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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 1806

1 November 1996

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT NOTICES

BUILDING INDUSTRY, EAST LONDON

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices Nos. R. 487 of 31 March 1995 and R. 1678 of 27 October 1995, with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI

Minister of Labour

No. R. 1806

1 November 1996

WET OP ARBEIDSVARHOUDINGE, 1956

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

BOUNYWERHEID, OOS-LONDEN

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings Nos. R. 487 van 31 Maart 1995 en R. 1678 van 27 Oktober 1995 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI

Minister van Arbeid

No. R. 1807

1 November 1996

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, EAST LONDON: RE-ENACTMENT OF AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 2000, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the 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 31 December 2000, 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 said Agreement.

T. T. MBOWENI**Minister of Labour****SCHEDULE****INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, EAST LONDON****AGREEMENT**

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa**Construction and Allied Workers' Union**

and

Professional Transport Workers' Union of South Africa

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

being the parties to the Industrial Council for the Building Industry, East London.

1. SCOPE OF APPLICATION

- (1) The terms of this Agreement shall be observed—
 - (a) by all employers and by all employees who are engaged or employed in the Building Industry who are members of the employers' organisation and the trade unions, respectively;
 - (b) in the Magisterial District of East London (excluding those portions which were in terms of Government Notices Nos. 1877 and 1079 of 4 September 1981 and 10 June 1988, respectively, transferred from Ciskei).
- (2) Notwithstanding the provisions of subclause (1)—
 - (a) the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
 - (b) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost of less than R14 000; and
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section 48 (1) of the Act and shall remain in operation until 31 December 2000.

3. SPECIAL PROVISIONS

The provisions contained in clauses 50 and 51 of the Agreement published under Government Notice No. R. 2094 of 14 October 1988, as amended, extended, renewed and re-enacted from time to time (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 49, inclusive, and 52 to 54, inclusive, of the Former Agreement as amended, extended, renewed and re-enacted from time to time shall apply to employers and employees.

5. CLAUSE 3 OF THE FORMER AGREEMENT: DEFINITIONS

In clause 3, delete the definition of "operator, Grade II" in its entirety, and delete the expression "operator, Grade II" wherever it occurs throughout the Agreement.

6. CLAUSE 4 OF THE FORMER AGREEMENT: WAGES

Substitute the following for subclause (1):

- "(1) No employer shall pay and no employee shall accept wages lower than the weekly wages prescribed hereunder:

	<i>Rands per hour</i>
(a) General worker	6,02
(b) Driver of mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg	6,50
over 1 814 kg up to and including 4 536 kg	7,88
over 4 536 kg	8,58
(c) Operator of a power crane	7,88
(d) Operator, Grade I	7,88
(e) Artisan	12,82
(f) Site clerk	10,36
(g) Site storeman	7,88
(h) Cleaner	3,58
(i) Watchman	3,39".

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

7. CLAUSE 5 OF THE FORMER AGREEMENT: LABOUR-ONLY SUBCONTRACTS

Substitute the following for subclauses (1) to (5):

- "(1) For the purposes of this clause, the expression 'labour-only subcontract' means a contract, agreement, arrangement or understanding in terms of which a person undertakes to provide a service or services to a principal, a contractor or a subcontractor for an agreed sum or sums which entails performing work that is normally carried out by skilled employees and/or general workers as defined in clause 3 and where such person is not responsible for the payment to manufacturers or suppliers who in the ordinary course of their business supply material to the Building Industry, for all materials to be used in the execution of such work.
- (2) Any person who undertakes work in the Building Industry in terms of a labour-only subcontract shall, whether he is an employer or not, register with the Council as an employer or as if he were an employer, in accordance with the provisions of clause 30.
- (3) A principal, a contractor or a subcontractor, whether or not that principal, contractor or subcontractor is himself and employer who gives out work in a labour only contract, shall—
- keep a record of the following particulars in respect of each person to whom such work is given:
 - His first name and his surname;
 - his trading name;
 - his Council registration number;
 - his business address and/or residential address;
 - his telephone number;
 - within seven days thereafter, submit to the Council the details of such labour-only contractors required in subclause (a), as well as the address of the site on which they will be employed together with the date as from which they will be so engaged;
 - upon being requested to do so by an agent, produce the records referred to in subclause (a) to the agent; and
 - also submit particulars in respect of all labour-only contractors engaged by him during the preceding month to the Council not later than the seventh day of each month.

- (4) Any person operating as a labour-only contractor shall, before 31 January each year, renew his registration with the Council and a current registration certificate shall be issued to him by the Council.
- (5) No principal, contractor or subcontractor shall give out work to a labour-only contractor unless such labour-only contractor is in possession of a current registration certificate issued by the Council. The onus shall be on the principal, contractor or subcontractor giving out such work to satisfy himself that such person is so registered prior to that person commencing with the said work.
- (6) All working employers, directors and/or partners operating as labour-only contractors shall comply with the provisions of the following clauses and any amendments, extensions, renewals or replacements thereof as if they were an artisan: clauses 4, 7, 8, 10, 11, 18, 22, 23, 24, 29, 34, 35, 37, 39, 43, 46 and 49.
- (7) A principal, contractor or subcontractor who gives out work to a labour-only contractor who does not employ his own labour, shall in respect of such labour-only contractor comply with the provisions of the clauses referred to in subclause (6), and any amendments, extensions, renewals or replacements thereof as if such labour-only contractor were an artisan.
- (8) Any person referred to in subclause (2) shall furnish the particulars recorded in subclause (3) (a) (i) to (v) inclusive, to a principal, a contractor or a subcontractor for whom he undertakes work in the Building Industry in terms of a labour-only subcontract and shall notify the said principal, contractor or subcontractor of any changes in such particulars."

8. CLAUSE 7 OF THE FORMER AGREEMENT: HOURS OF WORK

(1) In subclause (5), substitute the expression "or public holidays in accordance with the Public Holidays Act, 1994" for the expression "Good Friday, Family Day, Ascension Day, Republic Day, Day of the Vow".

(2) In subclause (6), substitute the expression "or public holidays in accordance with the Public Holidays Act, 1994" for the expression "Good Friday, Family Day, Ascension Day, Republic Day or Day of the Vow".

9. CLAUSE 8 OF THE FORMER AGREEMENT: PAYMENT FOR OVERTIME

Substitute the following for subclause (1):

- "(1) An employee who is required or permitted to work any time outside the hours prescribed in clause 7 shall be paid—
- (a) (i) one and a third times his hourly wage in respect of each hour or part of an hour worked in excess of ordinary hours as set out in clause 7 (2) (a) and (b) daily between Monday and 12:00 on Saturday;
 - (ii) one and a half times his hourly wage in respect of each hour or part of an hour worked on Saturday between 12:00 and 18:00;
 - (b) double his hourly wage in respect of each hour or part of an hour worked—
 - (i) on Saturday after 18:00;
 - (ii) on Sunday and until 07:00 on Monday and on a public holiday, unless substituted in terms of the Public Holidays Act, 1994."

10. CLAUSE 18 OF THE FORMER AGREEMENT: ANNUAL LEAVE

Substitute the following for paragraphs (a) and (b):

- "(a) From 16:30 on Friday, 13 December 1996, until 07:30 on Wednesday, 8 January 1997 (1996–1997 leave); and
 (b) from 16:30 on Friday, 12 December 1997, until 07:30 on Monday, 5 January 1998 (1997–1998 leave)."

11. CLAUSE 19 OF THE FORMER AGREEMENT: PAYMENT IN RESPECT OF ANNUAL LEAVE

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

- "(a) In addition to any other remuneration to which an employee is entitled in terms of this Agreement such employee who is earning the minimum prescribed wage in his particular category shall, as stipulated in clause 4 (1), subject to the provisions of clause 22, be paid in respect of annual leave the amount set out hereunder, towards the Holiday Fund:

	<i>Per hour Cents</i>
(i) Driver of mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	73
over 1 814 kg up to and including 4 536 kg	89
over 4 536 kg	100
(ii) Operator of a crane	89
(iii) Operator, Grade 1	89

	<i>Per hour Cents</i>
(iv) Artisan	123
(v) General worker	54
(vi) Site clerk	87
(vii) Site storeman	66
(viii) Cleaner	23
(ix) Watchman	26

Contribution for employees earning in excess of the minimum wage shall be determined in accordance with subclause (2) (d) and based on the upper limit of the relevant wage band."

12. CLAUSE 22 OF THE FORMER AGREEMENT: HOLIDAY FUND

Substitute the following for subclause (1):

- "(1) Every employer shall on each pay day deduct from the remuneration due every week to each member of the undermentioned classes of employees, who is earning the minimum prescribed wage in his particular class, the amounts scheduled hereunder:

	<i>Per week R</i>
(a) Driver of mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	30,66
over 1 814 kg up to and including 4 536 kg	37,38
over 4 536 kg	42,00
(b) Operator of crane	37,38
(c) Operator Grade I	37,38
(d) Artisan	51,66
(e) General worker	22,68
(f) Site clerk	36,54
(g) Site storeman	27,72
(h) Cleaners	9,66
(i) Watchman	18,72

Deductions for employees earning in excess of the minimum wage shall be determined by using the formula as set out per class of employee in subclause (19) (2) (d) and based on the weekly hours of work as set down in subclause (7) (2) (a) (i) and (b) (i):

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 25½ hours: Provided further that no deduction shall be made in respect of an employee who has worked for less than 25½ hours in any week."

13. CLAUSE 29 OF THE FORMER AGREEMENT: GENERAL FUNDS OF COUNCIL

Substitute the following for subclause (1):

- "(1) For the purpose of meeting the expenses of the Council, every employer shall deduct from the earnings of each of his employees for whom wages are prescribed in clause 4 (1), weekly levies in accordance with the following table:

	<i>Per week R</i>
(a) Driver of mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	2,20
over 1 814 kg up to and including 4 536 kg	2,20
over 4 536 kg	2,20
(b) Operator of crane	2,20
(c) Operator Grade I	2,20
(d) Artisan	2,46
(e) General worker	2,07
(f) Site clerk	2,20
(g) Site storeman	2,20
(h) Cleaners	1,97
(i) Watchman	1,97

Every employer shall also contribute the amounts per employee as set out in the above table. The combined deduction and contributions shall be paid by the employer to the Council in accordance with the procedure prescribed in subclause (2): Provided that the amount payable by an employer in respect of this clause shall not be less than R10,00 in any week.”.

14 CLAUSE 34 OF THE FORMER AGREEMENT: PENSION FUND

- (1) Substitute the following for subclauses (2) (a) and (2) (a) (i):
 - “(a) (i) In accordance with the procedure laid down in paragraphs (b) and (k), every artisan, foreman or general formen shall contribute to the Fund an amount of 7,72% of his hourly wage, calculated at the upper limit of the applicable wage band. The hourly rate shall be rounded off to the nearest cent and multiplied by 42 hours per week to determine the weekly contribution. Every employer to whom this Agreement applies shall add to the employee's contribution an hourly and weekly contribution as determined in the same manner as for an employee. The total contribution shall be paid by him weekly to the Secretary.
 - (ii) An amount of 60c per week shall be deducted from all employees for whom wages are prescribed in clause 4 (1) (e). This amount shall be paid into a burial fund which is administered by Fedlife and forms part of the benefits of the Pension Fund.”.
- (2) In subclauses (2) (b) and (c), substitute the expression “25½ hours” for the expression “seventeen hours”, wherever this appears.

15. CLAUSE 34A OF THE FORMER AGREEMENT: PROVIDENT FUND

- (1) Substitute the following for subclauses (g), (h), (i), (j), (k) and (l):
 - “(g) Every member, as determined in subclauses (a) and (c) except watchmen, whose contribution is calculated on a 72-hour week, shall contribute at hourly rates, calculated on a 42-hour week, in accordance with the following table for employees earning the minimum prescribed rate:

	<i>Per hour Cents</i>
(i) General worker	23
(ii) Driver of a mechanical vehicle with a net carrying capacity of—	
up to and including 1 814 kg	30
over 1 814 kg up to and including 4 536 kg	31
over 4 536 kg	35
(iii) Operator of a crane	31
(iv) Operator Grade 1	31
(v) Site clerk	31
(vi) Site storeman	31
(vii) Cleaner	23
(viii) Watchman	13

Hourly contributions for employees who earn more than the minimum prescribed wage rate for their particular category shall be determined as follows:

$$\frac{\text{Contributions as per above table}}{\text{Upper limit of wage band of minimum rate}} \times \text{Upper limit of employee wage band}$$

and rounded off to the nearest cent.

An equal amount shall be contributed by a member's employer

- (h) An amount of 60 cents per week shall be deducted from the employee's contribution, as calculated in (g) above, and paid over to the burial fund, which forms part of the Provident Fund.
- (i) Contributions shall be paid over to the Council on a weekly basis.
- (j) The Council may issue a voucher in respect of the contributions paid, which voucher may be affixed in the contribution book of members.
- (k) Where a member is employed by two or more employers during the same week, the payment in terms of subclause (g) for that week shall be made by the employer by whom he was first employed during that week for not less than 25½ hours.
- (l) *Benefits:* The benefits which shall be paid to a member shall be in accordance with the rules of the Provident Fund.”.

16. CLAUSE 37 OF THE FORMER AGREEMENT: CONTRIBUTIONS TO THE MEDICAL AID FUND

In subclauses (5) and (6), substitute the expression "25 $\frac{1}{2}$ hours" for the expression "17 hours", wherever it occurs.

17. CLAUSE 39 OF THE FORMER AGREEMENT: BENEFITS OF THE MEDICAL AID FUND

Substitute the following for clause 39:

"Subject to the provisions of this Agreement and the rules of the Fund, every member shall be eligible for benefits in respect of medical, paramedical, dental or nursing services or requirements or accommodation in hospitals or nursing homes as determined by Council from time to time."

18. CLAUSE 44 OF THE FORMER AGREEMENT: SICK PAY FUND

Substitute the following for subclause (4):

"(4) Membership of the Fund shall be compulsory for all artisans, operators of power cranes, operators, drivers of mechanical vehicles, general workers, site clerks, site storemen, cleaners and watchmen."

19. CLAUSE 45 OF THE FORMER AGREEMENT: SICK PAY ALLOWANCE

Substitute the following for subclause (1):

"(1) In addition to any other remuneration to which an employee referred to in clause 44 (4) may be entitled in terms of any other agreement of the Council, every employer shall pay the following hourly allowance:

	<i>Per hour Cents</i>
(a) General worker	2,5
(b) Driver of mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg	3,5
over 1 814 kg up to and including 4 536 kg	3,5
over 4 536 kg	3,5
(c) Operator of a crane	3,5
(d) Operator Grade 1	3,5
(e) Artisan	5,5
(f) Site clerk	4
(g) Site storeman	3,5
(h) Cleaner	2
(i) Watchman	1,5:

Provided that this allowance shall not be paid in respect of overtime or work performed on Saturday, Sunday or public holidays falling within the annual leave period prescribed in the Main Agreement."

20. CLAUSE 46 OF THE FORMER AGREEMENT: CONTRIBUTION TO THE SICK PAY FUND

Substitute the following for subclause (1):

"(1) Every employer shall pay to the Fund in respect of his employees, in accordance with the following table:

	<i>Per week Rands</i>
(a) General worker	2,10
(b) Driver of a mechanical vehicle with net carrying capacity of—	
up to and including 1 814 kg	2,94
over 1 814 kg up to and including 4 536 kg	2,94
over 4 536 kg	2,94
(c) Operator of a crane	2,94
(d) Operator Grade 1	2,94
(e) Artisan	4,62
(f) Site clerk	3,36
(g) Site storeman	2,94
(h) Cleaner	1,68
(i) Watchman	2,16:

Provided such employee was employed by him for 25 $\frac{1}{2}$ hours or more during that week. Employers shall pay the amounts to the Fund in accordance with the procedures laid down in subclauses (2) to (5)."

21. CLAUSE 47 OF THE FORMER AGREEMENT: PAYMENTS OF BENEFITS OF THE SICK PAY FUND

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

"(ii) unless his employer(s) has/have made contributions to the Fund in terms of clause 46 in respect of a waiting period of at least 13 weeks, to qualify for full benefits in terms of subclause (2) (i)."

- (2) Insert the following new subclause (1) (aA):

"(aA) during the 13-week qualifying period referred to in subclause (1) (a) (ii), an employee shall qualify for paid sick leave as follows:

One day, after five completed weeks' service; a further one day after 10 completed weeks' service; and full benefits after 13 weeks' service, unless contributions to the Fund have been made in accordance with clause 46 for each week of service."

Signed at East London, as authorised, for and on behalf of the parties to the Council, this 16th day of September 1996.

D. B. CAPLES

Chairman of the Council

R. NAYLOR

Vice-Chairman of the Council

F. T. KNOX

Secretary of the Council

No. R. 1807

1 November 1996

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, OOS-LONDEN: HERBEKRAFTIGING VAN OOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, 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 Desember 2000 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of 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) (a) 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 2000 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 genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI

Minister van Arbeid

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, OOS-LONDEN

OOREENKOMS

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

Building Industries Association (East Cape)

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

Amalgamated Union of Building Trade Workers of South Africa

Construction and Allied Workers' Union

en

Professional Transport Workers' Union of South Africa

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

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

1. TOEPASSINGSBESTEK

- (1) Hierdie Ooreenkoms moet nagekom word—
- (a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings;
 - (b) in die landdrosdistrik Oos-Londen (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings Nos. 1877 en 1079 van 14 September 1981 en 10 Junie 1988 onderskeidelik vanaf Ciskei oorgeplaas is).
- (2) Ondanks subklousule (1)—
- (a) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die bepaling van die Wet op Mannekragopleiding, 1981, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;
 - (b) is hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:
 - (i) Woonhuise teen 'n koste van minder as R14 000; en
 - (ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Desember 2000.

3. SPESIALE BEPALINGS

Klousules 50 en 51 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2094 van 14 Oktober 1988, soos van tyd tot tyd gewysig, verleng, hernieu en herbekragtig (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Klousules 3 tot en met 49, en 52 tot en met 54, van die Vorige Ooreenkoms, soos van tyd tot tyd gewysig, verleng, hernieu en herbekragtig, is van toepassing op werkgewers en werknemers.

5. KLOUSULE 3 VAN DIE VORIGE OOREENKOMS: WOORDOMSKRYWING

In klousule 3, skrap die omskrywing van "operateur graad II" in sy geheel, en skrap die uitdrukking "operateur graad II" waar dit ook al dwarsdeur die Ooreenkoms voorkom.

6. KLOUSULE 4 VAN DIE VORIGE OOREENKOMS: LONE

Vervang subklousule (1) deur die volgende:

- "(1) Geen loon wat laer is as die weekloon hieronder voorgeskryf, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	<i>Rand per uur</i>
(a) Algemene werker.....	6,02
(b) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg	6,50
meer as 1 814 kg tot en met 4 536 kg	7,88
meer as 4 536 kg	8,58
(c) Bediener van 'n kragkraan	7,88
(d) Operateur, Graad I	7,88
(e) Ambagsman	12,82
(f) Terreinklerk	10,36
(g) Terreinpakhuisman	7,88
(h) Skoonmaker	3,58
(i) Wag	3,39".

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms moet hy geag word tot dié klas te behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

7. KLOUSULE 5 VAN DIE VORIGE OOREENKOMS: SLEGS-ARBEID-SUBKONTRAKTE

Vervang subklousules (1) tot (5) deur die volgende:

- (1) Vir die toepassing van hierdie klousule beteken die uitdrukking 'slegs-arbeid-subkontrak' 'n kontrak ooreenkoms, reëling of verstandhouding waarkragtens 'n persoon onderneem om teen 'n ooreengekome bedrag of bedrae aan 'n prinsipaal, 'n kontrakteur of 'n subkontrakteur 'n diens of dienste te lewer wat meebring dat werk verrig word wat normaalweg uitgevoer word deur geskoolde werknemers en/of algemene werkers, soos omskryf in klousule 3, en waar sodanige persoon nie daarvoor verantwoordelik is om vervaardigers of verskaffers wat in die gewone loop van hul sake materiaal aan die Bounywerheid lewer, te betaal nie vir alle materiaal wat vir die uitvoering van sodanige werk gebruik sal word.
- (2) Iemand wat kragtens 'n slegs-arbeid-subkontrak werk in die Bounywerheid onderneem, moet hom, ongeag of hy 'n werkgewer is of nie, ooreenkomstig klousule 30 by die Raad as 'n werkgewer laat registreer of asof hy 'n werkgewer is.
- (3) 'n Prinsipaal, 'n kontrakteur of 'n subkontrakteur, ongeag of daardie prinsipaal, kontrakteur of subkontrakteur self 'n werkgewer is of nie, wat werk in 'n slegs-arbeid-kontrak uitbestee, moet—
- (a) aantekening hou van die volgende besonderhede ten opsigte van elke persoon aan wie sodanige werk uitbestee word:
 - (i) Sy voornaam en sy van;
 - (ii) sy handelsnaam;
 - (iii) registrasienommer by die Raad;
 - (iv) sy besigheidsadres en/of woonadres;
 - (v) sy telefoonnommer;
 - (b) binne sewe dae daarna besonderhede van sodanige slegs-arbeid-kontrakteurs uiteengesit in subklousule (a), asook die adres van die terrein waarop hulle sal werk, saam met die datum met ingang waarvan hulle aldus in diens sal wees, aan die Raad voorlê;
 - (c) wanneer 'n agent dit versoek, die rekords bedoel in subklousule (a), aan die agent voorlê; en
 - (d) ook voor of op die sewende dag van elke maand besonderhede ten opsigte van alle slegs-arbeid-kontrakteurs wat hy die vorige maand in diens geneem het, aan die Raad voorlê.
- (4) Iemand wat as slegs-arbeid-kontrakteur diens doen, moet voor 31 Januarie elke jaar sy registrasie by die Raad hernieu, en dan moet 'n nuwe registrasiesertifikaat deur die Raad aan hom uitgereik word.
- (5) Geen prinsipaal, kontrakteur of subkontrakteur mag werk aan 'n slegs-arbeid-kontrakteur uitbestee nie tensy die slegs-arbeid-kontrakteur in besit is van 'n geldige registrasiesertifikaat wat deur die Raad uitgereik is. Die verantwoordelikheid lê by die prinsipaal, kontrakteur of subkontrakteur wat sodanige werk uitbestee, om hom te vergewis dat die betrokke persoon aldus geregistreer is alvorens die persoon met gemelde werk begin.
- (6) Alle werkende werkgewers, direkteurs en/of vennote wat as slegs-arbeid-kontrakteurs optree, moet aan die volgende klousules en alle wysigings, verlengings, hernuwings of vervangings daarvan voldoen asof hulle ambagsmanne is: Klousules 4, 7, 8, 10, 11, 18, 22, 23, 24, 29, 34, 35, 37, 38, 43, 45, 46 en 49.
- (7) 'n Prinsipaal, 'n kontrakteur of 'n subkontrakteur wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat nie sy eie arbeid emplojeer nie, moet ten opsigte van sodanige slegs-arbeid-kontrakteur aan die klousules bedoel in subklousule (6) en alle wysigings, verlengings, hernuwings of vervangings daarvan voldoen asof so 'n slegs-arbeid-kontrakteur 'n ambagsman is.
- (8) Iemand bedoel in subklousule (2) moet die besonderhede aangeteken in subklousule (3) (a) (i) tot en met (v) verstrek aan 'n prinsipaal, 'n kontrakteur of 'n subkontrakteur vir wie hy kragtens 'n slegs-arbeid-subkontrak werk in die Bounywerheid onderneem en moet bedoelde prinsipaal, kontrakteur of subkontrakteur van enige verandering in sodanige besonderhede in kennis stel."

8. KLOUSULE 7 VAN DIE VORIGE OOREENKOMS: WERKURE

- (1) In subklousule (5), vervang die uitdrukking "Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag, Geloftedag" deur die uitdrukking "of openbare vakansiedae ooreenkomstig die Wet op Openbare Vakansiedae, 1994".
- (2) In subklousule (6), vervang die uitdrukking "Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag of Geloftedag" deur die uitdrukking "of openbare vakansiedae ooreenkomstig die Wet op Openbare Vakansiedae, 1994".

9. KLOUSULE 8 VAN DIE VORIGE OOREENKOMS: BETALING VIR OORTYDWERK

Vervang subklousule (1) deur die volgende:

- (1) 'n Werknemer van wie vereis word of wat toegelaat word om te eniger tyd te werk buite die ure in klousule 7 voorgeskryf, moet soos volg betaal word:
- (a) (i) een en 'n derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk langer as gewone ure soos uiteengesit in klousule 7 (2) (a) en (b) daagliks van Maandag tot 12:00, op Saterdag;

- (ii) een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk tussen 12:00 en 18:00 op 'n Saterdag;
- (b) dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—
 - (i) op Saterdag na 18:00;
 - (ii) op Sondag en tot 07:00 op Maandag en op 'n openbare vakansiedag, tensy vervang ingevolge die Wet op Openbare Vakansiedae, 1994.”.

10. KLOUSULE 18 VAN DIE VORIGE OOREENKOMS: JAARLIKSE VERLOF

Vervang paragrawe (a) en (b) deur die volgende:

- “(a) Vanaf 16:30 op Vrydag, 13 Desember 1996, tot 07:30 op Woensdag, 8 Januarie 1997 (1996–1997-verlof); en
- (b) vanaf 16:30 op Vrydag, 12 Desember 1997, tot 07:30 op Maandag, 5 Januarie 1998 (1997–1998-verlof).”.

11. KLOUSULE 19 VAN DIE VORIGE OOREENKOMS: BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

(1) Vervang klousule (2) (a) deur die volgende:

- “(a) Benewens enige ander besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig is, moet sodanige werknemer wat die minimum voorgeskrewe loon in sy bepaalde klas verdien, soos voorgeskryf in klousule 4 (1), behoudens klousule 22, ten opsigte van jaarlikse verlof die bedrag hieronder gemeld betaal word, en sodanige bedrag moet in die Vakansiefonds gestort word:

	<i>Per uur Sent</i>
(i) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg	73
meer as 1 814 kg tot en met 4 536 kg	89
meer as 4 536 kg	100
(ii) Bediener van 'n kraan	89
(iii) Operateur graad 1	89
(iv) Ambagsman	123
(v) Algemene werker	54
(vi) Terreinklerk	87
(vii) Terreinpakhuisman	66
(viii) Skoonmaker	23
(ix) Wag	26

Bydraes vir werknemers wat meer as die minimum loon verdien, word ingevolge subklousule (2) (d) bepaal en is gegrond op die boonste grens van die toepaslike loonskaal.”.

12. KLOUSULE 22 VAN DIE VORIGE OOREENKOMS: VAKANSIEFONDS

Vervang subklousule (1) deur die volgende:

- “(1) Elke werkgever moet op elke betaaldag van die besoldiging wat elke week verskuldig is aan elke lid van ondergenoemde klasse werknemers wat die minimum voorgeskrewe loon in sy bepaalde klas verdien, die bedrae soos hieronder uiteengesit, aftrek:

	<i>Per week R</i>
(a) Drywer van 'n meganiese voertuig met 'n netto draevermoë van—	
tot en met 1 814 kg	30,66
meer as 1 814 kg tot en met 4 536 kg	37,38
meer as 4 536 kg	42,00
(b) Bediener van 'n kraan	37,38
(c) Operateur Graad I	37,38
(d) Ambagsman	51,66
(e) Algemene werker	22,68
(f) Terreinklerk	36,54
(g) Terreinpakhuisman	27,72
(h) Skoonmaker	9,66
(i) Wag	18,72

Aftekings vir werknemers wat meer as die minimum loon verdien, word vasgestel deur middel van die formule soos per klas van werknemer in subklousule 19 (2) (d) voorgeskryf en word gebaseer op die weeklikse werkure soos uiteengesit in subklousule (7) (2) (a) (i) en (b) (i):

Met dien verstande dat, wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, die bedrag wat vir daardie week afgetrek moet word, afgetrek moet word deur die werkgewer vir wie hy eerste gedurende daardie week minstens $25\frac{1}{2}$ uur gewerk het: Voorts met dien verstande dat geen bedrag ten opsigte van 'n werknemer wat minder as $25\frac{1}{2}$ uur in 'n week gewerk het, afgetrek mag word nie.”.

13. KLOUSULE 29 VAN DIE VORIGE OOREENKOMS: ALGEMENE FONDSE VAN DIE RAAD

Vervang subklousule (1) deur die volgende:

- “(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer van die verdienste van elkeen van sy werknemers vir wie lone ingevolge klousule 4 (1), voorgeskryf is, weeklikse heffings aftrek ooreenkomstig die volgende tabel:

	Per week R
(a) Drywer van 'n meganiese voertuig met 'n netto dra vermoë van—	
tot en met 1 814 kg	2,20
meer as 1 814 kg tot en met 4 536 kg	2,20
meer as 4 536 kg.....	2,20
(b) Bediener van 'n kraan	2,20
(c) Operateur Graad I	2,20
(d) Ambagsman	2,46
(e) Algemene werker.....	2,07
(f) Terreinklerk	2,20
(g) Terreinpakhuisman	2,20
(h) Skoonmaker	1,97
(i) Wag	1,97

Elke werkgewer moet ook dieselfde hoeveelheid per werknemer bydra, soos in die tabel hierbo uiteengesit. Die gesamentlike aftekings en bydraes moet deur die werkgewer volgens die prosedure in subklousule (2) voorgeskryf aan die Raad betaal word: Met dien verstande dat die bedrag betaalbaar deur 'n werkgewer ingevolge hierdie klousule nie minder as R10,00 in enige week is nie.”.

14 KLOUSULE 34 VAN DIE VORIGE OOREENKOMS: PENSIOENFONDS

- (1) Vervang subklousule (2) (a) en (2) (a) (i) deur die volgende:

- “(a) (i) Ooreenkomstig die prosedure wat in paragrafe (b) tot (k) voorgeskryf is, moet elke ambagsman, voorman of algemene voorman 'n bedrag van 7,72% van sy uurloon tot die Fonds bydra, bereken op die boonste grens van die toepaslike loonskaal. Die uurlikse loonskaal word tot die naaste sent afgerond en met 42 uur per week vermenigvuldig om die weeklikse bydrae te bepaal. Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, voeg by die werknemers se bydrae 'n uurlikse en weeklikse byrae, soos bepaal op dieselfde wyse as vir 'n werknemer. Die volle bedrag word weekliks deur hom aan die Sekretaris betaal.
- (ii) 'n Bedrag van 60c per week moet afgetrek word van alle werknemers vir wie lone in klousule 4 (1) (e) voorgeskryf word. Die bedrag moet oorbetal word aan 'n begrafnisfonds wat deur Fedlife geadministreer word en deel is van die voordele van die Pensioenfonds.”.

- (2) In subklousules (2) (b) en (c), vervang die uitdrukking “sewentien uur”, waar dit ook al voorkom, deur die uitdrukking “ $25\frac{1}{2}$ uur”.

15. KLOUSULE 34A VAN DIE VORIGE OOREENKOMS: VOORSORGFONDS

(1) Vervang subklousules (g), (h), (i), (j), (k) en (l) deur die volgende:

“(g) Elke lid, soos bepaal in subklousules (a) en (c) (behalwe wagte wie se bydrae op 'n 72-uur-week bereken word), dra by volgens werklone, bereken op 'n 42-uur-week, in ooreenstemming met die volgende tabel vir werknemers wat die minimum voorgeskrewe loon verdien:

	<i>Per uur Sent</i>
(i) Algemene werker.....	23
(ii) Drywer van 'n meganiese voertuig met 'n netto dravermoë van—	
tot en met 1 814 kg	30
meer as 1 814 kg tot en met 4 536 kg	31
meer as 4 536 kg	35
(iii) Bediener van 'n kraan	31
(iv) operateur graad 1	31
(v) Terreinklerk	31
(vi) Terreinpakhuisman	31
(vii) Skoonmaker	23
(viii) Wag	13

Uurlikse bydraes vir werknemers wat meer as die minimum voorgeskrewe loon vir hulle bepaalde klas verdien, moet soos volg bepaal word:

Bydrae soos per tabel hierbo X Boonste grens van werknemer se loonskaal

Boonste grens van loonskaal

minimum loon

en afgerond tot die naaste sent.

'n Gelyke bedrag moet deur 'n lid se werkgever bygedra word.

- (h) 'n Bedrag van 60 sent per week moet van die werknemer se bydrae, soos bereken in (g) hierbo, afgetrek word en oorbetaal word aan die Begrafnisfonds, wat deel is van die voordele van die Voorsorgfonds.
- (i) Bydraes moet weekliks by die Raad inbetaal word.
- (j) Die Raad kan 'n bewys uitreik ten opsigte van die bydraes wat inbetaal word, welke bewys in die bydraeboek van die werknemer aangebring kan word.
- (k) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die betaling ingevolge subklousule (g) gedoen word deur die werkgever by wie hy eerste gedurende hierdie week minstens 25½ uur in diens was.
- (l) *Voordele:* Die voordele wat aan 'n lid betaal moet word, sal volgens die reëls van die voorsorgfonds betaal word.”

16. KLOUSULE 37 VAN DIE VORIGE OOREENKOMS: BYDRAES TOT DIE MEDIESE BYSTANDSFONDS

In subklousules (5) en (6), vervang die uitdrukking “17 uur” waar ook al dit voorkom, deur die uitdrukking “25 ½ uur”.

17. KLOUSULE 39 VAN DIE VORIGE OOREENKOMS: BYSTAND VAN DIE MEDIESE BYSTANDSFONDS

Vervang klousule 39 deur die volgende:

“Behoudens hierdie Ooreenkoms en die reëls van die Fonds, kwalifiseer elke lid vir bystand ten opsigte van mediese, paramediese, tandheeskundige of verplegingsdienste of benodighede of opname in hospitale of verpleeg-inrigtings, soos van tyd tot tyd deur die Raad bepaal.”

18. KLOUSULE 44 VAN DIE VORIGE OOREENKOMS: SIEKTEBYSTANDSFONDS

Vervang subklousule (4) deur die volgende:

“(4) Lidmaatskap van die Fonds is verpligtend vir alle ambagsmanne, bedieners van kragkrane, operateurs, drywers van meganiese voertuie, algemene werkers, terreinklerke, terreinpakhuismanne, skoonmakers en wagte.”

19. KLOUSULE 45 VAN DIE VORIGE OOREENKOMS: SIEKTEBYSTANDSTOELAE

Vervang subklousule (1) deur die volgende:

- “(1) Benewens ander besoldiging waarop ’n werknemer in klousule 44 (4) bedoel, ingevolge enige ander ooreenkoms van die Raad geregtig is, moet elke werkgewer die volgende uurlikse toelae betaal:

	<i>Per uur Sent</i>
(a) Algemene werker.....	2,5
(b) Drywer van ’n meganiese voertuig met ’n netto dravermoë van—	
tot en met 1 814 kg	3,5
meer as 1 814 kg tot en met 4 536 kg	3,5
meer as 4 536 kg.....	3,5
(c) Bediener van ’n kraan	3,5
(d) Operateur Graad 1	3,5
(e) Ambagsman	5,5
(f) Terreinklerk	4
(g) Terreinpakhuisman	3,5
(h) Skoonmaker	2
(i) Wag	1,5:

Met dien verstande dat hierdie toelae nie betaal moet word nie ten opsigte van oortydwerk of werk verrig op Saterdag, Sondag of openbare vakansiedae wat val binne die jaarlikse verloftydperk wat in die Hofooreenkoms voorgeskrif word.”.

20. KLOUSULE 46 VAN DIE VORIGE OOREENKOMS: BYDRAES TOT DIE SIEKTEBYSTANDSFONDS

Vervang subklousule (1) deur die volgende:

- “(1) Elke werkgewer moet ten opsigte van sy werknemers in ooreenstemming met die volgende tabel, aan die Fonds betaal:

	<i>Per week Rand</i>
(a) Algemene werker.....	2,10
(b) Drywer van ’n meganiese voertuig met ’n netto dravermoë van—	
tot en met 1 814 kg	2,94
meer as 1 814 kg tot en met 4 536 kg	2,94
meer as 4 536 kg.....	2,94
(c) Bediener van ’n kraan	2,94
(d) Operateur graad 1	2,94
(e) Ambagsman	4,62
(f) Terreinklerk	3,36
(g) Terreinpakhuisman	2,94
(h) Skoonmaker	1,68
(i) Wag	2,16:

Met dien verstande dat sodanige werknemer 25½ uur of langer gedurende daardie week by hom in diens was. Werkgewers moet die bedrae aan die Fonds betaal in ooreenstemming met die prosedure in subklousules (2) tot (5) voorgeskrif.”.

21. KLOUSULE 47 VAN DIE VORIGE OOREENKOMS: BETALING VAN BYSTAND VAN DIE SIEKTEBYSTANDSFONDS

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

“(ii) tensy sy werkgewer(s) bydraes tot die Fonds ingevolge klousule 46 gedoen het ten opsigte van ’n wagtydperk van minstens 13 weke, om te kwalifiseer vir volle bystand ingevolge subklousule (2) (i).”.

- (2) Voeg die volgende nuwe subklousule (1) (aA) in:

“(aA) Gedurende die 13-week-wagtydperk bedoel in subklousule (1) (a) (ii), kwalifiseer ’n werknemer soos volg vir siekteverlofbystand:

Een dag, na vyf voltooide weke diens; ’n verdere een dag na 10 voltooide weke diens; en volle bystand na 13 weke diens, tensy bydraes tot die Fonds in ooreenstemming met klousule 46 vir elke week se diens gemaak is.”.

Soos gemagtig, vir en namens die partye by die Raad op hede die 16de dag van September 1996 te Oos-Londen onderteken.

D. B. CAPLES

Voorsitter van die Raad

R. NAYLOR

Ondervoorsitter van die Raad

F. T. KNOX

Sekretaris van die Raad

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