

REPUBLIEK
VAN
SUID-AFRIKA



REPUBLIC
OF
SOUTH AFRICA

Staatskoerant Government Gazette

Regulasiekoerant
Regulation Gazette

No. 5189

Vol. 341

PRETORIA, 12 NOVEMBER 1993

No. 15253

GOEWERMENSKENNISGEWINGS

ADMINISTRASIE: VOLKSRAAD

DEPARTEMENT VAN ONDERWYS EN KULTUUR

No. R. 2127

12 November 1993

WET OP UNIVERSITEITE, 1955

UNIVERSITEIT VAN DIE ORANJE-VRYSTAAT:
WYSIGING VAN STATUUT

Die Raad van die Universiteit van die Oranje-Vrystaat het kragtens artikel 17 (1) van die Wet op Universiteite, No. 61 van 1955, met die goedkeuring van die Minister van Onderwys en Kultuur, die statute in die Bylae hiervan uiteengesit, opgestel.

BYLAE

1. In hierdie Bylae beteken die uitdrukking "die Statuut" die statuut wat gepubliseer is by Goewermenskennisgewing No. R. 429 van 22 Maart 1963, soos gewysig by Goewermenskennisgewings Nos. R. 1418 van 13 September 1963, R. 634 van 23 April 1971, R. 1525 van 25 Augustus 1972, R. 521 van 5 April 1973, R. 348 van 8 Maart 1974, R. 512 van 1 April 1977, R. 2231 van 10 November 1978, R. 296 van 23 Februarie 1979, R. 283 van 15 Februarie 1980, R. 2405 van 28 November 1980, R. 1253 van 19 Junie 1981, R. 2836 van 31 Desember 1981, R. 175 van 28 Januarie 1983, R. 567 van 15 Maart 1985, R. 2592 van 15 November 1985, R. 316 van 21 Februarie 1986, R. 2661 van 8 Desember 1989 en R. 1967 van 16 Augustus 1991.

2. Paragraaf 12 van die Statuut word hierby deur die volgende vervang:

"12. (1) Behoudens andersluidende bepalings van hierdie Statuut beklee 'n lid van die Raad sy amp vir 'n tydperk van vyf jaar.

(2) Die Rektor en die Viserektore bly lede van die Raad solank hulle die ampte van onderskeidelik Rektor en Viserektor beklee.

(3) 'n Verteenwoordiger van die Senaat tree uit sodra hy nie meer lid van die Senaat is nie.

GOVERNMENT NOTICES

ADMINISTRATION: HOUSE OF ASSEMBLY

DEPARTMENT OF EDUCATION AND CULTURE

No. R. 2127

12 November 1993

UNIVERSITIES ACT, 1955

UNIVERSITY OF THE ORANGE FREE STATE:
AMENDMENT OF STATUTE

The Council of the University of the Orange Free State has, with the approval of the Minister of Education and Culture, under section 17 (1) of the Universities Act, No. 61 of 1955, framed the statutes set out in the Schedule hereto.

SCHEDULE

1. In this Schedule, the expression "the Statute" means the statute published under Government Notice No. R. 429 of 22 March 1963, as amended by Government Notices Nos. R. 1418 of 13 September 1963, R. 634 of 23 April 1971, R. 1525 of 25 August 1972, R. 521 of 5 April 1973, R. 348 of 8 March 1974, R. 512 of 1 April 1977, R. 2231 of 10 November 1978, R. 296 of 23 February 1979, R. 283 of 15 February 1980, R. 2405 of 28 November 1980, R. 1253 of 19 June 1981, R. 2836 of 31 December 1981, R. 175 of 28 January 1983, R. 567 of 15 March 1985, R. 2592 of 15 November 1985, R. 316 of 21 February 1986, R. 2661 of 8 December 1989 and R. 1967 of 16 August 1991.

2. The following is hereby substituted for paragraph 12 of the Statute:

"12. (1) Subject to contrary provisions of this Statute, a member of the Council shall hold office for a period of five years.

(2) The Rektor and the Vice-Rektors shall remain members of the Council for as long as they hold the offices of Rektor and Vice-Rektor, respectively.

(3) A representative of the Senate shall resign as soon as he ceases to be a member of the Senate.

(4) Die voorsitter van die Studenteraad bly lid van die Raad solank hy die amp van voorsitter van die Studenteraad beklee. Indien hy deur enige ander Studenteraadslid vervang word, eindig sy plaasvervanger se termyn sodra die ampstermyn van die voorsitter van die Studenteraad vir wie hy as plaasvervanger optree, eindig.

(5) Behoudens die bepalings van paragraaf 15 word die ampsduur van 'n lid van die Raad bereken vanaf die datum waarop die vakature ontstaan het. Met dien verstande dat die ampsduur van die Rektor, die Viserektore en die voorsitter van die Studenteraad, wat ampshalwe lede van die Raad is, 'n aanvang neem op die datum wat so 'n lid die betrokke amp begin beklee."

3. Paragraaf 13 (2) van die Statuut word hierby gewysig deur die uitdrukking "benoem ingevolge paragraaf (a) of (d)" te vervang deur die uitdrukking "bedoel in paragraaf (a), (b) of (e)".

4. Paragraaf 15 van die Statuut word hierby gewysig deur die bestaande paragraaf te hernoem tot 15 (1) en die volgende subparagraaf by te voeg:

"(2) Indien die voorsitter van die Studenteraad nie sy amp as lid van die Raad aanvaar nie, stel die Registrateur die Studenteraad daarvan in kennis en moet die Studenteraad onverwyld een van sy lede vir dié amp benoem. Hierdie persoon beklee die amp gedurende die onverstreke termyn van die voorsitter van die Studenteraad vir wie hy as plaasvervanger optree."

5. Paragraaf 20 van die Statuut word hierby gewysig deur subparagraaf (1) deur die volgende te vervang:

"(1) Die Registrateur moet minstens vyf dae voor die datum van 'n gewone vergadering alle lede van die Raad en enigiemand wat ingevolge paragraaf 23 (3) daarop geregtig is om as waarnemer die vergadering van die Raad by te woon skriftelik, met vermelding van die sake vir behandeling, van sodanige vergadering kennis gee by die adres wat vir die doeleindes van sodanige kennisgewing skriftelik aan die Registrateur verstrekk is."

6. Paragraaf 23 van die Statuut word hierby gewysig deur die volgende subparagraaf by te voeg:

"(3) 'n Lid van die Studenteraad wat deur die Studenteraad benoem word, is daarop geregtig om as waarnemer, sonder stemreg, die vergaderings van die Raad by te woon. Die waarnemer is nie daarop geregtig om aan enige bespreking van die Raad deel te neem nie tensy hy eers die verlof van die vergadering daartoe verkry het.

(4) Behoudens subparagraaf (3) kan die Voorsitter iemand wat nie 'n lid van die Raad is nie, toelaat om sonder stemreg die vergaderings van die Raad by te woon, welke persoon nie daarop geregtig is om aan enige bespreking van die Raad deel te neem nie tensy hy eers die verlof van die vergadering daartoe verkry het."

(4) The chairman of the Students' Representative Council shall remain a member of the Council for as long as he holds the office of chairman of the Students' Representative Council. Should he be replaced by any other member of the Students' Representative Council, his alternate's period of office shall end on the expiry of the period of office of the chairman of the Students' Representative Council for whom he is acting as alternate.

(5) Subject to the provisions of paragraph 15, the period of office of a member of the Council shall be reckoned from the date on which the vacancy occurred: Provided that the period of office of the Rektor, the Vice-Rectors and the chairman of the Students' Representative Council, who are *ex officio* members of the Council, shall commence on the date on which such a member assumes the office concerned."

3. Paragraph 13 (2) of the Statute is hereby amended by the substitution for the expression "appointed in terms of paragraph (a) or (d)" of the expression "referred to in paragraph (a), (b) or (e)".

4. Paragraph 15 of the Statute is hereby amended by renumbering the existing paragraph to 15 (1) and by inserting the following subparagraph:

"(2) If the chairman of the Students' Representative Council does not assume office as a member of the Council, the Registrar shall notify the Students' Representative Council, and the Students' Representative Council shall forthwith nominate one of its members for this office. This person shall hold the office during the unexpired period of office of the chairman of the Students' Representative Council for whom he is acting as alternate."

5. Paragraph 20 of the Statute is hereby amended by substituting the following for subparagraph (1):

"(1) At least five days prior to the date of an ordinary meeting, the Registrar shall give notice in writing to all members of the Council and to any person who is entitled in terms of paragraph 23 (3) to attend the meeting of the Council as an observer at the address given to the Registrar in writing for the purpose of such notification, which notice shall set forth the business to be dealt with."

6. Paragraph 23 of the Statute is hereby amended by inserting the following subparagraphs:

"(3) A member of the Students' Representative Council who has been nominated by the Students' Representative Council shall be entitled to attend the meetings of the Council as an observer, without the right to vote. The observer shall not be entitled to participate in any discussion of the Council unless he has obtained the prior permission of the meeting to do so.

(4) Subject to subparagraph (3), the Chairman may allow a person who is not a member of the Council to attend the meetings of the Council without the right to vote, which person shall not be entitled to participate in any discussion of the Council unless he has obtained the prior permission of the meeting to do so."

7. Paragraaf 26 van die Statuut word hierby gewysig deur na die woorde "prosedure" die volgende in te voeg:

"of met betrekking tot die reg tot bywoning van vergaderings van die Raad deur ander persone as lede van die Raad".

8. Paragraaf 40 van die Statuut word hierby gewysig deur die volgende subparagraaf by te voeg:

"(3) Die Voorsitter kan iemand wat nie 'n lid van die Senaat is nie, toelaat om sonder stemreg die vergaderings van die Senaat by te woon, welke persoon nie daarop geregtig is om aan enige besprekings van die Senaat deel te neem nie tensy hy eers die verlof van die vergadering daartoe verkry het."

9. Paragraaf 42 van die Statuut word hierby gewysig deur na die woord "prosedure" die volgende in te voeg:

"of met betrekking tot die reg tot bywoning van vergaderings van die Senaat deur ander persone as lede van die Senaat".

10. Die Statuut word hierby gewysig deur na die bestaande paragraaf 48 die volgende nuwe paragraaf in te voeg:

"Verteenwoordigers van die Studenteraad"

48A. (1) Die lede van die Senaat wat deur die Studenteraad gekies word, beklee hul amp vir dieselfde tydspan as waarvoor hulle as lede van die Studenteraad verkies word.

(2) Indien 'n lid van die Senaat wat deur die Studenteraad gekies is, sterf of bedank of sy amp om 'n ander rede as tydverloop neerlê, stel die Registrateur die Studenteraad van die vakature in kennis en moet die Studenteraad onverwyld 'n opvolger benoem wat die amp gedurende die onverstreke ampstermyn van sy voorganger beklee.

(3) Die Studenteraad moet die Registrateur onverwyld skriftelik in kennis stel van die naam en adres van elke persoon wat as lid van die Senaat benoem word."

7. Paragraph 26 of the Statute is hereby amended by inserting the following after the word "procedure":

"or with regard to the right of persons other than members of the Council to attend meetings of the Council".

8. Paragraph 40 of the Statute is hereby amended by inserting the following subparagraph:

"(3) The Chairman may allow a person who is not a member of the Senate to attend the meetings of the Senate without the right to vote, which person shall not be entitled to participate in any discussion of the Senate unless he has obtained prior permission from the meeting to do so."

9. Paragraph 42 of the Statute is hereby amended by inserting the following after the word "procedure":

"or with regard to the right of persons other than members of the Senate to attend meetings of the Senate".

10. The Statute is hereby amended by inserting the following new paragraph after the existing paragraph 48:

"Representatives of the Students' Representative Council"

48A. (1) The members of the Senate who are elected by the Students' Representative Council shall hold office for the same duration as that for which they have been elected as members of the Students' Representative Council.

(2) If a member of the Senate who has been elected by the Students' Representative Council dies or resigns or relinquishes his office for any reason other than effluxion of time, the Registrar shall notify the Students' Representative Council of the vacancy, and the Students' Representative Council shall forthwith nominate a successor, who shall hold the office during the unexpired period of office of his predecessor.

(3) The Students' Representative Council shall forthwith notify the Registrar in writing of the name and address of each person who is nominated as a member of the Senate."

DEPARTEMENT VAN FINANSIES

No. R. 2129

12 November 1993

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/637)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,

Adjunkminister van Finansies.

DEPARTMENT OF FINANCE

No. R. 2129

12 November 1993

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/637)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
85.32	"8532.29		Deur subpos No. 8532.29 deur die volgende te vervang:			
	.15	5	Ander: Ontwerp vir gebruik in 50/60 Hz stroombane en met 'n reaktiewe kraghanteringsvermoë van minder as 0,5 kVar	getal	25%	
	.90	2	Ander Deur subpos No. 8532.90 deur die volgende te vervang:	getal	vry"	
	"8532.90		Onderdele:			
	.10	9	Wikkelings	kg	25%	
	.90	7	Ander	kg	vry"	

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
85.32	"8532.29		By the substitution for subheading No. 8532.29 of the following:			
	.15	5	Other: Designed for use in 50/60 Hz circuits and having a reactive power handling capacity of less than 0,5 kVar	no.	25%	
	.90	2	Other By the substitution for subheading No. 8532.90 of the following:	no.	free"	
	"8532.90		Parts:			
	.10	9	Windings	kg	25%	
	.90	7	Other	kg	free"	

No. R. 2130

12 November 1993

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE No. 1 (No. 1/1/638)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 1 by genoemde Wet hiermee gewysig, met terugwerkende krag tot 1 Oktober 1993, in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,

Adjunkminister van Finansies.

No. R. 2130

12 November 1993

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE No. 1 (No. 1/1/638)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended, with retrospective effect to 1 October 1993, to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

Pos	Subpos	T. S.	Artikelbeskrywing	Statistiese Eenheid	Skaal van Reg	Annotasies
87.02	"10	8	Deur subpos No. 8702.10.10 deur die volgende te vervang: Toegerus met binnebagasierakke, lugreëlaar, toilet, kombuisseenheid ten volle toegerus met elektriese kragpunte, koelkas, straalontluggers en leesligte	getal	55%"	

SCHEDULE

Heading	Subheading	C. D.	Article Description	Statistical Unit	Rate of Duty	Annotations
87.02	"10	8	By the substitution for subheading No. 8702.10.10 of the following: Fitted with interior parcel racks, air conditioner, toilet, kitchen unit complete with electrical power outlets, refrigerator, jet vents and reading lights	no.	55%"	

No. R. 2131**12 November 1993****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE No. 2 (No. 2/16)**

Kragtens artikel 56 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae No. 2 by genoemde Wet hiermee gewysig in die mate in die Bylae hiervan aangetoon.

T. G. ALANT,

Adjunkminister van Finansies.

No. R. 2131**12 November 1993****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE No. 2 (No. 2/16)**

Under section 56 of the Customs and Excise Act, 1964, Part 1 of Schedule No. 2 to the said Act is hereby amended to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

I Item	II				III Korting- items	IV Ingevoer vanaf of Afkomsig van	V Skaal van Anti-dum- pingreg	VI Annota- sies
	Tariefpos	Kode	T. S.	Beskrywing				
213.00				Deur na item 211.14 die volgende in te voeg:				
"213.00				Artikels van klip, gips, sement, asbes, mika of dergelike stowwe; keramiese produkte; glas en glasware				
213.03	7005.29	01.06	62	Glas en glasware Afstrykglas, in velle, met 'n dikte van meer as 2,5 mm maar hoogstens 3 mm (uitgesonderd optiese glas)		Thailand Singapoer	76c/m ² 78c/m ² "	

SCHEDULE

I Item	II				III Rebate Items	IV Imported from or Originating in	V Rate of Anti- dumping Duty	VI Annota- tions
	Tariff Heading	Code	C. D.	Description				
213.00				By the insertion after tariff heading No. 211.14 of the following:				
"212.00				Articles of stone, plaster, cement, asbestos, mica or similar materials; ceramic products; glass and glassware				
213.03	7005.29	01.06	62	Glass and glassware Float glass, in sheets, of a thickness exceeding 2,5 mm but not exceeding 3 mm (excluding optical glass)		Thailand Singapore	76c/m ² 78c/m ² "	

No. R. 2132**12 November 1993****DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE No. 3 (No. 3/240)**

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.

T. G. ALANT,

Adjunkminister van Finansies.

No. R. 2132**12 November 1993****CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE No. 3 (No. 3/240)**

Under section 75 of the Customs and Excise Act, 1964, Schedule No. 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

T. G. ALANT,

Deputy Minister of Finance.

BYLAE

I Korting- item	II				III Mate van Korting	Annota- sies
	Tarief- pos	Korting- kode	T. S.	Beskrywing		
306.01				Deur kortingkode 05.00 by tariefpos No. 29.05 te skrap. Deur tariefpos No. 2905.14 deur die volgende te vervang:		
	"2905.14	01.06	67	Butan-2-ol, vir die vervaardiging van disekondêre butiel-ditiofosfate	Volle reg	
		02.06	61	Isobutielalkohole, vir die vervaardiging van alkielditiofosfate en xantate	Volle reg"	

SCHEDULE

I Rebate Item	II				III Extent of Rebate	Annota- tions
	Tariff Heading	Rebate Code	C. D.	Description		
306.01				By the deletion of rebate code 05.00 to tariff heading No. 29.05. By the substitution for tariff heading No. 2905.14 of the following: Butan-2-ol, for the manufacture of disecndary butyl dithiophosphates Isobutyl alcohols, for the manufacture of alkylidithiophosphates and xanthates	Full duty Full duty"	
	"2905.14	01.06	67			
		02.06	61			

DEPARTEMENT VAN LANDBOU

No. R. 2128

12 November 1993

BEMARKINGSWET, 1968
(WET No. 59 VAN 1968)

SAGTEVRUGTESKEMA: BEPERKING OP LEWERINGS VAN SAGTEVRUGTE: WYSIGING*

Ek, André Isak van Niekerk, Minister van Landbou, maak hierby ingevolge artikel 79 van die Bemarkingswet, 1968 (Wet No. 59 van 1968), bekend dat—

- (a) die Sagtevrugteraad bedoel in artikel 6 van die Sagtevrugteskema gepubliseer by Proklamasie No. R. 220 van 1979, soos gewysig kragtens artikel 50 van genoemde Skema, die Bylae by Goewermenskennisgewing No. R. 2534 van 8 November 1985, soos gewysig, verder gewysig het in die mate in die Bylae hierby uiteengesit; en
- (b) genoemde wysiging deur my goedgekeur is en op die datum van publikasie hiervan in werking tree.

A. I. VAN NIEKERK,
Minister van Landbou.

* Bepaling van hoeveelhede en klasse van sekere soorte sagtevrugte wat vir uitvoer gelewer mag word.

BYLAE

Die Bylae by Goewermenskennisgewing No. R. 2534 van 8 November 1985, soos gewysig deur Goewermenskennisgewings Nos. R. 2373 van 14 November 1986, R. 2614 van 20 November 1987, R. 2513 van 9 Desember 1988, R. 2626 van 1 Desember 1989, R. 782 van 5 April 1990, R. 3024 van 28 Desember 1990, R. 3055 van 13 Desember 1991 en R. 2838 van 9 Oktober 1992, word hierby verder gewysig deur die Tabel en Notas daarin deur die volgende Tabel en Notas te vervang:

DEPARTMENT OF AGRICULTURE

No. R. 2128

12 November 1993

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

DECIDUOUS FRUIT SCHEME: RESTRICTION ON DELIVERIES OF DECIDUOUS FRUIT: AMENDMENT*

I, André Isak van Niekerk, Minister of Agriculture, hereby make known in terms of section 79 of the Marketing Act, 1968 (Act No. 59 of 1968), that—

- (a) the Deciduous Fruit Board referred to in section 6 of the Deciduous Fruit Scheme published by Proclamation No. R. 220 of 1979, as amended, has under section 50 of the said Scheme further amended the Schedule to Government Notice No. R. 2534 of 8 November 1985, as amended, to the extent set out in the Schedule hereto; and
- (b) the said amendment has been approved by me and shall come into operation on the date of publication hereof.

A. I. VAN NIEKERK,
Minister of Agriculture.

* Determination of quantities and classes of certain kinds of deciduous fruit which may be delivered for export.

SCHEDULE

The Schedule to Government Notice No. R. 2534 of 8 November 1985, as amended by Government Notices Nos. R. 2373 of 14 November 1986, R. 2614 of 20 November 1987, R. 2513 of 9 December 1988, R. 2626 of 1 December 1989, R. 782 of 5 April 1990, R. 3024 of 28 December 1990, R. 3055 of 13 December 1991 and R. 2838 of 9 October 1992, is hereby further amended by the substitution for the Table and Notes therein of the following Table and Notes:

TABEL • TABLE

MAKSIMUM HOEVEELHEID SAGTEVRUGTE WAT VIR UITVOER AAN SAGTEVRUGTERAAD GELEWER MAG WORD
 MAXIMUM QUANTITY OF DECIDUOUS FRUIT THAT MAY BE DELIVERED TO DECIDUOUS FRUIT BOARD FOR EXPORT

Soort en kultivar sagtevrugte Kind and cultivar of deciduous fruit	Tydperk van lewering Period of delivery	Hoogste getal eenhede Maximum number of units	Nommer van toe- paslike nota Number of appli- cable note
1	2	3	4
1. Appels/Apricots: Alle kultivars/All cultivars	93-10-08-94-08-31	700 000	1
2. Appels/Apples:			
Dunn's Seedling	94-01-14-94-08-31	50 000	—
Golden Gala	94-01-14-94-08-31	150 000	—
Golden Delicious	94-01-14-94-08-31	4 800 000	—
Granny Smith	94-01-14-94-08-31	9 000 000	12
Starking	94-01-14-94-08-31	1 500 000	—
Starkrimson	94-01-14-94-08-31	500 000	11
Topred	94-01-14-94-08-31	90 000	—
York Imperial	94-01-14-94-08-31	20 000	—
Royal Gala	94-01-14-94-08-31	150 000	—
Braeburn	94-01-14-94-08-31	30 000	—
3. Druive/Grapes:			
Almeria	93-11-12-94-08-31	50 000	—
Alphonse Lavellée	93-11-12-94-08-31	1 900 000	—
Barlinka	93-11-12-94-08-31	4 500 000	—
Bellevue	93-11-12-94-08-31	150 000	—
Bien Donné	93-11-12-94-08-31	800 000	—
Bonheur	93-11-12-94-08-31	800 000	—
Dan-ben-Hannah	93-11-12-94-08-31	2 000 000	—
Dauphine	93-11-12-94-08-31	2 500 000	—
Ronelle	93-11-12-94-08-31	50 000	—
Italia	93-11-12-94-08-31	20 000	—
Ruby Star	93-11-12-94-08-31	5 000	—
La Rochelle	93-11-12-94-08-31	1 300 000	—
New Cross	93-11-12-94-08-31	250 000	—
Queen of the Vineyard	93-11-12-94-08-31	300 000	—
Musca	93-11-12-94-08-31	5 000	—
Sultana Seedless	93-11-12-94-08-31	3 000 000	—
Thompson Seedless	93-11-12-94-08-31		—
Muscat Seedless	93-11-12-94-08-31	20 000	—
Dawn Seedless	93-11-12-94-08-31	20 000	—
Centennial Seedless	93-11-12-94-08-31	20 000	—
Sunred Seedless	93-11-12-94-08-31	80 000	—
Waltham Cross	93-11-12-94-08-31	2 500 000	—
Erlhane	93-11-12-94-08-31	40 000	—
Victoria	93-11-12-94-08-31	50 000	—
Datal	93-11-12-94-08-31	15 000	—
Festival Seedless	93-11-12-94-08-31	250 000	—
Flame Seedless	93-11-12-94-08-31	50 000	—
Red Globe	93-11-12-94-08-31	100 000	—
Bonita	93-11-12-94-08-31	100 000	—
4. Nektariens/Nectarines:			
Alle kultivars/All cultivars	93-10-08-94-08-31	1 450 000	2
5. Pere/Pears:			
Beurre Bosc	93-12-10-94-08-31	900 000	3
Beurre Hardy	93-12-10-94-08-31	400 000	—
Bon Chretien	93-12-10-94-08-31	2 300 000	6
Comice	93-12-10-94-08-31	130 000	—
Forelle	93-12-10-94-08-31	300 000	—
Josephine	93-12-10-94-08-31	100 000	4
Keiffer	93-12-10-94-08-31	15 000	—
Packham's Triumph	93-12-10-94-08-31	4 700 000	5
Winter Nelis	93-12-10-94-08-31	50 000	—
Bon Rouge	93-12-10-94-08-31	20 000	—
Rosemarie	93-12-10-94-08-31	5 000	—

Soort en kultivar sagtevrugte Kind and cultivar of deciduous fruit	Tydperk van lewering Period of delivery	Hoogste getal eenhede Maximum number of units	Nommer van toepaslike nota Number of applicable note
1	2	3	4
6. Perskes/Peaches: Alle kultivars/All cultivars	93-10-08-94-08-31	450 000	7
7. Pruime/Plums: Casselman	93-10-29-94-08-31	350 000	8
Gaviota	93-10-29-94-08-31	120 000	—
Golden King	93-10-29-94-08-31	70 000	—
Harry Pickstone	93-10-29-94-08-31	800 000	9
Kelsey	93-10-29-94-08-31	50 000	—
Leatitia	93-10-29-94-08-31	450 000	—
President	93-10-29-94-08-31	25 000	—
Ruby Nel	93-10-29-94-08-31	400 000	10
Santa Rosa	93-10-29-94-08-31	400 000	—
Simka	93-10-29-94-08-31	50 000	—
Songold	93-10-29-94-08-31	1 100 000	—
Mostert	93-10-29-94-08-31	10 000	—
Red Beaut	93-10-29-94-08-31	20 000	—
Saphire	93-10-29-94-08-31	5 000	—

NOTAS

1. Geen kodes S-appelkose word vanaf week 48 vir uitvoer aanvaar nie.
2. Geen nektariens van tellinggroottes 28 en 30 sal vanaf week 48 vir uitvoer aanvaar word nie.
3. Geen tellinggrootte 120 Beurre Bosc-pere word vir uitvoer aanvaar nie.
4. Geen kode 4 Josephine-pere word vir uitvoer aanvaar nie.
5. Geen kode 4 Packham's Triumph-pere word vir uitvoer aanvaar nie.
6. Hoogstens 690 kartonne Bon Chrétien-pere van tellinggrootte 120 mag tot einde week 3 gelewer word vir uitvoer, met dien verstande dat sodanige lewering deur enige produsent nie 30% van sy totale seisoenale lewerings van Bon Chrétien-pere oorskry nie.
- Hoogstens 805 000 kartonne Bon Chrétien-pere van tellingkode 3 mag vanaf week 4 tot die einde van die seisoen gelewer word vir uitvoer, met dien verstande dat sodanige lewerings deur enige produsent nie 35% van sy totale seisoenale lewerings van Bon Chrétien-pere oorskry nie.
7. Geen tellinggrootte 28 perskes sal vanaf week 48 vir uitvoer aanvaar word nie. Tellinggrootte 30 word nie vir uitvoer aanvaar nie.
8. Hoogstens 140 000 dubbellaagkartonne Casselman-pruime van tellingkode C, met 'n minimum deursnee van 40 mm mag vir uitvoer gelewer word, met dien verstande dat die lewerings van enige produsent nie 40% van sy totale seisoenale lewering van Casselman-pruime oorskry nie.
9. Hoogstens 240 000 dubbellaagkartonne Harry Pickstone-pruime van tellingkode C met 'n minimum deursnee van 43 mm, mag vir uitvoer gelewer word, met dien verstande dat die lewering van enige produsent nie 30% van sy totale seisoenale lewering van Harry Pickstone-pruime oorskry nie.
10. Hoogstens 120 000 dubbellaagkartonne Ruby Nel-pruime van tellingkode C met 'n minimum deursnee van 43 mm mag vir uitvoer gelewer word, met dien verstande dat die lewering van enige produsent nie 30% van sy totale seisoenale lewering van Ruby Nel-pruime oorskry nie.
11. Geen tellinggrootte 135 en 150 Starkrimson-appels word vir uitvoer aanvaar nie.
12. Hoogstens 1 125 000 kartonne Granny Smith-appels van tellinggrootte 150 mag vir uitvoer gelewer word.

NOTES

1. No code S apricots will be accepted for export from week 48 onwards.
2. No nectarines of count size 28 and 30 will be accepted for export from week 48 onwards.
3. No count size 120 Beurre Bosc pears will be accepted for export.
4. No code 4 Josephine pears will be accepted for export.
5. No code 4 Packham's Triumph pears will be accepted for export.
6. A maximum of 690 000 cartons of Bon Chrétien pears of count size 120 may be delivered for export until the end of week 3, provided that such deliveries by any producer do not exceed 30% of his total seasonal deliveries of Bon Chrétien pears.
- A maximum of 805 000 cartons of Bon Chrétien pears of count code 3 may be delivered for export from week 4 till the end of this season, provided that such deliveries by any producer do not exceed 35% of his total seasonal deliveries of Bon Chrétien pears.
7. No peaches of count size will be accepted for export from week 48 onwards. Count size 30 will not be accepted for export.
8. A maximum of 140 000 double-layer cartons of Casselman plums of count Code C, with a minimum diameter of 40 mm, may be delivered for export, provided that the deliveries of any producer do not exceed 40 % of his total seasonal deliveries of Casselman plums.
9. A maximum of 240 000 double-layer cartons of Harry Pickstone plums of count Code C, with a minimum diameter of 43 mm, may be delivered for export, provided that the deliveries of any producer do not exceed 30% of his total seasonal deliveries of Harry Pickstone plums.
10. A maximum of 120 000 double-layer cartons of Ruby Nel plums of count code C, with a minimum diameter of 43 mm, may be delivered for export, provided that the deliveries of any producer do not exceed 30% of his total seasonal deliveries of Ruby Nel plums.
11. No count size 135 and 150 Starkrimson apples will be accepted for export.
12. A maximum of 1 125 000 cartons of Granny Smith apples of count size 150 may be delivered for export.

No. R. 2140**12 November 1993**

KLEIN-VISRIVIER-BESPROEINGSDISTRIK, AFDELING SOMERSET-OOS, KAAPPROVINSIE: AFSKAFFING

Kragtens die bevoegdheid my verleen by artikel 78 (1) (a) van die Waterwet, 1956 (Wet No. 54 van 1956), skaf ek, André Isak van Niekerk, in my hoedanigheid van Minister van Landbou, hierby die Klein-Visrivier-besproeiingsdistrik, ingestel by Goewermentskennisgewing No. R. 737 van 10 April 1987, af.

A. I. VAN NIEKERK,
Minister van Landbou.

No. R. 2159**12 November 1993**

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

REGULASIES BETREFFENDE BEHEER OOR DIE UITVOER VAN ORNITHOGALUMBOLLE: HERROEPING

Ek, André Isak van Niekerk, Minister van Landbou, handelende kragtens artikel 15 van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990), herroep hierby Goewermentskennisgewing No. R. 2016 van 23 Augustus 1991.

A. I. VAN NIEKERK,
Minister van Landbou.

DEPARTEMENT VAN MANNEKRAG**No. R. 2134****12 November 1993**

WET OP ARBEIDSVERHOUDINGE, 1956

MEUBEL- EN BEDDEGOEDNYWERHEID, TRANSVAAL: NUWE OPLEIDINGSFONDSOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1998 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 (1) (b) van die genoemde Ooreenkoms gespesifiseer.

L. WESSELS,
Minister van Mannekrag.

No. R. 2140**12 November 1993**

KLEIN VISRIVIER IRRIGATION DISTRICT, DIVISION OF SOMERSET EAST, CAPE PROVINCE: DIS-ESTABLISHMENT

By virtue of the powers vested in me by section 78 (1) (a) of the Water Act, 1956 (Act No. 54 of 1956), I, André Isak van Niekerk, in my capacity as Minister of Agriculture, hereby disestablish the Klein Visrivier Irrigation District as established by Government Notice No. R. 737 of 10 April 1987.

A. I. VAN NIEKERK,
Minister of Agriculture.

No. R. 2159**12 November 1993**

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

REGULATIONS REGARDING CONTROL OF THE EXPORT OF ORNITHOGALUM BULBS: REPEAL

I, André Isak van Niekerk, Minister of Agriculture, acting under section 15 of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), hereby repeal Government Notice No. R. 2016 of 23 August 1991.

A. I. VAN NIEKERK,
Minister of Agriculture.

DEPARTMENT OF MANPOWER**No. R. 2134****12 November 1993**

LABOUR RELATIONS ACT, 1956

FURNITURE AND BEDDING MANUFACTURING INDUSTRY, TRANSVAAL: NEW TRAINING FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after publication of this notice and for the period ending 31 May 1998, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clause 1 (1) (a) shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1998, 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 (1) (b) of the said Agreement.

L. WESSELS,
Minister of Manpower.

BYLAE**NYWERHEIDSRaad VIR DIE MEUBEL- EN BEDDE-
GOEDNYWERHEID, TRANSVAAL****NUWE OPLEIDINGSFONDSOOREENKOMS**

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

**Transvaal Furniture, Bedding and Upholstery
Manufacturers' Association**

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

**National Union of Furniture and Allied Workers of
South Africa**

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

wat die partye is by die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Meubel- en Beddegoednywerheid, Transvaal, nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Meubel- en Beddegoednywerheid betrokke en daarin werksaam is;

(b) in die provinsie Transvaal en in die landdrostdistrik Vryburg soos dit op 24 Junie 1960 saamgestel was.

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

(a) slegs van toepassing ten opsigte van werknemers vir wie minimum lone in die Hoofooreenkoms voorgeskryf word;

(b) van toepassing op vakleerlinge vir sover dit nie teenstrydig is nie met die Wet op Mannekragopleiding, 1981, of die Wysigingswet op Mannekragopleiding, 1990, of enige kontrakte daarkragtens aangegaan of enige voorwaardes daarkragtens vasgestel;

(c) onderworpe aan die bepalings van die Vasstelling van die Nywerheidshof, gedateer 30 Oktober 1984, in die saak tussen die Nywerheidsrade vir die Meubelnywerheid, Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid, Transvaal en Natal, en die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel en bly van krag vir 'n tydperk van vyf jaar of vir die tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings aan sodanige wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue, en omgekeerd; voorts, tensy teenstrydig met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"vakleerling" iemand wat in diens is ingevolge 'n skriftelike kontrak van vakleerlingskap wat ingevolge die bepalings van die Wet op Mannekragopleiding, 1981, geregistreer is of geag word ingevolge daarvan geregistreer te wees;

SCHEDULE**INDUSTRIAL COUNCIL FOR THE FURNITURE AND
BEDDING MANUFACTURING INDUSTRY, TRANS-
VAAL****NEW TRAINING FUND AGREEMENT**

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

**Transvaal Furniture, Bedding and Upholstery
Manufacturers' Association**

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

**National Union of Furniture and Allied Workers of
South Africa**

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

being the parties to the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Furniture and Bedding Manufacturing Industry, Transvaal—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, and who are engaged and employed in the Furniture and Bedding Manufacturing Industry, respectively;

(b) in the Province of the Transvaal and in the Magisterial District of Vryburg as it was constituted as at 24 June 1960.

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

(a) apply only in respect of employees for whom minimum wages are prescribed in the Main Agreement, and to the employers of such employees;

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

(c) be subject to the provisions of the Determination by the Industrial Court, dated 30 October 1984, in the matter between the Industrial Councils for the Furniture Manufacturing Industry, Transvaal and Natal, and the Industrial Councils for the Building Industry, Transvaal and Natal, and the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act, and shall remain in force for a period of five years, or such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Act shall have the same meanings as in that Act, and any reference to an act shall include any amendments to such act, and unless the contrary intention appears, words importing the masculine gender shall also include females, and *vice versa*; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"auditor" means a public accountant as defined in the Act;

"apprentice" means any person employed in terms of a written contract of apprenticeship registered or deemed to be registered in terms of the provisions of the Manpower Training Act, 1981;

"Raad" die Nywerheidsraad vir die Meubel- en Beddegoednywerheid, Transvaal, geregistreer ingevolge artikel 19 van die Wet;

"werknemer" enige persoon wat in diens is van of werk verrig vir enige werkgewer en besoldiging ontvang of daarop geregtig is om besoldiging te ontvang en enige ander persoon hoegenaamd wat op enige wyse help om die besigheid van 'n werkgewer voort te sit of te dryf; en het "in diens wees" en "diens" ooreenstemmende betekenis;

"werkgewer" enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te dryf; en het "in diens hê", "in diens neem" en "diens" ooreenstemmende betekenis;

"Fonds" die "Opleidingsfonds vir die Meubelnywerheid" in klousule 4 bedoel;

"Meubel- en Beddegoednywerheid", sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is vir die vervaardiging, hetsy in die geheel of gedeeltelik, van alle tipes meubels en beddegoed, ongeag die materiaal wat gebruik word, en omvat dit onder meer die volgende:

(a) Herstelwerk, stoffering, herstoffering, beitsing, bespuiting of polering en/of herpolering; die maak van los oortreksels en/of kussings en/of gordyne; en/of die maak en/of herstel van raamveermatrasse en/of rame vir stoffeerwerk; houtmasjinerie, finering, houtdraaiwerk en houtsnijwerk in verband met die vervaardiging en/of herstel van meubels; die polering en/of herpolering van klaviere; en/of die vervaardiging en/of beitsing, bespuiting en polering en/of herpolering van meubels vir teekamers, kantore, kerke, skole, kroë of teaters en kabinette vir musiekinstrumente en radio- of draadlooskabinette; en omvat dit ook die werksaamhede wat verrig word in persele waar hout masjinerie, houtdraaiwerk en/of houtsnijwerk in verband met die produksie van meubels gedoen word; en omvat dit voorts die herstel, herstoffering of herpolering van meubels in of in verband met bedryfsinrigtings waarin die produksie van meubels of enige werksaamhede verbonde aan die finale voorbereiding van meubelstukke vir verkoop, of in die geheel of gedeeltelik, uitgevoer word, en die finering van gelamelleerde blokbord- of laaghoutdeure wat vir meubels gebruik word, en alle dele van materiaal wat by die vervaardiging van meubels gebruik word; maar omvat dit nie die vervaardiging van ateljeebanke soos hieronder omskryf, en kussings vir sodanige ateljeebanke, die vervaardiging van artikels wat hoofsaaklik van riet, gras en/of rottang gemaak word, en die vervaardiging van metaalmeubels asook die vervaardiging van metaalkatels nie;

(b) die gedeelte van die Meubelnywerheid betrokke by die vervaardiging van televisiekabinette, maar uitgesonderd die vervaardiging van televisiekabinette wat hoofsaaklik van metaal en/of plastiek gemaak word, en/of televisiekabinette wat deur vervaardigers van televisiestelle gemaak word as omhulsel van televisiestelle deur hulle vervaardig in die landdrostdistrikte Alberton en Johannesburg;

(c) die vervaardiging van beddegoed, wat enigeen of meer van die volgende werksaamhede omvat:

(i) Die vervaardiging van matrasse, veermatrasse, bomatrasse, bolsters, kopkussings, kussings vir ateljeebanke en veereenhede;

(ii) die vervaardiging van ateljeebanke;

"Council" means the Industrial Council for the Furniture and Bedding Manufacturing Industry, Transvaal, registered in terms of section 19 of the Act;

"employee" means any person employed by or working for any employer and receiving or being entitled to receive any remuneration and any other person whatsoever 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 whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business; and "employ" and "employment" have corresponding meanings;

"Fund" means the "Furniture Manufacturing Industry Training Fund", referred to in clause 4;

"Furniture and Bedding Manufacturing Industry", means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of furniture and bedding, irrespective of the materials used, and includes, *inter alia* the following operations:

(a) Repairing, upholstering, re-upholstering, staining, spraying or polishing and/or repolishing; making loose covers and/or cushions and/or curtains; and/or the making and/or repairing box-spring mattresses and/or frames for upholstering; wood machining, veneering, wood-turning and carving in connection with the manufacturing and/or repairing of furniture; polishing and/or repolishing pianos; and/or manufacturing and/or staining, spraying and polishing and/or repolishing tea-room, office, church, school, bar or theatre furniture and cabinets for musical instruments and radio or wireless cabinets; and also includes the activities carried on in any premises where wood machining, wood-turning and/or carving in connection with the production of furniture is carried on; and further includes the repairing, re-upholstering or repolishing of furniture in or in connection with establishments in which the production of furniture or any operation associated with the final preparation of any articles of furniture for sale, either in whole or in part, is carried on, and the veneering of laminated blockboard or plywood doors used for furniture, and all parts of materials used in the manufacturing of furniture; but excludes the manufacturing of studio couches as defined hereinafter, and cushions for such studio couches, the manufacturing of articles made principally of wicker, grass and/or cane, and the manufacturing of metal furniture, including the manufacturing of metal bedsteads;

(b) that portion of the Furniture Manufacturing Industry concerned with the manufacturing of television cabinets, but excluding the manufacturing of television cabinets made principally of metal and/or plastic, and/or television cabinets made by manufacturers of television sets for the housing of television sets manufactured by them in the Magisterial Districts of Alberton and Johannesburg;

(c) the manufacturing of bedding, which includes any one or more of the following operations:

(i) The manufacturing of mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches and spring units;

(ii) the manufacturing of studio couches;

(iii) alle werksaamhede en prosesse wat met die vervaardiging van die artikels vermeld in subparagraaf (i) of (ii) gepaard gaan indien verrig deur 'n werknemer wat vir die vervaardiging van sodanige artikels in diens is, maar uitgesonderd die werksaamhede en prosesse by die vervaardiging en/of montering van metaaldele van sodanige artikels;

"ateljeebank" vir die doeleindes van paragraaf (a) en (b) beteken 'n meubelstuk wat ontwerp is as sitplek en vir omstelling in 'n dubbelbed of twee of meer beddens en waarvan die raam hoofsaaklik van metaal gebou is en die sitplek en/of slaoppoppervlakke uit matrasse en/of kussings bestaan;

"Hofooreenkoms" enige bestaande ooreenkoms vir die Meubel- en Beddegoednywerheid, Transvaal, wat kragtens artikel 48 van die Wet gepubliseer is en waarin lene voorgeskryf word, of by afwesigheid van sodanige ooreenkoms, die jongste loonooreenkoms wat kragtens die Wet vir die Nywerheid gepubliseer is;

"besoldiging" die bruto betalings (uitgesonderd die aan eenaars of besturende direkteurs, of lede van beslote korporasie) vir werk in die Meubel- en Beddegoednywerheid verrig, wat gewone beloning insluit maar nie ook betalings *in natura* soos die verskaffing van huise of motorvoertuie, betaling vir oortyd, bonus- en vakansie-betalings asook kontanttoelae nie.

4. OPLEIDINGSFONDS VIR DIE MEUBELNYWERHEID

(1) Die Opleidingsfonds vir die Meubelnywerheid, Transvaal, ingestel ingevolge die Ooreenkomste gepubliseer by Goewermentskennisgewings Nos. R. 2043 en R. 2045 van 31 Oktober 1975, soos gewysig en verleng, word hierby voortgesit as die Opleidingsfonds vir die Meubelnywerheid en die Raad magtig hierby, met die doel om die doelwitte gemeld in die Fonds se Konstitusie te verwesenlik, die invordering van heffings ooreenkomstig die prosedure hieronder uiteengesit.

(2) Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms moet elke werkgewer aan die Raad 'n maandelikse heffing betaal gelyk aan een persent, plus BTW teen die persentasie van tyd tot tyd deur die Departement van Finansies bepaal, van die totale besoldiging deur hom betaal aan alle werknemers wat by hom in diens was gedurende die maand waarop die betaling betrekking het.

(3) (a) Behoudens paragraaf (b) moet die werkgewer alle bedrae wat ingevolge subklousule (2) betaalbaar is maand vir maand, en voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae betaalbaar is, betaal aan die Sekretaris van die Raad, Posbus 10467, Johannesburg, 2000. Wanneer sodanige betaling gedoen word moet die werkgewer 'n opgawe verstrek in die vorm soos in Aanhangsel F van die Hofooreenkoms uiteengesit.

(b) 'n Werkgewer wat agterstallig is met betalings ingevolge paragraaf (a) en wat, nadat hy skriftelik deur die Raad daartoe aangemaan is, versuim om die uitstaande bedrae binne sewe dae na die datum van sodanige aanmaning aan te stuur, moet, nadat die Raad hom skriftelik dienoooreenkomstig in kennis gestel het, die bedrae ingevolge hierdie klousule betaalbaar week vir week aanstuur sodat dit die Sekretaris bereik voor of op die Vrydag na die betaaldag van die week ten opsigte waarvan die bedrae betaalbaar is. Die betaling wat ten opsigte van die laaste betaaldag van elke kalendermaand gestuur word, moet vergesel gaan van die opgawe in paragraaf (a) bedoel. 'n Werkgewer op wie hierdie paragraaf toegepas word, kan slegs nadat hy deur die Raad skriftelik dienoooreenkomstig in kennis gestel is, terugkeer na die betaling van die bedrae wat ingevolge hierdie klousule betaalbaar is, op 'n maandelikse grondslag ingevolge paragraaf (a) bepaal.

(iii) all operations and processes incidental to the manufacturing of the articles mentioned in subparagraph (i) or (ii) if carried out by an employee employed in the manufacturing of such articles, but excluding the operations and processes in the manufacturing and/or assembly of metal parts of such articles;

"studio couch" for the purposes of paragraphs (a) and (c) means an article of furniture which is designed for seating and for conversion into a double bed or two or more beds and of which the frame is constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions;

"Main Agreement" means any current agreement for the Furniture and Bedding Manufacturing Industry, Transvaal, published in terms of section 48 of the Act, in which wages are prescribed, or in the absence of such an agreement, the last wage agreement published for the Industry in terms of the Act;

"remuneration" means the gross payments (other than that of proprietors or managing directors, or members of close corporations), for work done in the Furniture and Bedding Manufacturing Industry, which include normal pay but does not include payment for overtime, bonus and holiday payments as well as cash allowances, and payments in kind such as the provision of houses or motor vehicles.

4. FURNITURE MANUFACTURING INDUSTRY TRAINING FUND

(1) The Furniture Manufacturing Industry Training Fund, Transvaal, established in terms of the Agreements published under Government Notices Nos. R. 2043 and R. 2045 of 31 October 1975, as amended and extended, is hereby continued as the Furniture Manufacturing Industry Training Fund, and the Council hereby authorises for the purpose of implementing the objects set forth in the Constitution of the Fund, the collection of levies in accordance with the procedure detailed hereunder.

(2) From the date of coming into operation of this Agreement, every employer shall pay to the Council a monthly levy equivalent to one per cent, plus VAT at the percentage determined from time to time by the Department of Finance, of the total remuneration paid by him to all employees employed by him during the month to which the payment refers.

(3) (a) Subject to the provisions of paragraph (b), all amounts payable in terms of subclause (2) shall be paid by the employer month by month, and not later than the 10th day of each month following that in respect of which they are due, to the Secretary of the Council, P.O. Box 10467, Johannesburg, 2000. When making such payment, the employer shall furnish a statement in the form specified in Appendix F to the Main Agreement.

(b) An employer who is in arrear with payments in terms of paragraph (a) and who fails, after having been warned in writing by the Council, to forward the outstanding amounts within seven days of the date of such warning, shall upon being notified by the Council in writing to do so, submit the amounts in terms of this clause week by week so as to reach the Secretary not later than the Friday following the pay-day of the week in respect of which the amounts are due. The payment submitted in respect of the last pay-day of each calendar month shall be accompanied by the statement referred to in paragraph (a). An employer to whom the provisions of this paragraph have been applied may, only upon being notified by the Council in writing, revert to the payment of amounts payable in terms of this clause on a monthly basis provided for in terms of paragraph (a).

(c) Indien die Raad enige bedrag wat ingevolge hierdie klousule betaalbaar is, nie teen die 10de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, moet die werkgewer rente op sodanige bedrag betaal of op die mindere bedrag wat nog nie betaal is nie, bereken teen twee persent per maand of gedeelte daarvan vanaf sodanige 10de dag tot die dag waarop die Raad die betaling werklik ontvang: Met dien verstande dat die Raad die reg het om volkome na eie goeddunke die betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(4) Die Raad moet aan die einde van elke maand die totale bedrag van die bydraes wat ingevolge subklousule (3) ingevorder is aan die Fonds stuur, min invorderingsgeld van hoogstens twee persent, welke bedrae aan die Raad se algemene fondse moet toeval.

(5) Afskrifte van die Konstitusie en van die geouditeerde jaarlikse rekeninge en balansstate van die Fonds moet by die Raad en die Registrateur: Mannekrag ingedien word. Vir die toepassing van hierdie subklousule omvat die uitdrukking "Konstitusie" alle wysigings aan die Konstitusie wat van tyd tot tyd aangeneem word.

Hierdie Ooreenkoms is namens die partye op hede die 5de dag van Augustus 1993 te Johannesburg onderteken.

R. CORNICK,

Voorsitter.

F. FRANCIS,

Lid van die Raad.

P. C. SMIT,

Algemene Sekretaris.

No. R. 2143 12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIËSE AANNEMINGSNYWERHEID, TRANSVAAL: 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. 1189 van 24 Mei 1991, R. 3 van 3 Januarie 1992 en R. 2688 van 25 September 1992, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1994 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2150 12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

SEILWARENYWERHEID, WITWATERSRAND EN PRETORIA: WYSIGING VAN OOREENKOMS

Ek, Leon Wessels, 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

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(c) Should any amount due in terms of this clause not be received by the Council by the 10th 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 two per cent per month or part thereof from such 10th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof.

(4) The Council shall, at the end of each month, remit to the Fund the total amount of contributions collected in terms of subclause (3), less a collection fee not exceeding two per cent, which amounts shall accrue to the general funds of the Council.

(5) Copies of the Constitution and of the audited annual accounts and balance sheets of the Fund shall be lodged with the Council and the Registrar: Manpower. For the purposes of this subclause, the term "Constitution" includes any amendments to the Constitution adopted from time to time.

This Agreement signed at Johannesburg, on behalf of the parties, this 5th day of August 1993.

R. CORNICK,

Chairman.

F. FRANCIS,

Member of the Council.

P. C. SMIT,

General Secretary.

No. R. 2143 12 November 1993

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL: 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. 1189 of 24 May 1991, R. 3 of 3 January 1992 and R. 2688 of 25 September 1992, to be effective from the date of publication of this notice and for the period ending 30 June 1994.

D. VAN DER WALT,

Director: Labour Relations.

No. R. 2150 12 November 1993

LABOUR RELATIONS ACT, 1956

CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA: AMENDMENT OF AGREEMENT

I, Leon Wessels, 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

vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in Klousule 1 (1) (a) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,

Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE SEILWARENYWERHEID, WITWATERSRAND EN PRETORIA

OOREENKOMS

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

Transvaal Canvas Goods Manufacturers' Association

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

South African Canvas and Ropeworkers' Union

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

wat die partye is by die Nywerheidsraad vir die Seilwarenywerheid, Witwatersrand en Pretoria,

tot wysiging van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 203 van 12 Februarie 1988 (hierna die Herbekragtigingsooreenkoms genoem), soos verleng en gewysig by Goewermentskennisgewings Nos. R. 727 en R. 728 van 14 April 1989, R. 2505 van 26 Oktober 1990, R. 1796 van 2 Augustus 1991 en R. 3278 van 4 Desember 1992.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrostdistrikte Alberton, Benoni, Boksburg [uitgesonderd die gedeelte wat voor 6 November 1964 (Goewermentskennisgewing No. 1779 van 6 November 1964) binne die landdrostdistrik Heidelberg geval het], Brakpan [uitgesonderd die gedeeltes wat voor 25 Julie 1930, 6 November 1964, 1 April 1966 en 1 Julie 1972 (onderskeidelik Proklamasie No. 149 van 25 Julie 1930 en Goewermentskennisgewings Nos. 1779 van 6 November 1964, 498 van 1 April 1966 en 871 van 26 Mei 1972) binne die landdrostdistrikte Heidelberg en Nigel geval het, maar met inbegrip van die gedeelte van die landdrostdistrik Heidelberg wat voor 27 November 1970 (Goewermentskennisgewing No. 2095 van 27 November 1970) binne die landdrostdistrik Brakpan geval het], Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp [met inbegrip

heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1994, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 May 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

L. WESSELS,

Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE CANVAS GOODS INDUSTRY, WITWATERSRAND AND PRETORIA

AMENDMENT

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

Transvaal Canvas Goods Manufacturers' Association

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

South African Canvas and Ropeworkers' Union

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

being the parties to the Industrial Council for the Canvas Goods Industry, Witwatersrand and Pretoria,

to amend the Agreement published under Government Notice No. R. 203 of 12 February 1988 (hereinafter referred to as the Re-enacting Agreement), as extended and amended by Government Notices Nos. R. 727 and R. 728 of 14 April 1989, R. 2505 of 26 October 1990, R. 1796 of 2 August 1991 and R. 3278 of 4 December 1992.

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg [excluding that portion which, prior to 6 November 1964 (Government Notice No. 1779 of 6 November 1964), fell within the Magisterial District of Heidelberg], Brakpan [excluding those portions which, prior to 25 July 1930, 6 November 1964, 1 April 1966 and 1 July 1972 (Proclamation No. 149 of 25 July 1930 and Government Notices Nos. 1779 of 6 November 1964, 498 of 1 April 1966 and 871 of 26 May 1972, respectively), fell within the Magisterial Districts of Heidelberg and Nigel, but including that portion of the Magisterial District of Heidelberg which, prior to 27 November 1970 (Government Notice No. 2095 of 27 November 1970), fell within the Magisterial District of Brakpan], Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp [including those portions of the Magisterial Districts of Koster and Brits which, prior to 26 July 1963 and 1 June 1972 (Government Notices Nos. 1105 of

van die gedeeltes van die landdrostdistrikte Koster en Brits wat voor 26 Julie 1963 en 1 Junie 1972 (onderskeidelik Goewermentskennisgewings Nos. 1105 van 26 Julie 1963 en 872 van 26 Mei 1972) binne die landdrostdistrik Krugersdorp geval het], Pretoria [met inbegrip van die gedeeltes van die landdrostdistrikte Groblersdal, Cullinan en Brits wat voor 28 November 1941, 30 Mei 1968 en 1 Junie 1972 (onderskeidelik Proklamasie No. 225 van 28 November 1941 en Goewermentskennisgewings Nos. 970 van 30 Mei 1968 en 872 van 26 Mei 1972) binne die landdrostdistrik Pretoria geval het, maar uitgesonderd die plaas Geelbeksvey 345], Randburg, Randfontein [uitgesonderd die plase Maodowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 en Rietfontein 48, maar met inbegrip van die gedeeltes van die landdrostdistrikte Oberholzer en Koster wat voor 14 Augustus 1953 en 26 Julie 1963 (onderskeidelik Goewermentskennisgewings Nos. 1718 van 14 Augustus 1953 en 1105 van 26 Julie 1963) binne die landdrostdistrik Randfontein geval het], Roodepoort, Springs en Westonaria [uitgesonderd die gedeeltes wat voor 1 Oktober 1966 en 1 September 1978 (Goewermentskennisgewings Nos. 1476 van 30 September 1966 en 1745 van 1 September 1978) onderskeidelik binne die landdrostdistrikte Vanderbijlpark en Potchefstroom geval het, maar met inbegrip van die gedeelte van die landdrostdistrik Vereeniging wat voor 1 November 1970 (Goewermentskennisgewing No. 1618 van 2 Oktober 1970) binne die landdrostdistrik Westonaria geval het] en Wonderboom.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone by klousule 4 voorgeskryf word.

2. KLOUSULE 4: BESOLDIGING

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

	Vanaf eerste betaaldag in Desember 1993
	Per week R
(a) Blindinghanger	261
(b) (i) Uitknipper, ongekwalifiseer:	
Eerste ses maande ondervinding....	175
Tweede ses maande ondervinding ..	182
Derde ses maande ondervinding	193
(ii) Uitknipper gekwalifiseer	202
(c) (i) Leerlingsnyer:	
Eerste ses maande ondervinding....	187
Tweede ses maande ondervinding ..	206
Derde ses maande ondervinding	218
Vierde ses maande ondervinding....	228
Vyfde ses maande ondervinding....	242
(ii) Snyder, gekwalifiseer	248
(d) (i) Afleweringsmotordrywer: Drywer van motorvoertuig met 'n onbelaste massa van —	
hoogstens 450 kg	175
meer as 450 kg tot 2 750 kg	178
meer as 2 750 kg tot 4 550 kg	203
meer as 4 550 kg	220
(ii) Personeelmotordrywer	175
(e) Voorman	328

26 July 1963 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Krugersdorp], Pretoria [including those portions of the Magisterial Districts of Groblersdal, Cullinan and Brits, which, prior to 28 November 1941, 30 May 1968 and 1 June 1972 (Proclamation No. 225 of 28 November 1941 and Government Notices Nos. 970 of 30 May 1968 and 872 of 26 May 1972, respectively), fell within the Magisterial District of Pretoria, but excluding the farm Geelbeksvey 345], Randburg, Randfontein [excluding the farms Moedowns 1, Holfontein 17, Leeuwpans 18, Ireton 19, Phatiki 20, Bospan 21, Goudvlakte-Oost 37, Rooipoort 38, Oog van Wonderfontein 39, Elandsfontein 46, Doornpoort 47 and Rietfontein 48, but including those portions of the Magisterial Districts of Oberholzer and Koster which, prior to 14 August 1953 and 26 July 1963 (Government Notices Nos. 1718 of 14 August 1953 and 1105 of 26 July 1963, respectively), fell within the Magisterial District of Randfontein], Roodepoort, Springs and Westonaria [excluding those portions which, prior to 1 October 1966 and 1 September 1978 (Government Notices Nos. 476 of 30 September 1966 and 1745 of 1 September 1978), fell within the Magisterial Districts of Vanderbijlpark and Potchefstroom, respectively, but including that portion of the Magisterial District of Vereeniging which, prior to 1 November 1970 (Government Notice No. 1618 of 2 October 1970), fell within the Magisterial District of Westonaria] and Wonderboom.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4.

2. CLAUSE 4: REMUNERATION

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

	From first pay-day in December 1993
	Per week R
(a) Blindhanger	261
(b) (i) Chopper-out, unqualified:	
First six months of experience.....	175
Second six months of experience ...	182
Third six months of experience	193
(ii) Chopper-out qualified	202
(c) (i) Cutter, learner:	
First six months of experience.....	187
Second six months of experience ...	206
Third six months of experience	218
Fourth six months of experience	228
Fifth six months of experience.....	242
(ii) Cutter, qualified	248
(d) (i) Driver (deliveries): Driver of motor vehicle with an unladen mass of —	
up to 450 kg	175
over 450 kg to 2 750 kg	178
over 2 750 kg to 4 550 kg	203
over 4 550 kg	220
(ii) Driver (staff)	175
(e) Foreman	328

	Vanaf eerste betaaldag in Desember 1993
	Per week R
(f) (i) Algemene assistent, ongekwalifiseer:	
Eerste ses maande ondervinding....	175
Tweede ses maande ondervinding ..	182
Derde ses maande ondervinding	193
Vierde ses maande ondervinding....	203
Vyfde ses maande ondervinding.....	222
(ii) Algemene assistent, gekwalifiseer	248
(g) Faktotum	216
(h) Werktuigkundige	264
(i) Masjienwerker (swaar masjiene)	248
(j) (i) Masjienwerker, ongekwalifiseer (ander masjiene):	
Eerste ses maande ondervinding....	175
Tweede ses maande ondervinding ..	187
(ii) Masjienwerker, gekwalifiseer (ander masjiene)	207
(k) Nagwag	185
(l) Nie elders vermeld nie	175
(m) Sweismasjienbediener	180
(n) Arbeider.....	182"

3. KLOUSULE 16: FONDSE VAN DIE RAAD

Vervang die eerste paragraaf deur die volgende:

"Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 35 sent per week aftrek van die verdienste van elkeen van sy werknemers."

4. KLOUSULE 21: SIEKEFONDSE

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

"Vanaf 168,00 en hoër..... R8,00".

Namens die partye by die Raad op hede die 19de dag van Mei 1993 te Johannesburg onderteken.

T. MACQUET,

Voorsitter van die Raad.

N. RATSHIDI,

Ondervoorsitter van die Raad.

W. B. FLOWERS & CO.,

Sekretarisse van die Raad.

No. R. 2151

12 November 1993

WET OP ARBEIDSVARHOUDINGE, 1956

INTREKKING VAN GOEWERMENSKENNIS-
GEWING

WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP): VOORSORGFONDSDOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, trek hierby kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskenningsgewing No. R. 2042 van 17 Julie 1992 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

L. WESSELS,

Minister van Mannekrag.

	From first pay-day in December 1993
	Per week R
(f) (i) General assistant, unqualified:	
First six months of experience.....	175
Second six months of experience ...	182
Third six months of experience	193
Fourth six months of experience	203
Fifth six months of experience.....	222
(ii) General assistant, qualified	248
(g) Handyman.....	216
(h) Mechanic.....	264
(i) Machinist (heavy machines)	248
(j) (i) Machinist, unqualified (other machines):	
First six months of experience.....	175
Second six months of experience ...	187
(ii) Machinist qualified (other machines) ..	207
(k) Night watchman.....	185
(l) Not elsewhere specified	175
(m) Welding machine operator.....	180
(n) Labourer.....	182"

3. CLAUSE 16: COUNCIL FUNDS

Substitute the following for the first paragraph:

"For the purposes of meeting the expenses of the Council, every employer shall deduct 35 cents per week from the earnings of each of his employees."

4. CLAUSE 21: SICK FUND

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

"From 168,00 upwards..... R8,00".

Signed at Johannesburg, on behalf of the parties to the Council, this 19th day of May 1993.

T. MACQUET,

Chairman of the Council.

N. RATSHIDI,

Vice-Chairman of the Council.

W. B. FLOWERS & CO.,

Secretaries of the Council.

No. R. 2151

12 November 1993

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE): PROVIDENT FUND AGREEMENT:

I, Leon Wessels, Minister of Manpower, hereby in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 2042 of 17 July 1992, with effect from the second Monday after the date of publication of this notice.

L. WESSELS,

Minister of Manpower.

No. R. 2152

12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP): HERBEKRAFTIGING VAN VOORSORGFONDSOORENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Julie 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Julie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

L. WESSELS,

Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOONMAAK- EN KLEURNYWERHEID (KAAP)

VOORSORGFONDSOORENKOMS

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

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

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Wassery-, Droogskoonmaak- en Kleurnywerheid (Kaap) nagekom word—

(1) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, en wat onderskeidelik by die Nywerheid betrokke en daarin werksaam is;

(2) in die landdrostdistrikte Die Kaap, Wynberg, Bellville, Goodwood, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Kuilsrivier en Wellington en in die gedeelte van die landdrostdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 in die landdrostdistrik Bellville geval het.

No. R. 2152

12 November 1993

LABOUR RELATIONS ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE): RE-ENACTMENT OF PROVIDENT FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 July 1994, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 July 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,

Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)

PROVIDENT FUND AGREEMENT

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

Cape Town and District Laundry, Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

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

being the parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape)—

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

(2) in the Magisterial Districts of the Cape, Wynberg, Bellville, Goodwood, Simon's Town, Paarl, Somerset West, Strand, Stellenbosch, Kuils River and Wellington and in that portion of the Magisterial District of Malmesbury which, prior to the publication of Government Notice No. 171 of 8 February 1957, fell within the Magisterial District of Bellville.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 17 Julie 1994 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalinge van klousules 1 (1) en 2 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1831 van 5 September 1980, soos hernieu en gewysig by Goewermentskennisgewings Nos. R. 2710 en R. 2711 van 9 Desember 1983, R. 2071 van 26 September 1986, R. 2460 van 30 Oktober 1987, R. 833 van 12 April 1990, R. 3047 van 4 Januarie 1991 en R. 2042 van 17 Julie 1992 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd verder hernieu en gewysig, is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge vervat in klousule 3 tot 17 van die Vorige Ooreenkoms, soos van tyd tot tyd verder hernieu en gewysig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 10 VAN DIE VORIGE OOREENKOMS: BEDRAG VAN BYSTAND

(1) Vervang subklousules (1), (2), (3) en (4) deur die volgende:

"(1) *Uittredingsbystand*: Die bystand betaalbaar aan 'n lid wie se diens in die Nywerheid eindig om enige rede, uitgesonderd aftreding by bereiking van die aftree-ouderdom of sy permanente liggaamlike ongeskiktheid om met werk in die Nywerheid voort te gaan, wat tot tevredenheid van die Komitee vasgestel is ooreenkomstig subklousule (3) hiervan, of as gevolg van sy dood of aflegging, word soos volg bereken: Die lid se lopende bydraes, vermenigvuldig met die aantal weke diens, plus 10 persent daarvan vir elke jaar diens.

(2) *Aftredingsbystand*: Waar die diens van 'n lid eindig op of na die datum waarop hy die aftree-ouderdom bereik, is die bystand wat betaalbaar is vier maal die lid se lopende bydraes vermenigvuldig met die aantal weke diens.

(3) *Ongeskiktheidsbystand*: As 'n lid die Komitee daarvan oortuig dat hy as gevolg van swak gesondheid of ander liggaamlike ongeskiktheid wat nie aan sy eie wan-gedrag toe te skryf is nie, permanent ongeskik is om voort te gaan met werk in die Nywerheid, is die bystand wat betaalbaar is vier maal die lid se lopende bydrae vermenigvuldig met die aantal weke diens.

(4) *Sterftebystand*: By die voorlegging van bewys van die dood van 'n lid, is die bystand wat betaalbaar is vier maal die bedrag van die lid se lopende bydrae vermenigvuldig met die aantal weke diens, en begrafnisbystand van R1 000,00."

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

"(6) *Afleggingsbystand*: Die bystand betaalbaar aan 'n lid wat afgelê word, is dubbeld die uittredingsbystand."

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

"(7) *Begravnisfonds*: 'n Begravnisfonds vir afhanklikes van lede van die Laundry, Cleaning and Dyeing Workers' Union word hierby ingestel. Vir die doel van die Fonds moet elke werkgewer elke week van die loon wat betaal word aan elke lid van die vakvereniging in sy diens die som van 50c per week aftrek as sodanige lid se bydrae tot die Fonds. By die bedrae wat afgetrek word, moet die werkgewer 'n gelyke bedrag voeg.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 17 July 1994 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 1 (1) and 2 of the Agreement published under Government Notice No. R. 1831 of 5 September 1980, as renewed and amended by Government Notices Nos. R. 2710 and R. 2711 of 9 December 1983, R. 2071 of 26 September 1986, R. 2460 of 30 October 1987, R. 833 of 12 April 1990, R. 3047 of 4 January 1991 and R. 2042 of 17 July 1992 (hereinafter referred to as the "Former Agreement"), as further renewed and amended from time to time, shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 17 of the Former Agreement, as further renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 10 OF THE FORMER AGREEMENT: AMOUNT OF BENEFITS

(1) Substitute the following for subclauses (1), (2), (3) and (4):

"(1) *Withdrawal benefit*: The benefit payable to a member whose employment in the Industry terminates for any reason other than retirement on reaching the retiring age or on account of his permanent physical incapacity to continue at work in the Industry, established to the satisfaction of the Committee in accordance with the provisions of subclause (3) hereof, or an account of his death or retrenchment, shall be calculated as follows: The member's current contributions multiplied by the number of weeks of service, plus 10 per cent thereof in respect of each year of service.

(2) *Retirement benefit*: Where the employment of a member terminates on or after the date on which he reaches the retiring age, the benefit payable shall be four times the member's current contributions multiplied by the number of weeks of service.

(3) *Disability benefit*: When a member satisfies the Committee that by reason of ill health or other physical incapacity not due to his own misconduct, he is permanently unfit to continue at work in the Industry, the benefit payable shall be four times the member's current contribution multiplied by the number of weeks of service.

(4) *Death benefit*: Upon production of proof of the death of a member, the benefit payable shall be four times the amount of the member's current contribution multiplied by the number of weeks of service, and a funeral benefit of R1 000,00."

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

"(6) *Retrenchment benefit*: The benefit payable to a member who is retrenched shall be double the withdrawal benefit."

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

"(7) *Funeral Fund*: A Funeral Fund for dependants of members of the Laundry, Cleaning and Dyeing Workers' Union is hereby established. For the purpose of the Fund, each employer shall deduct each week from the wages paid to each member of the Union employed by him the sum of 50c per week, as such member's contribution to the Fund. To the amount deducted the employer shall add a like amount.

Die bystand betaalbaar aan 'n lid is soos volg:

	R
Lid se gade	1 500,00
Lid se kinders—	
14 tot en met 21 jaar	1 500,00
ses tot en met 13 jaar	750,00
dodgebore en tot en met vyf jaar	300,00".

Namens die partye op hede die 19de dag van Julie 1993 te Kaapstad onderteken.

P. JONES,

Voorsitter.

N. DANIELS,

Laundry, Cleaning and Dyeing Workers' Union (Cape).

K. L. BARNES,

Sekretaris.

No. R. 2153 12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-
KENNISGEWING

WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP): SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermetskennisgewing No. R. 2041 van 17 Julie 1992 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

L. WESSELS,

Minister van Mannekrag.

No. R. 2154 12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

WAS-, SKOONMAAK- EN KLEURNYWERHEID
(KAAP): HERBEKRAGTIGING VAN SIEKTEBY-
STANDSFONDSOOREENKOMS

Ek, Leon Wessels, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Julie 1994 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

The benefits payable to a member shall be as follows:

	R
Member's spouse	1 500,00
Member's children—	
14 up to and including 21 years	1 500,00
six up to and including 13 years	750,00
stillborn and up to and including five years	300,00".

Signed at Cape Town on behalf of the parties, this 19th day of July 1993.

P. JONES,

Chairman.

N. DANIELS,

Laundry, Cleaning and Dyeing Workers' Union (Cape).

K. BARNES,

Secretary.

No. R. 2153 12 November 1993

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICE

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE): SICK BENEFIT FUND AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice No. R. 2041 of 17 July 1992, with effect from the second Monday after the date of publication of this notice.

L. WESSELS,

Minister of Manpower.

No. R. 2154 12 November 1993

LABOUR RELATIONS ACT, 1956

LAUNDRY, CLEANING AND DYEING INDUSTRY
(CAPE): RE-ENACTMENT OF SICK BENEFIT FUND
AGREEMENT

I, Leon Wessels, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 July 1994, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 17 Julie 1994 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die genoemde Ooreenkoms gespesifiseer.

L. WESSELS,

Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE WAS-, SKOONMAAK- EN KLEURNYWERHEID (KAAP)

SIEKTEBYSTANDSFONDSOOREENKOMS

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

Cape Town and District Laundry Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

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

wat die partye is by die Nywerheidsraad vir die Was-, Skoonmaak- en Kleurnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Was-, Skoonmaak- en Kleurnywerheid (Kaap) nagekom word—

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

(b) in die landdrostdistrikte Die Kaap, Wynberg, Bellville, Goodwood, Simonstad, Paarl, Somerset-Wes, Strand, Stellenbosch, Kuilsrivier en Wellington en in die gedeelte van die landdrostdistrik Malmesbury wat voor die publikasie van Goewermmentskennisgewing No. 171 van 8 Februarie 1957 in die landdrostdistrik Bellville geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms slegs van toepassing ten opsigte van die werknemers vir wie lone in die Hofooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet vasstel, en bly van krag vir die tydperk eindigende 17 Julie 1994 of vir die tydperk wat hy bepaal.

3. SPESIALE BEPALINGS

Die bepalings van klousules 1 (1) (a) en 2 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 1710 van 21 Augustus 1981, soos hernieu en gewysig by Goewermmentskennisgewings Nos. R. 2124 en R. 2125 van 8 Oktober 1982, R. 2712 van 9 Desember 1983, R. 2678 van 7 Desember 1984, R. 301 en R. 302 van 15 Februarie 1985, R. 2707 van 6 Desember 1985, R. 2459 van 30 Oktober 1987, R. 829 van 12 April 1990, R. 178 van 1 Februarie 1991 en R. 2041 van 17 Julie 1992 (hierna die "Vorige Ooreenkoms" genoem), soos van tyd tot tyd verder hernieu en gewysig, is van toepassing op werkgewers en werknemers.

(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), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 17 July 1994, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

L. WESSELS,

Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LAUNDRY, CLEANING AND DYEING INDUSTRY (CAPE)

SICK BENEFIT FUND AGREEMENT

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

Cape Town and District Laundry Cleaners' and Dyers' Association

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

Laundry, Cleaning and Dyeing Workers' Union (Cape)

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

being the parties to the Industrial Council for the Laundry, Cleaning and Dyeing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Laundry, Cleaning and Dyeing Industry (Cape)—

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

(b) in the Magisterial Districts of The Cape, Wynberg, Bellville, Goodwood, Simon's Town, Paarl, Somerset West, Strand, Stellenbosch, Kuils River and Wellington and in that portion of the Magisterial District of Malmesbury 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), the terms of this Agreement shall only apply in respect of those employees for whom wages are prescribed in the Main Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Manpower in terms of section 48 (1) of the Act and shall remain in force for the period ending 17 July 1994 or for such period as may be determined by him.

3. SPECIAL PROVISIONS

The provisions of clauses 1 (1) (a) and 2 of the Agreement published under Government Notice No. R. 1710 of 21 August 1981, as renewed and amended by Government Notices Nos. R. 2124 and R. 2125 of 8 October 1982, R. 2712 of 9 December 1983, R. 2678 of 7 December 1984, R. 301 and R. 302 of 15 February 1985, R. 2707 of 6 December 1985, R. 2459 of 30 October 1987, R. 829 of 12 April 1990, R. 178 of 1 February 1991 and R. 2041 of 17 July 1992 (hereinafter referred to as the "Former Agreement"), as further renewed and amended from time to time, shall apply to employers and employees.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 15 van die Vorige Ooreenkoms, soos van tyd tot tyd verder hernieu en gewysig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS: BYDRAES

Vervang subklousule (1) deur die volgende:

“(1) Vir die doel van die Fonds moet elke werkgewer op elke betaaldag van die loon van elke werknemer wat deur hierdie Ooreenkoms gedek word en wat gedurende enige week gewerk het, ongeag hoe lank hy aldus gewerk het, die volgende bydraes aftrek:

Ten opsigte van 'n werknemer wat 'n weekloon verdien van—

- (a) minder as R150,00: R1,30 per week;
- (b) meer as R150,00 maar minder as R200,00: R1,70 per week;
- (c) minstens R200,00: R2,40 per week.”

6. KLOUSULE 9 VAN DIE VORIGE OOREENKOMS: BEPERKING VAN BYSTANDSBETALINGS

Vervang subklousules (4), (5) en (6) deur die volgende:

“(4) Die koste van gratis medisyne waarop 'n lid geregtig is, is hoogstens R150,00 in 'n kalenderjaar.

(5) Die maksimum tydperk waarvoor siektebetaling betaalbaar is, is hoogstens ses weke in 'n kalenderjaar teen die volgende tariewe:

- (a) Ten opsigte van werknemers wat minder as R150,00 per week verdien: R85,00 siektebetaling per week;
- (b) ten opsigte van werknemers wat meer as R150,00 maar minder as R200,00 per week verdien: Tussen R110,00 en R123,33 siektebetaling per week;
- (c) ten opsigte van werknemers wat R200,00 en meer per week verdien: R150,00 siektebetaling per week:

Met dien verstande dat geen bystandsbetaling ten opsigte van een dag afwesigheid gedoen word nie, maar dat, indien sodanige afwesigheid twee of meer agtereenvolgende dae duur, bystandsbetalings vir die volle tydperk van sodanige afwesigheid gedoen moet word.

(6) Verloskundige dienste, chirurgiese dienste, hospitalisasie, tandheelkundige dienste en gesigkundige dienste maak nie deel uit van die voordele wat hierdie Fonds bied nie: Met dien verstande dat lede, behoudens die bepalings van hierdie klousule, geregtig is op 'n maksimum jaarlikse terugbetaling van—

- (a) R50 vir die herstel van 'n kunsgebit en die trek van tande; en
- (b) R50 vir die toets van oë en die herstel van 'n bril:

Met dien verstande dat hierdie bystandsbetalings geëis mag word slegs nadat 'n lid vir 'n tydperk van 12 maande tot die Fonds bygedra het: Met dien verstande voorts dat die Fonds R150 moet bydra ter bestryding van die koste van 'n nuwe kunsgebit en 'n nuwe bril, indien dit verkry is na 12 maande lidmaatskap van die Fonds: Met dien verstande voorts dat na die eerste aansoek om gesigkundige en/of tandheelkundige bystandsbetalings waarvoor in hierdie klousule voorsiening gemaak word, verdere eise om sodanige bystandsbetalings na tussenposes van twee jaar oorweeg word.”

Namens die partye of hede die 19de dag van Julie 1993 te Kaapstad onderteken.

P. JONES,
Voorsitter.

A. VAHED,
Ondervoorsitter.

K. L. BARNES,
Sekretaris.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 15 of the Former Agreement, as further renewed and amended from time to time, shall apply to employers and employees.

5. CLAUSE 7 OF THE FORMER AGREEMENT: CONTRIBUTIONS

Substitute the following for subclause (1):

“(1) For the purpose of the Fund every employer shall on each pay-day deduct the following contributions from the wages of each employee covered by this Agreement, who has worked during any week, irrespective of the time so worked:

In respect of an employee earning a weekly wage of—

- (a) less than R150,00: R1,30 per week;
- (b) more than R150,00 but less than R200,00: R1,70 per week;
- (c) not less than R200,00: R2,40 per week.”

6. CLAUSE 9 OF THE FORMER AGREEMENT: LIMITATION OF BENEFITS

Substitute the following for subclause (4), (5) and (6):

“(4) The cost of free medicines to which a member shall be entitled shall not exceed R150,00 in any calendar year.

(5) The maximum period for which sick pay shall be payable shall not exceed six weeks in any calendar year at the following rates:

- (a) In respect of employees earning less than R150,00 per week: R85,00 sick pay per week;
- (b) in respect of employees earning more than R150,00 but less than R200,00 per week: Between R110,00 and R123,33 sick pay per week;
- (c) in respect of employees earning R200,00 and more per week: R150,00 sick pay per week:

Provided that no benefits shall be paid in respect of one day of absence, but that, if such absence continues for two or more consecutive days, benefits shall be paid for the full period of such absence.

(6) Obstetrics, surgery, hospitalisation, dentistry and optical services shall not form part of the benefits provided by this Fund: Provided that members shall, subject to the provisions of this clause, be entitled to a maximum annual refund of—

- (a) R50 for repairing of dentures and extraction of teeth; and
- (b) R50 for testing of eyes and repairing of spectacles:

Provided that these benefits may be claimed only after a member has contributed to the Fund for a period of 12 months: Provided further that the Fund shall be required to contribute R150 towards the cost of new dentures and new spectacles if acquired after 12 months' membership of the Fund: Provided further that subsequent to the first application for the optical and/or dental benefits provided for in this clause, further claims for such benefits shall be entertained after intervals of two years.”

Signed at Cape Town, on behalf of the parties this 19th day of July 1993.

P. JONES,
Chairman.

A. VAHED,
Vice-Chairman.

K. L. BARNES,
Secretary.

No. R. 2155**12 November 1993****WET OP ARBEIDSVERHOUDINGE, 1956****BOUNYWERHEID, KROONSTAD: WYSIGING
VAN OOREENKOMS**

Ek, Leon Wessels, 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 30 November 1998 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1998 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 gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

L. WESSELS,

Minister van Mannekrag.

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KROONSTAD****OOREENKOMS**

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

**Kroonstadse Vereniging van Boumeesters en
Aanverwante Vakke**

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

**Amalgamated Union of Building Trade Workers of South
Africa**

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kroonstad, tot wysiging van die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 2588 van 23 Desember 1988, soos gewysig by Goewermenskennisgewing No. R. 2581 van 11 September 1992.

1. TOEPASSINGSESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die landdrosdistrik Kroonstad;

(b) deur alle werkgewers en werknemers in die Bounywerheid wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is.

No. R. 2155**12 November 1993****LABOUR RELATIONS ACT, 1956****BUILDING INDUSTRY, KROONSTAD: AMENDMENT
OF AGREEMENT**

I, Leon Wessels, 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 30 November 1998, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 November 1998, 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 area specified in clause 1 of the Amending Agreement.

L. WESSELS,

Minister of Manpower.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
KROONSTAD****AGREEMENT**

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

**Kroonstadse Vereniging van Boumeesters en
Aanverwante Vakke**

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

**Amalgamated Union of Building Trade Workers of South
Africa**

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

being the parties to the Industrial Council for the Building Industry, Kroonstad,

to amend the Agreement published under Government Notice No. R. 2588 of 23 December 1988, as amended by Government Notice No. R. 2581 of 11 September 1992.

1. SCOPE OF APPLICATION

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

(a) in the Magisterial District of Kroonstad;

(b) by all employers and employees in the Building Industry who are members of the employers' organisation and the trade union, respectively.

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

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

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

(c) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;

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

2. KLOUSULE 3: WOORDOMSKRYWING

Vervang die inleidende paragraaf van die omskrywing van "Bounywerheid" deur die volgende:

"'Bounywerheid', sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die nywerheid waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat by een van ondervermelde ambagte of onderafdelings daarvan betrokke is, ongeag of sodanige werk verrig word deur 'n kontrakteur, subkontrakteur, ontwikkelaar, arbeidskontrakteur of eienaar-bouer, maar omvat dit nie klerke en administratiewe personeel en ook nie die installering, onderhoud of herstel van hysers in geboue nie."

3. KLOUSULE 4: LONE

Vervang subklousule (1) deur die volgende:

(1) Behoudens die oorblywende bepalings van hierdie klousule moet 'n werkgewer lone betaal en 'n werknemer lone aanvaar soos hierin voorgestel, welke lone nie laer mag wees nie as die volgende lone vir werknemers wat 12 maande of langer by 'n bepaalde werkgewer in diens is:

	Per uur
	R
(a) Algemene werker	2,25
(b) Uitrustingsbediener/werker met gespesifiseerde vaardighede	2,76
(c) Ambagsman	3,75
(d) Vakman	6,50"

4. KLOUSULE 11: DIENSBEËINDIGING

Voeg die volgende subklousule na subklousule (5) in:

"(6) Werkgewers en werknemers moet alle pogings aanwend om die Nywerheid se riglyne na te kom oor personeelbesnoeiing, grieweprosedures en dissiplinêre prosedures, soos uiteengesit in Aanhangsel A van hierdie Ooreenkoms."

5. KLOUSULE 18: VRYSTELLING

Vervang subklousule (1) deur die volgende:

"(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, om 'n afdoende rede skriftelike vrystelling van enige van of al die bepalings hiervan aan 'n persoon of personee verleen. Elke aansoek om vrystelling sal individueel en volgens eie meriete hanteer word."

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

(a) 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;

(b) 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;

(c) apply to working partners and working directors, principals and contractors;

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

2. CLAUSE 3: DEFINITIONS

Substitute the following for the introductory paragraph of the definition of "Building Industry":

"'Building Industry' means, without in any way limiting the ordinary meaning of the expression, the industry in which employers' and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes all work executed or carried out by persons therein who are engaged in one of the following trades or subdivisions thereof, irrespective whether such work is performed by a contractor, subcontractor, developer, labour contractor or owner builder, but does not include clerical employees and administrative staff, nor the installation, maintenance or repair of lifts in buildings."

3. CLAUSE 4: WAGES

Substitute the following for subclause (1):

(1) Subject to the remaining provisions of this clause, an employer shall pay, and an employee shall accept, wages as proposed herein, which wages shall not be lower than the following wages for employees who have been in a particular employer's employ for 12 months or more:

	Per hour
	R
(a) General worker	2,25
(b) Plant operator/specified skills worker	2,76
(c) Artisan	3,75
(d) Craftsman	6,50"

4. CLAUSE 11: TERMINATION OF EMPLOYMENT

Insert the following subclause after subclause (5):

"(6) Employers and employees shall make every endeavour to comply with the Industry guidelines on retrenchments, grievance, procedures and disciplinary procedures, as set out in Annexure A to this Agreement."

5. CLAUSE 18: EXEMPTION

Substitute the following for subclause (1):

"(1) The Council may, subject to the proviso to section 51 (3) of the Act, grant an exemption in writing to any person or persons from any or all of the provisions hereof for any good and sufficient reason. Each application for exemption will be dealt with individually and on its own merits."

6. KLOUSULE 19: UITGAWES VAN DIE RAAD

(1) In subklousule (1) (a) vervang die uitdrukking "R1,00" deur die uitdrukking "R1,25".

(2) In subklousule (1) (b) vervang die uitdrukkings "R1,00" en "50c" deur onderskeidelik die uitdrukkings "R1,25" en "75c".

7. KLOUSULE 20: REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

Vervang subklousule (5) deur die volgende:

"(5) (a) *Registrasie van werknemers*: Iemand van wie daar vereis word of wat toegelaat word om werk in die Nywerheid te verrig, moet binne vier weke in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek by die Raad doen om 'n bewys van registrasie as 'n werknemer in die Bounywerheid, indien hy nie in besit van sodanige bewys is nie, en sodanige werknemer moet aan die Raad die dokumentêre bewys verstrek wat die Raad nodig ag om te staaf dat hy vir die uitreiking van sodanige bewys van registrasie kwalifiseer.

(b) Werknemers wat nog nooit in die Bounywerheid in diens was nie en wat vir die eerste keer tot die Nywerheid toetree, moet vanaf hul vyfde week diens by 'n werkgever die voordele ingevolge hierdie Ooreenkoms ontvang."

8. KLOUSULE 23: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN BYDRAE TOT DIE VAKANSIEFONDS

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

"(b) aan werknemers vir wie lone by ondergenoemde klousules voorgeskryf word, die volgende weeklikse bedrae betaal:

4 (1) (a) — R6,93.

4 (1) (b) — R9,17.

4 (1) (c) — R13,07.

4 (1) (d) — R22,99."

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

"(b) Die Raad moet alle bedrae deur hom in die krediet van die Vakansiefonds gehou van tyd tot tyd by 'n bank of bouvereniging op vaste deposito of as onmiddellik opvraagbaar belê, en alle oplopende rente uit sodanige beleggings is die uitsluitlike eiendom van die Raad as vergoeding vir die administrasie van die Vakansiefonds."

(3) Voeg die volgende paragraaf na subklousule (7) (b) in:

"(c) Ondanks paragraaf (b) of andersluidende bepalinge in hierdie Ooreenkoms vervat, is die betrokke werkgeversorganisasie geregtig op alle rente verdien op betalings gedoen deur lede van die betrokke werkgeversorganisasie, welke rente jaarliks deur die Nywerheidsraad, na voltooiing van 'n behoorlike audit, aan die werkgeversorganisasie oorbetal moet word."

9. KLOUSULE 25: VOORSORGFONDS EN PENSIOENFONDS

(1) Voeg die volgende paragraaf na subklousule (1) (g) in:

"(h) 'n Werknemer kan 12 maande nadat hy die Bounywerheid verlaat het, aansoek doen om die afkoopwaardebetaling van sy Voorsorgfondsbydraes."

(2) Voeg die volgende paragraaf na subklousule (2) (g) in:

"(h) 'n Werknemer kan 12 maande nadat hy die bounywerheid verlaat het, aansoek doen om die afkoopwaardebetaling van sy Pensioenfondsbydraes."

(3) Voeg die volgende subklousule na subklousule (4) in:

"(5) Die Raad moet van tyd tot tyd twee verteenwoordigers uit elke party aanwys om die Raad in Fedlife Assurance Limited se Raad van Trustees te verteenwoordig."

6. CLAUSE 19: EXPENSES OF THE COUNCIL

(1) In subclause (1) (a) substitute the expression "R1,25" for the expression "R1,00".

(2) In subclause (1) (b) substitute the expressions "R1,25" and "75c" for the expressions "R1,00" and "R50c" respectively.

7. CLAUSE 20: REGISTRATION OF EMPLOYERS AND EMPLOYEES

Substitute the following for subclause (5):

"(5) (a) *Registration of employees*: Any person who is required or permitted to perform work in the Industry shall apply to the Council, within four weeks, in such form as may be prescribed by the Council from time to time, for proof of registration as an employee in the Building Industry should he not be in possession of such proof, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for the issue of such proof of registration.

(b) Employees who have never been employed in the Building Industry and who enter the Industry for the first time, shall enjoy the benefits in terms of this Agreement as from their fifth week of service at an employer."

8. CLAUSE 23: PAYMENT IN RESPECT OF ANNUAL LEAVE, PUBLIC HOLIDAYS AND HOLIDAY FUND CONTRIBUTIONS

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

"(b) to employees for whom wages are prescribed in the undermentioned clauses, the following weekly amounts:

4 (1) (a) — R6,93.

4 (1) (b) — R9,17.

4 (1) (c) — R13,07.

4 (1) (d) — R22,99."

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

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

(3) Insert the following paragraph after subclause (7) (b):

"(c) Notwithstanding the provisions of paragraph (b) or anything to the contrary contained in this Agreement, the employers' organisation concerned shall be entitled to all interest earned on payments made by members of the employers' organisation concerned, which interest shall, after the completion of a proper audit, be paid annually by the Industrial Council to the employers' organisation."

9. CLAUSE 25: PROVIDENT FUND AND PENSION FUND

(1) Insert the following paragraph after subclause (1) (g):

"(h) An employee may make application for the surrender value payment of his Provident Fund contributions 12 months after leaving the Building Industry."

(2) Insert the following paragraph after subclause (2) (g):

"(h) An employee may make application for the surrender value payment of his Pension Fund contributions 12 months after leaving the Building Industry."

(3) Insert the following subclause after subclause (4):

"(5) The Council shall from time to time appoint two representatives from each party to represent the Council on Fedlife Assurance Limited's Board of Trustees."

10. KLOUSULE 28: BYSTAND OOREENKOMSTIG DIE BYSTANDSFONDS

Vervang subklausule (3) deur die volgende:

“(3) *Medies*: As 'n lid mediese onkoste aangaan, kan hy in 'n enkele finansiële jaar bystand eis van hoogstens R1 000 per lid:

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

- (i) Eise wat ontstaan deur die lid se eie wangedrag of nalatigheid;
- (ii) eise wat ontstaan waarvoor vergoeding kragtens die Ongevallewet, 1941, of uit 'n ander bron betaalbaar is;
- (iii) eise wat ontstaan uit siekte, abnormaliteit of swaakteit waaraan die lid of sy afhanklike gely het op die datum waarop lidmaatskap 'n aanvang geneem het;
- (iv) vakansies met die doel om aan te sterk;
- (v) eise wat medies nie noodsaaklik is nie, met inbegrip van plastiese chirurgie of om skoonheids- of soortgelyke redes;
- (vi) die verskaffing van brilrame, kunstande, kunstledemate of kunstoestelle;
- (vii) nie-voorgeskrewe of patentmedisyne;
- (viii) die koste vir die dienste van spesialiste na wie die lid nie deur 'n algemene praktisyn verwys is nie;
- (ix) eise wat ontstaan vanweë onluste, stakings, burgerlike oproer of oorlog;
- (x) reistoelaes; en
- (xi) 20 persent van die koste van alle medisyne toebehoort deur aptekers of geneeshere.”

Namens die partye op hede die 28ste dag van Julie 1993 te Kroonstad onderteken.

J. H. LABUSCHAGNE,

Voorsitter.

A. WILLIAMS,

Ondervoorsitter.

M. M. UNWIN,

Sekretaris.

AANHANGSEL A**PROSEDURELE RIGLYNE****1. PERSONEELBESNOEIING****1.1 DOELWIT**

1.1.1 Om riglyne te verskaf vir die hantering van personeelbesnoeiing.

1.2 OMSKRYWINGS

Dit is belangrik om op die verskil tussen besnoeiing en oortolligheid te let:

“Besnoeiing” (Engels: “retrenchment”) beteken die kollektiewe en/of individuele beëindiging van diens waar sekere poste uitgeskakel word as gevolg van bedryfsvereistes of ekonomiese faktore.

“Oortolligheid” verwys na 'n situasie waar die “vaardigheid” wat vir 'n bepaalde werk vereis word, nie meer van toepassing is nie, dit wil sê die werk bestaan nie meer nie.

Daar word erken dat die werknemer geen beheer het oor die faktore wat sy diens raak in omstandighede van besnoeiing of oortolligheid nie. Besnoeiing kan nie gebruik word om 'n werknemer se swak gesondheid of dissipline te hanteer nie.

10. CLAUSE 28: BENEFITS UNDER THE BENEFIT FUND

Substitute the following for subclause (3):

“(3) *Medical*: If a member incurs medical expenses, he may claim benefits, which shall not in any one financial year exceed R1 000 per member:

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

- (i) Claims arising through the member's own misconduct or negligence;
- (ii) claims arising which are compensable in terms of the Workmen's Compensation Act, 1941, or from any other source;
- (iii) claims arising from any disease, abnormality or infirmity from which the member or his dependant was suffering at the date of commencement of membership;
- (iv) holidays for recuperating purposes;
- (v) claims not medically essential, including plastic surgery or for cosmetic or similar reasons;
- (vi) supply of spectacle frames, false teeth, artificial limbs or appliances;
- (vii) unprescribed or patent medicines;
- (viii) cost of specialists' services not referred by a general practitioner;
- (ix) claims arising through riot, strike, civil commotion or war;
- (x) travelling expenses; and
- (xi) 20 per cent of the cost of all medicines dispensed by chemists or doctors.”

Signed at Kroonstad, on behalf of the parties, this 28th day of July 1992.

J. H. LABUSCHAGNE,

Chairman.

A. WILLIAMS,

Vice-Chairman.

M. M. UNWIN,

Secretary.

ANNEXURE A**PROCEDURAL GUIDELINES****1. RETRENCHMENTS****1.1 PURPOSE**

1.1.1 To provide guidelines on handling retrenchments.

1.2 DEFINITIONS

It is important to note the difference between retrenchment and redundancy.

“Retrenchment” means both the collective and/or individual termination of employment where, due to operational requirements or economic factors, certain jobs are reduced.

“Redundancy” refers to a situation where the “skill” required for a particular job becomes obsolete, in other words the job no longer exists.

It is recognised that, neither in circumstances of retrenchment nor redundancy, are the factors effecting employment within the employees' control. Retrenchment cannot be used to deal with an employee's ill health or discipline.

Hoewel daar 'n onderskeid gemaak word tussen besnoeiing en oortoligheid, moet die prosedure wat in hierdie afdeling uiteengesit word, in al twee gevalle gevolg word.

Die beëindigingsbrief moet egter spesifiseer of die diensbeëindiging vanweë besnoeiing of oortoligheid plaasgevind het.

1.3 RAADPLEGING MET BETROKKE WERKNEMERS EN VAKVERENIGINGS

Raadpleging met die werknemers wat deur besnoeiing geraak word, asook met verteenwoordigende vakverenigings, is 'n vereiste van die Nywerheidshof. Tydens sodanige raadpleging moet daaronder meer aandag gegee word aan die noodsaaklikheid van besnoeiing, en dit moet geregtig word deur aan die betrokke partye te toon dat alternatiewe vir besnoeiing reeds op 'n redelike wyse deur die maatskappy ondersoek is.

Let Wel: Daar is geen verpligting aan die bestuur se kant om 'n ooreenkoms met 'n vakvereniging te bereik oor die reg om hul personeel te besnoei nie. Aangesien 'n vermindering in vakverenigingslidmaatskap in stryd is met een van die vakverenigings se vernaamste doelwitte, naamlik die daargestelling van werksekuriteit, is dit onwaarskynlik dat 'n ooreenkoms oor hierdie saak bereik sal word.

1.4 POGINGS OM BESNOEIING TE VERMY OF TOT DIE MINIMUM TE BEPERK

1.4.1 Deurlopende arbeidsvereistes moet gemonitor word om produktiwiteit te handhaaf, met inagneming van die verwagte werkklas. Arbeidsvereistes moet aangepas word om in hierdie behoeftes te voorsien. Dit is ietwat van 'n probleem in die Bounywerheid met sy wisselende neigings en weens die tenderstelsel.

1.4.2 Ander maniere om besnoeiing te vermy moet oorweeg word, byvoorbeeld:

1.4.2.1 'n Nie-vervangingbeleid;

1.4.2.2 skakel die gebruik van tydelike of los werkers uit of verminder dit;

1.4.2.3 skenk sorgvuldige heroerweging aan oortyd in die betrokke afdeling;

1.4.2.4 oorweeg die verplasing van werknemers wat geraak word;

1.4.2.5 oorweeg die herverdeling van take;

1.4.2.6 hersien onderkontrakte;

1.4.2.7 werk korttyd of gee werknemers onbetaalde verlof;

1.4.2.8 beëindig die diens van werknemers wat ouer is as die normale aftree-ouderdom; en

1.4.2.9 bied aan dat werknemers vrywillig vroeër kan aftree, in ooreenstemming met die reëls van die betrokke pensioenfondse.

1.5 REGVERDIGING VAN DIE NOODSAAKLIKHEID OM TE BESNOEI

Die volgende redes kan gebruik word om teenoor werknemerverteenwoordigers of vakverenigingopsieners en/of vakverenigingsbeampptes die noodsaaklikheid om personeel te besnoei, te regverdig:

1.5.1 'n Konstante afwaartse neiging in beskikbare werk, wat regstreeks verband kan hou met die tenderstelsel in die Bounywerheid;

1.5.2 beëindiging van sekere werkgebiede of afdelings van die besigheid;

1.5.3 die herorganisasie of rasionalisasie van werksaamhede, wat daartoe kan lei dat 'n sekere aantal poste uitgeskakel word;

1.5.4 die invoering van nuwe tegnologie/meganisasie (oortoligheid).

Although a distinction is made between retrenchment and redundancy the procedure detailed in this section must be followed in both cases.

The letter of termination should however specify whether the termination was due to retrenchment or redundancy.

1.3 CONSULTING WITH AFFECTED EMPLOYEES AND TRADE UNIONS

Consultation with employees affected by retrenchments, as well as with representative trade unions, is a requirement of the Industrial Court. Such consultations should include giving attention to the need to retrench and justifying to the parties concerned that alternatives to retrenchment have been reasonably explored by the company.

Note: There is no obligation on management to reach agreement with a trade union on the right to retrench employees. Since a reduction in union membership is in conflict with one of the union's major objectives of providing job security, it is therefore unlikely that an agreement on this issue will be reached.

1.4 ATTEMPTS TO AVOID OR MINIMISE RETRENCHMENT

1.4.1 Ongoing labour requirements should be monitored to maintain productivity, taking into account anticipated workload. Labour requirements should be geared to meet these needs. This is somewhat of a problem in the Building Industry with its cyclical nature and because of the tender system.

1.4.2 Other means of avoiding retrenchment must be considered, such as—

1.4.2.1 non-replacement policy;

1.4.2.2 eliminating/reducing the use of temporary/casual labour;

1.4.2.3 careful consideration on overtime in the affected area;

1.4.2.4 considering transferring affected employees;

1.4.2.5 considering the re-allocation of tasks;

1.4.2.6 reviewing sub-contracts;

1.4.2.7 working short time or granting employees unpaid leave;

1.4.2.8 terminating the services of employees who are beyond normal retirement age; and

1.4.2.9 offering employees voluntary early retirement in line with the rules of the applicable pension fund.

1.5 JUSTIFYING THE NEED TO RETRENCH

The following reasons could be used to justify the need to retrench employees to employee representatives/shop stewards and/or trade union officials:

1.5.1 Consistent downward trend in terms of work on hand, which could be directly linked to the tendering system within the Building Industry;

1.5.2 termination of certain areas or sections of the business;

1.5.3 re-organisation or rationalisation of operations, which may result in the elimination of a certain number of jobs;

1.5.4 introduction of new technology/mechanisation (redundancy).

1.6 SELEKSIEKRITERIA

1.6.1 Die Nywerheidshof het gespesifiseer dat die LIEU-stelsel ('laaste-in-eerste-uit') in die betrokke afdeling in ag geneem moet word wanneer daar besluit word watter werknemers se diens beëindig moet word, maar dit hoef nie die enigste kriterium te wees nie.

1.6.2 Die bestuur en werknemer/werknemerverteenwoordigers moet die volgende oorweeg:

1.6.2.1 Gedokumenteerde en bewese gevalle van swak prestasie;

1.6.2.2 die behoud van werknemers met skaars en spesiale vaardighede.

1.6.3 As die maatskappy personeel met vastetermynkontrakte se diens beëindig, moet dié werknemers vir die volle kontraktermyn betaal word.

1.6.4 Werknemers wat militêre diens ondergaan, se diens mag nie beëindig, word nie, want dit sal 'n kriminele oortreding uitmaak.

1.6.5 Indien vrywilligers gevra word wat bereid is om hul diens te laat beëindig, spesifiseer duidelik watter werkgebiede/poste geraak word.

1.7 KOMMUNIKASIE MET BETROKKE BESTUURSLEDE EN WERKNEMERS

1.7.1 Raadpleeg en lig alle bestuurslede ten volle in voor dat die werknemers van die voorgename besnoeiing in kennis gestel word.

1.7.2 Lig alle werknemers direk hierna in om te verhoed dat gerugte versprei.

1.7.3 Waarsku die werknemers 'n redelike tyd vooraf (ongeveer twee weke), en lig hulle oor die volgende in:

1.7.3.1 Redes vir die besnoeiing;

1.7.3.2 seleksiekriteria wat gebruik word om te bepaal wie se diens beëindig gaan word;

1.7.3.3 voorgename datum van diensbeëindiging;

1.7.3.4 verwagtings oor huidige werk en die handhawing van dissipline; en

1.7.3.5 die proses van beraadslaging oor alternatiewe vir besnoeiing wat gevolg sal word met werknemers en werknemer- of vakverenigingsvertegenwoordigers.

Let wel: Moenie die waarskuwingstydperk met die kennis-tydperk verwar nie. Dié twee tydperke moet nie terselfdertyd van krag wees nie. As 'n werknemer verkies om sy diens onmiddellik te laat beëindig, hoef hy slegs vir die kennis-tydperk betaal te word. Die doel van die waarskuwingstydperk is om die werknemer die geleentheid te gee om ander werk te kry terwyl hy nog in diens is.

1.7.4 Hierna moet beraadslaging met die betrokke werknemers of hul vakverenigingsbeambtes plaasvind om die besnoeiing te regverdig (sien paragrawe 4 tot 6).

1.8 BELANGRIKE PUNTE VAN PROSEDURE

1.8.1 Stel alle werknemers wat deur die besnoeiing geraak gaan word, in kennis sodra daar finaal besluit is watter persone se diens beëindig gaan word. Wanneer dit eers gedoen is, moet die res van die werknemers in kennis gestel word dat die seleksie plaasgevind het en dat hulle nie geraak sal word nie.

1.8.2 Maak seker dat volledige besonderhede van die besnoeiing mondeling sowel as skriftelik gegee word aan persone wie se diens beëindig gaan word, insluitende die volgende:

1.8.2.1 Beëindigingsdatum;

1.8.2.2 pogings wat deur die maatskappy aangewend is om alternatiewe werk vir werknemers te vind;

1.6 SELECTION CRITERIA

1.6.1 The Industrial Court has specified that the LIFO system, 'last-in first-out', within the affected area could be taken into account when considering selection of retrenchees, but that it need not be the one and only criterion.

1.6.2 Management and employee/employee representatives should consider the following:

1.6.2.1 Documented and proven cases of poor performance;

1.6.2.2 retaining employees with rare and special skills.

1.6.3 Retrenching employees on fixed term contracts will require the company to pay such employees for the full contract period.

1.6.4 Employees undergoing military training cannot be retrenched, since this would constitute a criminal offence.

1.6.5 Should you wish to call for volunteers to be retrenched, the areas/jobs affected should be specified clearly.

1.7 COMMUNICATION WITH RELEVANT MANAGEMENT AND EMPLOYEES

1.7.1 Consult and inform all management fully before informing employees of the pending retrenchment.

1.7.2 Inform all employees directly after this has been done to avoid the spreading of rumours.

1.7.3 Give reasonable advance warning (approximately two weeks) to the employees and inform them of the following:

1.7.3.1 Reasons for the retrenchment;

1.7.3.2 criteria to be used in selecting retrenchees;

1.7.3.3 proposed dates of retrenchment;

1.7.3.4 expectations regarding current work and the maintenance of discipline; and

1.7.3.5 the process of consultation on alternatives to retrenchment which will be followed with employees, employee representatives/shopstewards.

Note: Do not confuse advance warning with the notice period. The two should not run at the same time. If an employee elects to be retrenched with immediate effect, only the notice period needs to be paid. The purpose of the advance warning period is to allow the employee the opportunity to secure other employment while still employed.

1.7.4 Thereafter consultations with employees affected or their union officials should take place giving information to justify the retrenchment (refer paragraphs 4 to 6).

1.8 IMPORTANT POINTS OF PROCEDURE

1.8.1 Inform all employees affected by the retrenchment as soon as the selection of retrenchees has been finalised. Once this has been done inform the rest of the workforce that the selection has taken place and that they will not be affected.

1.8.2 On informing affected employees, ensure that full details of the retrenchment are given verbally and in writing, including the following:

1.8.2.1 Termination date;

1.8.2.2 attempts made by the company to find alternative employment for employees;

1.8.2.3 redelike tyd vry, sonder verlies van betaling, sodat werknemers ander werk kan soek;

1.8.2.4 die maatskappy se verwagting dat die werknemer steeds sy/haar pligte sal uitvoer en dat dissiplinêre reëls steeds van toepassing bly;

1.8.2.5 toestemming dat 'n werknemer vroeg mag uittree as hy/sy 'n ander betrekking vind;

1.8.2.6 'n onderneming dat werknemers wie se diens beëindig is, weer om werk mag aansoek doen as dit nodig word om meer mense in diens te neem; en

1.8.2.7 ander persoonlike, toepaslike kommentaar.

1.8.3 Waar dit ook al moontlik is, moet besnoeiing in fases gedoen word.

1.8.4 Laat werknemers toe om die waarskuwingstydperk en die kennistydperk deur te werk, tensy die maatskappy nie hulle voortgesette diens verlang nie. In hierdie geval moet die maatskappy die werknemers tot die voorgenome datum van beëindiging betaal. As 'n werknemer 'n strategiese pos het (bv. rekenaarprogrammering), kan die maatskappy moontlik verkies dat die werknemer nie moet aanhou werk nie. Alle diensbeëindigings as gevolg van personeelbesnoeiing moet op skrif gestel word.

1.9 HERINDIENSNEMING

Die Nywerheidshof het gespesifiseer dat werknemers wie se diens beëindig is, eerste in ag geneem moet word wanneer 'n maatskappy weer persone in diens begin neem, afhangende van die voormalige werknemer se vermoë om werk te verrig in die pos of afdelings waar werwing plaasvind. Akkurate rekords van werknemers se adresse en telefoonnommers moet vir hierdie doel gehou word. Werknemers wie se diens beëindig is, moet die maatskappy van enige adresverandering in kennis stel.

1.10 BETALINGS AAN WERKNEMERS WAT AS GEVOLG VAN PERSONEELVERMINDERING AFBETAAL WORD

1.10.1 Betaling vir tyd gewerk.

1.10.2 Verlofbetaling waarop die werknemer geregtig is of vakansiefondsbetalings deur Nywerheidsraad wat betaalbaar is wanneer die Nywerheid vir die jaarlikse vakansietydperk sluit.

1.10.3 Betalings in plaas daarvan dat die werknemer die kennistydperk deurwerk, afhangende van die dienskontrak: Nywerheidsraadooreenkomste, loonvasstellings en ander wetgewing. (Na die goeddunke van die maatskappy kan daar van die werknemer verwag word om hierdie tydperk te werk.)

1.10.4 Bonusbetalings (indien van toepassing).

2. GRIEWEPROSEDURES

2.1 DIE HANTERING VAN GRIEWE

2.1.1 Omskrywing

'n Grief is enige ontevredenheid by 'n werknemer, of 'n gevoel dat hy onregverdig behandel is, wat hy onder die aandag van die bestuur bring en wat verband hou met—

die werknemer se werk;

die werknemer se werksomgewing;

die werknemer se diensvoorwaardes;

die manier waarop daar oor die werknemer toesig gehou word.

2.1.2 Doelwit

2.1.2.1 Vir die werknemer:

Dit voorsien die werknemer van 'n amptelike kanaal waardeur hy werkverwante griewe binne die maatskappy kan uitskakel, sonder vrees vir viktimisasie en met die wete dat sy grief eerlik en regverdig behandel sal word.

1.8.2.3 reasonable time off to look for another job without loss of pay;

1.8.2.4 the company's expectation that the employee will continue to perform his/her duties and that disciplinary rules continue to apply;

1.8.2.5 early release of an employee should he/she secure another job;

1.8.2.6 giving an undertaking that retrenched employees may reapply for work should it become necessary to take on more people; and

1.8.2.7 other personal appropriate comments.

1.8.3 Retrenchment should be phased in wherever possible.

1.8.4 Allow employees to work the advance warning period and notice period unless the company does not require their continued services. In this case, the company should pay employees until the proposed date of termination. Should any employee work in a strategic position (e.g. computer programmes) the company may prefer not to allow the employee to continue working. All termination due to retrenchment should be done in writing.

1.9 RE-EMPLOYMENT

The Industrial Court has specified that retrenched employees should be given the first opportunity of re-employment when a company starts recruiting. This is dependant on the ex-employee's ability to perform in the job/areas where recruiting is taking place. Accurate records of employees' addresses and telephone numbers should be kept for this purpose. Retrenched employees should inform the company of any change of address.

1.10 PAYMENTS TO RETRENCHÉES

1.10.1 Payment for time worked.

1.10.2 Leave pay entitlement or Holiday Fund payments by the Industrial Council when the Industry closes for the annual holiday period.

1.10.3 Payments *in lieu* of notice depending on the contract of employment: Industrial Council Agreements, wage determinations and other legislation. (An employee may be required to work this period, at the company's discretion.)

1.10.4 Bonus payments (if applicable).

2. GRIEVANCE PROCEDURES

2.1 GRIEVANCE HANDLING

2.1.1 Definition

A grievance is any dissatisfaction or sense of injustice an employee may have that he/she wishes to bring to the attention of management in connection with—

such employee's work;

such employee's environment;

such employee's conditions of employment;

the manner in which such employee is supervised.

2.1.2 Purpose

2.1.2.1 For the employee:

To provide the employee with an official channel of resolving work-related grievances within the company, without fear of victimisation and with the knowledge that such employee's grievance will be honestly and justly dealt with.

2.1.2.2 Vir die werkgewer:

Dit voorsien die werkgewer van 'n middel om te verseker dat sy werknemers se griewe spoedig en regverdig deur hul bestuurders, voormanne of toesighouers hanteer word, en dat sy werknemers hulle nie op buite-instansies (bv. vakverenigings, prokureurs) hoef te beroep om hul griewe uit die weg te ruim nie. 'n Doeltreffende prosedure vir griewehantering maak dit minder waarskynlik dat daar werkstopsettings of onwettige stakings sal voorkom wat deur onopgeloste griewe veroorsaak word.

2.1.2.3 Vir die voorman/toesighouer:

Dit voorsien die toesighouer van die riglyne en die bevoegdheid om sy ondergeskiktes se griewe op 'n objektiewe, billike en aanvaarbare manier uit die weg te ruim.

2.1.3 Beginsels

'n Grieweprosedure moet op die volgende beginsels gebaseer word om doeltreffend te kan werk:

2.1.3.1 Daar moet wedersydse aanvaarding van en begrip vir die prosedure by die bestuur en die werknemers wees.

2.1.3.2 Die prosedure moet vir alle werknemers toeganklik wees.

2.1.3.3 Werknemers en hul verteenwoordigers moet voel dat hulle hul griewe vryelik en sonder vrees kan lug.

2.1.3.4 Die verantwoordelikheid en die gesag om griewe (die belangriker sake) uit te skakel, moet by die bestuur berus.

2.1.3.5 Daar moet gesien kan word dat die grieweprosedure doeltreffend werk.

2.1.3.6 Griewe moet so spoedig moontlik en op die laagste moontlike vlak uitgeskakel word, en moet so gou moontlik ná die voorval wat daartoe aanleiding gegee het, deur die werknemer(s) aangemeld word.

2.1.3.7 Die prosedure moet die rolle van die betrokkenes en die stappe wat gevolg moet word, duidelik uiteensit.

2.1.3.8 Werknemers en hul verteenwoordigers moet nie enige loonverlies ly as gevolg van tyd wat hulle daaraan bestee het om griewe te probeer op los nie.

2.1.3.9 Daar moet op gelet word dat 'n grief nie uit die weg geruim is nie tensy en totdat dit tot tevreedenheid van die betrokke werknemer of werknemers uitgeskakel is.

2.1.4 Die rol van die kontrakbestuurder/terreinagent

Die verantwoordelikhede en rol van die kontrakbestuurder of terreinagent ten opsigte van die grieweprosedure is gewoonlik die volgende:

4.1.4.1 Hy moet verseker dat die nodige stelsels vir die hantering van griewe geïmplementeer word.

2.1.4.2 Hy moet verseker dat almal onder sy beheer vertrouwd is met die grieweprosedure en dat hulle dit verstaan.

2.1.4.3 Hy moet verseker dat die grieweprosedure nagekom word.

2.1.4.4 Hy moet verseker dat almal wat by die proses betrokke is, opgelei is met die oog op die bepaalde funksies wat hulle moet uitvoer.

2.1.4.5 Hy moet ondergeskikte voormanne en toesighouers help om werkers se griewe op 'n doeltreffende manier te hanteer.

2.1.2.2 For the employer:

To provide the employer with the means to ensure that his employees' grievances are speedily and justly dealt with by their managers, foreman or supervisors, and that his employees need to have to resort to outside agents (trade unions, lawyers) to seek redress for their grievances. An effective grievance handling procedure lessens the likelihood of stoppages and illegal strikes caused by unresolved grievances.

2.1.2.3 For the foreman/supervisor:

To provide the supervisor with the guidelines and the authority to resolve his subordinates' grievances in an objective, fair and acceptable manner.

2.1.3 Principles

In order for a grievance procedure to operate effectively, it should be based on the following principles:

2.1.3.1 Mutual acceptance and understanding of the procedure by both management and employees.

2.1.3.2 The procedure must be accessible to all employees.

2.1.3.3 Employees and their representatives must feel free to submit grievances without fear.

2.1.3.4 The responsibility and authority for resolving grievances (major issues) must rest with management.

2.1.3.5 The grievance procedure must be seen to be effective.

2.1.3.6 Grievances must be settled as early as possible and at the lowest possible level, and should be submitted by the employee(s) as soon as possible after the incident which gave rise to it.

2.1.3.7 The procedure should clearly spell out the roles of participants and the steps to be followed.

2.1.3.8 Employees and their representatives should not incur any loss of wages in respect of time spent in resolving grievances.

2.1.3.9 It should be noted that a grievance is not resolved unless and until the employee or employees in question are satisfied that the grievance has been resolved.

2.1.4 The role of the contracts manager/site agent

The responsibilities and role of the contracts manager/site agent are generally the following in terms of the grievance procedure.

2.1.4.1 Ensuring that the necessary systems for handling grievances are implemented;

2.1.4.2 making sure that everybody under this control is familiar with the grievance procedure and that they understand it;

2.1.4.3 ensuring that the grievance procedures are adhered to;

2.1.4.4 ensuring that everybody who is involved in the process has been trained in terms of specific functions that have to be performed; and

2.1.4.5 assisting subordinate foremen and supervisors in handling the grievances of workers in an effective manner.

3. DISSCIPLINÊRE PROSEDURES**3.1 OMSKRYWING VAN DISSCIPLINE**

Dissipline kan omskryf word as die handhawing van prestasiestandaarde en gedrag deur die bestuur deur voortdurende effektiewe toesig en die toepassing van formele reëls en strafmaatreëls.

3.2 DOELWIT VAN DISSCIPLINE**3.2.1 Vir die werkgewer:**

Dit voorsien die werkgewer van 'n middel waardeur onaanvaarbare werkverrigting en gedrag reggestel kan word, om sodoende die doeltreffendheid van die maatskappy te verbeter. Dit verseker eenvormigheid en regverdigheid in die reëls, prosedures en maatreëls wat gebruik word om aanvaarbare standaarde in die werkplek te handhaaf.

3.2.2 Vir die voorman en toesighouer:

Dit voorsien hulle van die riglyne en gesag om dissipline op hul werkgebied te handhaaf.

3.2.3 Vir die werknemer

Dit verseker dat die werknemer 'n duidelike begrip het van die reëls en prosedures wat van toepassing is op prestasie en gedrag by die werk; dat hy duidelik verstaan wat die gevolge is van onaanvaarbare werkverrigting en gedrag, en dat hy verstaan dat hy geregtig is op 'n billike verhoor en op appèl as hy meen dat hy onregverdig behandel is.

3.3 DISSCIPLINÊRE KODE EN PROSEDURE

Een van die belangrikste riglyne wat die Nywerheidshof gestel het, is dat maatskappye 'n skriftelike, formele dissiplinêre kode en prosedure moet hê wat binne die maatskappy gebruik word.

3.4 KONSEKWENTE TOEPASSING VAN DISSCIPLINÊRE KODE.

'n Belangrike aspek wat daartoe bydra dat 'n maatskappy se optrede as billik en regverdig gesien word, is die beginsel dat werknemers gelyk behandel moet word, en konsekwent gelyk behandel moet word.

Vakverenigings betwis dikwels die billikheid van 'n afdanking op grond daarvan dat dissipline binne 'n maatskappy inkonsekwent toegepas is. Hulle beweer dat dieselfde straf vir herhaalde soortgelyke oortredings toegepas moet word.

As 'n werkgewer byvoorbeeld nie sekere werknemers afdank vir 'n bepaalde oortreding waarvoor hy reeds werknemers in die verlede afgedank het nie, sal hy aan die Nywerheidshof moet bewys dat hy goeie redes gehad het om 'n onderskeid te tref tussen die werknemers met sy dissiplinêre hantering van dieselfde oortreding. 'n Kennisgewing wat waarsku dat die bestuur van plan is om dissipline in die toekomst strenger toe te pas, sal 'n baie belangrike dokument in so 'n situasie wees.

Dit is dus nie verbasend dat die Nywerheidshof by verskeie geleenthede konsekwente optrede as 'n belangrike aspek van billikheid beskou het nie.

3.5 BEGINSELS VAN GOEIE DISSCIPLINE

Om te verseker dat goeie dissipline by die werk bewerkstellig word, is dit nodig om die volgende te doen:

3.5.1 Stelsels van toereikende voorligting, formele mondelinge waarskuwings en formele skriftelike waarskuwings moet geïmplementeer word, en daar moet interne skriftelike diensrekords gehou word waarin sulke stappe opgeneem word.

3.5.2 Daar moet seker gemaak word dat die stelsel op alle werknemers van die maatskappy van toepassing is.

3. DISCIPLINARY PROCEDURES**3.1 DEFINITION OF DISCIPLINE**

Discipline can be defined as the maintenance of standards of performance and behaviour by management through effective ongoing supervision and the application of formal rules and sanctions.

3.2 PURPOSE**3.2.1 For the employer:**

To provide the means for correcting unacceptable performance and behaviour, thereby contributing towards the efficiency of the company. To ensure uniformity and justice in the rules, procedures and measures taken to maintain acceptable standards in the workplace.

3.2.2 For the foreman and supervisor:

To provide them with the guidelines and authority to maintain discipline in their areas of work.

3.2.3 For the employee:

To ensure that the employee clearly understands the rules and procedures governing performance and behaviour at work; that the employee clearly understands the consequences of unacceptable performance and behaviour, and that the employee realises that he/she has the right to a fair hearing and to appeal if he/she feels unjustly treated.

3.3 DISCIPLINARY CODE AND PROCEDURE

One of the most important guidelines laid down by the Industrial Court is that companies should have a written formalised disciplinary code and procedure in use in the company.

3.4 CONSISTENT APPLICATION OF DISCIPLINARY CODE

An important element of the general perception of fairness and equity is the principle of equal treatment of employees, and the consistency of such equal treatment.

Trade unions often contest the fairness of a dismissal on grounds of inconsistent application of discipline within a company. It is claimed that the same penalty should apply for repeated similar offences.

For example, if an employer did not dismiss certain employees for a certain breach of discipline where in the past employees have been dismissed for the same breach of discipline, such an employer will have to prove to the Industrial Court that he had good reasons for distinguishing between employees in his disciplinary treatment for the same breach of discipline. A notice warning that management intends exercising discipline more strictly in future would be a very important document in such a situation.

It is therefore not surprising that the Industrial Court has on several occasions regarded consistency of treatment as an important aspect of fairness.

3.5 PRINCIPLES

In order to ensure that good discipline is achieved in the workplace, it is necessary to—

3.5.1 implement systems of appropriate counselling, formal verbal warnings and formal written warnings and maintain internal written employment records relating to such steps;

3.5.2 ensure that the system applies to all employees of the company;

3.5.3 Alle werknemers moet bewus wees van die bestaan van die dissiplinêre kode en prosedure en moet daarmee vertrouwd wees.

3.5.4 Daar moet altyd seker gemaak word dat daar in alle gevalle van dissiplinêre optrede vir 'n billike verhoor voorsiening gemaak word.

3.5.5 Daar moet 'n reg tot appèl wees.

3.5.6 Daar moet verseker word dat dissipline toegepas word deur die betrokke bestuurder, voorman of toesighouer.

3.6 TOEPASSING VAN DISSIPLINE

Dit is die gedrag en die oortreding wat van belang is.

Partydigheid mag nooit ter sprake kom nie, hoewel die persoonlike omstandighede van die oortreder 'n invloed kan hê wanneer daar bepaal word watter spesifieke dissiplinêre optrede in die omstandighede geskik sal wees.

3.7 VERSAGTENDE OMSTANDIGHEDE

Volgens wet moet daar twee afsonderlike ondersoeke wees. Die eerste moet handel oor wat gebeur het, oor die feite, en daar moet vasgestel word of daar wel 'n oortreding was. Die tweede ondersoek moet die individuele persone wat betrokke was, in ag neem, asook versagtende en verswarende omstandighede. Nie alle oortredings wat by die werk begaan word is ewe ernstig nie, en as daar geen aandag geskenk word aan die faktore wat moontlik die oortreding in 'n minder ernstige lig sal plaas nie, kan die dissiplinêre stappe wat gedoen word, onbillik wees.

Wanneer daar tydens die dissiplinêre proses vasgestel word watter versagtende omstandighede daar bestaan, word daar dikwels bestuurstekortkominge ontdek, byvoorbeeld onduidelike reëls, ontoereikende instruksies en toesighouding, swak of onvoldoende opleiding, ensovoorts.

Die aard en die ernstigheid van 'n oortreding moet dus altyd voor 'n beslissing ten volle ondersoek word, en die aspek van versagtende omstandighede moet in ag geneem word wanneer daar bepaal word watter stappe gedoen moet word.

3.8 WAARSKUWINGS

'n Informele waarskuwing is 'n mondelinge waarskuwing, en 'n formele waarskuwing is altyd 'n skriftelike waarskuwing.

3.9 REKORD VAN SKRIFTELIKE WAARSKUWINGS

Tensy die bestuur anders met 'n vakbond ooreengekom het, moet 'n werknemer se werkrekord en die vorige dissiplinêre stappe wat teen hom gedoen is, in ag geneem word wanneer daar bepaal word hoe ernstig die dissiplinêre optrede moet wees wat teen hom oorweeg word.

3.10 DISSIPLINÊRE VERHORE

3.10.1 *Onderzoek*

3.10.1.1 Daar moet nie voor 'n dissiplinêre verhoor 'n formele ondersoek wees nie. Daar moet egter navorsing en navrae gedoen word as voorbereiding vir die instel van dissiplinêre prosedures en 'n verhoor.

3.10.1.2 Dit sal dus nodig wees om van al die betrokke persone, behalwe die persoon teen wie die dissiplinêre optrede oorweeg word, al die feite te verkry wat van toepassing is op 'n voorval wat tot dissiplinêre optrede of afdanking kan lei.

3.10.1.3 Dit is noodsaaklik om vas te stel wat die presiese aard van die gedrag en die beweerde oortreding is.

3.10.1.4 Die volgende moet ten opsigte van enige oortreding vasgestel word:

3.10.1.4.1 Waar dit begaan is;

3.10.1.4.2 wanneer dit begaan is;

3.10.1.4.3 wie dit sien gebeur het;

3.10.1.4.4 of dit 'n eerste oortreding is;

3.5.3 ensure that all employees are aware of the existence of the disciplinary code and procedure and that they are familiar with it;

3.5.4 always ensure that a fair hearing is provided for in all cases of disciplinary action;

3.5.5 ensure a right of appeal; and

3.5.6 ensure that discipline is carried out by the appropriate manager, foreman or supervisor.

3.6 IMPOSING DISCIPLINE

It is the behaviour and the breach of discipline that is relevant. There is no room for favouritism although the personal circumstances of the offender will have a bearing on what particular disciplinary action is appropriate in the particular circumstances.

3.7 MITIGATING CIRCUMSTANCES

The law requires that there be two separate enquiries. The first dealing with what occurred, with the facts and whether or not there was a breach of discipline. The second enquiry should take into account the personal circumstances of the individual or individuals concerned and mitigating and aggravating circumstances. Not all offences committed in the workplace are of equal weight, and if the factors that mitigate or lessen the offence are not dealt with, the disciplinary action taken can be unfair.

The search for mitigating circumstances in dealing with workplace discipline may very often uncover shortcomings on the part of management such as unclear rules, improper instructions and supervision, poor or inadequate training, and so on.

Thus, in every case before a judgment, the nature and seriousness of the offence must be fully examined and the aspect of mitigating factors considered when determining the suitable action to take.

3.8 WARNINGS

An informal warning is a verbal warning, and a formal warning is always a written warning.

3.9 RECORD OF WRITTEN WARNINGS

Unless management has come to any other agreement with a union, an employee's work record and previous disciplinary actions taken against such employee should be taken into account in determining the severity of any contemplated disciplinary action to be taken against an employee.

3.10 DISCIPLINARY HEARINGS

3.10.1 *Enquiry*

3.10.1.1 An enquiry should not be held before conducting a disciplinary hearing. Investigation and enquiries should, however, be made as a preliminary step to instituting disciplinary procedures and convening a hearing.

3.10.1.2 Thus it will be necessary to obtain from all those concerned, other than the person who faces disciplinary action all facts relevant to an incident which could result in disciplinary action or dismissal.

3.10.1.3 Thus it is necessary to determine the exact nature of the conduct and the alleged disciplinary breach.

3.10.1.4 In relation to any breach of discipline it is necessary to establish—

3.10.1.4.1 where was it committed;

3.10.1.4.2 when was it committed;

3.10.1.4.3 who saw it taking place;

3.10.1.4.4 is this a first offence;

3.10.1.4.5 wat die werkgegewer se verklaarde beleid is ten opsigte van dissiplinêre optrede in so 'n situasie.

3.10.1.5 Daarna sal dié situasie geëvalueer moet word:

3.10.1.5.1 Is daar positiewe bewyse of bloot menings?

3.10.1.5.2 Regverdig die feite van die saak dissiplinêre optrede?

3.10.1.5.3 Is die saak sterk genoeg om noukeurige ondersoek te weerstaan?

3.10.2 *Teenwoordigheid van werknemer by ondersoek*

Dit kan gebeur dat 'n werknemer om redes buite sy beheer nie 'n ondersoek kan bywoon nie. Hy is byvoorbeeld moontlik in die hospitaal opgeneem, in die gevangenis, ens.

Laat getuies die feite bevestig en finaliseer 'n datum en tyd vir 'n formele verhoor oor die beweerde oortreding.

3.10.3 *Toereikende kennis aan werknemer*

Die werknemer moet toereikende kennis gegee word dat 'n verhoor op 'n bepaalde datum, tyd en plek gehou sal word (lank genoeg om hom in staat te stel om vir die dissiplinêre verhoor voor te berei—'n paar dae is gewoonlik genoeg). In sodanige kennisgewing moet die werknemer meegedeel word wat die presiese aard is van die gedrag wat aan hom toegeskryf word, en die aard en omvang van die oortreding wat hy na bewering begaan het. Die mededeling kan ook betyds persoonlik aan hom oorgedra word. As die werknemer ongeletterd is en nie kan lees nie, moet die inhoud van die kennisgewing aan hom voorgelees word en vertaal word deur 'n betroubare tolk, wat terselfdertyd ook as getuie mag dien.

3.10. *Weiering van werknemer om verhoor by te woon*

Alles moontlik moet gedoen word om die werknemer aan te moedig om die verhoor by te woon, en afhangende van die omstandighede mag dit raadsaam wees om aan te bied om die verhoor uit te stel. Waar moontlik, moet skriftelike bewys verkry word van weiering om die verhoor by te woon, en daar moet met enige verteenwoordigende vakvereniging geskakel word oor sodanige weiering.

As 'n laaste uitweg kan 'n verhoor gehou word en kan daar tot 'n bevinding gekom word in die afwesigheid van die werknemer.

3.10.5 *Tolk*

As dit nodig is, sal 'n tolk minstens verseker dat almal verstaan wat gesê word, en dat 'n werknemer hom in sy moedertaal kan uitdruk.

3.10.6 *Teenwoordigheid van vakverenigingamptenare*

Tensy daar anders ooreengekom is, rus daar geen verpligting op die bestuur om 'n vakverenigingbeampte toe te laat om 'n dissiplinêre verhoor by te woon nie. Billike procedure verg dat 'n werknemer die reg het om verteenwoordig te word deur 'n medewerknemer, wat 'n vakverenigingverteenvoorder vir die werkplaas of terrein mag wees.

In buitengewone gevalle, waar die moontlike afdanking van 'n vakverenigingverteenvoorder byvoorbeeld ter sprake kom, mag dit raadsaam wees om verteenwoordiging deur 'n vakbondbeampte toe te laat, as 'n buitengewone *ad hoc*-maatreël. In gevalle van dié aard moet deskundige advies van 'n arbeidsprokureur verkry word.

3.10.7 *Billike verhoor*

3.10.7.1 Toereikende voorafkennisgewing van die tyd, plek en lokaal van die voorgename verhoor om die werknemer tyd te gee om hom daarop voor te berei.

3.10.1.4.5 what the employer's stated policy in terms of disciplinary action is in such a situation.

3.10.1.5 Thereafter it will be necessary to evaluate the situation:

3.10.1.5.1 Do you have positive proof or mere opinions?

3.10.1.5.2 Do the facts of the matter warrant disciplinary action?

3.10.1.5.3 Is the case strong enough to stand up to scrutiny?

3.10.2 *Presence of employee at enquiry*

It can happen that an employee cannot attend an enquiry for reasons beyond the employee's control. The person could have been hospitalised, imprisoned, etc.

Have the facts verified by witnesses and proceed with finalising a date and time for a formal hearing concerning the alleged offence.

3.10.3 *Adequate notice to employee*

It is necessary to afford an employee adequate notice (sufficient to enable him to prepare for the disciplinary enquiry—usually a few days will suffice)—that a hearing will be held at a particular time on a particular date at a particular venue. The employee should in such notice, or timeously separately, be advised of the precise nature of conduct which is alleged against him and the nature and extent of the breach of discipline. If the employee is illiterate and cannot read, the contents of the notice should be read out to such employee, interpreted by a reliable interpreter, who at the same time will also serve as a witness.

3.10. *Refusal by employee to attend hearing*

Every effort should be made to encourage the employee to attend the hearing and depending on circumstances it may be appropriate to offer a postponement of the hearing. Where possible, written proof of refusal to attend a hearing should be obtained and there should be communication with any representative trade union in relation to such refusal.

As a last resort the hearing can take place in the absence of the employee and a finding can be made.

3.10.5 *Interpreter*

If so required, an interpreter will at least ensure that everyone understands what is said, and that an employee can express himself in his mother tongue.

3.10.6 *Presence of union officials*

Unless agreed to the contrary there is no obligation on management to allow a trade union official to be present at the time of a disciplinary hearing. Fair procedure requires that an employee has the right to be represented by a fellow employee who may be a shop/site steward.

In exceptional cases involving, for instance, the dismissal of a shop/site steward it may be appropriate to allow representation on an exceptional *ad hoc* basis by a union official. In such instances expert legal advice should be obtained from a labour lawyer.

3.10.7 *Fair hearing*

3.10.7.1 Adequate notification of the time, place and venue of the proposed hearing in order to enable an employee to prepare.

3.10.7.2 Toereikende voorafkennisgewing van die gedrag waaraan die betrokke werknemer na bewering skuldig is en wat 'n oortreding uitmaak, saam met 'n beskrywing van die aard van die betrokke oortreding, om die werknemer in staat te stel om hom voor te berei.

3.10.7.3 'n Geleentheid vir die werknemer om sy eie weer-gawe van die betrokke gebeurtenisse te gee.

3.10.7.4 Die werknemer het die reg om deur 'n medewerk-nemer van sy keuse verteenwoordig te word.

3.10.7.5 Die werknemer het die reg om teenwoordig te wees en om die verrigtinge te verstaan. 'n Tolk mag dus moontlik nodig wees.

3.10.7.6 'n Onpartydige voorsittende beampte. Die voor-sitter by die verhoor moet op geen manier regstreeks by die saak betrokke wees nie. Hy moet senior genoeg wees om 'n billike uitspraak te kan gee sonder die moontlikheid van begunstiging of vooroordeel. Aan die ander kant moet die voorsitter ook iemand wees op 'n vlak in die bestuurshierar-gie wat laag genoeg is sodat 'n appél gerig kan word aan 'n bestuursverteenvoorder op 'n hoër vlak.

3.10.7.7 Die werknemer is daarop geregtig om al die getuienis teen hom aan te hoor, om vrae te stel aan die mense wat die getuienis voorlé, om getuienis te roep, en om self getuienis te lewer.

3.10.7.8 Die beslissing. Die voorsitter moet eers 'n besluit neem oor die kwessie van skuld. As skuld bo alle twyfel bewys kan word, moet hy 'n besluit neem oor die dissiplinêre optrede wat ingevolge die maatskappy se dissiplinêre kode vereis word, met inagneming van die werknemer se persoon- like omstandighede en enige versagende omstandighede.

3.10.7.9 Redes vir die beslissing. Die werknemer moet meegedeel word wat die redes vir die besluit is.

3.10.7.10 Reg tot appél. Die werknemer het die reg om te appelleer teen die beslissing en sodanige appél moet toe- gestaan word. Dit is in die bestuur se belang om enige vorige prosedurele onbillikheid tydens die appélverhoor reg te stel. Indien 'n besondere getuie byvoorbeeld nie in 'n vroeë sta- dium geroep is nie, moet hierdie getuie geroep en kruison- dervra word, selfs tydens die appélverhoor.

3.11 OPSOMMING VAN PROSEDUREBILLIKHEID: RIG- LYNE VIR DISSIPLINÊRE VERHOOR

3.11.1 DEEL EEN: Om vas te stel of 'n werknemer skuldig is aan 'n oortreding:

3.11.1.1 *Werknemer se voorverhoorregte:*

- (i) Daar moet 'n verhoor wees.
- (ii) Die werknemer moet teenwoordig wees.
- (iii) Die voorsitter moet onpartydig wees.
- (iv) Moenie die saak in enige opsig vooruit beoordeel nie.

(v) Reël vir 'n spoedige verhoor (dit is spoedig na die beweerde oortreding).

(vi) Gee die werknemer toereikende kennis van die verhoor (24 uur word voorgestel).

(vii) Stel die werknemer in hierdie stadium in kennis van sy reg om verteenwoordig te word en dat hy getuies mag roep.

3.11.1.2 *By die verhoor:*

(i) Stel alle teenwoordiges voor en verseker dat die verrigtinge ten volle deur die werknemer verstaan word.

(ii) Stel die werknemer in kennis van die beweerde oortreding met relevante besonderhede.

(iii) Hanteer alleenlik die feite van die situasie.

(iv) Gee die werknemer 'n geleentheid om sy saak te stel.

3.10.7.2 Adequate notification of the conduct alleged on behalf of the employee in question to have constituted a breach of discipline together with a description of the nature of the alleged breach of discipline in order to enable an employee to prepare.

3.10.7.3 An opportunity for an employee to give his ver- sion of the events in question.

3.10.7.4 The right to be represented by a person of such person's own choice from the work place.

3.10.7.5 The employee has the right to be present and to understand the proceedings (interpreter).

3.10.7.6 Impartial presiding officer. The person presiding over the hearing should have no direct involvement in the matter. He should be sufficiently senior to make a fair judge- ment without fear of favour or bias. The presiding officer should be someone of a low enough level in the manage- ment's hierarchy for an appeal to a management representa- tive at a higher level, to be possible.

3.10.7.7 The employee is entitled to hear all the evidence against him, to question people presenting the evidence, to call witnesses, and to present evidence on his own behalf.

3.10.7.8 The decision. The presiding officer should decide on the question of guilt first. If guilt is established beyond any doubt, he must make the decision on the disciplinary action required in terms of the company's disciplinary code, taking into account the personal circumstances of the employee and any mitigating factors.

3.10.7.9 Reason for the decision. The employee must be given the reasons for the decision.

3.10.7.10 Right to appeal. The employee has the right to appeal against the decision and such appeal must be granted. It is in management's interest to remedy any prior procedural unfairness at the appeal stage. Thus, if a particu- lar witness was not called at an earlier stage, such witness should be called and cross-examined even at the appeal stage.

3.11 SUMMARY OF PROCEDURAL FAIRNESS: DISCIPLI- NARY ENQUIRY GUIDELINES

3.11.1 PART ONE: To determine if an employee is guilty of a charge:

3.11.1.1 *Employee's pre-enquiry rights:*

- (i) There must be a hearing.
- (ii) The employee must be present.
- (iii) The chairman must be impartial.
- (iv) Do not prejudge the case in any way.

(v) Arrange for a prompt hearing (i.e. soon after the alleged offence).

(vi) Give the employee adequate notice of the hearing (suggest 24 hours).

(vii) Inform the employee at that point of his right to be represented and to bring witnesses.

3.11.1.2 *At the enquiry:*

(i) Introduce everybody and ensure the proceedings are fully understood by the employee.

(ii) Advise the employee of the alleged offence with relevant particulars.

(iii) Deal with the facts of the situation only.

(iv) Allow the employee the opportunity to state his case.

(v) Gee die werknemer 'n geleentheid om getuies te roep en te ondervra.

(vi) Sluit die verhoor af om 'n besluit te neem (dit wil sê om die getuienis wat gelewer is te oorweeg).

3.11.2 DEEL TWEE: Om te besluit op 'n toepaslike straf:

3.11.2.1 Heropen die verhoor en stel die werknemer in kennis van die bevinding. Indien skuldig, verskaf redes.

3.11.2.2 Eers in hierdie stadium (dit wil sê na die bevinding, maar voor die straf) moet die werknemer se diensrekord en vorige dissiplinêre rekord oorweeg word.

3.11.2.3 Wees konsekwent.

3.11.2.4 Stel die werknemer in kennis van die straf opgelê.

3.11.2.5 Stel die werknemer in kennis van sy reg om te appelleer.

3.11.2.6 Hou 'n behoorlike rekord van die verhoor en vra almal teenwoordig om dit daarna te onderteken.

(v) Allow the employee the opportunity to call and question witnesses.

(vi) Close the enquiry pending a decision (i.e. consider all the evidence).

3.11.2 PART TWO: To decide on the appropriate penalty:

3.11.2.1 Re-open the enquiry and inform the employee of the findings. If guilty, give reasons.

3.11.2.2 Only at this point (i.e. after the finding but before the sanction) consider the employee's service record and his previous disciplinary record.

3.11.2.3 Be consistent.

3.11.2.4 Advise of the penalty imposed.

3.11.2.5 Inform the employee of his right to appeal.

3.11.2.6 Keep a proper record of the enquiry and ask all those present to sign it afterwards.

No. R. 2156 12 November 1993

WET OP ARBEIDSVERHOUDINGE, 1956

HAARKAPPERSBEDRYF, SUID- EN WES-TRANSVAAL: VERLENGING VAN HOOFOOREENKOMS

Ek, Dennis van der Walt, Direkteur: Arbeidsverhoudinge, behoorlik daartoe gemagtig deur die Minister van Mannekrag, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Arbeidsverhoudinge, 1956, die tydperke vasgestel in Goewermmentskennissgewings Nos. R. 2511 van 13 November 1987, R. 2013 van 30 September 1988, R. 2046 van 7 Oktober 1988, R. 1878 van 10 Augustus 1990, R. 2046 van 23 Augustus 1991 en R. 2588 van 1 November 1991, met 'n verdere tydperk wat op 31 Desember 1996 eindig.

D. VAN DER WALT,

Direkteur: Arbeidsverhoudinge.

No. R. 2156 12 November 1993

LABOUR RELATIONS ACT, 1956

HAIRDRESSING TRADE, SOUTHERN AND WESTERN TRANSVAAL: EXTENSION 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) (i) of the Labour Relations Act, 1956, extend the periods fixed in Government Notices Nos. R. 2511 of 13 November 1987, R. 2013 of 30 September 1988, R. 2046 of 7 October 1988, R. 1878 of 10 August 1990, R. 2046 of 23 August 1991 and R. 2588 of 1 November 1991, by a further period ending 31 December 1996.

D. VAN DER WALT,

Director: Labour Relations.

DEPARTEMENT VAN OPENBARE WERKE

No. R. 2133 12 November 1993

WET OP BOUREKENAARS, 1970 (WET No. 36 van 1970)

KENNISGEWING KRAGTENS ARTIKEL 7 (3) (b): PROFESIONELE GELDETARIEF

GELDETARIEF TEN OPSIGTE VAN DIENSTE GELEWER DEUR 'N BOUREKENAAR IN PRIVATE PROFESIONELE RAADGEWENDE PRAKTYK

Ek, Hyme Louis Shill, Minister van Nasionale Behuising en van Openbare Werke, maak hierby bekend dat ek, na oorweging van 'n ter sake dienende aanbeveling deur die Suid-Afrikaanse Raad vir Bourekenaars gedoen, kragtens artikel 7 (3) (b) van die Wet op Bourekenaars, 1970 (Wet No. 36 van 1970), die voorsiening in die Bylae hiervan gemaak het.

Goewermmentskennissgewing No. R. 2285 van 11 November 1988, soos gewysig deur Goewermmentskennissgewing Nos. R. 2121 van 7 September 1990, R. 2330 van 5 Oktober 1990 en R. 1518 van 5 Junie 1992, word hiermee ingetrek.

DEPARTMENT OF PUBLIC WORKS

No. R. 2133 12 November 1993

QUANTITY SURVEYORS' ACT, 1970 (ACT No. 36 OF 1970)

NOTICE UNDER SECTION 7 (3) (b): TARIFF OF PROFESSIONAL FEES

TARIFF OF FEES IN RESPECT OF SERVICES RENDERED BY A QUANTITY SURVEYOR IN PRIVATE PROFESSIONAL CONSULTING PRACTICE

I, Hyme Louis Shill, Minister of National Housing and of Public Works, hereby make known that, after consideration of a relevant recommendation made by the South African Council for Quantity Surveyors, I have, under section 7 (3) (b) of the Quantity Surveyor's Act, 1970 (Act No. 36 of 1970), made the provisions in the Schedule hereto.

Government Notice No. R. 2285 of 11 November 1988, as amended by Government Notices Nos. R. 2121 of 7 September 1990, R. 2330 of 5 October 1990 and R. 1518 of 5 June 1992, is hereby withdrawn.

BYLAE

AANBEVOLE PROFESSIONELE GELDETARIEF TEN OPSIGTE VAN DIENSTE WAT DEUR 'N BOU-REKENAAR IN PRIVATE PROFESSIONELE RAADGEWENDE PRAKTYK GELEWER WORD

1. Omskrywings en vertolking

Waar die woorde en uitdrukkings in swaardruk in die teks van hierdie Professionele Geldetarief verskyn, dra hulle die betekenis wat in klousule 1 daaraan toegewys is en waar sodanige woorde en uitdrukkings nie in swaardruk verskyn nie, dra hulle die betekenis wat uit die samehang blyk.

1.1 **Verbouingswerk** beteken werk gedokumenteerd ooreenkomstig die bepalings van "Verbouings" in die jongste uitgawe van die Standaardstelsel vir die Opname van Bouwerk gepubliseer deur die Vereniging van Suid-Afrikaanse Bourekenaars en sluit **opknappingswerk** en **nuwe werk aan bestaande strukture** uit.

1.2 **Toepaslike persentasie** beteken die toepaslike persentasie in klousule 2.2 uiteengesit.

1.3 **Basiese gelde** beteken die som van die gelde in kolom 2 en 3 van klousule 2.1 uiteengesit en word ooreenkomstig klousule 2 bereken.

1.4 **Bouwerk** beteken werk gedokumenteerd ooreenkomstig die jongste uitgawe van die Standaardstelsel vir die Opname van Bouwerk gepubliseer deur die Vereniging van Suid-Afrikaanse Bourekenaars.

1.5 **Siviele ingenieurswerk** beteken werk gedokumenteerd ooreenkomstig die meetmetode soos vervat in die SABS 1200 Standaardspesifikasie vir siviele ingenieurskonstruksiewerk gepubliseer deur die Suid-Afrikaanse Buro vir Standaarde en word in die volgende kategorieë ingedeel:

Kategorie I: Kaaie, hawe hoofde, damme, skagte, tonnels, lughawe-aanloopbane en -laai-blaaie, paaie, treinspoorlyne, sportterreine, grondwerk en baggerwerk.

Kategorie II: Kaaimure op fondamentpale, hanghawe hoofde en -kaaie, brûe en brugaansluitings, duikers, koeltorings en ander torings, reservoirs, caissons, kanale, waterleidings, riole, pyplyne, elektriese hoofleidings, opgaartenks en behandelingstenks, strukturele staalwerk, graansuiers, silo's en strukture vir die huisvesting van of voetstukke vir swaar nywerheids- en openbare nutswerktuig, masjinerie en toerusting soos, onder andere, bakoonde en walsmeule vir staalwerke, ketelhuse, reaktor- en turbinevoetstukke en turbinesale vir elektriese krag-stasies, onttrekkings- en prosesaanlegte.

1.6 **Siviele ingenieurswerk inbegrepe by en ondergeskik aan bouwerk** word tot die volgende beperk:

1.6.1 Hoofnetwerke (stormwater, riool en water) buite die bepaalde gebied van die bouterrein.

1.6.2 Reservoirs.

1.6.3 Paaie.

1.6.4 Watertorings.

1.7 **Kontrakwaarde** beteken, vir doeleindes van klousule 2, die **finale waarde van die kontrak**, uitsluitende gebeurlikhede en enige bedrag vir aanpassing ingevolge enige toepaslike kontrakprysaanpassingsbepalings: Met dien verstande dat 'n redelike beraming van die **finale waarde van die kontrak** gebruik word waar geen kontrakwaarde beskikbaar is nie, asook vir doeleindes van die berekening van tussentydse betaling van gelde.

Indien die **kontrakwaarde** of enige gedeelte daarvan op 'n vastepryskontrakgrondslag is, d.w.s. met geen kontrakprysaanpassingsbepalings nie, moet sodanige kontrakwaarde of gedeelte daarvan vir doeleindes van berekening van die **gelde vir Diens A en Diens B** met 95% vermenigvuldig word.

1.8 **Kostenorme** beteken kostenorme deur die Tesouriekomitee vir Bounorme en Kosteperke voorgeskryf en, vir doeleindes van klousule 2.3, word geïmpliseer dat die bourekenaar vanaf aanvanklike behoeftebepaling en tydens die onderskeie stadia soos in klousule 1.28 tot 1.31 omskryf (beraming- en koste-adviesstadia, dokumentasiestadial, kontrakadministrasiestadial en finale rekeningstadial) betrokke is by en verslag doen aangaande die berekening van ruimte- en kosteperke vanaf gegewe akkommodasielyste, opstelling van 'n elementale kosteplan, monitering en aanpassing soos nodig van die projek daarteenoor om dit binne die voorgeskrewe perke te hou en by voltooiing van die projek rekonsiliasiestate ter bevestiging van voldoening aan die voorgeskrewe ruimte- en kosteperke voorlê.

- 1.9 **Verhaalbare uitgawes** beteken die koste van aankoop, tik, dupliseer, druk- en bindwerk van dokumente en tekeninge buiten korrespondensie, waardasie vir betalingsertifikate en kosteverslae.

Indien met die kliënt ooreengekom, sluit verhaalbare uitgawes ook enige ander kostes soos die koste van regsgelde en gelde vir ander deskundiges, koerierdienste, faksimileeversendings en internasionale kommunikasies in.

- 1.10 **Elektriese ingenieurswerk** beteken elektriese installasies en instrumentasie buiten **elektriese installasies inbegrepe by en ondergeskik aan bouwerk**.

- 1.11 **Elektriese installasies inbegrepe by en ondergeskik aan bouwerk** is soos in klousule 1.20 omskryf.

- 1.12 **Gangbaarheidstudies** beteken gangbaarheidstudies en ander voorontwerpstudies waarby tegniese en/of ekonomiese ondersoeke en waardering van 'n projek betrokke is ten einde die kliënt in staat te stel om 'n besluit te neem om voort te gaan al dan nie en, indien wel, hoe om voort te gaan.

- 1.13 **Gelde** beteken die vergoeding ten opsigte van dienste wat deur 'n bourekenaar in private professionele raadgewende praktyk gelewer word, ooreenkomstig klousule 2 bereken. Die **gelde** sluit Belasting op Toegevoegde Waarde uit.

- 1.14 **Finale waarde van die kontrak** beteken die finale waarde van die kontrak waarby klousules 1.14.1 tot 1.14.4 *ingesluit* word:

1.14.1 Die waarde van alle arbeid en materiaal, ongeag of dit gratis verskaf is al dan nie: Met dien verstande dat, waar materiaal gratis verskaf word en die waarde van sodanige materiaal onbekend is of nie openbaar gemaak word nie, sodanige waarde teen marktariewe heersend op datum van tender beraam moet word.

1.14.2 Die waarde van alle spesialistedienste en -installasies wat 'n integrale deel van die kontrak uitmaak, insluitende dienste wat deur kosprysbedrae of voorlopige bedrae gedek word.

1.14.3 Enige aanpassingsbedrag ingevolge enige toepaslike kontrakprysaanpassingsbepaling.

1.14.4 Behoudens klousule 1.14.5, belasting en aksyns en waarvan klousules 1.14.5 tot 1.14.7 *uitgesluit* word.

1.14.5 Belasting op Toegevoegde Waarde.

1.14.6 Die waarde van werk, gewoonlik buite die omvang van die werk deur die aannemer uitgevoer en van die kontrak uitgesluit, ten opsigte waarvan daar nie van die bourekenaar vereis word om 'n diens te verrig nie.

1.14.7 Die finale waarde van enige **meganiese en elektriese installasies inbegrepe by en ondergeskik aan bouwerk** en van enige **siviele ingenieurswerk inbegrepe by en ondergeskik aan bouwerk** ten opsigte waarvan daar nie van die bourekenaar vereis word om enige diens te verrig buiten die insluiting, in die betrokke dokumentasie, van inligting deur andere verskaf nie, welke finale waarde ook enige bedrae voortspruitend uit kontrakprysaanpassingsbepalings moet insluit, maar enige bedrae vir wins en bystand aan die hoofaannemer en enige toedeling van die waarde van voorbereidsels moet uitsluit.

- 1.15 **Bruto jaarlikse vergoeding** beteken, vir doeleindes, van klousules 2.8.2:

1.15.1 Basiese salaris en gewaarborgde jaarlikse bonus.

1.15.2 Byvoordele nie in basiese salaris ingesluit nie.

1.15.3 Inkomstevoordeel vir die privaatgebruik van 'n motorvoertuig soos van tyd tot tyd deur die Ontvanger van Inkomste vir inkomstebelastingsdoeleindes vasgestel.

1.15.4 Werkgewer se bydrae tot pensioen-/voorsieningsfonds.

1.15.5 Werkgewer se bydrae tot mediese hulpfonds.

1.15.6 Groeplewensversekeringspremies.

1.15.7 Werkloosheidsloosstellingsfonds- en Werkloosheidsversekeringsfondsbysdraes, Streeksdiensteraadshreffings en enige ander statutêre bydraes of heffings.

1.15.8 Alle ander kostes en voordele volgens die aanstellingsvoorwaardes, maar uitsluitende enige deel in wins.

- 1.16 **Geïndustrialiseerde bouwerk** beteken werk sodanig ontwerp om deur middel van geïndustrialiseerde of onkonvensionele boustelselmetodes uitgevoer te word en gedokumenteer ooreenkomstig die jongste uitgawe van die Handleiding vir die Opstel van Tenderdokumente gebaseer op Prestasie-grondslag gepubliseer deur die Vereniging van Suid-Afrikaanse Bourekenaars.
- 1.17 **Lokalisitiesverwysende hoeveelheidslyste** beteken hoeveelheidslyste wat deur die kliënt vereis word om in blokke, elemente, funksies of ander lokaliteite ingedeel te wees.
- 1.18 **Gemete werk** beteken, vir doeleindes van klousule 2.6.1, werk gemeet vir insluiting in hoeveelheidslyste of 'n finale rekening en sluit die volgende uit:
- 1.18.1 Werk oorspronklik voorlopig gemeet.
 - 1.18.2 Verstellings waarin die vervanging van materiaal sonder bykomende meetwerk betrokke is.
 - 1.18.3 Enige toepaslike kontrakprysaanpassings.
 - 1.18.4 Voorbereidselslys of enige verstelling daarvan.
 - 1.18.5 Gebeurlikhede.
- 1.19 **Meganiese ingenieurswerk** beteken meganiese installasies buiten **meganiese installasies inbegrepe by en ondergeskik aan bouwerk**.
- 1.20 **Meganiese en elektriese installasies inbegrepe by en ondergeskik aan bouwerk** word tot die volgende beperk:
- 1.20.1 Elektriese en elektroniese installasies.
 - 1.20.2 Gas- en druklugstelsels.
 - 1.20.3 Hysbakke, hysertoestelle en roltrappe.
 - 1.20.4 Lugversorging en meganiese ventilasie.
 - 1.20.5 Pomptoerusting.
 - 1.20.6 Spesialisbrandopsporings- en brandvoorkomingsinstallasies, insluitende sprinkelblusinstallasies.
 - 1.20.7 Stoominstallasies.
 - 1.20.8 Stoomketeltoerusting.
 - 1.20.9 Verbrander- en saamperseenhede.
 - 1.20.10 Verkoelingsinstallasies.
 - 1.20.11 Vervoerstelsels.
 - 1.20.12 Wasserytoerusting.
 - 1.20.13 X-straal- en sterilisasietoerusting.
- 1.21 **Veelvuldige verkrygingskontrak** beteken **bouwerk** waar die kliënt van die bourekenaar vereis om aparte dokumentasie te lewer vir werk wat onder onderkontrakte uitgevoer word en waar die waarde van sodanige werk 50 persent van die **finale waarde van die werk** oorskry.
- 1.22 **Nuwe werk aan bestaande strukture** beteken werk aan bestaande strukture buiten **verbouingswerk, opknappingswerk** en aanbouings.
- 1.23 **Hoofagent** beteken 'n bourekenaar wat as hoofagent namens sy kliënt optree.
- Die normale dienste van 'n **hoofagent** behels die volgende:
- 1.23.1 Reël vir die ondertekening van die kontrak.
 - 1.23.2 Sien toe dat die kontrakdokumente en konstruksiewaarborg in veilige bewaring gehou word.
 - 1.23.3 Tree op as alleenagent met magtiging om argiteksopdragte uit te reik.
 - 1.23.4 Tree op as alleenagent op wie kennisgewings ingevolge die kontrak gedien kan word.
 - 1.23.5 Stel vas of die party verantwoordelik vir die uitneem van versekering dit bewerkstellig het.
 - 1.23.6 Reël vir die uitwys van terreinpenne, grensbakens en hoogtemerke aan die aan nemer.

- 1.23.7 Benoem onderaannemers vir indiensneming as benoemde onderaannemers.
- 1.23.8 Selekteer onderaannemers in samewerking met die aannemer vir indiensneming as geselekteerde onderaannemers.
- 1.23.9 Keur verlenging van konstruksietydperk toe of af en sertifiseer die tydperke waarop boetes van toepassing is.
- 1.23.10 Reik maandelikse tussentydse betalingsertifikate, finale betalingsertifikate en sertifikate vir praktiese en finale voltooiing uit.
- 1.23.11 Besluit oor betaling van materiaal op die terrein of weg van die terrein geberg.
- 1.23.12 Reik opgawes, wat die samestelling toon van die bedrag wat in betalingsertifikate ingesluit is, aan die aannemer en onderaannemers uit.
- 1.23.13 Reik 'n rekonsiliasie-opgawe uit.
- 1.23.14 Stel die aannemer en waarborggewer in kennis indien die gelde uit die konstruksie-waARBORG verhaal moet word.
- 1.23.15 Besleg verskille.
- 1.24 **Prosesingenieurswerk** beteken prosespylwerk, vloeibeheerstelsels en toerusting verwant aan prosesaanlegte.
- 1.25 **Projekbestuurder** beteken 'n bourekenaar wat deur 'n kliënt in diens geneem is as 'n agent om die algehele proses benodig vir die verkryging van die ontwerp en die konstruksie van 'n projek te beheer vanaf ontvangs van die opdrag deur na die inbedryfstelling en okkupasie op sodanige wyse dat die kliënt se vereistes ten opsigte van estetika, gehalte, koste, tyd, ens. bevredig is.
 Die normale dienste van 'n **projekbestuurder** sluit onder andere die volgende in:
 - 1.25.1 Ontvang opdrag in hooftrekke van die kliënt en bepaal kliënt se benodigdhede.
 - 1.25.2 Adviseer die kliënt aangaande die noodsaaklikheid vir konsultante en maak aanbevelings.
 - 1.25.3 Onderhandel en kom ooreen oor indiensnemingsvoorwaardes met sodanige verkose konsultante.
 - 1.25.4 Ontvang finale opdrag van die kliënt en ontleed kliënt se benodigdhede in besonderheid.
 - 1.25.5 Sien toe dat statutêre toestemmings verkry word.
 - 1.25.6 Stel programme vir alle voorkontrak- en na-kontrakaktiwiteite op, monitor vordering en pas die program aan soos nodig.
 - 1.25.7 Bepaal die aard van vergaderings, bywoning, voorsitterskap en reik sakelys en notules uit.
 - 1.25.8 Win namens die kliënt advies in aangaande die verskillende versekeringsvereistes en/of waarborge en sien toe dat diegene van wie vereis word om sodanige versekering te bewerkstellig, dit wel doen.
 - 1.25.9 Oorweeg die tipe kontrak en die metode van aannemerseleksie in oorleg met die verkose konsultante.
 - 1.25.10 Reël vir kortlyste van tenderaars, die oopmaak van tenders en kredietkontrolering, koördineer tenderverslae en maak aanbevelings aan die kliënt.
 - 1.25.11 Stel 'n raamwerk daar vir monitoring van vordering en vir handhawing van finansiële beheer en doen gereeld aan die kliënt verslag.
 - 1.25.12 Koördineer inspeksies en oorhandigings, sien toe dat die inbedryfstelling van die gebou en dienste behoorlik onderneem word en verkry toetssertifikate, soos gebouetekeninge, onderhoudshandleidings en waarborge.
- 1.26 **Opknappingswerk** beteken werk in verband met die opknapping van bestaande geboue soos skoonmaak-, skilder- en muurplakwerk en sluit verwante kleiner herstelwerk in maar sluit **verbouingswerk** uit.
- 1.27 **Herhaling** beteken die herhaling van 'n individuele afsonderlike gebou of struktuur binne 'n kontrak of van 'n vorige kontrak en is van toepassing wanneer die totale hoeveelhede in alle ambagte of die totale koste van die prototipe geredelik in die verkrygingsdokumentasie met die getal individuele afsonderlike geboue of strukture vermenigvuldig kan word, die bedoeling synde dat geringe verskille en werk voorlopig gemaak in die finale rekening verstel sal word.

Vir doeleindes van hierdie klousule, word individuele afsonderlike geboue of strukture selfs al is hulle nie losstaande nie, maar wat op 'n gemeenskaplike podium of aparte substruktuur mag voorkom, as **herhaling** beshou.

- 1.28 **Diens A** (beraming- en koste-adviesstadium) beteken voorbereiding van kosteberamings en verskaffing van sodanige ander koste-advies soos wat voor die aanvang van **Diens B** nodig mag wees.
- 1.29 **Diens B** (dokumentasiestadium) beteken opstel van dokumente vir die verkryging van kontrakte (kyk ook klousule 4.1).
- 1.30 **Diens C** (kontrakadministrasiestadium) beteken finansiële beheer en opstel van waardasies vir die uitreik van betalingsertifikate en sluit in die opstel van dokumente vir die verkryging van onderkontrakte wat as voorlopige bedrae in die hoeveelheidslyste uitgedruk word.
- 1.31 **Diens D** (finale rekeningstadium) beteken opstel en afsluit van finale rekening.
- 1.32 **Klein of eenvoudig bouwerk** beteken werk gedokumenteer ooreenkomstig die jongste uitgawe van die Standaardstelsel vir die Opname van Klein of Eenvoudige Geboue gepubliseer deur die Vereniging van Suid-Afrikaanse Bourekenaars.
- 1.33 **Huurdersvereistes** beteken die evaluering van huurdersvereistes wat aparte verrekeninge vir elke huurder behels.

2. Gelde

Alle gelde hierin uiteengesit sluit Belasting op Toegevoegde Waarde uit.

Die **gelde** is, tensy andersins vermeld, die **basiese gelde** vermenigvuldig met die **toepaslike persentasie** en word toegedeel soos in die toedeling van gelde aan dienste uiteengesit: Met dien verstande dat—

- ◇ die **basiese gelde** ten opsigte van **Diens A** en **Diens B** op die **kontrakwaarde** soos in klousule 1.7 gedefinieer, bereken word en ten opsigte van **Diens C** en **Diens D** op die **finale waarde van die kontrak** bereken word;
- ◇ waar 'n enkele **bouwerkkontrak** kategorieë van werk behels wat deur meer as een **toepaslike persentasie** gedek word, die **basiese gelde** van elk van sodanige kategorieë van werk toege-deel word alvorens die onderskeie toedelings met die voorgeskrewe **toepaslike persentasie** vermenigvuldig word;
- ◇ waar 'n kontrak vir werk, buiten 'n **bouwerkkontrak**, meer as een kategorie van bouwerk of ingenieurswerk behels, die **basiese gelde** apart vir elke kategorie van werk bereken word alvorens dit met die voorgeskrewe **toepaslike persentasie** vermenigvuldig word;
- ◇ waar, ten opsigte van **herhaling**, kleinere verskille en werk voorlopig gemeet afsonderlik in die finale rekening verstel word, sodanige gedeeltes, maar nie die res nie, ten opsigte van **Diens C** en **Diens D** as nie-herhalingswerk beskou word.

Elke toedeling of kategorie moet die proporsionele waarde van voorbereidsels en, waar van toepassing, die proporsionele bedrag van aanpassing ingevolge enige toepaslike kontrakprysaanpassings-bepaling insluit, behalwe waar die werklike waarde van voorbereidsels of bedrag van kontrakprysaanpassing vir elke toedeling of kategorie geredelik bepaal kan word.

2.1 Basiese gelde

Die **basiese gelde** is soos volg:

Waardekategorie	Basiese gelde			
	Primêre vordering	Marginale koers		
1	2	3		
Tot R250 000	R 1 380	5,50% op die balans bo	R0	
R250 000 — R500 000	15 130	5,25% op die balans bo	R250 000	
R500 000 — R1 000 000	28 255	5,00% op die balans bo	R500 000	
R1 000 000 — R2 000 000	53 255	4,75% op die balans bo	R1 000 000	
R2 000 000 — R4 000 000	100 755	4,50% op die balans bo	R2 000 000	
R4 000 000 — R8 000 000	190 755	4,00% op die balans bo	R4 000 000	
R8 000 000 — R16 000 000	350 755	3,60% op die balans bo	R8 000 000	
R16 000 000 — R32 000 000	638 755	3,36% op die balans bo	R16 000 000	
R32 000 000 — R64 000 000	1 176 355	3,32% op die balans bo	R32 000 000	
R64 000 000 — R128 000 000	2 238 755	2,79% op die balans bo	R64 000 000	
R128 000 000 — R256 000 000	4 024 355	2,58% op die balans bo	R128 000 000	
R256 000 000 — en meer	7 326 755	2,56% op die balans bo	R256 000 000	

2.2 Toepaslike persentasie

Die toepaslike persentasie is soos volg:

Kategorie	Toepaslike persentasie		
	Kontrakte met hoeveelheidslyste, voorlopige hoeveelheidslyste of skedules van tariewe	Kontrakte sonder hoeveelheidslyste	Kostepius kontrakte
1	2	3	4
Bouwerk	100	65	70
Elektriese ingenieurswerk	70	45	55
Geïndustrialiseerde bouwerk	70	60	65
Herhaling:			
Prototipes en ander nie-herhalingswerk	100	65	70
Eerste herhaling van prototipe	70	55	70
Volgende vyf herhalings en prototipe	50	40	70
Oorblywende herhalings van prototipe	40	30	65
Hoofagent	25*	25*	25*
Klein of eenvoudige bouwerk	75	—	—
Meganiese ingenieurswerk	60	45	55
Nuwe werk aan bestaande strukture	125	75	80
Opknappingswerk	175	85	90
Projekbestuurder	45*	45*	45*
Prosesingenieurswerk met gebruikmaking van algemene uitlegtekeninge	85	45	55
Prosesingenieurswerk met gebruikmaking van gedetailleerde isometriesse tekeninge	55	45	55
Siviele ingenieurswerk: Kategorie I	55	45	55
Siviele ingenieurswerk: Kategorie II	70	45	55
Skedule van materiale op projekte waarvoor die bourekenaar nie hoeveelheidslyste opgestel het nie	120**	—	—
Veelvuldige verkrygingskontrakbouwerk	110	—	—
Verbouingswerk	150	75	80

* Uitsluitings ingevolge klousule 1.14.7 nie van toepassing nie.

** Op die totale waarde van sodanige materiaal bereken.

2.3 Bykomende gelde

Bykomende gelde word ten opsigte van die volgende gehef:

Kategorie	Persentasie van gelde ooreenkomstig klousule 2.1 en 2.2 bereken
Kostenorme	10%*
Lokalisiteitsverwysende hoeveelheidslyste	Onderhandel

* Hierdie persentasie is van toepassing op die gelde uitsluitende enige gelde vir dienste ten opsigte van werk omskryf in klousule 1.14.7 ongeag of die bourekenaar 'n diens ten opsigte van die werk omskryf in klousule 1.14.7 gelewer het al dan nie.

2.4 Toedeling van gelde aan dienste

Die gelde word soos volg aan dienste toegedeel:

Kategorie	Persentasie van gelde			
	Diens A Beraming- en koste-advies- stadium	Diens B Dokumenta- siestadium	Diens C Kontrak- administra- siestadium	Diens D Finale rekening- stadium
Herhaling van prototipe*	5	10	60	25
Hoeveelheidslyskontrakte	5	45	30	20
Hoofagent	5	20	55	20
Klein of eenvoudige bouwerk:				
Hoeveelheidslyskontrakte	5	40	40	15
Voorlopige hoeveelhedslyskontrakte	5	25	45	25
Kontrakte sonder hoeveelhedslyste	10	25	50	15
Kostenorme	40	20	30	10
Kostepluskontrakte	10	15	65	10
Projekbestuurder	15	15	55	15
Skedule van tariewekontrakte	5	15	40	40
Veelvuldige verkrygingskontrakte	5	20	45	30
Voorlopige hoeveelhedslyskontrakte	5	25	40	30

* Slegs van toepassing op herhaling.

2.5 Dienste op 'n tydvoordering

'n Tydvoordering word vir dienste ten opsigte van die volgende gehef:

Kategorie	Persentasie van tydvoordering ooreenkomstig klousule 2.9 bereken
Gangbaarheidstudies	100
Huurdersvereistes	100
Verstek deur enige van die partye tot 'n boukontrak	100
Geskille, gedingvoering of bemiddeling (hulpverlening met die beslegting van geskille, bywoning van vergaderings en bywoning van hof)	120
Deskundige getuie (voorbereiding, bywoning van vergaderings en bywoning van hof)	130 (minimum van drie uur)
Bemiddelaar (tyd gespandeer in vasstelling van werkwyse met die partye, bywoning van die bemiddelingsverhoor, bestudering van getuienis en formulering en bekendmaking van sy opinie)	150 (minimum van drie uur)
Arbiter of skeidsregter (tyd gespandeer in vasstelling van werkwyse met die partye, bywoning van die arbitrasiehof, bestudering van getuienis en formulering en bekendmaking van die tekenning)	200 (minimum van drie uur)

2.6 Oormatige wysiging

2.6.1 Indien 'n kontrak wat hoeveelhedslyste insluit tot so 'n mate gewysig word dat die totale waarde van **gemete werk** wat weggelaat is met die verstelling van wysigings 10 persent van die waarde van **gemete werk** in die **finale waarde van die kontrak** oorskry, word bykomende **gelde** van 50 persent van die marginale koers van toepassing op die **finale waarde van die kontrak** op sodanige oorskryding gevorder.

2.6.2 Indien 'n kontrak wat voorlopige hoeveelhedslyste insluit tot so 'n mate gewysig word dat 'n afsonderlik-identifiseerbare gedeelte daarvan wat oorspronklik in die dokumentasie ingesluit is agterna weggelaat word, word bykomende **gelde** van 30 persent van die marginale koers van toepassing op die **finale waarde van die kontrak** gevorder op die beraamde waarde van sodanige werk wat weggelaat is.

- 2.6.3 Indien die werklike konstruksietydperk in kalenderdae, na aftrekking van bouersvakan-sies en enige verlenging van tyd toegestaan vir bykomende werk, met meer as 15 persent vn die aanvanklike kontraktuele konstruksietydperk afwyk, word bykomende **gelde** vir **Diens C** deur die bourekenaar gevorder, gebaseer op die oorskryding van voorgenoemde 15 persent in verhouding tot die aanvanklike kontraktuele konstruksie-tydperk.

2.7 Waardasies ens.

- 2.7.1 Vir die opmeet van 'n kontrak wat aan die gang is, afneem van besonderhede en die opstel van waardasies vir doeleindes van die uitreiking van tussentydse betalingscertifi-kate van 'n kontrak waarvoor die bourekenaar nie hoeveelheidslyste opgestel het nie, is die **gelde** 15 persent van die gelde ooreenkomstig klousule 2.1 bereken.
- 2.7.2 Vir die opstel van waardasies van geboue vir belastingaanslagdoeleindes, brandskade-versekering, onteining, huuropbrengs en dergelike doeleindes, is die **gelde** soos volg:
- 2.7.2.1 Waar geskikte tekeninge vir die bepaling van afmetings beskikbaar is, 2,5 persent van die gelde ooreenkomstig klousule 2.1 bereken.
- 2.7.2.2 Waar sodanige tekeninge nie beskikbaar is nie en afmetings op die terrein bepaal word, 4 persent van die gelde ooreenkomstig klousule 2.1 bereken.
- 2.7.2.3 Waar die bourekenaar van mening is dat genoegsame akkuraatheid vir die spesifieke doel verkry kan word deur die gebruikmaking van 'n tarief per vier-kante meter ten opsigte van die totale oppervlakte op plan, 50 persent van die gelde ooreenkomstig klousule 2.7.2.1 of klousule 2.7.2.2 na gelang van die geval, bereken.
- 2.7.2.4 Waar die **gelde** soos in klousules 2.7.2.1, 2.7.2.2 en 2.7.2.3 bepaal nie as toepaslik beskou word nie, 'ntydvordering soos in klousule 2.8 bepaal.

2.8 Tydvordering

- 2.8.1 Waar die werk van so 'n aard is dat ander bepalings van hierdie geldtarief nie van toe-passing is nie, is die **gelde** 'n tydvordering soos van tyd tot tyd met die kliënt ooreen-gekom.
- 2.8.2 Die uurtarief vir gesalarieerde personeel behoort op die **bruto jaarlikse vergoeding** gebaseer te word.

3. Verhaalbare uitgawes en reiskostes

- 3.1 Vir **verhaalbare uitgawes** noodsaaklikerwys aangegaan en vir redelike reis- en verblyfkoste word, benewens die **gelde** betaalbaar ingevolge enige ander bepaling van hierdie geldtarief, bykomende betaling gevorder.
- 3.2 Waar betaling op 'n persentasiegrondslag geskied en die kontrakperseel verder as 100 km van die bourekenaar se praktykperseel geleë is, word gelde ten opsigte van reistyd teen die tyd-vorderingstarief soos in klousule 2.8 bepaal, gevorder: Met dien verstande dat twee uur van die tyd van elke retoerit van die berekening van vorderbare **gelde** uitgesluit word.
- 3.3 Waar betaling op 'n tydvorderingsgrondslag geskied, word reistyd ten volle teen die tydvorder-ingstarief in klousule 2.8 bepaal, gevorder.

4. Tussentydse betaling van gelde

- 4.1 Die bourekenaar is geregtig, by voorlegging van 'n rekening, op betaling van **gelde** by voltooiing van **Diens A**, **Diens B**, **Diens C** en **Diens D** onderskeidelik. **Diens B** sal geag word voltooi te wees ongeag of die dokumente vir verkryging van onderkontrakte voltooi is al dan nie.
- 4.2 Tensy andersins ooreengekom, is die bourekenaar geregtig op:
- 4.2.1 Gereelde maandelikse tussentydse betalings vir **Diens C**.
- 4.2.2 Tussentydse betalings vir **Diens D**.
- 4.2.3 Tussentydse betalings vir werk gedoen in die geval waar voltooiing van **Diens A**, **Diens B**, **Diens C** en **Diens D** vertraag word deur omstandighede buite die beheer van die bourekenaar.

5. Hersiening of wysiging van geldetarief

- 5.1 Hersiening van of wysigings aan die geldetarief is by ooreenkoms met die kliënt van toepassing op projekte waar hierdie geldetarief gebruik word en word toegepas op sodanige dienste (klousule 2.4) wat nog nie 'n aanvang geneem het nie op die datum waarop die hersiene of gewysigde geldetarief uitgereik word.
- 5.2 Hersienings van of wysigings aan die tydvorderingstariewe is van toepassing op alle dienste wat op 'n tydvorderingsgrondslag gelewer word vanaf die datum waarop sodanige hersiening of wysiging gepubliseer word.

SCHEDULE

RECOMMENDED TARIFF OF PROFESSIONAL FEES IN RESPECT OF SERVICES RENDERED BY A QUANTITY SURVEYOR IN PRIVATE PROFESSIONAL CONSULTING PRACTICE

1. Definitions and interpretation

Where the words and phrases are highlighted in the text of this Tariff of Professional Fees they shall bear the meaning assigned to them in clause 1 and where such words and phrases are not highlighted they shall bear the meaning consistent with the context.

- 1.1 **Alteration works** means works documented in accordance with the provisions of "Alterations" in the latest edition of the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors and shall exclude **redcoration works** and **new works to existing structures**.
- 1.2 **Appropriate percentage** means the appropriate percentage set out in clause 2.2.
- 1.3 **Basic fee** means the sum of the fees set out in columns 2 and 3 of clause 2.1 and shall be calculated in accordance with clause 2.
- 1.4 **Building works** means works documented in accordance with the latest edition of the Standard System of Measuring Building Work published by the Association of South African Quantity Surveyors.
- 1.5 **Civil engineering works** means works documented in accordance with the method of measurement set out in the SABS 1200 Standard Specifications for civil engineering construction published by the South African Bureau of Standards and separated into the following categories:
 - Category I:* quays, jetties, dams, shafts, tunnels, airport runways and aprons, roads, railways, sportsfields, earthworks and dredging.
 - Category II:* piled quay walls, suspended jetties and quays, bridges and their abutments, culverts, cooling and other towers, reservoirs, caissons, canals, aqueducts, sewers, pipelines, electric mains, storage and treatment tanks, structural steelwork, grain elevators, silos and structures for housing of or bases for heavy industrial and public utility plant, machinery and equipment such as furnace houses and rolling mills to steelworks, boiler houses, reactor and turbine blocks and turbine halls to electricity generating stations, extraction and process plants.
- 1.6 **Civil engineering works ancillary to building works** shall be limited to the following:
 - 1.6.1 Main reticulations (stormwater, sewer and water) outside the defined area of the building site.
 - 1.6.2 Reservoirs.
 - 1.6.3 Roads.
 - 1.6.4 Water towers.
- 1.7 **Contract value** means, for purposes of clause 2, the **final value of the contract** excluding contingencies and any amount of adjustment under any applicable contract price adjustment provision: Provided that a fair estimate of the **final value of the contract** shall be used where no contract value is available as well as for purposes of calculating interim payment of fees.

If the **contract value** or any portion thereof is on a fixed price contract basis, i.e. with no contract price adjustment provision, such contract value or portion shall be multiplied by 95% for calculation of the **fee for Service A and Service B**.
- 1.8 **Cost norms** means cost norms prescribed by the Treasury Committee for Building Norms and Cost Limits and, for purposes of clause 2.3, it is implied that from initial determination of needs and during the respective stages as defined in clause 1.28 to 1.31 (estimating and cost advice stage, documentation stage, contract administration stage and final account stage) the quantity surveyor is involved with and reports regarding calculation of space and cost limits from given accommodation lists, compiling an elemental cost plan, monitoring and adjusting the project against same as necessary in order to maintain it within the prescribed limits and on completion of the project submits reconciliation statements confirming compliance with the prescribed space and cost limits.

- 1.9 **Disbursements** means the cost of purchasing, typing, duplicating, printing and binding of documents and drawings other than correspondence, valuation for payment certificates and cost reports.
- Subject to agreement with the client, disbursements shall also include any other costs such as the cost of legal and specialist fees, courier services, facsimile transmission and international communications.
- 1.10 **Electrical engineering works** means electrical installations and instrumentation other than **electrical installations ancillary to building works**.
- 1.11 **Electrical installations ancillary to building works** shall be as defined in clause 1.20.
- 1.12 **Feasibility studies** means feasibility studies and other pre-design studies involving a technical and/or economic investigation and appraisal of a project to enable a client to decide whether to proceed and, if so, how to proceed.
- 1.13 **Fee** means the remuneration in respect of services rendered by a quantity surveyor in private professional consulting practice, calculated in accordance with clause 2. The **fee** excludes Value-Added Tax.
- 1.14 **Final value of the contract** means the final value of the contract which shall *include* clauses 1.14.1 to 1.14.4:
- 1.14.1 All labour and materials, whether supplied free of charge or not: Provided that, where materials are "free issue" and the value of such materials is not known or disclosed, such value shall be estimated at market rates current at the date of tender.
 - 1.14.2 All specialist services and installations which form an integral part of the contract, including services covered by prime cost and/or provisional sums.
 - 1.14.3 Any amount of adjustment under any applicable contract price adjustment provision.
 - 1.14.4 Subject to clause 1.14.5, taxes and duties and which shall *exclude* clauses 1.14.5 to 1.14.7.
 - 1.14.5 Value-Added Tax.
 - 1.14.6 Work generally outside the scope of the work carried out by the contractor and excluded from the contract, in respect of which the quantity surveyor is not required to perform a service.
 - 1.14.7 The final value of any **mechanical and electrical installations ancillary to building works** and of any **civil engineering works ancillary to building works** in respect of which the quantity surveyor is not required to perform any service other than the incorporation into the relevant documentation of the information furnished by others, which final value shall include any amounts arising from contract price adjustment provisions and shall exclude any amounts for profit and attendance to the principal contractor and any apportionment of the value of preliminaries.
- 1.15 **Gross annual remuneration** means, for the purposes of clause 2.8.2:
- 1.15.1 basic salary and guaranteed annual bonus.
 - 1.15.2 Fringe benefits not included in basic salary.
 - 1.15.3 Income benefit for the private use of a motor vehicle as determined from time to time by the Receiver of Revenue for income tax purposes.
 - 1.15.4 Employer's contribution to pension/provident fund.
 - 1.15.5 Employer's contribution to medical aid.
 - 1.15.6 Group life assurance premiums.
 - 1.15.7 Workmen's Compensation Fund and Unemployment Insurance Fund contributions, Regional Services Council levies and any other statutory contributions or levies.
 - 1.15.8 All other costs and benefits as per conditions of appointment but excluding any share of profits.
- 1.16 **Industrialised building works** means works designed to be carried out by industrialised or unconventional system building methods and documented in accordance with the latest edition of the System of Measurement of Performance-based Tender Enquiry Documentation published by the Association of South African Quantity Surveyors.
- 1.17 **Locational bills of quantities** means bills of quantities required by the client to be separated into blocks, elements, functions or other locations.

- 1.18 **Measured work** means, for the purposes of clause 2.6.1, work measured for incorporation in bills of quantities or a final account and shall exclude:
- 1.18.1 Work originally measured as provisional.
 - 1.18.2 Adjustments involving the substitution of materials without additional measurement.
 - 1.18.3 Any applicable contract price adjustment.
 - 1.18.4 Preliminaries bill or any adjustment thereof.
 - 1.18.5 Contingencies.
- 1.19 **Mechanical engineering works** means mechanical installations other than **mechanical installations ancillary to building works**.
- 1.20 **Mechanical and electrical installations ancillary to building works** shall be limited to the following:
- 1.20.1 Air-conditioning and mechanical ventilation.
 - 1.20.2 Boiler equipment.
 - 1.20.3 Conveyor systems.
 - 1.20.4 Electrical and electronic installations.
 - 1.20.5 Gas and compressed air systems.
 - 1.20.6 Incinerators and compactor units.
 - 1.20.7 Laundry equipment.
 - 1.20.8 Lifts, hoists and escalators.
 - 1.20.9 Pumping equipment.
 - 1.20.10 Refrigeration installations.
 - 1.20.11 Specialist fire detection and fire prevention installations including sprinkler installations.
 - 1.20.12 Steam installations.
 - 1.20.13 X-ray and sterilisation equipment.
- 1.21 **Multiple procurement contract** means **building works** where the quantity surveyor is required by the client to produce separate documentation for work executed under sub-contracts and where the value of such work exceeds 50 per cent of the **final value of the contract**.
- 1.22 **New works to existing structures** means works to existing structures other than **alteration works, redecoration works** and additions.
- 1.23 **Principal agent** means a quantity surveyor acting as principal agent on behalf of his client.
- The normal services of a **principal agent** shall comprise the following:
- 1.23.1 Arranging for the signing of the contract.
 - 1.23.2 Ensuring the safekeeping of the contract documents and the construction guarantee.
 - 1.23.3 Being the sole agent empowered to issue architect's instructions.
 - 1.23.4 Being the sole agent on whom notices in terms of the contract can be served.
 - 1.23.5 Establishing whether the party responsible for effecting insurance has done so.
 - 1.23.6 Arranging for the pointing out of pegs, beacons and datum levels to the contractor.
 - 1.23.7 Nominating sub-contractors for employment as nominated sub-contractors.
 - 1.23.8 Selecting sub-contractors together with the contractor for employment as selected sub-contractors.
 - 1.23.9 Granting or refusing an extension to the construction period and certifying the periods to which penalties are applicable.
 - 1.23.10 Issuing monthly interim payment certificates, final payment certificates and certificates of practical and final completion.
 - 1.23.11 Deciding on payment for materials stored on or off site.
 - 1.23.12 Issuing statements to the contractor and sub-contractors indicating the formulation of and the amount included in payment certificates.

- 1.23.13 Issuing a reconciliation statement.
- 1.23.14 Notifying the contractor and the guarantor if monies are to be recovered from the construction guarantee.
- 1.23.15 Determining disagreements.
- 1.24 **Process engineering works** means process piping, flow control systems and equipment associated with process plants.
- 1.25 **Project manager** means a quantity surveyor employed by his client as an agent to manage the entire process necessary for the procurement of the design and the construction of a project from briefing through to commissioning and occupation in such a manner that the client's requirements in respect of aesthetics, quality, cost, time, etc. are satisfied.
 The normal services of a **project manager** shall *inter alia* include the following:
 - 1.25.1 Receiving an outline brief from his client and establishing the client's needs.
 - 1.25.2 Advising his client on the need for consultants and making recommendations.
 - 1.25.3 Negotiating and agreeing conditions of engagement with such selected consultants.
 - 1.25.4 Receiving a final brief from his client and analysing the client's needs in detail.
 - 1.25.5 Ensuring that statutory consents are obtained.
 - 1.25.6 Preparing programmes for all pre-contract and post-contract activities and monitoring progress and adjusting the programme as necessary.
 - 1.25.7 Establishing types of meetings, attendance, chairmanship and issuing of agendas and minutes.
 - 1.25.8 Obtaining for his client advice as to various insurances and/or warranties and ensuring compliance by those required to effect such insurance
 - 1.25.9 Considering the contract type and the method of contractor selection with the selected consultants.
 - 1.25.10 Arranging short lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the client.
 - 1.25.11 Establishing a framework for monitoring progress and for maintenance of financial control and regularly reporting to the client.
 - 1.25.12 Co-ordinating inspections and handovers, ensuring that commissioning of the building and services is properly undertaken and obtaining test certificates, as-built drawings, maintenance manuals and guarantees.
- 1.26 **Redecoration works** means works associated with the redecoration of existing buildings such as cleaning, painting and paperhanging and shall include associated minor repairs but shall exclude **alteration works**.
- 1.27 **Replication** means the replication of an individual distinct building or structure within a contract or of a previous contract and shall be applicable when the total quantities in all trades or the total cost of the prototype can be readily multiplied in the procurement documentation by the number of individual distinct buildings or structures, the intention being that minor differences and work measured provisionally shall, where necessary, be adjusted in the final account.
 For purposes of this clause, individual distinct buildings or structures, even though they may not be free-standing but may occur on a common podium or separate sub-structure, shall be regarded as **replication**.
- 1.28 **Service A** (estimating and cost advice stage) means preparing estimates of cost and providing such other cost advice as may be required prior to the commencement of **Service B**.
- 1.29 **Service B** (documentation stage) means preparing documents for the procurement of contracts (refer also clause 4.1).
- 1.30 **Service C** (contract administration stage) means financial management and preparing valuations for the issue of payment certificates and shall include preparing documents for the procurement of subcontracts expressed as provisional sums in the bills of quantities.
- 1.31 **Service D** (final account stage) means preparing and concluding the final account.
- 1.32 **Small or simple building works** means works documented in accordance with the latest edition of the Standard System of measuring Building Work for Small or Simple Buildings published by the Association of South Africa Quantity Surveyors.
- 1.33 **Tenant requirements** means the evaluation of tenant requirements involving separate accounting for each tenant.

2. Fee

All fees set out in this Tariff of Professional Fees exclude Value-Added Tax.

The **fee** shall, unless otherwise stated, be the **basic fee** multiplied by the **appropriate percentage** and shall be apportioned as set out in the apportionment of fees to services: Provided that—

- ◇ the **basic fee** in respect of **Service A** and **Service B** shall be calculated on the **contract value** as defined in clause 1.7 and in respect of **Service C** and **Service D** shall be calculated on the **final value of the contract**;
- ◇ where a single **building works contract** includes categories of work covered by more than one **appropriate percentage**, the **basic fee** shall be apportioned to each category of work before multiplying each apportionment by the applicable **appropriate percentage**;
- ◇ where a contract for work other than a **building works contract** includes more than one category of building or engineering work, the **basic fee** shall be separately calculated for each category of work before multiplying by the applicable **appropriate percentage**;
- ◇ where, in respect of **replication**, minor differences and work measured provisionally are individually adjusted in the final account, such portions, but not the remainder, shall in respect of **Service C** and **Service D** be considered to be non-replication work.

Each apportionment or category shall include the *pro rata* value of preliminaries and where applicable the *pro rata* amount of adjustment under any applicable contract price adjustment provision, unless the actual value of preliminaries or amount of adjustment for each apportionment of category can be readily determined.

2.1 Basic fee

The **basic fee** shall be as follows:

Value category	Basic fee		
	Primary charge	Marginal rate	
1	2	3	
Up to R250 000	R 1 380	5,50% on balance over	R0
R250 000 — R500 000	15 130	5,25% on balance over	R250 000
R500 000 — R1 000 000	28 255	5,00% on balance over	R500 000
R1 000 000 — R2 000 000	53 255	4,75% on balance over	R1 000 000
R2 000 000 — R4 000 000	100 755	4,50% on balance over	R2 000 000
R4 000 000 — R8 000 000	190 755	4,00% on balance over	R4 000 000
R8 000 000 — R16 000 000	350 755	3,60% on balance over	R8 000 000
R16 000 000 — R32 000 000	638 755	3,36% on balance over	R16 000 000
R32 000 000 — R64 000 000	1 176 355	3,32% on balance over	R32 000 000
R64 000 000 — R128 000 000	2 238 755	2,79% on balance over	R64 000 000
R128 000 000 — R256 000 000	4 024 355	2,58% on balance over	R128 000 000
R256 000 000 — and over	7 326 755	2,56% on balance over	R256 000 000

2.2 Appropriate percentage

The **appropriate percentage** shall be as follows:

Category	Appropriate percentage		
	Contracts with bills of quantities, provisional quantities or schedule of rates	Contracts without bills of quantities	Cost-plus contracts
1	2	3	4
Alteration works.....	150	75	80
Building works.....	100	65	70
Civil engineering works: Category I.....	55	45	55
Civil engineering works: Category II.....	70	45	55
Electrical engineering works.....	70	45	55

Kategorie	Appropriate percentage		
	Contracts with bills of quantities, provisional quantities or schedule of rates	Contracts without bills of quantities	Cost-plus contracts
1	2	3	4
Industrialised building works	70	60	65
Mechanical engineering works	60	45	55
Multiple procurement contract building works	110	—	—
New works to existing structures	125	75	80
Principal agent	25*	25*	25*
Process engineering works utilising detail isometric drawings	55	45	55
Process engineering works utilising general arrangement drawings	85	45	55
Project manager	45*	45*	45*
Redecoration works	175	85	90
Replication works:			
Prototypes and other non-replication work	100	65	70
First replication of prototype	70	55	70
Next five replications of prototype	50	40	70
Remaining replications of prototype	40	30	65
Schedule of materials on projects for which the quantity surveyor has not prepared bills of quantities	120**	—	—
Small or simple building works	75	—	—

* Exclusions in terms of clause 1.14.7 not applicable.

** Calculated on the total value of such materials.

2.3 Additional fee

An additional fee shall be charged in respect of the following:

Category	Percentage of fee calculated in accordance with clauses 2.1 and 2.2
Cost norms	10%*
Locational bills of quantities	Negotiated

* This percentage shall be applied to the fee excluding, however, any fee for services in respect of work defined in clause 1.14.7, irrespective of whether or not the quantity surveyor has rendered any service in respect of work defined in clause 1.14.7.

2.4 Apportionment of fee to services

The fee shall be apportioned to services as follows:

Category	Percentage of fee			
	Service A Estimating and cost advice stage	Service B Documentation stage	Service C Contract administration stage	Service D Final account stage
Bills of provisional quantities contracts ..	5	25	40	30
Bills of quantities contracts	5	45	30	20
Contracts without bills of quantities	10	25	50	15
Cost norms	40	20	30	10
Cost-plus contracts	10	15	65	10
Multiple procurement contracts	5	20	45	30
Principal agent	5	20	55	20

Category	Percentage of fee			
	Service A Estimating and cost advice stage	Service B Documen- tation stage	Service C Contract administra- tion stage	Service D Final account stage
Project manager	15	15	55	15
Replication of prototype*	5	10	60	25
Schedule of rates contracts	5	15	40	40
Small or simple building works:				
Bills of provisional quantities contracts ..	5	25	45	25
Bills of quantities contracts	5	40	40	15

* Applicable only to replication.

2.5 Time charge services

A time charge shall be levied for services in respect of the following:

Category	Percentage of time charge calculated in accordance with clause 2.9
Feasibility studies	100
Tenant requirements	100
Default by either party to a building contract	100
Disputes, litigation or mediation (assisting in the settlement of disputes, attending meetings and attending at court)	120
Expert witness (preparation, attending meetings and attending at court)	130 (minimum of three hours)
Mediator (time spent in establishing procedural matters with the parties, attending the mediation hearing, studying the evidence and framing and publishing his opinion)	150 (minimum of three hours)
Arbitrator or umpire (time spent in establishing procedural matters with the parties, attending the arbitration court, studying the evidence and framing and publishing the award)	200 (minimum of three hours)

2.6 Excessive variation

- 2.6.1 Should a contract incorporating bills of quantities be varied to such an extent that the total value of **measured work** omitted in the adjustment of variations exceeds 10 per cent of the value of **measured work** in the **final value of the contract**, then an additional **fee** of 50 per cent of the marginal rate applicable to the **final value of the contract** shall be charged on the amount of such excess.
- 2.6.2 Should a contract incorporating bills of provisional quantities be varied to such an extent that a separately identifiable portion thereof originally included in the documentation is subsequently omitted, then an additional **fee** of 30 per cent of the marginal rate applicable to the **final value of the contract** shall be charged on the estimated value of such omitted work.
- 2.6.3 Should the actual construction period, in calendar days, less builders' holidays and any extension of time allowed for additional work, vary by more than 15 per cent from the initial contractual construction period, then the quantity surveyor shall charge an additional **fee** for **Service C** based on the excess over the said 15 per cent pro rata to the initial contractual construction period.

2.7 Valuations etc.

- 2.7.1 For surveying a contract in progress, taking particulars and preparing valuations for the issue of interim payment certificates on a contract for which the quantity surveyor has not prepared bills of quantities, the **fee** shall be 15 per cent of the fee calculated in accordance with clause 2.1.

2.7.2 For preparing valuations for the assessment of taxation, fire insurance, expropriation, rental return and similar purposes, the **fee** shall be as follows:

2.7.2.1 Where suitable drawings are available for the determination of measurements, 2,5 per cent of the fee calculated in accordance with clause 2.1.

2.7.2.2 Where such drawings are not available and measurements are determined on site, 4 per cent of the fee calculated in accordance with clause 2.1.

2.7.2.3 Where the quantity surveyor considers that sufficient accuracy for the particular purpose can be achieved by the application of a square metre rate to the overall area on plan, 50 per cent of the fee calculated in accordance with clause 2.7.2.1 or clause 2.7.2.2, as the case may be.

2.7.2.4 Where the **fee** as determined in clauses 2.7.2.1, 2.7.2.2 and 2.7.2.3 is considered to be inappropriate, a time charge as determined in clause 2.8.

2.8 Time charge

2.8.1 Where the work is of such a nature that other provisions of this tariff of fees do not apply, the **fee** shall be a time charge as determined from time to time by agreement with the client.

2.8.2 The time charge for salaried personnel should be based on the **gross annual remuneration**.

3. Disbursements and travelling expenses

3.1 For **disbursements** and for reasonable travelling and subsistence expenses additional payment shall be claimed over and above the **fee** payable under any other provision of this tariff of fees.

3.2 Where payment is effected on a percentage basis and the contract site is situated further than 100 km from the quantity surveyor's place of practice, a fee in respect of travelling time shall be charged at the rate as determined in clause 2.8: Provided that two hours of the duration of each return journey shall be excluded from the calculation of the **fee** charged.

3.3 Where payment is effected on a basis of time, travelling time shall be charged for in full at the rate as determined in clause 2.8.

4. Interim payment of fees

4.1 The quantity surveyor shall be entitled to payment, upon submission of an account, of a **fee** on completion of **Service A**, **Service B**, **Service C** and **Service D** respectively. **Service B** shall be deemed to be completed irrespective of whether the documents for the procurement of sub-contracts have been prepared or not.

4.2 Unless otherwise agreed, the quantity surveyor shall be entitled to:

4.2.1 Regular monthly interim payments for **Service C**.

4.2.2 Interim payments for **Service D**.

4.2.3 Interim payments for work done in the event of the completion of **Service A**, **Service B**, **Service C** and **Service D** being delayed by circumstances beyond the control of the quantity surveyor.

5. Revision or amendment of tariff of fees

5.1 Revisions of or amendments to the tariff of fees shall, by agreement with the client, be applicable to projects where this tariff of fees is used and shall be applied to those services (clause 2.4) which have not yet commenced at the date when the revised or amended tariff of fees is published.

5.2 Revisions of or amendments to time charges shall be applicable to all services rendered on time charges from the date of publication of such revision or amendment.

DEPARTEMENT VAN STAATSBESTEDING

No. R. 2141

12 November 1993

SKATKISWET, 1975

WYSIGING VAN FINANSIËLE REGULASIES

Die Minister van Staatsbesteding het kragtens artikel 38 van die Skatkiswet, 1975 (Wet No. 66 van 1975), die Finansiële Regulasies in die Bylae uitgevaardig.

BYLAE

Vervanging van opskrif van Finansiële Regulasies

1. Die opskrif van die Finansiële Regulasies soos afgekondig by Goewermmentskennisgewing No. R. 496 van 26 Maart 1976 en gewysig deur Goewermmentskennisgewing No. 1456 van 13 Julie 1984 (hieronder die Finansiële Regulasies genoem) word hierby deur die volgende opskrif vervang:

"Finansiële Regulasies

Kragtens artikel 38 (1) van die Skatkiswet, 1975 (Wet No. 66 van 1975) uitgevaardig."

Wysiging van regulasie 1 van Finansiële Regulasies

2. Regulasie 1 van die Finansiële Regulasies word hierby gewysig—

- (a) deur in subregulasie (1) die woorde wat paragraaf (a) voorafgaan deur die volgende woorde te vervang:

"'n Rekenpligtige beampte wat kragtens artikel 15 of 15A van die Skatkiswet, 1975 (Wet No. 66 van 1975), hieronder 'die Wet' genoem, met die algemene finansiële administrasie van 'n begrotingspos en Staatsgeld en Staatsgoed onder sy beheer belas is, is verantwoordelik vir—";

- (b) deur paragraaf (h) van subregulasie (1) deur die volgende paragraaf te vervang:

"(h) die voorlegging, aan die Ouditeur-generaal, van 'n bewysstuk, of 'n bevel ingevolge artikel 31 (4) van die Wet gegee, vir elke betaling wat deur hom uit Staatsgeld gedoen is;";

- (c) deur in paragraaf (i) van subregulasie (1) die woord "rekenkundige" met die woord "rekeningkundige" te vervang; en

- (d) deur paragraaf (k) van subregulasie (1) deur die volgende paragraaf te vervang:

"(k) spoedige kennisgewing aan sy finansiële bestuurder wanneer veranderings in departementele beleid en administrasie, 'n nuwe projek, skema of diens of veranderings aan 'n bestaande projek, skema of diens wat 'n uitwerking op uitgawe of inkomste sal hê, oorweeg word;";

DEPARTMENT OF STATE EXPENDITURE

No. R. 2141

12 November 1993

EXCHEQUER ACT, 1975

AMENDMENT OF FINANCIAL REGULATIONS

The Minister of State Expenditure has, under section 38 of the Exchequer Act, 1975 (Act No. 66 of 1975), made the Financial Regulations in the Schedule.

SCHEDULE

Substitution of heading of Financial Regulations

1. The following heading is hereby substituted for the heading of the Financial Regulations as published by Government Notice No. R. 496 dated 26 March 1976 and amended by Government Notice No. 1456 dated 13 July 1984 (hereinafter referred to as the Financial Regulations):

"Financial Regulations

Made under section 38 (1) of the Exchequer Act, 1975 (Act No. 66 of 1975)."

Amendment of regulation 1 of Financial Regulations

2. Regulation 1 of the Financial Regulations is hereby amended—

- (a) by the substitution in subregulation (1) for the words preceding paragraph (a) of the following words:

"An accounting officer who in terms of section 15 or 15A of the Exchequer Act, 1975 (Act No. 66 of 1975), hereinafter referred to as 'the Act', is charged with the general financial administration of a vote, State moneys and State property under his control, is responsible for—";

- (b) by the substitution for paragraph (h) of subregulation (1) of the following paragraph:

"(h) the production to the Auditor-General of a voucher or an order made in terms of section 31 (4) of the Act for every payment made by him from State moneys;";

- (c) by the substitution in the Afrikaans text in paragraph (i) of subregulation (1) for the word "rekenkundige" of the word "rekeningkundige"; and

- (d) by the substitution for paragraph (k) of subregulation (1) of the following paragraph:

"(k) promptly notifying his financial manager when changes in departmental policy and administration, a new project, scheme or service or changes to an existing project, scheme or service which will have an effect on expenditure or revenue, are being considered;";

Invoeging van regulasie 4A in die Finansiële Regulasies

3. Die volgende regulasie word hierby in die Finansiële Regulasies na regulasie 4 ingevoeg:

"AANWYSING VAN FINANSIËLE BESTUURDERS

4A. 'n Rekenpligtige beampte kan, behoudens die wette op die Staatsdiens, 'n finansiële bestuurder aanwys wat in sy topbestuur moet dien met die pligte en verantwoordelikhede by Regulasie 5A voorgeskryf."

Wysiging van regulasie 5 van Finansiële Regulasies

4. Regulasie 5 van die Finansiële Regulasies word hierby gewysig—

- (a) deur subregulasie (4) deur die volgende subregulasie te vervang:

"(4) 'n Departementele rekenmeester is verantwoordelik vir die opstel en voorlegging van insette ten opsigte van begrotingsaangeleenthede, state en finansiële opgawes wat deur sy rekenpligtige beampte van hom verlang word."; en

- (b) deur subregulasie (5) deur die volgende subregulasie te vervang:

"(5) Die betrokke departementele rekenmeester—

- (a) is, waar 'n finansiële bestuurder nie kragtens Finansiële Regulasie 4A aangewys is nie, ook die finansiële bestuurder;

- (b) neem in die afwesigheid van 'n finansiële bestuurder kragtens Finansiële Regulasie 4A aangewys, ook as die finansiële bestuurder waar."

Invoeging van regulasie 5A in Finansiële Regulasies

5. Die volgende regulasie word hierby in die Finansiële Regulasies na regulasie 5 ingevoeg:

"PLIGTE EN VERANTWOORDELIKHEDE VAN FINANSIËLE BESTUURDERS

5A. (1) 'n Finansiële bestuurder moet bepaal of die doelwitte, programme en projekte van die departement duidelik omskryf en meetbaar is en hy moet die rekenpligtige beampte daarvoor, asook oor die wyse waarop doeltreffendheid in die nastrewing van die departement se doelwitte bevorder kan word, adviseer.

(2) 'n Finansiële bestuurder moet, ten einde binne Parlementêre bewilligings te bly, verseker dat daar finansiële bestuursmaatreëls ter ondersteuning van gesonder doelwit- en programbestuur in die departement bestaan.

(3) 'n Finansiële bestuurder adviseer die rekenpligtige beampte oor die doeltreffendheid van die organisasiestruktuur ter ondersteuning van die geïdentifiseerde funksies in die departement se doelwit- en programstrukture.

Insertion of regulation 4A in Financial Regulations

3. The following regulation is hereby inserted in the Financial Regulations after regulation 4:

"DESIGNATION OF FINANCIAL MANAGERS

4A. An accounting officer may, subject to the laws governing the Public Service, designate a financial manager who shall serve in his top management with the duties and responsibilities prescribed by regulation 5A."

Amendment of regulation 5 of Financial Regulations

4. Regulation 5 of the Financial Regulations is hereby amended—

- (a) by the substitution for subregulation (4) of the following subregulation:

"(4) A departmental accountant is responsible for the compilation and submission of inputs in respect of budget matters, statements and financial returns required from him by his accounting officer."; and

- (b) by the substitution for subregulation (5) of the following subregulation:

"(5) The relevant departmental accountant shall—

- (a) whenever no financial manager has been designated under Financial Regulation 4A, also be the financial manager;

- (b) in the absence of a financial manager designated under Financial Regulation 4A, act as financial manager."

Insertion of regulation 5A in Financial Regulations

5. The following regulation is hereby inserted in the Financial Regulations after regulation 5:

"DUTIES AND RESPONSIBILITIES OF THE FINANCIAL MANAGERS

5A. (1) A financial manager shall determine whether the objectives, programmes and projects of the department are clearly defined and measurable and shall advise the accounting officer thereon as well as on the manner in which to promote effectiveness in the pursuance of the objectives of the department.

(2) A financial manager shall, in order to keep within Parliamentary appropriations, ensure that financial management measures exist in the department to support healthy objective and programme management.

(3) A financial manager shall advise the accounting officer on the effectiveness of the organisational structure for the support of the identified functions in the objective and programme structures of the department.

(4) 'n Finansiële bestuurder moet deurlopend evalueer of voldoende maatreëls bestaan om ondoeltreffende of verkwistende aanwending van Staatsgeld, Staatsgoed en ander hulpbronne waarvoor die rekenpligtige beampte verantwoordelik is, aan die lig te bring en die rekenpligtige beampte oor die instelling en verbetering van sodanige maatreëls adviseer.

(5) Wanneer 'n nuwe projek, skema of diens, of verandering aan 'n bestaande projek, skema of diens oorweeg word, adviseer die finansiële bestuurder die rekenpligtige beampte vooraf oor die finansiële gevolge daarvan."

Vervanging van regulasie 6 van Finansiële Regulasies

6. Regulasie 6 van die Finansiële Regulasies word hierby deur die volgende regulasie vervang:

"VERANTWOORDELIKHEID

6. 'n Rekenpligtige beampte, finansiële bestuurder of departementele rekenmeester word nie van 'n plig of verantwoordelikheid wat ingevolge die Wet, hierdie regulasies, die Tesourie-instruksies of op 'n ander wyse deur die Tesourie aan hom opgedra is, onthef deur sodanige plig of verantwoordelikheid aan 'n ondergeskikte persoon toe te vertrou nie."

Wysiging van regulasie 8 van Finansiële Regulasies

7. Regulasie 8 van die Finansiële Regulasies word hierby gewysig deur subregulasie (2) deur die volgende subregulasie te vervang:

"(2) So spoedig moontlik nadat die rekenings ten opsigte van 'n boekjaar afgesluit is, maar in elke geval binne vier maande na die einde van die boekjaar, moet alle rekenpligtige beamptes of ander persone wat met die ontvangs, bewaring en uitbetaling van Staatsgeld bedoel in subregulasie (1) belas is, aan die Ouditeur-generaal die rekenings verstrek wat die Tesourie na oorleg met die Ouditeur-generaal bepaal."

(4) A financial manager shall continuously evaluate whether sufficient measures exist to reveal inefficient and uneconomical use of State moneys, State property and other resources for which the accounting officer is responsible and shall advise the accounting officer on the establishment and improvement of such measures.

(5) When a new project, scheme or service or changes to an existing project, scheme or service is or are under consideration, the financial manager shall advise the accounting officer in advance on the financial results thereof."

Substitution of regulation 6 of Financial Regulations

6. The following regulation is hereby substituted for regulation 6 of the Financial Regulations:

"RESPONSIBILITY

6. An accounting officer, financial manager or departmental accountant shall not be relieved of any duty or responsibility assigned to him under the Act, these regulations, the Treasury Instructions or in any other manner by the Treasury, by entrusting such duty or responsibility to a subordinate person."

Amendment of regulation 8 of Financial Regulations

7. Regulation 8 of the Financial Regulations is hereby amended by the substitution for subregulation (2) of the following subregulation:

"(2) As soon as possible after the accounts for a financial year have been closed, but in every case within four months after the close of the financial year, all accounting officers or other persons entrusted with the receipt, custody and payment of State moneys referred to in subregulation (1) shall render to the Auditor-General such accounts as the Treasury, after consultation with the Auditor-General, shall determine."

SUID-AFRIKAANSE WEERMAG

No. R. 2146 12 November 1993

WYSIGING VAN DIE ALGEMENE REGULASIES VIR DIE SA WEERMAG EN DIE RESERVE

Die Minister van Verdediging het kragtens artikel 87 van die Verdedigingswet, 1957 (Wet No. 44 van 1957), die regulasies in die Bylae uitgevaardig.

BYLAE

1. In hierdie Bylae beteken "die Regulasies" Hoofstuk III van die Algemene Regulasies vir die SA Weermag en die Reserve afgekondig by Goewermentskennisgewing No. R. 2213 van 10 Desember 1971, soos gewysig deur Goewermentskennisgewings Nos. R. 507 van 29 Maart 1974, R. 314 van 27 Februarie 1976, R. 572 van 23 Maart 1978, R. 832 van 21 April 1978, R. 2203 van 24 Oktober 1986, R. 542 van 16 Maart 1990, R. 585 van 22 Maart 1991, R. 2703 van 15 November 1991 en R. 922 van 28 Mei 1993.

SOUTH AFRICAN DEFENCE FORCE

No. R. 2146 12 November 1993

AMENDMENTS TO THE GENERAL REGULATIONS FOR THE SA DEFENCE FORCE AND THE RESERVE

The Minister of Defence has, under section 87 of the Defence Act, 1957 (Act No. 44 of 1957), made the regulations in the Schedule.

SCHEDULE

1. In this Schedule "the Regulations" means Chapter III of the General Regulations for the SA Defence Force and the Reserve, promulgated under Government Notice No. R. 2213 of 10 December 1971, as amended by Government Notices Nos. R. 507 of 29 March 1974, R. 314 of 27 February 1976, R. 572 of 23 March 1978, R. 832 of 21 April 1978, R. 2203 of 24 October 1986, R. 542 of 16 March 1990, R. 585 of 22 March 1991, R. 2703 of 15 November 1991 and R. 922 of 28 May 1993.

2. Regulasie 21 van die Regulasies word hierby deur die volgende regulasie vervang:

"Aftrede met pensioen deur offisiere wat permanente lede van die Staande Mag is

21. (1) Behoudens artikel 6 van die Regeringsdienspensioenwet, 1973 (Wet No. 57 van 1973), het enige ander offisier as 'n offisier op wie subartikels (3) en (4) van daardie artikel van toepassing is, en wat 'n lid is van die Regeringsdienspensioenfonds, die reg om met pensioen af te tree en word hy met pensioen afgedank met ingang van die datum waarop hy die leeftyd van 60 jaar bereik.

(2) 'n Offisier beoog in artikel 6 (4) van die Regeringsdienspensioenwet, 1973, wat begeer om op 'n datum soos bedoel in daardie subartikel met pensioen af te tree, gee aan sy bevelvoerder minstens drie kalendermaande voor die begin van die maand waarin hy beoog om af te tree, skriftelik kennis van sy begeerte om af te tree: Met dien verstande dat indien minder as drie kalendermaande kennis gegee word, daar geag word dat kennis gegee word om af te tree op die eerste dag van die vierde kalendermaand na die maand waarin kennis aldus gegee is: Met dien verstande voorts dat die Hoof van Staf Personeel of 'n offisier deur hom aangewys, indien hy dit dienstig ag, 'n korter tydperk van kennisgewing kan aanvaar, in welke geval hy die datum bepaal waarop so 'n offisier uit die diens tree, mits sodanige datum nie vroeër is as die datum waarop die offisier kragtens genoemde artikel 6 (4) die reg het om met pensioen af te tree nie.

(3) Behoudens artikel 85 van die Verdedigingswet, 1957, kan die Minister 'n offisier kragtens artikel 12 (1) (f) van die Wet uit die Staande Mag ontslaan—

(a) weens swak gesondheid wat sonder sy eie toedoen ontstaan het;

(b) weens die afskaffing van sy pos of die reorganisasie van die Staande mag of van enige hoofkwartier, weermagsdeel, formasie, eenheid, personeelindeling of 'n deel, tak of seksie daarvan waarin hy werksaam is;

(c) op grond daarvan dat sy ontslag doeltreffendheid in die Staande Mag of van enige hoofkwartier, weermagsdeel, formasie, eenheid, personeelindeling of 'n deel, tak of seksie daarvan waarin hy werksaam is, sal bevorder; of

(d) weens sy onvermoë om sy pligte op 'n bekwame wyse uit te voer."

3. Hierdie Regulasies word geag op 28 Mei 1993 in werking te getree het.

2. The following regulation is hereby substituted for regulation 21 of the Regulations:

"Retirement on pension of officers who are permanent members of the Permanent Force

21. (1) Subject to section 6 of the Government Service Pension Act, 1973 (Act No. 57 of 1973), any officer other than an officer to whom subsections (3) and (4) of that section applies, and who is a member of the Government Service Pension Fund, shall have the right to retire on pension and shall be so retired with effect from the date on which he attains the age of 60 years.

(2) An officer referred to in section 6 (4) of the Government Service Pension Act, 1973, who wishes to retire on pension on any date, as contemplated in that subsection, shall give notice in writing to his officer commanding of his wish to retire at least three calendar months before the commencement of the month in which he intends to retire: Provided that if less than three calendar months notification is given, it shall be deemed that notification to retire has been given on the first day of the fourth calendar month following the month in which such notification has been given: Provided further that the Chief of Staff Personnel or an officer designated by him may, if he deems it expedient, accept a shorter period of notification, in which instance he shall determine the date on which such an officer shall retire, provided that such date shall not be earlier than the date on which the officer has the right to retire on pension under the said section 6 (4).

(3) Subject to section 85 of the Defence Act, 1957, the Minister may under section 12 (1) (f) of the Act, discharge an officer from the Permanent Force—

(a) on account of ill-health not occasioned by his own fault;

(b) owing to the abolition of his post or the reorganisation of the Permanent Force or of any headquarters, arm of the service, formation, unit, personnel mustering or a part, branch or section thereof in which he is employed;

(c) on grounds that his discharge shall promote efficiency in the Permanent Force or of any headquarters, arm of the service, formation, unit, personnel mustering or a part, branch or section thereof in which he is employed; or

(d) on account of his incapacity to carry out his duties efficiently."

3. These Regulations shall be deemed to have commenced on 28 May 1993.

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.
2. Vir die tydperk 1 Oktober 1993 tot 30 September 1994 word Afrikaans EERSTE geplaas.
3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. *Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.*

—oOo—

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.
2. For the period 1 October 1993 to 30 September 1994, Afrikaans is to be placed FIRST.
3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. *It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.*

INHOUD

CONTENTS

No.	Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWINGS		
Administrasie: Volksraad		
<i>Goewermenskennisgewing</i>		
R. 2127 Universiteit van die Oranje-Vrystaat: Wysiging van statuut.....	1	15253
Finansies, Departement van		
<i>Goewermenskennisgewings</i>		
R. 2129 Wysiging van Bylae No. 1 (No. 1/1/637)...	3	15253
R. 2130 Wysiging van Bylae No. 1 (No. 1/1/638)...	4	15253
R. 2131 Wysiging van Bylae No. 2 (No. 2/16).....	5	15253
R. 2132 Wysiging van Bylae No. 3 (No. 3/240).....	5	15253
Landbou, Departement van		
<i>Goewermenskennisgewings</i>		
R. 2128 Sagtevrugteskema: Beperking op lewerings: Wysiging	6	15253
R. 2140 Klein-Visrivier-besproeiingsdistrik, afdeling Somerset-Oos, Kaapprovinsie: Afskaffing.....	9	15253
R. 2159 Regulasies: Beheer oor die uitvoer van ornithogalumbolle: Herroeping.....	9	15253
Mannekrag, Departement van		
<i>Goewermenskennisgewings</i>		
R. 2134 Meubel- en Beddegoednywerheid, Transvaal: Nuwe Opleidingsfondsooreenkoms	9	15253
R. 2143 Elektrotegniese Aannemingsnywerheid, Transvaal: Hernuwing van Hofooreenkoms.....	13	15253
R. 2150 Seilwarenywerheid, Witwatersrand en Pretoria: Wysiging van Ooreenkoms.....	13	15253
R. 2151 Was-, Skoonmaak- en Kleurnywerheid (Kaap): Voorsorgfondsooreenkoms: Intrekking van Goewermenskennisgewing	16	15253
R. 2152 do.: do.: Herbekragtiging.....	17	15253
R. 2153 do.: Siektebystandsfondsooreenkoms: Intrekking van Goewermenskennisgewing	19	15253
R. 2154 do.: do.: Herbekragtiging.....	19	15253
R. 2155 Bounywerheid, Kroonstad: Wysiging van Ooreenkoms.....	22	15253
R. 2156 Haarkappersbedryf, Suid- en Wes-Transvaal: Verlenging van Hofooreenkoms.....	34	15253
Openbare Werke, Departement van		
<i>Goewermenskennisgewing</i>		
R. 2133 Professionele geldetarief: Bourekenaars in private professionele raadgewende praktyk.....	34	15253
Staatsbesteding, Departement van		
<i>Goewermenskennisgewing</i>		
R. 2141 Wysiging van Finansiële Regulasies.....	51	15253
Suid-Afrikaanse Weermag		
<i>Goewermenskennisgewing</i>		
R. 2146 Wysiging van algemene regulasies: SA Weermag en die reserwe	53	15253

No.	Page No.	Gazette No.
GOVERNMENT NOTICES		
Administration: House of Assembly		
<i>Government Notice</i>		
R. 2127 University of the Orange Free State: Amendment of statute.....	1	15253
Department of Agriculture		
<i>Government Notices</i>		
R. 2128 Deciduous Fruit Scheme: Restriction on deliveries: Amendment	6	15253
R. 2140 Klein Visrivier Irrigation District, Division of Somerset East, Cape Province: Dis-establishment	9	15253
R. 2159 Regulations: Control of the export of ornithogalum bulbs: Repeal	9	15253
Finance, Department of		
<i>Government Notices</i>		
R. 2129 Amendment of Schedule No. 1 (No. 1/1/637)	3	15253
R. 2130 Amendment of Schedule No. 1 (No. 1/1/638)	4	15253
R. 2131 Amendment of Schedule No. 2 (No. 2/16)	5	15253
R. 2132 Amendment of Schedule No. 3 (No. 3/240)	5	15253
Manpower, Department of		
<i>Government Notices</i>		
R. 2134 Furniture and Bedding Manufacturing Industry, Transvaal: New Training Fund Agreement.....	9	15253
R. 2143 Electrical Contracting Industry, Transvaal: Renewal of Main Agreement ..	13	15253
R. 2150 Canvas Goods Industry, Witwatersrand and Pretoria: Amendment of Agreement..	13	15253
R. 2151 Laundry, cleaning and dyeing industry (Cape): Provident Fund Agreement: Cancellation of Government notice	16	15253
R. 2152 do.: do.: Re-enactment	17	15253
R. 2153 do.: Sick Benefit Fund Agreement: Cancellation of Government Notice	19	15253
R. 2154 do.: do.: Re-enactment	19	15253
R. 2155 Building Industry, Kroonstad: Amendment of Agreement	22	15253
R. 2156 Hairdressing Trade, Southern and Western Transvaal: Extension of Main Agreement.....	34	15253
Department of Public Works		
<i>Government Notice</i>		
R. 2133 Tariff of professional fees: Quantity surveyors in private professional consulting practice.....	34	15253
Department of State Expenditure		
<i>Government Notice</i>		
R. 2141 Amendment of Financial Regulations	51	15253
South African Defence Force		
<i>Government Notice</i>		
R. 2146 Amendments to general regulations: SA Defence Force and the Reserve	53	15253