS, MACHINE OPERATORS, TRADESMEN JOINERS AND WOOD MACHINISTS, CRAFTSMEN JOINERS AND WOOD MACHINISTS AND WORKING EMPLOYERS

(1) *Registration of joinery assemblers.*—(a) Any person, other than a person referred to in subclauses (2) and (3) or a foreman, a working employer, an apprentice or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g) who, as his specific and exclusive function, carries out work which may be performed by joinery assemblers, as defined in clause 52, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a joinery assembler to be issued to him, and such person shall furnish the Council with such documentary proof as the council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15 of Part I of the Agreement, the Council shall issue a certificate of registration as a joinery assembler to a person who complies with the provisions of paragraph (a).

(2) *Registration of machine operators.*—(a) Any person, other than a person referred to in subclauses (1) and (3) or a foreman, a working employer, an apprentice or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g) who, as his specific and exclusive function, carries out work which may be performed by machine operators, as defined in clause 52, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a machine operator to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Behoudens klousule 15 van Deel I van die Ooreenkoms, moet die Raad 'n registrasiesertifikaat as masjienbediener uitreik aan iemand wat aan paragraaf (a) voldoen.

(3) *Registrasie van ambagsgeselle klas 1 (skrynwerkers en houtmasjienwerkers), vakman-skrynwerkers en -houtmasjienwerkers en werkende werkgewers.*—(a) Behoudens paragrafe (b) en (c) hiervan is klousule 13 (4) tot en met (7) van Deel I van die Ooreenkoms *mutatis mutandis* van toepassing op persone wat geskoolde werk in die aangewese ambagte skrynwerker en houtmasjienwerker onder Deel II van die Ooreenkoms verrig en op die werkgewers van sodanige persone, en op werkende werkgewers wat gereeld 24 uur of langer elke week geskoolde werk in die Nywerheid in die aangewese ambagte skrynwerker en houtmasjienwerker verrig.

(b) Iemand wat—

(i) 'n opleidingstydperk as kwekeling-masjienbediener voltooi het kragtens 'n kwekelingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig klousule 53 (1); en

(ii) as masjienbediener in die Nywerheid werksaam was vir 'n tydperk van minstens een jaar; en

kwalifiseer vir registrasie as ambagsgesel klas 1 (houtmasjienwerker) *mutatis mutandis* op die wyse voorgeskryf in klousule 13 (4) van Deel I van die Ooreenkoms.

(c) Iemand wat—

(i) 'n opleidingstydperk as kwekeling-masjienbediener voltooi het kragtens 'n kwekelingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig klousule 53 (1); en

(ii) as masjienbediener in die Nywerheid werksaam was vir 'n tydperk van minstens een jaar; en

(iii) aan wie 'n Nasionale Tegnieke Sertifikaat, Deel II (N2), of 'n hoër sertifikaat uitgereik is;

kwalifiseer vir registrasie as vakman-houtmasjienwerker *mutatis mutandis* op die wyse voorgeskryf in klousule 13 (5) van Deel I van die Ooreenkoms.

(4) (a) 'n Werknemer mag niemand, behalwe 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g), voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

(b) 'n Werkende werkgewer mag nie gereeld 24 uur of langer elke week geskoolde werk verrig nie, tensy hy in besit is van 'n registrasiesertifikaat wat ingevolge subklousule (3) aan hom uitgereik is.

(c) Niemand behalwe 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 57 (1) (b), (d) en (g), voorgeskryf word, mag geskoolde werk verrig nie, tensy hy in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is."

41. KLOUSULE 56 VAN DEEL II.—VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Vervang klousule 56 deur die volgende:

"56. VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Klousule 27 van Deel I van die Ooreenkoms is *mutatis mutandis* op hierdie Deel van toepassing: Met dien verstande dat, ondanks andersluidende bepalinge in klousule 27 (1) (a) van Deel I van die Ooreenkoms, 'n werkgewer, met die toestemming van sy werknemers, van 'n werknemer kan vereis of hom kan toelaat om te werk gedurende die tydperke in klousule 27 (3) (b) van Deel I van die Ooreenkoms voorgeskryf, en dié werknemer kan toelaat om sy verlof te neem op 'n tyd waarvoor die werkgewer en sy werknemers ooreenkoms: Voorts met dien verstande dat 'n werkgewer die Raad skriftelik in kennis moet stel van 'n ooreenkoms wat ooreenkomstig hierdie subklousule aangegaan is."

42. KLOUSULE 57 VAN DEEL II.—MINIMUM LOONSKALE

Vervang klousule 57 en die opskrif deur die volgende:

"57. LOONSKALE

(1) Behoudens subklousules (2) tot en met (5) en klousules 31 en 32 van Deel I van die Ooreenkoms, gelees saam met klousule 51 van hierdie Deel, is die volgende die voorgeskrewe loonskale vir die verskillende kategorieë werknemers uitgesonderd algemene werkers en vervaardigingswerkers:

(b) Subject to the provisions of clause 15 of Part I of the Agreement, the Council shall issue a certificate of registration as a machine operator to a person who complies with the provisions of paragraph (a).

(3) *Registration of tradesmen, Class 1 (joiners and wood machinists), craftsmen, joiners and wood machinists and working employers.*—(a) Subject to the provisions of paragraphs (b) and (c) hereof the provisions of clause 13 (4) to (7) inclusive of Part I of the Agreement shall *mutatis mutandis* apply to persons who perform skilled work in the designated trades of joiner and wood machinist under Part II of the Agreement, and to the employers of such persons and to working employers who regularly perform skilled work in the Industry in the designated trades of joiner and wood machinist for 24 hours or more each week.

(b) A person who has—

(i) completed a period of training as a trainee machine operator under a contract of traineeship registered or deemed to be registered in accordance with the provisions of clause 53 (1); and

(ii) been employed as a machine operator in the Industry for a period of not less than one year;

shall be eligible for registration as a tradesman, Class 1 (wood machinist), *mutatis mutandis* in the manner prescribed in clause 13 (4) of Part I of the Agreement.

(c) A person who has—

(i) completed a period of training as a trainee machine operator under a contract of traineeship registered or deemed to be registered in accordance with the provisions of clause 53 (1); and

(ii) been employed as a machine operator in the Industry for a period of not less than one year; and

(iii) been issued with a National Technical Certificate, Part II (N2), or a higher certificate;

shall be eligible for registration as a craftsman wood machinist *mutatis mutandis* in the manner prescribed in clause 13 (5) of Part I of the Agreement.

(4) (a) No employer shall employ any person, other than a foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g) to perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause.

(b) No working employer shall regularly perform skilled work for 24 hours or more each week unless such working employer is in possession of a certificate of registration issued to him in terms of subclause (3).

(c) No person, other than a foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (b), (d) and (g), shall perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause."

41. CLAUSE 56 OF PART II.—HOLIDAY PERIOD AND PUBLIC HOLIDAYS

Substitute the following for clause 56:

"56. HOLIDAY PERIOD AND PUBLIC HOLIDAYS

The provisions of clause 27 of Part I of the Agreement shall *mutatis mutandis* apply to this Part: Provided that, notwithstanding anything to the contrary contained in clause 27 (1) (a) of Part I of the Agreement, an employer may, by agreement with his employees, require or permit an employee to work during the periods prescribed in clause 27 (3) (b) of Part I of the Agreement, and allow that employee to take his leave at a time which is agreed upon between the employer and his employees: Provided further that an employer shall notify the Council, in writing, of any agreement made in accordance with the provisions of this subclause."

42. CLAUSE 57 OF PART II.—MINIMUM WAGE RATES

Substitute the following for clause 57 and its heading:

"57. WAGE RATES

(1) Subject to the provisions of subclauses (2) to (5) inclusive and clauses 31 and 32 of Part I of the Agreement read with clause 51 of this Part, the following shall be the prescribed wage rates for the various categories of employees other than general workers and manufacturing workers:

Kategorie werknemer	Per uur R	Category of employee	Per hour R
(a) Skrynwermonteerders	3,53	(a) Joinery assemblers	3,53
(b) Kwekeling-masjienbedieners wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (1) geregistreer is:		(b) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (1):	
(i) Eerste jaar	2,78	(i) First Year	2,78
(ii) Tweede jaar	3,53	(ii) Second year	3,53
(c) Masjienbedieners	5,04	(c) Machine operators	5,04
(d) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema wat op vaardigheid gebaseer is:		(d) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (2) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Minder as 33 persent	3,10	(i) Less than 33 per cent	3,10
(ii) 33 persent of meer maar minder as 66 persent	4,41	(ii) 33 per cent or more but less than 66 per cent	4,41
(iii) 66 persent of meer	5,76	(iii) 66 per cent or more	5,76
(e) Ambagsgesel-skrynwerkers en -houtmasjienwerkers klas I	7,04	(e) Tradesmen, Class 1 (joiners and wood machinists)	7,04
(f) Vakman-skrynwerkers en -houtmasjienwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd kwekelinge	8,84	(f) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding trainees	8,84
(g) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die wet op mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word	(g) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first-year apprentices
(h) Vakleerlinge:		(h) Apprentices:	
(i) Eerste jaar	3,04	(i) First year	3,04
(ii) Tweede jaar	3,68	(ii) Second year	3,68
(iii) Derde jaar	4,97	(iii) Third year	4,97

(2) Die loonskaal in subklousule (1) voorgeskryf vir 'n werknemer, uitgesonderd iemand wat ooreenkomstig klousule 54 (3) as vakman-skrynwerker of -houtmasjienwerker geregistreer is, moet verhoog word—

(a) met 5 persent indien 'n Nasionale Tegniese Serifikaat, Deel II (N2), aan sodanige werknemer uitgereik is; of

(b) met 10 persent indien 'n Nasionale Tegniese Sertifikaat, Deel III (N3), aan sodanige werknemer uitgereik is:

Met dien verstande dat die loonskaal wat aldus bereken is tot die naaste sent per uur afgerond moet word.

(3) Die loonskaal wat aan 'n algemene werker of 'n vervaardigingswerker betaal moet word, moet by ooreenkoms tussen die werkgever en die werknemer op 'n redelike en billike wyse bepaal word.

(4) 'n Werknemer vir wie lone in klousule 57 (1) (a) tot en met (f) voorgeskryf word en wat nie werk kan vind teen die loonskaal in subklousule (1) voorgeskryf vir die kategorie werknemer waarin hy ingevolge klousule 53 of 54 geregistreer is nie, kan op aansoek 'n vrystellingsertifikaat ontvang wat hom toelaat om werk te soek en om die loonskaal vir 'n laer kategorie werknemer betaal te word.

(5) Behoudens klousule 8 mag niks in hierdie Ooreenkoms die uitwerking hê dat die besoldiging wat aan 'n geskoolde werknemer betaal word op dié datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en sodanige werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié wat vir sy kategorie werknemer voorgeskryf word, moet sodanige hoër loon bly ontvang terwyl hy in dieselfde kategorie werknemer by dieselfde werkgever in diens is."

(2) The wage rate prescribed in subclause (1) for any employee, other than a person who is registered as a craftsman joiner or wood machinist in accordance with the provisions of clause 54 (3), shall be increased—

(a) by 5 per cent if such employee has been issued with a National Technical Certificate, Part II (N2); or

(b) by 10 per cent if such employee has been issued with a National Technical Certificate, part III (N3):

Provided that the wage rate so calculated shall be rounded up or down to the nearest cent per hour.

(3) The wage rate payable to a general worker or a manufacturing worker shall be determined, in a fair and equitable manner, by negotiation between the employer and the employee.

(4) Any employee for whom wages are prescribed in clause 57 (1) (a) to (f) inclusive who is unable to find employment at the rate of pay prescribed in subclause (1) for the category of employee in which he is registered in terms of clause 53 or 54, shall be entitled on application to receive a licence of exemption to permit him to seek employment and to be paid the rate of pay for a lower category of employee.

(5) Subject to the provisions of clause 8 of Part I of the Agreement read with clause 51 of this Part, nothing in this Agreement shall operate to reduce the remuneration which is being paid to a skilled employee on the date on which this Agreement comes into operation, and any such employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his category of employee shall continue to receive such higher rate whilst employed by the same employer in the same category of employee."

43. KLOUSULE 58 VAN DEEL II.—LOONSKALE WAT BETAAL MOET WORD AAN ONGEREGISTREERDE PERSONE WAT GESKÓOLDE WERK VERRIG

Skrap klousule 58.

44. AANHANGSELS VAN DIE OOREENKOMS

Voeg die volgende nuwe Aanhangsels in:

"AANHANGSEL A

SEËLWAARDES

[Behoudens klousule 35 (1) en (6) van Deel I van die Ooreenkoms en klousule 51 (1) (a) van Deel II van die Ooreenkoms]

1. Die weeklikse seëlwaardes in klousule 3 hieronder voorgeskryf is van toepassing op werknemers en werkende werkgewers soos volg:

(1) *Enige voorgeskrewe seëlkategorie vanaf 21 tot en met 44.*—Algemene werkers, vervaardigerswerkers, toerustingbedieners, drywers en werknemers vir wie lone in klousule 29 (1) (a) (i) en (b) (i) van Deel I van die Ooreenkoms en klousule 57 (1) (a), (b) en (d) (i) van Deel II van die Ooreenkoms;

(2) *Enige voorgeskrewe seëlkategorie vanaf 45 tot en met 76.*—Vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (a) (ii) en (iii), (b) (ii), (iii) en (iv), (c) en (d) van Deel I van die Ooreenkoms en klousule 57 (1) (c), (d) (ii) en (iii), (e), (f) en (g) van Deel II van die Ooreenkoms;

(3) *Enige voorgeskrewe seëlkategorie vanaf 77 tot en met 80.*—Werkende werkgewers op wie klousule 34 (2) van Deel I van die Ooreenkoms van toepassing is.

(4) *Enige voorgeskrewe seëlkategorie vanaf 81 tot en met 85.*—Voormanne en algemene voormanne op wie klousule 34 (1) van Deel I van die Ooreenkoms, gelees met klousule 57 (1) (a) van Deel II van die Ooreenkoms van toepassing is;

2. Vir die toepassing van hierdie Aanhangsel beteken die uitdrukking "uurloon" die werknemer se uurloon soos in klousule 4 omskryf.

3. Die volgende weeklikse seëlwaardes is van toepassing op die werknemers in klousule 1 van hierdie Aanhangsel bedoel met betrekking tot elke werknemer se uurloon en op werkende werkgewers:

43. CLAUSE 58 OF PART II.—WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

Delete clause 58.

44. ANNEXURES TO THE AGREEMENT

Insert the following as new Annexures to the Agreement:

"ANNEXURE A

STAMP VALUES

[Subject to the provisions of clause 35 (1) and (6) of Part I of the Agreement and clause 51 (1) (a) of Part II of the Agreement]

1. The weekly stamp values prescribed in clause 3 hereunder shall apply to employees and working employers as follows:

(1) *Any prescribed stamp category from 21 to 44 inclusive.*—General workers, manufacturing workers, plant operators, drivers and employees for whom wages are prescribed in clause 29 (1) (a) (i) and (b) (i) of Part I of the Agreement and clause 57 (1) (a), (b) and (d) (i) of Part II of the Agreement;

(2) *Any prescribed stamp category from 45 to 76 inclusive.*—Apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (a) (ii) and (iii), (b) (ii), (iii) and (iv), (c) and (d) of Part I of the Agreement and clause 57 (1) (c), (d) (ii) and (iii), (e), (f) and (g) of Part II of the Agreement;

(3) *Any prescribed stamp category from 77 to 80 inclusive.*—Working employers to whom the provisions of clause 34 (2) of Part I of the Agreement are applicable.

(4) *Any prescribed stamp category from 81 to 85 inclusive.*—Foremen and general foremen to whom the provisions of clause 34 (1) of Part I of the Agreement read with clause 51 (1) (a) of Part II of the Agreement are applicable;

2. For the purposes of this Annexure, the expression "hourly wage" means the employee's hourly wage as defined in clause 4 of the Agreement.

3. The following weekly stamp values shall apply to the employees referred to in clause 1 of this Annexure in relation to each employee's hourly wage and to working employers:

Seël-kategorie	Uurloon		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Van	Tot	Vakan-sie-besol-diging	Besol-diging vir open-bare vakan-siedae	Vakan-sie-toelae	By-draes tot Pen-sioens-kemas	By-draes tot By-stands-fonds	By-draes tot Medie-se Hulp-fonds	By-draes tot admin-istrasie uit-gawes	Bydraes tot Nasio-nale Ontwik-kelings-fonds	Spe-siale lid-maat-skap-heffing	Totale som per week
21	R	R	R	R	R	R	R	R	R	R	R	R
	tot 2,20		5,40	3,96	3,76	14,08	0,88	—	2,75	0,30	0,70	31,83
23	2,21	2,40	5,88	4,32	4,08	15,36	0,88	—	2,75	0,30	0,70	34,27
25	2,41	2,60	6,40	4,68	4,44	16,64	0,88	—	2,75	0,30	0,70	36,79
27	2,61	2,80	6,88	5,04	4,76	17,92	0,88	—	2,75	0,30	0,70	39,23
29	2,81	3,05	7,48	5,48	5,20	19,52	0,88	—	2,75	0,30	0,70	42,31
31	3,06	3,35	8,20	6,04	5,72	21,44	1,00	—	2,75	0,30	0,70	46,15
33	3,36	3,65	8,96	6,56	6,20	23,36	1,12	—	2,75	0,30	0,70	49,95
35	3,66	4,00	9,80	7,20	6,80	25,60	1,20	—	2,75	0,30	0,70	54,35
37	4,01	4,35	10,68	7,84	7,40	27,84	1,20	—	2,75	0,30	0,70	58,71
39	4,36	4,75	11,64	8,56	8,08	30,40	1,20	—	2,75	0,30	0,70	63,63
41	4,76	5,15	12,64	9,28	8,76	32,96	1,32	—	5,50	0,30	0,70	71,46
43	5,16	5,60	13,72	10,08	9,52	35,84	1,40	—	5,50	0,30	0,70	77,06
45	tot 3,65		8,96	6,56	6,20	23,36	1,12	11,84	2,75	0,30	0,70	61,79
47	3,66	4,00	9,80	7,20	6,80	25,60	1,20	12,96	2,75	0,30	0,70	67,31
49	4,01	4,35	10,68	7,84	7,40	27,84	1,20	14,08	2,75	0,30	0,70	72,79
51	4,36	4,75	11,64	8,56	8,08	30,40	1,20	15,44	2,75	0,30	0,70	79,07
53	4,76	5,15	12,64	9,28	8,76	32,96	1,32	16,72	5,50	0,30	0,70	88,18
55	5,16	5,60	13,72	10,08	9,52	35,84	1,40	18,16	5,50	0,30	0,70	95,22
57	5,61	6,15	15,08	11,04	10,44	39,36	1,56	19,92	5,50	0,30	0,70	103,90
59	6,16	6,70	16,44	12,04	11,40	42,88	1,68	21,76	5,50	0,30	0,70	112,70
61	6,71	7,30	17,88	13,12	12,40	46,72	1,84	23,68	5,50	0,30	0,70	122,14
63	7,31	7,95	19,48	14,28	13,52	50,88	2,00	25,76	5,50	0,30	0,70	132,42
65	7,96	8,65	21,20	15,56	14,72	55,36	2,16	28,08	5,50	0,30	0,70	143,58
67	8,66	9,45	23,16	17,00	16,08	60,48	2,36	30,64	5,50	0,30	0,70	156,22
69	9,46	10,30	25,24	18,52	17,52	65,92	2,60	33,36	5,50	0,30	0,70	169,66

Seël-kategorie	Uurloon		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	Van	Tot	Vakan-sie-besol-diging	Besol-diging vir open-bare vakan-siedae	Vakan-sie-toelae	By-draes tot Pen-sioen-skemas	By-draes tot By-stands-fonds	By-draes tot Medie-se Hulp-fonds	By-draes tot admin-istra-sie uit-gawes	Bydraes tot Nasio-nale Ontwik-kelings-fonds	Spe-siale lid-maat-skap-heffing	Totale som per week
	R	R	R	R	R	R	R	R	R	R	R	R
71	10,31	11,20	27,44	20,12	19,04	71,68	2,80	36,32	5,50	0,30	0,70	183,90
73	11,21	12,20	29,88	21,92	20,72	78,08	3,08	39,52	5,50	0,30	0,70	199,70
75	12,21	13,30	32,60	23,92	22,60	85,12	3,32	43,12	5,50	0,30	0,70	217,18
77	—	—	—	—	—	60,48	—	30,64	5,50	0,30	0,70	97,62
79	—	—	—	—	—	65,92	—	33,36	5,50	0,30	0,70	105,78
80	—	—	—	—	—	71,68	—	36,32	5,50	0,30	0,70	114,50
81	9,46	10,30	25,24	18,52	17,52	65,92	2,60	33,36	5,50	—	—	168,66
82	10,31	11,20	27,44	20,12	19,04	71,68	2,80	36,32	5,50	—	—	182,90
83	11,21	12,20	29,88	21,92	20,72	78,08	3,08	39,52	5,50	—	—	198,70
84	12,21	13,30	32,60	23,92	22,60	85,12	3,32	43,12	5,50	—	—	216,18
85	13,31	14,50	35,52	26,04	24,64	93,80	3,64	47,04	5,50	—	—	235,18

Stamp category	Hourly wage		(a) (i)	(a) (ii)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
	From	To	Holi-day pay	Public Holi-day pay	Holi-day allowance	Pen-sion Scheme contributions	Benefit Fund contributions	Medi-cal Aid Fund contributions	Contri-butions to ad-mini-stration ex-penses	Contri-butions to National Development Fund	Special mem-bership levy	Total sum per week
	R	R	R	R	R	R	R	R	R	R	R	R
21	up to 2,20		5,40	3,96	3,76	14,08	0,88	—	2,75	0,30	0,70	31,83
23	2,21	2,40	5,88	4,32	4,08	15,36	0,88	—	2,75	0,30	0,70	34,27
25	2,41	2,60	6,40	4,68	4,44	16,64	0,88	—	2,75	0,30	0,70	36,79
27	2,61	2,80	6,88	5,04	4,76	17,92	0,88	—	2,75	0,30	0,70	39,23
29	2,81	3,05	7,48	5,48	5,20	19,52	0,88	—	2,75	0,30	0,70	42,31
31	3,06	3,35	8,20	6,04	5,72	21,44	1,00	—	2,75	0,30	0,70	46,15
33	3,36	3,65	8,96	6,56	6,20	23,36	1,12	—	2,75	0,30	0,70	49,95
35	3,66	4,00	9,80	7,20	6,80	25,60	1,20	—	2,75	0,30	0,70	54,35
37	4,01	4,35	10,68	7,84	7,40	27,84	1,20	—	2,75	0,30	0,70	58,71
39	4,36	4,75	11,64	8,56	8,08	30,40	1,20	—	2,75	0,30	0,70	63,63
41	4,76	5,15	12,64	9,28	8,76	32,96	1,32	—	5,50	0,30	0,70	71,46
43	5,16	5,60	13,72	10,08	9,52	35,84	1,40	—	5,50	0,30	0,70	77,06
45	up to 3,65		8,96	6,56	6,20	23,36	1,12	11,84	2,75	0,30	0,70	61,79
47	3,66	4,00	9,80	7,20	6,80	25,60	1,20	12,96	2,75	0,30	0,70	67,31
49	4,01	4,35	10,68	7,84	7,40	27,84	1,20	14,08	2,75	0,30	0,70	72,79
51	4,36	4,75	11,64	8,56	8,08	30,40	1,20	15,44	2,75	0,30	0,70	79,07
53	4,76	5,15	12,64	9,28	8,76	32,96	1,32	16,72	5,50	0,30	0,70	88,18
55	5,16	5,60	13,72	10,08	9,52	35,84	1,40	18,16	5,50	0,30	0,70	95,22
57	5,61	6,15	15,08	11,04	10,44	39,36	1,56	19,92	5,50	0,30	0,70	103,90
59	6,16	6,70	16,44	12,04	11,40	42,88	1,68	21,76	5,50	0,30	0,70	112,70
61	6,71	7,30	17,88	13,12	12,40	46,72	1,84	23,68	5,50	0,30	0,70	122,14
63	7,31	7,95	19,48	14,28	13,52	50,88	2,00	25,76	5,50	0,30	0,70	132,42
65	7,96	8,65	21,20	15,56	14,72	55,36	2,16	28,08	5,50	0,30	0,70	143,58
67	8,66	9,45	23,16	17,00	16,08	60,48	2,36	30,64	5,50	0,30	0,70	156,22
69	9,46	10,30	25,24	18,52	17,52	65,92	2,60	33,36	5,50	0,30	0,70	169,66
71	10,31	11,20	27,44	20,12	19,04	71,68	2,80	36,32	5,50	0,30	0,70	183,90
73	11,21	12,20	29,88	21,92	20,72	78,08	3,08	39,52	5,50	0,30	0,70	199,70
75	12,21	13,30	32,60	23,92	22,60	85,12	3,32	43,12	5,50	0,30	0,70	217,18
77	—	—	—	—	—	60,48	—	30,64	5,50	0,30	0,70	97,62
79	—	—	—	—	—	65,92	—	33,36	5,50	0,30	0,70	105,78
80	—	—	—	—	—	71,68	—	36,32	5,50	0,30	0,70	114,50
81	9,46	10,30	25,24	18,52	17,52	65,92	2,60	33,36	5,50	—	—	168,66
82	10,31	11,20	27,44	20,12	19,04	71,68	2,80	36,32	5,50	—	—	182,90
83	11,21	12,20	29,88	21,92	20,72	78,08	3,08	39,52	5,50	—	—	198,70
84	12,21	13,30	32,60	23,92	22,60	85,12	3,32	43,12	5,50	—	—	216,18
85	13,31	14,50	35,52	26,04	24,64	92,80	3,64	47,04	5,50	—	—	235,18

AANHANGSEL B

VOORGESKREWE AFTREKKINGS

[Behoudens klousule 35 (4) en (6) van Deel I van die Ooreenkoms en klousule 57 (1) (a) van Deel II van die Ooreenkoms]

1. Die weeklikse aftrekkings in klousule 3 hieronder voorgeskryf is op werknemers van toepassing *mutatis mutandis* op die wyse in klousule 1 (1), (2) en (3) van Aanhangsel A van die Ooreenkoms voorgeskryf maar is nie van toepassing op werkende werkgewers nie.

2. Vir die toepassing van hierdie Aanhangsel beteken die uitdrukking "uurloon" die werknemer se uurloon soos in klousule 4 omskryf.

3. Die volgende weeklikse aftrekkings is van toepassing op die werknemers in klousule 1 van hierdie Aanhangsel bedoel met betrekking tot elke werknemer se uurloon:

ANNEXURE B

PRESCRIBED DEDUCTIONS

[Subject to the provisions of clause 35 (4) and (6) of Part I of the Agreement and clause 51 (1) (a) of Part II of the Agreement]

1. The weekly deductions prescribed in clause 3 hereunder shall apply to employees *mutatis mutandis* in the manner prescribed in clause 1 (1), (2) and (3) of Annexure A to the Agreement but shall not apply to working employers.

2. For the purposes of this Annexure, the expression "hourly wage" means the employee's hourly wage as defined in clause 4 of the Agreement.

3. The following weekly deductions shall apply to the employees referred to in clause 1 of this Annexure in relation to each employee's hourly wage:

Seël kategorie	Uurloon		(a) Bydraes tot Pensioen-skema	(b) Bydraes tot Bystands-fonds	(c) Bydraes tot Mediese Hulpfonds	(d) Bydraes tot administrasie-uitgawes	(e) Totale som per week
	Van	Tot					
	R	R	R	R	R	R	R
21	tot 2,20		3,52	0,20	—	1,37	5,09
23	2,21	2,40	3,84	0,20	—	1,37	5,41
25	2,41	2,60	4,16	0,20	—	1,37	5,73
27	2,61	2,80	4,48	0,20	—	1,37	6,05
29	2,81	3,05	4,88	0,20	—	1,37	6,45
31	3,06	3,35	5,36	0,24	—	1,37	6,97
33	3,36	3,65	5,84	0,28	—	1,37	7,49
35	3,66	4,00	6,40	0,28	—	1,37	8,05
37	4,01	4,35	6,96	0,28	—	1,37	8,61
39	4,36	4,75	7,60	0,28	—	1,37	9,25
41	4,76	5,15	8,24	0,32	—	2,75	11,31
43	5,16	5,60	8,96	0,36	—	2,75	12,07
45	tot 3,65		5,84	0,28	5,92	1,37	13,41
47	3,66	4,00	6,40	0,28	6,48	1,37	14,53
49	4,01	4,35	6,96	0,28	7,04	1,37	15,65
51	4,36	4,75	7,60	0,28	7,72	1,37	16,97
53	4,76	5,15	8,24	0,32	8,36	2,75	19,67
55	5,16	5,60	8,96	0,36	9,08	2,75	21,15
57	5,61	6,15	9,84	0,40	9,96	2,75	22,95
59	6,16	6,70	10,72	0,44	10,88	2,75	24,79
61	6,71	7,30	11,68	0,48	11,84	2,75	26,75
63	7,31	7,95	12,72	0,52	12,88	2,75	28,87
65	7,96	8,65	13,84	0,56	14,04	2,75	31,19
67	8,66	9,45	15,12	0,60	15,32	2,75	33,79
69	9,46	10,30	16,48	0,64	16,68	2,75	36,55
71	10,31	11,20	17,92	0,68	18,16	2,75	39,51
73	11,21	12,20	19,52	0,76	19,76	2,75	42,79
75	12,21	13,30	21,28	0,84	21,56	2,75	46,43
81	9,46	10,30	26,36	0,64	16,68	2,75	46,43
82	10,31	11,20	28,68	0,68	18,16	2,75	50,27
83	11,21	12,20	31,24	0,76	19,76	2,75	54,51
84	12,21	13,30	34,04	0,84	21,56	2,75	59,19
85	13,31	14,50	37,12	0,92	23,52	2,75	64,31

Stamp category	Hourly wage		(a) Pension Scheme	(b) Benefit Fund contributions	(c) Medical Aid Fund contribution	(d) Contributions to administration expenses	(e) Total sum per week
	From	To					
	R	R	R	R	R	R	R
21	up to 2,20		3,52	0,20	—	1,37	5,09
23	2,21	2,40	3,84	0,20	—	1,37	5,41
25	2,41	2,60	4,16	0,20	—	1,37	5,73
27	2,61	2,80	4,48	0,20	—	1,37	6,05
29	2,81	3,05	4,88	0,20	—	1,37	6,45
31	3,06	3,35	5,36	0,24	—	1,37	6,97
33	3,36	3,65	5,84	0,28	—	1,37	7,49
35	3,66	4,00	6,40	0,28	—	1,37	8,05
37	4,01	4,35	6,96	0,28	—	1,37	8,61
39	4,36	4,75	7,60	0,28	—	1,37	9,25
41	4,76	5,15	8,24	0,32	—	2,75	11,31
43	5,16	5,60	8,96	0,36	—	2,75	12,07

Stamp category	Hourly wage		(a) Pension Scheme	(b) Benefit Fund contributions	(c) Medical Aid Fund contribution	(d) Contributions to administration expenses	(e) Total sum per week
	From	To					
	R	R	R	R	R	R	R
45	up to 3,65		5,84	0,28	5,92	1,37	13,41
47	3,66	4,00	6,40	0,28	6,48	1,37	14,53
49	4,01	4,35	6,96	0,28	7,04	1,37	15,65
51	4,36	4,75	7,60	0,28	7,72	1,37	16,97
53	4,76	5,15	8,24	0,32	8,36	2,75	19,67
55	5,16	5,60	8,96	0,36	9,08	2,75	21,15
57	5,61	6,15	9,84	0,40	9,96	2,75	22,95
59	6,16	6,70	10,72	0,44	10,88	2,75	24,79
61	6,71	7,30	11,68	0,48	11,84	2,75	26,75
63	7,31	7,95	12,72	0,52	12,88	2,75	28,87
65	7,96	8,65	13,84	0,56	14,04	2,75	31,19
67	8,66	9,45	15,12	0,60	15,32	2,75	33,79
69	9,46	10,30	16,48	0,64	16,68	2,75	36,55
71	10,31	11,20	17,92	0,68	18,16	2,75	39,51
73	11,21	12,20	19,52	0,76	19,76	2,75	42,79
75	12,21	13,30	21,28	0,84	21,56	2,75	46,43
81	9,46	10,30	26,36	0,64	16,68	2,75	46,43
82	10,31	11,20	28,68	0,68	18,16	2,75	50,27
83	11,21	12,20	31,24	0,76	19,76	2,75	54,51
84	12,21	13,30	34,04	0,84	21,56	2,75	59,19
85	13,31	14,50	37,12	0,92	23,52	2,75	64,31

AANHANGSEL C

OPSIONELE ADDISIONELE AFTREKKINGS

[Behoudens klousule 35 (6) en (8) van Deel I van die Ooreenkoms en klousule 51 (1) (a) van Deel II van die Ooreenkoms]

1. Die uurlikse opsionele addisionele aftrekkings in klousule 3 hieronder voorgeskryf is op werknemers van toepassing *mutatis mutandis* op die wyse in klousule 1 (1), (2) en (3) van Aanhangel A van die Ooreenkoms voorgeskryf maar is nie van toepassing op werkende werkgewers nie.

2. Vir die toepassing van hierdie Aanhangel beteken die uitdrukking "uurloon" die werknemer se uurloon soos in klousule 4 omskryf.

3. Die volgende uurlikse opsionele addisionele aftrekkings is van toepassing op die werknemers in klousule 1 van hierdie Aanhangel bedoel met betrekking tot elke werknemer se uurloon:

ANNEXURE C

OPTIONAL ADDITIONAL DEDUCTIONS

[Subject to the provisions of clause 35 (6) and (8) of Part I of the Agreement and clause 51 (1) (a) of Part II of the Agreement]

1. The hourly optional additional deductions prescribed in clause 3 hereunder shall apply to employees *mutatis mutandis* in the manner prescribed in clause 1 (1), (2) and (3) of Annexure A to the Agreement but shall not apply to working employers.

2. For the purposes of this Annexure, the expression "hourly wage" means the employee's hourly wage as defined in clause 4 of the Agreement.

3. The following hourly optional additional deductions shall apply to the employees referred to in clause 1 of this Annexure in relation to each employee's hourly wage:

Seel kategorie	Uurloon		(a) (i) Vakansie-besoldiging	(a) (ii) Openbare vakansiedae-besoldiging	(b) Vakansietoelae	(c) Bydraes tot Pensioen-skema	(d) Bydraes tot Bystands-fonds	(e) Bydraes tot Mediese Hulpfonds	(f) Totale som
	Van	Tot							
	R	R	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
21	tot 2,20		13,5	9,9	9,4	26,4	1,7	—	60,9
23	2,21	2,40	14,7	10,8	10,2	28,8	1,7	—	66,2
25	2,41	2,60	16,0	11,7	11,1	31,2	1,7	—	71,7
27	2,61	2,80	17,2	12,6	11,9	33,6	1,7	—	77,0
29	2,81	3,05	18,7	13,7	13,0	36,6	1,7	—	83,7
31	3,06	3,35	20,5	15,1	14,3	40,2	1,9	—	92,0
33	3,36	3,65	22,4	16,4	15,5	43,8	2,1	—	100,2
35	3,66	4,00	24,5	18,0	17,0	48,0	2,3	—	109,8
37	4,01	4,35	26,7	19,6	18,5	52,2	2,3	—	119,3
39	4,36	4,75	29,1	21,4	20,2	57,0	2,3	—	130,0
41	4,76	5,15	31,6	23,2	21,9	61,8	2,5	—	141,0
43	5,16	5,60	34,3	25,2	23,8	67,2	2,6	—	153,1
45	tot 3,65		22,4	16,4	15,5	43,8	2,1	14,8	115,0
47	3,66	4,00	24,5	18,0	17,0	48,0	2,3	16,2	126,0
49	4,01	4,35	26,7	19,6	18,5	52,2	2,3	17,6	136,9
51	4,36	4,75	29,1	21,4	20,2	57,0	2,3	19,3	149,3

Seël kategorie	Uurloon		(a) (i) Vakan- sie- besol- diging	(a) (ii) Open- bare vakan- siedae- besol- diging	(b) Vakansie- toelae	(c) Bydraes tot Pensioen- skema	(d) Bydraes tot Bystands- fonds	(e) Bydraes tot Mediese Hulpfonds	(f) Totale som
	Van	Tot							
	R	R	<i>Sent per uur</i>	<i>Sent per uur</i>	<i>Sent per uur</i>	<i>Sent per uur</i>	<i>Sent per uur</i>	<i>Sent per uur</i>	<i>Sent per uur</i>
53	4,76	5,15	31,6	23,2	21,9	61,8	2,5	20,9	161,9
55	5,16	5,60	34,3	25,2	23,8	67,2	2,6	22,7	175,8
57	5,61	6,15	37,7	27,6	26,1	73,8	2,9	24,9	193,0
59	6,16	6,70	41,1	30,1	28,5	80,4	3,1	27,2	210,4
61	6,71	7,30	44,7	32,8	31,0	87,6	3,4	29,6	229,1
63	7,31	7,95	48,7	35,7	33,8	95,4	3,7	32,2	249,5
65	7,96	8,65	53,0	38,9	36,8	103,8	4,0	35,1	271,6
67	8,66	9,45	57,9	42,5	40,2	113,4	4,4	38,3	296,7
69	9,46	10,30	63,1	46,3	43,8	123,6	4,9	41,7	323,4
71	10,31	11,20	68,6	50,3	47,6	134,4	5,3	45,4	351,6
73	11,21	12,20	74,7	54,8	51,8	146,4	5,8	49,4	382,9
75	12,21	13,30	81,5	59,8	56,5	159,6	6,2	53,9	417,5
81	9,46	10,30	63,1	46,3	43,8	98,9	4,9	41,7	298,7
82	10,31	11,20	68,6	50,3	47,6	107,5	5,3	45,4	324,7
83	11,21	12,20	74,7	54,8	51,8	117,1	5,8	49,4	353,6
84	12,21	13,30	81,5	59,8	56,5	127,7	6,2	53,9	385,6
85	13,31	14,50	88,8	65,1	61,6	139,2	6,8	58,8	420,3"

Stamp category	Hourly Wage		(a) (i) Holiday pay	(a) (ii) Public Holiday pay	(b) Holiday allowance	(c) Pension Scheme contributions	(d) Benefit Fund contributions	(e) Medical Aid Fund contributions	(f) Total sum
	From	To							
	R	R	<i>Cents per hour</i>	<i>Cents per hour</i>	<i>Cents per hour</i>	<i>Cents per hour</i>	<i>Cents per hour</i>	<i>Cents per hour</i>	<i>Cents per hour</i>
21	up to 2,20		13,5	9,9	9,4	26,4	1,7	—	60,9
23	2,21	2,40	14,7	10,8	10,2	28,8	1,7	—	66,2
25	2,41	2,60	16,0	11,7	11,1	31,2	1,7	—	71,7
27	2,61	2,80	17,2	12,6	11,9	33,6	1,7	—	77,0
29	2,81	3,05	18,7	13,7	13,0	36,6	1,7	—	83,7
31	3,06	3,35	20,5	15,1	14,3	40,2	1,9	—	92,0
33	3,36	3,65	22,4	16,4	15,5	43,8	2,1	—	100,2
35	3,66	4,00	24,5	18,0	17,0	48,0	2,3	—	109,8
37	4,01	4,35	26,7	19,6	18,5	52,2	2,3	—	119,3
39	4,36	4,75	29,1	21,4	20,2	57,0	2,3	—	130,0
41	4,76	5,15	31,6	23,2	21,9	61,8	2,5	—	141,0
43	5,16	5,60	34,3	25,2	23,8	67,2	2,6	—	153,1
45	up to 3,65		22,4	16,4	15,5	43,8	2,1	14,8	115,0
47	3,66	4,00	24,5	18,0	17,0	48,0	2,3	16,2	126,0
49	4,01	4,35	26,7	19,6	18,5	52,2	2,3	17,6	136,9
51	4,36	4,75	29,1	21,4	20,2	57,0	2,3	19,3	149,3
53	4,76	5,15	31,6	23,2	21,9	61,8	2,5	20,9	161,9
55	5,16	5,60	34,3	25,2	23,8	67,2	2,6	22,7	175,8
57	5,61	6,15	37,7	27,6	26,1	73,8	2,9	24,9	193,0
59	6,16	6,70	41,1	30,1	28,5	80,4	3,1	27,2	210,4
61	6,71	7,30	44,7	32,8	31,0	87,6	3,4	29,6	229,1
63	7,31	7,95	48,7	35,7	33,8	95,4	3,7	32,2	249,5
65	7,96	8,65	53,0	38,9	36,8	103,8	4,0	35,1	271,6
67	8,66	9,45	57,9	42,5	40,2	113,4	4,4	38,3	296,7
69	9,46	10,30	63,1	46,3	43,8	123,6	4,9	41,7	323,4
71	10,31	11,20	68,6	50,3	47,6	134,4	5,3	45,4	351,6
73	11,21	12,20	74,7	54,8	51,8	146,4	5,8	49,4	382,9
75	12,21	13,30	81,5	59,8	56,5	159,6	6,2	53,9	417,5
81	9,46	10,30	63,1	46,3	43,8	98,9	4,9	41,7	298,7
82	10,31	11,20	68,6	50,3	47,6	107,5	5,3	45,4	324,7
83	11,21	12,20	74,7	54,8	51,8	117,1	5,8	49,4	353,6
84	12,21	13,30	81,5	59,8	56,5	127,7	6,2	53,9	385,6
85	13,31	14,50	88,8	65,1	61,6	139,2	6,8	58,8	420,3"

Namens die partye op hede die 30ste dag van Augustus 1989 te Pietermaritzburg onderteken.

A. S. PIPES,
Voorsitter.

M. L. HOSKINS,
Lid.

R. Q. PAINTER,
Sekretaris.

Signed at Pietermaritzburg, on behalf of the parties, this 30th day of August 1989.

A. S. PIPES,
Chairman.

M. L. HOSKINS,
Member.

R. Q. PAINTER,
Secretary.

SUID-AFRIKAANSE VERVOERDIENSTE

No. R. 2299

27 Oktober 1989

**WYSIGING VAN DIE TENDERRAAD-
REGULASIES**

Die Minister van Vervoerwese het ingevolge artikel 4 (8), saamgelees met artikel 77, van Wet No. 65 van 1981, goedkeuring verleen dat Tenderraadregulasie No. 6 van die Suid-Afrikaanse Vervoerdienste soos volg gewysig word:

TENDERRAADREGULASIE 6

Vervang "Suid-Afrikaanse Gefedereerde Kamer van Nywerhede" in die tweede en derde reëls van subparagraaf (d) deur "Vereniging van Kamers van Handel en Nywerheid van Suid-Afrika".

DEPARTEMENT VAN VERVOER

No. R. 2314

27 Oktober 1989

**MULTILATERALE MOTORVOERTUIG-
ONGELUKKEREGLASIES, 1989**

Die Minister van Vervoer en van Openbare Werke en Grondsake het kragtens artikel 6 van die Multilaterale Motorvoertuigongelukkefondswet, 1989 (Wet No. 93 van 1989), die regulasies in die Bylaes hiervan met ingang van 1 Mei 1989 uitgevaardig.

BYLAE A**Woordomskeywing**

1. (1) In hierdie regulasies, tensy uit die samehang anders blyk, het elke uitdrukking waaraan in die Wet en die Ooreenkoms 'n betekenis geheg word, die betekenis aldus daaraan geheg, en, beteken—

"Ooreenkoms" die Multilaterale Motorvoertuigongelukkefondsooreenkoms;

"MMF" die Multilaterale Motorvoertuigongelukkefonds.

Aanspreeklikheid van benoemde agent

2. (1) 'n Benoemde agent is op die voorwaardes soos met die MMF ooreengekom aanspreeklik vir die hantering van eise kragtens Hoofstuk XII van die Ooreenkoms—

(a) wat voortvloei uit die bestuur van 'n motorvoertuig waarvan die identiteit van die eienaar of bestuurder bekend is; en

(b) wat ontstaan het op die datums van die ongelukke wat in Bylae B hiervan teenoor sy naam verskyn.

Aanspreeklikheid van die MMF

3. (1) Die aanspreeklikheid van die MMF ingevolge die Ooreenkoms ten opsigte van eise vir liggaamlike besering of dood wat ontstaan uit die bestuur van 'n motorvoertuig waarvan nóg die eienaar nóg die bestuurder se identiteit vasgestel kan word (hierna die "ongeïdentifiseerde motorvoertuig" genoem) is onderworpe aan die volgende voorwaardes:

(a) Die MMF loop geen aanspreeklikheid op nie tensy—

(i) genoemde liggaamlike besering of dood uit die nalatige of onregmatige bestuur van die ongeïdentifiseerde motorvoertuig voortgespruit het;

SOUTH AFRICAN TRANSPORT SERVICES

No. R. 2299

27 October 1989

**AMENDMENT OF THE TENDER BOARD
REGULATIONS**

The Minister of Transport Affairs has in terms of section 4 (8), read with section 77, of Act No. 65 of 1981, approved of Tender Board Regulation No. 6 of the South African Transport Services being amended as follows:

TENDER BOARD REGULATION 6

Substitute "Association of Chambers of Commerce and Industry of South Africa" for "South African Federated Chamber of Industries" in the third line of subparagraph (d).

DEPARTMENT OF TRANSPORT

No. R. 2314

27 October 1989

**MULTILATERAL MOTOR VEHICLE
ACCIDENTS REGULATIONS, 1989**

The Minister of Transport and of Public Works and Land Affairs has, in terms of section 6 of the Multilateral Motor Vehicle Accidents Fund Act, 1989 (Act No. 93 of 1989), made the regulations contained in the Schedules hereto with effect from 1 May 1989.

SCHEDULE A**Definitions**

1. (1) In these regulations, unless the context otherwise indicates, any expression to which a meaning has been assigned in the Act and the Agreement bears the meaning so assigned, and—

"Agreement" means the Multilateral Motor Vehicle Accidents Fund Agreement;

"MMF" means the Multilateral Motor Vehicle Accidents Fund.

Liability of appointed agent

2. (1) An appointed agent shall be liable on the conditions agreed upon with the MMF for the handling of claims under Chapter XII of the Agreement—

(a) which arise out of the driving of a motor vehicle of which the identity of the owner or driver is known; and

(b) which arose on the dates of the accidents indicated in Schedule B against his name.

Liability of the MMF

3. (1) The liability of the MMF in terms of the Agreement in respect of claims for bodily injury or death arising from the driving of a motor vehicle of which the identity of neither the owner nor the driver can be established (hereinafter referred to as the unidentified motor vehicle) shall be subject to the following conditions:

(a) The MMF shall not incur any liability unless—

(i) the said bodily injury or death arose from the negligent or unlawful driving of the unidentified motor vehicle;

- (ii) die eiser alle redelike pogings aangewend het om die identiteit van die eienaar of bestuurder van die ongeïdentifiseerde motorvoertuig vas te stel;
 - (iii) die eiser, indien redelikerwys moontlik, binne 14 dae nadat hy in staat was om dit te doen, 'n beëdigde verklaring aan die polisie voorgelê het waarin besonderhede van die voorval wat tot die betrokke eis aanleiding gegee het, volledig uiteengesit is;
 - (iv) die eiser se onvermoë om vonnis ingevolge Artikel 40 van die Ooreenkoms te verkry, nie aan enige daad of versuim van die eiser toe te skryf is nie; en
 - (v) die ongeïdentifiseerde motorvoertuig (met inbegrip van enigiets daarop, daarbinne of daaraan geheg) in fisiese kontak was met die beseerde of oorledene of met 'n ander persoon, voertuig, vervoermiddel of ander voorwerp of voorwerpe wat regstreeks of onregstreeks die besering of dood veroorsaak het of daartoe bygedra het.
- (b) Die MMF is in geen geval aanspreeklik vir 'n groter bedrag as die bedrag waarvoor 'n benoemde agent aanspreeklik sou gewees het indien die motorvoertuig geïdentifiseer was nie.
- (c) Die MMF is nie ingevolge hierdie regulasie verplig om enige bedrag te betaal nie aan—
- (i) 'n Regeringsdepartement, openbare vervoerdiens, Ongevallekommissaris of Nasionale Vervoerkommissie van lede van die Ooreenkoms; of
 - (ii) 'n Provinsiale Administrasie; of
 - (iii) die Administrasie van Suidwes-Afrika; of
 - (iv) enige ander werkgewer deur wie vergoeding ingevolge die Ongevallewette van toepassing in die gebiede van die lede van die Ooreenkoms betaalbaar is.
- (d) Die MMF is nie aanspreeklik nie vir geld betaal of betaalbaar aan enige mediese praktisyn vir mediese dienste deur hom gelewer waar sodanige dienste gelewer is deur die mediese praktisyn handelende in die loop en bestek van sy diens by enige provinsiale hospitaal, liggaam of owerheid genoem in paragraaf (c) waar en vir sover sodanige provinsiale hospitaal, liggaam of owerheid aanspreeklik is vir die betaling van sodanige mediese dienste.
- (e) Die bepalinge van Hoofstuk XII, XIII en XIV en Artikels 54 en 62 van die Ooreenkoms is *mutatis mutandis* van toepassing ten opsigte van die aanspreeklikheid van die MMF ingevolge hierdie regulasie.
- (2) Die aanspreeklikheid van die MMF ten opsigte van eise wat uit die bepalinge van hierdie regulasie voortspruit, is onderworpe aan die volgende verdere voorwaardes:
- (a) (i) 'n Eis om skadevergoeding vir verlies of skade gely deur die eiser moet binne twee jaar vanaf die datum van die voorval wat genoemde liggaamlike besering of dood tot gevolg gehad het aan die MMF gelewer word *mutatis mutandis* die bepalinge van Artikel 62 van die Ooreenkoms.
 - (ii) the claimant took all reasonable steps to identify the owner or driver of the unidentified motor vehicle;
 - (iii) the claimant submitted, if reasonably possible, within 14 days after he was in a position to do so an affidavit to the police in which particulars of the occurrence that gave rise to the claim concerned are fully set out;
 - (iv) the claimant's inability to obtain judgment in terms of Article 40 of the Agreement is not due to any act or omission on his part;
 - (v) the unidentified motor vehicle (including anything on, in or attached to it) came into physical contact with the injured or deceased person or with any other person, vehicle, conveyance or any other object or objects which directly or indirectly caused or contributed to the injury or death.
- (b) The liability of the MMF shall in no case exceed the amount for which an appointed agent would have been liable had the motor vehicle been identified.
- (c) The MMF shall not by virtue of this regulation be obliged to make any payment to—
- (i) any Government department, public transport service, the Workmen's Compensation Commissioner or the National Transport Commission of members of the Agreement; or
 - (ii) any Provincial Administration; or
 - (iii) the Administration of South-West Africa; or
 - (iv) any other employer by whom compensation is payable in terms of the Workmen's Compensation Acts applicable in the territories of the members of the Agreement.
- (d) The MMF shall not be liable for any money paid or payable to any medical practitioner for medical services rendered by him where such services were rendered by the medical practitioner acting in the course and within the scope of his service with any provincial hospital, body or authority referred to in paragraph (c), where and in so far as such provincial hospital, body or authority is liable for the payment of such medical services.
- (e) The provisions of Chapters XII, XIII and XIV and Articles 54 and 62 of the Agreement shall *mutatis mutandis* apply to the liability of the MMF in terms of this regulation.
- (2) The liability of the MMF in respect of claims which arise in terms of this regulation shall be subject to the following further conditions:
- (a) (i) A claim for compensation for loss or damage suffered by the claimant shall be delivered to the MMF within two years from the date of the occurrence which gave rise to the said bodily injury or death *mutatis mutandis* the provisions of Article 62 of the Agreement.

(ii) Die bepalings van subparagraaf (i) is ook van toepassing op alle derde partye en eisers, ongeag enige handelingsonbevoegdheid waaronder hulle mag verkeer.

(b) Geen sodanige eise kan afgedwing word nie deur middel van 'n regsgeeding wat ingestel is deur 'n dagvaarding wat aan die MMF beteken is voor die verstryking van 'n tydperk van 90 dae vanaf die datum waarop die eis ooreenkomstig paragraaf (a) (i) aan die MMF gestuur of per hand afgelewer is, na gelang van die geval:

Met dien verstande dat indien die MMF voor die verstryking van genoemde tydperk aanspreeklikheid vir die eis skriftelik ontken, die eiser te eniger tyd na bedoelde ontkenning 'n dagvaarding aan die MMF kan beteken.

(c) (i) Die MMF loop geen aanspreeklikheid op nie tensy die dagvaarding wat uit die bepalings van paragraaf (b) hierbo voortspruit binne twee jaar en 90 dae vanaf die datum van die voorval wat genoemde liggaamlike besering of dood tot gevolg gehad het, behoorlik aan die MMF beteken is: Met dien verstande dat die hof nie die geding sal aanhoor nie voordat die derde party ten genoë van die hof sekerheid gestel het vir die koste van die MMF in verband met die geding.

(ii) Die bepalings van subparagraaf (i) is ook van toepassing op alle derde partye en eisers, ongeag enige handelingsonbevoegdheid waaronder hulle mag verkeer.

(3) Die MMF is daarop geregtig om te eniger tyd na ontvangs, deur hom van 'n eis ingevolge subregulasie (2) (a) te vereis dat 'n persoon wat liggaamlike beserings opgedoen het wat aanleiding gegee het tot die eiser se eis, hom op versoek van die MMF of enige van sy verteenwoordigers of enige persoon daartoe gelas deur die MMF onderwerp aan ondervraging deur sodanige partye op 'n plek deur die MMF aangewys, en op versoek van die MMF of van sodanige verteenwoordiger of sodanige ander persoon 'n beëdigde verklaring aflê waar-in hy die omstandighede van die beweerde voorval waarop sy eis gebaseer is, volledig uiteensit.

(4) Die MMF is te eniger tyd nadat hy 'n bedrag ter vereffening van 'n eis ingevolge hiedie regulasie, hetsy ingevolge 'n vonnis of andersins, aan die eiser betaal het en as teenprestasie vir genoemde betaling, geregtig op die sessie van enige eis wat die eiser mag hê teen die eienaar of bestuurder van die ongeïdentifiseerde motorvoertuig of enigeen wat regtens verantwoordelik is vir die handeling van sodanige eienaar of bestuurder.

Eisvorm en mediese verslag

4. (1) Die eisvorm en mediese verslag in Artikel 62 van die Ooreenkoms voorgeskryf, moet saamgevat word in vorm MMF 1 soos in die Aanhangsel hiervan uiteengesit.

(2) 'n Eis deur 'n verskaffer om die betaling van bykomstige koste ingevolge Artikel 44 van die Ooreenkoms moet wees in vorm MMF 2 soos in die Aanhangsel hiervan uiteengesit.

(3) 'n Vorm wat in hierdie regulasie voorgeskryf is en nie volgens die voorskrifte ingevul is nie, is nie as 'n eis ingevolge die Ooreenkoms aanvaarbaar nie.

(ii) The provisions of subparagraph (i) shall also apply to all third parties and claimants, irrespective of whether they are subject to any legal disability.

(b) No such claim shall be enforceable by legal proceedings commenced by a summons served on the MMF before the expiration of a period of 90 days as from the date on which the claim was sent or delivered by hand, as the case may be, to the MMF as provided for in paragraph (a) (i):

Provided that if the MMF repudiates in writing liability for the claim before the expiration of the said period, the claimant may at any time after such repudiation serve summons on the MMF.

(c) (i) The MMF shall not incur any liability unless the summons arising from the provisions of paragraph (b) above has been properly served on the MMF within two years and 90 days from the date of the occurrence which gave rise to the aforesaid bodily injury or death: Provided that the court shall not hear the action before the third party has given security to the satisfaction of the court for the costs of the MMF in connection with such action.

(ii) The provisions of subparagraph (i) shall also be applicable to all third parties and claimants, irrespective of whether they are subject to any legal disability.

(3) The MMF shall at any time after having received a claim in terms of subregulation (2) (a) be entitled to require any person who has suffered bodily injury giving rise to the claimant's claim to submit, at the request of the MMF or any of its representatives or any person so instructed by the MMF, to interrogation by such parties at a place indicated by the MMF and, at the request of the MMF or such representative or such other person, to make a sworn statement setting out in full the circumstances of the alleged occurrence on which his claim is based.

(4) At any time after making payment to the claimant in settlement of a claim under this regulation, whether in terms of a judgment or otherwise, and in consideration of the said payment, the MMF shall be entitled to the cession of any claim which the claimant may have against the owner or driver of the unidentified motor vehicle, or any person responsible in law for the acts of such owner or driver.

Claim form and medical report

4. (1) The claim form and medical report provided for in Article 62 of the Agreement shall be combined in form MMF 1 as set out in the Annexure hereto, which shall be completed in all its particulars.

(2) A claim by a supplier for the payment of incidental expenses in terms of Article 44 of the Agreement shall be in form MMF 2 as set out in the Annexure hereto.

(3) Any form provided for in this regulation and not completed as prescribed shall not be acceptable as a claim under the Agreement.

Verstreking van inligting deur eienaar of bestuurder van motorvoertuig

5. Wanneer as gevolg van die bestuur van 'n motorvoertuig iemand anders as die bestuurder van sodanige motorvoertuig beseer of gedood is, moet die eienaar, en die bestuurder indien hy nie die eienaar is nie, vorm MMF 3 soos in die Aanhangsel hiervan uiteengesit, invul en binne 14 dae vanaf die datum van die voorval aan die MMF, Posbus 2743, Pretoria, 0001, stuur.

Statistieke

6. (1) Elke benoemde agent moet aan die MMF—

- (a) binne 14 dae na die einde van elke maand besonderhede verstrek van eise wat gedurende die maand ten opsigte van skadevergoeding ingevolge die bepalings van die Ooreenkoms deur hom ontvang is in vorm MMF 4 soos in die Aanhangsel hiervan uiteengesit;
- (b) weekliks besonderhede verstrek van betalings wat die vorige week ten opsigte van sodanige eise gemaak is in die vorm MMF 5 soos in die Aanhangsel hiervan uiteengesit;
- (c) binne ses weke na die einde van elke boekjaar van die MMF 'n beraming verstrek van uitstaande aanspreeklikheid ten opsigte van alle eise wat aan die einde van die betrokke boekjaar voorhande is en nog nie afgehandel is nie in vorm MMF 6 soos in die Aanhangsel hiervan uiteengesit; en
- (d) binne ses weke na 30 April en 31 Oktober van elke jaar besonderhede verstrek van die verhalings van vergoeding ingevolge Artikel 64 van die Ooreenkoms gedurende die voorafgaande ses maande in vorm MMF 7 soos in die Aanhangsel hiervan uiteengesit.

(2) Die Direkteur van die MMF kan enige benoemde agent skriftelik aansê om sodanige inligting in verband met sodanige statistieke as wat hy wenslik ag aan die MMF beskikbaar te stel, en 'n benoemde agent moet binne 30 dae na ontvangs van die skriftelike versoek die inligting verstrek waarom daar gevra is.

(3) 'n Benoemde agent wat versuim om aan enige bepaling van hierdie regulasie te voldoen is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens R100.

Voorsiening van sekuriteit

7. (1) Ten einde voorsiening te maak vir die betaling van vergoeding ingevolge die bepalings van Artikel 12 (b) van die Ooreenkoms moet die Johannesburgse Stadsraad (hierna die "deponeerder" genoem) by die MMF 'n som deponeer van R500 000 of enige deur die MMF goedgekeurde sekuriteit wat nie minder as die voormelde bedrag is nie of 'n som geld en sodanige sekuriteit wat tesame volgens die oordeel van die MMF nie minder as die voormelde bedrag is nie.

(2) Indien die waarde van 'n in subregulasie (1) bedoelde deposito volgens die MMF se oordeel benede die waarde wat by daardie subregulasie ten opsigte van die betrokke deposito vereis word (hieronder die "vereiste waarde" genoem) gedaal het, moet die MMF die deponeerder in 'n brief aan hom afgelewer, of in 'n geregistreerde brief wat deur die pos gestuur is, gelas om 'n som geld of verdere sekuriteit te deponeer ten einde die tekort te vergoed, en indien die deponeerder versuim om aan sodanige lasgewing gevolg te gee binne 'n tydperk van 14 dae vanaf die dag waarop sodanige brief aan hom afgelewer of gepos is, verval die voorsiening om ingevolge Artikel 12 (b) van die Ooreenkoms op te tree.

Giving of information by owner or driver of motor vehicle

5. When as a result of the driving of a motor vehicle any person other than the driver of such motor vehicle has been injured or killed the owner, and the driver if he is not the owner, shall complete form MMF 3, as set out in the Annexure hereto, and forward the form to MMF, P.O. Box 2743, Pretoria, 0001, within 14 days from the date of the occurrence.

Statistics

6. (1) Every appointed agent shall furnish the MMF—

- (a) within 14 days after the close of every month with particulars of claims received by him during the month in respect of compensation in terms of the Agreement in form MMF 4, as set out in the Annexure hereto;
- (b) weekly with particulars of payments made during the previous week in respect of such claims, in form MMF 5, as set out in the Annexure hereto;
- (c) within six weeks after the close of each financial year of the MMF with an estimate of undischarged liabilities in respect of all claims which were on hand at the end of the financial year in question and which were not yet finalised, in form MMF 6, as set out in the Annexure hereto; and
- (d) within six weeks after 30 April and 31 October of each year with particulars of the recovery of compensation in terms of Article 64 of the Agreement during the preceding six months, in form MMF 7, as set out in the Annexure hereto.

(2) The Director of the MMF may in writing call upon any appointed agent to make available to the MMF such information in connection with such statistics as he may deem desirable and an appointed agent shall, within 30 days of the date of receipt of the written request, supply the information called for.

(3) An appointed agent who fails to comply with any provision of this regulation shall be guilty of an offence and liable on conviction to a fine not exceeding R100.

Provision for security

7. (1) For the purpose of providing for the payment of compensation in terms of Article 12 (b) of the Agreement the Johannesburg City Council (hereinafter referred to as the depositor) shall deposit with the MMF a sum of R500 000 or any security approved by the MMF of a value of not less than the aforementioned amount or any sum of money and such security which together are in the opinion of the MMF not less than the aforementioned amount.

(2) If in the opinion of the MMF the value of a deposit referred to in subregulation (1) has fallen below the value required by that subregulation in respect of the deposit in question (hereinafter referred to as the required value) the MMF shall direct the depositor by a letter delivered to him, or by a registered letter sent through the post, to deposit a sum of money or further security to make up the deficiency, and if the depositor fails to comply with such directive within a period of 14 days from the date on which such letter was delivered or posted to him, the provision to act in terms of Article 12 (b) of the Agreement shall lapse.

(3) Indien die waarde van sodanige deposito volgens die MMF se oordeel die vereiste waarde te bowe gaan, moet die MMF op versoek van die deponeerder soveel van die deposito as wat die vereiste waarde te bowe gaan, aan hom teruggee.

(4) Die deponeerder kan 'n sekuriteit wat hy ingevolge subregulasie (1) gedeponeer het, of 'n deel daarvan, vervang deur 'n ander sekuriteit deur die MMF goedgekeur, mits die totale waarde van die deposito na die vervanging volgens die MMF se oordeel nie minder as die vereiste waarde is nie.

(5) By ontvangs van 'n kennisgewing van die deponeerder dat hy betaling van vergoeding ingevolge Artikel 12 (b) van die Ooreenkoms staak, moet die MMF sy deposito aan hom teruggee, tensy die MMF rede het om te glo—

(a) dat iemand teen die deponeerder 'n *bona fide*-eis ingestel het om skadevergoeding weens verlies of skade wat die eiser kon gely het as gevolg van liggaamlike besering van homself of die dood of liggaamlike besering van iemand anders, wat veroorsaak is deur of voortgespruit het uit die bestuur van 'n motorvoertuig waarvan die deponeerder die eienaar was, en dat aan sodanige eis nie voldoen is nie; of

(b) dat iemand voornemens is om so 'n eis teen die deponeerder in te stel;

en by teruggawe van die deposito aan die deponeerder verval die bepalinge van Artikel 12 (b) van die Ooreenkoms.

(6) Behoudens die bepalinge van subregulasie (5) moet die MMF 'n deposito wat ingevolge subregulasie (1) gemaak is, behou as sekuriteit vir die betaling van skadevergoeding bedoel in Artikel 40 van die Ooreenkoms waarvoor die deponeerder aanspreeklik mag word en vir enige koste van die invordering van sodanige skadevergoeding, en geen ander vordering teen die deponeerder as 'n vordering om sodanige skadevergoeding en sodanige koste word uit sodanige deposito betaal nie, behalwe vir sover die waarde daarvan die vereiste waarde oorskry.

(7) Indien 'n eis of 'n deel van 'n eis uit sodanige deposito betaal is en die waarde van die deposito na sodanige betaling minder as die vereiste waarde is, verval die deponeerder se reg om terugbetaling van die heffing op brandstof vir gebruik in sy motorvoertuig van die MMF ingevolge regulasie 8 te eis en moet die MMF die balans van die deposito, as daar 'n balans is, aan die deponeerder teruggee tensy die MMF rede het om te glo dat iemand 'n eis ingevolge Artikel 40 van die Ooreenkoms teen die deponeerder ingestel het en dat aan sodanige eis nie voldoen is nie of dat iemand voornemens is om so 'n eis teen die deponeerder in te stel.

(8) Indien die MMF te eniger tyd daarvan oortuig is dat die deponeerder in gebreke gebly het om sy aanspreeklikheid ingevolge Artikel 40 van die Ooreenkoms ten volle na te kom gaan die sekuriteit vir die doeleindes van die deponeerder se aanspreeklikheid ingevolge die Ooreenkoms op die MMF. Met dien verstande dat indien die deposito in die vorm van sekuriteit is, sodanige sekuriteit of 'n gedeelte daarvan in so 'n mate gereëliseer moet word dat 'n bedrag beskikbaar is wat gelyk is aan die bedrag van skadevergoeding en die koste van die invordering daarvan waarvoor die deponeerder nog aanspreeklik is en dat die bedrag of sekuriteit wat gedeponeer is, geag moet word met daardie bedrag verminder te wees.

(3) If in the opinion of the MMF the value of any such deposit exceeds the required value the MMF shall, at the request of the depositor, return to him so much of the deposit as exceeds the required value.

(4) The depositor may substitute for any security which he has deposited in terms of subregulation (1), or for any part thereof, any other security approved by the MMF, provided that the total value of the deposit after the substitution is, in the opinion of the MMF, not less than the required value.

(5) On receipt of a notice from the depositor that he is stopping payment of compensation in terms of Article 12 (b) of the Agreement the MMF shall return his deposit to him, unless the MMF has reason to believe—

(a) that any person has preferred against the depositor a *bona fide* claim for compensation for any loss or damage which the claimant may have suffered as a result of any bodily injury to himself or the death of or bodily injury to any other person, which was caused by or arose from the driving of a motor vehicle of which the depositor was the owner, and that such claim has not been satisfied; or

(b) that any person intends to prefer such a claim against the depositor;

and upon the return of the deposit to the depositor the provisions of Article 12 (b) of the Agreement shall lapse.

(6) Subject to the provisions of subregulation (5), the MMF shall hold a deposit made in terms of subregulation (1) as security for the payment of compensation referred to in Article 40 of the Agreement for which the depositor may become liable and for any costs incurred in recovering such compensation, and no claim against the depositor other than a claim for such compensation and such costs shall be paid out of such deposit, except in so far as its value exceeds the required value.

(7) If a claim or part of a claim has been paid out of such a deposit and the value of the deposit after such payment is less than the required value the depositor's right to claim a refund of the levy on fuel used in his motor vehicles from the MMF in terms of regulation 8 shall lapse and the MMF shall return the balance of the deposit, if any, to the depositor, unless the MMF has reason to believe that any person has preferred a claim in terms of Article 40 of the Agreement against the depositor and such claim has not been satisfied or that any person intends to prefer such a claim against the depositor.

(8) If at any time the MMF is satisfied that the depositor has failed to meet his liabilities under Article 40 of the Agreement the security concerned shall vest in the MMF for the purpose of the liabilities of the depositor under the Agreement: Provided that where the deposit was in the form of security such security or portion thereof shall be realised to such an extent that an amount is available that is equal to the amount of the compensation and the cost of recovery thereof for which the depositor is still liable and that the amount or the security which has been deposited shall be deemed to have been reduced by that amount.

(9) Wanneer sodanige deposito onvoldoende is om ten volle aan al die eise om skadevergoeding en die koste van alle persone te voldoen, moet die waarde van die deposito onder die verskillende persone wat op sodanige skadevergoeding en koste geregtig is, verdeel word in verhouding tot hulle onderskeie eise.

(10) Die MMF moet 'n som geld wat ingevolge subregulasie (1) of (2) gedeponeer is, belê op die wyse waarop gelde van die MMF gewoonlik belê word en moet aan die deponeerder die rente betaal wat sodanige belegging oplewer asook die rente wat 'n ander sekuriteit as geld, wat hy aldus gedeponeer het, inbring.

Eis om terugbetaling van die heffing op brandstof

8. (1) Indien die Johannesburgse Stadsraad (hierna die "deponeerder" genoem) ingevolge die bepalings van Artikel 12 (b) van die Ooreenkoms aan die vereistes van regulasie 7 voldoen het, is die deponeerder daarop geregtig om van die MMF terugbetaling te eis van die heffing wat ingesluit is in die koopprys van brandstof wat gebruik is deur motorvoertuie wat aan die deponeerder behoort.

(2) 'n Aansoek om terugbetaling van die heffing op brandstof deur die deponeerder moet—

(a) kwartaaliks, halfjaarlik of jaarlik aan die MMF gerig word en moet van geouditeerde state en stawende bewyse van aankoop en gebruik van brandstof vergesel wees; en

(b) afsonderlik ingedien word ten opsigte van petrol en diesel.

(3) Beamptes van die MMF of persone deur die MMF aangewys, is daarop geregtig om te eniger tyd van die deponeerder te eis dat alle dokumente met betrekking tot die aankoop en gebruik van brandstof ten opsigte waarvan 'n terugbetaling van die heffing geëis word, aan hulle voorgelê word.

Toepassing van regulasies in Suidwes-Afrika

9. Hierdie regulasies en enige wysigings daarvan is ook van toepassing in die gebied Suidwes-Afrika, met inbegrip van die Oostelike Caprivi Zipfel.

Voorbehoud

10. Die bepalings van die Motorvoertuigongelukke-regulasies, 1986, wat hierby opgeskort word, bly van toepassing ten opsigte van aangeleenthede wat betrekking het op eise wat voor die inwerkingtreding van hierdie regulasies ontstaan het.

Titel

11. Hierdie regulasies heet die Multilaterale Motorvoertuigongelukkeregulasies, 1989.

(9) When such deposit is insufficient to meet in full all claims for compensation and costs from all persons the value of the deposit shall be apportioned between the different persons entitled to such compensation and costs in proportion to their respective claims.

(10) the MMF shall invest any sum of money deposited in terms of subregulation (1) or (2) in the manner in which moneys of the MMF are ordinarily invested and shall pay over to the depositor the interest derived from such investment and any interest earned by any security other than money which he may have so deposited.

Claims for refund of levy on fuel

8. (1) Once the Johannesburg City Council (hereinafter referred to as the depositor) has, in terms of Article 12 (b) of the Agreement, complied with the requirements of regulation 7 the depositor shall be entitled to claim from the MMF a refund of the levy included in the purchase price of fuel used by motor vehicles of which the depositor is the owner.

(2) A claim for refund of the levy on fuel by the depositor shall—

(a) be submitted to the MMF quarterly, half-yearly or yearly and shall be accompanied by audited statements and supporting evidence of the purchase and use of fuel; and

(b) be made separately in respect of petrol and diesel.

(3) Officials of the MMF or persons appointed by the MMF shall at any time be entitled to demand of the depositor that all documents and books relating to the purchase and use of fuel in respect of which a refund of the levy is made be produced to them.

Application of regulations in South-West Africa

9. These regulations and any amendments thereto shall also apply in the Territory of South-West Africa, including the Eastern Caprivi Zipfel.

Savings

10. The provisions of the Motor Vehicle Accidents Regulations, 1986, which are hereby suspended, shall remain applicable in respect of matters relating to claims which arose prior to the commencement of these regulations.

Title

11. These regulations shall be called the Multilateral Motor Vehicle Accidents Regulations, 1989.

AANHANGSEL

VOORGESKREWE VORMS

Vorm No.

- MMF 1 Eis vir verlies of skade en mediese verslag.
- MMF 2 Eis vir geneeskundige dienste.
- MMF 3 Ongelukverslagvorm (motorongelukke).
- MMF 4 Statistieke: Eise ontvang.
- MMF 5 Statistieke: Eise betaal.
- MMF 6 Statistieke: Beraming van uitstaande aanspreeklikheid.
- MMF 7 Statistieke: Verhaalsreg.

Doel

EIS VIR VERLIES OF SKADE EN MEDIESE VERSLAG
(Eis kragtens die bepalings van Artikel 40 van die Ooreenkoms en regulasies)

Opmerkings:

- (i) 'n Afsonderlike vorm moet ingevul en ingedien word ten opsigte van elke persoon of oorledene vir wie se beserings of dood 'n eis om skadevergoeding ingestel word.
- (ii) Ten einde hierdie eis spoedig af te handel is dit noodsaaklik dat al die vereiste stawende bewyse en state hierdie vorm vergesel en in die geval van paragraaf 9 van hierdie vorm is dit wenslik om ook —
 - (a) alle regsmediese verslae in besit van die eiser aan te heg; en
 - (b) in verband met 'n eis vir toekomstige verlies van verdienste, op 'n afsonderlike staat aan te dui hoe sodanige verlies bereken is.
- (iii) Skriftelike magtiging tot inspeksie deur of namens die MMF of sy benoemde agent van alle rekords met betrekking tot die beseerde of oorledene wat in besit is van enige hospitaal of geneesheer moet hierdie vorm vergesel.
- (iv) Paragrawe 2 tot 5 asook paragraaf 6 (a) hieronder moet ingevul word voordat die vorm aan die geneesheer voorgelê word vir voltooiing van die mediese verslag.
- (v) Waar blokke vir 'n antwoord op 'n vraag verskaf is, moet 'n kruis in die toepaslike blok gemaak word.

1. PARTY AANSPREEKLIK VIR EIS
(benoemde agent of MMF)

2. EISER:

- (a) (i) VOLLE NAAM EN WOONADRES VAN EISER
- (ii) Burgerskap (iii) Identiteits-/paspoortno.
- (iv) Telefoonno: Huis Werk
- (b) Indien die eiser skadevergoeding namens 'n ander persoon/persone as homself/haarself eis, meld die volgende:
 - (i) Die hoedanigheid waarin die eiser optree
 - (ii) Naam en adres van persoon/persone namens wie skadevergoeding geëis word
 - (iii) Identiteits-/paspoortnommer van sodanige persoon/persone
 - (iv) Verwantskap van eiser aan sodanige persoon/persone
 (In die geval van 'n eis vir verlies van onderhoud of 'n eis ten behoeve van iemand anders, moet fotokopieë van die tersaaklike huweliks- en/of geboortesertifikate, na gelang van die geval, hierdie vorm vergesel.)

3. BESONDERHEDE VAN MOTORVOERTUIG WAT DIE VERLIES OF SKADE VEROORSAAK HET:

- (a) Registrasieletters en -nommer (i) Fabrikaat
- (ii) Tipe bak
- (b) Naam en adres van eienaar
- (c) Naam en adres van die bestuurder ten tyde van die ongeluk
- (d) INDIEN DIE EIS KRAGTENS REGULASIE 2 INGESTEL WORD:
 - (i) Beskrywing van ongeïdentifiseerde voertuig (indien bekend)
 - (ii) Meld op 'n afsonderlike staat wat aan hierdie vorm geheg is welke pogings aangewend is om die identiteit van die eienaar of bestuurder van die voertuig vas te stel.

4. BESONDERHEDE VAN DIE ONGELUK WAARIN DIE VOERTUIG IN PARAGRAAF 3 BESKRYF BETROKKE WAS:

- (a) Datum Tyd (b) Plek
- (c) Polisieostasie waar ongeluk aangemeld is en verwysingsnommer van polisie (indien bekend)
- (d) 'n Volledige beskrywing van die ongeluk asook 'n ruwe skets van die toneel van die ongeluk, gestaaf deur 'n beëdigde verklaring van die eiser en van enige ooggetuie (as daar is) moet op 'n afsonderlike staat wat aan hierdie vorm geheg is, verstrek word. Heg ook afskrifte aan van die polisieverslag en -plan, indien beskikbaar.

5. BESONDERHEDE VAN ANDER VOERTUIG IN ONGELUK BETROKKE (indien bekend):

- | | (i) | (ii) |
|--|-------|-------|
| (a) Registrasieletters en -nommer | | |
| (b) (i) Naam van eienaar (indien bekend) | | |
| (ii) Adres (indien bekend) | | |
| (iii) Beroep (indien bekend) | | |
| (c) (i) Naam van bestuurder ten tyde van ongeluk | | |
| (ii) Adres (indien bekend) | | |
- (Heg 'n afsonderlike staat aan indien meer as twee voertuie in die ongeluk betrokke was.)

6. BESONDERHEDE VAN PERSOON TEN OPSIGTE VAN WIE SE LIGGAAMLIKE BESAERING OF DOOD SKADE-VERGOEDING GEEÏS WORD:

- (a) Volle naam en adres
- (b) Identiteits-/paspoortnommer
- (c) Geslag (d) Geboortedatum (e) Ras
- (f) Huwelikstaat op datum van ongeluk: nooit getroud nie ☐ getroud ☐ geskei ☐ weduwe ☐ wewenaar ☐ geregtelik geskei ☐
- (g) Indien getroud: in gemeenskap van goed ☐ buite gemeenskap van goed ☐ volgens gebruikelike verbintenis ☐
- (h) Besigheid of beroep
- (i) Het hy/sy ten tyde van die ongeluk in een van die voertuie wat of in paragraaf 3 of in paragraaf 5 beskryf word, gereis? JA ☐ NEE ☐
- (j) Indien JA, meld (i) registrasieletters en -nommer van voertuig
(ii) as passasier of bestuurder
- (k) Indien hy/sy nie as 'n passasier of bestuurder in een van die voertuie wat of in paragraaf 3 of in paragraaf 5 beskryf word, gereis het nie, (i) waarmee het hy/sy gereis? of (ii) was hy/sy 'n voetganger? JA ☐ NEE ☐
- (l) Naam en adres van gewone geneesheer (as daar is)
- (m) Name en adresse van alle geneeshere wat hom/haar na die ongeluk behandel het (indien bekend)
- (n) (i) By watter hospitaal of verpleeginrigting of ander plek (as daar is) het hy/sy behandeling na die ongeluk ontvang?; en
(ii) Vir hoe lank as binnepatiënt (vanaf tot) en/of
buitepatiënt (vanaf tot)?
(iii) Klassifikasie vir hospitaaldoeleindes: hospitaalpatiënt ☐ privaatpatiënt ☐
(iv) Hospitaalverwysingsnommer (indien bekend)
- (o) Het hy/sy onmiddellik voor die ongeluk aan 'n liggaamlike gebrek of swakheid gely? JA ☐ NEE ☐
- (p) Indien JA, verstrek besonderhede
- (q) (i) Naam en adres van werkgever ten tyde van die ongeluk (indien daar meer as een werkgever is, meld name en adresse van almal)
- (ii) Tydperk in sy diens, vanaf tot
- (iii) Aard van werk
- (iv) Datum van hervatting van werk
- (r) Is hy/sy in die loop van sy/haar diens gedood of beseer? JA ☐ NEE ☐
- (s) Meld sy/haar inkomste vir die 12 maande onmiddellik voor die ongeluk—

R

- (i) uit werk
- (ii) uit enige ander bron (verstrek besonderhede)

Totaal R

7. INDIEN DIE PERSOON IN PARAGRAAF 6 GENOEM NOODLOTTIG BESEER IS, WORD ONDERSTAANDE BYKOMENDE INLIGTING TEN OPSIGTE VAN SODANIGE PERSOON VEREIS:

- (a) Plek waar dood plaasgevind het (b) Datum van afsterwe
- (c) Is dit bekend of daar 'n geregtelike doodsondersoek gehou is? JA ☐ NEE ☐
- (d) Indien bekend, meld in watter hof datum
en verwysingsnommer (heg 'n afskrif aan van die verslag oor die nadoodse ondersoek indien beskikbaar).
- (e) Naam en adres van eksekuteur van die oorledene se boedel

8. INDIEN DIE PERSOON IN PARAGRAAF 6 GENOEM NOODLOTTIG BESEER IS EN SKADEVERGOEDING GEËIS WORD DEUR OF NAMENS AFHANKLIKES VAN DAARDIE PERSOON, WORD ONDERSTAANDE INLIGTING TEN OPSIGTE VAN ELKE SODANIGE AFHANKLIKE VEREIS. (Indien skadevergoeding geëis word deur of namens meer as een afhanklike moet die inligting wat by hierdie paragraaf vereis word, ten opsigte van elke afhanklike verstrek word op 'n afsonderlike staat wat aan hierdie vorm geheg moet word.)

- (a) Volle naam en adres
- (b) Identiteits-Paspoortnommer
- (c) Geslag (d) Geboortedatum (e) Ras
- (f) Verwantskap aan oorledene
(Heg 'n fotokopie aan van die betrokke huwelik- en/of geboortesertifikate, na gelang van die geval.)
- (g) Huwelikstaats op datum van ongeluk: Nooit getroud nie ☐ getroud ☐ geskei ☐ wewenaar ☐ wedu-
wee ☐ geregteelik geskei ☐
- (h) Indien getroud: in gemeenskap van goed ☐ buite gemeenskap van goed ☐ volgens gebruikelike verbintenis ☐
- (i) Besigheid of beroep
- (j) Ly hy/sy aan 'n liggaamlike gebrek of swakheid: JA ☐ NEE ☐
- (k) Indien JA, verstrek volledige besonderhede
- (l) Naam en adres van werkgever op datum van ongeluk en hoe lank in sy diens (indien daar meer as een werkgever is, meld name en adresse van almal)
- (m) Meld sy/haar inkomste vir die 12 maande onmiddellik voor die ongeluk —

- (i) uit werk R
- (ii) uit enige ander bron (verstrek besonderhede) R

Totaal R

- (n) Besonderhede en bedrag van enige erfenis of ander voordele wat uit die boedel van die oorledene ontvang is of wat as gevolg van die dood van die persoon bedoel in paragraaf 6 hom/haar toekom uit enige ander bron, uitgesonderd versekerings- en/of pensioengelde.

9. SKADEVERGOEDING GEËIS:

Noukeurige besonderhede moet verstrek word ten opsigte van elkeen van die volgende items en moet, waar toepaslik, deur bewysstukke gestaaf word. (Indien nodig, kan die inligting wat by hierdie afdeling vereis word, verstrek word in 'n afsonderlike staat wat behoorlik onderteken en aan hierdie vorm geheg is.) [Sien ook Opmerking (ii) bo-aan vorm.]

Item	Bedrag R
(i) Hospitaalkoste (provinsiale hospitale)	
(ii) Hospitaalkoste (ander hospitale)	
(iii) Mediese koste	
(iv) Geraamde toekomstige mediese koste	
(v) Verlies van verdienste/onderhoud (vanaf datum van ongeluk tot op datum hiervan)	
(vi) Geraamde toekomstige verlies van verdienste/onderhoud	
(vii) Begrafniskoste	
(viii) Algemene skadevergoeding (pyn en lyding, permanente ongeskiktheid, ens.)	
Totaal	R

10. INDIEN DIE PERSOON IN PARAGRAAF 6 HIERBO GENOEM IN DIE LOOP VAN SY/HAAR DIENS GEDOOD OF BESEER IS MELD —

- (i) of die eiser geregtig is op skadeloosstelling ingevolge die Ongevallewet. JA ☐ NEE ☐
- (ii) Indien die eiser alreeds 'n bedrag as skadeloosstelling ingevolge die Ongevallewet ontvang het, meld bedrag en die Ongevallekommissaris se verwysing

Ek verklaar hierby dat die inligting in hierdie vorm vervat na my beste wete en oortuiging waar en korrek is.

Geteken te, op hede die dag van 19.....

As getuies:

1.

2.

Handtekening van eiser (genoem in paragraaf 2) as sy/haar gemagtigde verteenwoordiger. (Indien bostaande handtekening nie dié van die eiser is nie, moet skriftelike bewys dat hy/sy gemagtig is om as verteenwoordiger van die eiser op te tree hierdie vorm vergesel.)

ANNEXURE
PRESCRIBED FORMS

<i>Form No.</i>	<i>Purpose</i>
MMF 1	Claim for loss or damage and medical report.
MMF 2	Claim for medical services.
MMF 3	Accident report form (motor accidents).
MMF 4	Statistics: Claims received.
MMF 5	Statistics: Claims paid.
MMF 6	Statistics: Estimates of outstanding liabilities.
MMF 7	Statistics: Right of recourse.

MMF 1

CLAIM FOR LOSS OR DAMAGE AND MEDICAL REPORT

(Claim in terms of Article 40 of the Agreement and regulations)

Notes:

- (i) A separate form must be completed and lodged in respect of each person or deceased person for whose injury or death compensation is claimed.
- (ii) In order to deal with this claim at an early date it is essential that all the required supporting vouchers and statements should accompany this form and in the case of paragraph 9 of this form it is desirable to also—
 - (a) attach all medico-legal reports in the possession of the claimant; and
 - (b) indicate, in regard to a claim for future loss of earnings, on a separate statement how such loss is calculated.
- (iii) Written authority for inspection by or on behalf of the MMF or its appointed agent of all records regarding the injured or deceased person which may be in the possession of any hospital or medical practitioner must accompany this form.
- (iv) Paragraphs 2 to 5 as well as paragraph 6 (a) below must be completed before this form is submitted to the medical practitioner for completion of the medical report.
- (v) Where blocks are provided for the purpose of replying to a question, place a cross in the appropriate block.

1. PARTY LIABLE FOR THE CLAIM
(appointed agent or MMF)
2. CLAIMANT:
 - (a) (i) FULL NAME AND RESIDENTIAL ADDRESS OF CLAIMANT
 - (ii) Citizenship (iii) Identity/Passport No.
 - (iv) Telephone No.: Home Work
 - (b) If the claimant is claiming compensation on behalf of a person(s) other than himself/herself, state—
 - (i) Capacity in which claimant is acting
 - (ii) Name and address of person(s) on whose behalf compensation is being claimed
 - (iii) Identity/Passport number of such person(s)
 - (iv) Relationship of claimant to such person(s)
(In the event of a claim for loss of support or on behalf of another person, photocopies of relevant marriage and/or birth certificates, as the case may be, should accompany this form.)
3. PARTICULARS OF MOTOR VEHICLE WHICH CAUSED THE LOSS OR DAMAGE:
 - (a) Registration letters and number (i) Make (ii) Type of body
 - (b) Name and address of owner
 - (c) Name and address of driver at time of accident
 - (d) IF THE CLAIM IS MADE IN TERMS OF REGULATION 2:
 - (i) Description of unidentified vehicle (if known)
 - (ii) State on a separate statement attached to this form what efforts were made to establish the identity of the owner or driver of the vehicle.
4. PARTICULARS OF ACCIDENT IN WHICH THE VEHICLE DESCRIBED IN PARAGRAPH 3 WAS INVOLVED:
 - (a) Date Time (b) Place
 - (c) Police station at which reported and Police reference number (if known)
 - (d) Detailed account of the accident, including a rough sketch of the scene of the accident supported by sworn statements by claimant and eyewitnesses (if any) (must be furnished on a separate statement attached to this form). Also attach copies of the Police report and plan, if available.

5. PARTICULARS OF ANY OTHER VEHICLES INVOLVED IN ACCIDENT (if known):

	(i)	(ii)
(a) Registration letters and number		
(b) (i) Name of owner (if known)		
(ii) Address (if known)		
(iii) Occupation (if known)		
(c) (i) Name of driver at time of accident		
(ii) Address (if known)		
(If more than two vehicles were involved the particulars should be set out on a separate statement attached to this form.)		

6. PARTICULARS OF PERSON IN RESPECT OF WHOSE BODILY INJURY OR DEATH COMPENSATION IS CLAIMED:

(a) Full name and address

(b) Identity/Passport No.

(c) Sex (d) Date of birth (e) Race

(f) Marital status at date of accident: never married ☐ married ☐ divorced ☐ widowed ☐ legally separated ☐

(g) If married: in community of property ☐ out of community of property ☐ by customary union ☐

(h) Business or occupation

(i) At the time of the accident was he/she travelling in one of the vehicles described in either paragraph 3 or paragraph 5? YES ☐ NO ☐

(j) If YES, state: (i) Registration letters and number of vehicle; and
(ii) whether as a passenger or driver

(k) If he/she was not travelling as a passenger or driver in one of the vehicles described in either paragraph 3 or 5, (i) what was his/her mode of conveyance? or (ii) was he/she a pedestrian? YES ☐ NO ☐

(l) Name and address of usual medical practitioner (if any)

(m) Names and addresses of all medical practitioners who attended him/her after the accident (if known)

(n) (i) At which hospital or nursing home or other place (if any) did he/she receive treatment after the accident?; and
(ii) For what period as in-patient (from to)
and/or out-patient (from to)?
(iii) Classification for hospital purposes: hospital patient ☐ private patient ☐
(iv) Hospital reference number (if known)

(o) Was he/she suffering from any physical defect or infirmity immediately prior to the accident? YES ☐ NO ☐

(p) If YES, give details

(q) (i) Name and address of employer at date of accident (if more than one employer, state names and addresses of all)

 (ii) Period in his employment, from to
 (iii) Nature of work
 (iv) Date of resumption of work

(r) Was he/she injured or killed in the course of his/her employment? YES ☐ NO ☐

(s) State his/her income for the 12 months immediately preceding the accident—

R

(i) from employment

(ii) from any other source (give details)

R

Total

7. IF THE PERSON MENTIONED IN PARAGRAPH 6 WAS FATALLY INJURED THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED IN RESPECT OF SUCH PERSON:

(a) Place where death occurred (b) Date of death

(c) Is it known whether an inquest was held? YES ☐ NO ☐

(d) If known, state in what court date
and reference number (attach a copy of report on the post mortem examination, if available).

(e) Name and address of the executor of the deceased's estate

8. IF THE PERSON MENTIONED IN PARAGRAPH 6 WAS FATALLY INJURED AND COMPENSATION IS CLAIMED BY OR ON BEHALF OF DEPENDANTS OF THAT PERSON THE FOLLOWING INFORMATION IS REQUIRED IN RESPECT OF EACH SUCH DEPENDANT. (If compensation is claimed by or on behalf of more than one dependant the information required by this paragraph in respect of each dependant should be set out on a separate statement, which should be attached to this form.)

- (a) Full name and address
- (b) (i) Identity/Passport No.
- (c) Sex (d) Date of birth (e) Race
- (f) Relationship to deceased person
(Attach a photocopy of relevant marriage and/or birth certificates, as the case may be)
- (g) Marital status at date of accident: never married ☐ married ☐ divorced ☐ widowed ☐ legally separated ☐
- (h) If married: in community of property ☐ out of community of property ☐ by customary union ☐
- (i) Business or occupation
- (j) Is he/she suffering from any physical defect or infirmity? YES ☐ NO ☐
- (k) If YES, gave full particulars

- (l) Name and address of employer at date of accident and how long employed by such employer (if more than one employer, state names and addresses of all)

- (m) State his/her income for the 12 months immediately preceding the accident —

- (i) from employment R
- (ii) from any other source (give details)

Total R

- (n) Details and amount of any inheritance or any other benefits received from the estate of the deceased or accruing from any other source as a result of the death of the person referred to in paragraph 6 other than insurance and/or pension moneys.....

9. COMPENSATION CLAIMED:

Precise details must be given in respect of the following items and must be supported by vouchers, where applicable. (If necessary, the information required by this section may be set out on a separate statement duly signed and attached to this form). [See also Note (ii) at top of form.]

Item	Amount R
(i) Hospital expenses (provincial hospitals)	
(ii) Hospital expenses (other hospital)	
(iii) Medical expenses	
(iv) Estimated future medical expenses	
(v) Loss of earnings/support from date of accident to date hereof	
(vi) Estimated future loss of earnings/support	
(vii) Funeral expenses	
(viii) General damages (pain and suffering, permanent disability, etc.)	
Total	R

10. IF THE PERSON MENTIONED IN PARAGRAPH 6 ABOVE WAS KILLED OR INJURED IN THE COURSE OF HIS/HER EMPLOYMENT STATE:

- (i) Whether the claimant is entitled to compensation under the Workmen's Compensation Act. YES ☐ NO ☐
- (ii) If the claimant has already been compensated in terms of the Workmen's Compensation Act, state amount received and Workmen's Compensation Commissioner's reference.....

I hereby declare that to the best of my knowledge and belief the information contained in this form is true and correct.

Signed at this day of 19.....

As witnesses:

1.

2.

Signature of claimant (mentioned in paragraph 2) or his/her authorised representative. (If the above signature is not that of the claimant, proof in writing that he/she is authorised to act as representative of the claimant must accompany this form.)

MEDIESE VERSLAG

Opmerkings:

- (i) Regulasie 3 (1) (b) (i) bepaal dat hierdie verslag ingevul moet word deur die geneesheer wat die oorledene of beseerde persoon behandel het vir die liggaamlike beserings wat hy/sy opgedoen het in die voorval waaruit die eis voortspruit of deur die superintendant (of sy/haar verteenwoordiger) van die hospitaal waar die oorledene vir sodanige liggaamlike beserings behandel is.

- (ii) Waar blokke vir die antwoord op 'n vraag verskaf is, moet 'n kruis in die toepaslike blok gemaak word.

1. (a) Naam van persoon op wie hierdie verslag betrekking het

(b) Is u daarvan oortuig dat hierdie persoon die persoon is wat in paragraaf 6 van die eisvorm genoem word? JA ☐ NEE ☐

2. Datum waarop vir die eerste maal gesien na die ongeluk

3. Het u hom/haar te eniger tyd voor die ongelyk behandel? JA ☐ NEE ☐
Indien JA, meld datum van laaste sodanige behandeling en aard van ongesteldheid

4. Liggaamsdele beseer en mate van besering:

	Kop	Borskas	Nek	Buik	Rug	Boonste ledemate	Onderste ledemate	Bekken
Gering	☐	☐	☐	☐	☐	☐	☐	☐
Taamlik ernstig	☐	☐	☐	☐	☐	☐	☐	☐
Ernstig	☐	☐	☐	☐	☐	☐	☐	☐

5. (a) Verstrek volledige besonderhede van die aard van die beserings en enige komplikasies (byvoorbeeld gebreekte ribbes met hemotoraks, ope breuk van linkerskeelbeen, skending, ens.)

(b) Meld die behandeling wat tot op datum gegee is

6. Sal die persoon na verwag word permanent ongeskik wees? JA ☐ NEE ☐

Indien JA, verstrek volledige besonderhede

Indien NEE, het sy/haar toestand gestabiliseer geraak?

7. Word daar spesialisbehandeling gegee? JA ☐ NEE ☐

Indien JA, meld naam en adres van spesialis

8. (a) Is daar na verwagting toekomstige mediese behandeling nodig? JA ☐ NEE ☐

(b) Indien JA:

(i) Wat is die waarskynlike aard van sodanige behandeling en ten opsigte van watter beserings

(ii) Verwagte datum daarvan

(iii) Verwagte duur daarvan

(iv) Geraamde koste daarvan (indien moontlik) R.....

(c) Word daar verwag dat opneming in 'n hospitaal in verband met die toekomstige behandeling genoem in (a) hierby nodig sal wees? JA ☐ NEE ☐

(d) Indien JA, meld:

(i) Verwagte datum van opneming in hospitaal

(ii) Verwagte duur van verblyf in hospitaal

- Indien JA, meld:

- Naam van geneesheer Kwalifikasies
- Handtekening Datum
- Adres.....

Note:

- (ii) Where blocks are provided for the purpose of replying to a question, place a cross in the appropriate block.

2. Date when first seen after accident
3. Did you treat him/her at any time before the accident? YES ☐ NO ☐
- If YES, give date of last such treatment and nature of ailment.....

4. Parts of body injured and degree of injuries:

[illegible]

5. (a) Give full details of the nature of the injuries and any complications (e.g. fractured ribs with haemothorax, compound fracture left tibia, disfigurement, etc.)

- (b) State treatment given to date
-
-
-
-
-
-
-
6. Is permanent disability expected? YES ☐ NO ☐
- If YES, give full details
-
- If NO, has his/her condition stabilised?
7. Is specialist treatment being given? YES ☐ NO ☐
- If YES, give name and address of specialist
-
8. (a) Is future medical treatment foreseen? YES ☐ NO ☐
- (b) If YES:
- (i) What will the probable nature of such treatment be and in respect of which injuries
-
- (ii) Expected date thereof
- (iii) Expected duration thereof
- (iv) Estimated cost thereof (if possible) R
- (c) Is hospitalisation foreseen in connection with the future treatment referred to in (a) above? YES ☐ NO ☐
- (d) If YES, state:
- (i) Expected date of such hospitalisation
- (ii) Expected duration thereof
9. Have the injuries aggravated any pre-existing pathological condition? YES ☐ NO ☐
10. Has any such pre-existing pathological condition aggravated the effects of trauma? YES ☐ NO ☐
11. If the answer to either 9 or 10 above is YES, give full details
-
12. Has the person been confined to a hospital/nursing home? YES ☐ NO ☐
- If YES, state:
- (a) Name and address of hospital/nursing home
-
- (b) Hospital reference number (if known)
- (c) Date when discharged or when discharge is expected
13. If in employment at date of accident, state date when return to employment is expected
-
14. In the case of a fatality, state:
- (a) Date of death (b) Cause
- (c) Did any pre-existing pathological condition contribute to death? YES ☐ NO ☐
- (d) If YES, give full details
-
-

Name of medical practitioner Qualifications

Signature Date

Address

.....

EIS VIR GENEESKUNDIGE DIENSTE

(Artikel 44 van die Ooreenkoms)

Opmerkings:

- (i) 'n Afsonderlike vorm moet ten opsigte van elke derde party aan wie goedere of dienste gelewer is, ingevul en by die MMF of 'n benoemde agent, na gelang van die geval, ingedien word.
- (ii) Artikel 44, gelees met Artikel 62 van die Ooreenkoms, bepaal onder andere dat 'n eis ingevolge Artikel 44 die besonderhede moet bevat soos vermeld in 'n vorm wat by regulasie voorgeskryf word. Met die oog op hierdie bepaling van die Ooreenkoms moet hierdie vorm volledig ingevul word. 'n Duidelike antwoord moet verstrek word op elke vraag, en as 'n vraag nie op die eis van toepassing is nie, moet die woorde "nie van toepassing nie" ingevoeg word. 'n Vorm wat aftikmerkies, strepies, skrappings en veranderings bevat wat nie deur 'n handtekening bevestig is nie, word geag nie behoorlik ingevul te wees nie.
- (iii) Genoemde Artikels bepaal voorts dat sodanige eis per geregistreerde pos aangestuur of per hand by die MMF of sy benoemde agent afgelewer moet word.
- (iv) Waar blokke vir 'n antwoord op 'n vraag verskaf is, moet 'n kruis in die toepaslike blok gemaak word.

1. Party aanspreeklik vir die eis.....
(benoemde agent of MMF)

2. Eiser (geneesheer/tandarts/verpleegster/verpleër/apteker/verskaffer/hospitaal/verpleeginrigting):

(a) Volle naam

(b) Geregistreerde kwalifikasies (indien van toepassing)

(c) Adres

3. Derde party (aan wie diens gelewer is of gelewer word):

(a) Volle naam

(b) Registrasieletters/-nommer van motorvoertuig wat sy/haar beserings veroorsaak het

(c) Beserings opgedoen: (i) Datum (ii) Tyd (iii) Plek

(d) Aard van beserings

(e) Name van hospitaal/inrigting waarin hy/sy behandel is of behandel word

(f) Klassifikasie vir hospitaaldoeleindes:
Privaatpasiënt ☐ Hospitaalpasiënt ☐

(g) Hospitaalverwysingsnommer:

4. Eis vir behandeling/dienste/goedere gelewer:

(a) Datums/duur van behandeling/dienste/goedere gelewer:
Vanaf tot

(b) Aard/besonderhede van behandeling/dienste/goedere gelewer (spesifiseer elke item):

.....	R
.....	R
.....	R
.....	R
.....	R
Totaal	R

5. Eis vir behandeling in hospitaal/hospitale/verpleeginrigting(s):

(a) Tydperk van behandeling—
vanaf tot

(b) Getal dae teen R per dag R

(c) Buitepasiëntbehandelings—
Getal teen R elk R

(d) Operasiesaalgeld R

(e) Ander (spesifiseer) R

..... R

..... R

..... R

Totaal R

Handtekening

Datum

CLAIM FOR MEDICAL SERVICES

(Article 44 of the Agreement)

Notes:

- (i) A separate form must be completed and lodged with the MMF or its appointed agent, as the case may be, in respect of each third party to whom goods have been supplied or services rendered.
- (ii) Article 44 read with Article 62 of the agreement provides, *inter alia*, that a claim under Article 44 shall contain the particulars set out in a form prescribed by regulation. In view of this provision of the Agreement this form must be completed in all its particulars. A clear reply must be given to each question, and if a question is not applicable to the claim "not applicable" must be inserted. A form that contains ticks, dashes, deletions and alterations which are not confirmed by a signature will not be regarded as being properly completed.
- (iii) The said Articles further provide that such claim shall be sent by registered post or delivered by hand to the MMF or its appointed agent.
- (iv) Where blocks are provided for the purpose of replying to a question, place a cross in the appropriate block.

1. Party liable for the claim
(appointed agent or MMF)

2. Claimant (medical or dental practitioner/nurse/supplier/pharmacist/hospital/nursing home):

- (a) Full name
(b) Registered qualifications (if applicable)
(c) Address

3. Third party (to whom service has been rendered or is being rendered):

- (a) Full name
(b) Registration letters/No. of motor vehicle which caused his/her injuries
(c) Injuries sustained: (i) Date (ii) Time
(iii) Place
(d) Nature of injuries
(e) Names of hospitals/institutions in which he/she was treated or is being treated
(f) Classification for hospital purposes:
Private patient ☐ Hospital ☐
(g) Hospital reference number

4. Claim for treatment/services rendered/goods supplied:

- (a) Dates/duration of treatment/services rendered/goods supplied:
From to
(b) Nature/details of treatment/services rendered/goods supplied (specify each item):

.....	R
.....	R
.....	R
.....	R
.....	R
.....	R
Total.....	R

5. Claim for treatment in hospital(s)/nursing home(s):

- (a) Period of treatment—
from to
- (b) Number of days at per day R
- (c) Out-patient treatment—
Number at R each R
- (d) Operating theatre fee R
- (e) Other (specify) R
- R
- R
- R
- Total..... R

Signature

Date

MMF-VERSLAGVORM

(Kennisgewing van 'n ongeluk ingevolge Artikel 53 van die Ooreenkoms)

- N.B.** (i) Indien 'n motorvoertuigongeluk waarin 'n persoon beseer of gedood is nie binne 14 dae aan die Multilaterale Motorvoertuig-ongelukkefonds of sy benoemde agent gerapporteer word nie kan die vergoeding wat aan die derde party betaal word van die eienaar/bestuurder verhaal word (Artikel 64 van die Ooreenkoms).
- (ii) Waar blokke voorsien is vir die antwoord op 'n vraag, moet 'n kruisie in die toepaslike blok gemaak word.

Posgeld betaal

DIE DIREKTEUR
MMF
POSBUS 2743
PRETORIA
0001

Ongelukdatum

1. Voertuig:

- (a) Registrasieletters/-nommer Tipe bakwerk
- (b) Aandrywing: Petrol ☐ Diesel ☐ Gas ☐ Elektrasiteit ☐ Ander ☐ Geen ☐

2. Eienaar:

Naam Beroep

Posadres

Telefoonnommer: Besigheid Huis

3. Bestuurder:

Naam Beroep

Posadres

Telefoonnommer: Besigheid Huis

Bestuurderslisensieno. Datum uitgereik

Endossement (as daar is)

Fisiese/geestelike gebreke (as daar is)

4. Ander voertuig/voertuie in ongeluk betrokke:

	(i)	(ii)	(iii)
(a) Registrasieno			
(b) Naam van eienaar			
(c) Adres van eienaar			
(d) Naam van bestuurder			
(e) Adres van bestuurder			

5. Getuie(s) van ongeluk:

	(i)	(ii)	(iii)
(a) Naam			
(b) Adres			

6. Persone beseer of gedood:

	(i)	(ii)	(iii)
(a) Naam			
(b) Adres			

7. Ongeluk:

(a) Datum (b) Tyd

(c) Plek

(d) Polisieostasie waar aangemeld

(e) Polisieverwysingsnommer

MMF 3

MMF REPORT FORM

(Notice of an accident in terms of Article 53 of the Agreement)

- N.B.** (i) If a motor vehicle accident in which a person is injured or killed is not reported to the MMF or its appointed agent within 14 days the compensation paid to the third party may be recovered from the owner or driver (Article 64 of the Agreement).
- (ii) Where blocks are provided for the purpose of replying to a question, place a cross in the appropriate block.

Postage
paid

THE DIRECTOR
MMF
P.O. BOX 2743
PRETORIA
0001

Date of accident

1. Motor vehicle:

- (a) Registration letters/No. Type of body
- (b) Propulsion: Petrol ☐ Diesel ☐ Gas ☐ Electricity ☐ Other ☐ None ☐

2. Owner:

Name Occupation

Postal address

Telephone No: Business: Home

3. Driver:

Name Occupation

Postal address

Telephone No.: Business Home

Driver's Licence No. Date issued

Endorsements (if any)

Physical/Mental defects (if any)

4. Other vehicle(s) involved in accident concerned:

	(i)	(ii)	(iii)
(a) Registration No.			
(b) Name of owner			
(c) Address of owner			
(d) Name of driver			
(e) Address of driver			

5. Witness(es) of accident:

	(i)	(ii)	(iii)
(a) Name			
(b) Address			

6. Person(s) injured or killed:

	(i)	(ii)	(iii)
(a) Name			
(b) Address			

7. Accident:

(a) Date (b) Time

(c) Place

(d) Police station at which reported

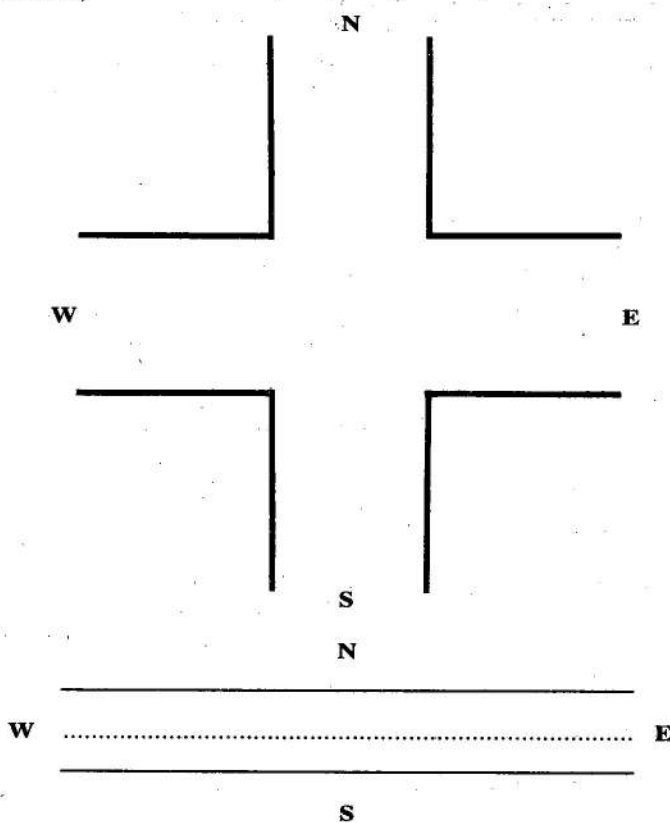
(e) Police reference number

8. *Conditions during accident:*

- (a) Weather conditions: Sunny ☐ Dark ☐ Cloudy ☐ Rain ☐
- (b) Visibility: Good ☐ Reasonable ☐ Bad ☐
- (c) Road surface: Gravel ☐ Sand ☐ Tar ☐
- (d) Street lights: On ☐ Off ☐
- (e) Own vehicle lights: Bright ☐ Dim ☐ None ☐
- (f) Other vehicles lights: Bright ☐ Dim ☐ None ☐
- (g) Speed at time of accident

9. *Sketch plan of accident:*

(Furnish approximate distances)



10. Detailed description of accident:

[illegible]

I declare that to the best of my knowledge the information contained in this form is true and correct.

Date

.....
Signature of driver

Signature of owner

MMF 4

EISE ONTVANG

(Artikel 62 van die Ooreenkoms)

(Moet in tweevoud ingedien word)

Naam van benoemde agent

Finansiële jaar waartydens eise ontstaan het..... Opgawe No.....

..... maand eindigende 19.....

Eisnommer	Opmerkings
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	
23.	
24.	
25.	

Administrasiekoste:

Getal eise..... teen R per eis=R

..... Datum Korrek verklaar Handtekening

CLAIMS RECEIVED

(Article 62 of the Agreement)

(Must be completed in duplicate)

Name of appointed agent.....

Financial year during which claims arose Return No.....

..... month ending 19.....

Claim No.	Remarks
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
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Administration costs:

Number of claims..... at R per claim=R.....

..... Date Certified correct Signature

.....
Signature

BYLAEB

	Mei	Jun.	Jul.	Aug.	Sept.	Okt.	Nov.	Des.	Jan.	Feb.	Mar.	Apr.	Totaal
Sentraboer.....	1	1	1	1	—	1	1	1	1	—	1	1	10
Comm. Union	2-3	2	2-3	2	1-2	2	2-3	2	2-3	1	2-3	2	18
President	4-6	3-6	4-6	3-6	3-5	3-5	4-6	3-6	4-6	2-5	4-6	3-6	41
Santam	7-18	7-18	7-17	7-18	6-17	6-16	7-18	7-18	7-17	6-17	7-18	7-17	140
Mutual & Fed.	19-20	19-20	18-20	19-20	18-19	17-19	19-20	19-20	18-20	18-19	19-20	18-20	28
Gen. Accid.	21-22	21	21-22	21	20-21	20	21-22	21	21-22	20-21	21-22	21	19
Guard. Nas.	23	22-23	23	22-23	22-23	21-22	23	22-23	23	22-23	23	22-23	19
Fedgen	24	—	24	24	—	23	24	24	24	—	24	—	8
Allianz	25	24	25	25	24	24	25	25	25	24	25	24	12
N.E.G	26-28	25-26	26-28	26-27	25-27	25-27	26-27	26-28	26-27	25-27	26-27	25-27	31
Standard Gen.	—	27	—	28	—	28	—	—	28	—	28	—	5
SA Eagle	29-31	28-30	29-31	29-31	28-30	29-31	28-30	29-31	29-31	28-29	29-31	28-30	35
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SCHEDULE B

	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	Total
Sentraboer.....	1	1	1	1	—	1	1	1	1	—	1	1	10
Comm. Union	2-3	2	2-3	2	1-2	2	2-3	2	2-3	1	2-3	2	18
President	4-6	3-6	4-6	3-6	3-5	3-5	4-6	3-6	4-6	2-5	4-6	3-6	41
Santam	7-18	7-18	7-17	7-18	6-17	6-16	7-18	7-18	7-17	6-17	7-18	7-17	140
Mutual & Fed.	19-20	19-20	18-20	19-20	18-19	17-19	19-20	19-20	18-20	18-19	19-20	18-20	28
Gen. Accid.	21-22	21	21-22	21	20-21	20	21-22	21	21-22	20-21	21-22	21	19
Guard. Nas.	23	22-23	23	22-23	22-23	21-22	23	22-23	23	22-23	23	22-23	19
Fedgen	24	—	24	24	—	23	24	24	24	—	24	—	8
Allianz	25	24	25	25	24	24	25	25	25	24	25	24	12
N.E.G	26-28	25-26	26-28	26-27	25-27	25-27	26-27	26-28	26-27	25-27	26-27	25-27	31
Standard Gen.	—	27	—	28	—	28	—	—	28	—	28	—	5
SA Eagle	29-31	28-30	29-31	29-31	28-30	29-31	28-30	29-31	29-31	28-29	29-31	28-30	35
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 "Voorwaardes vir Publikasie" van wetlike
 kennisgewings in die *Staatskoerant*, asook met die
 nuwe tariewe wat daarmee in verband staan

Please, acquaint yourself thoroughly with the
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 the *Government Gazette*, as well as the new tariffs
 in connection therewith

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